

Terms and General Conditions of National Milk Records Ltd ("General Conditions")

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DEFINITION AND INTERPRETATION

In these General Conditions, the following words and expressions have the following meanings:

Agreement means the Order Form, these General Conditions and any applicable Special Conditions as specified in the Order Form;

Applicable Laws means any statute, regulation, by law, ordinance, or subordinate legislation which is in force for the time being to which a party is subject in any jurisdiction, the common law as applicable to the parties (or any one of them), any binding court order, judgment, or decree applicable to the parties (or any one of them), and any applicable industry code, policy, guidance, standard, or accreditation terms enforceable by law which is in force for the time being;

Business Days means a day which is not a Saturday, a Sunday or a bank or public holiday in any part of the United Kingdom;

Charges means the charges payable for the Services and / or Deliverables, as set out in the Order Form;

Commencement Date means the commencement date of this Agreement set out in the Order Form;

Confidential Information means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, suppliers, employees, affairs, Intellectual Property Rights (including Know-how) or finances of either party (as applicable) for the time being confidential to that party (and for the avoidance of doubt, shall include any such information relating to any other company in NMR's group of companies) and shall include the existence and terms of this Agreement;

Customer means the customer specified in the Order Form;

Data Protection Legislation means any applicable law or regulation relating to the processing of personal data and to privacy;

Deliverables means all documents, materials and products provided or to be provided by or on behalf of NMR as part of or in relation to the provision of Goods, if any, and/or the Services in any form, including but not limited to computer programs, data, reports and specifications (including drafts);

Force Majeure Event means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under the Agreement including acts of God, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction, war, revolution, act of terrorism, riot or civil commotion, strikes, lock outs and industrial action, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services;

Goods means the goods (or any part of them) set out in the Order Form and any further goods agreed by the parties in writing and, where the context requires, the Goods ordered by and supplied to the Customer by NMR;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including Know-how and trade

secrets), and all other Intellectual Property Rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future or in any part of the world;

Know-how means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, chemical compounds, derivatives, analogues and precursors, techniques and specifications, quality control of data, analyses, reports and submissions) that is not in the public domain;

Location means the location specified in the Order Form where the Services and / or Deliverables are to be provided to the Customer;

Loss(es) means any loss, claim, liability, expenses or damages suffered or payable whether arising directly or indirectly;

Product(s) means any Goods and/or Services and/or Deliverables supplied by NMR (or on its behalf) to the Customer under this Agreement.

Services means the services detailed in the Order Form to be provided by NMR to the Customer in accordance with the terms of this Agreement;

Special Conditions means any special conditions as specified in the Order Form; and

Year means each consecutive period of twelve (12) months following the Commencement Date. In this Agreement:

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- (a) the headings in these General Conditions are inserted for convenience only and shall not affect the interpretation or construction of these General Conditions;
- (b) words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender;
- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;
- (d) a reference to "writing" or "written" includes fax and email;
- (e) the words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible; and
- (f) references to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the Agreement.

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TERM

This Agreement shall come into force on the Commencement Date and shall (subject to the provisions of this Agreement) continue in force for rolling periods of twelve (12) months unless and until terminated in accordance with these General Conditions.

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CUSTOMER OBLIGATIONS

3.1

Where NMR is to perform any Services at the Customer's Location, the Customer shall:

- (a) procure safe and unhindered access to the Location for NMR's employees or agents to carry out the Services at all relevant times;
- (b) ensure that all consents, permissions, or licences required to allow the Services to be provided are in place;
- (c) ensure the provision of adequate power, lighting, heating and other such facilities or supplies required for the provision of the Services;
- (d) ensure that the Location is adequate for the provision of the Services, clear and free from all health and safety hazards and possesses such facilities for NMR's employees or agents to comply with any Applicable Laws and as NMR reasonably requires;
- (e) be responsible for death or personal injury of any of NMR's employees or agents or damage to or loss of NMR's and its employees' or agents' property whilst at the Location; and
- (f) maintain with a reputable insurer(s) all necessary insurance policies for an amount of no less than £1,000,000.
- 3.2 The Customer shall indemnify NMR in full against all liabilities, costs, expenses, damages, and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by NMR arising out of the Customer's breach of this Agreement.
- 3.3 The Customer is responsible for complying with all manufacturer's recommendations regarding the use of any third party products used in connection with the Product(s) and, if in doubt, must contact that manufacturer or check their website. NMR accepts no liability for any Losses arising from a failure by the Customer or any end user of the Product(s) to follow the relevant manufacturer's recommendations.
- 3.4 The Customer shall use the Product(s) in compliance with all applicable laws.
- 3.5 The Customer shall not use the Product(s) for purposes other than those for which it is intended and where applicable shall comply with any third party end user terms that govern the use of any third party products included within the Product(s).
- 3.6 Without prejudice to the foregoing restriction, under no circumstances should the Customer or its end user use the Product(s) contrary to any applicable end user terms, nor shall the Customer obscure, remove or alter any trade marks, patent numbers, labels, serial numbers, product identification, copyright or other notices affixed to any part of the Product(s) or any part thereof or to any related documentation or packaging.
- 4 NMR OBLIGATIONS**
- 4.1 All times, dates or periods given by NMR for delivery are estimated dates, and unless the Customer is notified otherwise, NMR shall aim to deliver the Products to the Location within ten Business Days of the Commencement Date, or within ten Business Days of the date of receipt of subsequent requests from the Customer, if requested after the Commencement Date. Where software is provided as part of the Product(s) this may be installed or provided by download remotely or by such other means as shall be notified to the Customer.
- 4.2 NMR agrees to exercise its reasonable endeavours to provide the Services and Deliverables for the Customer with reasonable skill and care.
- 4.3 If requested by the Customer and agreed by NMR, NMR may provide additional Goods/and or Services along with any Deliverables as specified in any Order Form from time to time, with the Charges for such additional Products to be charged and paid in accordance with the terms of this Agreement.
- 4.4 Risk in the Goods shall pass to the Customer on delivery. Title to the Goods shall not pass to the Customer until NMR receives payment in full (in cash or cleared funds) for the Goods.
- 4.5 Until title has passed to the Customer, the Customer shall:
- (a) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- (b) maintain those Goods in satisfactory condition and keep them insured on NMR's behalf for their full price against all risks.
- 4.6 Any return of Product(s) must first be authorised by the Company. Carriage charged for returned Goods are to be pre-paid by the Customer. If any Product(s) are deemed to be faulty by Customer then it shall promptly notify NMR within 2 days of delivery and NMR shall have a reasonable opportunity to correct the fault or replace the Product(s) (at NMR's sole option). This shall be the Customer's sole remedy and NMR's sole liability for any Product(s) deemed to be faulty. However, if NMR fails to remedy a fault in the manner set out in this clause, then without prejudice to the provisions in clause 10 (Liability), NMR's liability for such failure shall in no event exceed the sum equal to the amount paid by the Customer for the faulty Product(s).
- 5 PAYMENT TERMS**
- 5.1 The Customer shall pay to NMR the Charges shown in the Order Form (and in any applicable Schedule) (plus VAT) either:
- (a) in full and cleared funds without any deduction or withholding in accordance with any specific payment period terms set out in the Order Form and/or in any applicable Special Conditions, as specified in the Order Form; or
- (b) or where 5.1 (a) above does not apply, then payment shall be in accordance with clause 5.2 of these General Conditions.
- 5.2 Unless otherwise specified or agreed in writing between the parties, NMR shall invoice the Customer for:
- (a) Services and / or Deliverables on a monthly basis in advance; and,
- (b) Goods prior to delivery.
- 5.3 The Customer shall pay all such invoices in full and cleared funds without any deduction, or withholding, within thirty (30) days of the date of the invoice. Time for payment shall be of the essence.
- 5.4 All payments shall be in Pounds Sterling by electronic transfer to NMR's bank account as notified to the Customer by NMR, with any applicable charges on such payment being at the Customer's expense. No payment shall be deemed to have been received until NMR has received cleared funds.
- 5.5 NMR reserves the right to increase the Charges each Year with effect from each anniversary of the Commencement Date, with any price increase to be notified to the Customer no less than one (1) month before such increase is due to take effect.
- 5.6 If any sum due from the Customer to NMR under this Agreement is not paid on or before the due date for payment, then all sums then owing by the Customer to NMR shall become due and payable immediately and, without prejudice to any other

	right or remedy available to NMR, NMR shall be entitled to:		Other than any warranties expressly stated in this Agreement, the parties agree to exclude all implied warranties (including statutory ones) to the fullest extent possible.
	(a) cancel or suspend delivery of Goods and/or its performance of the Services and/or Deliverables, which relate to the unpaid sums, until arrangements as to payment or credit have been established which are satisfactory to NMR; and/or		
	(b) charge the Customer interest on the overdue amount from the due date until payment is made in full both before and after any judgment, at the rate of 4% per annum over the Bank of England base lending rate from time to time (such interest accruing on a daily basis and compounded quarterly).		
6	INTELLECTUAL PROPERTY RIGHTS		
6.1	All Intellectual Property Rights in the technology used by NMR to provide the Products are and shall remain owned by NMR (or if applicable remain owned by any third party acting on NMR's behalf) and nothing in this Agreement shall be deemed to provide the Customer with any ownership of such Intellectual Property Rights.		
6.2	Unless otherwise stated in any applicable Special Conditions, all Intellectual Property Rights in:		
	(a) the data (including but not limited to the test results, figures, numbers, materials and Know-how) generated and gathered by NMR in the course of providing the Services;		
	(b) the Deliverables including Data Feeds; and		
	(c) in any other materials or documentation created, developed or otherwise acquired by NMR in the course of providing the Services,		
	shall be owned by NMR and nothing in this Agreement or the Special Conditions shall be deemed to provide the Customer with any ownership of such Intellectual Property Rights.		
6.3	NMR hereby grants to the Customer a non-exclusive, perpetual licence to use the Deliverables for the purpose of receiving and using the Services.		
6.4	Where the Services include providing software and software support then the terms set out in the Special Conditions attached at Appendix 1 shall apply in addition to these General Conditions.		
7	DATA PROTECTION		
7.1	Unless otherwise stated in any applicable Special Conditions, it is not the intention of the parties that NMR will process any personal data on behalf of the Customer when delivering the Services. In respect of any personal data processed by NMR when delivering the Services, NMR will at all times comply with applicable Data Protection Legislation.		
7.2	The Customer's use of the Services is subject to NMR's privacy policy, which is available at National Milk Records Privacy Notice (nmr.co.uk). In addition, NMR may from time to time also provide further information about how the Customer's personal data is collected and used by NMR.		
8	FORCE MAJEURE		
8.1	NMR shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Agreement as a result of a Force Majeure Event.		
8.2	If the Force Majeure Event prevents NMR from providing any of the Services and/or Deliverables for more than three (3) months, NMR shall, without limiting its other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Customer.		
9	WARRANTIES		
		10	LIABILITY
		10.1	Subject to clause 10.3, NMR's maximum liability arising under or in connection with any claim arising under this Agreement shall not in any event exceed (i) 12 months charges which have been paid proceeding any breach or (ii) a total of one hundred thousand pounds (£100,000), whichever the lower.
		10.2	Subject to clause 10.3, NMR shall not be liable to the Customer, whether in contract, tort (including negligence and/or for breach of statutory duty), misrepresentation or otherwise in connection with the Agreement for any loss of profit, loss of revenue, loss of business, or loss of anticipated savings, in each case whether direct or indirect, or for any indirect, special or consequential loss or damage, howsoever arising.
		10.3	Nothing in this Agreement excludes or limits either party's liability for (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be legally excluded or limited.
		11	TERMINATION
		11.1	Either party may terminate this Agreement by giving the other party one (1) month's written notice prior to the expiry of the current Year.
		11.2	NMR may terminate this Agreement with immediate effect by giving notice in writing to the Customer if:
			(a) the Customer fails to pay any sum payable under the Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payments;
			(b) the Customer commits a material breach of any of its obligations under this Agreement which is incapable of remedy;
			(c) the Customer commits a material breach of any of its obligations under this Agreement which is capable of remedy and fails to remedy it or persists in such breach for thirty (30) days after having been notified in writing of such breach; or
			(d) the Customer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any act or legislation for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) expect a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator, or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding of the Customer or any steps are taken (including, without limitation, the making of an application or the giving of any notice) by the Customer or any other person for the appointment of an administrator in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer or if the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt or the Customer ceases or threatens to cease to carry on its business.

12 CONSEQUENCES OF TERMINATION

- 12.1 On termination of this Agreement for any reason:
- (a) all obligations of NMR shall cease;
 - (b) subject to any Special Conditions to the contrary, all Charges and other amounts payable by the Customer to NMR under this Agreement will become due immediately and the Customer shall immediately pay to NMR all of NMR's outstanding unpaid invoices and interest and, in respect of Goods/Services and/or Deliverables supplied but for which no invoice has yet been submitted, NMR shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - (c) subject to any Special Conditions to the contrary, the relationship of the parties shall cease;
 - (d) the Customer shall immediately cease all use of and return to NMR (or, if NMR so requests by notice in writing, destroy) all of NMR's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information, and shall certify that it has done so, and shall make no further use of such Confidential Information; and
 - (e) any provision of these General Conditions or of any Special Conditions expressly stated to survive termination or which by their nature are apparently intended to survive such termination (including, without limitation, clauses 1, 5.3, 5.4 and 5.6 (to the extent any ongoing payment is required in accordance with any applicable Special Conditions after termination), 6, 7, 10, 12, 13, 14, and 15 and these General Conditions) shall remain in full force and effect notwithstanding termination.

13 CONFIDENTIALITY

- 13.1 The Customer shall keep and procure to be kept secret and confidential all Confidential Information disclosed or obtained as a result of the relationship of the parties under this Agreement and shall not use or disclose the same save for the purposes of the proper performance of this Agreement or with the prior written consent of NMR.
- 13.2 The Customer may disclose Confidential Information to an employee, consultant or agent to the extent necessary for the performance of the Agreement provided such disclosure is subject to obligations equivalent to those set out in the Agreement. The Customer shall use its best endeavours to procure that any such employee, consultant, or agent complies with such obligations. The Customer will be responsible to NMR in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 13.3 The obligations of confidentiality in this clause 13 do not extend to any Confidential Information which the Customer can show:
- (a) is or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under this Agreement; or
 - (b) was in its written records prior to entering into this Agreement and not subject to any confidentiality obligations; or
 - (c) was or is disclosed to it by a third party entitled to do so; or
 - (d) the parties agree in writing is not Confidential Information or may be disclosed; or
 - (e) is required to be disclosed under any Applicable Law, or by order of a court of

governmental body or authority of competent jurisdiction.

- 13.4 The Customer shall not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of this Agreement without the prior written consent of NMR.

14 GENERAL

- 14.1 The Customer shall not assign or otherwise transfer the benefit or obligations of this Agreement without the prior consent of NMR.
- 14.2 NMR may at any time assign, subcontract or otherwise transfer any or all of its rights and obligations under this Agreement.
- 14.3 This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding, or written or oral agreements between the parties in relation to such subject matter.
- 14.4 The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement.
- 14.5 With the exception of any price increase in accordance with clause 5.4 or as set out in any Special Conditions, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.6 A person who is not a party to this Agreement has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Agreement.
- 14.7 Neither party may pledge the credit of the other party nor represent itself as being the other party nor an agent, partner, employee or representative of the other party and neither party may hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other. Nothing in this Agreement, and no action taken by the parties pursuant to this Agreement creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties. NMR may refer to the Customer in marketing and promotional materials as being a user of the Product(s).
- 14.8 If at any time any part of this Agreement is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Laws, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.
- 14.9 Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post or by email and shall be deemed to have been received by the addresses within 72 hours of posting or 24 hours if sent by email to the correct email address of the addressee, provided always that any notice sent by email shall be confirmed in writing by post as soon as practicable.
- 15 APPLICABLE LAWS**
- Both the Customer and NMR shall at all times, in connection with this Agreement and the provision and use of the Services and/or Deliverables comply with all Applicable Laws, including without limitation those relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and neither party shall engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010

if such activity, practice or conduct had been carried out in the UK.

16 LAW AND JURISDICTION

16.1 This Agreement and any issues, disputes or claims arising out of, or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 All disputes or claims arising out of or relating to this Agreement shall be subject to the jurisdiction of the courts of England and Wales to which the parties irrevocably submit.

APPENDIX 1 _ - SPECIAL CONDITIONS -

1. **Software and Support Terms:** these additional terms shall apply to all software and support services offered by NMR (or third parties on their behalf) which includes any hardware, software, and subscription service included in any NMR Product offerings purchased by Customer pursuant to an Order Form under the Agreement ("**NMR Solution**").

2. For software included in the NMR Solution, such licences to the software shall immediately terminate upon termination or expiration of the term of the Customer's subscription to use the NMR Solution (for the avoidance of doubt such software licences are not perpetual and are not irrevocable).

3 **User Rights:** Subject to payment of agreed fees and strict compliance with the terms of the Agreement, including any end user terms as applicable, NMR shall provide Customer solely for Customer's internal business purposes:

(a) access to the NMR Solution and/or subscription service (as applicable) through means NMR provides (and which may include online portals or interfaces such as https, VPN or API); and (b) a personal, revocable, non-exclusive, non-assignable, non-transferable licence to: (i) download, install, and use software NMR provides solely to operate the NMR Solution, including any updates, upgrades, error corrections, changes, or revisions to the same provided by NMR, solely for Customer's internal use; and (ii) use NMR Solution documentation as reasonably required in connection with the NMR Solution (collectively, "**Use Rights**"). Use Rights continue for the duration of the period stated in the applicable NMR proposal, or if there is none, for 12 months.

4. NMR Solution may list metrics, including User (as defined below) number, data volume, sensors, or other means to measure usage or fees (the "**Usage Metrics**"). Use Rights are subject to Usage Metrics and any restrictions in the Agreement.

5. If Customer exceeds Usage Metrics, NMR may suspend access until Customer pays required fees. Customer, Customer employees, and any authorised party accessing the NMR Solution on Customer's behalf ("**Users**") may exercise Use Rights, provided that, Customer must bind them to the Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions.

6. Customer may not resell Use Rights or permit third parties (except Affiliates or service providers) to be Users or make copies of the NMR Solution (except for back up) except as agreed by NMR in writing.

7. NMR shall have no responsibility with respect to any actions or inactions of Users involving the NMR Solution.

8. The NMR Solution is licensed for use solely at the Site set forth in the Order Form (or as agreed in writing by NMR) pursuant to which the NMR Solution was purchased and shall not be removed from that Site without NMR's prior written consent. Customer shall be responsible for complying with all laws and regulations applicable to such Customer and its use of the NMR Solution. NMR shall not be liable or responsible for any inability of a Customer to use the NMR Solution based on any denial of connectivity to the NMR systems, networks, or remote access upon which the NMR Solution is dependent for proper operation and performance.

9. **Acceptable Use:** The Use Rights are the only acceptable use of the NMR Solution. Customer shall not use the NMR Solution for purposes of or in connection with: (a) reverse engineering, making machine code human readable or creating derivative works or improvements; (b)

interfering with its security or operation (including probing, scanning or testing the vulnerability of any security measures or misrepresenting transmission sources); (c) creating, benchmarking or gathering intelligence for a competitive offering; (d); infringing another's Intellectual Property Rights; (e) employing it in hazardous environments requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; or (f) any use that would reasonably be expected to cause liability or harm to us or our customers or breach the Agreement. Any violation of the restrictions set forth in this Section shall constitute a breach of Customer's Use Rights under this Agreement.

10. Customer may not: (a) copy (except for backup purposes), modify, sublicense, rent, lease, loan, timeshare, use in the operation of a service bureau, sell, distribute, disclose, publish, assign, grant a security interest in, encumber or transfer in any manner the software or any license rights included in the NMR Solution; (b) use such software for other than for the Use Rights; (c) create derivative or merged works of such software or separate the component parts of the software; (d) input, upload, transmit or otherwise provide to or through such software, any unlawful, injurious or malicious information, materials or code; perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons regarding the software; (f) alter or remove any proprietary rights notices or legends on or in such software; (g) use NMR's trademarks, service mark, logos; (h) access or use or allow direct or indirect access or use of the software for development, provision or use of a competing software service or product; (i) disclose any source code of which Customer becomes aware; or (j) disclose keys required to use such software to any third party, except as explicitly provided for herein or circumvent any license management, security devices, access logs, or other software protection measures or modify, tamper with, reverse engineer, reverse compile or disassemble keys.

11. Customer will not allow or enable a third party to engage in any of the foregoing. Any violation of the restrictions set forth in Sections 10 and 11 shall constitute a material breach of Customer's Use Rights.

12. Where NMR Solution includes a portal as part of the NMR Solution, Customer must: (i) maintain strict confidentiality of User names, passwords, or other credentials; (ii) not allow others to use Customer credentials or access Customer account; (iii) immediately notify NMR of any unauthorised use or breach of security; (iv) submit only complete and accurate information; and (v) maintain and promptly update information if it changes. NMR may use rights management features (e.g. lockout) to prevent unauthorized use. Notwithstanding anything to the contrary herein or in an NMR proposal, a Customer shall not, and shall be entitled to, use or access the portal and NMR shall not be obligated to provide portal access to such Customer.

13. **Data:** Customer retains all ownership or other rights over data that Customer or persons acting on Customer behalf input, upload, transfer, or make available in relation to, or which is collected from, Customer devices or equipment by the NMR Solution ("**Input Data**"). NMR and its Affiliates have the right to duplicate, analyse, transfer, modify, and otherwise use Input Data to provide, improve, or develop NMR's offerings. Input Data may also be used by NMR in connection with Customer use of the portal. Customer has sole responsibility for obtaining all consents and permissions (including providing notices to Users or third parties) and satisfying all requirements necessary to permit NMR's use of Input Data.

14. Customer will, at Customer's cost and expense, defend, indemnify, and hold harmless NMR and our Affiliates, subcontractors, and licensors from and against all losses, awards, and damages (including attorneys' fees) arising out of claims by third parties related to NMR's possession, processing, or use of Input Data in

accordance with the Agreement or Customer's or Users' infringement, misappropriation, or violation of NMR's or a third party's Intellectual Property Rights (except if caused by Customer's authorised use of the NMR Solution). Unless agreed in writing, NMR does not archive Input Data for Customer's future use. Customer acknowledges and agrees that Customer's Input Data may be transferred outside the country or territory where the NMR Solution is deployed or installed. Customer also acknowledges that the Input Data associated with the NMR Solution is of the type that can be transferred to another country or territory without restriction, excluding any Personal Data (as defined below).

15. **IP:** All right, title and interest, including, but not limited to, all Intellectual Property Rights in and to NMR Solution and all derivative works, modifications, and improvements, are retained by NMR and are NMR's confidential information. NMR shall own all Intellectual Property Rights that are: (i) developed by NMR or its Affiliates by processing or analysis of Input Data (excluding Input Data itself but including derived data that is sufficiently different from Input Data so that Input Data cannot be identified from analysis or further processing of such derived data); or (ii) generated through support, monitoring, or other observation of Customer's and Customer's Users' use of the NMR Solution. The operation and performance of NMR Solution is NMR's confidential information. If Customer provides any suggestions, comments, or feedback regarding NMR Solution, Customer hereby assigns to NMR all right, title, and interest in and to the same without restriction. Customer shall notify NMR within three (3) days of any actual or suspected unauthorized access to, or disclosure of, confidential information or any actual or suspected breach of Customer's computer systems that maintain any of NMR's confidential information.

16. **Privacy:** NMR may process certain data and information about Customer, its users, and/or its employees, customers, contractors, or Affiliates that are recognised under applicable law as "personal data" or equivalent terms ("**Personal Data**") in connection with the Agreement. NMR collects and uses such Personal Data in accordance with NMR's Privacy Statement, which Customer acknowledges. Each Party will comply with applicable privacy and data protection laws. If NMR processes Personal Data on Customer's behalf, NMR's Data Processing Terms, available at National Milk Records | Privacy Notice (nmr.co.uk), apply and are incorporated herein by reference.

17. **Term and Termination:** Customer may not terminate the term of its NMR Solution subscription or the NMR Solution for Customer's convenience prior to the expiration of the agreed term for the NMR Solution. NMR may terminate immediately upon notice and without liability if the NMR Solution is provided at no charge if any use by Customer is fraudulent, based on Customer's breach of Customer's Use Rights, or if continued use would subject NMR to legal, regulatory, or any third party liability.