

**Valley Agricultural Software, Inc. (“VAS”)
END-USER SUBSCRIPTION AGREEMENT (“EUSA”)**

VAS understands how important your privacy and data ownership are to you. We are committed to protecting the privacy of your data and the information that VAS and you share.

You own your data.

We will not disclose data or information that could identify you or your business without your permission. VAS wants you to be informed and to provide the transparency necessary for you to understand how your data is used and how VAS is creating data that you can use to improve your enterprise.

VAS creates value for you through its software by creating computational data, hosting data, formatting data, and providing technology to help you focus on making the best decisions for your business and to provide you with new insights about your enterprise. To do that, we need a license to use your data. And you need a license to use our data and technology.

This EUSA is part of our commitment to transparency and your data ownership and privacy. It lays out terms and conditions to help you understand the details of your and VAS’s rights and obligations as we work together to improve your enterprise. It covers the following:

- That you own your data
- Mutual licenses for VAS data and your data needed to provide services and products
- Incorporating new and more robust privacy policy to protect data and privacy
- Protecting VAS’s system and software
- Additional anonymity commitments

Here are some things this EUSA does *not* do:

- It does *not* let us access your computers without your permission
- It does *not* let us access your system without your permission
- It does *not* let us share your files with third parties without your permission
- It does *not* prevent you from sharing data to comply with law nor does it prohibit you from working with consultants

This EUSA is for all subscriptions for services sold by VAS, including subscriptions for software as a service.

(See www.vas.com for additional details, including our Privacy Policy at <http://web.vas.com/privacy>, which is part of this EUSA)

If you have any further questions about this EUSA please contact us at legal@vas.com.

EUSA Terms & Conditions

Nature & Purpose of the EUSA: This EUSA is a legal agreement between You (either an individual or a single entity) hereafter also referred to as (“Subscriber”) and VAS for VAS-provided services that accompany this EUSA or are otherwise provided by VAS to Subscriber, including software as a service, (hereafter referred to “Service”) and software provided by VAS to facilitate use of the Service (the “Software”). An “Affiliate” is any person (natural or legal) that directly or indirectly controls, is controlled by, or is under common control with VAS. “Control” is presumed if at least one of the following conditions is present: (a) for corporate entities, owning at least fifty percent of the stock or shares, directly and indirectly, having the right to vote for the election of directors or any direct or indirect parent of that corporate entity, and (b) for non-corporate entities, owning at least fifty percent of the equity interest, directly or indirectly, with the power to direct the management and policies of that non-corporate entity.

There will be times when You need to update the Software to keep using the Services or Software or to improve or fix technical issues related to the Software or Service. Indeed, we may check the version of the Software You have licensed or your Service and recommend updates to You. These updates are subject to this EUSA, unless other terms accompany the updates. In that case, the other terms will apply. VAS has no obligation to provide any updates, and we do not guarantee that VAS will support the software version You licensed or the device on which You run the Software You licensed or Service you purchased.

Also, VAS may have to remove or makes changes in the functionalities or features of the Software or Service or stop providing access to the Service or Software completely. Unless otherwise required by applicable law, VAS is under no obligation to provide new downloads or replacement materials related to any Software You licensed or Service You purchased. Additionally, VAS may offer and you may use beta versions of the Software or Service that may not work correctly or may work differently than the final version.

An amendment or addendum to this EUSA may accompany updates to the Service or Software or emails updating this EUSA. You agree to be bound by the terms of this EUSA by using any Service or Software, if You do not agree, do not use the Service or Software.

This EUSA may be periodically updated. Any updates will be emailed to Subscribers and made available on www.vas.com. You agree to be bound to the terms of any updated EUSA by continuing to use any Service or Software after notice of the updated EUSA. If You do not agree to the updated EUSA, do not continue use of the Service or Software; You may cancel your subscription for a partial refund of pre-paid subscription fees for any subscription period remaining within 30 days of the notice of the updated EUSA, if applicable.

Data and System Access: Subscriber owns the raw data. Use of Software and Service provides Subscriber access to some aspects of VAS’s data and System. It also requires that VAS use the Subscriber’s raw data.

Definitions: “access” means any use or implementation or any permission to use or implement; “data” means any information or combination of information, including information protected by intellectual-property rights, like copyright; “System” means any software, hardware, firmware, network, or any combination thereof provided, used, owned, leased, or implemented by VAS or under its direction or control; “raw data” means data gathered by or created by Subscriber or on behalf of Subscriber without using the System, Software, or Service that is inputted by Subscriber or on behalf of Subscriber into the System, Service, or Software.

VAS’s data includes computational data and hosted data. Any access to Software, Service, computational data, hosted data, or System given to Subscriber by VAS is for Subscriber’s own use. Subscriber cannot provide any third party access to hosted data. Indeed, Subscriber cannot provide access to the Software, Service, computational data, hosted data, or System to any third party—even if that third party is accessing the Software, Service, computational data, hosted data, or System on behalf of or to help Subscriber. Subscriber may request that VAS provide a third party with temporary access for limited purposes related to helping Subscriber run its business. VAS will determine whether to grant temporary access on a case-by-case basis, and VAS is under no obligation to grant that temporary access. Any access of Software, computational data, hosted data, Service, or System by a third party that is beyond the access provided in this EUSA is without authorization or exceeds authorized access as defined in 18 U.S.C. § 1030(a)(2)(C) and is without permission as defined in California Penal Code § 502. Nothing in this provision is meant to preclude or prevent Subscriber from complying with any applicable laws or participating in government-sponsored programs meant to support, improve, or study the dairy industry or dairy farming.

Definitions: “computational data” means data produced, processed, organized, or formatted by VAS, the System, the Service, or the Software, even if that data incorporates, is based on, is related to, arises out of, is a copy of, or uses raw data, and “hosted data” means any data maintained or found on the System or otherwise maintained or stored by VAS.

Subscriber grants VAS and its Affiliates a non-exclusive, perpetual, irrevocable, transferable, royalty-free, and worldwide license to use, publish, copy, and sublicense the raw data.

VAS owns the computational data. VAS grants Subscriber a limited, non-exclusive, and worldwide license to use the computational data in the operation of its business—this license expires upon the expiration of this EUSA. Subscriber does not claim any ownership interest in the computational data, and to the extent Subscriber has any ownership interest in the computational data—despite the existence of this provision—Subscriber assigns any and all interest to VAS. To the extent any such interest cannot legally be assigned, Subscriber grants VAS and its Affiliates a non-exclusive, perpetual, irrevocable, transferable, royalty-free, and worldwide license to use, publish, copy, share, sell, and sublicense any such unassignable interest. If VAS and its Affiliates share computational data with other entities or persons that are not VAS or its Affiliates, that data would be anonymous—it could not be used to identify the Subscriber—and generally this sharing would be done for the benefit of the Subscriber or the industry; for example, for benchmarking. Without limiting the

generality of the foregoing, Subscriber does not have permission to share or provide computational data to any party that offers services, products, or software that compete with VAS or that is also a customer of VAS without the express written consent of VAS.

VAS also creates and maintains databases that are governed by Sui Generis Database Rights. VAS owns all Sui Generis Database Rights in any database hosted, produced, created, originated, formed, or formatted using the System, Service, or Software and in any database hosted, produced, created, originated, formed, or formatted on or in the Software, Service, or System. To the extent that Subscriber owns any part of these Sui Generis Database Rights—despite the existence of this provision—Subscriber assigns them to VAS. If Subscriber is not able to legally assign these rights, Subscriber grants VAS and its Affiliates a non-exclusive, perpetual, irrevocable, transferable, royalty-free, and worldwide license to use, publish, copy, share, sell, and sublicense these rights. VAS grants Subscriber a personal, worldwide, non-exclusive, and royalty-free license to use and download any copyrighted databases or databases protected by Sui Generis Database Rights in the form of data reports or data exports; this license expires upon the termination of this EUSA.

Definitions: “Sui Generis Database Rights” means any rights—excluding copyright—derived from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended or succeeded, in addition to any other equivalent rights anywhere in the world.

Without limiting the generality of the foregoing, VAS does acknowledge that certain categories of third parties—who do not compete with VAS—are pre-approved as third-parties that Subscriber can share computational and hosted data with, assuming those third parties are not sharing the computational and hosted data with competitors of VAS:

- Value-added re-sellers of VAS;
- Milk Recording organizations for purposes of regular milk testing and herd improvement;
- Consultants, veterinarians, and nutritionists using analyzer version of VAS programs and services;
- Universities for research purposes; and
- Other dairy industry companies, such as genetic or pharmaceutical companies, offering data-driven advice back to the farm.

As part of this pre-approval, VAS reserves the right to request, upon reasonable notice, a list of third parties that Subscriber has shared computational data and hosted data with. VAS will give at least 30-days’ notice when requesting such a list and will not make excessive requests during the subscription or license period. VAS may decide to never exercise this right. VAS will not share this list with other dairies or farmers. VAS will inform Subscriber if any particular third party that otherwise qualifies under this pre-approval program is no longer pre-approved. In addition, based on its own criteria, VAS may, in its complete discretion, inform Subscriber that previously disclosed or pre-approved third parties are no longer pre-approved or authorized to receive computational

data or hosted data without VAS's express permission before disclosure or sharing, in accordance with the other data-sharing provisions of this EUSA.

VAS also maintains or has access to third-party data. Subscriber does not have any right to third-party data. Nor does anything in this EUSA give Subscriber the right to use the System, Service, or Software to access, obtain, or copy third-party data.

Definition: "third-party data" means any data inputted, created, or gathered by a party that is not Subscriber or VAS, unless that data is inputted, created, or gathered by a third party on behalf of Subscriber.

Waiver of warranties regarding data: Any data provided by VAS to Subscriber—including raw data, computational data, and hosted data—is provided on an as-is basis and without any warranties.

Termination of access: Subscriber's access of the System, Service, and Software terminates upon termination of this EUSA. Subscriber has the right to request in writing a copy of its raw data at any time—while this EUSA is in effect—and within 45 days of termination of this EUSA. Subscriber understands that the raw data will not necessarily be provided in the form that it is found in the System, Service, or Software or as presented by the Software, System, or Service.

With regard to how VAS treats data that can identify any natural person and privacy issues, please refer to VAS's Privacy Policy available at www.vas.com.

Software License: VAS hereby grants Subscriber a limited, non-transferable, license to use Software in the manner described in this EUSA. Regardless of the method of marketing, the Software is NOT in the public domain. It is copyrighted by VAS, all rights reserved. Copying, selling, or otherwise distributing this Software is a violation of the law.

You may use the Software only in connection with the Service. All copying of the Software is prohibited, except for loading the Software from any media or links provided by VAS into the computer memory of your devices for the purpose of using the Service and, where the documentation included in Software expressly permits it, for back-up purposes in support of your use of the Service. You must reproduce the copyright notice displayed on the media package or otherwise provided by VAS on any back-up copy. You are granted no other right to copy, duplicate, modify, adapt or lend, sell, rent, substitute, or otherwise transfer to any third party the Software. Nor can you grant any third party access to the Software. You are granted no right to use the source code of the Software in any manner.

Copies of the Software created or transferred under this EUSA are licensed, not sold, and Subscriber receives no title to or ownership of any copy of or the Software itself. Furthermore, Subscriber receives no rights to the Software other than those specifically granted under this provision. Without limiting the generality of the foregoing, Subscriber will not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; (b) use the Software for service-bureau or time-sharing purposes or in any other way allow third

parties to exploit the Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.

Limited Warranty, Limitation of Liability: VAS warrants to you that any media provided to you containing the Software will be free from defects in materials and workmanship for a period of 90 days from the date of delivery to you, as evidenced by a copy of your receipt (the "Delivery Date"). VAS also warrants to you that the Software and Service will perform substantially in accordance with any accompanying documentation included as part of Software or Service for a period of 1 year from the Delivery Date of the Software or the start of your Service subscription when used as directed. There are no other expressed or implied warranties (including implied warranties of merchantability and fitness for a particular use) regarding the Software, Service, or media. Except any implied warranties which cannot be disclaimed under applicable law, any such implied warranties covering the media are limited in duration to 90 days from the Delivery Date. Any such implied warranties covering the Software and Service are limited in duration to 1 year from Delivery Date of the Software or the start of your Service subscription. Your sole and exclusive remedy for any breach of warranty is that VAS, at its option, either will refund or repair the Software or Service.

VAS does not warrant that the Software or Service will meet your requirements or that the operation of the Software or Service will be uninterrupted or error free. The foregoing warranties do not apply if you mishandle, alter, or improperly use or store the Software, Service, or media. Although changes or improvements to the Software or Service may be made, VAS will be under no obligation to provide them to You, unless You remain an active registered Subscriber and maintain Software maintenance agreements. VAS is not responsible for problems caused in the operating characteristics of computer hardware or computer-operating systems which are made after the release of the Software or Service. If the media or Software are not as warranted, VAS will replace it on an exchange basis without charge. In addition to the foregoing warranties, if for any reason you are not satisfied, you may return the Software and media and all copies (if any) made therefrom, to VAS within 90 days of the Delivery Date, and VAS will refund your payment for the Service subscription less installation/hardware costs. Such a return will terminate all your rights to use the Software and Service.

Exclusive Remedy: The parties agree that the remedies set forth in this EUSA constitutes the sole and exclusive remedies available for any breach of this EUSA, including any breach of warranty, whether expressed or implied. VAS's sole obligation and Subscriber's exclusive remedy for any warranty failure is the correction or replacement of any nonconforming Software, Service, or hardware or the refund of an amount not to exceed the actual payments paid by Subscriber to VAS for the nonconforming Software, Service, or hardware.

Limitation of Liability for Consequential Damages: The parties expressly agree that VAS will not be liable for consequential damages, including but not limited to acts of third parties, whether authorized or unauthorized, that cause any type of loss; loss of data for any reason; damage to

equipment caused by electrical surges, static charges, or other related causes; or loss of business opportunities or actual losses related to equipment or service failure.

Trade Secrets: You acknowledge that the Software and Service contain trade secrets of VAS. You agree to take all steps necessary to protect the Software, as well as any copies thereof, and the Service from disclosure. VAS reserves the right to copy protect the Software, Service, and media with any means possible either by software or hardware solutions. Should such a protection plan take effect, you agree to protect the Software, Service, and media; and you may not modify or remove said copy protection. You also agree that you will not reverse engineer, decompile, disassemble, or otherwise attempt to derive any source code from the Service, including related software.

Exports: Subscriber will not: (a) permit any third party to access or use the Software, Service, or System in violation of any U.S. law or regulation; or (b) export the Software or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Subscriber will not permit any third party to access or use the System or Service, or export the Software to, a country subject to a United States embargo.

Assignment of Contract Obligations: Neither party may assign this EUSA or any rights or obligations hereunder without the other's express written consent, except that either party may assign this EUSA to the surviving party in a merger of that party into another entity or an acquisition of all or substantially all that party's assets. An assignment authorized by the preceding sentence will not become effective unless and until the assignee agrees in writing to be bound by all the assigning party's rights and obligations as set forth in this EUSA. Except to the extent forbidden by this provision, this EUSA will be binding upon and inure to the benefit of the parties' respective successors and assigns.

Termination: If you violate any item of use set forth above, this EUSA, the Service, and the license provided hereunder will be automatically terminated, and you agree to return the Software, media, and all copies (if any) made therefrom, to VAS at the address below. Your obligations under the EUSA will remain in effect until you have returned all those materials. You may voluntarily terminate the Service and license by similarly returning the Software, media, and all copies to VAS or by sending a written cancellation notice to the address below. If the license is terminated automatically or voluntarily more than 90 days after the Delivery Date or the execution of this EUSA or 30 days after notice of an updated EUSA—whichever is later—you will not be entitled to any refund from VAS. This EUSA also automatically terminates upon Subscriber ceasing to pay subscription fees in exchange for the rights granted under this EUSA.

Returns, Non-Acceptance: Any returns should be made to the following address after a RMA number has been issued:

Valley Agricultural Software: 3950 South "K" STREET - TULARE, CA 93274 -
USA For warranty service, Call VAS at 559-686-9496, FAX: 1-559-686-6253

EMAIL: info@vas.com URL: www.vas.com You will be given instructions regarding packing, shipping and RMA Numbers

General: You acknowledge that you have read this EUSA, understand it, and agree to be bound by its terms. The agreement between you and VAS regarding the Software, data, Service, System, and media consist solely of this EUSA. The EUSA does not include any other prior or contemporaneous promises, representations or descriptions regarding the Software, Service, data, System, or media, even if they are contained in materials provided by VAS. This EUSA may only be modified in a written amendment signed by an authorized officer of VAS. If any provisions of this EUSA are invalid under applicable law, they are, to that extent, deemed omitted. This EUSA and performance hereunder will be governed by and construed in accordance with the laws of the State of California, without reference to choice-of-law principles. The parties to this EUSA irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Tulare County, California, for all disputes arising out of or relating to this EUSA or the Software.

Authority to bind: If Subscriber is using Software or Service on behalf, as an employee, or agent of another person or entity, including a corporation or other non-natural person, Subscriber represents and acknowledges that they have the authority to bind that person or entity to this EUSA and that Subscriber, as used herein, includes that person or entity, who will be bound by this EUSA.