

Terms and conditions for licence and support

1. Definitions

- a. Hedensted Gruppen A/S, Denmark (CVR no. 30858018) is the 'Licensor'.
- b. The 'Licensee' is any party with the right to use the Software under an express agreement with the Licensor.
- c. The 'Software' is all Weightlog applications on all IT platforms, and all earlier and future versions of the same.

2. Scope

- a. These terms and conditions apply to all use of the Licensor's Software.
- b. The relationship between the Licensor and Licensee is regulated only by these terms and conditions, and any supplementary written agreements between the parties.

3. Licence

- a. By accepting the licence conditions and paying the associated licence fees for use of the Software, the Licensee acquires a time-limited, non-exclusive and non-transferable right to use the Software and subsequent updates under the terms and conditions described here.
- b. This right of use applies to all the Licensee's employees and partners, such as the Licensee's veterinarian, feed central and experience exchange groups.
- c. If the Licensee's third party misuses the given knowledge in a way that was not intended, or with malicious intent towards the Licensor, the Licensor reserves the right to terminate access by the third party.
- d. Any form of copying or reproduction of the Software and associated programs and source code is illegal and represents a material breach of the agreement, which will lead to access to the system being closed without notice and termination of all agreements with the Licensee.
- e. The licence agreement commences in the month that the Licensee receives access to the Software. The licence agreement has a term of one year and is binding for the first three years. The licence agreement will then renew automatically for a one-year term, unless the agreement has been terminated, giving at least one month's notice, prior to the expiry of the licence period.
- f. The annual licence fee may be adjusted by the Licensor, effective from the next renewal date, giving at least two months' notice.

4. Updates

- a. The Licensor has the right to regularly update the Software as the Licensor deems necessary. The Licensor is also entitled to make changes to the functionality of the Software, including removing, changing or adding functions as the Licensor deems necessary.
- b. Such updates and changes to the functionality of the Software do not give rise to any limitations or changes to the Licensee's obligations towards the Licensor. Nor do such changes entitle the Licensee to activate breach entitlements in relation to the Licensor.

5. Support

- a. The licence includes technical support for operational issues.
- b. Other support is provided in line with the Licensor's terms of service.

6. Payment

- a. The licence fee is to be paid in advance for the one-year licence period. Shorter periods may be agreed at an additional charge per payment.
- b. Payment terms are 14 days from the invoice date.
- c. If the Licensee fails to pay, the Licensor will be entitled to terminate the Licensee's access to the system without notice.

7. Rights

- a. Full ownership of all data and records in the Software belongs jointly to the Licensor and the Licensee. The registered data will be used by the Licensor to support maintenance and development of the Software. After the agreement has terminated, data cannot be transmitted to or printed for the Licensee. The Licensor retains the right to use the data under clause 9 after the agreement has been terminated.

8. Confidentiality

- a. Neither party may disclose or use – or enable other parties to use – the other party's trade secrets or other information of any kind, unless it is already publicly available.

9. Data collected

- a. Irrespective of the above, the Licensee expressly accepts that Licensor may use the data to make improvements to future versions of the Software, improve the user experience and make general improvements, and for other commercial and non-commercial purposes.
- b. The Licensor is entitled to use the data collected through the Software in any manner deemed reasonable by the Licensor, including any cooperation with and/or disclosure of data to third parties. When disclosing data to third parties, the Licensor will take all reasonable steps to ensure anonymity for individual Licensees. Where the collected data contains data covered by applicable personal data legislation, such data will be processed in accordance with this legislation.
- c. By separate agreement, the Licensee may authorise the Licensor to remove the Licensee's anonymity towards other specific Licensees.

10. Liability

- a. Each party is liable for its own actions and omissions in accordance with applicable law. Neither party is liable for indirect losses, including loss of production, sales, profit, time or goodwill.
- b. The Licensor will make every effort to ensure errors in content and other issues are regularly corrected.
- c. The Licensor's liability towards the Licensee can in no case exceed the Licensee's total payment to the Licensor in the last 12 months.

11. Governing law and venue

- a. The parties' collaboration is governed by Danish law, and any dispute between the parties must be settled with the court of first instance in Horsens.

12. Changes

- a. These terms and conditions may be changed in connection with future updates to the Software. The updated terms and conditions are automatically accepted when use of a new version commences.