

End-User License Agreement ("Agreement")

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Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button, downloading or using this Software product ("Software").

By clicking the "I Agree" button, downloading or using the Software, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Software.

Technical Support

If you require technical assistance, please refer to the manual accompanying the Software Product or our website <http://biocontrol.no> at where you will find the contact information. Any telephone charges will be payable by you. BioControl does not guarantee that technical assistance will be available at any time or for any minimum period of time.

Installation

Software supplied on a data carrier, sent via electronic mail, downloaded from the Internet, downloaded from the Provider's servers or obtained from other sources requires installation. You must install the Software on a correctly configured computer, complying at least with requirements set out in the Documentation. The installation methodology is described in the Documentation. No computer programs or hardware which could have an adverse effect on the Software may be installed on the computer on which You install the Software.

License

BioControl grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Software solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

Stipulation of the number of licenses

The right to use the Software shall be bound by the number of End Users. One End User shall be taken to refer to the following: (i) installation of the Software on one computer system; or (ii) if the license has a Tablet module the activation of the license can be extended to a portable device. You must not use the same License at the same time on more than one device.

Transfer of the License

The Software can be transferred from one computer system to another, unless contrary to the terms of the Agreement. If not contrary to the terms of the Agreement, the End User shall only be entitled to permanently transfer the License and all rights ensuing from this Agreement to another End User with the BioControl's consent, subject to the condition that (i) the original End User does not retain any copies of the Software; (ii) the transfer of rights must be direct, i.e. from the original End User to the new End User; (iii) the new End User must assume all the rights and obligations incumbent on the original End User under the terms of this Agreement.

Licensing

The PC-program 'VaDia Suite' is divided in modules. At present the modules 'Milking Time Testing', 'Pulsator Testing' and 'Falloff Testing', and 'Slug' are available. After you have installed VaDia Suite, you can request a test license to try the complete VaDia Suite with all modules activated for a 14 days evaluation period.

The VaDia Android Mobile Application can be downloaded from the Google Play Store. Price is given in local currency with VAT, please see your local Google Play Store. Your VaDia Suite license ID must be activated in the VaDia mobile app to have access to the same functionality as in your VaDia Suite license. Contact our support team for any questions: support@biocontrol.pl

VaDia Suite is copy-protected by a software key. This software key is a unique combination of license ID and password that can be purchased from BioControl. The purchase of a software key is equivalent to one user license for one user.

VaDia Suite will work when it is not connected to the internet, but the PC must be connected to the internet to activate the user license. VaDia Suite will stop working on the PC if the user license is not activated within the evaluation period after the test license has expired.

Included in the VaDia Suite user license is the right to automatic updates for a period of 12 months after activation. Updating warrants that VaDia Suite is always according to the latest modifications, improvements, insights and features. Automatic updating is done with 'VaDiaSuiteUpdater', a program that is part of VaDia Suite. When starting VaDia Suite, the VaDiaSuiteUpdater automatically makes contact with the BioControl server and looks for VaDia Suite updates. If available, it will ask the user if the updates should be installed.

Extension for another 12 months automatic updating can be purchased from BioControl for EUR 50 at the end of the automatic updating period. Declining this extension implies that VaDia Suite will not be updated after this period. We recommend automatic updating so that you will always have the latest insights and features available and your system will continue to work, e.g. in case of Operating System increments.

From 01.01.2019 the update fee will be 100 EUR for licenses that have not been up to date for a continuous period of over 3 months. To pay the yearly fee of 50 EUR the fee must be paid within 3 months of the VaDia Suite updater expiry.

Additional modules can be added to existing licenses. If you wish to add a module to an existing license ID, please inform us of this when you send us the order with your VaDia Suite License ID. See chapter 'licensing' for license details and conditions.

The license ID and Password are printed on the invoice.

Note: All manuals, instructions and support are in English language.

Additional license activation:

A VaDia Suite licensee is entitled to additional activation under the following conditions:

- The same user wants to use VaDia Suite on maximum one additional PC (e.g. a desktop PC for in the office and a notebook PC for en-route).
- The user wants to activate the license in the VaDia Mobile Android Application on one device.

Requests can be sent to support@biocontrol.pl (note the PL-extension!), the email should include the license number, user name (as entered in the activation) and reason for the additional activation. BioControl reserves the right to refuse additional activation requests in case of serious concerns regarding illegal copying.

Terms and conditions:

By installing and running the VaDia Suite software the user accepts 'BioControl General Conditions of Sale and Delivery' that is listed on the BioControl website.

BioControl reserves the right to deactivate any licenses that are misused. The VaDia Suite license is to be used by one user only.

Restrictions

You agree not to, and you will not permit others to:

- a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Software or make the Software available to any third party.
- b) install or use the Software Product on a network server, multi-user arrangement or remote access arrangement for the purposes of distribution to one (1) or more other computer(s) on that network or to affect such distribution or otherwise make a copy of the Software Product available in any manner or via any media where it could be used by multiple users;
- c) except as expressly permitted by this EULA and save and to the extent in the circumstances expressly permitted by applicable law, to rent, lease, sub-license, loan, exploit for profit or gain, copy, modify, adapt, merge, translate, use, reproduce, distribute, broadcast, publicly perform, store in a retrieval system or otherwise deal in the Software Product or any part thereof in any way;
- d) remove, disable or circumvent any security protections or any technical measures that control access to the Software Product and/or are designed to prevent or inhibit the infringement of any copyright or other intellectual property right in the Software Product;

Your consent to the use by us of certain Data

We may from time to time during your usage of the Software collect anonymous, non-personally identifiable information (i.e. information which neither identifies you nor is linked to, associated with or capable of being used to identify, you) about your hardware system including how you are using the Software Product (including information about your successful installation and removal of the Software Product). This information may also include your internet protocol (I.P.) address (a numeric number assigned by your internet service provider to identify your PC). This information may be used not only to help you use the Software Product, but also to help us better understand how our customers are using the Software Product, their behaviour and preferences, so that we can improve our Software and services in the future. This information will not, however, be used to personally identify you without you being aware of it and without your separate consent. This information and any other data which may be provided by you to us or which may be collected by us in connection with your installation and use of the Software Product or any Online Features will be

collected, stored, retrieved, used and distributed in accordance with BioControl's latest Privacy Policy and Cookies Policy applicable to your region. By clicking the Accept button you unconditionally and irrevocably agree to the terms of the Privacy Policy and Cookies Policy as varied and/or amended from time to time.

Connection to the Internet.

To operate correctly the Software requires connection to the Internet and must connect at regular intervals to the BioControl's servers. Connection to the Internet is necessary for the following features of the Software:

a) **Updates to the Software**

BioControl shall be entitled from time to time to issue updates to the Software ("Updates") but shall not be obliged to provide Updates. This function is enabled under the Software's standard settings and Updates are therefore installed automatically, unless the End User has disabled automatic installation of Updates.

b) **Forwarding of infiltrations and information to BioControl**

The Software contains a function which collects logs with errors or issues of the Software, and then sends them to BioControl, along with information about the computer and/or the platform on which the Software is installed (hereinafter referred to as "Information"). This function can be disabled under the Software's standard settings. The Information may contain data (including randomly or accidentally obtained personal data) about the End User and/or other users of the computer on which the Software is installed, information about the computer, the operating system and programs installed. BioControl shall only use Information received for research and further development and shall take appropriate precautions to ensure that Information received remains confidential. By activating this function of the Software, you are agreeing to Information being sent to BioControl and You are also granting BioControl the necessary approval, as specified under the relevant legal regulations, for processing Information obtained. You can deactivate this function at any time.

Modifications to Application

BioControl reserves the right to modify, suspend or discontinue, temporarily or permanently, the Software or any service to which it connects, with or without notice and without liability to you.

Term and Termination

This Agreement shall remain in effect until terminated by you or BioControl.

BioControl may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from BioControl, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Software and all copies thereof from your mobile device or from your desktop.

Upon termination of this Agreement, you shall cease all use of the Software and delete all copies of the Software from your mobile device or from your desktop.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments to this Agreement

BioControl reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Copyright

The Software and all rights, without limitation including proprietary rights and intellectual property rights thereto are owned by BioControl and/or its licensors. They are protected by international treaty provisions and by all other applicable national laws of the country in which the Software is being used. The structure, organization and code of the Software are the valuable trade secrets and confidential information of BioControl and/or its licensors. You must not copy the Software, except as set forth in Article 6(a). Any copies which You are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on the Software. If You reverse engineer, reverse compile, disassemble or otherwise attempt to discover the source code of the Software, in breach of the provisions of this Agreement, You hereby agree that any information thereby obtained shall automatically and irrevocably be deemed to be transferred to and owned by BioControl in full, from the moment such information comes into being, notwithstanding the BioControl's rights in relation to breach of this Agreement.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE BIOCONTROL, ITS EMPLOYEES OR LICENSORS BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, COVER, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR OTHER THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF BIOCONTROL OR ITS LICENSORS OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED, IN SUCH CASES, THE LIABILITY OF THE PROVIDER, ITS EMPLOYEES OR LICENSORS OR AFFILIATES SHALL BE LIMITED TO THE SUM THAT YOU PAID FOR THE LICENSE.

Contact Information

If you have any questions about this Agreement, please contact us at support@biocontrol.pl.