

DATA LICENSE AGREEMENT

Kemin Industries, Inc. and its group of affiliated companies (collectively "Kemin") is pleased to learn of your interest to allow Kemin to retrieve, collect, store and utilize the data collected by your Application Equipment and Kemin's laboratories to improve the quality and quantity of services and products that Kemin provides.

In accordance with our agreement with you, you will allow Kemin to use the Data under the following conditions:

1. "Data" shall include all data collected by the Application Equipment including but not limited to: application rates, moisture levels, local weather measurements, tank levels, user input data, feed manufacturing process including times and temperatures, starting ingredient parameters, and any other data the Application Equipment is able to capture now or in the future. Data shall also include any data collected by laboratories on samples submitted to Kemin. Data specifically excludes any Personally Identifiable Information.
2. All rights, title, and interest in and to the Company's Data remain the exclusive property of its rightful owner at the date this Agreement is executed, except as expressly granted in this Agreement. Company grants to Kemin a royalty free, non-exclusive license to use Company's Data for any use including disclosure to third parties, so long as such disclosure does not disclose Company's identity or trade secrets of Company. Company Data shall be securely stored in a manner consistent with Kemin's other data. Any confidential information or intellectual property created by Kemin through its use of Company's Data shall be exclusively owned by Kemin; any confidential information or intellectual property created by a Cloud service provider shall be the exclusive property of the Cloud service provider.
3. Kemin grants Company a non-exclusive non-transferable non-sublicensable right to connect the Application Equipment to and access any Cloud Services that may be utilized by such Application Equipment for the purposes of sending and accessing their own information.
4. Contemplated uses of the Data include but are not limited to: management of Company's inventory of Kemin products, Application Equipment maintenance intervals, calibration development, anonymous aggregation and trend analysis, efficacy analysis, and any other use reasonably related to Kemin's business in the animal feed and supplement industry. The contemplated uses set forth in this Agreement shall not obligate Kemin to develop or offer to Company any additional product or service.
5. Company agrees to allow Kemin to access the Application Equipment remotely via an internet connection or on site by scheduling an appointment in advance to collect Company's Data.
6. This agreement shall be in place until terminated in writing by either Party. Such termination will be effective 90 days after such notice is supplied.
7. Kemin shall indemnify Company, its affiliates and subsidiaries, and their respective customers, employees and agents against any and all claims brought by virtue of your use of the Data pursuant hereto.
8. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE ANY AND ALL DAMAGES FOR ANY CAUSE OF ACTION RELATED TO THIS AGREEMENT OR THE DATA OR REPORTS SHALL BE LIMITED CUMATIVELY TO \$500,000.
9. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE DATA AND REPORTS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE PARTIES MAKE NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, RELATING TO THE DATA OR REPORTS OR KEMIN'S USE OF THE DATA, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE.

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10. Kemin and Company agree to comply with all relevant Data Protection Laws, including the GDPR. If as part of the Services, Company processes Personal Data on behalf of Kemin they shall abide by the terms of Kemin's GDPR data addendum found here: <https://www.kemin.com/eu/en/company/gdpr-personal-data-addendum>. Kemin shall comply with all applicable laws when processing any personal data, as defined by GDPR, provided by Company.
11. Regardless of the place of execution this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of Belgium, including its statutes of limitations and repose, but without regard to any borrowing statute that would result in the application of the statute of limitations or repose of any other jurisdiction. The English language version of this Agreement shall be the controlling document for interpretation purposes. The parties understand the English language and are fully aware of all terms and conditions contained herein.