

DATA LICENSE AGREEMENT

This data license agreement (the "**Agreement**") is entered into between Kemin Europa n.v., with registered office at 2200 Herentals, Toekomstlaan 42 (Belgium), and its group of Affiliates and Parents (collectively "**Kemin**") and the user of Kemin Application Systems or Lab Services (the "**User**"). Kemin and the User shall be individually referred to as a "**Party**" and together as the "**Parties**".

Whereas:

- A. The User makes use of Kemin Application Systems or Kemin Customer Lab Services, directly or indirectly via a third party. The Kemin Application Equipment is used in connection with the manufacture of certain feedstuffs, to enable the User to apply Kemin products to its feedstuffs. The Kemin Customer Lab Services are Kemin's tailored laboratory services provided to User in connection with or in relation to other Kemin products, services and/or solutions which shall only be used by the User for its internal quality control.

The Parties herewith confirm the terms according to which the User allows Kemin to retrieve, collect, process, store and utilize the Data collected by the Application Equipment and Kemin's laboratories to improve the quality and quantity of services and products that Kemin provides.

The Parties have agreed as follows:

1. "**Affiliate**" shall mean any company or other entity, whether or not a legal person, which directly or indirectly controls, is controlled by or is under joint control with a Party. For this purpose, a Party is deemed to control a company or entity if it (a) owns or directly or indirectly controls at least fifty per cent (50%) of the capital of the other company, or (b) in the absence of the ownership of at least fifty per cent (50%) of the capital of a company or entity, substantially has the power to direct or cause the direction of the management and policies of such company or entity.
2. "**Confidential Information**" shall mean all information, data, documents and any other material of any kind and in any form, including samples or the products made therefrom, regardless of whether it is disclosed in writing, orally or by drawing, including but not limited to samples of the experimental products developed. It shall not be restricted to material identified as "confidential" or "secret" with an appropriate legend, stamp or other written identification.
3. "**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, as well as any data collected by laboratories on samples submitted to Kemin. Data specifically excludes any personal data as described in the General Data Protection Regulation (EU) 2016/679 ("**GDPR**").
4. "**Intellectual Property**" shall mean all (i) patents, patent applications, patent disclosures and inventions (whether patentable or not), (ii) trademarks (whether registered or not), service marks, trade dress, trade names, signs, logos,

corporate names, Internet domain names, advertising rights and registrations and applications for the registration thereof, (iii) copyrights and copyrightable works (including semi-conductors) and registrations and applications thereof, (iv) computer software programs (including, but not limited to source code and object code), data, databases and documentation thereof, (v) rights to know-how, trade secrets and other confidential information (including information, inventions, improvements, research and development information, drawings, specifications, blueprints, flowcharts, schematics, protocols, programmer notes, designs, design rights, developments, discoveries, plans, business plans, proposals, (practical) pointers, technical data, financial and marketing plans and customer and supplier lists and information, methods, processes, procedures), and (vi) all other forms of intellectual property anywhere in the world, including all extensions, reversions, revivals, renewals thereof and including any right to apply for registrations of and applications for any of these rights recognized in any country or jurisdiction in the world now existing or hereinafter coming into existence.

5. **“Trade Secret”** shall mean have the same meaning as defined in Article I/17.1 of the Belgian Code of Economic Law (“Bedrijfsgeheim”) of 19 April 2014, amended by the law of 30 July 2018.
6. All rights, title, and interest in and to the Data shall be the exclusive property of the User.
7. The User acknowledges and agrees that Kemin is allowed to retrieve, collect, process, store and utilize the Data collected by the Application Equipment and Kemin’s laboratories to improve the quality and quantity of services and products that Kemin provides. The User grants to Kemin a royalty free, non-exclusive license to use the Data for any use including disclosure to third parties, as long as such disclosure does not disclose the User’s identity or Trade Secrets. The 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 the User’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.
8. The User grants Kemin a non-exclusive, non-transferable, non-sublicensable right to connect the Application Equipment (including but not limited to remote access via internet connection) and access any cloud services that may be utilized by such Application Equipment.
9. This Agreement enters into force as of the first use of the Application Equipment by User, the commissioning date indicated in the signed applicator acceptance document, or the receipt by Kemin of products (feed, feed raw material, or relevant samples) from User for analysis by Kemin.
10. This Agreement shall be in place until terminated by either Party in writing by means of communication ensuring evidence and date of receipt (e.g. registered letter with receipt delivery). Such termination will be effective ninety (90) calendar days after such notice is sent by the terminating Party.
11. Except as expressly set forth in this Agreement, the reports are provided on an “as is,” “as available” basis. To the fullest extent permissible pursuant to applicable law, Kemin makes no warranty or guarantee, express or implied, relating to the 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.
12. Kemin shall only be liable for direct damages related to its gross negligence, wilful misconduct or fraud. Kemin shall never be held liable with respect to Data retrieved, collected, processed, stored or used pursuant to this Agreement.
13. 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. Any and all damages for any cause of action related to this Agreement or the Data or reports shall be limited cumulatively to USD 500,000.

14. The User shall indemnify and hold Kemin harmless for any and all costs and damages incurred by Kemin (including claims from third parties) which directly or indirectly relate to a breach by the User of this Agreement.
15. Kemin and the User agree to comply with all relevant Data Protection Laws, including the GDPR. If as part of the Agreement, User processes personal data on behalf of Kemin, it 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 the User.
16. 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. Parties agree to subject the provisions of this Agreement to the Belgian law of 28 April 2022 containing Book 5 "Obligations" and Book 1 "General Provisions" of the Belgian Civil Code (as published in the Belgian Gazette on 1 July 2022). The Competent courts of Antwerp, section Antwerp (Belgium) shall have exclusive 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.