COWMANAGER MASTER TERMS & CONDITIONS

Version: 2026.1

These Master Terms & Conditions ("Terms") govern all sales of CowManager hardware, subscriptions, software, services and replacements (collectively, the "Solution") by CowManager B.V. ("CowManager", "we", "us") to any business customer ("Customer", "you") as identified on an order, quote, purchase order acceptance or other transaction document (each, an "Order"). These Terms are B2B only and do not apply to consumers.

By signing an Order, activating any part of the Solution, paying the first invoice or using the Solution, Customer accepts these Terms.

1. DEFINITIONS AND INTERPRETATION

1.1 Hardware Products: CowManager hardware products, including sensors, readers, base stations, routers, solar kits and accessories (including any embedded components and identifiers).

1.2 Software Products ("Software"): CowManager's cloud-hosted software-as-a-service offerings and related functionality, including dashboards/analytics, web and mobile applications, APIs, and any CowManager-provided software components used to access the SaaS.

1.3 Firmware: software embedded in, installed on, or used to operate Hardware Products, including updates, supplied by or on behalf of CowManager.

1.4 Products: collectively, the Hardware Products, Software Products (including Firmware), replacements and any other items expressly supplied by CowManager under an Order. For consistency with CowManager's quote/order documentation, "Products" may be described and priced as "Product" line items and may be subdivided into "Hardware" and "Software" categories.

1.5 Subscription: a time-limited right, during the applicable term, and subject to payment, to access and use the Software Products and, where expressly stated in the Order, any Hardware Products or features provided on a subscription basis, solely for Customer's internal business operations and for the Site(s), capacities and quantities specified in the applicable Order.

1.6 Documentation/ Manuals: CowManager's then-current - user manuals, installation and commissioning instructions, specifications, safety and handling information, support instructions, and other documentation relating to the Product(s), as maybe updated, modified and/or amended by CowManager from time to time, are made available online at
https://www.cowmanager.com/manuals/

1.7 Order: the transaction document(s) identifying the Products, quantities, Site(s), term (if stated), prices or fees and other commercial specifics applicable to Customer's purchase or subscription (including a quote, order form, purchase order acceptance or other ordering document), that are accepted by CowManager.

1.8 Quote: a CowManager quotation or order form describing the Products and applicable commercial terms, which may include separate pricing sections for Hardware Products and Software Products.

1.9 Site: the farm or business location(s) or operational site(s) of Customer where the Products are installed and/or used.

1.10 Business Day: a day other than a Saturday, Sunday or official public holiday at CowManager's registered office in the Netherlands.

1.11 Product-Specific Terms: a separate written agreement expressly agreed between CowManager and Customer for a specific CowManager product, program, or subscription model (e.g., drafting gates terms or XL subscription model terms). Product-Specific Terms apply only to the expressly identified scope (product or program, Site or territory, and term) and shall prevail over these Terms solely to the extent of any conflict within that scope.

1.12 Interpretation: headings are for convenience only. "Including" means "including without limitation." Words in the singular include the plural and vice versa. References to "writing" include electronic communications (including email) and electronic signatures. If a time period is stated in "days", it means calendar days unless expressly stated otherwise (e.g., Business Days).

2. CONTRACT STRUCTURE: ORDER OF PRECEDENCE

2.1 Agreement Composition & Formation
(a) The legally binding agreement between CowManager and the Customer (the "Agreement"), for the relevant scope, consists of: (i) any Product-Specific Terms; (ii) the Order (including CowManager's Quote accepted by the Customer and any associated ordering details, limited to commercial specifics); (iii) these Terms; and (iv) Documentation/Manuals (together, the "Documents"). For clarity, the Quote/Order may describe the Products and the price of the Products as "Product" line items and may subdivide them into "Hardware costs" and "Software costs."
(b) An Agreement is formed when Customer accepts the Quote/Order (including by electronic signature, click-to-accept, written confirmation by email, or a conforming purchase order) and CowManager delivers its Products (e.g., dispatches Hardware Products, activates Software access, provides services, or issues an invoice). CowManager's performance does not imply acceptance of any Customer terms and conditions (see Section 2.4).
(c) Unless expressly stated otherwise on the face of the Quote/Order, Quotes are valid for thirty (30) calendar days from the date of issue and thereafter lapse without notice.

2.2 Order of Precedence
In the event of conflict, the following order of precedence applies (highest priority first) but only within the subject matter, and the scope, each document governs:
(a) Product-Specific Terms (for the designated Products only);
(b) the Order, strictly limited to commercial specifics stated on its face;
(c) these Terms; and
(d) Documentation/Manuals, solely for technical, installation, handling, hygiene/bio-safety, compatibility and safe-use requirements for the Products.
For clarity: (i) Do not incorporate references to Customer documents (including POs, portal terms, vendor codes, stamps, footers, or emails); and (ii) Customer must comply with Documentation/ Manuals as part of correct and safe use of the Products, but Documentation/ Manuals do not amend commercial items such as price, payment terms, term length, renewal, liability, warranties or dispute resolution unless stated otherwise in an Order or Product-Specific Terms.

2.3 Separate Orders; Cross-Default; Set-off
For administrative purposes, each Order is considered as a separate contract. However, CowManager may set off amounts owed to Customer against any overdue amounts owed by Customer under any agreement or Order with CowManager, and may suspend performance (including activations, shipments, services, support and replacements) under any Order if Customer is in breach or delinquent under any other agreement or Order with CowManager.

2.4 Battle-of-Forms; Rejection of Customer Terms
All Customer terms and conditions (including any referenced in or attached to a purchase order, procurement portal, supplier onboarding, or similar process) are objected to, rejected, and/or of no effect, even if CowManager commences performance, unless such terms are expressly agreed to in writing by CowManager and explicitly stated to prevail.

2.5 Documentation/ Manuals; Updates
Documentation/Manuals are incorporated by reference and may be updated by CowManager from time to time by posting revised versions online and/or within the Software. Unless otherwise stated, such updates apply as of the date of posting. The Documentation/Manuals form part of the requirements for correct and safe use of the Hardware Products and/or Software, and Customer is responsible for ensuring its personnel and contractors comply with the then-current version.

2.6 Changes to These Terms
CowManager may amend these Terms by providing at least thirty (30) days' prior written notice (email is sufficient), identifying the version and effective date, and providing a copy of the updated Terms (e.g., as a PDF attachment and/or via a link where the Terms are readily accessible and downloadable). Unless a shorter period is reasonably necessary for legal, regulatory, security, safety, fraud-prevention, or material operational integrity reasons, the updated Terms will take effect on the stated effective date and will apply (i) to all Orders accepted on or after that effective date and (ii) to the parties' existing Agreement(s), including all then-active Subscriptions, from that effective date.

If Customer is contracting on CowManager's standard Terms (i.e., no separately negotiated written agreement on terms), Customer may object to the updated Terms by giving CowManager written notice within reasonable time after CowManager's update notice (and in any event before the effective date), stating the grounds for objection. If Customer does not timely object, the updated Terms apply automatically from the effective date. If Customer timely objects, the parties will discuss in good faith. Pending resolution, CowManager may, acting reasonably, continue performance under the then-current Terms for a limited interim period and/or propose an alternative arrangement. For clarity, Customer has no right to terminate for convenience under this Section 2.6.

Continued use of the Products after the effective date does not imply acceptance of any Customer terms and does not waive CowManager's rights under this Agreement.

2.7 No Reliance
No statement in marketing materials, demos, or pre-contract discussions creates a warranty or forms part of the Agreement, and Customer acknowledges that it has not relied on any such statements.

2.8 Language; Translations
These Terms may be translated. In case of any inconsistency, the English version shall control.

2.9 Incoterms
Any Incoterm specified in an Order shall be interpreted under Incoterms® 2020, unless the Order expressly states a different edition and date.

2.10 No Implied Terms

No usage of trade, course of performance, or course of dealing shall supplement, explain or modify this Agreement.

2.11 No Authority of Dealers or Employees; No Oral Variations

Dealers, distributors, resellers, agents, employees and contractors of CowManager have no authority to bind CowManager to any term, warranty, discount, commitment or exception that conflicts with the Documents, unless an authorized CowManager signatory agrees in a written document that expressly states the deviation and its scope.

2.12 Product-Specific Terms

Product-Specific Terms shall prevail over these Terms solely with respect to the expressly identified product/program (and, if applicable, the applicable territory and term) and shall not create a precedent or general variance for any other Orders or Products.

3. SCOPE OF SUPPLY

3.1 Products; What an Order May Include

Unless the Order states otherwise, the Products supplied under an Order may include:

(a) Hardware Products (e.g., sensors, readers, base stations, routers, solar kits and accessories), including any embedded Firmware;
(b) Software Products delivered as cloud-hosted software-as-a-service (including analytics, dashboards, APIs, web and mobile applications) and related Documentation/Manuals; and
(c) Replacements as described in Section 9.
An Order may cover (i) supply of Hardware Products (typically described as "Hardware costs") and (ii) a Subscription to Software Products and features (typically described as "Software costs"), and (iii) optional professional services expressly stated on the Order (e.g., installation, onboarding, training).

3.2 Agreement Effective Date; Activation; Subscription Start Date

(a) Agreement Effective Date. This Agreement becomes effective on the date Customer accepts the applicable Order (including by signature or other permitted electronic acceptance) (the "Agreement Effective Date"). The Agreement Effective Date may be earlier than the applicable Subscription Start Date.

(b) Subscription Start Date. Unless the Order expressly states a different start date, each Subscription shall begin (and recurring Subscription fees shall begin to accrue) as follows:

- New Orders: twenty-one (21) days after shipment of the Hardware Products associated with the relevant subscription line items.;

- Reorders: ten (10) days after shipment of the Hardware Products associated with the relevant subscription line items;

- Software-Only Reorders: on the date the applicable Software is approved or activated. Customer's site readiness, commissioning schedule, dealer or installer availability, or installation timing shall not defer the Subscription Start Date or billing. This aligns with CowManager's standard billing model under which Software fees commence based on shipment or activation and not on completion of on-site installation or deployment.

(c) Add-ons and reorders. If Customer adds additional Hardware Products and/or Software modules to an existing Customer account or dashboard under an active Subscription, the parties may agree in the applicable Order, the applicable Subscription Start Date for the added line items. If no Subscription start date is expressly agreed, Section 3.2(b) shall apply to the added line items.

For the avoidance of doubt, add-ons/reorders do not by themselves create a new initial term unless expressly stated in the Order (see Section 4).

3.3 License Grants (Software Products & Firmware)

Subject to this Agreement and Customer's timely payment of all applicable fees, CowManager grants Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable right during the Subscription term to:

(a) Access and use the Software Products solely for Customer's internal business operations and up to the licensed capacities, asset counts and other scope limitations specified in the Order; and

(b) Run the Firmware solely on the Hardware Products on which CowManager (or its authorized partner) installs or provides such Firmware, and solely in accordance with the Documentation and Manuals.

Any Mobile or desktop applications, are made available solely as client interfaces for accessing the Software Products. No on-premises deployment, local hosting, source-code access or other ownership or rights are granted. Authorized Users are Customer's employees and/or individual contractors under Customer's control who are authorized to access the Software Products solely for Customer's internal business purposes. Customer remains responsible for all the access and use of the Software Products by Authorized Users and for maintaining appropriate access controls.

3.4 Reservation of Rights

Except where an Order expressly provides for transfer of title to Hardware Products as tangible goods (as further addressed in Section 6), the Software Products and Firmware are licensed, not sold. CowManager and its licensors retain all right, title and interest in and to the Products and all related Intellectual Property Rights. All rights not expressly granted are reserved.

3.5 Updates; Remote Operations; Version Requirements

Customer authorizes CowManager to remotely access the Products to provide support, maintenance, monitoring, security, diagnostics, license-compliance checks, and to deploy updates and upgrades to Software Products and Firmware. Customer shall not disable, restrict, or interfere with such processes. CowManager may require specific versions and configurations (including Operation System, browser, environment requirements, and firmware or software versions) as a condition of support, compatibility, security and continued access to the Products.

The Documentation and Manuals form part of the requirements for correct and safe use of the Hardware Products and/or Software, and Customer is responsible for ensuring its personnel and contractors comply with the then-current version.

3.6 Use Restrictions

Customer shall not (and shall not permit any third party to):

(a) copy, modify, translate, adapt, create derivative works of, disassemble, decompile or reverse engineer the Software Products or Firmware, except to the limited extent such restriction is prohibited by applicable law;

(b) bypass, interfere, or disable any technical, usage or security controls, attempt to access raw telemetry or databases other than through documented and supported interfaces, or remove or alter any proprietary notices;

(c) publish or disclose benchmarks or use the Product(s) to develop, train, or improve a competing product or service;

(d) make the Products available on a hosted, service-bureau, outsourcing, time-sharing or similar basis;

(e) share accounts or grant access to any person other than Authorized Users within Customer's organization without CowManager's prior written consent; or

(f) use the Products in violation of applicable law, this agreement, any applicable Order, any applicable Product-Specific Terms, or the Documentation and Manuals.

3.7 APIs & Integrations

If CowManager provides APIs, keys, webhooks or connectors, access is limited to and governed by

the then-current published Documentation and Manuals and subject to communicated rate limits, security controls and fair use requirements. CowManager may review API usage logs (excluding Customer content) to verify compliance, may require remediation, and may suspend keys for material or repeated violations. Third-party software or services used with the Products are governed by their own terms; and Customer is responsible for enabling and lawfully using any such integrations.

3.8 Customer Site Readiness & Dependencies
Customer is responsible for meeting all system requirements and preparing its operating environment (including adequate internet connectivity, power, networking, supported operating systems and browsers for client applications, and physical installation readiness). Any missed visits or repeat work caused by lack of readiness may be billed at CowManager's reasonably incurred costs (or, where applicable, the costs of CowManager's authorized partners). Delays or deficiencies in Customer's environment do not excuse or suspend Customer's payment obligations.

3.9 Suspension for Cause
CowManager may, upon notice, suspend all or part of the Products (including API access and replacements) if:
(a) Customer is delinquent or otherwise in payment default (see Section 5);
(b) CowManager reasonably detects that Customer's use poses a security, integrity or safety risk, or
(c) Customer materially breaches Section 3.6 or otherwise materially breaches this Agreement. Any suspension does not waive, excuse or reduce fees due for the applicable period.

3.10 No Clinical or Safety Use
Outputs (including alerts, "results", risk indications, predictions, positioning and similar analytics) are solely for decision-support purposes and do not constitute veterinary, medical or safety advice. The outputs are not intended to diagnose, prevent or treat disease or to be relied upon as the sole basis for critical decisions. Customer remains responsible for always maintaining appropriate herd management and veterinary procedures.

4. TERM, RENEWAL, AND TERMINATION

4.1 Subscription Term; Renewal; Agreement Effective Date
(a) Agreement Effective Date vs. Subscription Start Date. The Agreement is effective as of the Agreement Effective Date (as defined in Section 3.2). Each Subscription term starts on the applicable Subscription Start Date (Section 3.2) and may therefore start later than the Agreement Effective Date.
(b) Initial term. Unless the Order expressly states otherwise, the initial term of each Subscription is five (5) years commencing on the applicable Subscription Start Date.
(c) Auto-renewal. Upon expiration of the initial term, each Subscription shall automatically renew for successive one (1)-year period unless either party provides at least sixty (60) days' prior written notice of non-renewal. Any renewal shall be at CowManager's then-current fees and subject to the commercial terms as communicated in advance in accordance with Section 5 (Fees).
(d) No "term reset" for add-ons. The addition of sensors or other Products to an existing Customer account/dashboard under an active Subscription does not create a new initial term unless expressly stated in the Order (see Section 4.6(a)).

4.2 No Convenience Termination; No Automatic Fee Reduction for Downscaling
Except as expressly allowed in this Section 4, Customer has no right to terminate this Agreement or any Subscription for convenience. Subject to Articles 4.4 and 4.5, any reduction in herd size, asset count, usage, or production activity does not entitle Customer to terminate, pause, or reduce any applicable fees.

4.3 Termination for Cause

Either party may terminate an affected Subscription for material breach that is not cured within thirty (30) days after receipt of written notice. CowManager may terminate immediately upon written notice if Customer:

(a) Becomes insolvent, enters bankruptcy/administration, ceases business or similar proceedings;

(b) Uses the Products in violation of applicable law including export control or sanctions laws; or

(c) Engages in conduct that presents a serious security or integrity risk, including credential compromise or malicious activity.

4.4 Customer Requests to Reduce Sensor Quantities (Exception; Case-by-Case)

(a) No automatic reductions. Customer may not reduce the number of licensed sensors (or other licensed asset quantities) except with CowManager prior written approval in accordance with this Section 4.4.

(b) Permitted grounds; evidence. Customer may request a reduction only upon demonstrating a legitimate operational basis, which may include: (i) documented financial hardship, (ii) a permanent change in business location materially affecting the operations, and/or (iii) a demonstrable reduction in cow numbers. CowManager shall evaluate such requests case-by-case basis based on evidence submitted by the Customer which CowManager may reject or approve subject to conditions (including required decommissioning steps within the Software Products).

(c) Prospective effect; no refunds. Unless otherwise explicitly agreed upon by CowManager in writing, any approved reduction shall apply prospectively from the start of the next billing period (or such later date as CowManager confirms in writing) and shall not entitle Customer to any refunds or retroactive credits or fee adjustments.

4.5 Module and Bundle Downgrades

(a) Minimum period. For the first twelve (12) months from the applicable Subscription Start Date for a particular Software module or bundle, no downgrades or removals of Software modules or bundle step-downs are permitted.

(b) One step-down during initial term. After the minimum period indicated in Article 4.5(a), Customer may request one (1) module removal or one (1) bundle step-down, free of charge, effective as of the start of the next billing period and continuing for the remainder of the initial term.

(c) No retroactive credits. Downgrades do not apply retroactively. Any invoice already issued for a billing period remains payable and is not refundable, and any approved change shall apply with the next billing period.

(d) Further changes. Any additional Software module/bundle downgrade during the initial term or any Software module/bundle downgrade during the renewal term, requires CowManager's prior written approval.

4.6 Early Termination by Customer (Termination for Convenience Fee; Acceleration of Payment Agreements)

Customer may terminate an active Subscription for convenience by providing at least sixty (60) days' prior written notice. Upon such termination:

(a) Termination for convenience fee. Customer shall pay a termination-for-convenience fee equal to fifty percent (50%) of the Subscription fees that would otherwise have become due for the remainder of the then-current Subscription term (weather initial or renewal).

(b) All amounts immediately due; payment agreements accelerated. All outstanding amounts shall become immediately due and payable upon termination, including (i) all unpaid invoices and accrued fees through the effective termination date and (ii) any remaining amounts due under any agreed hardware payment plan or "spread hardware payment" arrangement, all of which shall be accelerated and payable in full upon termination (any remaining spread hardware payments shall become immediately due and payable upon Customer's termination).

(c) No refunds. No refunds of prepaid amounts shall apply except as required by applicable mandatory law.

4.7 Effect of Termination/Expiry

Upon termination or expiry of a Subscription:

(a) Access ends. Customer's access and licenses to the Software Products shall terminate, and CowManager may remotely disable access to the Software Products and Firmware.

(b) Invoicing and payment. Customer remains liable for all amounts due and payable under Section 4.6(b) and Section 5, including any amount accelerated under a payment-plan.

(c) Returns of CowManager-owned Hardware (only where applicable). If any Hardware Products are expressly supplied as CowManager-owned/ returnable items under an Order or Product-Specific Terms and CowManager requests so, then Customer shall upon such request or upon termination or expiration de-install, clean and disinfect, properly package and return such Hardware Products freight-prepaid to the destination designated by CowManager within thirty (30) days (or a period specified in the applicable Product-Specific Terms).

(d) Replacements. CowManager may cease dispatching replacements upon receipt of any notice of non-renewal or termination, and/or from the effective termination date, in accordance with Section 9.

4.8 Order-Level Termination

Each Order is considered as a separate contract. The Termination or expiration of any Subscription under one Order shall not affect any other active Subscriptions or Orders unless expressly stated otherwise.

4.9 Survival

All provisions that by their nature should survive termination or expiration shall so survive including Ownership, Intellectual Property, Confidentiality, Fees & Payment, Use Restrictions, Warranties and Disclaimers, Indemnities, Limitation of Liability, Data, Compliance and Export Controls, and Governing Law & Dispute Resolution.

5. PRICES, INVOICING, TAXES & PAYMENT

5.1 Fees; Currency; Duty/Tariff and Tax Changes

(a) Fees and currency. Fees are as stated in the applicable Order and are exclusive of VAT. GST, sales and similar transactional taxes. Unless expressly included in the Order, fees also exclude freight, insurance, banking and foreign exchange fees, and any other governmental charges. Unless the Order specifies a different currency, all invoices shall be issued in and paid in full in, euros (EUR).

(b) Duty/tariff/tax change pass-through. The Order pricing is based on the duties, tariffs, customs charges, import/export fees, and tax treatment applicable (or reasonably anticipated) as of the date the Quote/Order is prepared and/or accepted. If, after that date, any duty, tariff, import/export fee, customs charge, withholding tax, levy, or similar governmental charge is introduced, increased, reinterpreted, or newly enforced in a way that increases CowManager's cost to supply the Products or perform this Agreement (including under the applicable Incoterm), CowManager may invoice Customer for the incremental amount as a pass-through charge, and Customer shall pay such amount in accordance with Section 5.4,unless prohibited by mandatory law.

(c) Add-ons and reorders. Unless expressly stated otherwise on the Order, additional orders (including add-ons and reorders) are priced at CowManager's then-current list or program pricing in effect at the time CowManager accepts the order.

5.2 Taxes; Incoterms; Withholding

(a) Transactional taxes. Customer is responsible for all taxes, levies and duties other than taxes imposed on CowManager's net income, except to the extent the applicable Incoterm or the Order expressly allocates specific import obligations to CowManager.

(b) Incoterms and import charges. Where the applicable Incoterm is DDP (the default unless otherwise stated in the Order or expressly agreed upon by CowManager in writing), CowManager

shall arrange import clearance and pay applicable import duties, tariffs, customs charges as part of performance, subject in all cases to Section 5.1(b) (post Quote/Order changes) and subject to Customer timely providing accurate information and documentation required for customs clearance. Where the applicable Incoterm places import obligations on Customer (e.g., EXW/DAP), Customer is responsible for import clearance, duties, tariffs, and import taxes or VAT and any related penalties, delays or charges arises from Customer acts or omissions.

(c) Withholding/ gross-up. If any applicable law requires Customer to withhold or deduct taxes from any payment, the amounts payable shall be increased (a "gross-up") so that CowManager receives the full amount it would have received in absence of such withholding. Customer shall promptly provide CowManager valid supporting documentation and certificates, evidencing the withholding.

5.3 Annual Subscription Fee Adjustment (once per year)
CowManager may adjust Subscription fees no more than once per calendar year due to (i) inflation correction, (ii) exchange-rate movements, and/or (iii) tariffs or customs-related cost changes affecting CowManager's supply chain or delivery costs, provided that any such adjustment is proportionate and communicated to Customer in advance in writing (email sufficient).

5.4 Invoicing; Payment Recurrence; Due Dates; No Pro-Rata First Period
(a) Hardware Products: invoicing and shipment condition. Hardware Products are invoiced in advance (typically upon Order acceptance, or as stated in the Order). CowManager shall ship Hardware Products only after receipt of full payment of the applicable hardware invoice(s), unless CowManager expressly agrees otherwise in writing in the applicable Order or an approved payment plan under Section 5.8.

(b) Software Subscriptions: invoicing cadence. Software Subscriptions are invoiced in advance with the payment recurrence stated in the Order: Monthly, quarterly, yearly, or full-term payment (payment of the full initial term or other stated term in advance). Invoices shall be issued on each recurring billing date aligned with the Subscription Start Date (e.g., invoicing each month/quarter/year on the day-of-month corresponding to the Subscription Start Date).

(c) No pro-rata for first period. The first Subscription invoice covers the first full billing period starting on the Subscription Start Date. No pro-rata reductions shall apply for a "partial first calendar month" solely because a Subscription Start Date falls mid-month.

(d) Payment term. Unless otherwise expressly stated in the Order or applicable invoice, all invoices are due and payable within thirty (30) days from the invoice date. CowManager may issue electronic invoices; Customer consents to electronic invoicing.

(e) Changing payment recurrence. Customer may request a change of payment recurrence only if the change applies to the Customer's entire contract or account under this Agreement (i.e., all active Subscription line items for that Customer), and no more than once per twelve (12) months period. Any approved change shall take effect at the start of the next billing period (or on another date CowManager confirms in writing) and may be subject to a reasonable administrative fee. CowManager may decline such requests while Customer is delinquent or in breach of this Agreement.

5.5 Purchase Orders
A Customer purchase order number (if any) is provided for Customer's internal administrative purposes only. The absence of a PO or an inclusion of an incorrect PO shall not postpone payment or affect the validity of any invoice.

5.6 Payment Application; Over/Under-Payments
Customer shall reference the invoice number with each remittance. CowManager may apply payment to the oldest outstanding amounts first and otherwise at its reasonable discretion. Any overpayment shall be held as a non-interest-bearing credit balance and shall be applied to future invoices; shall be non-refundable except as required by applicable mandatory law requires. Any under-payments shall not discharge the applicable invoice.

5.7 Bank Charges & FX
Customer is responsible for all bank transfer fees, correspondent bank fees and Foreign Exchange (FX) charges. Payments shall be deemed received only when cleared funds are credited to the bank account specified on the applicable invoice.

5.8 Payment Plans (including Spread Hardware Payment); Ownership; Default; Early Settlement
(a) Payment plans. CowManager may agree in writing to a payment plan including spread hardware payment arrangements.
(b) Ownership until paid. Where hardware products are financed or spread payment arrangements are done, Customer shall not acquire ownership on the respective financed Hardware Products until the advance payment and all instalments due under the payment plan have been paid in full. Until then, the hardware Products shall remain the legal property of CowManager.
(c) Default acceleration and remedies. If Customer fails to pay any instalment, CowManager may (i) accelerate and declare immediately due all remaining amounts under the payment plan, (ii) suspend performance and/or access to the Products in accordance with this Agreement, and (iii) withdraw any settlement or discount.
(d) Early settlement. Customer may settle a payment plan early; any agreed discount shall apply only if all amounts under the plan are paid in full by the agreed settlement date. Partial early payments shall not entitle Customer to any discount unless CowManager expressly confirms otherwise in writing.

5.9 Traffic-Light Status & Consequences
CowManager classifies accounts as follows (as displayed in the customer portal where applicable):
• **Green** – account current.
• **Red** – one or more invoices are past due. This means no new Orders can be placed; and no replacements will be shipped while the account remains Red.
• **Black** – material default: CowManager may suspend services and/or remotely disable access or credentials; and no Orders or replacements will be processed until all outstanding amounts are paid in full.
Account status shall automatically return to Green upon full cure, meaning all overdue amounts, interest and applicable costs have been paid).

5.10 Late Payment; Interest; Collection and Legal Costs
Any unpaid amounts shall accrue interest from the due date until paid at the higher of: (i) the Netherlands statutory commercial interest or (ii) Four percent (4%) above the European Central Bank base rate, calculated on daily basis. Subject to any mandatory legal limitations, Customer shall reimburse CowManager for all reasonable costs incurred in connection with collection and enforcement, including reasonable internal administrative costs, external collection agency costs, and reasonable external legal fees and disbursements.

5.11 Disputed Amounts; No Set-off for Undisputed Sums; Basic Dispute Process
All Payments shall be made without set-off, counterclaim, retention, suspension or deduction, except for mandatory withholding taxes handled in accordance with Section 5.2.
If Customer disputes an invoice in good faith:
(a) Customer must notify CowManager in writing within fourteen (14) days of the invoice date, identifying (i) the disputed invoice, (ii) the disputed amount, and (iii) the factual/legal basis for the dispute, together with supporting documentation where available;
(b) Customer shall pay the undisputed portion of the invoice by the due date;
(c) The parties shall use commercially reasonable efforts to resolve the dispute promptly; and
(d) If the dispute is resolved in whole or in part in CowManager's favor, Customer shall pay the confirmed amount within ten (10) days after such resolution.

6. DELIVERY, RISK & TRADE COMPLIANCE

6.1 Default Incoterm
Unless the applicable Order specifies otherwise, shipments of Hardware Products shall be DDP (Incoterms® 2020) to Customer's delivery location specified in, or otherwise communicated for, the applicable shipment. Alternative Incoterms (e.g., DAP [named place] or EXW CowManager facility) shall apply only if expressly stated in the Order. Risk of loss, delivery obligations, and allocation of import and export responsibilities shall be governed by applicable Incoterm and this Section 6.

6.2 Title and Risk (Hardware Products)
(a) Title (ownership). Title to the Hardware Products shall transfer to Customer only upon CowManager's receipt in full of all amounts due for those Hardware Products under the applicable Order (including any instalments under an agreed payment plan). Until then, CowManager retains title to the Hardware Products as security for payment.
(b) Customer obligations while title is retained. Until title transfers to Customer, Customer shall: (i) keep the Hardware Products identifiable by serial number or labelling, as supplied by CowManager; (ii) store and use the Hardware Products with due care and in accordance with the Documentation/Manuals; and (iii) not sell, pledge, lease, lend, assign, or otherwise encumber the Hardware Products.
(c) Repossession on default. If Customer fails to pay any amounts when due, CowManager may, to the extent permitted by applicable law and after providing reasonable notice where practicable, recover CowManager Hardware Products for which title has not transferred. Customer shall reasonably cooperate with such recovery and reimburse reasonable recovery costs to CowManager.
(d) Risk of loss/damage. Risk of loss or damage to the Hardware Products shall transfer in accordance with the applicable Incoterm (e.g., upon delivery at named destination under DDP or DAP, or upon Hardware being made available at CowManager's premises under EXW).

6.3 Delivery Dates; Partial Shipments; Failure to Take Delivery
Delivery dates are estimates only and are not guaranteed. CowManager may make partial shipments and invoice in accordance with Section 5. If Customer fails to take delivery at the agreed date and place communicated by CowManager or its carrier (including due to incorrect consignee information, refusal of delivery, missing required delivery information, or site or access unavailability), then:
(a) risk of loss shall transfer as if delivery had occurred in accordance with the applicable Incoterm;
(b) the shipment may be stored at Customer's risk and expense (including storage, re-delivery, insurance, and customs-related storage or demurrage charges); and
(c) any additional costs incurred by CowManager as a result shall be invoiced to Customer and payable in accordance with Section 5.

6.4 Customer Cooperation; Shipping Information
Customer shall provide accurate and complete delivery details, contact information, access instructions, and any documentation reasonably required for shipment and customs clearance (including tax or VAT registration details, where applicable). Customer is responsible for any costs, charges, and delays arising from inaccurate or late-provided information.

6.5 Purchase Order Numbers
If Customer requires a Purchase Order number on shipping documents, Customer must provide such number prior to shipping. Missing or incorrect Purchase Order numbers shall not suspend shipment, invoicing, or Customer's payment obligations (see Section 5.5).

6.6 Customs Declarations and Commercial Invoices
CowManager shall declare true transaction values, correct Harmonized System (HS) classifications, country of origin and accurate product descriptions in all customs and shipping documents. CowManager shall not misstate values or descriptions, split pricing, or otherwise modify documents

to accommodate import preferences. When alternative Incoterm places import obligations on Customer, Customer is responsible for customs clearance, duties, tariffs, import taxes, and import formalities, as well as any penalties, storage charges, or delays resulting from Customer's acts or omissions.

Where DDP applies, Customer shall nevertheless provide timely cooperation and accurate importer information required to complete customs clearance. Customer remains responsible for penalties, delays, or costs caused by Customer's inaccurate, incomplete or late-provided information.

6.7 Freight and Charges; Changes in Duties/Tariffs

Where freight or import charges are not priced in the Order (including under EXW, Customer pick-ups, or any Incoterm under which Customer controls carriage), Customer is responsible for freight, insurance, duties, tariffs and taxes as allocated by the applicable Incoterm and the Order.

If duties, tariffs, customs charges, or similar governmental charges change after the Quote/Order date, in a manner that increases CowManager's costs to supply under the applicable Incoterm, CowManager may invoice such incremental amounts as pass-through charges in accordance with Section 5.1 (b).

6.8 Consolidation

At Customer's request and where commercially feasible, CowManager may consolidate shipments. Any such consolidation may delay delivery and may alter freight and customs costs. CowManager is under no obligation to consolidate shipments.

6.9 Inspection and Claims

Customer must inspect all shipments upon delivery and note any visible damage or shortages on the carrier delivery receipt. Claims for transport damage or shortages must be submitted to CowManager in writing within seven (7) days of delivery (or within the carrier's shorter claim window, if applicable). Failure to provide such notice within the applicable period shall constitute acceptance of the shipment for delivery purposes and may limit recovery from the carriers.

6.10 Export Controls, Sanctions and End Use

Customer represents and warrants that it, and its Affiliates, owners and end-users:

(a) are not a denied or restricted parties and are not located in, organized under the laws of, or ordinarily resident in any country or region subject to comprehensive trade sanctions;

(b) will not export, re-export, transfer, or otherwise make available the Hardware Products, Software Products, Firmware, or related technical data in violation of applicable export control or sanctions laws (including those of the European Union, the United States and the United Kingdom, and any other applicable jurisdiction);

(c) will not use the Products for any prohibited end-use (including military, weapons of mass destruction, or other restricted end-uses under applicable law); and

(d) will provide reasonable end-use and end-user information and certifications upon request.

CowManager may refuse, suspend, or cancel delivery or performance if shipment or performance could breach trade laws or required compliance information is not provided.

6.11 Withholding or Suspension of Shipment for Non-Payment or Compliance

CowManager may withhold or suspend shipments while Customer is in Red or Black status (as described in Section 5.9), is otherwise in material payment default, is in material breach of this Agreement, or where shipment would violate applicable law or CowManager's compliance obligations. Shipment shall resume once the cause is cured to CowManager's reasonable satisfaction.

6.12 Software Products and Data

No title to any Software Products, Firmware or related intellectual property rights transfers under this Section. Software Products are provided on a Subscription basis under Section 3.

7. INSTALLATION, START DATES AND NO BACK-DATING

7.1 Site Readiness; Installation and Commissioning Window
Customer is responsible, at its cost, for ensuring site readiness (including adequate power, networking, internet access with sufficient bandwidth and latency, firewall and proxy settings, supported operating systems and browsers for client applications, appropriate mounting locations, and physical site access). Installation and commissioning are typically coordinated with Customer's dealer or installer and performed during local business hours, unless otherwise agreed in writing. Any out-of-hours work may be charged and is subject to availability. If Customer is not ready on the agreed installation and commissioning date, access is denied, or required site conditions are not met, CowManager may reschedule and charge reasonable no-show, re-visit, storage, or re-dispatch costs in accordance with Section 5, but invoicing dates and Subscription Start Dates shall not be delayed.

7.2 Partial Shipments; Multiple Lines
CowManager may make partial shipments. Each Subscription line item (and, where applicable, each associated asset group) may have its own Subscription Start Date based on its respective shipment, activation or first use date. Partial activation or partial installation shall not defer the Subscription Start Date for any shipped/activated lines items.

7.3 Commissioning Support; Remote Access
Customer authorizes CowManager to remotely access the Products for commissioning, updates, security, monitoring and compliance purposes (see Section 3.5). CowManager will provide reasonable remote guidance through its designated channels; however, failure to complete commissioning for reasons within Customer's control shall not postpone billing.

8. SUPPORT, MAINTENANCE AND UPDATES

8.1 Scope and Hours of Support
Standard Support covers questions and break/fix assistance for the then-current, generally available Products (Software Products, Firmware and associated Hardware Products), when operated in accordance with the applicable Documentation/Manuals. Standard Support is provided on Business Days, during local business hours in the applicable region, through CowManager's designated support channels (as communicated from time to time).
Configuration assistance, pre-installation assessments, interface configuration, custom reporting, and non-standard implementation services require advance scheduling and are outside the scope of Standard Support unless expressly included in an applicable Order or Product-Specific Terms. Weekend/holiday or out-of-hours work is subject to availability and may be provided as expedited services at additional cost.

8.2 Customer Contacts; Access; Cooperation; Ticket Records
Customer shall:
(a) provide timely and accurate information reasonably required to diagnose issues (including logs, screenshots, sample data, and reasonable remote access where available and appropriate); and
(b) maintain current technical and administrative contact information for support communications and escalation.
CowManager may record support calls and retain support tickets and related data for quality assurance, product improvement, security, training, and dispute resolution purposes, subject to Section 13 (Data, Privacy & Security).

8.3 Planned Maintenance; Emergency Maintenance

CowManager may perform planned maintenance that may affect availability, with reasonable prior notice via the Software Products and/or by electronic notice (including email). Emergency maintenance (including security fixes) may be performed without prior notice when reasonably necessary. Data and telemetry generated during maintenance may be queued and processed after maintenance is completed.

8.4 Updates, Upgrades and Changes

CowManager may update or upgrade the Software Products and Firmware from time to time (including security patches, bug fixes, and changes to features, interfaces or workflows). Customer shall permit remote updates, maintain supported operating systems, browsers, and environments, and promptly install any customer-side components made available by CowManager. CowManager may deprecate legacy features or integrations and will provide reasonable advance notice where practicable. Failure or refusal to adopt required updates may result in degraded functionality and where necessary for security, integrity, or compliance reasons, suspension of access in accordance with Sections 3.9 and 17.

8.5 End-of-Support

CowManager may designate specific versions, operating systems, browsers, hardware, or integrations as end-of-support. Following the end-of-support date, Support for each item, may be limited or unavailable. Customer always remains responsible at all times for maintaining and upgrading to supported environments and configurations.

8.6 Exclusions

Support shall not cover:
(a) on-site services, installation, training, network design, custom reports, data migrations, or integrations unless specially purchased or included in an Order or Product-Specific Terms;
(b) issues caused by Customer's or third-party networks, power supply, internet or carrier services, firewall or proxy settings, operating systems, browsers, or hardware not supplied by CowManager;
(c) unauthorized modifications, misuse, or use of Products in a manner inconsistent with CowManager Documentation/Manuals;
(d) trial, pilot, beta or pre-release features (if any); or
(e) force majeure events (see Section 19).

8.7 On-Site and Expedited Services

If requested by Customer and subject to availability, CowManager may provide on-site or expedited services at its then-current rates plus travel costs and other expenses. Separate terms may apply and, where applicable, may be documented in an Order or Product-Specific Terms.

8.8 No Veterinary or Management Advice

Support services are technical in nature. Any outputs including alerts, results, analytics, positioning are provided for informational and decision-support purposes only and do not constitute veterinary advice or a substitute for professional judgment.

9. HARDWARE WARRANTY AND REPLACEMENT PROCESS

9.1 Definitions

For purposes of this Section 9:
(a) "Hardware Products" means CowManager hardware Products purchased by Customer under an Order (including sensors or tags, coordinator or base station packages, routers, solar chargers or kits and accessories), excluding any items expressly excluded from or subject to a different warranty term under Section 9.4.

(b) "Defect" means a reproducible failure of a Hardware Product to function materially in accordance with the then-current Documentation and Manuals when used under normal intended use.
(c) "Replacement" means a replacement unit provided by CowManager under this Section 9, which may be new or refurbished and shall be of equal or better functional performance.
(d) "Replacement Request" means a request submitted in accordance with CowManager's then-current replacement procedure (including through the CowManager web application for sensors, where available).

9.2 Warranty Term and Preconditions ("Warranty While Fees Are Current")
(a) Term. CowManager's hardware warranty under this Section 9 applies during the total duration of the applicable contract term for the relevant Software Products (including the initial term and any renewals or extensions), provided the applicable Subscription fees are paid and current.
(b) Preconditions. Warranty eligibility is conditional upon Customer:
(i) using, maintaining, cleaning, storing and updating the Hardware Products in accordance with the Documentation and Manuals;
(ii) following CowManager's then-current replacement procedures including returning units when requested; and
(iii) not being in material payment default, provided that CowManager may withhold replacements while Customer's account is in Red/Black status under Section 5.9.

9.3 Scope of Warranty; Exclusive Remedy
(a) Replacement-only warranty. If CowManager confirms that a Hardware Product has a Defect and the claim is eligible under this Section 9, CowManager shall, at its expense, replace the defective Hardware Product by shipping Customer a Replacement unit to Customer. This is the scope and the full extent, of CowManager's hardware warranty.
(b) No services included. The Hardware warranty does not include any services (including installation, removal, farm visits, configuration, dealer or installer labour or call-outs).
(c) No other remedies. The Hardware warranty does not grant Customer any rights or remedies with respect to Hardware Products other than replacement as stated in this Section 9.

9.4 Delivery Damage; Dead-on-Arrival; Specific Exclusions and Alternative Warranties
(a) Damage during delivery/ DOA. Warranty coverage includes manufacturing defects and damage occurring during delivery. Customer must report any shipment damage or shortages in accordance with Section 6.9 and submit a Replacement Request promptly (and in any case within the timeframes reasonably required by CowManager or the applicable carrier).
(b) Battery failure. Battery failure is included within warranty coverage (subject to the exclusions set forth in Section 9.5 and proper use and maintenance in accordance with the Documentation(s) and Manual(s)).
(c) Items excluded from this warranty/ different warranty terms. The following items are excluded from the contract-term warranty under this Section 9 and are subject to the terms indicated below:
(i) Find My Cow locator device: warranty term is one (1) year.
(ii) Laptop supplied by CowManager: warranty conforms to the manufacturer's warranty.
(iii) Coordinator cables or router cables, adapters and antennas: no warranty coverage.
(iv) Blank tag: no warranty coverage.
(d) Product-Specific hardware models. Hardware Products supplied under Product-Specific Terms (including, without limitation, XL or "pay-as-you-go" models, or other programs where hardware ownership or warranty treatment differs) are not governed by this Section 9 to the extent the Product-Specific Terms state otherwise. In the event of conflict, the Product-Specific Terms shall prevail.

9.5 Warranty Exclusions (Not Covered)
Warranty does not apply to:
(a) damage caused by humans or animals or use of the Hardware Product(s) for the purposes for which they were not designed (including visible damage);

(b) lost or stolen Hardware Product(s);
(c) damage caused by lightning, fire, frost, flood, storms, other severe weather conditions, or similar external events;
(d) tampering or unauthorised opening of the Hardware Products including, where the sealing sticker and serial number labels are missing and where charging units have been unscrewed;
(e) failures or damage resulting from improper installation, removal, maintenance or handling by Customer, its personnel, contractors, dealer or installer or any third party (except to the extent CowManager has expressly agreed in writing to perform such services); and
(f) non-compliance with Documentation and Manuals, including failure to apply required firmware or software updates or operating outside the stated specifications.

9.6 Replacement Request Procedure; Returns; Biosecurity

(a) Process (sensors). Customer shall submit Replacement Requests for sensors using CowManager's facilitated replacement procedure available through the CowManager web or mobile application, unless CowManager instructs otherwise.

(b) Process (other hardware). For all other Hardware Products, Customer shall follow the replacement procedure communicated by CowManager in coordination with Customer's dealer or installer where applicable.

(c) Returns and condition. CowManager may require the return of the allegedly defective Hardware Product as a condition to shipping a Replacement or validating the claim. Customer must de-install, clean/disinfect (where applicable), securely package, and return units in accordance with CowManager's instructions and applicable law. Unless, specified otherwise, the return shipping costs for defective Hardware Products requested by CowManager will be paid or reimbursed by CowManager.

(d) Unnecessary requested replacements. The shipping costs for returning devices associated with unnecessarily replacement requests shall be borne by Customer.

9.7 Lost Hardware; Non-Return; Charges; Price Basis

(a) Lost or stolen sensors/hardware. Lost (or stolen) Hardware Products are not covered under warranty.

(b) Replacement for lost units is chargeable. Any replacement shipped for a lost or stolen unit (or where Customer is unable to return a unit required for validation) will be invoiced at CowManager's **then-current price list** for the applicable Hardware Product (or, for sensors, at the then-current sensor price in effect on the invoice date).

(c) Advanced replacements/ non-return. If CowManager ships a Replacement prior to receiving or validating the returned unit, CowManager may apply a temporary hold or charge. If the original unit is not returned within the specified timeframe or the claim is determined to be ineligible (including due to an exclusion under Section 9.5), CowManager may invoice the Replacement at the applicable then-current price list.

9.8 Reasonable Limits; Consolidation; Anti-Abuse

CowManager may, acting reasonably, (i) consolidate Replacement shipments, (ii) require return of defective units before shipping additional Replacements, and (iii) limit quantity and frequency of Replacements to what is reasonably consistent with Customer's installed base and observed failure patterns, in order to prevent stockpiling, " mass clean-ups," or misuse. If CowManager reasonably suspects abuse, diversion, or misuse, CowManager may require additional evidence, suspend replacement fulfilment for the affected items, and/or charge for improperly issued replacements and shipment, without prejudice to other remedies available under this Agreement.

9.9 Customer Responsibilities (Self-Installation and First-Line Checks)

Customer is responsible, at its own cost, for day-to-day operation and first-line troubleshooting of the Products, including (as applicable) installing and replacing sensors, verifying power, network, and connectivity prerequisites, and performing basic checks on routers/coordinator equipment as instructed in Documentation and Manuals or by Support. CowManager may provide remote

guidance, however, Customer remains responsible for proper installation and handling of the Product(s).

9.10 Dealer Call-Outs and On-Farm Maintenance

Dealers or installers may charge call-out fees for on-farm system maintenance. Any such fees are outside the scope of this warranty and are solely a matter between Customer and the dealer or the installer.

9.11 Disclaimer for Hardware; No Indirect/Consequential Loss from Replacement Process

To the maximum extent permitted by applicable law, and except as expressly stated in this Section 9, CowManager disclaims all other warranties with respect to the Hardware Products. CowManager shall not be liable for indirect, incidental, or consequential damage arising from a defective Hardware Product or the replacement thereof. Customer remains responsible for installation and removal activities and associated risks and costs, as well as the disposal of the defective Hardware Products in compliance with applicable local laws and regulations.

9.12. Disposal of Defective Hardware Where Return Is Not Requested

(**a) No disposal where return may be required.** Customer shall not dispose of any allegedly defective Hardware Product that is the subject of a Replacement Request unless and until CowManager confirms in writing that return is not required, or CowManager's replacement procedures expressly indicate that the unit should be disposed of.

(b) Customer disposal obligation where return is not requested. If CowManager confirms that return is not required (or otherwise instructs Customer not to return the unit), Customer shall be solely responsible, at its own expense, for the safe handling and proper disposal and/or recycling of the defective Hardware Product in accordance with the Documentation and Manuals and all applicable laws and regulations (including, where applicable, rules on electronic waste and battery disposal requirements).

(c) No disposal of CowManager-owned/returnable hardware. Where any Hardware Products are CowManager-owned or otherwise designated as returnable under an applicable Order or Product-Specific Terms (or where title has not transferred due to non-payment or an agreed payment plan), Customer shall not dispose of such items and shall return them to CowManager upon CowManager's request in accordance with this Agreement.

10. COMMERCIAL PROGRAMS AND BILLING ADMINISTRATION (PROMOTIONS, CREDITS, GRANTS)

10.1 Prices Final; No Retroactive Adjustments

Prices stated in an Order are final for that Order and are not subject to post-delivery renegotiation. Any corrections are limited to manifest or administrative errors confirmed by CowManager in writing.

10.2 Promotions (Validity; Scope; Non-Stacking; Exceptions)

(a) Validity and scope. Promotions apply only to eligible Orders placed within the promotion period and scope communicated by CowManager. Promotions do not apply to renewals unless expressly stated in the renewal Order.

(b) Non-transferable; non-stackable. Promotions are non-transferable, non-stackable, and may not be combined with other discounts unless expressly stated on the Order.

(c) Exceptions. Any exception requires prior written approval by CowManager and must be

referenced on the face of the Order. No oral, implied, dealer-promised, or course-of-dealing exceptions shall apply.

10.3 Renewals and Late Actions (No Back-Dating)
If a renewal is not completed by its due date, the Subscription shall renew by default for one (1) year at CowManager's then-current prices applicable at the time of renewal. Longer renewal terms may be selected at the next renewal cycle. Back-dating or retroactive term selection is not permitted.

10.4 Goodwill and Service Credits (Form; Use; Limits)
(a) Form and application. Any goodwill adjustment or service credit must be approved in writing by CowManager and will be applied solely as a non-cash credit against future Subscription invoices for the same Customer account or legal entity.
(b) Limits. Credits do not reduce taxes, duties/tariffs, shipping, termination fees, or past-due balances. Credits are non-refundable and non-transferable and expire if unused at the later of: (i) the Subscription's end, or (ii) twelve (12) months from issuance, unless CowManager states otherwise in writing.
(c) Hardware credits. Hardware credits apply only if expressly stated in the written approval and only for the scope stated therein.

10.5 Single Bill-To; No Split Invoicing
Each Order must designate one legal entity as Bill-To (and one Ship-To for Hardware Products shipments). CowManager is not required to split invoices across multiple entities, sites, or payers. If multiple parties should be billed, separate Orders must be placed.

10.6 Grants and Public Funding Support
CowManager may, upon request, provide reasonable documentation to support Customer's funding applications (e.g., pro-forma invoices, technical specifications). CowManager will not alter descriptions, quantities, values, prices, or terms in any inaccurate, misleading, or unlawful manner. Customer is solely responsible for determining eligibility, applications, and compliance with all applicable grant or funding terms.

10.7 Third-Party Finance/ External Payers
CowManager may, at its discretion, accept payment from a third party (e.g., dealer, finance company). Customer remains primarily liable for all obligations under this Agreement, regardless of any third-party payment or financing arrangements.

10.8 Early Service Extensions; Lapsed Extensions
Early service extensions to align contract end-dates are not offered unless CowManager expressly publishes an applicable program. If Customer, its dealer, or any intermediary fails to complete a service extension on time, the default one-year renewal under Section 10.3 shall apply. Longer renewal terms may be selected at the next renewal cycle. No manual or retroactive back-dating shall apply.

10.9 Fraud, Misuse and Audit
CowManager may review use of promotions, credits and commercial programs. If misuse, fraud, or ineligibility is confirmed, CowManager may revoke or claw back benefits, re-invoice affected rates at standard rates and suspend Customer's participation in promotions or credit programs for the affected Customer account, without prejudice to any other rights or remedies.

10.10 Approvals and Authority
Any deviation from this Section 10 must be: (i) approved in writing by an authorized CowManager signatory, and (ii) expressly referenced in the applicable Order or written approval. No dealer,

reseller, installer or other intermediary has authority to bind CowManager to any commercial exceptions unless CowManager expressly approves such exception in writing.

11. INTELLECTUAL PROPERTY

11.1 Ownership; No Implied Rights
As between the parties, CowManager and its licensors own all right, title, and interest (including all Intellectual Property Rights) in and to the Solution, Software, Firmware, embedded software in the products, documentation, specifications, designs, user interfaces, models, algorithms, configurations, updates, and all improvements and derivatives work thereof (collectively, "CowManager IP"). Except for the limited Subscription license expressly set out in this Agreement, no rights are granted to the Customer. All rights not expressly granted are reserved. No license is granted by implication, exhaustion, estoppel, or otherwise. No license is granted to use any CowManager trademark, trade name, or domain name.

11.2 Customer Content Unaffected
For clarity, Customer retains ownership of all its Customer Content and any personal data it shares with CowManager, subject to the limited rights granted to CowManager elsewhere in this Agreement including rights to host, process, secure, support, and improve the Solution. Nothing in this Section limits or reduces those granted rights.

11.3 Feedback (Assignment; Moral Rights Waiver)
Customer hereby assigns to CowManager, upon creation, all worldwide right, title, and interest in any suggestions, enhancement requests, recommendations, ideas, or other feedback relating to the Solution ("Feedback"). To the extent an assignment is ineffective under applicable law, Customer grants CowManager an exclusive, perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free license to use and otherwise exploit the Feedback in any manner. Customer waives (and will cause its users to waive) any moral rights in the Feedback to the maximum extent permitted by law. Feedback does not constitute Customer's Confidential Information, and no compensation is due. Customer represents that it will not knowingly provide Feedback that infringes any third-party intellectual property or other rights.

11.4 Third-Party Components; Free Open-Source Software
(a) The Software may include or be distributed with third-party software, libraries, data, or services, including free/open-source software ("FOSS") (together, "Third-Party Components"). Required notices and license terms applicable to Third-Party Components will be made available within the Software, the documentation, or upon request.
(b) To the extent any Third-Party Component is provided under a FOSS license, such license governs Customer's use of that component, and nothing in this Agreement limits rights granted under such license. Where required, CowManager will provide the applicable source code or a source-offer in accordance with the relevant FOSS license.
(c) Third-Party Components are provided "as is" to the maximum extent permitted by law. Updates to the Solution may add, change, or remove Third-Party Components. Customer is responsible to comply with all applicable terms governing Third-Party Components.

11.5 Third-Party Services and APIs
The Solution may interoperate with third-party services or Application Programme Interfaces (APIs). Use of such services or APIs is governed solely by the third party provider's terms and policies. CowManager does not control or assume responsibility for third party services or APIs and grants no rights in them.

11.6 Return of IP Materials on Request
Upon CowManager's first written request, Customer shall promptly return or, at CowManager's option, destroy all tangible and electronic copies of materials embodying CowManager IP including

documentation, specifications, test tools, firmware images and confidential designs, in Customer's possession or control, except to the extent retention is required by law. Customer shall certify destruction upon request.

12. DATA, PRIVACY AND SECURITY

12.1 Definitions
(a) "Customer Data" means data or content that Customer (or its users, dealers acting on Customer's behalf, or Customer's systems or Products at Customer's sites) submits to, stores in, or transmits through the Solution, including animal and herd data, configurations, and documents that reasonably identify Customer.
(b) "Personal Data" means any information within Customer Data that relates to an identified or identifiable natural person.
(c) "Aggregated Data" means data or insights created by or for CowManager from Customer Data and/or Operational Data that do not reasonably identify Customer or any individual (e.g., de-identified benchmarks, trends, or model parameters).
(d) "Operational Data" means service, telemetry and administrative data generated by the Solution, including logs, metrics (such as temperature, accelerators), performance data, diagnostics, usage patterns, device health, and security events. Operational Data does not include Personal Data except incidentally (e.g., usernames in logs).

12.2 Ownership; Limited License
As between the parties, Customer retains ownership of all Customer Data. Customer grants CowManager and its Affiliates a non-exclusive, worldwide, royalty-free license to host, copy, process, transmit, display and otherwise use Customer Data and Operational Data solely as reasonably necessary to: (i) provide, maintain, support, secure, monitor, and bill the Solution; (ii) detect, prevent, and investigate security incidents, fraud, or abuse; (iii) diagnose issues, fix bugs, and deploy updates; (iv) develop, train, and improve algorithms, features, functionality and overall quality; (v) generate Aggregated Data; and (vi) comply with law and enforce this Agreement. Customer may instruct CowManager to share Customer Data with Customer-designated veterinarians, dealers, or other third parties. Customer is solely responsible for such designations and for obtaining all required consents for such sharing.

12.3 Aggregated & Derived Data
CowManager may create, use, disclose, commercialize, and retain Aggregated Data indefinitely for benchmarking, analytics, product improvement, market research, and other lawful purposes, provided that such Aggregated Data does not reasonably identify Customer or any individual. CowManager exclusively owns the Operational Data and Aggregated Data.

12.4 Roles under Data Protection Law
(a) With respect to Personal Data within Customer Data that the Solution processes on Customer's documented instructions, Customer acts as the controller and CowManager acts as the processor. The parties shall enter into a data processing agreement ("DPA") where required by law (e.g., GDPR), which shall incorporate appropriate cross-border transfer safeguards (e.g., Standard Contractual Clauses).
(b) With respect to Operational Data and Aggregated Data, CowManager acts as the controller.
(c) In the event of any conflict between this Agreement and the DPA regarding the processing of Personal Data, the DPA shall prevail.

12.5 Sub processors

Customer authorizes CowManager to engage its Affiliates and third-party sub processors to process Personal Data for the purposes described in this Agreement, subject to written contracts imposing data-protection obligations no less protective than those set forth herein and in the DPA. Upon request, CowManager shall provide a list of its current sub processors and shall notify Customer of material changes in accordance with the DPA. If Customer reasonably objects, the parties shall work in good faith to identify a commercially reasonable alternative; if no such alternative is available, Customer may exercise the termination right set forth in the DPA as its sole and exclusive remedy.

12.6 Security

CowManager maintains appropriate technical and organizational measures designed to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, taking into account the nature of the data and associated risks. Such measures include access controls, least-privilege policies, encryption in transit, vulnerability and patch management, logging and monitoring, and employee confidentiality obligations.

12.7 Security Incidents

CowManager shall notify Customer without undue delay after becoming aware of a Personal Data breach affecting Customer Data and shall provide information reasonably available to assist Customer in complying with its breach-notification obligations. CowManager shall promptly take reasonable steps to contain, investigate, and remediate the incident. Any such notifications shall not be an admission of fault or liability.

12.8 Retention; Deletion; Backups

During the Subscription term, Customer may export Customer Data via available tools or APIs. Following termination or expiration of the Subscription, CowManager may choose to deactivate the customer account and, after a standard grace period of thirty (30) days (unless a longer period is required by law or agreed in the DPA), and may choose to delete Customer Data from active systems. Customer acknowledges that residual copies may persist in backup systems in accordance with CowManager's backup and retention policies.

12.9 Assistance & Data Subject Requests

CowManager shall provide reasonable assistance (at Customer's cost where permitted by Law) with respect to data-protection impact assessments, security questionnaires, and data-subject requests that Customer, acting as controller, is legally obliged to address, as further set forth in the applicable DPA.

12.10 Customer Responsibilities

Customer is responsible for: (i) the accuracy, quality, and legality of Customer Data; (ii) providing all required notices and obtaining all necessary consents (including for sharing Customer Data with designated veterinarians, dealers or other third parties); (iii) configuring the Solution in a manner that meets Customer's legal and compliance requirements; and (iv) ensuring that Customer does not introducing special categories of Personal Data unrelated to the intended use of the Solution (e.g., health data of employees) unless expressly agreed in writing in the DPA.

12.11 Government & Legal Requests

CowManager may disclose Customer Data to the extent required by law, regulation, court order, or valid governmental request. Where legally permitted, CowManager shall provide prior notice to Customer to allow Customer an opportunity to seek protective measures.

12.12 Privacy Notices

The processing of Personal Data relating to Customer's business contacts and CowManager's own marketing, account management, and website operations is described in CowManager's external Privacy Notice (as updated from time to time), where CowManager acts as the data controller.

13. COMPLIANCE AND ACCEPTABLE USE

13.1 Legal Compliance

Customer shall use the Solution only in accordance with the Agreement and all applicable laws and regulations, including (as relevant) all animal-welfare legislation, product safety rules, privacy and data-protection laws, anti-corruption and anti-bribery laws, competition laws, sanctions and export-control laws, customs and trade-compliance rules, and all applicable tax and record-keeping obligations.

13.2 Acceptable Use Requirements

Customer shall not (and shall not permit any third party to):
(a) use the Solution for any unlawful, harmful, fraudulent, infringing, defamatory, or misleading purpose;
(b) introduce malware or other harmful code; interfere with, attempt to disrupt or otherwise compromise the solution or its security, probe, scan, penetration-testing of the Solution without CowManager's prior written consent, or bypass, disable or circumvent any technical or usage controls (including license, seat, site, or API limits);
(c) share logins, credentials, or multi-factor tokens beyond Customer's personnel and contractors under Customer's control, fail to implement reasonable access controls, or allow access by any sanctions-restricted party;
(d) rent, lease, timeshare, offer service bureau, or managed-service use, resell, or otherwise provide the Solution to third parties (except as expressly permitted in the Agreement);
(e) scrape, harvest, or systematically export data in violation of documented API terms; exceed published or communicated rate limits; or use automation to mimic human use;
(f) publish or disclose benchmarking or performance tests of the Solution without our prior written consent;
(g) remove, obscure or alter proprietary notices or regulatory markings on Products;
(h) use non-approved accessories, firmware or software with Products, or tamper with Products or SIMs (where applicable);
(i) process special-category personal data unrelated to the Solution or any data whose processing would make CowManager a regulated entity (e.g., medical-device/clinical data), unless expressly agreed in a DPA.

13.3 High-Risk/ Safety-Critical Uses

The Solution is provided solely for decision-support purposes and not a medical or veterinary device, nor a substitute for professional judgment. Customer shall not rely on the Solution as the sole source for health, safety, or regulatory decisions, and shall not use the Solution in any environment where failure could reasonably be expected to result in death, personal injury, or severe property or environmental damage (including operation of vehicles or heavy machinery). Customer remains responsible at all times for herd management and compliance with applicable animal-welfare requirements.

13.4 Trade Controls & Sanctions

Customer represents and warrants that neither Customer nor any party accessing the Solution under Customer's account (i) is located in, organized under the laws of, or ordinarily resident in a comprehensively sanctioned jurisdiction, or (ii) is listed on, or owned or controlled by a party listed on, any applicable sanctions, denied-party, or restricted-party list. Customer shall not export, re-export, transfer, or permit access to the Solution, Products, or related technology in violation of sanctions or export-control laws and shall obtain any required licenses or authorizations.

CowManager may immediately suspend the Solution where CowManager reasonably determines such suspension is necessary to comply with trade-control laws.

13.5 Anti-Corruption
Customer shall comply with applicable anti-bribery and anti-corruption laws (including the UK Bribery Act and the U.S. Foreign Corrupt Practices Act, where applicable) and shall not offer, give, request or accept any improper payment, advantage or thing of value in connection with this Agreement. Customer shall maintain complete and accurate books and records relating to transactions under this Agreement.

13.6 Monitoring; Enforcement
CowManager may monitor use of the Solution (including API calls and telemetry) to operate, secure and enforce this Agreement, subject to Section 13. If CowManager reasonably determines that Customer has breached this Section 13 or that Customer's use creates a security, legal or operational risk, CowManager may suspend or throttle the Solution (in whole or part) upon notice (or immediately, where reasonably necessary). CowManager may require remediation measures. Repeated or serious breaches are grounds for termination in accordance with Section 4.3.

13.7 Customer Policies
Customer shall implement and enforce internal policies and procedures reasonably designed to ensure that its users comply with this Section 13, including access-control, credential-management and incident-reporting practices. Customer shall promptly notify CowManager of any suspected misuse of the Solution or any actual or suspected security incident involving the Solution.

14. INDEMNITIES

14.1 By Customer
Customer shall indemnify, defend, and hold harmless CowManager, its affiliates, and their respective directors, officers, employees and contractors from and against any and all third-party claims, demands, actions and proceedings (including reasonable attorneys' fees, costs and any finally awarded damages or approved settlements) arising out of or relating to:
(a) Customer's breach of this Agreement or applicable law (including Section 13 - Compliance & Acceptable Use);
(b) misuse of the Solution or Products, including operation contrary to the documentation, site requirements or safety warnings;
(c) Customer Data (including allegations that Customer Data, or CowManager's processing of such data with Customer's instructions, infringes privacy, publicity or intellectual-property rights, or violates applicable data-protection laws);
(d) Customer's combination of the Solution with non-CowManager products or services, or use of non-approved accessories or firmware; and
(e) access to or use of the Solution by Customer's users, contractors or other recipients under Customer's account (including credential sharing), and any data-sharing instructions provided by Customer.

14.2 By CowManager (IP)
CowManager shall defend Customer against any third-party claim alleging that the unmodified Solution, when used as authorized and in accordance with this Agreement and the documentation, directly infringes such third party's patent, copyright or trade-secret rights. CowManager shall pay (i) any amounts finally awarded by a court of competent jurisdiction, or (ii) any settlement amounts approved in writing.

14.3 Remedies for IP Claims
If the Solution, or any feature thereof, is, or in CowManager's reasonable opinion is likely to become, the subject of an Intellectual Property infringement claim, CowManager may, at its sole

expense and option:
(a) procure for Customer the right to continue using the affected item;
(b) replace or modify the affected item so that it becomes non-infringing while materially preserving equivalent functionality; or
(c) terminate the affected portion of the Solution and refund any prepaid, unused Subscription fees allocated to such portion and, for any impacted sold Device that cannot reasonably be used with the Solution, accept its return and refund the depreciated purchase price calculated on a straight-line over 3 years.
This Section 14.3 states Customer's sole and exclusive remedy for third-party IP infringement claims related to the Solution.

14.4 Exclusions to CowManager's IP Indemnity
CowManager's obligations under Sections 14.2 and 14.3 do not apply to any claims arising out of or relating to:
(a) Customer Data;
(b) use of the Solution or Product(s) not authorized by this Agreement or not in accordance with the applicable documentation;
(c) use of, or in combination with, products, data or services not provided by CowManager, where the claim would not have arisen but for such use or combination;
(d) modifications to the Solution or Product(s) not made or authorized by CowManager;
(e) continued use of the affected Solution or feature after CowManager has notified Customer of a potential infringement concern and offered a replacement or modification;
(f) third-party or open-source components provided under separate licenses or license terms, beta or preview features, or no-charge trial or evaluation use; or
(g) claims arising from Customer's failure to implement an update, fix, or configuration change provided by CowManager that would have avoided the alleged infringement without materially impairing core functionality.

14.5 Claim Conditions (Both Parties)
The indemnified party shall: (i) promptly notify the indemnifying party in writing of any claim provided that any delay shall relieve the indemnifying party of its obligations only to the extent it is prejudiced by such delay; (ii) grant the indemnifying party sole control over the defense and settlement of the claim, provided that no settlement shall impose any non-monetary obligations or admissions of liability on the indemnified party without its prior written consent, which shall not be unreasonably withheld; and (iii) provide reasonable cooperation and assistance, at the indemnifying party's expense.

14.6 Duty to Mitigate
Each party shall use commercially reasonable efforts to mitigate any losses subject to indemnification under this Agreement.

15. DISCLAIMERS; LIMITATION OF LIABILITY

15.1 Decision-Support Only
Analytical outputs, alerts, predictions, dashboards and positioning features are provided solely for decision-support purposes only and do not constitute veterinary, medical, nutritional, legal or other professional advice.

15.2 No Safety-Critical Use
The Solution is not designed for life-support or other safety-critical uses (e.g., operating vehicles or heavy machinery). Customer shall not use the Solution in any environment where failure could reasonably result in personal injury, death, or significant property damage.

15.3 Third-Party Items
CowManager is not responsible or liable for third-party networks, internet or connectivity, power supply, Customer's systems, or third-party products or services not provided by CowManager, including open-source and third-party components governed by their own licenses or license terms).

15.4 Indirect Damages Excluded
Neither party shall be liable for any indirect, special, incidental, exemplary, punitive or consequential damages; including loss of profits, revenue, business, production or goodwill; business interruption; or loss or corruption of data (including restoration or re-creation costs), even if advised of the possibility of such damages.

15.5 Liability Cap
Subject to Section 15.6 (Carve-outs):
(a) For claims allocable to a specific Order, each party's aggregate liability arising out of or related to that Order shall not exceed the lesser of: (i) the total fees paid by Customer to CowManager for that Order during the twelve (12) months immediately preceding the first event giving rise to liability; or (ii) EUR 250,000.
(b) For claims not reasonably allocable to a specific Order, the cap set forth in 15.5 (a) shall be determined by the total Subscription fees paid during the twelve (12) months immediately preceding the first event giving rise to liability across all then-active Orders.
For death or personal injury caused by negligence, each party's aggregate liability shall be capped at EUR 500,000.

Multiple claims shall not increase the applicable liability caps; which apply in the aggregate per the foregoing. Amounts paid under Section 14 (Indemnities) shall count toward the applicable cap unless expressly excluded under Section 15.6.

15.6 Carve-Outs
The exclusions set forth in this Section do not apply to:
(i) Customer's payment obligations;
(ii) Customer's breach of the license or acceptable-use restrictions set forth in Sections 3.3 and 13 or Customer's infringement or misappropriation of CowManager IP;
(iii) each party's indemnification obligations under Section 14;
(iv) death or personal injury caused by negligence;
(v) fraud or willful misconduct; or
(vi) any liability that cannot be excluded or limited under applicable mandatory law.

15.7 Data Posture
Customer is responsible for exporting and backing up Customer Data using the available tools and/or APIs. CowManager is not responsible for Customer's failure to maintain appropriate backups or for data loss arising from systems, networks or services that are not provided by CowManager.

15.8 Claims Time-Bar
No claim, action or proceeding arising out of or relating to this Agreement may be brought more than twelve (12) months after the cause of action accrues, except for claims relating to unpaid Fees or IP infringement.

16. ASSIGNMENT AND SUBCONTRACTING

16.1 No Assignment by Customer (Permitted Transfers Only)
Customer may not assign, novate, transfer or otherwise dispose of this Agreement, any Order, or any rights or obligations hereunder, in whole or in part, without CowManager's prior written consent.

CowManager shall not unreasonably withhold consent for a bona fide transfer, provided that:
(a) the proposed transferee is not (and is not controlled by) a Competitor of CowManager;
(b) the transferee satisfies CowManager's reasonable Know Your Customer (KYC), anti-money laundry(AML), sanctions, and credit requirements;
(c) all amounts then due and payable have been paid in full and no default exists;
(d) the transfer (including any novation) applies to the entire Agreement and all Orders and Subscriptions associated with the relevant Customer account and Site(s), and including all associated payment obligations, with no partial transfer, carve-out, or selective assignment, and is documented using CowManager's standard assumption or novation form; and
(e) Customer pays any reasonable administrative transfer fees and applicable logistics costs (e.g., de-/re-installation, re-commissioning);
(f) the transfer is permitted only if all sensors included in the transfer (including all sensors associated with all applicable Orders, Subscriptions and Site(s)) are less than five (5) years old as of the effective date of the transfer, measured from CowManager's original shipment date by CowManager; and
(g) the transfer request submitted by Customer is sent solely for active Hardware Products.

16.2 Change of Control
Any direct or indirect Change of Control of Customer shall be deemed an assignment for purposes of this Agreement. Customer shall notify CowManager in writing at least thirty (30) days in advance or if advance notice is not permitted due to confidentiality obligations, promptly after public announcement. CowManager may condition continued performance on satisfaction of the criteria in Section 16.1 and may suspend or terminate this Agreement under Section 17 if the new controller is a Competitor, a sanctioned or restricted party, fails to fulfil applicable KYC or AML or credit requirements, or materially increases CowManager's risk.

16.3 Site/Account Transfers
Any transfer of Subscriptions between sites or customer accounts require CowManager's prior written approval and must be completed in accordance with CowManager's then-current transfer procedures.

16.4 CowManager Assignment; Receivables; Subcontractors
CowManager may assign or novate this Agreement, in whole or in part, to an Affiliate or in connection with a merger, reorganization, financing, or sale of all or substantially all its business or assets. CowManager may assign its receivables under this Agreement without notice to the Customer. CowManager may engage subcontractors and Affiliates to perform its obligations under this Agreement and shall remain responsible for their performance in accordance with this Agreement.

16.5 Effect; Continuing Liability Until Assumption
No Customer transfer is effective until CowManager provides its prior written consent and receives a duly executed assumption or novation agreement. Until then, Customer shall remain jointly and severally liable for all obligations under this Agreement.

17. FORCE MAJEURE

17.1 Definition
A "Force Majeure Event" means an event beyond the reasonable control of the affected party that it could not reasonably have been prevented or overcome, including: acts of God; epidemics or pandemics and related public-health measures; war, terrorism, or civil unrest; strikes or other labor disturbances (excluding labor disputes limited to affected party's own workforce); embargoes, sanctions, export-control or customs restrictions; acts or orders of government or competent authority; failures or material degradation of utilities, public telecommunications, cloud or internet backbone infrastructure; denial-of-service attacks and widespread cyber incidents not caused by the affected party's breach of Section 13; fire, flood, extreme weather events, and other natural disasters; and shortages or failure of suppliers, carriers, or subcontractors to the extent caused by any of the foregoing.

17.2 Relief; Mitigation; Notice
If a party is prevented or delayed from performing its obligations due to a Force Majeure Event, that party's performance is excused for the duration and to the extent of the impact of such Force Majeure Event, provided that the affected party: (a) uses commercially reasonable efforts to mitigate the effects of the Force Majeure event and resume performance as soon as reasonably practical; and (b) provides written notice to the other party without undue delay including reasonable details of the event and updates upon request.

17.3 What is *not* excused
Force Majeure does not excuse: (a) Customer's obligation to pay undisputed amounts that have been already invoiced or accruing for Services already made available prior to the Force Majeure Event; (b) Customer's compliance with license and use restrictions, confidentiality, and data-protection obligations; or (c) delays caused by Customer's failure to meet Site Readiness requirements or other obligations under Section 7, except to the extent such failure is itself directly caused by a Force Majeure Event).

17.4 SaaS operations and SLAs
During a Force Majeure Event affecting CowManager or its hosting, telecommunications, or logistics providers, any uptime commitments and service credits (if applicable) shall be suspended for the affected scope and duration of the event. During such period, CowManager may implement temporary workarounds, reduce or suspend non-critical functionality, defer non-security updates, and prioritize critical support.

17.5 Shipping, supply and substitutions
If a Force Majeure Event impacts the supply or delivery of Products delivery dates shall be extended by a reasonable period. CowManager may substitute functionally equivalent components, ship from alternative locations, or split deliveries. If a Force Majeure Event materially increases CowManager's out-of-pocket costs to deliver Hardware Products under an EXW/DAP scenario requested by Customer, the parties shall cooperate in good faith to agree a fair allocation of such incremental pass-through costs.

17.6 Extended Events
If a Force Majeure Event continues for more than sixty (60) consecutive days and materially prevents performance of a material part of this Agreement:
(a) either party may terminate the affected Order (or the affected portion of the Services) upon written notice; and
(b) if CowManager terminates, CowManager shall refund any prepaid, unused Subscription fees allocable to the terminated scope, net of any outstanding charges.
Early Termination Fees shall not apply to any termination initiated by CowManager under this Section 17.6. Early termination fees shall apply to Customer only where Customer elects to

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terminate without a qualifying Force Majeure Event affecting CowManager's performance and outside the scope of Section 4.2.

17.7 Sanctions/export-control changes

If continued performance would violate applicable sanctions, export-control or trade laws due to changes occurring after the applicable Order date, CowManager may suspend or terminate the affected scope without liability. In such event, CowManager shall refund any prepaid, unused fees allocable to suspended or terminated scope.

18. CONFIDENTIALITY

18.1 Definitions

"Confidential Information" means non-public information disclosed by or on behalf of a disclosing party ("Discloser") to the other party ("Recipient") that is identified as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes (without limitation) product roadmaps, pricing, the terms of this Agreement, business plans, customer lists, security information, usage data related to the Solution, and non-public technical information. Confidential Information does not include information that the Recipient can demonstrate: (a) is or becomes publicly available through no breach of this Agreement by the Recipient; (b) was rightfully known to Recipient without confidentiality restriction prior to disclosure; (c) is independently developed by the Recipient without use of or reference to Disclosing party's Confidential Information; or (d) is rightfully received from a third party without confidentiality restriction.

18.2 Obligations

Recipient shall (a) use the Discloser's Confidential Information solely as necessary to perform or receive this Agreement; (b) protect the Confidential Information using at least reasonable care and no less than the standard it applies to its own Confidential Information of similar nature; and (c) disclose the Confidential Information only to its and its affiliates' directors, officers, employees, professional advisors, auditors, insurers, subcontractors, sub processors and contractors who have a need to know for the permitted purpose and who are bound by confidentiality obligations no less protective than those set forth in this Section. Recipient remains responsible for compliance with this Section by all such permitted recipients.

18.3 Compelled Disclosure

Recipient may disclose the Disclosers' Confidential Information to the extent required by law, regulation, stock-exchange rule, or court or administrative order, provided that the Recipient (a) gives the Discloser prompt written notice (where lawful) and reasonably cooperates with the Discloser to seek protective measures, and (b) discloses only that portion of the Confidential Information that is legally required.

18.4 Return/Destruction

Upon the Discloser's written request or upon termination or expiration of this Agreement, the Recipient shall promptly return or destroy at the Discloser's option, all Confidential Information of the Disclosing Party in the Recipient's possession or control. However, the Recipient may retain (i) copies required to be retained by law or bona fide record-keeping policies (which shall remain subject to the confidential obligations set forth in this Section) and (ii) copies archived in routine automatic backup systems (which shall be destroyed in the ordinary course of such systems).

18.5 Duration

The confidentiality obligations set forth in this Section shall apply for a period of five (5) years from the date of disclosure of the Confidential Information. With respect to the trade secrets, such obligations shall continue as long as the confidential information remains a trade secret under applicable law.

18.6 Remedies

Unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be an inadequate remedy. In addition to any other remedies available at law or in equity, Discloser shall be entitled to seek injunctive or equitable relief without the requirement to post bond or other security.

18.7 Publicity; Agreement Terms

(a) CowManager may include Customer's name and logo in a standard customer lists and general marketing materials, unless Customer opts out by providing a written notice. Any case study, or testimonial requires Customer's prior written consent.
(b) Customer shall not issue any press release, case study, public statement, social-media post, or other publicity referencing CowManager, the Solution, any project or results, nor display CowManager's trademarks, without CowManager's prior written approval, except where disclosure is required by law and then only in accordance with Section 18.3.

18.8 Residuals

This Section does not restrict the use of ideas, concepts, knowledge, or techniques that are retained in the unaided memory of Recipient's personnel who had authorized access to the Discloser's Confidential Information, provided that the Recipient does not intentionally memorize Discloser's Confidential Information for the purpose of circumventing this Section.

18.9 No Additional Licenses

Except as expressly stated in the Agreement, no rights or licenses in or to any Confidential Information or intellectual property are granted by disclosure.

19. NOTICES; AMENDMENTS; MISCELLANEOUS

19.1 Notices

All notices under this Agreement must be in writing and delivered by hand, reputable courier or email to the contacts details specified in the applicable Order (as such details may be updated by notice). Notices shall be deemed received: (a) when delivered by hand; (b) upon confirmed delivery by the courier; or (c) in the case of email, when sent without a bounce-back during the Recipient's normal business hours (or if sent outside business hours, at the start of the next Business Day). Notices do not include service of process, which must be effected in accordance with the applicable law. CowManager may also provide operational or informational notices through the Customer portal and/or via invoice footers. Such operational notices take effect when posted or sent, as applicable.

19.2 Changes to Terms

CowManager may update or amend these Terms by providing prior written notice to the Customer (email sufficient). Updated Terms shall be made available electronically (e.g., via a website or portal link provided in the notice or referenced on an invoice). The parties agree that such electronic availability satisfies the requirements of Article 6:234 of the Dutch Civil Code (*Burgerlijk Wetboek*).

19.3 Entire Agreement; Order Process; Conflicting Terms

This Agreement (see Section 2.1) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior proposals, negotiations, representations, and communications, weather written or oral. A signed quote or electronic acceptance constitutes an Order; no separate order confirmation is required. Any Customer purchasing terms or other standard terms (including terms contained in or referenced by a Purchase Order or similar document) are expressly rejected and shall be of no force or effect, even if CowManager performs without further objection.

19.4 Amendments; Waivers

Except for updates made in accordance with Section 19.2, any amendment or waiver of this Agreement must be set forth in a written instrument signed by authorized representatives of both parties and must expressly referring to the provision being amended or waived. Any failure or delay to enforce any provision of this Agreement shall not constitute a waiver of that provision or of any other provision. Any waiver granted on one occasion shall not be deemed a continuing or subsequent waiver.

19.5 Severability; Interpretation

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to render it valid and enforceable, and the remaining provisions shall remain in full force and effect. Headings are for convenience only and do not affect interpretation. The term "Including" means "including without limitation. The word "Or" is not exclusive. References to "days" mean calendar days unless expressly stated otherwise.

19.6 Third-Party Rights

No third party shall have rights under this Agreement, except that CowManager's affiliates, licensors and subcontractors may rely upon disclaimers, exclusions and limitations of liability and may enforce protections intended for their benefit.

19.7 Governing Law; Forum; CISG

This Agreement and any non-contractual claims arising out of or in connection with it shall be governed by the laws of The Netherlands, excluding its conflict-of-law rules and the United Nations (U.N.) Convention on Contracts for the International Sale of Goods (CISG). The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the Netherlands, specifically the District Court of Midden-Nederland, location Utrecht. Each party irrevocably waives any objection to venue or forum based on inconvenience or any similar grounds.

19.8 Electronic Signatures; Electronic Communications

Electronic signatures and scanned or photographed copies of wet-ink signatures shall be valid and binding to the fullest extent permitted by the applicable law. The parties consent to transact and receive records electronically. Portal postings and invoice footers may be used for operational notices as permitted by Section 19.1 and for making updated Terms available as permitted by Section 19.2.

19.9 Language

This Agreement is executed in English language. Any translation is provided for convenience only; the English version shall prevail in the event of any inconsistency.

19.10 Counterparts

This Agreement, and any amendment hereto, may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

--END OF TERMS AND CONDITIONS--