

JAN 2026

TERM OF SERVICE

Version SAAS V2



Annex 4 – Term of Services

These Terms of Service (**Terms of Service**) apply between: (1) OVO-Vision and (2) the company that is entitled to make use of the OVO-Vision Platform based on the Order Form (**Customer**). OVO-Vision and Customer are hereinafter collectively also referred to as the **Parties** and individually as a **Party**.

OVO-Vision is a company that provides software solutions

for the egg and poultry industry. OVO-Vision Cloud is a software as a service platform consisting of multiple modules to streamline the total egg supply chain (the **OVO-Vision Platform**). OVO-Vision is willing to make the OVO-Vision Platform and the other services set out in any order form agreed between Customer and OVO-Vision (the **Order Form**) available to Customer under the terms and conditions of the Agreement.

1. APPLICABILITY

- 1.1. These Terms of Service apply to any and all offers, agreements and Order Forms relating to the OVO-Vision Platform and related services provided by OVO-Vision to Customer.
- 1.2. In the event of a conflict or inconsistency between the terms of (a) the Order Form, (b) the Terms of Service, and (c) any other documents referred in the Agreement, the term falling into the category first appearing in the list above takes precedence unless expressly stated otherwise with specific reference to the relevant clause(s) deviating from.

2. THE OVO-VISION PLATFORM

- 2.1. OVO-Vision shall (a) make the OVO-Vision Platform available to Customer as "software as a service" (i.e. the OVO-Vision Platform is made accessible to Customer via the internet on an "as is" basis), (b) provide Customer with maintenance and support services in connection with the OVO-Vision Platform in accordance with the Terms of Service or the Service Level Agreement (whichever is agreed), and (c) provide onboarding support- and consultancy services (together the **Professional Services**) and any other related services to Customer as set out in the Order Form (if any).
- 2.2. OVO-Vision will grant Customer access to the OVO-Vision Platform or certain parts thereof, which allows Customer to provide, insofar as applicable, its employees and representatives (**Permitted Users**) access to functionality of the OVO-Vision Platform.
- 2.3. Customer is responsible for all activities that occur on the OVO-Vision Platform under the accounts of Customer (including those of Customer's employees and representatives), regardless of whether the activities are undertaken by Customer, one of its employees or

representatives. Except to the extent caused by OVO-Vision's attributable breach of this Agreement, OVO-Vision is not responsible for any unauthorized access to an account managed by Customer or any related information. Customer will immediately notify OVO-Vision in writing if it believes that an unauthorized party may be using Customer's account.

- 2.4. OVO-Vision may monitor traffic and usage of the OVO-Vision Platform for the purpose of monitoring compliance with the Agreement and system administration, and optimization purposes.
- 2.5. OVO-Vision may change, extend, enhance, or deprecate (elements of) the OVO-Vision Platform, or change or remove or add features or functionality of or to the OVO-Vision Platform from time to time. OVO-Vision will notify Customer in advance of any material changes to or discontinuation of elements of the OVO-Vision Platform. When extensions, enhancements or added functionality of the OVO-Vision Platform are made available to Customer, the Agreement will govern Customer's and Permitted Users' use and access to such extensions, enhancements or added functionality.

3. SERVICE LEVELS AND SUPPORT

- 3.1. OVO-Vision shall use commercial reasonable efforts to ensure availability of the OVO-Vision Platform in accordance with the SLA.
- 3.2. OVO-Vision shall use commercial reasonable efforts to respond to Incidents and Problems during Working Hours. Customer can report Incidents and Problems to support@ovo-vision.com. OVO-Vision performs maintenance, and shall use commercially reasonable efforts to schedule system downtime during off-peak hours.

4. PROFESSIONAL SERVICES

- 4.1. The Professional Services provided by OVO-Vision are detailed in the Order Form and shall be provided on a time and material basis against the rates specified in the Order Form.
- 4.2. OVO-Vision shall provide Professional Services from Monday to Friday, excluding statutory holidays in the Netherlands (**Working Hours**).
- 4.3. OVO-Vision shall provide the Professional Services with due care, in accordance with industry practice, and in accordance with the arrangements and procedures agreed with Customer in writing.
- 4.4. Customer shall notify OVO-Vision in advance of any circumstances that affect or may affect the provision of Professional Services by OVO-Vision, such as specific topics that Customer wishes to focus on, the availability of Customer's resources and personnel required to receive the services, and any facts and circumstances of which

OVO-Vision may not be aware but which may be relevant for the provision of the services.

- 4.5. Customer shall provide OVO-Vision with all reasonably requested assistance and access to information, data and systems as required for OVO-Vision to provide the Professional Services. Customer warrants that all materials made available to OVO-Vision for the purpose of providing the professional services are accurate and complete in all material respects.
- 4.6. Customer shall designate a primary contact person who will act in this capacity during the period that the Professional Services are performed. Customer's contact person(s) shall have the necessary experience, specific relevant knowledge and an insight into Customer's desired objectives.
- 4.7. The results of the Professional Services will be deemed accepted by Customer when Customer makes use thereof.

5. DATA

- 5.1. Customer shall retain ownership of its own and its Permitted Users' data stored in and processed through the OVO-Vision Platform, including any modifications, enhancements and updates thereof (**Customer Data**).
- 5.2. OVO-Vision shall use Customer Data solely for the provision of the OVO-Vision Platform and related services.
- 5.3. Customer agrees that OVO-Vision may use Customer Data for aggregation and that such aggregated and anonymised data may be used by OVO-Vision both during and after the term of the Agreement to gain insights, develop new services, and to review and improve services.
- 5.4. OVO-Vision shall facilitate the transmission of Customer Data to the Customer or to a third-party service provider designated by the Customer, without undue delay, in a direct, structured, commonly used and machine-readable format. Such transmission shall be free of charge for the Customer, except for reasonable costs necessary to perform the transmission, which costs shall be made known to the Customer in advance.
- 5.5. The data centers used by OVO-Vision for the provision of the OVO-Vision are certified in accordance with Microsoft.

6. CUSTOMER OBLIGATIONS

- 6.1. Customer shall, and shall procure that its Permitted Users shall (a) use the OVO-Vision Platform only for its intended purposes, (b) use best efforts to prevent unauthorized access to or use of any elements of the OVO-Vision Platform by any person or entity, and notify OVO-Vision promptly after suspecting or becoming aware of any such unauthorized access or use and (c) use the OVO-Vision Platform in accordance with OVO-Vision's documentation and instructions and in accordance with applicable laws.
- 6.2. Customer shall not, and shall procure that its Permitted Users shall not (a) create derivative works, decompile, decrypt, disassemble, modify, scrape, or reverse engineer any part of the OVO-Vision Platform in any way, (b) send, store or authorize a third party to send or store, spam, unlawful, infringing, obscene or libellous, material, or any

harmful code through or with the OVO-Vision Platform, (c) attempt to gain unauthorized access to, or disrupt the integrity or performance of any elements of the OVO-Vision Platform, (d) delete or alter any disclaimers, warning, copyright or other proprietary notices accompanying the OVO-Vision Platform, (e) access any elements of the OVO-Vision Platform with an intention to probe, scan or test the vulnerability of any systems or networks, or breach or circumvent any security or authentication measures and/or (f) use the OVO-Vision Platform and its rights granted under the Agreement in any manner that could damage, disable, overburden or impair the OVO-Vision Platform.

- 6.3. In the event of suspected non-compliance with any of the provisions of clause 6.2 or other unlawful acts, OVO-Vision may suspend Customer's and Permitted User's access to the OVO-Vision Platform without incurring any liability.

7. DEPENDENCIES

- 7.1. Customer acknowledges and agrees that OVO-Vision's ability to perform the activities and services set out in the Agreement is dependent on Customer and Customer's third-party suppliers (including but not limited to third party data suppliers and third-party hardware and software providers). To enable OVO-Vision to perform activities and services, Customer shall (a) timely make the right people with the necessary skills and the necessary knowledge available to OVO-Vision, (b) provide in a timely manner all cooperation, information, data, documentation, materials and input reasonably required by OVO-Vision, and commit sufficient resources from technical and business teams to support OVO-Vision, (c) provide timely decisions, approvals and directions if and when requested by OVO-Vision.
- 7.2. OVO-Vision shall be excused from performing its obligations under the Agreement if and when Customer fails to perform a task or to meet an obligation on which OVO-Vision's performance depends, which includes but is not limited to the dependencies set out in clause 7.1 above.

8. FEES AND INVOICING

- 8.1. Unless provided otherwise in this clause 8, (a) the fees and charges for the activities and services performed by OVO-Vision under the Agreement are set out in Annex 2 to the Order Form, and are subject to the limitations, conditions and assumptions mentioned in the Agreement, and (b) where no specific arrangements on fees and charges are set out in the Agreement 8, OVO-Vision will charge Customer for activities and services performed on a time and material basis.
- 8.2. All amounts set out in the Agreement are exclusive of value added tax and all other taxes, costs, levies and (sur)charges, and exclude travel expenses and other out-of-pocket expenses, which will be added to each invoice, as applicable.

- 8.3. The fees and charges set out in the Agreement may be adjusted annually to reflect price inflation, using the CPI CBS Index (NL) as a basis for the adjustment.
- 8.4. In the event of material changes to the pricing of compute and storage resources required for OVO-Vision to perform the services and activities set out in the Order Form, OVO-Vision may adjust the fees and charges. OVO-Vision will notify Customer in advance of such adjustments.
- 8.5. Customer shall pay OVO-Vision's invoices within 14 days of the date of the invoice.
- 8.6. Subscription fees are due after the execution of the Agreement and are renewed on an annual basis.
- 8.7. If any amounts due to OVO-Vision are 15 days or more overdue, then OVO-Vision may, without limiting its other rights and remedies, suspend performance of its obligations under the Agreement (including but not limited to Customer's access to the OVO-Vision Platform) until such amounts have been paid in full. OVO-Vision shall give Customer at least 7 days' prior notice of any such suspension. OVO-Vision shall not exercise its right under this clause 8.7 if Customer has timely disputed the relevant invoice(s) reasonably and in good faith, has paid the undisputed part in time and is cooperating diligently to resolve the dispute.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. In this clause 9, reference to the OVO-Vision Platform includes the results of any associated services.
- 9.2. Except as expressly provided, nothing in the Agreement shall transfer, assign, license or otherwise grant any Party any right or interest in the other Party's intellectual property rights.
- 9.3. All intellectual property rights in the OVO-Vision Platform are vested in OVO-Vision and its licensor(s), and Customer will acquire no rights therein.
- 9.4. Customer grants and, where applicable, sublicenses to OVO-Vision, for the term of the Agreement, the non-exclusive right to data and materials of Customer and its affiliates to the extent necessary to perform its obligations under this Agreement.
- 9.5. Customer shall notify OVO-Vision promptly after becoming aware of a claim that the OVO-Vision Platform or any elements thereof infringe the intellectual property rights of a third party. Customer shall permit OVO-Vision to conduct any negotiations and litigation to settle such claim, it shall not make any admission in respect of such claim without OVO-Vision's prior written consent, and it shall upon OVO-Vision's written request immediately cease all use of the OVO-Vision Platform or elements thereof, and ensure that its Permitted Users do the same.
- 9.6. If the OVO-Vision Platform or any elements thereof are alleged to, or are held to, constitute an infringement of the intellectual property rights of a third party, then OVO-Vision may do any or all of the following, at its own option and sole discretion: (a) make all reasonable attempts to procure for Customer the right to continue using allegedly infringing elements, (b) modify or replace the allegedly infringing elements so as to avoid the infringement, or (c) while giving notice as soon as reasonably possible, terminate Customer's, and employees' and representatives' access to the infringing elements of the OVO-Vision Platform (or the complete OVO-Vision Platform if required in OVO-Vision's reasonable opinion) and refund the most recent 6 months of fees that were paid for such terminated elements to Customer.

- 9.7. OVO-Vision's obligations under clause 9.6 shall constitute Customer's sole remedy in relation to any infringement claims made in relation to the OVO-Vision Platform or any elements thereof.
- 9.8. OVO-Vision shall have no obligations under clause 9.6 if Customer has not met its obligations under clause 9.5 in full or if the (alleged) infringement is caused by any use of the OVO-Vision Platform or any elements thereof (a) by Customer or a Permitted User in breach of the Agreement or OVO-Vision's documentation or instructions, or (b) in combination with equipment, software or other devices not approved by OVO-Vision.

10. DATA PROTECTION

- 10.1. OVO-Vision will have the right to use the data it receives and processes on behalf of Customer for the purpose of providing OVO-Vision's services. OVO-Vision shall process any personal data as data processor.
- 10.2. Each Party shall comply with its obligations under applicable data protection laws and the terms of the data processing agreement attached to the Order Form as annex 4.

11. CONFIDENTIALITY

- 11.1. **Confidential Information** means the contents of this Agreement, any information (in any form) relating to the OVO-Vision Platform or the services provided under this Agreement, OVO-Vision's and Customer's business, and any other information (in any form) that has been disclosed by or on behalf of a Party in confidence, or which by its nature ought to be regarded as confidential. Confidential Information does not include: information, which (a) was already in a Party's possession without an obligation of confidentiality at the time of disclosure, (b) was already in the public domain at the time of disclosure, except as a result of a breach of the Agreement.
- 11.2. Each Party shall, both during the term of the Agreement and for a period of 2 years thereafter, keep the Confidential Information of the other Party confidential and not disclose such Confidential Information to any third party without the other Party's prior written consent. This clause 11.2 does not apply to information that is required to be disclosed by applicable law or the rules of a relevant stock exchange, provided that the disclosing Party, insofar as legally allowed, promptly notifies the other Party of its requirement to disclose, and co-operates with the other Party in avoiding or limiting the disclosure.

- 11.3. Each Party shall (a) use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under the Agreement, (b) only make Confidential Information available to employees and/or subcontractors on a need-to-know basis, and only after having made sure that such employees and/or subcontractors are bound by confidentiality obligations that are at least as strict as those in the Agreement, and (c) upon the other Party's first written request, promptly return to the other Party all Confidential Information of the other Party in its or any of its subcontractors' possession.

12. LIABILITY

- 12.1. **Losses** means any and all losses, damages, costs, fines, penalties, expenses (including legal fees) and other liabilities of any kind, whether foreseeable or not.
- 12.2. **Reference Year** means a period of 12 months starting on the Effective Date, and on each subsequent anniversary of the Effective Date.
- 12.3. The total cumulative liability of OVO-Vision for any Losses incurred by Customer under or in connection with the Agreement, whether for negligence, breach of contract, tort, misrepresentation or otherwise, shall, in relation to all events occurring in a given Reference Year, be limited to an amount equal to 50% of the subscription fees due by Customer under the Agreement in that Reference Year.
- 12.4. OVO-Vision shall not be liable, whether for negligence, breach of contract, tort, misrepresentation or otherwise, for any indirect or consequential Losses, for any exemplary, special or punitive damages, for any loss of profits, goodwill, production, revenue or business opportunity, or for any missed or anticipated savings, arising under or in connection with the Agreement.
- 12.5. The exclusions and limitations of liability in this clause 12 shall not apply to liability arising out of or in relation to a Party's (or its directors or employees) willful intent, fraud or gross negligence.
- 12.6. Customer shall indemnify OVO-Vision and its affiliates, and shall hold OVO-Vision and its affiliates harmless from all associated Losses, against any claims, demands or suits that relate to the data or information provided by or on behalf of Customer to OVO-Vision, or use of such data by OVO-Vision for the provision of the services.

13. FORCE MAJEURE

- 13.1. **Force Majeure Event** means any event or cause beyond the reasonable control of the impacted Party, including quarantine restrictions, transportation embargoes, non-OVO-Vision software, -hardware or -data, failure or delay of the internet, (D)DOS attacks, and non-performance or late performance of suppliers of OVO-Vision.
- 13.2. If a Party is prevented from or delayed in performing any of its obligations under the Agreement by a Force Majeure Event then (a) its obligations under the Agreement shall be suspended for as long as the Force Majeure Event continues, but only to the extent that the Party is prevented or delayed from performing them, (b) as soon

as reasonably possible after the start of the Force Majeure Event, the impacted Party shall notify the other Party of the nature of the Force Majeure Event, the time at which the Force Majeure Event started and the likely effects of the Force Majeure Event on its ability to perform its obligations under the Agreement, and (c) as soon as possible after the end of the Force Majeure Event, the impacted Party shall notify the other Party that the Force Majeure Event has ended, and shall resume performance of its obligations under the Agreement.

14. TERM AND TERMINATION

- 14.1. After the Initial Term specified in the Order Form, the Agreement shall constantly automatically renew with successive two (2) year periods (each an **Extension Term**), unless terminated by either Party by providing at least 12 months' prior written notice to the other Party before the end of the Initial Term or the Extension Term.
- 14.2. Either Party shall be entitled to terminate the Agreement, with immediate effect or with effect from a later date at such Party's discretion, in the following events: (a) if the other Party is in default, (b) if a Force Majeure event affecting the performance of the other Party continues for a period of more than 30 days, or (c) if an insolvency event has occurred with respect to the other Party.
- 14.3. OVO-Vision shall be entitled to terminate the Agreement, with immediate effect or with effect from a later date at its discretion, when Customer fails to timely remedy, within 30 days of written notice from OVO-Vision (i) any non-compliance as referred to in clause 6.2 or (ii) any other unlawful act by Customer or Permitted Users.
- 14.4. The Parties waive the right to rescind the Agreement. Article 6:265 DCC is excluded.

15. CONSEQUENCES OF TERMINATION

- 15.1. On the effective date of termination of the Agreement (a) all rights granted by OVO-Vision to Customer, including any rights granted to any Permitted Users will cease to exist, and Customer's and Permitted Users' access to and right to use the OVO-Vision Platform will end, (b) Customer shall promptly cease use of the OVO-Vision Platform and all other intellectual property rights of OVO-Vision, and ensure Permitted Users do the same, and (c) each Party shall cease use of the other Party's Confidential Information and return the same upon the other Party's written request.
- 15.2. Termination or expiry of the Agreement shall not affect a Party's accrued rights and obligations at the time of termination. Notwithstanding the termination of the Agreement, all rights and obligations of the Parties, which by their nature survive the termination of the Agreement shall survive such termination.

- 15.3. Upon termination or expiry of the Agreement, OVO-Vision shall, at the written request of the Customer made within thirty (30) days of such termination or expiry, return to the Customer all Customer Data in a structured, commonly used, and machine-readable format. The format shall enable the Customer to reuse the data and, where technically feasible, shall comply with relevant industry standards.
- 15.4. OVO-Vision shall ensure access to the Customer Data for a period of thirty (30) days following termination or expiry, solely for the purposes of data retrieval and portability. During this period, OVO-Vision shall not restrict, delay, or condition such access in order to facilitate a smooth transition.
- 15.5. Following the expiration of the data access period referred in clause 15.4, OVO-Vision is entitled to delete all Customer Data from its systems, unless otherwise required to retain such data under applicable law.

16. MISCELLANEOUS

- 16.1. No modification or amendment of the Agreement shall be effective unless in writing signed by authorized representatives of both Parties.
- 16.2. Customer waives the right to set off any amounts due by it under the Agreement and the right to suspend its performance under the Agreement.
- 16.3. OVO-Vision may, upon written notice to Customer, assign the Agreement or any or all of its rights and obligations arising out of the Agreement to any third party. Upon such an assignment, OVO-Vision shall have no further obligations under the Agreement with respect to the rights and obligations so assigned.
- 16.4. Customer is not permitted to assign or transfer any of its rights or obligations under the Agreement to any third party without the prior written consent of OVO-Vision. Any attempted assignment in violation of this clause 16.4 shall be void and has no legal effect.
- 16.5. Except as expressly provided in the Agreement, only a Party or a Party's permitted assignees or successors may enforce the terms of the Agreement.
- 16.6. OVO-Vision may identify Customer, including its name and logo, as a user of OVO-Vision services.
- 16.7. If any provision of the Agreement is held to be invalid or unenforceable, then such provision shall (insofar as it is invalid or unenforceable) be given no effect and shall be deemed not to be included without invalidating any of the remaining provisions of the Agreement. The Parties shall then replace the invalid or unenforceable provision by a valid and enforceable substitute provision, with an effect that is as close as possible to the effect intended with the invalid or unenforceable provision.
- 16.8. No provision of this Agreement creates a partnership between the Parties or makes a Party the agent of the other Party for any purpose. A Party has no authority to bind, to contract in the name of, or to create a liability or obligation for the other Party in any way or in any purpose.

17. APPLICABLE LAW AND JURISDICTION

- 17.1. The Agreement, and any and all disputes, controversies or claims arising out of or in relation to the Agreement and any further contracts resulting therefrom, shall be exclusively governed by, and interpreted in accordance with, the laws of the Netherlands.
- 17.2. Any disputes, controversies and claims arising out of or in connection with the Agreement and/or any further contracts resulting therefrom, shall be exclusively referred to the competent court residing in Amsterdam, the Netherlands

