END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") IS ENTERED BETWEEN THE PERSON AGREEING TO THESE TERMS ("YOU") AND THE COMPANY (AS DEFINED BELOW). IT APPLIES TO ANY SOFTWARE LICENSED BY THE COMPANY TO YOU. YOU CONFIRM THAT YOU ARE ENTITLED TO ACCEPT THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER/CONTRACTOR.

READ THIS AGREEMENT CAREFULLY BEFORE CONTINUING WITH THE INSTALLATION AND/OR USE OF THE SOFTWARE.

ALL USE OF THE SYSTEM IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY USING THE SYSTEM, YOU ARE ACCEPTING THIS AGREEMENT AND AGREEING TO BE BOUND BY ITS TERMS. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SYSTEM.

THIS AGREEMENT APPLIES TO ALL VISITORS, USERS AND OTHERS WHO ACCESS OR USE THE SYSTEM, EACH OF WHOM ACT ON YOUR BEHALF AND YOU ARE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF SUCH VISITORS, USERS AND OTHER PERSONS AS IF THEIR ACTS AND OMISSIONS ARE YOURS.

THIS AGREEMENT GOVERNS YOUR CURRENT AND FUTURE USE OF THE SYSTEM AND SUPERSEDES ANY PREVIOUS AGREEMENTS YOU HAVE WITH THE COMPANY OR ITS AFFILIATES REGARDING THE SYSTEM.

THIS AGREEMENT ALSO GOVERNS THE OWNERSHIP AND USE OF THE DATA (INCLUDING ANY USER DATA), THE COMPANY IP AND DELIVERABLES, WHICH WAS COLLECTED, PRODUCED OR GENERATED BY THE COMPANY OR ITS AFFILIATES BEFORE, ON, OR AFTER THE DATE OF THIS AGREEMENT.

Unless otherwise defined, capitalised terms used throughout this Agreement have the meanings stated in Annex I attached hereto.

1. License.

(a) The Company hereby grants you, and you hereby accept, a personal, revocable, non-transferable, non-exclusive license during the Term to use the System in the following manner: (i) installing and using the System at the Location; and (ii) accessing the Deliverables, all solely for your own internal business operations, but for no other purpose, subject to your compliance with this Agreement and any other applicable terms of use (the "**License**").

(b) The System may, from time to time, contain third party materials (including open-source software) and you agree to comply with terms of any third-party licenses applicable to such materials where notified to you by the Company (for example, where a link containing a list of such licenses on a website maintained by the Company is notified to you in the help or settings section of the System).

(c) You shall be responsible for all users accessing the System from your Location (except for the Company's administrative rights to access the System) or on your behalf (you and them each being a "**User**"), including ensuring that such Users shall use the System strictly in accordance with this Agreement and other applicable terms of use. Any use of the System by you or a User contrary to the provisions of this Agreement, shall be deemed as a material breach by you of this Agreement.

(d) During the Term, and at all times during your use of the System you shall comply with all applicable laws, rules and regulations.

2. User Data.

(a) The Company acknowledges that User Data shall be owned by you and the Company shall have no rights in connection with the User Data, except as expressly permitted in this Agreement and any applicable Company's terms of use.

(b) You shall have sole responsibility for the legality, reliability, integrity, accuracy, quality, content, use and all other aspects of the User Data.

(c) To the extent that any Deliverables contain any User Data, you hereby grant the Company a non-exclusive, irrevocable, perpetual, transferable, sublicensable, royalty-free, worldwide license to use, load, execute, store, transmit, display, copy adapt, translate, amend, modify, enhance, maintain, reproduce, distribute, communicate to the public and further develop the User Data, prepare derivative works from it, commercialise and otherwise exploit such User Data for any purpose and acknowledge that the Company shall have the right to use the User Data for the purpose of improving the System or similar equipment or software or services associated with such System or similar equipment, such as aggregated data analysis and benchmarking among different users or scientific publications.

(d) You represent and warrant that: (i) you own the Intellectual Property Rights in respect of your User Data or are entitled to provide a license to the Company and its Affiliates to use the User Data as long as it includes a third party data, and have obtained all necessary license(s), permission(s), consent, and made any necessary disclosures, to use your User Data and permit the Company and its Affiliates to use and disclose the User Data as contemplated by this Agreement; (ii) you have the rights necessary to grant the license and rights to the Company in Section Error! Reference source not found.; (iii) your User Data does not violate or infringe any Intellectual Property Right or other right, including any proprietary right, any right of publicity or privacy, of any person, company or entity, or other third party; and (iv) the User Data input, uploaded, transmitted or otherwise provided in the System is not unlawful or injurious, or contain, transmit or activate any harmful code, does not damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the System or the Company's systems or the Company's provision of services to any third party.

(e) You shall indemnify, defend, and hold harmless the Company, its Affiliates, and their respective directors, officers, employees and agents, from and against any loss, cost, expense or liability, resulting from or arising out of (i) any non-conformity to laws, rules and regulations relating to the User Data as above, (ii) any breach by you of Section 2(b) or (iii) any third party claim brought against the Company or any of its Affiliates to the extent that such third party claim alleges that the User Data or any portion thereof, infringes any Intellectual Property Rights of a third party.

3. Data Sharing, Downloads and Screenshots.

(a) When applicable, you shall be able to download certain Deliverables from the System and make screenshots (the "**Downloads**").

(b) When applicable, you shall be able to share the Downloads with third parties provided no personal data of the third party is included into them.

(c) You shall not have the right to sell or resell the Downloads, screenshots or any information from the System to any third party or sell, resell or otherwise offer them to any competitor of the Company.

(d) You shall be fully liable for how you use the Downloads and/or screenshots.

(e) In case the limitations in this Section 3 are violated the Company shall have the right to terminate the Agreement with immediate effect.

4. The Company Intellectual Property Rights.

(a) All right, title, and interest in and to the System (including but not limited to all Intellectual Property Rights in the Software, Deliverables, Documentation and metadata) are and shall remain the exclusive property of the Company. Nothing in this Agreement constitutes a waiver of the Company's Intellectual Property Rights under any law. You acknowledge that you are not granted any title or ownership rights in or to the System, except for the limited right of use of the System expressly set forth in Section 0 of this Agreement.
(b) You acknowledge that the Software, the Deliverables, the Data, the Documentation and metadata excluding the User Data (whether collected or generated before on or after the date of this Agreement) and all Intellectual Property Rights therein (the "**Company IP**") belongs exclusively to the Company and to the extent not already owned by the Company are hereby assigned (including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these rights, in each case whether subsisting now or in the future) to the Company by you (in the case of future Data and Deliverables and Intellectual Property Rights therein, with effect immediately upon their creation and as a future assignment of copyright). The Company IP shall remain the exclusive property of the Company during and after the Term and you must not use or disclose any Data, Systems and/or Downloads except as expressly permitted by this Agreement.
(c) If for any reason whatsoever, including under applicable law, the assignment of the rights to the Company IP above is not effective, you hereby unconditionally and irrevocably: (i) waive the enforcement of your rights under applicable law with respect to the Data and the Deliverables; and (ii) grant the Company an exclusive, irrevocable, perpetual, transferable, sublicensable, royalty-free, worldwide license to use, load, execute, store, transmit, display, copy adapt, translate, amend, modify, enhance, maintain, reproduce, distribute, communicate to public and further develop and prepare derivative works from such Company IP.
(d) The Company hereby grants you, and you hereby accept, a personal, revocable, non-transferable, non-exclusive License during the Term to use the Deliverables solely for your own internal business operations, but for no other purpose, subject to your compliance with this Agreement and any other applicable terms of use.
(e) The Company reserves all rights in and to (i) all designs, engineering details and other data pertaining to the System (subject to Section 5 below), (ii) all original works, computer programs, discoveries, inventions, know-how, and techniques arising out of the System, and/or (iii) any and all products or services developed as a result of the System. The System contains trade secrets of the Company, including, without limitation, the source code version and the specific design of the Software.
(f) You shall promptly notify the Company in writing of any infringement or other violation of Company's Intellectual Property Rights (including the Company IP) of which you become aware and shall reasonably cooperate with the Company, at the Company's expense, in the defence and protection of such Intellectual Property Rights.
5. Prohibited Uses.
(a) ***Prohibited Uses of the System***. Except and only to the extent any of the following restrictions are specifically prohibited by applicable law or to the extent as may be specifically permitted by the licensing terms governing use of any open sourced components included with the Software, you agree not to (i) modify, adapt, translate, decompile, disassemble or reverse engineer the System, or in any other manner decode the System, or create derivative works based thereon; (ii) sell, license (or sublicense), lease, assign, transfer, pledge, or share your rights under this Agreement with/to anyone else; (iii) place the Software onto a server so that it is accessible via a public network; (iv) use any back-up or archival copies of the Software (or allow someone else to use such copies) for any purpose other than to replace an original copy if it is destroyed or becomes defective, service bureau, or outsourcing arrangement, or to otherwise utilize the System in any manner not expressly allowed under this Agreement; (v) create any unauthorized Internet "links" to the System, or "frame" or "mirror" any content of the System on any other server or wireless or Internet-based device; (vi) copy any proprietary ideas, features, functions or graphics of the System; (vii) remove or alter any patent numbers, trade names, copyright notices, trade mark notices, serial numbers, labels, tags or other identifying marks, symbols or legends included in and/or otherwise affixed to or embedded in the System or any part or parts thereof; (viii) use the facilities or capabilities of the System to conduct any illegal activity, solicit the performance of any illegal activity, or engage in any other activity which infringes upon the rights of the Company or any third party; or (ix) link the System to any third party system (other than as permitted by the Company).
(b) ***Prohibited Uses of the Company IP.*** You agree that you shall not, save to the extent specifically permitted by applicable law, (i) copy any Company IP in any format whatsoever; (ii) transmit any Company IP in any format to any other third party; and (iii) license, rent, sell or allow access to any Company IP to third parties in any format whatsoever.
6. Availability and Upgrades.
(a) You acknowledge that the Company may, from time to time, upgrade or modify any components and/or features of the Software and/or the System at its sole discretion, without prior notice to you, provided that there will be no material decrease in functionality. Any new components and features will be subject to this Agreement, as well as any additional terms of use that the Company may release for those specific services or features. The Company shall be under no obligation to provide support for previous releases or versions of the Software after 12 months from the date the Company released the subsequent release or version of the Software.
(b) The Company undertakes that it will use its reasonable efforts to attempt to provide the access to the System 24 hours a day, 7 days a week. However, there will be occasions when access to the System will be interrupted for maintenance, upgrades and repairs, which you acknowledge that the aforementioned is a necessary function conducted by the Company, or as a result of failure of telecommunications links and equipment that are beyond the Company's control. To the extent permitted by applicable law and subject to any mandatory provisions of the law of the country in which you are resident, the Company shall bear neither responsibility nor liability for any loss of revenue or User Data that may result therefrom.
(c) YOU ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY MANDATORY PROVISIONS OF THE LAW OF THE COUNTRY IN WHICH YOU ARE RESIDENT, THE SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE TO ACCESS THE SYSTEM IS TO TERMINATE THIS AGREEMENT BY NOTICE TO THE COMPANY. The Company may modify or discontinue, temporarily or permanently the System or any portion thereof, at any time in its sole discretion. The Company has no obligation to store, maintain or provide you a copy of any content that you provide when using the System. You are responsible for securing and maintaining your own User Data.
7. Indemnity.

The Company shall defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that the Software and/or the System (the “Indemnified Products”) infringe, misappropriate or otherwise violate such third party’s intellectual property rights, and will indemnify you from any damages, attorney fees and costs finally awarded against you or agreed in settlement by the Company resulting from such claim. If your use of the Indemnified Products is, or in the Company’s opinion is likely to be, subject to an infringement claim, the Company may, at its sole option and expense, either: (a) replace or modify such Indemnified Product(s) so that they are non-infringing and substantially equivalent in function to the enjoined Indemnified Product(s); (b) procure for you the right to continue using the Indemnified Product(s) under the terms of this Agreement; or, if options (a) and (b) are not commercially reasonable, (c) terminate this Agreement. The foregoing indemnification obligation of the Company not apply to the extent the applicable claim is attributable to (1) the modification of the Indemnified Product by any party other than the Company (or a party instructed by it) or is based on your specifications or requirements; (2) the combination of the Indemnified Products with products or processes not provided by the Company; (3) any use of the Indemnified Products in material breach of this Agreement; or (4) any Indemnified Product(s) provided as a free trial.

8. Warranty Disclaimer.

THE SYSTEM IS PROVIDED BY THE COMPANY ON AN "AS-IS" BASIS, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY MANDATORY PROVISIONS OF THE LAW OF THE COUNTRY IN WHICH YOU ARE RESIDENT, THE COMPANY HEREBY EXCLUDES AND DISCLAIMS ALL CONDITIONS, WARRANTIES, GUARANTEES AND REPRESENTATIONS OF ANY KIND OR NATURE, THAT ARE NOT EXPLICITLY PROVIDED FOR IN THIS AGREEMENT, WHETHER WRITTEN OR ORAL, STATUTORY, CUSTOMARY, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION), IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN ADDITION, THE COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY WITH RESPECT TO LIABILITY FOR COMPLIANCE WITH LAWS, REGULATIONS, OR OTHER OFFICIAL GOVERNMENT RELEASES APPLICABLE TO THE END USER, WHICH SHALL BE YOUR SOLE RESPONSIBILITY. YOU EXPRESSLY AGREE THAT THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE SYSTEM WILL BE ACCURATE, UNINTERRUPTED OR ERROR-FREE.

9. Exclusion of Consequential Damages.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN RESPECT OF DEATH OR PERSONAL INJURY TO THE EXTENT CAUSED BY THE COMPANY'S NEGLIGENCE, THE COMPANY SHALL NOT BE LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) TO YOU OR ANY THIRD PARTY FOR ANY: (I) INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (II) ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION, SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO ANY USE OF THE SYSTEM, EVEN IF THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THESE TERMS LIMITS OR EXCLUDES THE LIABILITY OF THE COMPANY AND ITS AFFILIATES IN CASE OF GROSS NEGLIGENCE, WILFULL MISCONDUCT AND BREACH OF OBLIGATIONS DERIVING FROM PUBLIC ORDER RULES, AND IN ANY EVENT TO THE EXTENT NOT PERMITTED BY APPLICABLE LAW.

10. Limitation of Liability.

THE MAXIMUM CUMULATIVE LIABILITY OF THE COMPANY AND ITS AFFILIATES UNDER THIS AGREEMENT, INCLUDING LIABILITY ARISING OUT OF THE USE OF THE SYSTEM, WILL BE LIMITED TO THE AMOUNT OF THE TOTAL CONSIDERATION PAID BY YOU OR YOUR ORGANISATION UNDER THE SALES AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OUT OF WHICH THE LIABILITY ROSE. NOTHING IN THESE TERMS LIMITS OR EXCLUDES THE LIABILITY OF THE COMPANY AND ITS AFFILIATES TO THE EXTENT NOT PERMITTED BY APPLICABLE LAW. THE PARTIES EXPRESSLY AGREE THAT IF ANY LIMITATION OR PROVISION CONTAINED OR EXPRESSLY REFERRED TO IN SECTIONS 8 TO 10 IS HELD TO BE INVALID UNDER ANY APPLICABLE STATUTE OR RULE OF LAW, IT SHALL, TO THAT EXTENT, BE DEEMED OMITTED. IN THE EVENT THE COMPANY BECOMES LIABLE FOR LOSS OR DAMAGE WHICH WOULD OTHERWISE HAVE BEEN EXCLUDED, THAT LIABILITY SHALL BE SUBJECT TO THE OTHER LIMITATIONS AND PROVISIONS IN THESE SECTIONS 8 TO 10.

11. Term and Termination.

This Agreement shall commence when you click to accept or otherwise accept it and shall continue until termination in accordance with the Agreement or when the Sales Agreement is terminated for any reason (“**Term**”). The Company shall have the right to terminate this Agreement if (i) you materially breach this Agreement (a) upon written notice if such breach is incapable of cure; or (b) if such breach is capable of cure, upon 30 days’ written notice to you of such breach if the breach remains uncured at the expiration of the notice period, and your ability to use the System will automatically terminate. The Agreement shall automatically terminate or expire on the same terms as the Sales Agreement. Upon termination: (i) your entitlement to any license under this Agreement and any applicable terms of use shall automatically terminate and you shall discontinue all further use of the System, the Data, the Downloads and the Deliverables; and (ii) you shall promptly return, delete or destroy (at the Company’s sole discretion) all Deliverables and Downloads in your possession in any format whatsoever. Sections 1(b), 2(c)-(e), 3(b), 4, 7-14 shall survive any termination of this Agreement.

12. Confidentiality.

All non-public, confidential, or proprietary information of the Company or its Affiliates, including, specifications, documents, data, or business operations, disclosed by the Company or its Affiliates to you or another User, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” in connection with this Agreement, is confidential, solely for the use of performing this Agreement, and may not be disclosed or copied unless authorized in advance by the Company in writing or expressly provided for in this Agreement. Upon the Company’s request, you shall promptly return all documents and other materials received from the Company or any of its Affiliates. The Company and its Affiliates shall be entitled to injunctive relief for any breach or threatened breach of this Section. This Section does not apply to information that you can demonstrate is (i) in the public domain, (ii) known to you at the time of disclosure, or (iii) rightfully obtained by you on a non-confidential basis from a third party.

13. Your Data Privacy.

Each party shall comply with its obligations under (a) applicable data protection legislation (and neither party shall exercise its rights or perform its obligations under this Agreement in such a way as to cause the other party to breach any applicable data protection legislation) and (b) any applicable Company’s terms of use.

14. Miscellaneous.

(a) ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, legal representatives and assigns, including in the case of you, a successor or assignee to all or any substantial part of the business or business assets of you, no matter the manner or form of succession or assignment and irrespective of whether the successor or assignee has possession of all or any part of the System.
(b) ***Notices.*** All notices which are required to be given under this Agreement, unless otherwise specified, shall be in writing and delivered to the address specified by you in the Sales Agreement. Any such notice shall be delivered by email, by hand or by certified first class mail, postage prepaid, return receipt requested, and shall be deemed given upon a business date emailed, hand delivered or three (3) days after mailing.
(c) ***Severability.*** The invalidity or unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unenforceable, it shall be construed to make it valid and enforceable by limiting it as to time, subject or geographical scope as required under applicable law.
(d) ***No Waiver.*** All rights, privileges and remedies afforded the Company shall be deemed cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed a waiver of any other right, privilege or remedy. No term or condition of this Agreement shall be deemed to have been waived by the Company, nor there any estoppel against the Company, except by written consent of the Company.
(e) ***Third Party Rights.*** No one other than you, the Company, or an Affiliate of the Company shall have any right to enforce any of its terms.
(f) ***Variation.*** This Agreement may not be amended, modified or supplemented except in writing as agreed to and signed by both parties except that the Company reserves the right to amend any of the terms of this Agreement at its sole discretion and will use reasonable endeavours to provide you with thirty (30) days' notice of material changes to this Agreement. Your continued use of the System after the effective date of any such notice shall be deemed your agreement to be bound by any such amendment.
(g) ***Governing Law and Jurisdiction.*** This Agreement and any dispute or claim (including any non-contractual disputes or claims) arising out of or in connection with it shall be governed by, interpreted and construed in accordance with the of the State of New York excluding provisions of the United Nations Convention on Contracts for the International Sale of Goods, without regard to choice or conflict of law principles. You hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts located in the State of New York for the purpose of any dispute or claim (including any non-contractual disputes or claims) arising out of or in connection with this Agreement. You waive all objections to venue and the exercise of personal jurisdiction by such courts, and agree to accept service of process by certified mail, return receipt requested.
(h) ***Entire Agreement***. This Agreement and any applicable purchase order and terms and conditions relating to the supply of the System, govern your use of the System and constitute the entire, final, complete and exclusive understanding and agreement between the parties regarding the subject matter and supersedes all prior representations, proposals or understandings. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

Annex I

“Affiliate”	means any entity, directly or indirectly, controlling, controlled by, or under common control with the Company. For the purposes of this definition, “control” (including its cognates “controlling”, “controlled by”, and “under common control”) means: (a) ownership of more than fifty percent (+50%) of the equity capital or other ownership interest in or of an organization or entity; (b) the power to control or otherwise direct the affairs of an organization or entity; (c) in the case of non-stock organization, the power to control the distribution of profits; or (d) such other relationship as, in fact, results in the actual control over the management, business, and affairs of an organization or entity.
“Agreement”	means this End User License Agreement.
“Company”	means (1) Intervet Inc. whose registered office is at 126 East Lincoln Avenue, Rahway, NJ 07065, USA (for version 1 of the product offering); and (2) S.C.R. (Engineers) Limited whose registered office is at 18 Hamelacha St. Netanya POB 13564 Israel (for version 2 of the product offering).
"Company IP"	has the meaning given in Section 0.
"Data"	means all data, text, drawings and other materials which are collected, embodied, processed, generated or developed in any medium whatsoever, including all electronic, optical, magnetic or tangible media, during any part of the processing lifecycle of end user data, including the development of Deliverables, except that the definition of “Data” shall not include any “User Data”.
"Deliverables"	means the analysis and reports generated by, or being the output of, the System, on, after or before the date of this Agreement including the results of the processing by the System of the Data and/or the User Data.
“Devices”	means any hardware infrastructure (including an ear or neck or any other hardware including any operating system embedded therein) which may be provided to you in different forms, such as a: (i) single box terminal that may be mounted on a wall; or (ii) software component that is uploaded on your PC.
"Documentation"	means any materials provided to you before, on or after the date of this Agreement by the Company describing the use and/or functionality of the System or any part thereof. Documentation may be provided, in any form, such as electronic, print or other media, and includes product user manuals, reference manuals and installation guides or on-line help.
“Downloads”	has the meaning given in Section 3(a).
“Indemnified Products”	has the meaning give in Section 7.
"Intellectual Property Rights"	means all current and future worldwide intellectual property rights whether registered or unregistered including, rights to inventions and creations, copyrights, mask work rights, rights in semi-conductor topography, trade secrets and know-how, trademarks, trade names, and service marks, domain names and URLs, copyrights and copyrightable works, designs, formulas, algorithms, procedures, methods, techniques, programs and other similar materials, and all recordings, graphs, drawings, reports, analyses, specifications, other writings, computer software programs (in both source and object code form, and including any programmers’ or developers’ notes, flow charts, memoranda and design documents), application programming interfaces, protocols, moral rights, and any other embodiment of the foregoing, in any form, whether or not specifically listed herein, which may subsist in any applicable jurisdiction, and applications and registrations for and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from any of the foregoing and all similar or equivalent rights or forms of protection together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these rights, in each case whether subsisting now or in the future.
"License"	has the meaning given in Section 0.
"Location(s)"	means your physical locations in which the Devices are installed or used.
"Privacy Policy"	The Company’s privacy policy that sets out, among other things, how the Company handles your personal data.
“Sales Agreement”	means an agreement in relation to the product offering that includes the Software and the System.
"Software"	means the Company’s proprietary and generic software (in object code only), embedded into the Devices and on the Company’s servers, which is licensed to you via access to an online portal, an application or otherwise, which you will access with your account and login information.
"System"	means the Company's holistic software package delivering an automated service, including the Software, the Documentation, the Downloads and the Deliverables.
"Term"	has the meaning given in Section 11.
"User"	has the meaning given in Section 0.

"User Data"	means the Data that you provide or which is otherwise input into the System by you or by virtue of animal or fish's movements or appearance which constitutes the raw, unprocessed data of the movements or appearance, excluding any personal data as defined under, and which shall be governed by, our Privacy Policy.
"You"	has the meaning given in the preamble of the Agreement.

Interpretation

In this Agreement:

- Section, Annex and paragraph headings are intended strictly for convenience and shall not affect the interpretation of this Agreement.
- A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- A reference to "writing" or "written" includes emails.