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**of Aviapp®**  
**(Software program and Mobile application for iOS and Android)**

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***1. About Aviapp®***

The Avian Performance Platform Aviapp® has been developed by Huvepharma to offer its customers a user-friendly objective data management system to monitor and evaluate health and performance parameters at your company over time.

Aviapp® offers the opportunity to map out a whole set of health and performance parameters. Please note that the scoring parameters will be implemented step by step. As a start and only for the purpose of Aviapp®'s introduction, you will be able to use a small part of the whole set of parameters that we are aiming to provide to you.

Depending on your preferences, you will be able to customize your modules of interest.

With Aviapp® users will be able to:

- Access session reports with pre-loaded data-tables and quick charts;

- Create user-specific graphs of specified queries;
- Export data sets of specified queries;
- Benchmark your data against the industry (valid only for the Expert users).

## **2. *Aviapp® users. Basic requirements***

In order to access and use Aviapp® you must be at least 18 years old and have full legal capacity to complete such contractual action without need for any additional approvals or consents. In the cases under Section 3 below, you have to be authorized to act as a company's representative with respect to the subject matter.

There are 2 type of users available:

- Company User: Aviapp® can only be used within one company. No exchange of information outside the company is possible. Company Users are able to create farms, register data, do scoring, and draw reports and graphs within their company dataset. Within one company users are linked and can exchange information between each other.
- Expert User: In addition to the functionalities of the Company Users, Expert Users have the opportunity to benchmark their data against the data of other users from different countries and regions. In order to do so, Expert Users agree to share their dataset anonymously for benchmarking purpose only. Expert Users can access their company dataset and can compare it with the global Aviapp® dataset. Benchmarks will only be generated and shown as the average of a minimum of three (3) inputs of different Expert Users per country or region.

Company users can anytime “upgrade” their accounts to Expert user type.

## **3. *Sharing of user`s content***

Company Users must request from Huvepharma access to use Aviapp, and Huvepharma reserves the right to refuse service to anyone for any reason and without further explanation.

When your company's authorized representative registers to use Aviapp, such user will be asked to create and “admin” account. During registration, such user may also grant permission to Huvepharma and its affiliated companies to access the data stored in Aviapp® at company level and to generate confidential detailed reports, benchmarks and analyses, evaluating the company's quality and performance.

After the admin account is created, the company's authorized representative may create separate logins for the company's employees under the company account.

Except as otherwise provided herein, Huvepharma agrees to maintain the confidentiality of your company's confidential information provided to Huvepharma via Aviapp,

You hereby agree not to provide false or inaccurate information while using Aviapp®, especially when storing data in Aviapp®.

## **4. *Before using Aviapp®***

To install Aviapp®:

- Go to the web-based application of Aviapp® on your PC/laptop (no downloading or installing needed - it runs web-based): <https://aviapp.huvepharma.com/>.

- **OPTIONAL:** You can also download the Aviapp® application from the Apple App Store or Google Play.

The use of Aviapp® requires internet access. You hereby acknowledge that Aviapp® is provided over the internet and mobile networks and, accordingly, its quality and availability may be affected by factors outside Huvepharma`s reasonable control.

Your account password may only be used by you. A single login shared by multiple people is not permitted. Each user is responsible for maintaining the security of his/ her account and password. You must notify us immediately of any breach of security or unauthorized use of your account. Huvepharma cannot and shall not be liable or responsible for any losses or damages from your failure to comply with this security obligation.

### ***5. Warning to users***

You may not rent, lease, lend, sell, redistribute or sublicense Aviapp®. You may not copy, decompile, reverse engineer, disassemble, or attempt to derive the source code, modify, or create derivative works of Aviapp®, any updates, or any part thereof. Any attempt to do so is a violation of the rights of Huvepharma. If you breach the above restrictions, you may be subject to prosecution and damages.

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Huvepharma may, but is under no obligation to, remove content and accounts containing content that we determine in our sole discretion is unlawful, false, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party`s intellectual property or these Terms of Use.

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If you become aware of misuse of Aviapp® by any person, please contact us by email to [aviapp@huvepharma.com](mailto:aviapp@huvepharma.com).

### ***6. Data Control. Downgrading of Expert Users***

Each user shall be solely responsible for the content that he/she posts, uploads, links to or otherwise makes available via Aviapp®. Huvepharma will be acting as a passive conduit for the users` content. Nevertheless, Huvepharma reserves the right, at its sole discretion, to remove any Expert User`s content from Aviapp®, for any reason, and without further explanation.

In addition, Huvepharma reserves the right to exclude some of your data from one or more scoring parameters, which means that this specific data will not be integrated into the global dataset, and you will not be able to benchmark it.

In these particular cases you, as an Expert User, will be considered downgraded with regard to that data from one or more scoring parameters, for a certain period of time or permanently, to

a Company User. If this is the case, you still could continue using Aviapp® as a Company User for an unlimited period of time, and the data, excluded from the benchmarking model, will remain available to you and accessible to other authorized users from your company.

In no cases will Huvepharma interfere with your data management at Company User level.

### ***7. Indemnity***

You agree to defend, indemnify and hold harmless Huvepharma, its affiliated companies, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to Aviapp®; (ii) your violation of any term of these Terms of Use, especially your obligation not to provide false or inaccurate information; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your user content caused damage to a third party.

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### ***9. Acknowledgements. Warranty Disclaimers and Limitation of Liability***

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### ***11. General provisions. Governing law***

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