



Dairy Comp Installation Agreement

CanWest DHI has a Sales Representative Agreement with Valley Agricultural Software to be the exclusive sales representative for Dairy Comp 305, SCOUT and ANALYZER in Canada.

CANWEST DHI RESPONSIBILITIES:

1. Install and service Dairy Comp software products for the user.
2. Make copies of manuals, prepare and make available CD copies of the software, and make available complete technical support to our customers.

CUSTOMER RESPONSIBILITIES:

1. Provide hardware that is adequate to run the Dairy Comp software program, including being free of viruses.
2. For dairy producers enrolled on milk recording, enter all basic herd data (Fresh, dry, sold, etc.), and download their data after each test day so a complete and up-to-date cow file can be provided to CanWest DHI staff on test day.
3. Make prompt payment to CanWest DHI for Dairy Comp license, Hardlock and related support services when billed by CanWest DHI.
4. Understand that upon purchase of their software license, there is automatic enrollment onto a support and upgrade plan.
5. Maintain updated virus protection on your computer.
6. Be aware that any Dairy Comp software license is NON-TRANSFERRABLE even if the dairy business is sold to another party.
7. The cost of a hardlock replacement will be charged to the end user.
8. Inform CanWest DHI of any issue with the software, and make suggestions for future enhancements to Dairy Comp.

PLEASE NOTE

The monthly Support and Upgrade fee will **NOT** cover the following list of issues and items if the issue is deemed to be an ongoing concern. This list of items is subject to change at any time. Time spent by CanWest DHI support staff to resolve these issues will be charged on an hourly rate basis to the end-user. The hourly rate is currently \$90.00/hour and is subject to change at any time.

- Cowfile fix due to data entry not being current on CanWest DHI Test Day
- Cowfile fix due to DNL not downloaded after each CanWest DHI Test
- Cowfile fix due to reuse of ID
- Cowfile fixes necessary because no file backup was available
- Fix out of sync cowfile caused by multiple computers used for data entry
- On-site visit for re-install of software on existing or new computer
- Program support due to hardware (printer, modem, etc.), related issue
- Non-Dairy Comp software or hardware issues (Windows issues, driver downloads, etc.)

Company Name / Herd Number

Date

Customer Signature

CanWest DHI Signature

(Please see other side for more information)

Dairy Comp User License

IMPORTANT

Read this user license agreement before using the software (Dairy Comp 305, SCOUT or ANALYSER). Using the software indicates your acceptance of all the terms and conditions of this agreement. If you object to any term or condition, you should promptly return the Dairy Comp package and all of its contents, including the entire software package, intact.

USER LICENSE AGREEMENT LIMITED USE

CanWest DHI hereby grant you a limited, nonexclusive, nontransferable, license to use the Dairy Comp software program (herein the "Software"), as well as file CD ("CD") and the printed documentation ("Documentation") contained in the accompanying package in the manner described in this Agreement. Regardless of the method of marketing, Dairy Comp is NOT in the public domain. It is copyrighted. All rights reserved. **Copying, selling, or otherwise distributing this product is prohibited.**

All copying of the software and the CD is strictly prohibited except for loading the Software from the CD into the computer memory for the purpose of executing the program and, where the accompanying Documentation specifically permits it, for back-up purposes in support of your use of the Software. You must reproduce the copyright notice displayed on the CD package on each permitted back-up copy. You are granted no other right to copy, duplicate, modify, adapt or lend, sell, rent, substitute or otherwise transfer to any third party the software, CD, Documentation and any copies (if any). You are granted no right to use the source code of the Software in any manner.

LIMITED WARRANTY; LIMITATION OF LIABILITY

CanWest DHI warrants that the media containing the software installer and the documentation will be free from defects in materials and workmanship.

CanWest DHI does not warrant that the software will meet your requirements or that the operation of the software will be uninterrupted or error free. The foregoing warranties do not apply if you mishandle, alter, or improperly use or store the software, CD, and/or Documentation. Although changes or improvements to the Software, CD and/or Documentation may be made, CanWest DHI will be under no obligation to provide them to you, unless you remain an active registered user and maintain service and support plans.

CanWest DHI is not responsible for any problems caused in the operating characteristics of computer hardware or computer operating systems which may occur after the release of this software.

Your sole and exclusive remedy for any breach of warranty is that VAS/CanWest DHI, at their option, either will refund your payment for the software upon your return of the documentation, cd, and copies (if any), or CanWest DHI will replace it on an exchange basis without charge. For warranty service, call CanWest DHI at 1-800-549-4373. You will be given instructions regarding packing and shipping.

TRADE SECRETS

You acknowledge that the Software contains trade secrets. You agree to take all steps necessary to protect the Software, Documentation and CD, as well as any copies thereof, from disclosure. CanWest DHI reserves the right to copy protect the Software and CD. Should such a protection plan take effect, you may not modify or remove said copy protection.

TERMINATION

If you violate any item of use set forth above, this Agreement and the license provided hereunder will be automatically terminated, and you agree to return the documentation, CD and all Copies (if any) made therefrom to CanWest DHI at the address below. Your obligations under the Agreement will remain in affect until you have returned all those.

RETURNS; NON-ACCEPTANCE

Any returns of the CD/Documentation should be made to the following address:

CanWest DHI
660 Speedvale Avenue, Suite 101
Guelph, ON N1K 1E5

GENERAL

You acknowledge that you have read this Agreement, understand and agree to be bound by its terms. The agreement between you and CanWest DHI regarding file Software, CD and Documentation consist solely of this User License Agreement. The agreement does not include any other prior or contemporaneous promises, representations or decisions regarding the Software, CD or Documentation, even if they are confined in manuals provided by CanWest DHI. This license may only be modified in a written amendment signed by an authorized officer of CanWest DHI.

Two copies must be signed (Customer copy and DHI copy)