

END USER LICENSE AGREEMENT

Revised: July 2021

THIS END USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN YOU AND POULTRY MANAGEMENT SYSTEMS, INC. (COLLECTIVELY “PMSI”, “WE,” OR “US”) REGARDING YOUR USE OF ANY SERVICE PROVIDED BY OR SOFTWARE OWNED BY AND OPERATED UNDER THE NAME OF PMSI AND/OR REACH (COLLECTIVELY “LICENSED APPLICATION”).

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU ARE NOT ENTITLED TO USE THE LICENSED APPLICATION AND MUST DE-INSTALL THE LICENSED APPLICATION FROM ALL OF YOUR DEVICES.

YOU ACKNOWLEDGE THAT THE LICENSED APPLICATION IS INTENDED FOR USE IN ACCESSING PMSI’S CLOUD-BASED REACH SERVICE (“SERVICE”), WHICH IS LICENSED UNDER A SEPARATE SUBSCRIPTION AGREEMENT (“SUBSCRIPTION AGREEMENT”). YOUR USE OF THE LICENSED APPLICATION IS CONTINGENT UPON THE INSTALLATION AND PROPER MAINTENANCE OF ALL NECESSARY PMSI EQUIPMENT AND UPON CONTINUANCE OF AN ASSOCIATED SUBSCRIPTION FOR THE SERVICE. FAILURE TO MAINTAIN AN ASSOCIATED SUBSCRIPTION, OR TO INSTALL AND MAINTAIN THE NECESSARY PMSI EQUIPMENT, INCLUDING ONGOING INSTALLATION OF THE MOST CURRENT VERSION OF ALL RELATED SOFTWARE, MAY IMPAIR FUNCTIONALITY OR FEATURES OR RESULT IN THE LICENSED APPLICATION BECOMING NON-OPERATIONAL.

1. ACKNOWLEDGEMENT. You acknowledge that this EULA is concluded between you and PMSI only, and not with Apple, Google or any other mobile application provider. PMSI and not Apple, Google or any other mobile application provider, is solely responsible for the Licensed Application and the content thereof.

2. Scope of License: Subject to the terms and conditions set forth in this EULA, PMSI grants to you a limited, non-transferable/non-assignable, non-exclusive right to use the Licensed Application to access and use the Service during the term of the Subscription Agreement for use in the United States only. You agree that your use of the Licensed Application or the Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by PMSI with respect to any future functionality or features. With respect to Licensed Applications obtained through the Apple App Store, the license granted to you under this EULA is a non-transferable license to use the Licensed Application on any Apple-branded Products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that such Licensed Application may be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.

3. Optimization. The Service does not include connection to the Internet or any equipment or third party licenses necessary for you to use the Licensed Application to access the Service, which shall solely be your responsibility. You are responsible for supplying PMSI with any technical data and other information and authorizations that PMSI may reasonably request to allow PMSI to provide the Service to Customer. PMSI reserves the right to manage bandwidth or route traffic across the Internet in a commercially optimal way, provided such actions do not compromise PMSI’s obligations under this EULA. PMSI also reserves the right to suspend or disable your use of the Licensed Application or your access to the Service at any time, with or without notice, if any of the following apply: (i) PMSI believes in good faith that a breach or violation of the Subscription Agreement or this EULA has occurred; (ii) your use of the Licensed Application or the Service represents a potential threat to PMSI’s network; or (iii) if so directed by a court or governmental agency of competent authority.

4. Obligations. You shall: (i) use the Licensed Application and the Service solely for internal business purposes of the party that has obtained the Subscription and arranged your access to the Service (“Customer”); (ii) only permit access to the Service through the Licensed Application by Customer, its employees, agents, and subcontractors; (iii) comply with this EULA, all documentation provided to Customer by PMSI and all applicable laws and/or regulations in using the Service; (iv) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data (as hereinafter defined); and (v) prevent unauthorized access to, or use of, the Service, and notify PMSI promptly of any unauthorized access or use.

5. Restrictions. The Licensed Application, the Service and any related documentation is protected by copyright law and international treaty provisions. You shall not (and shall not allow any third party to) directly or indirectly: (i) modify, copy, display, republish or create derivative works based on the PMSI Materials; (ii) reverse engineer the Service; (iii) access the Service in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Service; (iv) use the Service for any illegal activity; (v) use the Service to distribute any libelous, harassing, defamatory, violent, illegal, vulgar, offensive, slanderous, or otherwise objectionable or unlawful material of any kind; (vi) use the Service to access blocked services in violation of any applicable

laws and/or regulations; (vii) use the Service to distribute, post, store or otherwise make available viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (viii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (ix) attempt to gain unauthorized access to the Service or its related systems or networks; (x) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Service; (xi) perform penetration or load testing on the Service or PMSI's cloud without the prior written consent of PMSI and agreeing to certain conditions and requirements set by PMSI for such penetration or load testing; or (xii) without the express prior written consent of PMSI, conduct any benchmarking or comparative study or analysis involving the Service for any reason or purpose except, to the limited extent absolutely necessary, to determine the suitability of Service to interoperate with Customer's internal systems. You also agree to abide by all terms and conditions set forth from time to time at <https://www.pmsi.cc/reach-end-license-agreement> (incorporated by reference). YOU ACKNOWLEDGE THAT USE OF THE SERVICE AND THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT PMSI CANNOT GUARANTEE UNINTERRUPTED SERVICE OR A SPECIFIC OUTCOME FOR YOUR USE OF THE SERVICE OR THE LICENSED APPLICATION.

6. Authorized Users. You acknowledge and agree that you are responsible for all activity of any other individual using the Licensed Application to access the Service through your credentials and for each such individual's compliance with this EULA.

7. Consent to Use of Information. You agree that data that you provide to PMSI for use with the Licensed Application or the Service ("Input Data") will be data owned exclusively by you or the entity that employs you, which you or the entity that employs you obtained lawfully, and which you and the entity that employs you are authorized to provide to PMSI. Any data that results from any operation performed by the Licensed Application or the Service, in any form ("Output Data") shall be owned exclusively by PMSI. Notwithstanding the foregoing, you agree that PMSI shall have the right to (i) use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the Licensed Application or the Service (collectively "**Feedback**"); (ii) utilize information collected regarding the malware, spam, botnets, or other threats in the course of your use of the Service for the purposes of (a) maintaining, improving and/or analyzing the Licensed Application and the Service, including providing advanced analytics and reporting, (b) complying with all legal or contractual requirements, and/or (c) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Licensed Application and the Service; and (iii) develop and commercialize benchmarks and measures based on Customer Data that is (a) anonymized and not identifiable to any person or entity, (b) combined with the data of other customers or additional data sources, and (c) presented in a manner from which your identity may not be derived (collectively, "**Aggregated Data**").

8. Maintenance and Support. PMSI is solely responsible for providing any maintenance and support services with respect to the Licensed Application, as specified in this EULA, or as required under applicable law. You and PMSI acknowledge and agree that Apple, Google or any other mobile application provider has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

9. UPDATES. PMSI may, but is not obligated, to provide upgrades, error corrections, updates, or other modifications to the Licensed Application (collectively "Updates"), including automatically installing Updates to the Licensed Application. You agree that PMSI may modify the Licensed Application, even after it has been installed, with or without your knowledge. You consent to the automatic installation of the Updates, and agree that you will only use the most recent, updated version of the Licensed Application provided to you by PMSI.

10. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION AND THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICE PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PMSI HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES (INCLUDING THE SERVICE), EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PMSI DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PMSI OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

PMSI makes no representation or warranty, and expressly disclaims any representation or warranty, whether express or implied, with regard to content available on or through the Licensed Application or the Service. You assume full responsibility for any decision or action taken in reliance on content made available through the Licensed Application or the Service and the results of the same.

11. FUNCTIONING. You acknowledge that the Licensed Application, and your use of the Licensed Application, may be interrupted from time to time. You further acknowledge that the Licensed Application may not be error-free. PMSI cannot accept any responsibility under this EULA for the functioning of your wireless device with respect to the Licensed Application or the Service. PMSI will be entitled, on reasonable grounds, including the reasonable belief of fraud or illegal activity by any user in their use of the Licensed Application, to suspend access by you to the Licensed Application and the Service. You understand that PMSI may be required by law enforcement agencies to disclose information regarding your use of the Licensed Application and the Service, and that PMSI will comply with such requests. If your use of the Licensed Application enables SMS or text messages, you, not PMSI, are responsible for any changes associated with such functionality.

12. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL PMSI BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION OR THE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF PMSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL PMSI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE AMOUNT OF FIVE DOLLARS (\$5.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. Warranty: PMSI is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Licensed Application to conform to any applicable warranty, the End-User may notify Apple, and Apple will refund the purchase price for the Licensed Application to that End-User. To the maximum extent permitted by applicable law, neither Apple, Google nor any other mobile application provider will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be PMSI's sole responsibility.

14. Product Claims: You and PMSI acknowledge that PMSI, not Apple, Google or any other mobile application provider, is responsible for addressing any claims of you or any third party relating to the Licensed Application or your possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the Licensed Application's use of the HealthKit and HomeKit frameworks.

15. Intellectual Property Rights: You and PMSI acknowledge that, in the event of any third party claim that the Licensed Application or your possession and use of that Licensed Application infringes that third party's intellectual property rights, PMSI, not Apple, Google or any other mobile application provider, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

16. Developer Name and Address: Any questions, complaints or claims you may have with respect to the Licensed Application or this EULA should be directed to: PMSI at reachsupport@pmsi.cc.

17. Third Party Terms of Agreement: You must comply with applicable third party terms of agreement, if any, when using the Licensed Application. PMSI is not responsible for any applicable third-party agreement between you and any third-party, including your wireless service provider.

18. Third Party Beneficiary: You and PMSI acknowledge and agree that Apple, and Apple's subsidiaries, (in the case of iOS users) and Google (in the case of Android users) are third party beneficiaries of the EULA, and that, upon your acceptance of the terms and conditions of the EULA, Apple (in the case of iOS users) and Google (in the case of Android users) will have the right (and will be deemed to have accepted the right) to enforce the EULA against you as a third party beneficiary thereof.

19. INDEMNIFICATION. You undertake to indemnify and hold PMSI, its licensors, successors, and affiliates, and, collectively, their respective partners, directors, officers, employees or agents, or anyone else who has been involved in the creation, production or delivery of the Licensed Application or the Service (collectively the "Indemnified Parties") harmless from and against all damages, costs, claims and liabilities (including reasonable attorney's fees) suffered or incurred by the Indemnified Parties as a consequence of any claims or proceedings made or brought against the Indemnified Parties by any person in connection with your use of the Licensed Application or the Service.**20. TERMINATION.** This EULA is effective until it is terminated. You may terminate this EULA at any time by discontinuing your use of the Licensed Application and destroying all copies of the Licensed Application and related documentation in your possession or under your control. PMSI may immediately terminate this EULA if you violate any of its terms and conditions or Terms of Use. Upon termination of this EULA, all license rights granted to you shall immediately terminate and all

rights to use the terminated Licensed Application cease. You must delete any Licensed Application supplied and, if requested by PMSI, certify to PMSI that such deletion occurred.

21. SURVIVAL. Sections 1, 5, 6, 7, 8, 10-15 and 18-24 of this EULA shall survive the termination of this EULA.

22. CONTROLLING LAW AND VENUE. This EULA will be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law principles. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any dispute arising out of or related to this EULA, the Licensed Application or the Service shall be resolved exclusively in a state or federal court located in, or whose jurisdiction includes, Kent County, Michigan, and such court shall have exclusive jurisdiction and venue over such dispute.

23. SEVERABILITY. If any provision or portion thereof of this EULA is found by a court of competent jurisdiction to be unenforceable, that provision or portion thereof shall be severed from this EULA, and the remainder of this EULA shall continue in full force and effect.

24. COMPLETE AGREEMENT. This EULA constitutes the entire agreement between the parties with respect to the use of the Licensed Application licensed hereunder and supersedes all prior or contemporaneous understandings between you and us regarding the subject matter hereof. No amendment to or modification of this EULA will be binding unless in writing and signed by PMSI. Any translation of this EULA is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this EULA shall govern.

25. EXPORT COMPLIANCE. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

26. CHANGES TO THIS EULA. PMSI reserves the right to modify this EULA at any time and for any reason. PMSI will post the most current version of this EULA at <https://www.pmsi.cc/reach-end-license-agreement>. If PMSI makes material changes to this EULA, you will receive notification via at least one of the following: application, website, or email. Notwithstanding the foregoing, you are responsible for complying with the updated terms posted online on the PMSI website, even if these updated terms appear online on the website associated with the Licensed Application before being posted on the application associated with the Licensed Application. Your continued use of the Licensed Application after PMSI publishes notice of changes to this EULA indicates your consent to the updated terms.

27. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION. By using the Licensed Application, you authorize PMSI to send you (including via email and push notifications) information regarding the Licensed Application, such as: (a) notices about your use of the Licensed Application, including notices of violations of use; (b) updates to the Licensed Application and new features or products of Licensed Application and/or PMSI; and (c) promotional information and materials regarding PMSI products and services. You can review your account notification settings and adjust your messaging preferences, including opting-in to additional messages or unsubscribing to certain messaging through the “Push Notifications” section settings of Licensed Application.