FeedLot Scanning System Terms of Use

These FeedLot Scanning System Terms of Use (these "**Terms**") apply to and are binding upon all use of the UltraInsights Feedlot Scanning System. The party executing the Order Form to acquire access to the FeedLot Scanning System is referred to herein as the Licensee. The Order Form together with these Terms are referred to as the Agreement.

Background

UltraInsights Processing Labs, Inc. ("**UltraInsights**") has developed and owns certain technology used to analyze EVO ultrasound images of live beef animals for marbling or intramuscular fat value ("**%IMF/Marbling**") and to predict the optimum time to harvest the animal based on the animal's scan results and the Licensee's selected pricing benchmarks (the hardware, software, algorithms, methodology, and documentation utilized in, with or for the scanning and predictive process are collectively referred to as the "**System**.") Licensee desires to use the System in its own or its customers' feedlots.

ULTRAINSIGHTS PROVIDES THE FEEDLOT SCANNING SYSTEM SOLELY SUBJECT TO THE AGREEMENT. IF LICENSEE DOES NOT AGREE TO THE AGREEMENT, ULTRAINSIGHTS WILL NOT AND DOES NOT LICENSE THE SYSTEM TO LICENSEE AND LICENSEE MUST IMMEDIATELY RETURN ALL COMPONENTS OF THE SYSTEM TO ULTRAINSIGHTS.

1. **Definitions**. For purposes of the Agreement, these terms have the following definitions apply:

"**Authorized Users**" means solely those individuals employed or contracted by Licensee and authorized to use the System solely for the benefit of the Licensee, in accordance with these Terms. Licensee is responsible for ensuring that all Authorized Users are trained to properly collect scans using the System. The name, email address and phone number of each Authorized User will be listed on the Order Form.

"**Confidential Information**" means information that one party treats or is obligated to treat as confidential or proprietary, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, information pertaining to customers, pricing and marketing, and any software, algorithm, processes, or methodologies incorporated in or used with the System. Without limiting the foregoing: the Software, the FeedLot Device, and any other components of the System are the Confidential Information of UltraInsights. The terms and conditions of this Agreement are Confidential Information. Confidential Information does not include information that the party receiving the information can demonstrate by documentation: (a) was already known to the receiving party without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the disclosing party; (b) was or is independently developed by the receiving party without reference to or use of any of the disclosing party's Confidential Information; (c) was or becomes generally known by the public other than by breach of the Agreement or other wrongful act of the receiving party; or (d) was received by the receiving party from a third party who was not under any obligation to the disclosing party or any other person to maintain the confidentiality of such information.

"**Documentation**" means UltraInsights' user manuals, handbooks, instructions, specifications, guides, documents or other materials that describe the functionality, structure, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the System.

"**FeedLot Device**" means the hardware that is part of the System, and the software and proprietary database embedded therein that will be connected to the Licensee's computer systems and used in conjunction with an EVO scanner to collect ultrasound images from live animals. The FeedLot Devices must be routinely connected to the Internet for UltraInsights Services (as defined below).

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Fees**" means the fees, including all taxes thereon, paid or required to be paid by Licensee for the license granted under this Agreement, including, without limitation, the Device Fee and the Scan Fees.

"**Order Form**" means the document through which the Licensee has agreed to license and use the System, specifying the Licensee's name, address, email and phone number, the number of FeedLot Devices to be delivered and the address to which they will be shipped, the number of Scan Credits being purchased, and any other details required by this Agreement. The Order Form is signed by Licensee and submitted to UltraInsights for review, acceptance and processing. An Order Form is not accepted until counter-signed by UltraInsights.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"**Scan**" means the image of a single animal taken by an Authorized User using an EVO ultrasound. Each Scan must be identified as associated with a single animal in the manner specified in the Documentation.

"**Scan Credit**" means a credit tracked in the System Software that allows the System to Scan to conduct a single Scan on a single animal.

"**System**" means the hardware (including, but not limited to the FeedLot Device), the Software, one or more FeedLot Devices, the Documentation and any other items provided by UltraInsights to facilitate Licensee's scanning of animals for analysis of %IMF/Marbling and recommended harvesting schedules.

"**Software**" means code delivered on the FeedLot Device, whether in object or source code format, including any Updates provided to Licensee pursuant to this Agreement.

"**Third Party**" means any Person other than Licensee or UltraInsights.

"**Updates**" means any updates, bug fixes, patches, or other error corrections to the Software that UltraInsights generally makes

available free of charge to all licensees of the Software during the term of this Agreement.

"**UltraInsights Services**" means UltraInsights' intake of the Scans uploaded by Licensee, archiving of the Scans, updating of the Software on the FeedLot Device, and downloading / tracking purchased and used Scan Credits.

2. License Grant, Scans and Scope.

(a) Subject to and conditioned upon Licensee's payment of the Fees and Licensee's compliance with all terms and conditions set forth in this Agreement, UltraInsights hereby grants Licensee a non-exclusive, non-sublicensable, non-transferable license, during the Term and solely by and through its Authorized Users, to use the number of Feedlot Devices specified in the Order Form, solely for Licensee's internal business purposes. The maximum number of Authorized Users is specified in the Order Form.

(b) In order to use the System, Licensee will purchase Scan Credits from UltraInsights. Scan Credits will be electronically downloaded onto the Licensee's FeedLot Device(s) the next time the FeedLot Device connects to UltraInsights' system. When the preloaded Scan Credits are exhausted, the FeedLot Device must be re-connected to UltraInsights via the internet to purchase and download additional Scan Credits.

(c) All Authorized Users must click to accept the Authorized User Acknowledgement, a copy of which is set forth in **Exhibit A** to this Agreement when using the System.

3. **Third-Party Materials**. The System may include software, content, data, or other materials that are owned by Persons other than UltraInsights and that are provided to Licensee on license terms that are in addition to and/or different from those contained in this Agreement ("**Third-Party Licenses**").

4. **Use Restrictions**. Licensee shall not, and shall not permit its Authorized Users to:

(a) Allow any Person to install, use or make copies of the System or any parts thereof, except as expressly permitted by this Agreement.

(b) Designate as Authorized User any individual who has not been properly trained to collect Scans.

(c) Modify, translate, adapt, enhance, or otherwise create derivative works or improvements of the System or any portions of the System.

(d) Engineer, reverse-engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the System or any part of the System.

(e) Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the System, including any copy thereof.

(f) Make copies of any portion of the System.

(g) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the System, or any features or functionality of the System, to any Third Party for any reason.

(h) Use the System in violation of any law, regulation, or rule.

(i) Use the System for purposes of competitive analysis of the System, the development of a competing system, hardware, software, documentation, or services, or any other purpose that creates or is likely to create a commercial disadvantage for UltraInsights.

5. **Responsibility for Use of System**. Licensee is responsible and liable for all actions and failures to take required actions with respect to the System by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the System, whether such access or use is permitted by or in violation of this Agreement.

6. **Compliance Measures**.

(a) The Software may contain technological protection or other security features designed to prevent unauthorized use of the System, including features to protect against any use of the System that is prohibited under this Agreement. Licensee shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

(b) On UltraInsights's written request, Licensee shall conduct a review of its and its Authorized Users use the System and certify to UltraInsights in writing that it is in full compliance with this Agreement or, if Licensee determines it is not in compliance with this Agreement in any way Licensee shall immediately remedy such noncompliance and provide UltraInsights with written notice of such remedy. Licensee shall provide UltraInsights with all access and assistance as UltraInsights requests to further evaluate and remedy such noncompliance.

(c) At any time during the Term, UltraInsights may audit Licensee's use of the System to ensure compliance with this Agreement. In the six months after termination of this Agreement, UltraInsights also may audit Licensee to ensure Licensee has ceased use of the System and returned all FeedLot Devices and other components of the System to UltraInsights. The Licensee shall fully cooperate with UltraInsights's personnel conducting such audits and provide all reasonable access to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information. UltraInsights shall only examine information directly related to the Licensee's use of the System. UltraInsights may conduct audits only during Licensee's normal business hours and in a manner that does not unreasonably interfere with the Licensee's business operations.

(d) If UltraInsights determines that the Licensee's use of the System is other than as permitted by this Agreement then Licensee and UltraInsights shall agree on steps to bring Licensee's use of the System into compliance within 30 days of the determination of noncompliance, where such steps may include, but are not limited to Licensee paying fees owed from the noncompliant use. If the noncompliance results in a breach of Sections 9, 10, 16 or 17 of this Agreement, UltraInsights shall have the right, in its sole discretion, to terminate this Agreement immediately upon written notice to Licensee.

UltraInsights's remedies set forth in this Section 6 are cumulative and are in addition to, and not in lieu of, all other remedies the

UltraInsights may have at law or in equity, whether under this Agreement or otherwise.

7. **Maintenance and Support**.

(a) During the Term of this Agreement, Licensee is entitled to the maintenance and support services generally provided to UltraInsights customers and described from time to time on UltraInsights's website located at www.ultrainsights.com.

(b) UltraInsights may develop and provide Updates in its sole discretion, and Licensee agrees that UltraInsights has no obligation to develop any Updates. All Updates will be deemed components of the System, and related documentation will be deemed Documentation. Licensee acknowledges that UltraInsights will provide Updates via download from a website designated by UltraInsights and that Licensee's receipt thereof will require an internet connection, which connection is Licensee's sole responsibility. UltraInsights has no obligation to provide Updates via any other means or media. The right to Updates does not include the rights to new versions or releases of the System for which UltraInsights generally charges its customers, nor does the right to Updates include rights to any additional or new products offered by UltraInsights at any time.

(c) UltraInsights has no obligation to provide maintenance and support services, including Updates:

(i) for any but the most current version or release of the System;

(ii) if previously issued Updates have not been installed;

(iii) if Licensee is in breach of this Agreement; or

(iv) for any Software that has been modified other than by or with the authorization of UltraInsights, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation.

8. **Collection and Use of Information**.

(a) Licensee acknowledges that UltraInsights may, directly or indirectly collect and store information regarding use of the system components with which Licensee uses the System through: (i) the provision of maintenance and support services and (ii) security measures included in the System.

(b) Licensee agrees that the UltraInsights may use such information for any purpose related to any use of the System by Licensee or on Licensee's equipment, including but not limited to improving the performance of the System, developing Updates, verifying Licensee's compliance with this Agreement, and enforcing UltraInsights' rights.

9. **Intellectual Property Rights**. Licensee acknowledges and agrees that the System is provided under license, and is not sold, to Licensee. Licensee does not acquire any ownership interest in the System under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. UltraInsights reserves and shall retain its entire right, title, and interest in and to the System and all Intellectual Property Rights arising out of or relating to the System, except as expressly granted to the Licensee in this Agreement. Licensee shall safeguard all aspects of the System, including, but not limited to, the Software and proprietary database, from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify UltraInsights if Licensee becomes aware of any infringement of UltraInsights's Intellectual Property Rights in the System and fully cooperate with UltraInsights in any legal action taken by UltraInsights to enforce its Intellectual Property Rights. Licensee does and shall cause each of its Authorized Users and anyone else who gains access to the System by way of Licensee's rights under this Agreement, to unconditionally and irrevocably assign to UltraInsights, the entire right, title and interest that Licensee, its Authorized User or such third party may have or acquire in the System or UltraInsights' Confidential Information, any works derived from the System or UltraInsights' Confidential Information, and any Intellectual Property Rights relating there to.

10. **Confidentiality and Use**.

(a) Each party acknowledges that in connection with this Agreement it may gain access to Confidential Information of the other party (the "Disclosing Party"). As a condition to being provided with such Confidential Information, the party receiving the Confidential Information (the "Receiving Party") agrees to:

(i) not use the Disclosing Party's Confidential Information other than as strictly necessary to exercise its rights or perform its obligations under this Agreement;

(ii) not use any of the Disclosing Party's Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party or to obtain any competitive advantage relative to the Disclosing Party;

(iii) maintain the Disclosing Party's Confidential Information in strict confidence and not disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, provided, however, that the Receiving Party may disclose the Confidential Information to its officers, employees and contractors (collectively, "Representatives") who: (i) have a "need to know" for purposes of any performance, or exercise of any rights with respect to such Confidential Information, under this Agreement; (ii) have been apprised of this restriction; and (iii) are themselves bound by written nondisclosure agreements or obligations at least as restrictive as those set forth in this Section 10, provided, further, that the Receiving Party shall be responsible for ensuring its Representatives' compliance, and shall be liable for any of its Representatives' noncompliance, with this Section 10; and

(iv) notify the Disclosing Party in writing immediately of any unauthorized access, possession or use of the Disclosing Party's Confidential Information of which it may become aware and cooperate fully with the Disclosing Party in any investigation or litigation relating to or arising from any such unauthorized acts.

The Receiving Party shall use, and ensure that its Representatives use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.

(b) If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall: (a)

provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under this Section 10; and (b) disclose only the portion of Confidential Information that it is legally required to produce. If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance, the Receiving Party shall use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

11. **Fees**.

(a) Upon execution of this Agreement, UltraInsights will invoice Licensee for each FeedLot Device, as specified in the Order Form (the "**Device Fee**") and for each Scan Credit specified in the Order Form (the "**Scan Credit Fee**").

(b) Should Licensee desire to add additional FeedLot Devices or Scan Credits, the parties shall document the additional FeedLot Devices or Scan Credits by email which shall become part of this Agreement, and UltraInsights will promptly invoice Licensee for the additional Device Fees and Scan Credit Fees.

(c) UltraInsights reserves the right to increase the Device Fees or Scan credit Fees once during each contract year. In addition, at any time UltraInsights can demonstrate that its costs for the FeedLot Devices have increased by more than 15% since the last fee increase, UltraInsights may increase the Device Fee by the amount its costs have increased. UltraInsights will notify Licensee of any fee increases in writing, and the increases shall be effective only for orders received after UltraInsights provides notice of the increase.

12. **Payment**.

(a) All invoices shall be due and payable, in U.S. dollars, net 30 days from the date of the invoice. Scan Credits will not be available for downloading to the FeedLot Device until payment is received.

(b) Licensee shall be responsible for all sales and use tax applicable to the Device Fees and/or the Scan Credit Fees.

(c) If Licensee fails to make payment in full within 30 days of receipt of notice from UltraInsights that payment is late ("**Late Notice**"), UltraInsights may assess interest at the rate of 1 ½ % per month or the maximum rate allowed by law, whichever is less, from the date of the Late Notice, UltraInsights may suspend operation of the System and terminate the Agreement by providing written notice to Licensee.

(d) All fees are non-refundable once paid.

13. **Term and Termination**.

(a) Unless earlier terminated as provided for in this Agreement, this Agreement remains in effect for the term set forth on the Order Form (the "**Initial Term**"). Thereafter, unless either party provides the other with written notice of an intent not to renewal at least 60 days prior to the end of the then current Term, this Agreement shall automatically renew for successive one-year terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Licensee may terminate this Agreement at any time by ceasing to use the System and returning all components and tangible elements of the System, including the Device and any Documentation, to UltraInsights.

(c) UltraInsights may terminate this Agreement, effective upon written notice to Licensee, if Licensee, breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after UltraInsights provides written notice thereof.

(d) UltraInsights may terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

(e) Upon expiration or earlier termination of this Agreement, the Licensee immediately shall cease using the System, and at UltraInsight's direction, return or destroy the System and all components thereof. No expiration or termination shall affect Licensee's obligation to pay all fees that may have become due before such expiration or termination.

(f) Following the end of the Initial Term, UltraInsights reserves the right, in its sole discretion, at any time, to cease providing the System and all maintenance and support for the System or to replace the System with a new version or product, provided it does so for all similarly situated customers.

(g) All provisions of this Agreement which by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration until fully performed.

14. Limited Warranties, Exclusive Remedy, and Disclaimer/Warranty Disclaimer

(a) When operated in accordance with the Documentation and any instructions provided by UltraInsights through its maintenance and support services, UltraInsights warrants that, for a period of 180 days following the license date set forth on the Order Form the System will perform substantially as provided for in the Documentation. THE FOREGOING WARRANTIES DO NOT APPLY, AND ULTRAINSIGHTS STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS.

(b) This warranty will be null and void if Licensee breaches any provision of this Agreement, or if Licensee, any Authorized User, or any other Person provided access to the Software by Licensee or any Authorized User, whether or not in violation of this Agreement:

(i) installs or uses the System on or in connection with any hardware or software not specified in the Documentation;

(ii) modifies or damages the System, or the media on which it is provided, including abnormal physical or electrical stress; or

(iii) uses the System other than as specified in the Documentation.

If UltraInsights repairs or replaces the System, the warranty will continue to run from the initial date specified on the Order Form, and not from Licensee's receipt of the repair or replacement. The

remedies set forth in this Section 14 are Licensee's sole remedies and UltraInsights's sole liability for a breach of Warranty.

(c) ULTRAINSIGHTS MAKES NO WARRANTY THAT THE %IMF/MARBLING AND THE RESULTING PREDICTED HARVEST DATE WILL PRODUCE THE RESULTS EXPECTED BY LICENSEE. THE ALGORITHMS AND METHODOLOGY EMPLOYED BY THE FEEDLOT SYSTEM ARE DEVELOPED WITHIN PARAMETERS SPECIFIED IN THE DOCUMENTATION, BUT DETERMINATION OF THE %IMF/MARBLING AND THE HARVEST DATE ARE DEPENDENT ON THE QUALITY OF SCANS TAKEN BY THE AUTHORIZED USERS AND THE PRICING METRICS PROVIDED BY LICENSEE. ULTRAINSIGHTS EXCEPTS NO RESPONSIBILITY FOR THE DETERMINATION OF THESE METRICS OR THE ACCURACY OF THE RESULTS.

(d) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 15, THE SYSTEM IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ULTRAINSIGHTS, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SYSTEM, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE ULTRAINSIGHTS PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SYSTEM WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

15. **Limitation of Liability**. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL ULTRAINSIGHTS OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SYSTEM; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE ULTRAINSIGHTS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF ULTRAINSIGHTS AND ITS AFFILIATES, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO ULTRAINSIGHTS PURSUANT TO THIS AGREEMENT FOR (i) THE DEVICE FEES OR (ii) THE SCAN CREDIT FEES PAID IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIAIBLITY.

(c) THE LIMITATIONS SET FORTH IN THIS SECTION 15 SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

16. **Export Regulation**. The System may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the System to, or make the System accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

17. **US Government Rights**. The System is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Licensee is an agency of the US Government or any contractor therefor, Licensee only receives those rights with respect to the System as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

18. **Miscellaneous**.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Wyoming without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Wyoming, in each case located in the City of Cheynne and County of Laramie, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth in the Agreement or the Order Form shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(b) In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to: (i) acts of God; (ii) pandemics or epidemics; (iii) flood, fire, earthquake, or explosion;

(iv) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (v) government order, law, or actions; (vi) embargoes or blockades in effect on or after the date of this Agreement; and (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities.

(c) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon determination that any term or other provision is invalid, illegal or unenforceable, the provision will be deemed severed from the Agreement and replaced with a term that effects the original intent of the parties as closely as possible.

(d) All notices, requests, consents, claims, demands, waivers, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) if between two parties in the United States, on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the Licensee at the address set forth in the Order Form and to UltraInsights at:

UltraInsights Processing Lab, LLC
P.O. Box 20126
Cheyenne, WY 82003
E-mail: bhays@ultrainsights.com
Attention: Becky Hays
Title: President

(e) This Agreement, together with the Order Form, all annexes, schedules, and exhibits attached hereto and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and UltraInsights with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(f) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without UltraInsights's prior written consent. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Agreement is void. UltraInsights may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(g) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(h) This Agreement may only be amended, modified, or supplemented in a writing signed by both parties. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(i) In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

(j) The headings in these Terms are for reference only and do not affect the interpretation of this Agreement.

(k) The Order Form may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic signatures or electronic transmission of original signatures shall have the same legal effect as original signatures.

EXHIBIT A
AUTHORIZED USER ACKNOWLEDGEMENT

The FeedLot Scanning System (the "**System**") is provided by UltraInsights for use pursuant to an agreement between UltraInsights Processing Labs, Inc. ("**UltraInsights**") and your employer or other person or entity who has engaged you and on whose behalf you are using the System (the "**Licensee**").

BY CLICKING "ACCEPT" YOU ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED OF AND AGREE TO COMPLY WITH THE <<TERMS OF USE>> APPLICABLE TO THE SYSTEM AND THAT YOU ARE AUTHORIZED BY LICENSEE TO ACCESS AND USE THE SYSTEM.

UltraInsights may, directly or indirectly, collect and store information regarding use of the System. UltraInsights may use such information for any purpose related to any use of the System, including but not limited to: (i) improving the performance of the Software or developing updates; and verifying compliance with the terms of this Agreement and enforcing UltraInsights's rights.

ULTRAINSIGHTS MAKES NO WARRANTY THAT THE %IMF/MARBLING AND THE RESULTING PREDICTED HARVEST DATE WILL PRODUCE THE RESULTS EXPECTED BY LICENSEE. THE ALGORITHMS AND METHODOLOGY EMPLOYED BY THE FEEDLOT SYSTEM ARE DEVELOPED WITHIN PARAMETERS SPECIFIED IN THE DOCUMENTATION, BUT DETERMINATION OF THE %IMF/MARBLING AND THE HARVEST DATE ARE DEPENDENT ON THE QUALITY OF SCANS TAKEN BY THE AUTHORIZED USERS AND THE PRICING METRICS PROVIDED BY LICENSEE. ULTRAINSIGHTS ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF THE RESULTS. IN NO EVENT WILL ULTRAINSIGHTS OR ITS AFFILIATES, BE LIABLE TO YOU FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SYSTEM.