

Cattle Core, LLC

End User License Agreement

This End User License Agreement (“**EULA**”) is a binding agreement between you (“**End User**” or “**you**”) and Cattle Core, LLC (“**Cattle Core**”), and is subject to the terms and conditions of the Underlying Agreement (as defined below), if any. This EULA, together with the terms of the Underlying Agreement, if any, governs your use of the Subscription Service (defined below) made available to you by Cattle Core.

BY CLICKING THE “AGREE” BUTTON OR OTHERWISE USING THE SUBSCRIPTION SERVICE, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS EULA; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS EULA AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THIS EULA, DO NOT CLICK THE “AGREE” BUTTON AND DO NOT USE THE SUBSCRIPTION SERVICES.

1. **Relationship.** You are either using the Subscription Service through your Underlying Agreement or through the Underlying Agreement entered into by a customer of Cattle Core. In either case, you agree to comply with the terms of the Underlying Agreement that apply to Users.
2. **Definitions.** Capitalized terms not otherwise defined herein shall have the following meanings:
 - 2.1. “**Subscription Service**” means the application set forth in the Underlying Agreement, or otherwise provided by Cattle Core to you, and the Software.
 - 2.2. “**Underlying Agreement**” means the agreement between Cattle Core and you or your company for the Subscription Service.
3. **Restrictions and Obligations.**
 - 3.1. **Restrictions.** You shall not: (a) copy the Subscription Service; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Subscription Service; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Subscription Service or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Subscription Service, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Subscription Service, or any features or functionality of the Subscription Service, to any third party for any reason; (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Subscription Service; (g) use the Subscription Service in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, nor upload any individually-identifiable information protected by state, federal, or international law (“**PII**”) into the Subscription Service or otherwise disclose PII to Cattle Core; and (h) use the Subscription Service to (i) send or receive any material for which you have not obtained all necessary licenses and approvals, including from third parties, or which constitutes or encourages conduct that would be considered a criminal offense, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world; (ii) send or receive any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); (iii) intercept or attempt to intercept any communications transmitted by way of a telecommunications system; (iv) further any fraudulent purpose; (v) commit any act that would or does impose an unreasonable or disproportionately large load on Cattle Core’s infrastructure; (vi) attempt to circumvent Cattle Core’s security or network including to access data not intended for you, log into a server or account you are not expressly authorized to access, or probe the security of other

networks (such as running a port scan); (vii) hack into or maliciously extract data from the Subscription Service; (viii) engage in any unlawful activity in connection with the use of the Subscription Service; or (ix) engage in any conduct which, in Cattle Core's exclusive reasonable opinion, restricts or inhibits any other customer from properly using or enjoying Cattle Core's products or services.

- 3.2. **Account Information.** You warrant that all information contained in your account is true, complete, and accurate and that you will promptly inform Cattle Core of any changes to such information by updating the information in your account.
- 3.3. **Passwords.** The Subscription Services have tools that allow you to record and store information. You shall not share any username or password with any person or publicly disclose any username and password, or permit any third person to use your account. You will be responsible for maintaining the security of your account, passwords (including but not limited to administrative and user passwords), and any files, data, text, links, media, suggestions, ideas, enhancement requests, feedback, recommendations, or other information or content that You submit via the Subscription Service (collectively, the "**User Content**"). You shall be solely responsible for all activity associated with your account, including any User Content, occurring with or without your knowledge or consent.
4. **Reservation of Rights.** You do not acquire any ownership interest in the Subscription Service under this EULA, or any other rights thereto other than to use the Subscription Service in accordance with the grant in the Underlying Agreement, and subject to all terms, conditions, and restrictions, under this EULA. Cattle Core and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Subscription Service, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto.
5. **Collection and Use of Your Information.** You acknowledge that when you use the Subscription Service, Cattle Core may use automatic means (including, for example, cookies and web beacons) to collect information about your use of the Subscription Service. You also may be required to provide certain information about yourself as a condition to using the Subscription Service or certain of its features or functionality, and the Subscription Service may provide you with opportunities to share information about yourself with others. All information collected through or in connection with the Subscription Service is subject to Cattle Core's Privacy Policy, which Cattle Core may update at any time in its sole discretion, and which is incorporated herein by reference. The Privacy Policy is currently available at www.cattlecore.com. By downloading, installing, using, and providing information to or through the Subscription Service, you consent to all actions taken with respect to your information in compliance with the Privacy Policy.
6. **Content.** The Subscription Service may provide you with access to Cattle Core's website, currently located at www.cattlecore.com ("**Website**") and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Subscription Service may be hosted on the Website (collectively, "**Content**"). Your access to and use of such Content are governed by the Website's Terms of Use, which Cattle Core may update at any time in its sole discretion, and which are incorporated herein by reference. The Terms of Use are currently located at www.cattlecore.com. Your access to and use of such Content may require you to acknowledge your acceptance of such Terms of Use and the Privacy Policy and to register with the Website, and your failure to do so may restrict you from accessing or using certain features or functionality of the Subscription Service.
7. **Third-Party Materials.** The Subscription Service may display, include, or make available third-party content (including data, information, applications, and other products, services, and materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Cattle Core is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Cattle Core does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties'

terms and conditions.

8. **Geographic Restrictions.** The Subscription Service is provided from the United States. Certain Subscription Services and Content are provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access some or all of the Subscription Services and Content from outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access such Subscription Services or Content from outside the United States, you are responsible for compliance with local laws.
9. **Term and Termination.**
 - 9.1. The term of EULA commences when you first use the Subscription Service, and will continue in effect until terminated by you or Cattle Core as set forth in this Section.
 - 9.2. You may terminate this EULA by ceasing all use of the Subscription Service.
 - 9.3. Cattle Core may terminate this EULA at any time without notice if it ceases to support the Subscription Service, which Cattle Core may do in its sole discretion, but in such case, you will not be charged for any period after termination. This EULA will terminate immediately and automatically without any notice if (a) the Underlying Agreement expires or is terminated, or (b) you violate Section 3. If you use or allow anyone else to use the Subscription Service in violation of this EULA, or otherwise breach this EULA, Cattle Core may suspend your account or terminate this EULA in its sole discretion.
 - 9.4. Upon termination: (a) all rights granted to you under this EULA will also terminate; and (b) you must cease all use of the Subscription Service.
 - 9.5. Termination will not limit any of Cattle Core's rights or remedies at law or in equity.
10. **Disclaimer of Warranties.** THE SUBSCRIPTION SERVICE (INCLUDING ALL THIRD PARTY CONTENT CONTAINED THEREIN) IS PROVIDED "AS IS," WITH ALL FAULTS AND DEFECTS, AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CATTLE CORE, ON ITS OWN BEHALF AND ON BEHALF OF ITS LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SUBSCRIPTION SERVICE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, CATTLE CORE PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SUBSCRIPTION SERVICE WILL MEET YOUR 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. CATTLE CORE DISCLAIMS ALL RESPONSIBILITY FOR ANY CONSEQUENCES ATTRIBUTABLE TO OR RELATED TO ANY USES, NONUSE, MISUSE, OR INTERPRETATION OF THE INFORMATION CONTAINED IN OR NOT CONTAINED IN THE SUBSCRIPTION SERVICE. CATTLE CORE DOES NOT WARRANT THAT THE DATA CONTAINED IN THE SUBSCRIPTION SERVICE WILL BE ACCURATE, COMPLETE OR WITHOUT ERROR, OR THAT SUCH DATA WILL COMPLY WITH YOUR REQUIREMENTS. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SUBSCRIPTION SERVICE REMAINS WITH YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.
11. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CATTLE CORE OR ITS LICENSORS OR SERVICE PROVIDERS HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, BUSINESS PROFITS, BUSINESS INTERRUPTION, DATA, BUSINESS INFORMATION, OR GOODWILL, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR RESULTING FROM THE

EULA OR THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, REGARDLESS OF THE CAUSE OF ACTION, EVEN IF CATTLE CORE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND KNOWN DEFECTS. CATTLE CORE'S MAXIMUM LIABILITY ARISING OUT OF OR AS A RESULT OF THIS EULA SHALL NOT EXCEED THE FEES PAID TO CATTLE CORE FOR THE APPLICABLE SUBSCRIPTION SERVICE PURSUANT TO THE APPLICABLE UNDERLYING AGREEMENT UNDER WHICH THE LIABILITY AROSE IN THE 12 MONTHS BEFORE THE LIABILITY AROSE.

12. **Indemnification.** You agree to indemnify, defend, and hold harmless Cattle Core, its licensors, and their respective officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Subscription Service or your breach of this EULA, including but not limited to the content you submit or make available through this Subscription Service.

13. **Miscellaneous.**

13.1. **Entire Agreement and Modifications.** This EULA, including, for purposes of this Section 13.1, the Terms of Use described in Section 6, together with the Underlying Agreement, if any, constitutes the sole and entire agreement between you and Cattle Core. This EULA, together with the Underlying Agreement, if any, supersedes all proposals, oral or written, and any prior understandings, agreements, representations, and documentation relating to the subject matter of this EULA. In entering into this EULA, you have not relied on, and will not have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly set forth in this EULA, if any. In the event of a conflict between the Terms of Use and the other terms of this EULA, the other terms of this EULA will control. In the event of a conflict between the terms of the Underlying Agreement, if any, and the terms of this EULA, the terms of the Underlying Agreement shall control. Cattle Core may modify the EULA at any time in its sole discretion, and you are required to accept the modifications to continue using the Subscription Service. If the modified EULA is not acceptable to you, your only recourse is to cease using the Subscription Service. Your use of the Subscription Service constitutes acceptance of this EULA at the time of each use. Notwithstanding the foregoing, no revisions to the EULA will apply to any dispute between you and Cattle Core that arose prior to the date of such revision. This EULA may only be modified in writing as set forth in this Section, and may not be modified orally. Nothing in this Section is intended to supersede, replace, or modify the Underlying Agreement.

13.2. **Waiver.** No waiver of any term or condition of this EULA by Cattle Core shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of Cattle Core to assert a right or provision under this EULA shall not constitute a waiver of such right or provision.

13.3. **Severability.** If any provision of this EULA is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the EULA will continue in full force and effect.

13.4. **Law and Venue.** The parties agree to work cooperatively to resolve any dispute amicably at appropriate, mutually-determined management levels. If such resolution does not occur and a party wishes to escalate to a formal dispute resolution forum, such party must submit the dispute to binding arbitration at an agreed-upon site in Chicago, Illinois, under the then-prevailing rules of the American Arbitration Association. Notwithstanding the foregoing, either party may bring an action in court to enjoin actual or threatened infringement or misuse of intellectual property or other proprietary rights. If for any reason a claim proceeds in court rather than in arbitration, then you hereby consent to personal jurisdiction and exclusive venue in the courts situated in Chicago, Illinois, and hereby waive any right to jury trial, or to object to personal jurisdiction or venue. This EULA shall be governed by and construed in accordance with the laws of the State of Illinois, excluding all choice of law

provisions. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS EULA OR THE SUBSCRIPTION SERVICE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

- 13.5. **Force Majeure.** Cattle Core will not be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities.
- 13.6. **Independent Contractor.** Nothing in this EULA shall be deemed or construed as creating a joint venture, partnership, agency, employment, fiduciary, or other form of joint enterprise relationship between the parties. Neither party nor their agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times shall continue to be, that of independent contractors.
- 13.7. **Assignment.** Neither this EULA nor any rights conferred by this EULA may be assigned by you, in whole or part, whether voluntarily, by operation of law or otherwise, by you without the prior written consent of Cattle Core, which consent Cattle Core may withhold or condition in its sole discretion. Subject to the preceding sentence, the rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and assigns. Any attempted assignment by you other than in accordance with this Section shall be null and void.
- 13.8. **Investment advice.** Cattle Core, LLC is not a registered investment advisor or licensed introducing broker. Our owners and/or employees may be registered in that capacity with other entities. Cattle Core's subscription is not meant to give specific investment or trading advice, and it should not be taken as such. Trading futures and options on futures involves a substantial risk of loss and is not suitable for all investors or producers. Past performance is not indicative of future results. You can lose all, or more, of your initial investment. You should consider whether trading is suitable for you in light of your circumstances, knowledge, and financial resources.