

TERMS AND CONDITIONS

1. INTRODUCTION

1.1. These Terms of Service (“Terms of Service”) and the Single Use End User License Agreement (“License” and together with the Terms of Service are referred to as the “Terms”) describe the terms and conditions under which Company offers Customer certain services and a limited license to use our product (the “Product and Service”), as further provided below.

2. FARM JENNY SERVICES AND SUPPORT

2.1. Subject to the terms of hereof, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative username and password for Customer’s Company account. Company reserves the right to refuse registration of, or cancel, passwords it deems inappropriate.

2.2. Subject to the terms hereof, Company will provide Customer with reasonable customer and technical support services, in accordance with Company’s standard practices, via electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays (“Support Hours”). Customers may request assistance any time by emailing support@farmjenny.com. Company will use commercially reasonable efforts to respond to all support requests within one (1) business day.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1. The Product and Service is designed to offer peace of mind and is not to be used to diagnose, treat, mitigate, cure, or prevent any disease or condition. The Products and Service is intended solely for use on farm animals. This device should not be: (1) Utilized on people or other animals; (2) Operated onboard an aircraft, a ship, or a satellite; and (3) Integrated, assembled, attached, or associated in whole or part with any other apparatus not provided by Company for this purpose.

3.2. Customer acknowledges that any information provided by use of the Product and Service offered and sold by Company is for informational purposes only and is not intended to replace the relationship between the Customer and its veterinarian(s) or any other medical care provider(s). Company is not a licensed medical care provider and has no experience in diagnosing, examining, or treating animal’s medical condition of any kind, or in determining the effect of any activity on an animal’s medical condition. The Products and Services are not medical devices or telemetry services. Customer shall never disregard professional medical advice or delay in seeking such medical attention because of any information obtained in connection use of the Product and Service.

3.3. Veterinarians and other animal healthcare professionals who use the Product and Service should exercise independent medical and clinical judgment regarding the information they obtain, and not rely on the Product and Service or information derived from use of the Product and Service as a conclusive source for any medical diagnosis.

3.4. Customers uses the Product and Service offered by Company at its own risk. If an animal experiences any type of medical condition, Customer should seek immediate professional medical attention.

3.5. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, hardware, documentation or data related to the Services (“Software and Devices”); modify, translate, or create derivative works based on the Services or any Software and Devices (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software and Devices for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such software during the Term only in connection with the Services.

3.6. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software and Devices or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

3.7. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with their intended use and all applicable laws and regulations, including but not limited to United States Code, Title 7, Sections 2131 to 2156 (The Animal Welfare Act). Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.8. Except as specifically described in Exhibit A (if attached), Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed for end users to connect to, access or otherwise use the Services, including, without limitation, computers, smartphones, software, operating systems, networking, and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

3.9. Customer shall also be responsible for maintaining the physical security of Devices installed on the premises; for maintaining the structures to which any Devices are mounted (including but not limited to buildings and fences); and for trimming vegetation growth which could impede access to, or proper operation of, the Devices.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality, and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2. Customer shall own all right, title, and interest in and to the Customer Data.

4.3. Customer acknowledges and agrees that Company owns all right title and interest in all sensor data ("Sensor Data", i.e., biometric, atmospheric, behavior, etc.) collected by Company through use of the Product and Service.

4.4. Notwithstanding anything to the contrary, Company shall have the right collect and analyze Sensor Data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data, Sensor Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4.5. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

5. PAYMENT OF FEES

5.1. Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.2. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

6. TERM AND TERMINATION

6.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

6.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

7.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services.

7.2. Company warrants to the original purchasing Customer of the Product that, so long as the Product is used in accordance with Company's written specifications, the Product will be free from defective material and faulty workmanship for a period of one (1) year from the date of purchase of the Product. If, during this one-year period, the Product does not work properly because of a defect in materials or workmanship, Company will replace it with a new Product or equivalent Product free of charge. The warranty of the replacement Product will expire on the date of the original warranty expiration or one year after the shipment of a replacement Product, whichever period is longer. Customer's exclusive remedy with respect to the Product shall be replacement. The foregoing Limited Warranty does not apply: (1) to batteries or other consumable component; (2) if the defect arises from altering, tampering, or mishandling; (3) if the defect arises from damage caused by power surges, accidents, misuse, excessive force, or other irregularities not due to defects in materials or workmanship; (4) if any repair or modifications or attempted repair or modifications of the Product is made other than by Company; or (5) if the Product is integrated, assembled, attached, or associated in whole or part with any apparatus not sold by Company.

7.3. THE WARRANTY SET FORTH ABOVE IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE. COMPANY MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8. RETURN POLICY

8.1. An original purchasing Customer of the Product only, if not 100% satisfied with Product, may send it back and request a full refund within 30 calendar days of the original date of purchase. Product must be free from defects, disproportionate wear and tear, and structural damage from excessive force due to an accident or misuse. Product returned directly to Company must have been originally purchased from Company. Any Product purchased from a 3rd-party must be returned to its original purchase location and is subject to that 3rd-party's return policy. Customer is solely responsible for all shipping costs

associated with returning the Product and assume all risk of loss or damages when shipping their return Product. Processing of refunds will take 5-7 business days, depending upon Customer's financial institution. All refunds will be issued in the original form of payment at the time of order. Handling and processing charges are non-refundable.

8.2. Company will not accept returns or process a refund without prior authorization by our customer service department. To obtain authorization, please contact customer service. Returned Product must have our return authorization # clearly labeled on the exterior of the shipping box.

8.3. COMPANY RESERVES THE RIGHT TO CHANGE THIS RETURN POLICY AT ANY TIME WITHOUT PRIOR NOTICE.

9. LIMITATION OF LIABILITY

9.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR OTHER LOSS, INCLUDING CLAIMS THAT IMPLY FARM JENNY PRODUCT AND SERVICE IS FOR THE PRIMARY PREVENTION OF ANIMAL DISTRESS; (D) FOR CLAIMS OF SURVIVAL OR QUALITY-OF-LIFE BENEFITS (E) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. MISCELLANEOUS

10.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. All disputes arising hereunder shall be submitted to the jurisdiction of the state and federal courts located in Allegheny County, Pennsylvania. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.