

TERMS AND CONDITIONS

Last updated on September 25, 2023. These Terms and Conditions are effective immediately for users accessing or using the Application and/or Service on or after September 25, 2023.

Flock Engine is an mobile application (the “**App**”) provided by Flock Engine, LLC, an Arkansas limited liability company d/b/a Flock Engine (“**Flock Engine**”, **we or us**). Flock Engine provides a platform to equip commercial broiler growers with insights into the management of their operations by leveraging key analytics through data (“Services”). The following Terms and Conditions (“**Agreement**”) govern your ability to use and access any content, functionality and services offered through the App, whether as a viewer of the App or a registered user of the Services.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SITE. THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE SITE. THE SITE IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE SITE.

PLEASE READ THE TERMS CAREFULLY. THROUGH USE OF THE SITE OR SERVICES MEANS YOU ACKNOWLEDGE AND REPRESENT THAT 1) YOU HAVE READ THESE TERMS, 2) UNDERSTAND THEM, AND 3) AGREE TO BE BOUND BY THEM. YOU MAY NOT USE THE SITE OR SERVICES UNLESS YOU ARE AT LEAST 18 YEARS OLD.

BY ACCESSING, USING OR MERELY BROWSING THE SITE, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY THIS AGREEMENT AND ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

FLOCK ENGINE ONLINE SERVICES

Flock Engine is App that provides the following Services to Users:

- All technology, data, information, and other Content that we make accessible to you as a User through the App;
- Any other services that we may provide to you, including professional services.

The Services do not include User Content - your data, information, templates, content, code, video, images or other materials or information of any type that you upload to the App or otherwise provide to us. User Content is discussed more below.

Flock Engine reserves the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the App with or without notice; limit the App's availability to any person, geographic area or jurisdiction we choose; charge fees in connection with the use of the App; modify and/or waive any fees charged in connection with the App; and/or offer opportunities to some or all users of the App. You agree that neither we nor any affiliated entity shall be liable to you or to any third party for any modification, suspension or discontinuance of the App, in whole or in part, or of any service, software, submission, feature, product or other Content offered through the App. You agree that this Agreement will apply to any changes or updates to the Services. Flock Engine will notify you of any change to the Services that reduces its functionality or features in any material respect or if it discontinues any Service and is not replaced by a substantially equivalent function or feature.

Flock Engine may provide paid access to the App now or in the future. If you have a paid subscription to the App and Flock Engine has notified you under this section, you may terminate the affected Services upon providing notice to Flock Engine within 30 days after the date of such notice, and Flock Engine will refund any prepaid, unused Fees in respect of any terminated Services.

Nothing in this section limits Flock Engine's ability to discontinue any Service or to make changes as required to comply with applicable law, address a material security risk, or avoid a substantial economic or technical burden.

Accounts

Users may access areas of the App without registering, but some features of the App or Services will require registration for an account with Flock Engine ("Account").

A "user" is someone who accesses or in any way uses the App and/or the Services.

Users can be divided into categories, depending on the Content they can access and/or contribute to the App:

Users: All Users visiting our website to determine if they wish to become Registered Users.

Registered Users: Registered Users are Users who have a named Account with the App in order to have access to the App and its Services.

Services are provided to Registered Users solely for Registered User's internal business operations in accordance with the Terms of this Agreement.

You promise that any information about yourself or your organization that you provide to us will be true, accurate, complete, and current.

Username and Password

General access to the website at www.flockengine.com does not require registering for or logging into the App, but the App requires registration. This Agreement governs use of all portions of the App, regardless of registration.

Registered Users use of the App will require you to use a username and password. You may be required to choose a password or change your password. Remember your username and password, and do not share your username or password with anyone. Your username and password will identify you to us when you return to our App. If you forget your username or password, you may not be able to access certain portions of the App. You are solely responsible to maintain the confidentiality of your username and password and for all activities when a user is logged into the App by your username and password.

You agree to immediately notify Flock Engine of any unauthorized use of your username and password or any other security breach and ensure that you log out of the App at the end of each session. Flock Engine will not be liable for damage or loss from your failure to comply with this Agreement. You may be issued a new password or be required to change your password from time to time. Your username and password combination are not transferable to other users.

Flock Engine reserves the right to restrict, suspend, or terminate access to the App for any username and password combination (each, an "**Account**") because of inactivity or fraudulent activity under that Account, or any other reason we deem appropriate. We are available for your questions regarding use of the site at [contact@\[INSERT URL\].com](mailto:contact@[INSERT URL].com).

License and Ownership; Access to App

Any and all intellectual property rights ("**Intellectual Property**") associated with the App and its contents (other than User Content), including all information, data, logos, marks, designs, graphics, pictures, sound files, other files and their selection and arrangement, (collectively, the "**Content**"), are the sole property of Flock Engine, its affiliates or third parties. The Content is protected by copyright and other laws in both the United States and other countries. Elements of the App are also protected by trade dress, trade secret, unfair competition, and other laws and may

not be copied or imitated in whole or in part. All custom graphics, icons, and other items that appear on the App are trademarks, service marks or trade dress (“**Marks**”) of Flock Engine, its affiliates or other entities that have granted Flock Engine the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of Flock Engine. Except as otherwise expressly authorized by this Agreement, you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of the App in any way without the prior written permission of Flock Engine or the appropriate third party. Except as expressly provided herein, Flock Engine does not grant to you any express or implied rights to our or any third party's Intellectual Property.

User Content remains the property of the User. However, we need limited rights from you to operate the App. By submitting User Content, you grant Flock Engine, its affiliates and subsidiaries a non-exclusive, royalty-free, nontransferable right to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from your User Content submitted by you to the App to the extent necessary to operate the App, and provide the services provided by the App, now and in the future. By providing User Content, you represent and warrant that you own and control all of the rights to the User Content, information and data that you provide to us or you otherwise have the lawful right to post and distribute that User Content, information and data to or through the App and the use and posting or other transmission of such User Content does not violate this Agreement and will not violate any rights of or cause injury to any person or entity.

Your User Content is owned by you, but as part of this Agreement, you agree we can create reports and research based upon your User Content. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze User Content data that does not refer to or identify Customer or any individuals or de-identifies such data. You acknowledge that Flock Engine will be compiling aggregated data based on your User Content input into the Flock Engine App and/or Services (“**Aggregated Data**”). You hereby grant Flock Engine a non-exclusive, worldwide, perpetual, royalty-free right and license to use and distribute such Aggregated Data in connection with the Flock Engine Services and other Flock Engine offerings. The Aggregated Data collected and compiled by Flock Engine along with any research insights gathered are owned by Flock Engine.

We grant you a limited, revocable, non-exclusive, license to access the App and to view, copy and print the portions of the Content available to you on the App. Such license is subject to this Agreement specifically conditioned upon the following:

- you may only view, copy and print such portions of the Content for your own non-commercial use;

- you may not modify or otherwise make derivative works of the App or the Content or reproduce, distribute or display the App or any Content except as permitted within this Agreement;
- you may not remove any trademark, copyright or other proprietary notices placed on Content;
- you may not use data mining, robots or similar data gathering or extraction methods; and
- you may not use the App or the Content other than for its intended purpose.

The license in this section is revocable by us at any time. You represent and warrant that your use of the App and the Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law.

You will indemnify, defend and hold harmless Flock Engine, its affiliates, successors, and assigns, including the applicable officers, directors, employees, and agents thereof for damages, costs and attorneys' fees Flock Engine incurs from any unaffiliated third-party claim arising from your User Content or your use of the Services.

We do not have any responsibility or liability for your User Content or for any loss or damage your User Content may cause to you or to other people. We have the absolute discretion to remove any User Content posted or stored on the App, and we may do this at any time and for any reason, although we have no obligation to do so. You are solely responsible for maintaining copies of and replacing any User Content you post or store on the App. If you download User Content, the extent permitted by law: (i) your use of User Content is at your own risk; (ii) **WE EXCLUDE ALL LIABILITY TO YOU AND ANY THIRD PARTY IN RESPECT OF YOUR USE OF USER CONTENT**; (iii) it is your responsibility to assess the suitability of User Content for your purposes.

General Restrictions on Use

Unless otherwise indicated, the App is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, graphics ("**Content**") and trademarks and logos ("**Trademarks**") on the App are owned or controlled by us, licensed by us and are protected by copyright, trademark laws and various other laws of the United States. We allow you to use the App and Services only for users' personal, noncommercial purposes.

Provided that you are eligible to use the App, we grant you a limited license to access and use the App and to download any portion of the Content that you have properly gained access to solely for your internal business use. We reserve all rights not expressly granted to you in and to the App, the Content, and the Trademarks.

You may not rent, transfer, assign, commercially exploit, resell, or sublicense access to the Services to any third party. You agree not to combine or integrate the App or Services with hardware, software, or other technology or materials not provided by us. You may not alter or create any derivative product based on the App or Services. Except as expressly stated in this Agreement, no part of the App or Services may be copied, reproduced, republished, distributed, displayed, downloaded, posted, or transmitted in any form or by any means. Any future amendments to the App or Services shall be subject to this Agreement. You agree not to use the App or Services to violate local, state, national or international law; stalk, harass, or harm anyone; collect or store personal data about other users; impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or interfere with the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services.

Restrictions on Use of the Website

In addition to other restrictions set forth in this Agreement, you agree that:

- You shall not use the App in any way that breaches any applicable local, national or international law or regulation.
- You shall not disguise the origin of information transmitted through the App or place false or misleading information on the App.
- You will not use or access any service, information, application or software available via the App in a manner not expressly permitted by Flock Engine.
- You will not input or upload to the App any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the App or information.
- Certain areas of the App may be restricted to Registered Users of Flock Engine.
- You may not use or access the App in any way that, in Flock Engine's judgment, adversely affects the performance or function of the App or interferes with the ability of authorized parties to access the App.

- You will use the App for lawful purposes only and will not submit or transmit through the App any material or engage in conduct that (1) violates or infringes the rights of others, including, without limitation, rights in intellectual property such as trademarks, copyrights, patents and trade secrets, (2) is unlawful, threatening, abusive, profane, explicit, harassing, defamatory, fraudulent, constitutes an invasion of privacy or contains explicit, graphic, obscene or pornographic materials; or which otherwise violates any law, rule, regulation or the rights of a third party, (3) impersonates any person, including Flock Engine and its employees, principals, agents, consultants or affiliates or allows you or a third party unlawful access to a third party's computer or network, (4) is harmful or attempting to harm minors in any way, or (5) violates this Agreement, the Privacy Policy, or any other policy of Flock Engine.

TERM AND TERMINATION

This Agreement will become effective and binding when you use the App or Service, or when you voluntarily register for an Account (whichever occurs first). We reserve the right to terminate this Agreement, your Account, and your access to the App and the Service at any time without notice.

Upon termination of this Agreement, you shall immediately cease use of all Services. You acknowledge and agree that following termination of this Agreement, Flock Engine may immediately deactivate Customer's account.

Upon termination, Flock Engine shall have the right to maintain one copy of user data, User Content for archival purposes and compliance with state and federal law. Flock Engine's ownership and rights to the Aggregated Data will continue upon termination. Upon request by you made before or within thirty (30) days of the termination of this Agreement, Flock Engine will make available to you the most recent version of historical customer usage data in a format at the discretion of Flock Engine. Flock Engine shall have no obligation to maintain or provide any User Content and shall, unless legally prohibited, delete in such a manner as prevents recovery through normal means, all User Content in its systems or otherwise in its possession or under its control.

DISCLAIMER OF WARRANTIES

FLOCK ENGINE MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE SITE OR THE CONTENT. THE USE OF SAME IS AT YOUR OWN RISK.

THE SITE, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. FLOCK ENGINE, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED

BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. FLOCK ENGINE AND ITS AFFILIATES, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE CONTENT OR SERVICES PROVIDED ON OR THROUGH THE USE OF THE SITE. NO INFORMATION OBTAINED BY YOU FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED BY FLOCK ENGINE IN THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. IF YOU ARE DEALING AS A CONSUMER, YOUR STATUTORY RIGHTS THAT CANNOT BE WAIVED, IF ANY, ARE NOT AFFECTED BY THESE PROVISIONS. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT FLOCK ENGINE IS OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, FLOCK ENGINE IS RESPONSIBLE FOR ACTUAL DAMAGES ONLY TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FLOCK ENGINE, ITS AFFILIATES, ITS LICENSORS, ITS SUPPLIERS OR ANY THIRD PARTIES MENTIONED AT THE SITE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE SITE, THE SERVICES OR THE CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLECT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FLOCK ENGINE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THIS AGREEMENT ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH FLOCK ENGINE IS TO DISCONTINUE YOUR USE OF THE SITE AND THE SERVICES. FLOCK ENGINE IS NOT RESPONSIBLE FOR WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE. UNDER NO CIRCUMSTANCES WILL FLOCK ENGINE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF THE SITE, THE CONTENT POSTED ON THE SITE OR TRANSMITTED TO USERS, OR ANY INTERACTIONS BETWEEN OR AMONG USERS OF THE SITE, WHETHER ONLINE OR OFFLINE.

Compliance with Law

You agree to use the App in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of Flock Engine,

negatively reflect on the goodwill or reputation of Flock Engine and shall take no actions which would cause Flock Engine to be in violation of any laws, rulings or regulations applicable to Flock Engine.

Governing Law; Venue

This agreement has been made in, and will be construed and enforced in accordance with the laws of, the State of Arkansas without regard to its principles of conflicts of laws. You and Flock Engine consent to the exclusive jurisdiction of the state and federal courts sitting in Washington County, Arkansas for any actions, suits or other proceedings arising out of, or related to, the enforcement of either party's rights hereunder. You and Flock Engine agree not to commence any action suit or proceeding in any other court and hereby irrevocably and unconditionally waive any objection to the laying of venue in any such court. The parties each agree to waive their separate rights to a trial by jury.

Electronic Communications; Feedback

When you visit the App or send e-mail to Flock Engine, you are communicating electronically. If you submit User Content, Flock Engine will communicate with you by e-mail. We may also communicate by posting notices on the App. Admin Users may communicate with the Admin's Registered Users through push notifications. You agree that all notices, disclosures, and other communications that Flock Engine makes electronically satisfy any legal requirement that such communications be in writing. If you want to withdraw this consent, please stop using this App.

We always appreciate your feedback and other suggestions about our Services and the App. You agree that we may use any feedback, suggestions, comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("**Feedback**"), without any restriction, acknowledgment, or compensation paid to you, for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the App and/or Services. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law. We are under no obligation to keep your Feedback confidential.

General

You may not assign this Agreement or any of your interests, rights or obligations under this Agreement. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not

affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any of this Agreement shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

AMENDMENTS

We may amend this Agreement at any time and for any reason. We ask that you stay up-to-date with this Terms. When we make changes to this Agreement, we will notify you of the changes by posting the revised version on our website. Any changes will become effective upon the earlier of thirty (30) calendar days following our e-mail notice to you (if applicable) or thirty (30) calendar days following our posting notice of the changes on our App. Changes will be effective immediately for new users of our App or Services. If you object to any such changes, we ask that you cease using the App and the Services. By continuing to use the website after we have posted modifications or amendments to the Terms, you consent to such amendments and/or modifications. For this reason, we encourage you to review the Terms whenever you use the App or Services.

COMPLETE AGREEMENT

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE LICENSE OR OTHER WRITTEN AGREEMENT BETWEEN YOU AND Flock Engine, THIS AGREEMENT, TOGETHER WITH THE Flock Engine PRIVACY POLICY, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND Flock Engine WITH RESPECT TO THE USE OF THE SITE AND SERVICE, INFORMATION OR CONTENT CONTAINED THEREIN, AND SUPERSEDE ALL DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF.

If you have any questions or concerns regarding the Terms of Use, please contact us at info@flockengine.com.