

Frontiers Market Data Collection Terms of Service

Last Updated: [July 10th, 2024]

Welcome, and thank you for your interest in Frontiers Market Technologies, Inc. ("**Frontiers Market**," "**we**," or "**us**") and our artificial intelligence software platform (the "**Platform**") that facilitates data analytics on livestock through the installation of certain equipment for the purpose of collecting data on livestock (collectively, the "**Service**"). These Terms of Service are a legally binding contract between you ("**you**" or "**your**") and Frontiers Market regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY [CLICKING "I ACCEPT" OR OTHERWISE] USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND ANY ADDITIONAL APPLICABLE GOVERNANCE TERMS, POLICIES, RULES, GUIDELINES, OFFERINGS, OR AGREEMENTS, INCLUDING FRONTIERS MARKET'S STANDARD END USER LICENSING TERMS FOR THE PLATFORM, ALL HEREBY INCORPORATED BY REFERENCE (COLLECTIVELY, THESE "TERMS**"). YOUR USE OF THE SERVICE, AND FRONTIERS MARKET'S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY FRONTIERS MARKET AND BY YOU TO BE BOUND BY THESE TERMS.**

1. Equipment.

1.1 Access to Properties. From time to time, as mutually agreed to by you and Frontiers Market, you will permit Frontiers Market's representatives ("**Representatives**") access to your premises (collectively, the "**Properties**") for the purposes of installing and maintaining audio/video/photo capture equipment, and, if necessary, certain support equipment for the purposes of collecting data with respect to the livestock located on the Properties (such data, "**Data**"; such equipment, collectively, the "**Equipment**"). All visits to the Properties by Representatives will be arranged by you and Frontiers Market reasonably in advance, and you agree not to unreasonably deny access to the Properties by Representatives when requested in accordance with the agreed upon arrangements, or when necessitated due to urgent circumstances. You and Frontiers Market will confer in good faith regarding the mutually agreeable and desirable (for the purposes of Data collection) locations within the Properties where the Equipment will be placed. You must reasonably assist Representatives with respect to the installation of Equipment, which assistance may include active participation by your staff to assist Representatives in defining requirements, and providing necessary systems support, on-site network cable runs, power receptacles, oversight and approval of all connections to your network, and such other assistance as required for the successful installation of the Equipment. In addition to allowing Frontiers Market access to the Properties for the purposes of placing the Equipment, you must provide Frontiers Market with access to any mutually-agreed equipment that is already in place on the Properties for the purpose of utilizing same to collect the Data.

1.2 Ownership of Equipment. Frontiers Market retains all ownership rights to the Equipment. You agree that you will not, and will not enable a third party to, use the Equipment in any manner except when necessitated due to urgent circumstances (in which case you will promptly notify Frontiers Market thereof) or with prior consent by Frontiers Market. You shall use every reasonable precaution to prevent loss or damage to the Equipment. If you become aware of any damage to, or loss or theft of the Equipment while located on the Properties, you must promptly

notify Frontiers Market in order for Frontiers Market to provide servicing, repair or replacement for the Equipment.

- 2. Data.** You shall own all Data and, subject to the rest of this Section 2, Frontiers Market shall assign and hereby assigns to you any and all rights, title and interest it may have in and to the Data and any intellectual property rights therein. By using the Service, you hereby grant to Frontiers Market a perpetual, irrevocable, fully paid-up, royalty-free, sublicensable (through multiple tiers), transferable, worldwide, non-exclusive right and license to use, reproduce, distribute, display, perform, host, create derivative works of, and otherwise exploit the Data for the purposes of operating and improving the Service, for the purposes of creating the Results, and for Frontiers Market's other business purposes. As used in this Section 2, "**Results**" means any work product developed by Frontiers Market that is based on, derived from, or otherwise uses any Data, including all output, copies, reproductions, improvements, modifications, adaptations, and translations of any Data. Frontiers Market will own all right, title, and interest in and to the Results, and you agree to not challenge Frontiers Market's ownership of the Results.
- 3. Term, Termination, and Modification of the Service**

 - 3.1 Term.** These Terms are effective beginning when you accept the Terms or use the Service, and ending when terminated as described in Section 3.2 (*Termination*).
 - 3.2 Termination.** If you violate any provision of these Terms, then the Service provided to you and these Terms will automatically terminate. In addition, Frontiers Market may, at its sole discretion, terminate these Terms or the Service provided to you at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination.
 - 3.3 Effect of Termination.** Upon expiration or earlier termination of this Agreement, you and Frontiers Market must confer in good faith to make reasonable arrangements for the return of the Equipment to Frontiers Market, and you agree to permit Frontiers Market reasonable access to the Properties as necessary in order for Frontiers Market to collect the Equipment in a prompt manner. The provisions of Sections 1.2, 2, 3.3, and 4-7 shall survive any termination of these Terms.
 - 3.4 Modification of the Service.** Frontiers Market reserves the right to modify, discontinue, or restrict all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Frontiers Market will have no liability for any change to the Service.
- 4. Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Frontiers Market, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "**Frontiers Market Entities**") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any confidentiality, property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your

indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

5. Disclaimers; No Warranties by Frontiers Market

5.1 THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. FRONTIERS MARKET DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. FRONTIERS MARKET DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND FRONTIERS MARKET DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

5.2 FRONTIERS MARKET AND ITS LICENSORS AND SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY REGARDING THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS THAT MAY APPLY TO THE PROVISION OR USE OF THE SERVICE.

5.3 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 5 (*DISCLAIMERS; NO WARRANTIES BY FRONTIERS MARKET*) APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Frontiers Market does not disclaim any warranty or other right that Frontiers Market is prohibited from disclaiming under applicable law.

6. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE FRONTIERS MARKET ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR USE OF, OR THE PROVISION OF, THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY FRONTIERS MARKET ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

7. Miscellaneous

7.1 **General Terms.** These Terms are the entire and exclusive understanding and agreement between you and Frontiers Market regarding your use of, and provision of the Service. You agree and acknowledge that if any activities described in these Terms, including placement of the Equipment on the Properties and collection of the Data, have occurred prior to the Effective Date of this Agreement, that this Agreement shall apply to all such activities as if conducted during the term of these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will

be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

- 7.2 **Governing Law.** These Terms are governed by the laws of the State of Texas without regard to conflict of law principles. You and Frontiers Market submit to the personal and exclusive jurisdiction of the state courts and federal courts located in Texas for resolution of any lawsuit or court proceeding permitted under these Terms.