

**Sonar Software Service** Authorized UserTerms of Use("Terms")

**ACCEPTANCE**

THESE LEGAL TERMS ARE effective UPON EXECTION OF A SONAR SUBSCRIPTION order(“order”) BY THE respective farm owner(s) (“subscriber”) and govern the usage of subscriber and delivery of service by M-Tech Systems LLC (“PROVIDER”), a delaware corporation based at 115 perimeter center place suite 815, atlanta ga 30346.

**CHANGE OF TERMS**

Provider may revise or update these Terms of Use from time to time in its sole discretion.

**DEFINITIONS**

"**Software**" means the Company supplied Sonar web-based applications, any and all data, information, developed, and supplied by Company presented (collectively the “Sonar”), and corresponding documentation, associated media, printed materials, and online or electronic documentation. Any updates to such Software which you are entitled to access and that has been provided to you by Company shall also mean Software for purposes of this Agreement.

"**Provider IP**" means the Software, the Documentation, and any and all intellectual property provided to Subscriber or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider’s monitoring of Subscriber’s access to or use of the Software, but does not include Subscriber identifiable and specific data.

**“Integrator”** means the legal entity under which Subscriber is contracted to provide Animal care and housing Software. and who may under separate agreement, agree to supply additional Integrator Data.

**“Integrator Data”** means, other than Provider or Subscriber Data, information, data, and other content, in any form or medium, that is transmitted to the Software from its centralized flock management system provided by Provider under separate agreement. As Software can be provided to Subscriber by Provider without inclusion of Integrator transmitted data, all references to Integrator herein are subject to the identification of Integrator and agreement by Subcriber to Integrator access on any Order.

**“Subscriber Data”** means, other than Provider Data, information, data, and other content, in any form or medium, that is collected, posted, or otherwise transmitted by or on behalf of Subscriber through the Software.

1. **General Terms and Conditions**

1.1 **Grant of Access** Subject to and conditioned on Subscriber's payment of Fees enumerated on an Order, and in compliance with all other terms and conditions; Provider grants to Subscriber a personal, limited, non-exclusive, non-transferable, per HOUSE single-user license to access the Software during the Subscription Term of a valid Order, subject to the terms and conditions set forth in this EULA.

1.2 **Terms of Use** As a condition of Access of the Software, each user is required to supply Company with identification information, without limitation, a valid e-mail address in order to receive login credentials and access the Software.

1.2.1 Access is limited to Subscriber’s internal use only, including Subscriber’s employed on-farm personnel (“Authorized User”), for the purpose of reviewing, analyzing and acting upon performance information supplied through the Software specific to Subscriber’s houses and flocks, and use in collaboration with the Integrator’s service personnel for analysis of house or flock performance data.

1.2.2 Use of the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, is strictly prohibited. Subscriber is responsible and liable for all uses of the Software resulting from access provided by Subscriber, directly or indirectly, to any other party excluding Integrator’s personnel, whether such access or use is permitted by or in violation of these Terms of Use. In the event that Subscriber becomes aware of any use of Subscriber’s login or other access information or rights by any person other than Subscriber’s Authorized Users, Subscriber shall immediately notify Provider.

1.2.3 Assignment. Subscriber may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void.

1.2.4 Reservation of Rights. Provider reserves all rights not expressly granted to Subscriber in this Agreement. Except for the limited rights and access, use expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Subscriber or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

1.2.5 Subscriber Data. Provider acknowledges that, Subscriber, as between Provider and Subscriber, owns all right, title, and interest, including all intellectual property rights, in and to the Subscriber’s Data, excluding any data for which Integrator is the rightful owner of such Data provided to Subscriber through the Software. Subscriber hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, display and otherwise use the Subscriber Data and perform all acts with respect to the Subscriber Data only as is necessary for Provider to provide the Software to Subscriber and associated Integrator if applicable.

1.2.6 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Subscriber’s use of the Software and collect and compile Aggregated and Anonymized Statistics from such use in order to modify, improve or otherwise develop additional components of the Software over time. As between Provider and Subscriber, all right, title, and interest in Aggregated and Anonymized Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Subscriber acknowledges that Provider may compile Aggregated Statistics based on Subscriber Data included in the Software. Subscriber agrees that Provider may use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Subscriber or Subscriber’s or Integrator’s Confidential Information.

**2. WARRANTY DISCLAIMER.** Provider warrants that the Software will conform in all material respects to the DOCUMENTATION when accessed and used in accordance with the Documentation. BEYOND THIS, THE SOFTWARE AND PROVIDER IP IS PROVIDED “AS IS” AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET SUBSCRIBER’S OR ANY OTHER PERSON’S SPECIFIC REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, SYSTEM OR OTHER SOFTWARE NOT EXPRESSLY STATED HEREIN, OR BE ERROR FREE.

**3. LIMITATION OF LIABILITY** NEITHER PROVIDER NOR ITS AGENTS, EMPLOYEES OR AFFILIATES SHALL BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO ACCESS DATA, LOSS OF BUSINESS, PROFITS, REVENUE, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS OR OTHER ECONOMIC ADVANTAGE,CORRUPTION OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIALPURPOSE. FOR PURPOSES OF CLARITY AND WITHOUT LIMITING ANYTHING TO THE CONTRARY HEREIN, PROVIDER SHALL NOT BE HELD LIABLE FOR DAMAGE OR HARM TO ANY ANIMALS OR OTHER LIVESTOCK BASED ON ANY ACTION TAKEN BY SUBSCRIBER OR OTHER AUTHORIZED USER BASED ON DATA OR ANALYSIS DELIVERED IN THE SOFTWARE.

**4**. **LIABILITY CAP** . PROVIDER’S TOTAL LIABILITY TO SUBSCRIBER FOR ANY ACTUAL DAMAGES FOR ANY LEGALLY VALIDATED CAUSE WHATSOEVER WILL BE LIMITED TO THE SUBSCRIPTION FEES PAID BY SUBSCRIBER FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING ANY VALIDATED CLAIM.

**5. Indemnification.** Subscriber shall indemnify, hold harmless, and, at Provider’ option, defend Provider from and against any losses resulting from any third-party claim that the Subscriber Data, or any use of the Subscriber Data in accordance with these Terms of Use, infringes or misappropriates such third party’s intellectual property rights, and any third-party claims based upon Subscriber’s: (i) negligence or willful misconduct, (ii) use of the Software in any manner not authorized by these Terms of Use, (iii) use of the Software in combination with data, software, hardware, equipment or technology not provided by Provider or authorized by Provider in writing, or (iv) modifications to the Software not made by Provider, provided that Subscriber may not settle any third-party claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice.

**6**. **Suspension**. Notwithstanding anything to the contrary in these Terms of Use, Provider may temporarily suspend Subscriber’s access to any portion or all of the Software if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Subscriber’s use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other Subscriber or vendor of Provider; (C) sSubscriber is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Subscriber has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Providers’ provision of the Software to Subscriber is prohibited by applicable law; or (F) Subscriber has failed to pay any amounts due to Provider when due.

**7. legal governance**7.1 These Terms shall be governed by the internal laws of the State of Georgia applicable
therein, without giving effect to principles of conflict of laws. You hereby consent to the exclusive
jurisdiction and venue of appropriate state or federal courts , in the Dekalb County, Georgia to resolve any disputes arising under these Terms.

7.2 These Terms, together with an associated Order, contain the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any Order or other written
notification or document issued by you in relation to the Software hereunder which may conflict with these Terms shall be of no effect. The failure or delay of Provider to exercise any of its rights under these Terms or upon any breach of Terms shall not be deemed a waiver of those rights or of the breach.

7.3 If any provision of these Terms shall be held by a court of competent jurisdiction to be contrary to law,
that provision will be enforced to the maximum extent permissible, and the remaining provisions of this
EULA will remain in full

**8. TERMINATION.**

(a) General. Provider may terminate Subscriber’s access to and use of the Software, effective immediately, if Subscriber: (A) fails to pay any amount when due hereunder; or (B) breaches any of its obligations under these Terms of Use.

(b) Effect of Expiration or Termination. Upon expiration or earlier termination of these Terms of Use, Subscriber shall immediately discontinue use of the Software and, without limiting Subscriber’s obligations under these Terms of Use, Subscriber shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Subscriber’s obligation to pay all Fees that may have become due before such expiration or termination or entitle Subscriber to any refund.