

## **NEXT SEASONS SYSTEMS, LLC** **END USER LICENSE AGREEMENT**

This agreement (or “EULA”) is a legal agreement between the person, company or organization (“You”) that has accessed an application (“Product”) and NEXT SEASONS SYSTEMS, LLC doing business as Next Seasons Systems or AgexTec Assessoria e Previsões Agrícola Ltda. (“Licensor” or “Application Provider”). The Product is to be accessed is at [www.agextec.com](http://www.agextec.com). By using any Product provided by the Licensor, You are confirming your acceptance of this agreement and you are agreeing to become bound by the terms of this agreement.

This EULA shall apply only to a Product supplied by the Licensor herewith regardless of whether other software or platform is referred to or described herein.

The Products transacted through the Services are licensed, not sold, to You for use only under the terms of this license. The Application Provider reserves all rights not expressly granted to You. The Product that is subject to this license is referred to in this license as the “Licensed Application.” The Licensed Application is to be used on devices that operate with Apple’s operating systems (“iOS” and “Mac OS”), Microsoft OS and/or with Google’s operating system (“Android”) and the aforementioned devices are referenced in this license as “Devices”.

IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THIS AGREEMENT. BY ACCESSING AND USING THIS PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE TERMINATE ALL USE OF THE PRODUCT, OTHERWISE, YOU HEREBY WARRANT, REPRESENT, COVENANT AND CERTIFY THE FOLLOWING:

YOU possess the legal right and ability to enter into this Agreement and comply with its terms, including authority to enter into this Agreement on behalf of YOUR employer or other organization on whose behalf YOU are using the Product, and YOUR acceptance of this Agreement on behalf of such employer or entity shall be binding on such employer or organization, if applicable;

YOU are of a lawful age in YOUR jurisdiction to enter into this Agreement and install and use the Product;

YOU will only use the Product for the purpose intended; YOU will properly follow all instructions and documentation provided by Licensor to YOU;

YOU will only use on a computer or install the Product on mobile devices for which YOU are the authorized owner or on mobile devices for which YOU have been given express permission use the Product by the device owners;

All information that YOU provide to Licensor is true and accurate, including, without limitation, YOUR identity, account information, information about any organization YOU are affiliated with, and any other related information;

YOU shall not misrepresent YOUR association with a charitable or political organization or otherwise use the Service in such a way as to defraud individuals;

YOU will not use the Product in violation of any Federal, State or local law, rule, ordinance or governmental regulation, including those governing financial services, consumer protections, unfair competition, anti-discrimination, privacy or false advertising;

YOU agree at all times to comply with the Office of Foreign Assets Control (OFAC) policies and guidelines and YOU shall not enter into any transactions or use the Service in violation of OFAC policies or guidelines, including, without limitation, sending or receiving funds from or to persons on the blocked persons list or to or from sanctioned countries; and

YOU agree not to use the Service for transactions that involve or relate to:

- narcotics, steroids, certain controlled substances, drug paraphernalia or other products that are illegal;
- items that encourage, promote, facilitate or instruct others to engage in illegal activity;
- stolen goods including digital and virtual goods;
- certain sexually oriented materials or services;
- ammunition, firearms, or certain firearm parts or accessories;
- certain weapons or knives regulated under applicable law;
- supporting pyramid or Ponzi schemes;
- violating applicable laws or industry regulations regarding the sale of tobacco products or prescription drugs; or
- gambling, gaming, and/or any other activity with an entry fee and a prize, including casino games, sports betting, lottery tickets, and other similar activities.

## 1. USE REQUIREMENTS.

1.1. **Account.** YOU may be required to create an account (an “**Account**”) to access and utilize the Product. To create an Account, YOU will be required to provide certain information, including YOUR name, email address, mailing address and phone number. YOU will also need to create a screen name. Maintaining Account security is very important. YOU are entirely responsible for maintaining the confidentiality of the Account username and password. YOU agree to monitor YOUR Account and notify Licensor immediately if YOU believe that an Account username and/or password have been compromised or if YOU suspect unauthorized payments or charges are occurring through YOUR Account. All processing of payments are transacted by a third party vendor, and the payee vendor’s terms and conditions shall apply to any transaction and debits. Licensor shall not be responsible for any acts, errors or events that occur on third-party websites used for payment on account.

**1.2. Updates.** Licensor may require that YOU download and install updates to the Product from time to time. YOU acknowledge and agree that Licensor may update the Product with or without notifying YOU and add or remove features or functions to the Product at any time in its sole discretion. YOU acknowledge and agree that Licensor has no obligation to make the Product available to YOU, make any subsequent versions of the Product available to YOU or to continue to support the Product in any way. YOU acknowledge that YOUR access to the Product may not be continuous, features may change during YOUR use of the Product, and Licensor may terminate YOUR access to the Product or stop offering the Product at any time pursuant to the EULA.

**1.3. Agreements.** YOU acknowledge that YOU may only use the Product in connection with the Service provided through the Site in accordance with this Agreement, the Terms of Use located at <https://agextec.com/legal/terms-of-service> and updated from time to time (“**TOU**”), the Privacy Policy located at <https://agextec.com/legal/privacy-policy> (“**Privacy Policy**”). The Privacy Policy and Terms of Service are incorporated into this Agreement by this reference. YOU further acknowledge and agree that YOUR use of the Product signifies that YOU have read, understand and agree with the terms of the Terms of Service and Privacy Policy (if YOU are accepting or soliciting payments through the Service). The requirements hereunder and this Agreement may change as the Product and/or Service evolves.

## **2. AGRONOMICAL AND SEASONAL CLIMATE TOOLS.**

**2.1. Services.** By opening an Account, the Licensor permits YOU to use the Product for seasonal and agronomical variables on a monthly and yearly basis for the following: growing degree days, freeze risk, heat risk, chilly units, crop yield forecast, and seasonal forecast on rainfall, maximum temperature, minimum temperature, number of rainy days, solar radiation. YOU will need to identify your crop fields, delineate it on a map, input soil characteristics, weather, and both last year/current crop management. YOUR information will be recorded on a logbook, and based on this information Licensor gives advice on a three (3) to seven (7) day basis via email, text messages, or advice will be uploaded online on a ‘crop management advice’ logbook that YOU can access once the user signs in. Licensor’s personalized optimization by specific soil-weather-crop combination involves the unique recommendation of best planting date, as well as best crop seed for the farmer’s unique conditions, irrigation amount and nitrogen fertilization rates. YOU will be able to keep daily tracking estimations on water status, from how much to apply, to how much is stored in the soil, how much is evapo-transpired and how much is lost underground. Also, YOU will be able to keep track on estimated nitrogen that is applied in fertilizer form and how much it is absorbed by plants, how much stays in the soil and how much is lost by lixiviation process. Daily estimated status on crop growth, phenological stages, and risks of heat or freeze events are also shown online. Estimations on crop projections for biomass and crop yield until harvest from the current day the farmer is checking on his/her data is provided on smart graphs. Licensor’s way of communication with YOU is paperless, online, email, and via text messages to

your cellphone. The personal information or farm data that YOU provide to Licensor will never be used or sold or provided to another party without your explicit consent.

Licensor provides three (3) forms of services: Free (two weather/agronomical tools - no payment involved but registration is required), Gold 14 (which involves the Free service package plus additional agronomical tools and registrations is required), and Gold 18 (personalized optimization for crop management) that includes the Gold 14 package and involves a range of prices depending on farm size. Registration is required. Prices and descriptions are shown on our pricing webpage.

**2.2 Subscription Service.** Licensor offers both free and paid registrations. After registering for a paid subscription, YOU will be asked for payment information and must submit a credit card as payment. Stripe is going to be used for payment purposes. There are different prices to use on Licensor's Site and Services. When paying, please verify that YOU understand the price and the terms and conditions of payment. When YOU are purchasing your plan, please be aware that your credit card will be charged automatically billed on a yearly basis with additional notice to YOU. Yearly rates may change at any time; however, Licensor will provide YOU with notice of the fee increase. YOU may cancel your account with Licensor at any time. However, a refund may not be granted in all circumstances. Although Licensor may grant refunds in most cases, Licensor examines refunds on a case-by-case basis and has the sole discretion in granting or denying any refunds.

**2.3 Forecasting.** Licensor recommendations provide estimates based on climate, soils, genetic, crop management and models and do not guarantee results. There are inherent uncertainties that are taken into consideration. Licensor encourages YOU to consult other agricultural professionals, such as crop consultants, agronomists, or other trusted advisors. Farming decisions inherently involve risk; Licensor's goal is to help YOU in your risk management and operational decisions.

Licensor systems includes tools that show YOU how weather impacts your business, based on raw data you or third parties upload online that has been transformed into information by Licensor methodologies. Any such upload or entry is solely at your own risk, and YOU agree that Licensor is not responsible for any loss or disclosure of data. In addition, YOU agree that anything offered by the agronomical and seasonal weather tools is for information and guidance purposes only and is not to be relied upon in any manner. In the end, YOU, the farmer makes the final decision whether or not to take the advice totally, partially or not at all.

**2.4 University Employees/Students.** University employees, faculty, research scientists and students are prohibited from using the Product for research, teaching or university purposes without the express written consent from the Licensor.

### 3. LICENSE AND RESTRICTIONS.

3.1. **License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants YOU a limited, non-exclusive, revocable license to (i) use the Product on one or more devices which are owned by YOU, are under YOUR control and which meet Licensor's minimum specifications, (ii) view, review and utilize the Product and any related information provided to YOU by Licensor and (iii) transmit payment information through the Service by utilizing the relevant links.

3.2. **Third Party Software and Services.** The Product may be incorporated into, and may incorporate, technology, software and services owned and controlled by third parties. Use of such third party software or services is subject to the terms and conditions of the applicable third party license agreements (including, without limitation, terms of use and terms of service posted on third party websites), and YOU agree to look solely to the applicable third party and not to Licensor to enforce any of YOUR rights in relation thereto. YOU are solely responsible for all data, SMS and mobile carrier charges in connection with the mobile phones on which YOU have installed the Mobile App.

3.3. **License Restrictions.** Notwithstanding anything to the contrary, YOU may not: (i) remove any proprietary notices from the Service or any copy of the Product; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Product or the Service; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the Product or Service, including, without limitation, through sublicense, to any other entity without the prior written consent of Licensor; or (iv) make any false, misleading or deceptive statement or representation regarding Licensor and/or the Product or Service.

3.4. **No Data Mining or Harmful Code.** YOU agree that YOU will not (i) obtain or attempt to obtain any information from the Service, including without limitation email or payment information of other Account holders or other Product data; (ii) intercept, examine or otherwise observe any proprietary communications protocol used by the Product or the Service, whether through the use of a network analyzer, packet sniffer or other device; or (iii) use any type of bot, spider, virus, clock, timer, counter, worm, software lock, drop dead device, Trojan horse routing, trap door, time bomb or any other codes, instructions or third-party software that is designed to provide a means of surreptitious or unauthorized access to, or distort, delete, damage or disassemble, the Product, the Site or the Service.

3.5. **Misuse of the Product and/or Service.** YOU may not connect to or use Product and/or Service in any way not expressly permitted by this Agreement or the TOU. Without limiting the foregoing, YOU agree that YOU will not: (i) institute, assist, or become involved in any type of attack, including without limitation denial of service attacks, upon the Service or otherwise attempt to disrupt the Service or any other person's use of the Product and/or Service; or (ii) attempt to gain unauthorized access to the Service, Accounts registered to other users or the computer systems or networks

connected to the Service. Furthermore, YOU may not use the Product and/or Service in association with, or to develop, generate, transmit or store, information that: (a) is defamatory, harmful, abusive, obscene or hateful; (b) in any way that obstructs or otherwise interferes with the normal performance of another person's use of the Service; (c) performs any unsolicited commercial communication not permitted by applicable law; (d) constitutes harassment or a violation of privacy or threatens other people or groups of people; (e) is harmful to children in any manner; (f) violates any applicable law, regulation or ordinance; (g) makes any false, misleading or deceptive statement or representation regarding Licensor, the Product and/or Service; or (h) constitutes phishing, pharming or impersonates any other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias).

**3.6 Location Services.** This Product may use location data sent from YOUR device. YOU can turn off the location functionality at any time by turning off the location services setting for the Product on YOUR device. If YOU choose to use the location function, YOU consent to Licensor and our licensees' transmission, collection, maintenance, processing and use of YOUR location data and queries to improve and provide location-based products and services. YOU may withdraw this consent by turning off the location services setting on YOUR device.

**4. OWNERSHIP.** 'The design of the Product along with text, scripts, graphics, visual interfaces, interactive features, methodologies, computer code, and the trademarks, and logo contained therein ("Marks"), are owned by or licensed to Licensor and subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Licensor retains all right, title and interest in and to the original and any copies of the Product, Service, Service Data and related information, improvements, enhancements or derivatives thereto and ownership of all intellectual property and proprietary rights recognized anywhere in the world pertaining thereto, in whole or in part, shall be, vest with, and remain the exclusive property of Licensor. The Product, Service, Service Data and related written materials are protected by the copyright and patent laws of the United States and international copyright and patent treaties. YOU shall not be an owner of any copies of, or have any interest in the Product, Service or Service Data that may be provided, documentation, or other information.

**5. INDEMNIFICATION.** YOU agree to defend, indemnify and hold harmless Licensor and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents, network service providers, business partners and licensors (collectively, the "**Indemnified Parties**") at YOUR expense, against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by the Indemnified Parties arising out of or relating to (a) YOUR violation or breach of any term of this Agreement or any policy or guidelines referenced herein; (b) YOUR use or misuse of the Product, Service or Service Data; or (c) any violation of data protection or privacy laws through YOUR use or misuse of the Product, Service, YOUR Account or the Service Data. Further, YOU warrant and indemnify the Licensor as to any information that is uploaded for use with the Product, including any names, businesses or organizations, and acknowledge that all subscribers and user information uploaded and used in the Product is with the permission and consent of the



individual, business and/or organization and indemnify and protect the Licensor against any contrary claim.

**6. CONFIDENTIALITY.** YOU shall maintain in strict confidence, and not use or disclose to others during or after the term of this Agreement any non-public information, proprietary information, trade secrets, or technical data relating to the Product disclosed by Licensor or otherwise obtained by YOU as a result of, or in connection with, your use of the Product (“**Confidential Information**”); provided, however, these obligations shall not apply to Confidential Information which: (a) is publicly available prior to disclosure or becomes publicly available thereafter not as a result of an act or omission by YOU; (b) YOU rightfully obtain from a third party without confidentiality obligations; (c) is in YOUR possession without confidentiality obligations prior to disclosure; or (d) is approved in writing by Licensor for release.

**7. ASSIGNMENT OF FEEDBACK.** Licensor shall exclusively own and have title to all feedback, reports and test results provided by YOU and any modifications or derivatives of the Product. YOU agree to assign, and do hereby irrevocably assign, to Licensor all right, title and interest in and to the foregoing, including assignment to Licensor of all ownership interest in any feedback, reporting, results, or any other related diagnostic or customer service information associated with YOUR use of the Product and related written materials. The foregoing shall not apply to YOUR proprietary information, if any, disclosed to Licensor.

**8. DISCLAIMER OF WARRANTY.** THE PRODUCT, SERVICE AND SERVICE DATA ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR YOUR USE, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. LICENSOR MAKES NO WARRANTY OR CONDITION AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH, OR THE PERFORMANCE OR NON-PERFORMANCE OF, THE PRODUCT, SERVICE OR SERVICE DATA INCLUDING THE FAILURE OF A SENDER’S MESSAGE OR COMMUNICATION TO BE TRANSMITTED BY THE PRODUCT, MOBILE APP OR SERVICE OR RECEIVED BY AN INTENDED RECEIVER. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE PRODUCT, MOBILE APP, SERVICE AND/OR SERVICE DATA IS AT YOUR SOLE RISK. LICENSOR DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE PRODUCT, SERVICE AND/OR SERVICE DATA AT THE TIMES OR LOCATIONS OF YOUR CHOOSING OR IN THE EVENT OF AN EMERGENCY OR NOTIFICATION OF AN EMERGENCY; THAT THE PRODUCT, SERVICE OR SERVICE DATA WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PRODUCT, SERVICE OR SERVICE DATA ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHER, LICENSOR DOES NOT REPRESENT AND WARRANT THAT YOU WILL RECEIVE PAYMENT OR GOODS AND SERVICES FROM THIRD PARTIES WHEN CONDUCTING TRANSACTIONS THROUGH THE PRODUCT AND/OR SERVICE, THAT YOU WILL

RECEIVE REFUNDS FROM PAYEES, THAT CHARGEBACKS WILL NOT OCCUR, OR THAT ANY MOBILE PAYMENT READER WILL WORK OR FUNCTION CORRECTLY AND/OR ACCURATELY WITH THE PRODUCT AND/OR SERVICE.

YOU FURTHER ACKNOWLEDGE THAT USE OF THE AGRONOMICAL AND SEASONAL CLIMATE TOOLS AND THE USE OF LICENSOR ADVICE AVAILABLE THROUGH YOUR CROP SEASON IS SOLELY AT YOUR OWN RISK, ALTHOUGH LICENSOR USES THE BEST TECHNOLOGIES CURRENTLY AVAILABLE TO OFFER ADVICE, NEXT SEASON SYSTEMS MAKES NO WARRANTY THAT THE ALL OF ITS TOOLS AND ADVICE WILL PROVIDE RESULTS THAT ARE ACCURATE, RELIABLE, OR USEFUL. NEXT SEASON SYSTEMS DOES NOT MAKE ANY WARRANTY OR REPRESENTATION AS TO THE USE OR THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ITS TOOLS AND ADVICE. IN NO EVENT WILL LICENSOR, ITS AFFILIATES, EMPLOYEES, AGENTS, LICENSORS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS A RESULT OF A DECISION MADE OR ANY ACTION TAKEN BY YOU IN RELIANCE ON THE WEATHER TOOLS OR ANY RESULTS OBTAINED FROM THEIR USE. YOU AGREE FURTHER THAT WE ARE NOT RESPONSIBLE TO YOU FOR ANYTHING THAT IS THE RESULT OF EVENTS BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, WAR, INSURRECTION, RIOTS, TERRORISM, CRIME, LABOR SHORTAGES (INCLUDING LAWFUL AND UNLAWFUL STRIKES), EMBARGOES, POSTAL DISRUPTION, COMMUNICATION DISRUPTION, FAILURE OR SHORTAGE OF INFRASTRUCTURE, SHORTAGE OF MATERIALS, OR ANY OTHER EVENT BEYOND OUR CONTROL.

**9. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LICENSOR ITS AFFILIATES, LICENSORS OR BUSINESS PARTNERS (COLLECTIVELY, THE “**RELATED PARTIES**”) HAVE ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR (I) ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, LOST PROFITS OR SALES, OR LOST OR CORRUPTED DATA ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE PRODUCT, SERVICE AND/OR SERVICE DATA, EVEN IF LICENSOR AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) THE COST OF PROCURING SUBSTITUTE PRODUCTS, TECHNOLOGY, SERVICES OR RIGHTS. IN ADDITION, IN NO CASE SHALL THE LIABILITY OF LICENSOR OR ANY OF THE RELATED PARTIES EXCEED THE AMOUNT OF FEES THAT WE RECEIVE FROM PAYMENTS MADE TO YOU THROUGH THE SERVICE DURING THE SIX (6) MONTHS PRIOR TO THE TIME THE CAUSE OF ACTION GIVING RISE TO LIABILITY AROSE.

**10. TERM AND TERMINATION.** This Agreement will take effect on the date YOU access and utilize the Product and will continue in effect unless terminated earlier pursuant to this Section. This Agreement may be terminated by YOU at any time by ceasing all use of the Product and uninstalling the Product. Licensor may terminate this Agreement at any time, with or without cause, by providing notice to YOU and/or preventing YOUR access to the Service



through the Product. Upon termination of this Agreement for any reason, or Licensor's request to YOU, YOU must immediately remove the Product and Service Data from YOUR computers, mobile devices (or other mobile devices upon which YOU have installed the Mobile App) and dispose of all originals and copies of the Product and Service Data in YOUR possession. Notwithstanding termination or expiration of this Agreement, YOUR representations, warranties, covenants and certification throughout this Agreement shall survive. All licenses granted hereunder shall terminate upon the termination or expiration of this Agreement. Termination shall be in addition to any rights and remedies available to either party at law or equity or under this Agreement.

## **11. BINDING ARBITRATION.**

**11.1. Arbitration Procedures.** YOU and Licensor agree that, except as provided in Section 10.4 below, all disputes, controversies and claims related to this Agreement (each a "**Claim**"), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "**JAMS Rules**") and under the terms set forth in this Agreement. In the event of a conflict between the terms set forth in this Section 10 and the JAMS Rules, the terms in this Section 10 will control and prevail. Except as otherwise set forth in Section 10.4, YOU may seek any remedies available to YOU under federal, state or local laws in an arbitration action. As part of the arbitration, both YOU and We will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in this Agreement, (i) YOU and Licensor may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND LICENSOR WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

**11.2. Location.** The arbitration will take place in YOUR place of residence if YOU so notify Licensor in YOUR notice of arbitration or within ten (10) days following receipt of Licensor's arbitration notice. In the absence of a notice to conduct the arbitration in YOUR hometown area, the arbitration will be conducted in Nebraska, unless the parties agree to video, phone and/or internet connection appearances.

11.3. **Limitations.** YOU and Licensor agree that any arbitration shall be limited to the Claim between Licensor and YOU individually.

YOU AND LICENSOR AGREE THAT (A) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (B) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (C) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

11.4. **Exceptions to Arbitration.** YOU and Licensor agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Claim seeking to enforce or protect, or concerning the validity of, any of YOUR or Licensor's intellectual property rights; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any Claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

12. **MISCELLANEOUS.** This Agreement may be amended only by a writing executed by both parties unless modified from time to time by Licensor and posted on the Site. The next time YOU use the Mobile App after such an update, YOU may be prompted to agree to or decline an update of this Agreement. YOU must agree to all revisions if YOU choose to continue using the Product. By using the Product, YOU agree to the then-current version of this Agreement as posted on the Site. If at any point YOU do not agree to any portion of the then-current version of this Agreement, YOU must immediately stop using the Product and uninstall the Product or Mobile App. This Agreement shall be governed by, and will be construed under, the laws of the United States of America and the laws of the State of Nebraska, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Except as provided in Section 10 above (and claims proceeding in any small claims court), all disputes arising out of or related to YOUR use of the Product, Mobile App, Service and/or Service Data shall be subject to the exclusive jurisdiction of the state and federal courts located within Nebraska and YOU agree to submit to the personal jurisdiction and venue of such courts. This Agreement constitutes the entire, final and integrated agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and communications, whether oral or written, between the parties relating to the subject matter hereof. Licensor reserves any rights or licenses other than those specifically granted herein. This Agreement shall not be assigned (by operation of law or otherwise) or transferred in any manner by YOU without the prior written consent of Licensor and any attempted assignment without Licensor's consent shall be null and void. YOU will comply fully with all relevant export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations (collectively "**Export Controls**"). Without limiting the generality of the foregoing, YOU will not, and YOU will require YOUR representatives not to, export, direct or transfer the Product, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls. If YOU are, or are entering into this Agreement on behalf of, any agency or instrumentality of the

United States Government, the Product is “commercial computer software” and “commercial computer software documentation,” and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the Mobile App are governed by the terms of this Agreement. YOU acknowledge that a breach of this Agreement would cause irreparable injury to Licensor for which monetary damages are not an adequate remedy. Accordingly, We shall be entitled to seek injunctive relief and other equitable remedies in the event of such breach.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CONTINUING TO USE OR INSTALL THE PRODUCT OR MOBILE APP, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS.