

Jason Yordy Enterprises LLC

End User License Agreement

Last Updated: January 21, 2015

This End User License Agreement (this “**Agreement**“) is a legal agreement between (i) you (either an individual or a single legal entity), and (ii) Jason Yordy Enterprises LLC and its Affiliates (“**JYE**“). By downloading, installing, activating or otherwise using JYE Products, you represent and warrant that you have the power and authority to enter into this Agreement, and you agree to be bound by these terms and conditions.

JYE Products provide information, estimates or recommendations based on models and third party sources, as well as Data provided by you or your equipment. Our services, models, data and recommendations may change over time. Individual results may vary, as growing conditions and farming practices differ across growers, locations and years. We do not guarantee any results, and none of JYE Products should be used as a substitute for sound farming practices, including diligent flock monitoring, or as a sole means for making farming, risk management or financial decisions. We recommend that you consult your service professionals before making financial, risk management and farming decisions.

Scope of this Agreement

This Agreement sets out how you can and cannot use JYE Products provided or licensed to you by us, and what we will and will not do in connection with your use, as well as other important legal restrictions and obligations. While some JYE Products may be provided or licensed to you for free, you or your Sales Representative will need to submit an order for certain fee-based JYE Products. Your order will become effective only if we accept the order.

Your Use of JYE Products

What you can do:

- As long as you comply with the terms of this Agreement, you and the individuals who work for you can use JYE Products for your internal use only in connection with your farming operations.
 - JYE Products are licensed, not sold, to you.
- If you have placed an order for a fee-based JYE Product, you can use that JYE Product only for the time set out in your order.
- We encourage you to let us know how we are doing or how you feel about JYE Products.

What you agree to do:

- provide accurate, reliable and appropriate Data

- pay all amounts set forth in the applicable order when due for any fee-based JYE Product
 - amounts listed in an order are exclusive of taxes and expenses, and you will be responsible for all applicable taxes, except for taxes based on JYE's income
 - unless otherwise specified, overdue amounts will accrue interest at the lesser of 1.5% per month or the highest rate allowed by law
- ensure that those individuals working for you comply with this Agreement
- keep your account information up to date
- manage all passwords for your authorized users and immediately notify us if you believe that your account is no longer secure

By entering into this Agreement, you also represent and warrant that you have a current owner or operator interest in the sheds or farms associated with your account or that you are an authorized service provider of the owner or operator of such sheds or farms.

What you cannot do:

- assign, transfer or sublicense this Agreement or the rights granted by us in this Agreement
- sell, lease, lend, license, distribute, re-distribute, copy, publicly perform or display, transmit or publish any JYE Products
- modify, edit, adapt, disassemble, scrape (through spidering, crawling or the like), decompile, reverse engineer or create derivative works from any JYE Products
- use JYE Products to develop or enhance any competitive product or service
- use JYE Products on land or equipment that you do not own or have a right to operate
- use JYE Products on behalf of any third party, including in any “service bureau” or similar capacity, or commercially exploit JYE Products other than for your farming operations
- use JYE Products to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of anyone or to publish material that is false, defamatory, harassing or obscene
- remove or modify any markings or notices of our or our licensors' proprietary rights
- violate or circumvent, or attempt to do so, any JYE Product security feature, including attempting to access or use any portion of JYE Products for which you have not paid all due and applicable amounts
- use or otherwise import, export or re-export JYE Products in any way that violates any applicable laws or security programs
 - In particular, but without limitation, JYE Products may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using JYE Product, you represent and warrant that you are not located in any such country or on any such list.

If you do any of the above, we may suspend or terminate your access to JYE Products and we will not be responsible in any way for your actions. You agree to defend and indemnify us against any claim arising out of a violation of any of the above, including, without limitation, for our attorneys' fees and costs, as well as any costs of collecting unpaid amounts.

What your Sales Representative can do for you:

- Your Sales Representative may create accounts for, provide Data to, and access your JYE Products, including all Data and Generated Data, and may provide Data, Generated Data, or other information related to your JYE Products to us.
 - You can revoke such consent at any time by written request to us.

JYE's Obligations

What we will do:

- We will make JYE Products available for ordering, subscription, or licensing through our own sales staff or through authorized third party dealers or representatives.
- We may provide updates, upgrades, releases and fixes to JYE Products.
 - You must install or use the most recent version of JYE Products and abide by any additional requirements.
 - We will try to notify you of any changes we make to JYE Products, though this may not always be possible.
 - We will not be responsible in any way for use of an outdated version of a JYE Product.
 - An update may result in a change, or discontinuation, of features of JYE Products.
- We may use your feedback on JYE Products for any purpose without restriction.

Your information:

- We will collect, use and share your information in accordance with our Privacy Policy.
 - We encourage you to read our Privacy Policy. We can send you a copy by mail if you wish.
- In addition, in order to avoid collecting duplicative information, we may access and use your information to set up your accounts for other JYE Products or JYE insurance products you purchase or use.
- We may also use your information internally to help us develop and enhance JYE's other farm management, agriculture decision support and precision agriculture products and services.

Insurance products:

- We will not require you to purchase an insurance policy from any of our Affiliates in order to purchase a JYE Product or open a JYE Product account. Information provided in any JYE Products do not modify the terms or conditions of any insurance policy or insurance claim administered by us or any of our Affiliates.

Ownership

As between JYE and you, we are the sole owner of JYE Products and Generated Data and all associated technology and intellectual property rights, and we reserve all rights in and to JYE Products and Generated Data. We do not grant you any rights or licenses under any of our technology or intellectual property rights, except as expressly granted in this Agreement.

Other important legal information

Limitations on liability and damages for use of JYE Products:

- Use of JYE Products is at your sole risk.
- We do not promise that your use of JYE Products will be uninterrupted or that JYE Products or Generated Data will meet your requirements, be accurate or be error-free.
- **JYE Products and any services performed or Generated Data provided by or through JYE Products are provided “as is” and “as available”, with all faults and without warranty of any kind, either express, implied or statutory, such as the warranties of yield response, merchantability, satisfactory quality, fitness for a particular purpose, quiet enjoyment or non-infringement of third party rights, all of which are expressly disclaimed.**
 - No oral or written information or advice given by us or our authorized third party representatives will create a warranty.
 - The disclaimers and exclusions in this Agreement will apply notwithstanding any failure of essential purpose of any limited remedy.
 - Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.
- JYE, and each of our respective employees, directors, shareholders, agents, successors, licensors or subcontractors, will not be liable for any loss or damage incurred as a result of a decision made or any action taken by you in reliance on JYE Products, Generated Data or any results obtained from their use.
- We have no responsibility, and will incur no liability whatsoever, arising from or related to Data not owned by you or any disclosure or use of your Data or Generated Data by a third party that you have granted access to your JYE Product or information.
- We are not responsible for any delays, limitations, delivery failures, losses or damages resulting from the transfer and transmission of data over communications facilities, including the internet.
- Neither you nor JYE will be liable for any indirect, incidental, punitive, special or consequential damages under this Agreement or for any claim by any third party.
- Our maximum liability arising out of or in the connection with any JYE Product will be the actual amounts you paid to us for such JYE Product during the 12 months prior to the date on which the relevant claim arises.

- If an action or lawsuit arising out of or related to a JYE Product is not commenced within one (1) year after the cause of action accrues, such cause of action is permanently barred.

Third party services:

- You are solely responsible for all requirements for access to or use of JYE Products through your mobile device, internet or telecommunications provider, or the terms related to the use of any required additional software.
- JYE Products may contain certain third party software provided under separate licenses, or enable access to third party websites, services, content or materials.
 - The terms and conditions of the applicable license control use of any third party software, websites, services, content or materials.
 - You bear all risk, and will be solely responsible for obtaining any necessary rights and licenses, for any use of or access to any third party software, websites, services, content or materials.

Effective date and termination:

- This Agreement will become effective when you first indicate your acceptance of this Agreement or on the effective date set out on your applicable order, whichever is earlier.
- Either you or JYE may terminate this Agreement if the other party materially breaches this Agreement and fails to remedy the breach within thirty (30) days of notice of such breach.
- We may terminate this Agreement if: (i) we no longer offer JYE Product; (ii) you do not pay your applicable amounts on time; (iii) your continued use of JYE Products violates this Agreement or any applicable law or regulation; or (iv) we believe that your account has been accessed without your authorization.
- If we or you terminate this Agreement: (i) your right to use or access your JYE Products will be terminated immediately, and you must immediately stop using the software, or you will no longer be able to access or use the service, as applicable; and (ii) your sole right and remedy will be a pro-rated refund of amounts paid by you based on the number of days remaining in your order and the total number of days in the order.

Entire agreement:

- This Agreement, together with all orders for any JYE Products and all other related documents and schedules, constitutes the entire agreement between you and JYE pertaining to your use of JYE Products and supersedes all other agreements previously existing between you and JYE regarding your use of JYE Products.
- The terms of an order for a JYE Product will control over conflicting terms in this Agreement, but only with respect to JYE Products in such order.

Other terms:

- The parties will perform under this Agreement as independent contractors. This Agreement does not create a joint venture, partnership, or formal business organization of any kind. This

Agreement is binding upon, inures to the benefit of, and is enforceable by the parties and their respective successors and assigns. The unenforceability of any provision will not affect any other provision in this Agreement, and any unenforceable provisions will be limited or eliminated to the minimum extent necessary. Failure to insist upon the performance of, or to exercise any rights under, this Agreement will not be construed as a waiver of any future performance or the future exercise of any such right. All rights and remedies under this Agreement are cumulative and in addition to any other rights and remedies available at law. Those provision(s) whose context indicates that it is intended to survive will survive termination or expiration of this Agreement.

Governing Law and Disputes

- This Agreement and all conduct, disputes and causes of action related to this Agreement will be governed by the laws of the State of Illinois, without reference to conflict of law principles.
 - The Uniform Computer Information Transactions Act and UN Convention on Contracts for the International Sale of Goods are explicitly disclaimed.
- Any dispute or claim arising out of or in connection with this Agreement will be finally settled by binding arbitration in Tazwell County, Illinois under the Rules of the American Arbitration Association by one (1) arbitrator appointed in accordance with said rules.
 - Judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction.

Force Majeure

Except for payment obligations, neither you nor JYE will be in breach of this Agreement or responsible for damages caused by delay or failure to perform its obligations hereunder due to circumstances beyond the control of the claiming party

Updates to this Agreement

We may change this Agreement, and we will try to let you know as soon as possible when we have made any changes. The “Last Updated” legend at the top of this page indicates when this Agreement was last revised. Any changes to this Agreement will become effective when we post or distribute the revised Agreement and will apply to your use of JYE Products after the effective date of the revised Agreement. You can view the most current version of this Agreement at: www.turkeytrac.com. Your use of JYE Products following these changes means that you accept the revised Agreement. If you do not wish to accept the new Agreement, you must stop using JYE Products.

Additional Requirements for Apple App

If you are using JYE Products through mobile application software on an Apple Inc. (“Apple”) device, including any iPhone, iPod touch or iPad devices (“Apple App”), you further acknowledge and agree

to the following: (i) this Agreement is between you and JYE only, not with Apple, and Apple is not responsible for the Apple App or JYE Products; (ii) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple App; (iii) you may use the Apple App on any Apple device you own or control and as permitted by the Usage Rules set forth in the Apple App Store Terms of Service; (iv) in the event of any failure of the Apple App to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the Apple App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Apple App; (v) JYE (and not Apple) is responsible for addressing any claims by you or any third party relating to the Apple App or your possession and/or use of the Apple App, including: (1) product liability claims; (2) any claim that the Apple App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation; (vi) in the event of a third party claim that the Apple App and/or your possession and use of the Apple App infringes that third party's intellectual property rights, JYE (and not Apple) is responsible for the investigation, defense, settlement and discharge of any such claim to the extent any such obligation exists; (vii) Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary of this Agreement solely with respect to this paragraph; (viii) you hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

Definitions

- "Affiliate" means any subsidiary or other entity that directly or indirectly is controlled by, or is under common control of, an entity.
- "JYE Products" means the following items provided by us to you, regardless of naming or branding, either alone or in combination with each other or with hardware: (i) farm management, agriculture decision support and precision agriculture software, in any form, or software as a service. This also includes (ii) farm management, agriculture decision support and precision agriculture services, (iii) the websites, applications and technology platforms that deliver, or allow you to access, these software or software as a service products or services; or (iv) all related documentation, updates, upgrades, releases and fixes.
- "Data" means the location, farm maps, barn specifications, JYE, flock performance data, flock specifications, flock losses, flock yield, environmental, farming practice, account information and other information and data that is uploaded, inputted, transmitted or stored to or in your JYE Products, directly by you or your Sales Representative or through your equipment.
- "Generated Data" means data, features, functionality, tools, analyses, results, estimates, recommendations and other information generated, published, displayed, transmitted or made available in or by JYE Products, whether or not related to Data.
- "Sales Representative" means your dealer that sold your JYE Product(s) to you.

Contacting Us

Any notice required to be given under this Agreement will be in writing and mailed by certified or registered mail (return receipt requested), delivered by a national overnight express service or transmitted by facsimile, telex, e-mail or other method of simultaneous transmission, and such notice will be deemed to have been received by the receiving party upon delivery or transmission or, in the case of mail, 48 hours after mailing. Notice by mail to you will be sent to the address provided in your JYE Product account. Notice to us will be sent to:

Jason Yordy Enterprises LLC

Attn: Legal Department

412 N Third Avenue

Morton, IL 61550

Email: jason.yordy@jasonyordyenterprises.com