

DigitalBeef® CowCalf Pre-Release Services Agreement

This CowCalf Pre-Release Services Agreement (this “**Agreement**”) is entered into between DigitalBeef, LLC® (“**DigitalBeef®**”) and the DigitalBeef® customer who accepts this Agreement using DigitalBeef’s® online contract process (“**you**”) and is effective on the date that you accept the Agreement (the “**Effective Date**”).

Your use of the Pre-Release services is permitted on the condition that you agree to each term in this Agreement. If you do not accept this Agreement in full, and as written, you may not use the Pre-Release Services.

An individual who accepts this Agreement on behalf of a company or other entity represents and warrants to DigitalBeef that he or she has the authority to accept this Agreement on behalf of that company or other entity.

- 1. Pre-Release Services.** DigitalBeef® has invited you to evaluate the pre-release version of CowCalf (the “**Pre-Release Services**”) and provide feedback regarding your experience. The Pre-Release Services are made available to you on the following terms, conditions, disclaimers, and restrictions:
 - (i) the Pre-Release Services are provided **AS IS**, with no representation or warranty whatsoever;
 - (ii) DigitalBeef® is not obligated to provide technical assistance or other support for your use of the Pre-Release Services, and any support it elects to provide is provided **AS IS**, and **AS AVAILABLE**;
 - (iii) the Pre-Release Services are not ready for use in a live production environment; use in a live production environment may expose you to unusual risks of operational failures;
 - (iv) DigitalBeef® may terminate the Pre-Release Services at any time, in its sole discretion;
 - (v) the commercial release of the services provided to you under this Agreement may change substantially from the pre-release version of the services, and programs that use or interoperate with the pre-release version may not work with the commercial release or subsequent releases; and
 - (vi) all information regarding your use of the Pre-Release Services, including your experience with and opinions regarding the Pre-Release Services, will be DigitalBeef’s® confidential information and you may not use or disclose that information to any person other than DigitalBeef® or for any purpose unrelated to providing feedback to DigitalBeef regarding the Pre-Release Services.
- 2. Feedback.** You agree to provide prompt feedback regarding your experience with the Pre-Release Services in a form reasonably requested by DigitalBeef®, including information necessary to enable DigitalBeef® to duplicate errors or problems you experience. Any intellectual property inherent in your feedback or arising from your use of the Pre-Release Services is owned exclusively by DigitalBeef® and DigitalBeef® may use your feedback for any purpose, including product development purposes. At DigitalBeef’s® request you will provide DigitalBeef® with comments that DigitalBeef® may use for press materials, marketing materials, and other public facing materials.
- 3. Warranty Disclaimer.** To the extent permitted by applicable law, DigitalBeef® disclaims any and all warranties with respect to the Pre-Release Services including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

- 4. Limits on Liability.** Notwithstanding anything in the Agreement to the contrary, except for liability based on fraud or fraudulent misrepresentation and liability for death or personal injury resulting from DigitalBeef's® gross negligence, the maximum aggregate liability of DigitalBeef® and any of its employees, agents, suppliers, or affiliates in connection with the Pre-Release Services, this Agreement, and any act or omission related to the Pre-Release Services or Agreement, whether occurring before or after the execution of the Agreement, for breach of contract, tort (including negligence) or otherwise shall not exceed Five Hundred US Dollars (US\$500.00). In addition, DigitalBeef is not liable to you for: (a) any indirect, special, incidental or consequential loss or damages of any kind; (b) any loss of profit; (c) any loss of use; (d) any loss of data; (e) any anticipated savings or revenue; or (f) for any loss that could have been avoided by your use of reasonable diligence.
- 5. Complete Agreement.** This Pre-Release Agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces in its entirety any prior or contemporaneous agreement or understanding, written or oral.