

APPLICATION TERMS OF USE
VERSION 1.1
LAST REVISED ON: JULY 09, 2026

The website located at www.sunriseabs.com, the Sunrise 360 mobile applications, or any other application, platform, tool, or API (together, the “**Applications**”) made available by us are copyrighted works belonging to Sunrise AgriBusiness Solutions LLC (“**Company**”, “**us**”, “**our**”, and “**we**”) and its licensors. The Applications include features for agricultural data collection, analysis, artificial intelligence and machine learning-driven insights, advisory services, and integrations with third-party data providers and services (including futures commission merchants, market data providers, and commodity pricing services). Your use of our advisory services will be governed by a separate services agreement (each, a “**Services Agreement**,” and collectively, the “**Services Agreements**”), which must be executed separately from these Terms. In the event of any conflict between these Terms and any Services Agreement, the applicable Services Agreement shall control with respect to the advisory services. Certain features of the Applications may be subject to additional guidelines, terms, or rules, which will be posted on the Applications in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS OF USE (THESE “**TERMS**”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE APPLICATIONS. BY ACCESSING OR USING THE APPLICATIONS, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE APPLICATIONS OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE APPLICATIONS. FAILURE TO MAKE TIMELY PAYMENTS TO US MAY RESULT IN SUSPENSION OR TERMINATION OF YOUR ACCESS TO THE APPLICATIONS. THE COMPANY RESERVES THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCOUNT UPON FIVE (5) BUSINESS DAYS' WRITTEN NOTICE FOR LATE OR FAILED PAYMENTS, UNLESS YOU CURE SUCH PAYMENT FAILURE WITHIN THE NOTICE PERIOD.

PLEASE BE AWARE THAT SECTION 10.3 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND COMPANY. AMONG OTHER THINGS, SECTION 10.3 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION IN KANSAS UNDER KANSAS LAW. SECTION 10.3 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 10.3 CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

1. ACCOUNTS

1.1 Account Creation. In order to use certain features of the Applications, you must register for an account (“**Account**”) and provide certain information about yourself as prompted by our account registration forms. You must be at least 18 years of age to create an Account and use the Applications. You represent and warrant that: (a) you are at least 18 years of age; (b) all required registration information you submit is truthful and accurate; and (c) you will maintain the accuracy of such information. You may request deletion of your Account at any time by following the instructions on the Applications, subject to any outstanding obligations or payments owed to Company

and completion of any active subscription term. Account deletion does not affect Company's rights to User Content previously submitted or collected. Company may suspend or terminate your Account in accordance with Section 8.

1.2 Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Your Account is personal to you and may not be shared with, transferred to, or assigned to any other person or entity without Company's prior written consent. Any attempt to share, transfer, or assign your Account without such consent is void and may result in termination of your Account. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. ACCESS TO THE APPLICATIONS

2.1 License Grant. Subject to these Terms, the Services Agreements (where applicable), and your continued compliance therewith, we hereby grant you a limited, revocable, non-transferable, non-exclusive license to use the Applications, including any AI-generated outputs, analyses, or recommendations provided through the Applications, solely for your internal agricultural business purposes in accordance with the documentation and instructions provided by Company. You are expressly prohibited from sublicensing any rights granted under this license. This license is subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Applications or any data derived from the Applications, whether in whole or in part, or any content displayed on the Applications; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Applications, including any AI or machine learning models, algorithms, training data, or model weights, or attempt to extract, replicate, or derive the logic, architecture, or parameters of any AI or machine learning model used in the Applications; (c) you shall not access the Applications in order to build a similar or competitive application, product, or service; (d) you shall not use any AI-generated outputs or data from the Applications as training data for any competing artificial intelligence or machine learning model or system; and (e) except as expressly stated herein, no part of the Applications may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Applications shall be subject to these Terms. All copyright and other proprietary notices on the Applications (or on any content displayed on the Applications) must be retained on all copies thereof. All rights not expressly granted herein are reserved by us and our licensors. The limited license provided does not transfer any intellectual property rights.

2.2 API Technical Compliance. You agree to comply fully with all API technical specifications, integration guidelines, and best practices provided by Company in the documentation. Compliance obligations include but are not limited to: (a) adhering to rate limits and throttling requirements; (b) implementing proper error handling and retry logic; (c) maintaining current API versions and promptly updating to new versions when notified; (d) following all security protocols and authentication requirements; (e) implementing and maintaining appropriate logging and monitoring; and (f) using the API only in accordance with the documented use cases and parameters. Failure to comply with these technical requirements may result in suspension or termination of API access and constitute a material breach of this Agreement.

2.3 Sublicensing. Sublicensing is strictly prohibited. You may not grant any third party the right to use the Applications, whether for compensation or without charge.

2.4 Modification. Company reserves the right, at any time, to modify, suspend, or discontinue the Applications (in whole or in part) with or without notice to you. Company will use commercially reasonable efforts to provide advance notice of material modifications, suspensions, or discontinuations where practicable, but Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Applications or any part thereof.

2.5 No Support or Maintenance. You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Applications.

2.6 Ownership. Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Applications and its content, including all AI-generated outputs, models, algorithms, inferences, insights, and derivative works produced by the Applications, are owned by Company or Company's suppliers. Neither these Terms nor your access to the Applications transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth herein. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

2.7 Feedback. If you provide Company with any feedback, suggestions, ideas, improvements, or other information regarding the Applications ("**Feedback**"), you hereby irrevocably assign and transfer to Company all worldwide rights, title, interest, and intellectual property rights in and to such Feedback and agree that Company shall have the right to use, modify, and fully exploit such Feedback and related information in any manner it deems appropriate, without compensation or attribution to you. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

3. USER CONTENT

3.1 User Content. "**User Content**" means any and all information and content that you or a user submits to, or uses with, the Applications, including but not limited to agricultural data such as field boundaries, yield data, transaction-related information, input data, livestock records, and other farm management information. User Content also includes agricultural data collected by Company personnel during authorized farm visits or data collection activities, and any data you direct the Company to retrieve or access from third-party sources on your behalf, subject to any applicable terms and restrictions imposed by such third-party sources. In the event of any conflict between these Terms and any separate written agreement between you and Company regarding data collection, such separate agreement shall control solely with respect to the data collection activities addressed therein. You retain ownership of your User Content subject to the license grants in these Terms, and you are solely responsible for it. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by us or any other person, or any disclosure of your User Content that personally identifies you or any third party. You represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.4). You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by Company. Since you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Company is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

3.2 License. You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, perpetual, non-exclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, for any purpose including but not limited to providing, improving, and developing the Applications and Company's other products and services, training, developing, and improving artificial intelligence or machine learning models and algorithms, generating insights, analytics, and benchmarks, and fulfilling Company's obligations to third-party data providers. Without limiting the foregoing, Company may create and use aggregated, anonymized, or de-identified data derived from your User Content, as well as any models, algorithms, inferences, or outputs generated through artificial intelligence or machine learning processing of User Content, for any lawful business purpose, including benchmarking, analytics, product development, and providing services to third parties, and such aggregated, anonymized, or de-identified data and AI-derived outputs shall not be considered User Content. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

3.3 API Data Processing and Transmission. You acknowledge that data transmitted through the Applications and API may be processed, stored, and transmitted across Company's systems and networks. Company will implement commercially reasonable technical and organizational measures to protect data during API transmission and processing. You are solely responsible for ensuring that any data you transmit through the API complies with applicable laws, these Terms, and any applicable third-party provider terms governing data accessed

through the Applications. Company may cache, store, and process API data as necessary to provide the Applications and services. Data retention periods and storage locations shall be determined by Company in its sole discretion, subject to applicable law. You shall ensure that all data transmitted through the API is properly formatted according to the technical specifications and does not contain malicious code or unauthorized content.

3.4 Acceptable Use Policy. The following terms constitute our “Acceptable Use Policy”:

(a) You agree not to use the Applications to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable, (iii) that is harmful to minors in any way, or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Applications any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Applications unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Applications to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Applications, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Applications (or to other computer systems or networks connected to or used together with the Applications), whether through password mining or any other means; (vi) harass or interfere with any other user’s use and enjoyment of the Applications; (vii) use software or automated agents or scripts to produce multiple accounts on the Applications, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Applications; or (viii) attempt to manipulate, circumvent, or exploit AI or machine learning features of the Applications, including through prompt injection, adversarial inputs, systematic querying designed to extract training data or model parameters, or any other technique intended to subvert the intended operation of the Applications’ AI systems.

3.5 Enforcement. We reserve the right (but have no obligation) to review, refuse and/or remove any User Content in our sole discretion, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

4. INDEMNIFICATION. You agree to indemnify and hold Company (and its parent companies, subsidiaries, affiliates, successors, assigns, officers, directors, employees, and agents) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Applications, including any reliance on or use of AI-generated outputs, analyses, or recommendations, (b) your violation of these Terms, (c) your violation of applicable laws or regulations, (d) your User Content, or (e) your misuse, redistribution, or unauthorized disclosure of any third-party data or content accessed through the Applications, including market data, commodity pricing, futures information, or other data sourced from third-party providers. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it; provided, however, that the failure to provide such notice shall not relieve you of your indemnification obligations hereunder.

5. THIRD-PARTY LINKS & ADS; OTHER USERS

5.1 Third-Party Links, Ads & Services. The Applications may contain links to third-party websites and services, display advertisements for third parties, and integrate with material third-party services (collectively,

"**Third-Party Links, Ads & Services**"). Such Third-Party Links, Ads & Services are not under the control of Company, and Company is not responsible for any Third-Party Links, Ads & Services. The Company provides access to these Third-Party Links, Ads & Services only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links, Ads & Services. You use all Third-Party Links, Ads & Services at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads or use integrated third-party services, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links, Ads & Services.

5.2 The Company reserves the right to discontinue, replace, or modify any Third-Party Links, Ads & Services with reasonable notice to users. In the event of discontinuation of a material third-party service, the Company will use commercially reasonable efforts to provide users with advance notice, except in cases of security risks, third-party provider actions beyond Company's reasonable control, or legal requirements that necessitate immediate discontinuation. Users will be informed via email or in-application notification about any changes to material third-party integrations.

5.3 Other Users. Each user of the Applications is solely responsible for any and all of its own User Content. Since we may upload but do not ultimately control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, appropriateness, or quality of any User Content. Your interactions with other users of the Applications are solely between you and such users. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any other user of the Applications, we are under no obligation to become involved.

5.4 Release. Except as otherwise set forth in separate service agreements between you and the Company, you hereby release and forever discharge Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, your use of the Applications (including any interactions with, or act or omission of, other Applications users or any Third-Party Links & Ads). YOU HEREBY WAIVE ANY RIGHTS UNDER ANY STATUTE OR COMMON LAW PRINCIPLE IN ANY JURISDICTION THAT WOULD OTHERWISE LIMIT A GENERAL RELEASE TO ONLY THOSE CLAIMS KNOWN OR SUSPECTED TO EXIST AT THE TIME OF EXECUTING THE RELEASE, INCLUDING BUT NOT LIMITED TO CALIFORNIA CIVIL CODE SECTION 1542 AND ANY SIMILAR STATUTE OR COMMON LAW PRINCIPLE IN KANSAS, NEBRASKA, MISSOURI, COLORADO, SOUTH DAKOTA, OKLAHOMA, OR ANY OTHER APPLICABLE JURISDICTION.

6. DISCLAIMERS

THE APPLICATIONS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE APPLICATIONS WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF ANY AGRICULTURAL DATA, CROP INFORMATION, MARKET DATA, COMMODITY PRICING, FUTURES DATA, OR OTHER CONTENT AVAILABLE THROUGH THE APPLICATIONS, INCLUDING ANY DATA OR INFORMATION SOURCED FROM THIRD-PARTY PROVIDERS, AND YOU ACKNOWLEDGE THAT ANY RELIANCE ON SUCH INFORMATION IS AT YOUR OWN RISK. OUTPUTS, ANALYSES, RECOMMENDATIONS, AND INSIGHTS PROVIDED THROUGH THE APPLICATIONS ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE PROFESSIONAL

AGRICULTURAL, FINANCIAL, INVESTMENT, OR LEGAL ADVICE. COMPANY IS NOT RESPONSIBLE FOR ERRORS, OMISSIONS, DELAYS, OR INACCURACIES IN DATA PROVIDED BY THIRD-PARTY SOURCES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE APPLICATIONS, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO 90 DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE APPLICATIONS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR COSTS ARISING FROM OR RELATED TO: (I) API DOWNTIME, UNAVAILABILITY, OR PERFORMANCE ISSUES; (II) INTEGRATION FAILURES OR INCOMPATIBILITIES; (III) ERRORS IN DATA TRANSMISSION THROUGH THE API; (IV) CHANGES TO API SPECIFICATIONS OR FUNCTIONALITY; (V) SUSPENSION OR TERMINATION OF API ACCESS; (VI) INACCURACIES, ERRORS, OR DELAYS IN DATA PROVIDED BY THIRD-PARTY SOURCES, INCLUDING MARKET DATA, COMMODITY PRICING, OR FUTURES INFORMATION; OR (VII) DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE ON AI-GENERATED OUTPUTS, ANALYSES, OR RECOMMENDATIONS PROVIDED THROUGH THE APPLICATIONS. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION SHALL LIMIT YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 4. ACCESS TO, AND USE OF, THE APPLICATIONS IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) TWENTY-FIVE US DOLLARS OR (B) THE TOTAL AMOUNTS PAID BY YOU TO COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS. FOR THE AVOIDANCE OF DOUBT, THIS LIABILITY CAP DOES NOT LIMIT YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 4.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN SITUATIONS, SO SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

8. TERM AND TERMINATION. Subject to this Section, these Terms will remain in full force and effect while you use the Applications. We may suspend or terminate your rights to use the Applications (including your Account) immediately at any time for any reason at our sole discretion, with or without cause, and without any liability to you, including for any use of the Applications in violation of these Terms; provided, however, that termination for late or failed payments shall be subject to the notice and cure provisions set forth in these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Applications will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases; provided that Company will use commercially reasonable efforts to make your User Content available for export for thirty (30) days following termination, after which Company may delete such User

Content without further notice or liability. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2.1 through 2.7, Section 3 and Sections 4 through 10.

9. COPYRIGHT POLICY.

Company respects the intellectual property of others and asks that users of our Applications do the same. In connection with our Applications, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Applications who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Applications, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for Company is:

Travis Brunner
Sunrise ABS
2905 Vine Street
Hays, Kansas 67601
Telephone: 785-301-1164

10. GENERAL

10.1 Changes. These Terms are subject to revision at Company's sole discretion, and if we make any material changes, we will provide you with at least thirty (30) days' prior notice of such changes, such as by sending you an e-mail to the last e-mail address you provided to us (if any), by prominently posting notice of the changes on our Applications, or updating the "Last Revised On" date at the top of these Terms. Non-material changes will be effective upon posting. If you do not agree to any material changes, you have the right to terminate your account and discontinue use of the Applications within the thirty (30) day notice period by providing written notice to Company at 2905 Vine Street, Hays, Kansas 67601, or email to learnmore@sunriseabs.com; provided, however, that such termination shall not relieve you of any obligations or amounts owed to Company that accrued prior to the effective date of termination. Continued use of our Applications following the effective date of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

10.2 Security Updates. Notwithstanding the above notice requirements, we may deploy critical security updates to the Applications immediately and without prior notice when necessary to maintain the security and integrity of the Applications. Security and critical updates are mandatory for continued use of the service. We will make

reasonable efforts to inform you of such updates as soon as practicable after their deployment. Non-critical updates may be optional but are recommended to ensure optimal performance and access to the latest features.

10.3 Dispute Resolution. Please read the following arbitration agreement in this Section (the “**Arbitration Agreement**”) carefully. It requires you to arbitrate disputes with Company, its parent companies, subsidiaries, affiliates, successors and assigns and all of their respective officers, directors, employees, agents, and representatives (collectively, the “**Company Parties**”) and limits the manner in which you can seek relief from the Company Parties.

(a) **Applicability of Arbitration Agreement.** You agree that any dispute between you and any of the Company Parties relating in any way to the Applications, the services offered on the Applications (the “**Services**”) or these Terms will be resolved by binding arbitration, rather than in court, except that (1) you and the Company Parties may assert individualized claims in small claims court if the claims qualify, remain in such court and advance solely on an individual, non-class basis; and (2) you or the Company Parties may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall survive the expiration or termination of these Terms and shall apply, without limitation, to all claims that arose or were asserted before you agreed to these Terms (in accordance with the preamble) or any prior version of these Terms.** This Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief against the Company Parties on your behalf. For purposes of this Arbitration Agreement, “**Dispute**” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Agreement as well as claims that may arise after the termination of these Terms.

(b) **Informal Dispute Resolution.** There might be instances when a Dispute arises between you and Company. If that occurs, Company is committed to working with you to reach a reasonable resolution. You and Company agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Company therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Company that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to: learnmore@sunriseabs.com, or by regular mail to 2905 Vine Street, Hays, Kansas 67601. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party’s Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

(c) **Arbitration Rules and Forum.** These Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Process described above does not result in a mutually satisfactory resolution within 60 days after Company’s receipt of your Notice, you and Company agree that

either party shall have the right to finally resolve the Dispute through binding arbitration. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS' most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**"). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request.

Unless you and Company otherwise agree, or the Batch Arbitration process discussed in Subsection 10.3(h) is triggered, the arbitration will be conducted in Johnson County, Kansas. These Terms and any dispute between you and Company, whether or not subject to arbitration, shall be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to any choice of law or conflict of law provisions, except to the extent that mandatory consumer protection laws of your state of residence apply and cannot be waived by contract. Any court proceedings shall be brought exclusively in the state or federal courts located in Kansas. Subject to the JAMS Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any JAMS fees and costs will be solely as set forth in the applicable JAMS Rules.

You and Company agree that all materials and documents exchanged during the arbitration proceedings shall be kept strictly confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, who must be bound by written confidentiality obligations at least as restrictive as those contained herein, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential; provided, however, that either party may disclose such materials to the extent required by applicable law, regulation, or valid court order, after providing reasonable advance notice to the other party where permitted.

(d) Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve all disputes subject to arbitration hereunder including, without limitation, any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class or Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class or Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class or Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual party under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which any award

(or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

(e) **Waiver of Jury Trial.** EXCEPT AS SPECIFIED IN SECTION 10.3(A) YOU AND THE COMPANY PARTIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and the Company Parties are instead electing that all covered claims and disputes shall be resolved exclusively by arbitration under this Arbitration Agreement, except as specified in Section 10.3(a) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(f) **Waiver of Class or Other Non-Individualized Relief.** YOU AND COMPANY AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 10.3(H), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the Subsection 10.3(h) entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class or Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Company agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Kansas. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Company from participating in a class-wide settlement of claims.

(g) **Attorneys' Fees and Costs.** The prevailing party shall be entitled to recover reasonable attorneys' fees and costs in arbitration where the non-prevailing party's claims or defenses were brought for an improper purpose or made in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The arbitrator may also award attorneys' fees and costs against any party whose claims or defenses are brought for an improper purpose or made in bad faith. If you or Company need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

(h) **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and Company agree that in the event that there are 100 or more individual Requests of a substantially similar nature filed against Company by or with the assistance of the same law firm, group of law firms, or organizations, within a 30 day period (or as soon as possible thereafter), the JAMS shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the JAMS, and the

JAMS shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Company.

You and Company agree to cooperate in good faith with the JAMS to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

(i) 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending a timely written notice of your decision to opt out to the following address: 2905 Vine Street, Hays, Kansas 67601, or email to learnmore@sunriseabs.com, within 30 days after first accepting these Terms containing this Arbitration Agreement. Your notice must include your name and address and a clear statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have with us or may enter into in the future with us.

(j) Invalidity, Expiration. Except as provided in the subsection entitled “Waiver of Class or Other Non-Individualized Relief”, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Company as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

(k) Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, you may reject that change within 30 days of such change becoming effective by writing Company at the following address: 2905 Vine Street, Hays, Kansas 67601, or email to learnmore@sunriseabs.com. Unless you reject the change within 30 days of such change becoming effective by writing to Company in accordance with the foregoing, your continued use of the Applications and/or Services, including the acceptance of products and services offered on the Applications following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services or of the Applications, any communications you receive, any products sold or distributed through the Applications, the Services, or these Terms, the provisions of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms) remain in full force and effect. Company will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

10.4 Export. The Applications may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

10.5 Disclosures. Company is located at the address in Section 10.9. If you have any complaints regarding the Applications, you may contact Company at the address set forth in Section 10.9.

10.6 Electronic Communications. The communications between you and Company use electronic means, whether you use the Applications or send us emails, or whether Company posts notices on the Applications or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

10.7 Entire Terms. These Terms, together with the Services Agreements (if applicable), constitute the entire agreement between you and us regarding the use of the Applications and Services. If Company collects and processes certain personal data about you, the parties will comply with Company's Data and Privacy Policy found here [\[INSERT LINK\]](#). If you receive advisory services from us, such services are governed by those separate Services Agreements, which must be executed prior to receiving any recommendations or advice from us. For clarity, while these Terms govern your use of the Applications, those other agreements govern the provision of advisory services and related obligations to you. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company varies based on the services utilized: (1) for Application use, you are an end user, (2) for agricultural data collection, Company personnel act as authorized representatives uploading field data, crop conditions, and related agricultural information to your account on your behalf and at your direction, and (3) for advisory services, Company acts as your advisor subject to the terms of the Services Agreements. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign, transfer, delegate, or otherwise dispose of these Terms or any rights and obligations under these Terms without your consent, including but not limited to assignments in connection with mergers, acquisitions, corporate reorganizations, or sale of assets. The terms and conditions set forth in these Terms shall be binding upon assignees.

10.8 Copyright/Trademark Information. Copyright © 2025-2026 Sunrise AgriBusiness Solutions LLC. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Applications are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

10.9 Contact Information:

Travis Brunner
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