



END USER AGREEMENT

This End User Agreement ("Agreement") is between ISA Management Solutions, Inc., an Iowa corporation d/b/a Checkoff Pro ("Checkoff Pro" or "Us", "We", "Our" or similar pronouns) and YOU, the End User of Checkoff Pro's software subscription service for first-purchasers under commodity check off programs (the "Service"). By using the Service, YOU agree to comply with, and be bound by, this Agreement. If YOU do not agree to be bound by this Agreement, YOU must not use the Services.

Checkoff Pro reserves the right to revise, amend, or modify this Agreement at any time, and any such revisions will be effective ten (10) days after posting on Checkoff Pro's website at <https://checkoffpro.com> (the "Site"). YOU agree that YOUR continued use of the Service after the effective date of any such revision, amendment or modification will constitute YOUR acceptance thereof and YOU shall thereafter be bound by the terms of this Agreement, as revised, modified or amended. IT IS YOUR RESPONSIBILITY TO CHECK the Site regularly, as all or any part of this Agreement may change without notice.

Provision of the Services.

Checkoff Pro grants YOU the nonexclusive, limited-time subscription and right to use the Service in accordance with this Agreement. Checkoff Pro may, in its sole discretion, change, modify, upgrade or discontinue any aspect or feature of the Site or the Service, in whole or in part. Such changes, upgrades, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes to the Site. YOU are solely responsible for the confidentiality and security of all of YOUR user names and passwords.

PROHIBITED USES OF THE SERVICE. As a condition to YOUR use of the Service, Checkoff Pro prohibits the following activities:

1. Unlawful or Improper Use of the Service. YOU may not use the Service in a manner prohibited by any applicable laws or regulations. Without limiting the foregoing, YOU may not use the Service for any unlawful or abusive purpose, in any way that could damage, disable, overburden, or impair any Checkoff Pro property, or in any way that directly or indirectly interferes with or disrupts Our network or adversely affects another's use or enjoyment of any Service, including other Checkoff Pro subscribers and other end users. YOU may not use or attempt to use the Service in any manner to avoid incurring charges for or otherwise being required to pay for such Services. YOU may not circumvent or attempt to circumvent user authentication or security of any host, network, network element, or account (also known as "cracking" or "hacking"). This includes, but is not limited to, accessing data not intended for YOU, logging into a server or account that YOU are not expressly authorized to access, or probing the security of other networks. YOU may not interfere or attempt to interfere with any services to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. YOU may not use any kind of program/script/command, or send messages of any kind, designed to interfere with (or which does interfere with) any server or a user's session, by any means, locally or via the Internet. The Service is intended for periodic, active use. YOU may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging is prohibited.

2. Intellectual Property Infringement. YOU may not use the Service to store, transmit or receive any material that infringes on any patent, trademark, trade secret, copyright, or other proprietary, intellectual property or any other right of any person or entity, including, but not limited to, the unauthorized copying of copyrighted material. YOU are also prohibited from using the Service to interfere with any technical

measures employed by Checkoff Pro to ensure compliance with this Agreement or the proper operation of the Site or the Service.

3. Objectionable Material. YOU may not use the Service to solicit, store, post, transmit, disseminate, or otherwise make available data or information that is unlawful, harmful, threatening, abusive, harassing, libelous, defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would constitute a criminal offense, gives rise to a civil liability, or otherwise violates any local, state, national, or international law, order, rule, or regulation.

4. Invasion of Privacy or Unauthorized Disclosure of Data. All data contained in or available through the Site or the Service is property of either Checkoff Pro or its customers. Unauthorized disclosure of such data by YOU for any purpose, including, but not limited to, news or information gathering, violating the privacy rights of any individual, breaching the confidentiality of any customer, or embarrassing any individual or customer is expressly prohibited.

5. Fraudulent Activity. YOU may not use the Service to engage in any fraudulent, criminal, illegal or improper activity.

6. Impersonation. YOU may not use the Service to impersonate any person or entity, or falsely state or otherwise misrepresent YOUR affiliation with any person or entity, or to create a false identity for the purpose of misleading others. Without limiting the foregoing, YOU may not use login credentials for which you are not expressly authorized. Further, YOU may not alter, obscure or forge the MAC or IP addresses of the network's equipment or systems used by Checkoff Pro to provide the Service.

7. Software Viruses. YOU may not introduce, or allow to be introduced, any worms, Trojan Horses, time bombs, cancelbots, corrupted files, or other code that manifests contaminating or destructive properties to the Site or the Service or Checkoff Pro's system. YOU may not engage in activities that disrupt the use of or interfere with the ability of others to effectively use the Service or any connected network, system, service, or equipment.

8. Collecting Information. YOU may not use the Service to store or collect, or attempt to store or collect, information about any person or entity without their prior knowledge and consent.

9. Use of Your Account by Others. YOU may not, through action or inaction, allow others to use the Service for illegal or improper activities or for any purpose or in any manner prohibited by this Agreement. YOU may not permit YOUR network, through action or inaction, to be configured in such a way that gives any person or entity the capability to use the Service in an illegal or improper manner or for any purpose or in any manner prohibited by this Agreement.

10. Hacking. YOU may not access illegally, or without authorization, computers, accounts, equipment or networks belonging to any person or entity, or attempt to penetrate security measures of another system, or engage in any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

11. Facilitating a Violation of this Agreement. YOU may not advertise, transmit, or otherwise make available any software or other product, or any service, that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

12. Export Control Violations. YOU may not use the Service for the transfer of technology, software, or other materials in violation of applicable export laws and regulations, including, but not limited to, the U.S. Export Administration Regulations and related Executive Orders.

ILLEGAL AND FRAUDULENT ACTIVITY

YOU acknowledge and agree that Checkoff Pro may cooperate fully with investigations of possible illegal activity or violations of systems or network security of the Site or other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. End-users who violate systems or network security may incur criminal and/or civil liability. Checkoff Pro may immediately suspend or terminate YOUR access to the Service if Checkoff Pro suspects abuse or fraudulent use of the Service, interference with Our network, or violation of this Agreement, and may notify the appropriate authorities if it reasonably believes that such abuse or fraudulent use is in violation of applicable law. YOU must cooperate with Checkoff Pro in any investigation and use any prevention measures that Checkoff Pro prescribes. YOUR failure to provide reasonable cooperation may result in YOUR liability for all fraudulent, illegal or other improper usage.

TERM AND TERMINATION

This Agreement shall commence on the date YOU create your account and shall remain in effect until terminated by YOU or Us (the "Term"). Either Party may terminate this Agreement at any time upon not less than five (5) days' notice to the other Party of its intent to terminate this Agreement, unless earlier terminated as provided herein. Upon expiration or termination of this Agreement, YOU will immediately discontinue all access and use of the Service. In addition to any rights that accrued prior to termination, YOUR indemnification obligation to Us shall survive termination of this Agreement.

VIOLATIONS OF AGREEMENT

1. In the event of an actual or suspected violation of this Agreement, Checkoff Pro may, without limitation, restrict YOUR access to Checkoff Pro's network, or immediately suspend or terminate YOUR access to the Service. Except as expressly provided herein, the rights and remedies of Checkoff Pro are cumulative and not exclusive of any rights or remedies that Checkoff Pro may otherwise have at law or in equity. Waiver of any violation of this Agreement by Checkoff Pro shall not act as a waiver of any subsequent violation, nor shall it be deemed to be a waiver of the underlying obligation or term. No failure or delay by Checkoff Pro in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. YOU should read this Agreement in conjunction with the terms for any applicable Service and Our other policies which are set forth on Our website. Checkoff Pro has the right but not the obligation to monitor or restrict any use of the Service that Checkoff Pro believes, in its sole discretion, violates this Agreement.

2. In addition, violations of this Agreement may result in a demand for: immediate, temporary or permanent filtering; blocked access; suspension or termination of access to the Service (in whole or in part); or other action appropriate to the violation, as determined by Checkoff Pro, in its sole discretion. We reserve the right to take any such action without notice at any time, as determined by Us, in our sole discretion. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations or alleged violations of this Agreement. YOU will be liable to us for any damages incurred by Us or amounts that are required to be paid by Us that in any way arise out of or are in any way related to YOUR use of the Service or YOUR violation of this Agreement, including, without limitation, damages paid to third parties, cost of repairs or replacements, attorney's fees, court costs or other costs or damages incurred by Us.

DISCLAIMER OF WARRANTIES AND LIABILITY

1. THE SITE AND THE SERVICE (INCLUDING ANY RELATED SOFTWARE) ARE PROVIDED BY

CHECKOFF PRO “AS IS” AND WITH “ALL FAULTS”. CHECKOFF PRO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CHECKOFF PRO DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE OR THE ACCURACY OF THE SOFTWARE OR THE SERVICE, INCLUDING OF ANY OUTPUT FROM THE SERVICE.

2. CHECKOFF PRO SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOST PROFITS, LOST GOODWILL, LOST BUSINESS, LOST DATA, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR OF ANY NATURE, REGARDLESS OF THE CLAIM OR THEORY (INCLUDING NEGLIGENCE OR BREACH OF CONTRACT) OR WHETHER CHECKOFF PRO WAS AWARE OF, OR SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF THOSE TYPES OF DAMAGES. IN ADDITION, CHECKOFF PRO’S TOTAL MAXIMUM LIABILITY TO YOU ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF THE CLAIM OR THEORY (INCLUDING NEGLIGENCE OR BREACH OF CONTRACT) SHALL NOT EXCEED ONE DOLLAR (\$1.00).

3. THE LIMITATIONS SET FORTH IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN THE PARTIES, THAT THE SAME REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT ABSENT SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, THE TERMS AND CONDITIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

4. NO SUIT, PROCEEDING OR ACTION ON THIS AGREEMENT, EXCEPT FOR ANY PAYMENTS OWED BY YOU TO CHECKOFF PRO, MAY BE BROUGHT MORE THAN TWELVE (12) MONTHS AFTER THE DATE THE UNDERLYING CLAIM OR CAUSE OF ACTION ACCRUED.

INDEMNIFICATION

YOU agree to indemnify and hold harmless Checkoff Pro, and its suppliers, licensors, officers, directors, employees, agents and affiliates from, and to otherwise be liable and responsible for, any claim, liability, loss, damage, cost, or expense (including, without limitation, court costs and attorney’s fees), or other amount of any nature in any way arising out of or in any way related to YOUR use of the Service, any materials downloaded or uploaded through the Service, any actions taken by YOU in connection with YOUR use of the Service, any violation of any third party’s rights or any violation of law or regulation, or any breach of this Agreement. This Section will not be construed to limit or exclude any other claims or remedies that Checkoff Pro may assert under this Agreement or by law or in equity.

PRIVACY, MONITORING THE SERVICE, AGREEMENT MANAGEMENT

1. The Checkoff Pro Privacy Policy is located on checkoffpro.com and may be amended from time to time. Any updates to the Privacy Policy will be posted to the Site and will be effective immediately upon posting on the Site. It is YOUR responsibility to review the Privacy Policy from time to time on the Site to ensure that YOU continue to agree with all of its terms. YOUR continued use of the Site following the posting of changes to the Privacy Policy will mean YOU accept those changes.

2. Checkoff Pro is under no obligation to monitor the Service or anyone’s use of the Service. However Checkoff Pro may do so from time to time in its discretion. Without limiting any other right of Checkoff Pro under this Agreement, Checkoff Pro (a) reserves the right at all times and without notice to delete

any content and (b) may disclose any information regarding YOU or YOUR use of the Service for any reason and at its sole discretion, in order to satisfy applicable laws, regulations, orders, or governmental requests, or in order to operate and deliver the Service in an efficient manner, or to otherwise protect Checkoff Pro's property or legal interests and those of its customers and other end-users. Checkoff Pro may, without limitation, block and allow traffic types as We see fit at any time.

REPORTING VIOLATIONS

Checkoff Pro requests that any person who becomes aware of a violation of this Agreement report the information to Checkoff Pro at the contact information on our website. Checkoff Pro may take any appropriate action as it deems fit, in its sole discretion, including, but not limited to, one or more of the following actions in response to a report: issue a warning; suspend the end-user's privileges; suspend the customer's account; terminate the customer's account; bill the customer for administrative costs; bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations; or take no action.

OTHER RIGHTS

We reserve the right at all times, with or without notice, to prohibit activities that We determine may damage Our commercial reputation and goodwill or that affect the quality of Our services or Our ability to provide services.

MISCELLANEOUS.

1. The rights of the Parties hereunder shall be governed by the laws of the State of Iowa, without giving effect to principles of conflicts of laws or choice of law. Any suits brought hereunder shall be brought exclusively in the federal or state courts sitting in Polk County in the State of Iowa, with each Party waiving all defenses with respect to jurisdiction, forum and venue.

2. You agree and acknowledge that breach of this Agreement may cause Us irreparable harm without an adequate remedy at law and hereby agree that We shall be entitled to temporary or permanent injunctive relief to prevent or limit the effect of any such breach.

3. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

5. This Agreement constitutes the entire agreement between YOU and Checkoff Pro with respect to the Service and the other subject matters of this Agreement. This Agreement may only be amended in a writing that is signed by Checkoff Pro. No waiver of any term or breach of this Agreement shall be effective unless it is done in a writing signed by Checkoff Pro.

NOTICES.

Any notice, consent, or other communication hereunder shall be in writing, and shall be given personally, sent via overnight delivery or sent via email with confirmation of receipt to Checkoff Pro at the address stated on its website or to You at the email address YOU provide to Us when YOU create YOUR account. Notices shall be deemed given when delivered.

Rev. August 2025

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