

# CutPlanner End User License Agreement (EULA)

**V. 1.0 Last Updated:** December 31, 2025

This End User License Agreement ("License") governs the Meat Processor (the business or individual using CutPlanner for meat processing, "processor", "you") use of the CutPlanner software-as-a-service platform ("the software").

**Acceptance of Terms:** By using CutPlanner you agree to accept the terms of this EULA.

## 1. LICENSE GRANT

CutPlanner grants you a non-exclusive, non-transferable, revocable license to access and use the CutPlanner software solely for your internal meat processing business operations.

## 2. INTELLECTUAL PROPERTY

- **Proprietary Rights:** All software code, user interface designs, and proprietary calculation algorithms (including logic for yield calculations, fee structures, and automated scheduling) are the sole and exclusive property of CutPlanner.
- **Prohibited Acts:** You shall not:
  - Reverse engineer, decompile, attempt to derive the source code of the software, or otherwise attempt to discover underlying algorithms.
  - Sublicense, sell, or rent access to the platform to third parties.
  - Use the software to build a competing product using similar logic or workflows.

## 3. ACCURACY & RESPONSIBILITY

- **User Verification:** CutPlanner provides automated tools for calculating fees, weights, and product and inventory labels. The Processor bears the final responsibility for verifying the accuracy of all invoices and labels before they are issued to third parties or attached to food products.
- **Regulatory Compliance:** You are responsible for ensuring that your use of the software meets all local, state, and federal (USDA) requirements for meat processing, labeling, and selling.

## 4. TERMINATION

**This license automatically terminates upon termination of the applicable CutPlanner subscription or violation of this Agreement.**

## **5. DISCLAIMER OF WARRANTIES**

CutPlanner is a cloud based Software as a Service and relies on a complex network of providers to ensure data delivery and security for your service. As with all services dependent on the Internet, we recommend having a backup, pen-and-paper system in place in case of an outage that we cannot mitigate.

THE SOFTWARE IS PROVIDED "AS IS." CUTPLANNER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE TARGET A 99.9% UPTIME BUT DO NOT GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. WE CANNOT BE RESPONSIBLE AND DISCLAIM ALL LIABILITY FOR BUSINESS INTERRUPTIONS OR DOWNTIME AS A RESULT OF ISP, INTERNET DATA AND / OR SECURITY PROVIDERS FAILURES.

## **6. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUTPLANNER'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF THIS LICENSE SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO CUTPLANNER DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

## **7. CHANGES TO THIS EULA**

We may update this EULA from time to time. We will notify you of any significant changes by posting the new EULA on our website, a message to your registered email address, and updating the "Last Updated" date on this document.