



TERMS OF SERVICES

These Smart Farm Sensing B.V. (“SFS”) Terms of Service (“Terms”) describe your rights and responsibilities as a user of our Cloud Products. These Terms are between you individually or the entity you represent and the SFS entity that owns or operates the Cloud Product that you are using or accessing. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to these Terms; (ii) you have read and understand these Terms; and (iii) you agree to these Terms on behalf of the party that you represent. If you don’t have the legal authority to bind your employer or the applicable entity, please do not click “I agree” (or similar button or checkbox) that is presented to you.

Please note that if you sign up for a Cloud Product using an email address from your employer or another entity, then (a) you will be deemed to represent such party, (b) your click to accept will bind your employer of that entity to these Terms, and (c) the word “you” in these Terms will refer to your employer or that entity.

These Terms are effective as of the date you first click “I agree” (or similar button or checkbox) or use or access a Cloud Product, whichever is earlier (the “Effective Date”). These Terms do not have to be signed in order to be binding. You indicate your assent to these Terms by clicking “I agree” (or similar button or checkbox) at the time you register for a Cloud Product, create a Cloud Product account, or place an Order.

Definitions

“Order” means SFS’s applicable online order page(s), flows, in-product screens or other SFS-approved ordering document or process describing the products and services you are ordering from us and, as applicable, their permitted scope of use.

“Cloud Products” means our hosted or cloud based AgrIoT solutions, including any client software we provide as part of the Cloud Products.

“Subscription Term” means your permitted subscription period for a Cloud Product, as set forth in the applicable Order.

“Administrators” mean the personnel designated by you who administer the Cloud Products to End Users on your behalf.

“End User” means an individual you invite to use the Cloud Products. For the avoidance of doubt: (a) individuals invited by your End Users or Administrators, and (b) individuals interacting with a Cloud Product as your customer are also considered End Users.

“Privacy Policy” is described here <https://agriot.app/privacy-policy>.

1 What these Terms cover

- 1.1 These Terms govern our Cloud Products, related support, and additional services.
- 1.2 Some Cloud Products may be subject to additional terms specific to that product as set forth in product-specific terms. By accessing or using a product covered by the product-specific terms, you also agree to the product-specific terms.

2 How Cloud Products are administered

- 2.1 Through the Cloud Products, you may be able to specify certain End Users as Administrators, who will have important rights and controls over your use of Cloud Products and End User accounts. This may include making Orders for Cloud Products or enabling apps (which may incur fees); creating, de-provisioning, monitoring or modifying End User accounts, and setting End User usage permissions; and managing access to your data by End Users or others. Administrators may also take over management of accounts previously registered using an email address belonging to your domain. You are responsible for whom you allow to become Administrators and any actions they take, including as described above. You agree that our responsibilities do not extend to the internal management or administration of the Cloud Products for you.
- 2.2 You will provide all required disclosures to and will obtain and maintain all required consents from End Users to allow: (i) Administrators to have the access described in these Terms and our Privacy Policy; and (ii) SFS’s provision of the Cloud Products to Administrators and End Users. You will provide evidence of such consents upon our reasonable request.

3 What’s included in your Cloud Product subscriptions; what are the restrictions

- 3.1 Subject to these Terms and during the applicable Subscription Term, you may access and use the Cloud Products for your own business purposes or personal use, as applicable, all in accordance with these Terms, the applicable Order and applicable documentation. This includes the right, as part of your authorized use of the Cloud Products,

to download and use the client software associated with the Cloud Products. The rights granted to you in this section are non-exclusive, non-sublicensable and non-transferable.

- 3.2 Except as otherwise expressly permitted in these Terms, you will not: (a) reproduce, modify, adapt or create derivative works of the Cloud Products; (b) rent, lease, distribute, sell, sublicense, transfer or provide access to the Cloud Products to a third party; (c) use the Cloud Products for the benefit of any third party; (d) incorporate any Cloud Products into a product or service you provide to a third party; (e) interfere with or otherwise circumvent mechanisms in the Cloud Products intended to limit your use; (f) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Cloud Products, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (g) remove or obscure any proprietary or other notices contained in any Cloud Product; (h) use the Cloud Products for competitive analysis or to build competitive products; (i) publicly disseminate information regarding the performance of the Cloud Products; or (j) encourage or assist any third party to do any of the foregoing.

4 Our security and data privacy policies

- 4.1 Your data constitute of any data, content, code, video, images, or other materials of any type that you (including any of your End Users) submit to Cloud Products. In this context, "submit" (and any similar term) includes submitting, uploading, transmitting, or otherwise making available your data to or through the Cloud Products.
- 4.2 We implement and maintain physical, technical, and administrative security measures designed to protect your data from unauthorized access, destruction, use, modification, or disclosure.
- 4.3 We collect certain data and information about you and your End Users in connection with you and your End Users' use of the Cloud Products and otherwise in connection with these Terms. We collect and use all such data and information in accordance with our Privacy Policy, which you acknowledge.

5 Terms that apply to your data

- 5.1 You retain all right, title and interest in and to your data in the form submitted to the Cloud Products. Subject to these Terms, and solely to the extent necessary to provide the Cloud Products to you, you grant us a worldwide, limited term license to access, use, process, copy, distribute, perform, export, and display your data. Solely to the extent that reformatting your data for display in a Cloud Product constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. We may also access your accounts, End User Accounts, and your Cloud Products with End User permission in order to respond to your support requests.
- 5.2 You and your use of Cloud Products (including use by your End Users) must comply at all times with these Terms and all laws. You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to submit all your data to the Cloud Products and to grant the rights granted to us in these Terms and (ii) your data and its submission and use as you authorize in these Terms will not violate (1) any laws, (2) any third-party intellectual property, privacy, publicity or other rights, or (3) any of your or third-party policies or terms governing your data. We assume no responsibility or liability for your data, and you are solely responsible for your data and the consequences of submitting and using it with the Cloud Products.
- 5.3 You will defend, indemnify and hold harmless us (and our affiliates, officers, directors, agents and employees) from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any claim arising from or related to (i) your breach of section 2.2 or any claims or disputes brought by your End Users arising out of their use of Cloud Products, (ii) your breach (or alleged breach) of section 5.2; or (iii) your materials.
- 5.4 We have no obligation to monitor any content uploaded to the Cloud Products. Nonetheless, if we deem such action necessary based on your violation of these Terms or in response to takedown requests that we receive, we may (1) remove your data from the Cloud Products or (2) suspend your access to the Cloud Products. We will use reasonable efforts to provide you with advance notice of removals and suspensions when practicable, but if we determine that your actions endanger the operation of the Cloud Product or other users, we may suspend your access or remove your data immediately without notice. We have no liability to you for removing or deleting your data from or suspending your access to any Cloud Products as described in this section.

6 Additional services

- 6.1 Subject to these Terms, you may purchase additional services that we will provide to you pursuant to the applicable Order. Additional services may be subject to additional policies and terms as specified by us.
- 6.2 We will retain all right, title and interest in and to any materials, deliverables, modifications, derivative works or developments that we provide in connection with any additional services. You may use any of our deliverables provided to you only in connection with the Cloud Products, subject to the same usage rights and restrictions as for the Cloud Products.



6.3 You agree to provide us with reasonable access to your materials, systems, personnel or other resources as reasonably necessary for our provision of additional services. If you do not provide us with timely access to your materials, our performance of additional services will be excused until you do so. You retain your rights in your materials, subject to our ownership of any Cloud Products, any of our deliverables or any of our technology underlying your materials. We will use your materials solely for purposes of performing the additional services. You represent and warrant that you have all necessary rights in your materials to provide them to us for such purposes.

7 Open source and commercial third-party software in the Cloud Products

- 7.1 The Cloud Products include components subject to the terms and conditions of “open source” software licenses. To the extent applicable, we will identify open-source software included in a Cloud Product in or through the Cloud Product itself. Some of these licenses require us to provide the open-source software to you on the terms of the open-source license instead of these Terms. In that case, the terms of the open-source license will apply, and you will have the rights granted in such licenses to the open-source software itself, such as access to source code, right to make modifications, and right to reverse engineer. Notwithstanding the foregoing, if you are using the Cloud Products in the form provided to you, in accordance with your permitted scope of use, with no distribution of software to third parties, then none of these open-source licenses impose any obligations on you beyond what is stated in these Terms.
- 7.2 The Cloud Products also include components that we license commercially from third parties. For the avoidance of doubt, all of the restrictions for the Cloud Products in these Terms also apply to commercial components. You may use commercial components only in conjunction with, as part of, and through the Cloud Products as provided by SFS. Some commercial components may include source code that is provided as part of its standard shipment. commercial components source code will be governed by the terms for commercial components in this supplement and not the provisions in these Terms. Accordingly, notwithstanding any other terms of these Terms, product-specific terms or your Order, you may not modify any commercial components.

8 Evaluations, trials, and betas (no-charge products)

We may offer certain Cloud Products to you at no charge, including free accounts, trial use and beta versions. Your use of no-charge products is subject to any additional terms that we specify and is only permitted during the Subscription Term we designate (or, if not designated, until terminated in accordance with these Terms). Except as otherwise set forth in this section, the terms and conditions of these Terms governing Cloud Products, including section 3.2 (Restrictions), fully apply to no-charge products. We may modify or terminate your right to use no-charge products at any time and for any reason in our sole discretion, without liability to you. You understand that any pre-release and beta Cloud Products, and any pre-release and beta features within generally available Cloud Products, that we make available are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Cloud Products. We make no promises that any beta versions will ever be made generally available. In some circumstances, we may charge a fee in order to allow you to access beta versions, but the beta versions will still remain subject to this section. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to no-charge products, including any support, warranty, and indemnity obligations. Notwithstanding anything else in these terms, our maximum aggregate liability to you in respect of no charge products will be EUR 100.

9 IP rights in the Cloud Products and feedback

Cloud Products are made available on a limited access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as “purchase” or “sale”. We and our licensors have and retain all right, title and interest, including all intellectual property rights, in and to our technology (including the Cloud Products, no-charge products and addition services). From time to time, you may choose to submit feedback to us, such as comments, questions, ideas, suggestions, or other feedback relating to the Cloud Products, support or additional services. We may in connection with any of our products or services freely use, copy, disclose, license, distribute and exploit any feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No feedback will be considered your Confidential Information, and nothing in these Terms limits our right to independently use, develop, evaluate, or market products or services, whether incorporating feedback or otherwise.

10. Confidentiality

Except as otherwise set forth in these Terms, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party (“**Receiving Party**”) by the disclosing party (“**Disclosing Party**”) constitute the confidential property of the Disclosing Party (“**Confidential Information**”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any of our technology and any performance information relating to the Cloud Products will be deemed our Confidential Information without any marking or further designation. Except as expressly authorized herein, the Receiving Party will

(1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under these Terms. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this section and that the Receiving Party remains responsible for compliance by them with the terms of this section. The Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

11 Term and termination

11.1 These Terms are effective as of the Effective Date and expire on the date of expiration or termination of all Subscription Terms.

11.2 You may choose to stop using the Cloud Products and terminate these Terms (including all Orders) at any time for any reason upon written notice to us, but upon any such termination (i) you will not be entitled to a refund of any pre-paid fees and (ii) if you have not already paid all applicable fees for the then-current Subscription Term or related services period (as applicable), any such fees that are outstanding will become immediately due and payable.

11.3 Upon any expiration or termination of these Terms, you must cease using all Cloud Products and delete (or at our request, return) all Confidential Information or other materials of ours in your possession, including on any third-party systems operated on your behalf. You will certify such deletion upon our request. You will not have access to your data (and we may delete all of your data unless legally prohibited) after expiration or termination of these Terms (or its applicable Subscription Term), so you should make sure to export your data using the functionality of the Cloud Products during the applicable Subscription Term. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination.

11.4 The following provisions will survive any termination or expiration of these Terms: section 3.2, section 5.3, section 7, section 8, section 9, section 10, section 11, section 12.4, section 13, and section 16.

12 Warranties and disclaimer

12.1 Each party represents and warrants that it has the legal power and authority to enter into these Terms.

12.2 We warrant, for your benefit only, that we use commercially reasonable efforts to prevent introduction of viruses, Trojan horses or similar harmful materials into the Cloud Products (but we are not responsible for harmful materials submitted by you or End Users).

12.3 We will use commercially reasonable efforts, at no charge to you, to correct reported non-conformities with the Performance Warranty. If we determine corrections to be impracticable, either party may terminate the applicable Subscription Term. In this case, you will receive a refund of any fees you have pre-paid for use of the Cloud Product for the terminated portion of the applicable Subscription Term. The Performance Warranty will not apply: (i) unless you make a claim within thirty (30) days of the date on which you first noticed the non-conformity, (ii) if the non-conformity was caused by misuse, unauthorized modifications or third-party products, software, services or equipment or (iii) to No-charge products. Our sole liability, and your sole and exclusive remedy, for any breach of the Performance Warranty are set forth in this section.

12.4 **Warranty disclaimer.** Except as expressly provided in this section, all Cloud Products, support and additional services are provided "as is," and we and our suppliers expressly disclaim any and all warranties and representations of any kind, including any warranty of non-infringement, title, fitness for a particular purpose, functionality or merchantability, whether express, implied or statutory. Without limiting our express obligations in these terms, we do not warrant that your use of the Cloud Products will be uninterrupted or error-free, that we will review your data for accuracy or that we will preserve or maintain your data without loss. You understand that use of the Cloud Products necessarily involves transmission of your data over networks that we do not own, operate or control, and we are not responsible for any of your data lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of your data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers. We will not be liable for delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or other systems outside our reasonable control. You may have

other statutory rights, but the duration of statutorily required warranties, if any, will be limited to the shortest period permitted by law.

13 Limitation of liability

- 13.1 Consequential damages waiver.** Except for excluded claims (as defined below), neither party (nor its suppliers) will have any liability arising out of or related to these terms for any loss of use, lost or inaccurate data, lost profits, failure of security mechanisms, interruption of business, costs of delay, or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of the possibility of such damages in advance.
- 13.2 Liability cap.** Except for excluded claims, each party's and its suppliers' aggregate liability to the other arising out of or related to these terms will not exceed the amount actually paid or payable by you to us under these terms in the twelve (12) months immediately preceding the claim.

14 Changes to these Terms

- 14.1** We may modify the terms and conditions of these Terms from time to time, with notice to you by posting the modified Terms on our website. Together with notice, we will specify the effective date of the modifications.
- 14.2** Except as otherwise indicated below, modifications to these Terms will take effect at the next renewal of your Subscription Term and will automatically apply as of the renewal date. Notwithstanding the foregoing, in some cases (e.g., to address compliance with Laws, or as necessary for new features) we may specify that such modifications become effective during your then-current Subscription Term. If the effective date of such modifications is during your then-current Subscription Term and you object to the modifications, then (as your exclusive remedy) you may terminate your affected Orders upon notice to us, and we will refund you any fees you have pre-paid for use of the affected Cloud Products for the terminated portion of the applicable Subscription Term. To exercise this right, you must provide us with notice of your objection and termination within thirty (30) days of us providing notice of the modifications. For the avoidance of doubt, any Order is subject to the version of these Terms in effect at the time of the Order.

15 Changes to the Cloud Products

You acknowledge that the Cloud Products are on-line, subscription-based products, and that in order to provide improved customer experience we may make changes to the Cloud Products, and we may update the applicable documentation accordingly. Subject to our obligation to provide Cloud Products and additional services under existing Orders, we can discontinue any Cloud Products, any additional services, or any portion or feature of any Cloud Products for any reason at any time without liability to you.

16 General provisions

- 16.1** Neither party will be liable to the other for any delay or failure to perform any obligation under these Terms (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency. (Force Majeure)
- 16.2** These Terms will be governed and interpreted exclusively by Dutch law, without regard the choice-of-law rules of Dutch private international law. Any disputes arising from these Terms or subsequent agreements will be submitted to the exclusive jurisdiction of the Court of The Hague, The Netherlands.