

1. Agreement: Acceptance, Parties, and Scope

- 1.1 Parties.** In consideration of the benefits and promises set forth below, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both **you** (as referred to by “you” or “your”) and **us** (as referred to by “us”, “we” or “our” and as further specified in Section 2.4 below) agree to enter into this Agreement as of the Effective Date.
- 1.2 Acceptance of Terms.** Any of the following constitute your acceptance to enter into and be bound by the terms of this Agreement, as of the Effective Date: (1) by way of agreeing to a separate Order Form that references these terms; (2) by clicking or other technological means of agreeing to these terms; or (3) by using our Services via our Software. In doing any of the foregoing, you confirm that: (a) you agree that you have had an opportunity to review and understand the terms of this Agreement, and (b) you have authority to bind any company or other legal entity on whose behalf you are entering into this Agreement.
- 1.3 Scope of Agreement.** This Agreement also comprises our Privacy Policy, SULA and, if applicable, any Order Form, the terms of each of which form a part of this Agreement and are incorporated herein, which you confirm that you have reviewed or have had an opportunity to review. In the event of any conflict or inconsistency in application of the terms of any of the foregoing, solely to the extent necessary to resolve such conflict or inconsistency, unless expressly stated otherwise, we will use the following order of precedence: (1) these terms; (2) the Order Form; (3) the Privacy Policy; and (4) the SULA.
- 1.4 Interpretation.** Any capitalized terms referred to in this Agreement shall have the meanings defined within the applicable Section or as defined in Section 13 below.

2. Purchased Services

- 2.1 Purchased Services.** We will provide the Purchased Services to you pursuant to this Agreement in accordance with the terms of the Order Form for the duration of the Term.
- 2.2 Users.** Unless specified otherwise in an Order Form, only permitted and registered Users may access the Software. Each User must agree to be bound by the SULA and Privacy Policy. Users may not: (i) share their credentials with other persons or Users, or (ii) access the Software using credentials that have been previously assigned to another User. Provided that we are advised beforehand, you may substitute different individuals for previously registered Users upon the issuance of new credentials. Users may have access to information relating to you, such as your Confidential Information, and may, in some cases, be able to make requests on your behalf in respect of the Services we provide to you. You accept the risk and the responsibility for acts or omissions of any of your Users that could result in a breach of this Agreement as if they were committed or omitted by you.
- 2.3 SaaS Services.** Subject to a Order Form, we may make our SaaS Services available in accordance with the following:
- (a) User Subscription:** the Purchased Services may be only accessed during the Term by Users, or a number of Users, as specified in the Order Form.
 - (b) Company Subscriptions:** the Purchased Services may be accessed by Users that are employed or otherwise engaged by you, but in either case only in the course of and solely in support of their employment and/or engagement with you. Company Subscriptions may be limited according to the tier or level of subscription which applies to you, as set out in the Order Form.
 - (c) Other:** as otherwise described in the Order Form.

2.4 Performance of Services. The following elements of this Agreement shall be determined in accordance with the table in the Schedule in association with the jurisdiction from which you have engaged with us:

- (a) The relevant Semios entity with whom you agree to enter into and be bound by the terms of this Agreement and who shall carry out the Services for you pursuant to these terms;
- (b) The applicable governing law for this Agreement and in respect of any rights, duties and obligations of the parties, and conflicts arising in respect of the foregoing, without regard to choice or conflict of law rules;
- (c) The courts which the parties consent to having exclusive jurisdiction in respect of disputes in connection with this Agreement; and
- (d) Any additional special terms that may apply.

3. Use of Services

3.1 Our Assurances. Provided you are in compliance with the terms of this Agreement:

- (a) We will provide Basic Support for the Purchased Services to you at no additional charge, and/or Upgraded Support if purchased separately; and
- (b) We will provide the Purchased Services with reasonable care and skill.

3.2 Your Assurances. You acknowledge and agree that you:

- (a) Are responsible for your Users' compliance with this Agreement;
- (b) Are responsible for the accuracy, quality and legality of the data that you provide us and the means by which you acquired that data;
- (c) Will only provide data which you are entitled to use, is in compliance with this Agreement and which does not infringe on any third party's Intellectual Property and/or contractual and other rights;
- (d) Will take reasonable steps to prevent unauthorized access to or use of the Services and any Semios IP in accordance with the terms hereof, and notify us promptly if you are aware of any such unauthorized access or use;
- (e) Will use the Services and any Semios IP only in accordance with this Agreement, the User Guides and Applicable Laws;
- (f) Will comply with all applicable terms of service of any Non-Semios Applications with which you use Services, including application of third-party Crop Treatment Products;
- (g) Are qualified and able to make crop treatment decisions, and follow all applicable guidelines and requirements associated with Crop Treatment Products;
- (h) Are responsible to maintain proper back-ups of all data that you provide us; and
- (i) Are and remain wholly responsible for checking and verifying any data, information and recommendations provided to you through your use of the Services, whether they are reproduced verbatim, summarized or adapted for your particular actual or proposed application or use, including but not limited to ensuring that any actual or proposed use complies with any applicable published approved label, advice note and/or warning statement (if any).

3.3 Usage Restrictions. You agree that you shall not:

- (a) Make the Services available to anyone other than your Users;
- (b) Supply, rent, sell, transfer, assign, lease, license, sub-contract or grant any rights in and to the Services;
- (c) Use the Services:
 - (i) In a manner which will harm or adversely affect another person or the data, computer systems or other property of another person (including the ability of another person to use the Services)
 - (ii) In a manner which does, or is reasonably likely to, degrade the performance of the Services or

- cause them to malfunction or operate in any improper way
- (iii) Directly or indirectly for any unlawful purpose, including to infringe Intellectual Property rights or privacy rights of any other person, or to transmit information that is defamatory, libelous or offensive, or otherwise illegal, harmful or fraudulent;
 - (iv) In a manner which alters or damages the Services, or jeopardizes their integrity, safety or security;
 - (v) To store or transmit Malicious Code;
 - (vi) In breach of the use conditions and restrictions herein; and/or
- (d) Commit or omit any act or omission, which is prohibited by the SULA, in respect of the Services, Hardware, and/or Software.

3.4 Availability of Services. We make no guarantee that the Services will remain available at all times or be free from planned or unforeseen outages. We may at any time (including without notice) immediately suspend part of or all Services including where:

- (a) We are required to undertake the repair, maintenance or service of any part of the Software (or an interconnected third party is required to undertake such work on its network);
- (b) suspension of the Software is required to reduce or prevent fraud or interference with the Software;
- (c) Your use of the Services causes serious degradation of the operation of the Software or adversely affects the ability of others to access or use the Software;
- (d) We are required to comply with an order, instruction or request of any governmental emergency services or other competent authority; or
- (e) We experience problems interconnecting the Software with any third party network of a third party.

3.5 Variation of Services. From time to time we may improve, or otherwise vary or alter, the Services, including the manner of their performance or delivery, but in any case so as not to alter the fundamental or basic nature of those Services. You agree that any variation or alteration of the Services in accordance with this clause does not entitle you to any reimbursement, discount or reduction in the fees payable for the Services.

4. Free Trial and Beta Services

4.1 Free Trial. From time to time, we may elect to make certain Services, including upgrades or Beta Services, available for free trials ("**Free Trials**"). If you have not previously used a Service, or if we agree otherwise, you may be eligible to register for a free trial use or an upgraded version of such Service by registering on our website or as otherwise directed by us. The Services we provide to you on a Free Trial will only be for the specified trial period and may be subject to further terms and conditions (as provided on registration) which are incorporated into and form part of this Agreement. Any Free Trial will be subject to the terms of this Agreement except as specified otherwise.

4.2 Beta Services. From time to time we may invite you to try Beta Services. Any Beta Services may be clearly designated as beta, pilot, trial use, limited release, developer preview, non-production or by any other similar description. Beta Services are provided for evaluation purposes and not for commercial use, are not supported, may contain bugs or errors, and may be subject to additional terms.

4.3 Availability. Without limiting Section 11, we make no warranty or representation that any or all of the Free Trial and/or Beta Services will be made generally available, at all or in an uninterrupted manner. We reserve the right to terminate Free Trial or Beta Services without notice and at any time without any liability to you.

4.4 No Warranty. Notwithstanding anything to the contrary in this Agreement, and without limiting Section 11, FREE TRIALS AND BETA SERVICES ARE NOT CONSIDERED "SERVICES" UNDER THIS AGREEMENT FOR THE PURPOSES OF ANY ASSURANCES UNDER SECTION 3.1 ABOVE, AND, SUBJECT TO ANY NON EXCLUDABLE LAW, ARE

PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTIES SET FORTH HEREIN WHICH MAY APPLY TO THE SERVICES.

5. Non-Semios Providers

- 5.1 Use of third-party products and services in the Services.** We or third parties may from time to time make available to you or incorporate in the Services Non-Semios Applications as well as implementation, customization and other consulting services but in each such case subject to this Section 5.
- 5.2 No warranty.** We provide no warranties or support over third-party products and services, including Non-Semios Applications, whether or not they are described by us as "certified" or otherwise, except as we may explicitly specify in an Order Form.
- 5.3 Non-Semios Applications and Your Data.** By installing or enabling Non-Semios Applications for use with the Services, you authorize us to allow providers of those Non-Semios Applications to access Your Data as required for the interoperation of such Non-Semios Applications with the Services. We are not responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-Semios Application providers.
- 5.4 Integration with Non-Semios Applications.** The Services may contain features designed to interoperate with Non-Semios Applications. To use such features, you may be required to obtain access to Non-Semios Applications from their providers, and may be required to grant us access to your account(s) on the Non-Semios Applications. We are not responsible for the continuing provision of Non-Semios Applications which interoperate with the Services. Where any Non-Semios Applications cease to be available for interoperation with our Services, either at all or on any particular terms, you will not be entitled to any refund, credit, or other compensation.
- 5.5 Specific Third Party Terms.** The Services may incorporate the use of third party software which requires your agreement to their terms of use. These will be listed in the SULA and your acceptance of the SULA includes your acceptance to be bound by their terms of use.

6. Fees and Payment

- 6.1 Fees.** You will pay all Fees specified in the Order Form. Subject to the Order Form, if the Purchased Services you have subscribed for are SaaS Services, the following will also apply:
- (a) In the case of a User Subscription, fees are based on the number of Users we are advised by you beforehand will have access to our Services.
 - (b) In the case of a Company Subscription, fees are based on the particular tier or level of subscription which applies to you.
 - (c) Except with our express written agreement, you will not be entitled to a reduction of fees by reason of changes to your SaaS Subscription, such as a reduction in the number of Users or acreage.
 - (d) We reserve the right to charge additional fees if we determine that your usage of the Services exceeds any parameters around which the Fees for the SaaS Subscription was based, including but not limited to number of Users, acreage and any other relevant factors.
- 6.2 Invoicing and Payment.** You agree to pay the Fees in accordance with the terms set out in the Order Form. Unless stated otherwise in a Order Form, the following terms shall also apply:
- (a) **Payment Terms.** Invoices will be issued by, and are due and payable on a net 30 day basis.

- (b) **In Advance and Non Refundable.** Fees are payable in advance on an annual basis and non-refundable, subject to Section 7.5.
- (c) **Taxes.** Our Fees do not include any Taxes. You are responsible for paying all applicable Taxes associated with this Agreement and your Purchased Services. If we pay or collect Taxes for which you are responsible under this clause, the appropriate amount must be paid or reimbursed by you to us. Unless you provide us with a valid tax exemption certificate authorised by the appropriate and competent taxing authority or other satisfactory evidence of your exemption from any Tax liability we will not be held responsible for any payment or overpayment of the applicable Tax for or on your behalf.
- (d) **Credit Cards.** If you agree to pay Fees by approved credit card, then you authorize us to charge such credit card for the Purchased Services listed in the Order Form. In the event you have indicated that you will be paying by credit card, and payment is not processed by credit card in advance, payments are due within 15 days of the date of our invoice unless otherwise agreed in writing.
- (e) **Overdue Charges.** We are entitled to charge interest (calculated daily) on any outstanding amount until those amounts are paid in full. We may charge interest at a rate up to 2% monthly on any outstanding amounts until those amounts are paid in full.
- (f) **Suspension of Services.** We may also suspend our provision of the Services to you if any amount owing by you is outstanding for more than 15 days after its due date of payment.

7. Term and Termination.

7.1 Term. Subject to this Section 7, this Agreement shall be in force from the Effective Date (such period referred to herein as the "Term"):

- (a) until the end date specified in the Order Form; or
- (b) if not specified in the Order Form, as specified in an applicable invoice issued pursuant to this Agreement;
or
- (c) if not so specified in (a) or (b), for a period of one year.

7.2 Auto Renewal. Subject to a Order Form, the term of this Agreement will automatically renew for subsequent periods equal to the shorter of (i) the expiring subscription term or, (ii) one year, unless at least 30 days before the expiration of the then current Term either party has provided written notice to the other to terminate this Agreement, in which case this Agreement will terminate on the expiration of the current Term or on such later date as we agree. We reserve the right to increase Fees for any applicable Service subject to renewal, upon 30 days' written notice to you.

7.3 Termination for Cause. Subject to Section 7.4, either party may terminate this Agreement for cause upon 30 days' written notice to the other party of a breach of a material term of this Agreement if such breach remains unremedied at the expiration of such period.

7.4 Termination by Us. We may terminate this Agreement at any time on immediate effect by written notice if:

- (a) you fail to pay any fees and other charges due and payable to us by a due date;
- (b) you otherwise engage in any fraudulent, damaging or unlawful activities which in our view may or will compromise or affect the operation or integrity of the Services or the Software, or are in breach or we anticipate your breach of any material term of this Agreement or applicable law; or
- (c) it is clear to us you are a competitor or have otherwise used our Services or have accessed the Software for any unauthorized purpose including to to benchmark or assess the Services for competitive reasons,

establish, sell or otherwise contribute to the development of any proprietary software system comparable to or which competes in any way with the Software;

- (d) you are the subject of an Insolvency Event;
- (e) A Force Majeure event occurs in accordance with Section 11.6.

7.5 Refund or Payment upon Termination. Upon any termination for cause by you of SaaS Services, we will refund you any prepaid Fees covering Purchased Services after the date of termination on a pro rata basis. In any other event, all other Fees are non-refundable and you agree that you will pay and remain liable for any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event will any termination relieve you of the obligation to pay any Fees payable to us for the period before and up to the effective date of termination.

8. Privacy and Confidentiality

8.1 Confidentiality. Any Confidential Information that is disclosed by a party (the “Disclosing Party”) to the other (the “Receiving Party”) under this Agreement is confidential and may not be exploited commercially or used for any purpose other than as set out in or contemplated by this Agreement or disclosed to any other person except: (a) to employees, legal advisers, auditors and other consultants of either party or their Affiliates requiring the information for the purposes of this Agreement; and/or (b) upon express authorization by the Disclosing Party in writing. These obligations do not apply to any Confidential Information to the extent that it must be disclosed by the Receiving Party in order to comply with a court order, subpoena, statutory or regulatory obligation, or other requirement under applicable law, provided that the Receiving Party takes reasonable steps to notify the Disclosing Party promptly of the legal requirement, as permitted by law, and, at the request and expense of the Disclosing Party, takes reasonable steps to limit and minimize the disclosure.

8.2 Personal Information. The Privacy Policy describes the terms by which your Personal Information is stored, used, and shared with others when using the Services. You hereby agree that you have read and understood the Privacy Policy.

9. Service Specific Terms

9.1 Software License and Terms of Use. Some of the Services include Software. You agree that you and your Users shall be bound by the terms of the SULA, which gives you permission to use that Software as part of the Services.

9.2 Hardware.

(a) **Ownership.** Depending on the Services that you purchase, we may supply Hardware, or make Hardware available to you in association with or as part of the Services. Except for the following, we own all Hardware provided to you by us, notwithstanding its installation in or on your property:

- (i) We make no ownership claim to any hardware that is not supplied by us or was acquired by you independently of this Agreement; and
- (ii) As otherwise agreed to upon in writing by the Parties, including in a Order Form.

(b) **Hardware placement.** Except if in accordance with our instructions, including as set forth in the User Guide or as stated in a Order Form, You agree that you shall not modify in any way the placement, location, orientation, and integrity of the Hardware, or misuse the Hardware in any way. Notwithstanding the foregoing, our Hardware and Software may include redundancy and/or exceed requirements for providing the Services as specified herein or in an applicable Order Form. We will, at our sole discretion, determine whether any missing

or inoperative Hardware requires replacement or repair in order to provide the Services.

- (c) **Hardware damage.** Except if in accordance with our instructions, including as set forth in the User Guide or as stated in an applicable Order Form, we will not be obligated, and you waive any right to make any such claim, to repair or replace missing or inoperative Hardware that is a result of any of the following by you, your Users, or any other person or entity under your direction or control: (a) interference, tampering, or modification to the Hardware in any way; and/or (b) placing, movement, removal, replacement, or modification of the location of the Hardware; and/or (c) reverse engineering, opening, or unpackaging the Hardware; and/or (d) any other damage that is not Non-Customer Damage. You waive any claim to any loss or deficiency of Service hereunder arising due to any of the foregoing.
- (d) **Hardware services.** In order for us to perform the Services, and without limiting Sections 9.2 and 11, you grant us an explicit but revocable license to enter onto your fields or other property to install, move, repair, replace, retrieve, or dispose of any Hardware.
- (e) **Return of Hardware.** You shall return the Hardware and are liable for all non-returned, damaged, or inoperative Hardware, subject to the limited warranties set forth herein. In the event of any loss, theft, damage or destruction of Hardware while it is being used by you, we reserve the right to charge a reasonable fee accordingly, unless it results from Non-Customer Damage. No loss, theft, damage or destruction of any Hardware that is in your possession or under your control shall relieve you of the obligation to pay any Fees under this Agreement

9.3 Crop Treatment Products. Depending on the Services you purchase, we may provide Crop Treatment Products such as pheromones. Crop outcomes rely heavily on a wide variety of unpredictable factors, and while we provide specific guidance in respect of important factors, we make no guarantee about any desired or specific crop outcomes. Crop Treatment Products, when misused or applied in a manner inconsistent with directions, may cause harm to plants, animals, or the environment. You agree that you have specialized knowledge and experience in using Crop Treatment Products and otherwise we would not provide the Services relating to its use. Subject to Applicable Law, you acknowledge and agree that you are responsible for the following:

- (a) Ensuring Crop Treatment Products and their application are used following industry standards and applicable laws and regulations, including reporting the use of pheromones or other products.
- (b) Ensuring the Crop Treatment Products are not misused or misapplied.
- (c) Ensuring that the Crop Treatment Products, and their manner of use, are suitable for application on Your field or crop, as well as for meeting any related requirements, such as meeting Your organic production standards or other standards.

10. Data and Intellectual Property

10.1 AgData. In order to offer you the Services, we may, and you hereby grant us the right to, access, collect, and generate AgData that may relate to your farm, crops, and the surrounding environment. Our ability to provide you with our unique and valuable services requires continued access to this information.

10.2 Your Data and Licensing. Subject to the non-exclusive license granted in this Section, nothing in this Agreement affects your ownership to Your Data, which includes Sensed Data and Farm Operations Data. In order for us to continue to provide value to you, we require a license to use AgData collected by us to perform the Services. Accordingly, you agree to provide us with a license to use Your Data as follows:

- (a) As required to perform the Services, including to use, store, copy and modify Your Data;
- (b) To create Semios IP based on Your Data, including through modifying, deriving, combining, anonymizing

- or comparing YourData with or to other data. This includes the creation of Data Insights;
- (c) To improve our Services, including to improve our products, develop new products and perform research;
 - (d) To share opportunities with you; and
 - (e) Otherwise as permitted by you.

This license is:

Non-Exclusive - meaning you are able to license the same data to others.

Royalty-Free - meaning no payment will be made by us for this license, now or in the future.

Worldwide - meaning it is valid anywhere in the world.

Perpetual - meaning we are able to use the licensed content indefinitely.

Irrevocable - meaning this license may not be revoked.

Sub-Licensable - meaning we are able to re-license the content to others as needed (however any sub-license would be subject to the same restrictions within this Section).

10.3 Sharing Data between customers. From time to time you may have entered into this Agreement as an Advisor. When sharing data through the Services as an Advisor to another customer, or if you have previously provided data to a third party through the Services who subsequently becomes a customer, you provide such customers an unfettered license to access, download, disclose, and use the data for their own business purposes. Unless separately agreed to in writing, this license is non-exclusive, royalty free, worldwide, irrevocable and sub-licensable. You agree that if you share data with another customer or a third party through the Services, you will comply with our Privacy Policy and any legal requirement applicable to such data and/or the sharing of such data. Further you acknowledge that none of us, our Affiliates or the officers, directors, employees, agents and representatives of any of them, are liable in any way for your use and disclosure of such information to us that is not in compliance with our Privacy Policy or applicable law.

10.4 Sharing AgData with Third-Parties. We will not share your Identifiable Data with third-parties without your consent, unless otherwise described in this Agreement or agreed to by you. Other than to you, you agree that we may share Identifiable Data: (a) with third party service providers, advisors, consultants and contractors solely in the performance or improvement of our Services and, (b) in the event of any extraordinary transaction that involves the sale of us or our Affiliates, provided that in each case strict confidentiality controls are put in place.

10.5 Access to AgData. You may request access to a downloadable copy of Your Data, which we will send to you in a format of our choosing (although we will work with you to provide a reasonably convenient format for both of us). We reserve the right, however, to accept or reject such requests to the extent that: (a) complying with your request would violate our Privacy Policy or these terms, particularly if the request includes information that is not limited to your farm or your crops; (b) you have already made a request under this Section for your AgData within the prior 12 months; (c) you have had an active account within the last 12 months; and (d) in some cases, depending on factors such as the amount or type of data requested, you agree to certain conditions regarding your use or disclosure of that data to third-parties.

10.6 Intellectual Property.

- a) We create our own proprietary Data Insights which can be derived from or comprised of aggregated or modified Sensed Data, Background Data, Farm Operations Data, or other data that consists of Your Data that is licensed to us. We own the Data Insights and we provide a limited license to these data and other Semios IP through the Services and in accordance with our SULA.
- b) Unless otherwise stated, we reserve all rights to Semios IP, including our Software and Data Insights. Unauthorized uses of our Intellectual Property specifically include, but are not limited to, copying, distributing, making available, reverse engineering, renting, selling or offering for sale, making derivative works, disclosing,

or any other act that may be our exclusive right under applicable law. Any use of Semios IP that is not expressly permitted by this Agreement is prohibited.

10.7 Feedback. If during the course of our relationship you or your Users provide us with any suggestions, ideas, enhancement requests, recommendations or other feedback relating to the Services, you grant us a royalty-free, worldwide, irrevocable and perpetual license to use and incorporate such feedback into our Services.

11. Disclaimers and liability

11.1 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NONE OF US, OUR SUPPLIERS, AFFILIATES, LICENSORS, AND THE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF ANY OF THEM MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU AGREE THAT THE SERVICES ARE PROVIDED "AS IS/WHERE IS" AND THAT THE BETA SERVICES AND FREE TRIAL SERVICES ARE PROVIDED WITHOUT ANY WARRANTY WHATSOEVER. FURTHER AND SUBJECT TO ANY NON-EXCLUDABLE LAW AND AS MAY BE EXPRESSLY PROVIDED HEREIN, WE DO NOT MAKE, GIVE OR PROVIDE ANY REPRESENTATION, UNDERTAKING, WARRANTY OR GUARANTEE IN RELATION TO ANY SERVICES WE PROVIDE OR THE SOFTWARE AND/OR HARDWARE THAT IS PROVIDED OR USED IN ASSOCIATION THEREWITH, INCLUDING: (A) IN RELATION TO THE RESULTS OR OUTCOMES THAT WILL OR MAY BE ACHIEVED OR OBTAINED FROM USE OF ANY SUCH SERVICES, INCLUDING ANY OUTCOMES THAT MAY RESULT OR FOLLOW FROM YOUR RELIANCE ON DATA AND INFORMATION, OR THE ACCURACY THEREOF, MADE AVAILABLE TO YOU BY US AND ON RECOMMENDATIONS YOU RECEIVE THROUGH YOUR USE OF THE SERVICES; (B) ACCESS TO AND RELIABILITY OF THE SERVICES, SOFTWARE, OR HARDWARE, INCLUDING TIMELINESS AND AVAILABILITY; (C) FREEDOM FROM DEFECTS OR FAILURES IN ANY SOFTWARE OR HARDWARE USED; (D) FAILURES IN ANY TELECOMMUNICATIONS OR OTHER MEANS OF CONNECTION TO ANY SUCH SERVICES, SOFTWARE AND/OR HARDWARE, INCLUDING WITH RESPECT TO ANY UPLOADING OR TRANSCRIPTION OF THIRD PARTY OR YOUR DATA; (E) LOSS AND CORRUPTION OF YOUR DATA IN THE COURSE OF PERFORMING ANY SUCH SERVICES; AND/OR (F) ANY THIRD-PARTY INFORMATION, INSTRUCTION, DIRECTION, RECOMMENDATION, REPRESENTATION, OR STATEMENT MADE AVAILABLE TO YOU THROUGH YOUR USE OF THE SERVICES.

11.2 ANY AND ALL WARRANTIES OR REPRESENTATIONS SET FORTH HEREIN ARE SUBJECT TO THE FOLLOWING REQUIREMENTS:

- (a) YOUR COMPLIANCE WITH THIS AGREEMENT AND APPLICABLE LAW.
- (b) COMPLIANCE WITH ANY APPLICABLE USE REQUIREMENTS, PRODUCT OR HARDWARE INSTRUCTIONS, AND GENERALLY ACCEPTED INDUSTRY PRACTICE.
- (c) WE ARE PROMPTLY NOTIFIED OF ANY ALLEGED FAILURE OR DEFECT COMING TO YOUR ATTENTION AND WE HAVE BEEN GIVEN A REASONABLE OPPORTUNITY TO REMEDY THE FAILURE OR DEFECT.

11.3 Limitation of Liability

- (a) NONE OF US, OUR SUPPLIERS, AFFILIATES, LICENSORS, AND THE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF ANY OF THEM WILL BE RESPONSIBLE FOR AMOUNTS REPRESENTING INDIRECT LOSS, SPECIAL LOSS, INCIDENTAL LOSS, CONSEQUENTIAL LOSS, OR PUNITIVE DAMAGES, INCLUDING LOSS OF BUSINESS OR OPPORTUNITY ARISING FROM THE PERFORMANCE OR BREACH OF ANY PART OF THIS AGREEMENT.
- (b) NONE OF US, OUR SUPPLIERS, AFFILIATES, LICENSORS, AND THE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF ANY OF THEM WILL BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY AMOUNT IN EXCESS OF \$100, WHETHER FOR A SINGLE CLAIM, ACT, OR OMISSION, OR FOR A SERIES OF RELATED OR

UNRELATED CLAIMS, ACTS, OR OMISSIONS.

- (c) THE LIMITATIONS AND EXCLUSIONS DESCRIBED AND REFERRED TO IN THIS SECTION APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE DAMAGES OR OTHER RELIEF SOUGHT ARE BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTIONS, DAMAGES OR OTHER RELIEF. IF THE LAW IN ANY COUNTRY, STATE OR OTHER JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED CONDITIONS OR WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY IN THE TERMS EXPRESSED IN THIS SECTION OR OTHERWISE SO IMPLIED, THE LIMITATIONS AND EXCLUSIONS SET OUT ABOVE ARE TO THAT EXTENT INAPPLICABLE TO YOU BUT OTHERWISE APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH COUNTRY, STATE OR OTHER JURISDICTION.

11.4 Indemnification.

- (a) Subject to 11.4(b), we agree that we shall, upon written request, defend, hold harmless and indemnify you, and your directors, officers, and employees, from any third party claims, demands, and legal proceedings (including actions by government authorities) and all resulting liabilities judgments, settlements, expenses, and costs (including reasonable attorney's fees) (each, a "Claim") arising out of or related to: (I) infringement of third party Intellectual Property solely to the extent that such Intellectual Property infringement arises due to any act or omission by us without contribution from you; (II) breaches of Section 8; and (III) any act or omission constituting gross negligence or willful misconduct by us in the performance of the Purchased Services. In the event of a Claim against you with respect to (I), or if we reasonably believe the Services may infringe the a third party's Intellectual Property, we may in our sole discretion:
- (i) so far as reasonably practicable, modify the Purchased Services so that they no longer so infringe, subject to and without limiting Section 3.5;
 - (ii) obtain a license for your continued use of the Purchased Services in accordance with this Agreement; or
 - (iii) terminate this Agreement upon 30 days' written notice and refund to you any prepaid fees covering the remainder of the term after the effective date of termination.
- (b) Notwithstanding anything to the contrary in this Agreement our total aggregate liability for any one or more Claims under Section 11.4(a) above, whether in respect of a single act or omission or a series thereof, shall not exceed an amount equal to 2x the Fees paid by you for the applicable Purchased Services during the 12 month period immediately preceding the date of the first Claim made against you.
- (c) You agree that you shall upon written request, defend, hold harmless and indemnify us, our suppliers, affiliates, licensors, and the directors, officers, employees and agents of any of them, from any Claim arising out of or related to: (I) breaches by you or your Users of Sections 3.2, 3.3, 8, 9, 10, 12.1 and 12.13; and (II) any act or omission constituting you or your Users gross negligence or willful misconduct.
- (d) The obligations on any indemnifying party set forth above in this Section are subject to: (a) Prompt written notice of any Claim, actual or alleged, is provided to the indemnifying party; (b) absolute control of the defense and settlement of the Claim is given to the indemnifying party (provided that you may not settle any Claim against us unless the settlement unconditionally releases us of all liability); and (c) all reasonable assistance is provided by the indemnified party, at the indemnifying party's expense.

- 11.5 Acknowledgement.** You acknowledge and agrees that we have set our prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the Parties.

11.6 Force Majeure. We shall not be liable for any loss or damage arising, directly or indirectly, through or as a consequence of, or any delay in the fulfillment of or failure to fulfill an order for any cause beyond our reasonable control including, without limitation, any act of God, pandemic or epidemic, government regulation or order, inability to obtain from or curtailment of our then existing sources of supply of energy, raw materials, or components, water shortage, explosion, fire, flood, civil commotion, terrorist act, war (whether or not declared), inability to obtain labor, lockout, strike, or other labor trouble. In any such event, We may terminate this Agreement in whole or in part, or delay performance thereunder, and shall give you notice of such election. You agree to pay us for any Services provided up to and including the date of notice of such election.

12. General

12.1 Anti Corruption. In entering into this Agreement, You acknowledge you have not received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value (excluding reasonable gifts in the ordinary course of business) from any of our employees or agents in connection with this Agreement and that you abide by applicable anti-corruption laws.

12.2 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals will be in writing and be deemed to have been given upon (a) personal delivery, (b) the second business day after mailing by registered mail, (c) the first business day after sending by confirmed facsimile, or (d) the first business day after sending by email. All notices to be sent to us under this Agreement shall be sent by email to semios@legal.com, with a hardcopy to follow to our Global HQ at:

Semios
22 E 5th Ave, Vancouver
V5T 1G8, BC, Canada

12.3 General Notice to You and Users. A notice by us to you or to your Users, which applies generally to your Users or a significant number of Users, may be posted on our website and is deemed to be given by us and received by you and your users when posted on our website.

12.4 Relationship of the Parties. Nothing in this Agreement constitutes one party the agent, partner or joint venturer of the other party.

12.5 Third-Party Beneficiaries. Subject to this Section 12.5, there are no other third-party beneficiaries to this Agreement except that it is the parties intention that (i) nothing in this Section 12.5 limit the protections afforded to the third-parties set forth in Sections 11.5 and 11.6; and (ii) that any of our Affiliates may assume the right to enforce any claim under this Agreement against you in our place.

12.6 Remedies. You acknowledge that any breach of Sections 8 and 10 would cause us irreparable harm for which We have no adequate remedies at law and would not be compensable by monetary damages alone. Accordingly, We are entitled to obtain, and You consent to the granting of, any specific performance or injunctive relief for any such breach or threatened breach without posting a bond or proving actual damages, and without prejudicing any other rights or remedies available to us at law or equity.

12.7 Forum. The parties irrevocably and unconditionally waive (a) any defense of an inconvenient forum to the maintenance of any claim or action; (b) any objection to venue with respect to any action or claim on account of the place of residence or domicile of any party thereto; and (c) to the extent permitted by law, the right to a jury trial in connection with any action or claim arising out of this Agreement or the performance (or non-performance) of the Purchased Services. In the event that Section 2.4(b), (c), or (d) is deemed unenforceable, the jurisdiction of choice shall be British Columbia, Canada and claims or disputes arising out of this Agreement or in respect of the Purchased Services may only be brought in the provincial or Federal courts in Vancouver, British

Columbia, Canada.

12.8 Legal Fees. You will pay on demand all of our reasonable legal fees and other costs incurred by us to collect any Fees or charges due by you to us under this Agreement.

12.9 Assignment: You cannot assign any part or all of this Agreement to another party without our prior written consent. We may assign this Agreement, or any claim hereunder, to any of our Affiliates, with or without notice, or in connection with any merger, consolidation, reorganization, sale, or similar transaction. This Agreement shall enure and be binding upon a parties respective successors and permitted assigns.

12.10 Severability. If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement, solely to the extent that the circumstances leading to the unenforceability, be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

12.11 No Waiver. A failure by either party to insist on compliance with any of the terms of this Agreement will not affect that party's right to require such compliance at any later time, nor shall a failure by a party to exercise any right hereunder operate as a waiver of any such right. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

12.12 Entire Agreement. This Agreement contains the entire understanding between the parties concerning the provision of Services and supersedes all prior agreements and communications between you and us. Except for changes to our SULA and Privacy Policy, any amendment to this Agreement must be agreed to in writing by both parties. For the purposes of this Section 12.11, agreement in writing shall include agreement in electronic form.

12.13 Export Compliance. The Services, Software, and Hardware that we make available, and derivatives thereof, may be subject to export control and economic sanctions laws of the United States, European Union, Canada, Australia, and other relevant jurisdictions (the "Export Control and Sanctions Laws"). Each party represents that it is not named on any U.S. government denied-party list. You shall not and shall not permit your Users to use or access to our Services, Hardware and/or Software in breach of or contrary to applicable Export Control and Sanctions Laws. Further, by using any of our Services, Hardware and/or Software, you certify that none of you or your Users, or any person who is owned or controlled by, or are acting on behalf of, or at the direction of, you or any of them, are located, resident, operating, or organized in, or will access or use any our Services, Hardware and/or Software from, a country or territory subject to, or whose government is subject to comprehensive U.S. sanctions (currently including Cuba, Crimea Region of Ukraine, Iran, North Korea, Venezuela, or Syria).

12.14 Survival: The following shall survive the termination, expiration, or lapse of this Agreement: Sections 1, 2.4, 3.3, 4.4, 5.2, 6, 8, 9.2, 9.3, 10, 11, 12 and 13.

13. Definitions

Advisor means any customer who accesses or uses the Services, Software, or Hardware, for the purposes of advising or making recommendations to others with respect to the use of Crop Treatment Products and/or other growing or farming practices.

Affiliate means any business entity that: (i) from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or (ii) is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such business entity or its business and assets;

AgData means data that applies to crops, crop fields, agricultural operations, meteorological data, or other data relating to or affecting agriculture.

Agreement means these terms and conditions, as well as the Privacy Policy, SULA, any applicable Order Form, and, if we specifically agree in writing in an Order Form or other written agreement, any other terms, additions, or modifications.

Applicable Law means laws and regulations which apply in the jurisdiction in which we provide Services to you.

Background Data means data that is sourced from third-parties outside of our relationship with you, including publicly accessible databases and data from services supplied by other organizations.

Basic Support means the technical support and training relevant to the standard functionality of the Purchased Services when used in the ordinary course and in accordance with any applicable User Guide. For clarity, it excludes support for any third party system, software or application.

Beta Services means products or services related to an applicable Service that are not generally available to our customers and which may include products or services that are still being tested, validated, or developed, or products and services that we define as such. Beta Services may be Purchased Services to the extent that they are purchased in an Order Form.

Confidential Information means any technical, business, or agricultural information exchanged between the parties, and includes pricing and other terms such as those that may be included in a Order Form, information that is marked or indicated by one of the parties as being confidential or proprietary and information that a reasonable person would consider as being confidential taking into account the nature of the disclosed information and the circumstances of its disclosure, but does not include:

- i) Information already known or becomes known to the Receiving Party through no wrongful or unlawful act of the Receiving Party.
- ii) Information that is or becomes publicly known through no wrongful act of the Receiving Party.
- iii) Information that is received by the Receiving Party from a third-party without restriction.
- iv) Information that is independently developed by the Receiving Party without use or reliance on the confidential information of the Disclosing Party.

Crop Treatment Products means materials that are applied to your crops, crop fields or applied during typical agronomic practices. This includes, but is not limited to, materials such as water, fertilizers, and pesticides.

Data Insights means any data or information, including, images, analyses, conclusions, models, or other subject matter that is based on or derived from other data, where the data has been modified, altered, transformed, translated, edited, or combined with other data such as aggregated data.

Effective Date The earlier of (i) the start date specified in a Order Form; or (ii) such earlier date, even if retroactive to your acceptance of this Agreement, as you may have received or we have provided to you any benefit under this Agreement.

Embedded Software means any Software that is incorporated into, and delivered to you by us, as part of Hardware.

Farm Operations Data means data that relates to the management of your farm that is uploaded and/or submitted to us by you, your Users and Advisors on your behalf, such as harvest and yield data, irrigation programs, insect or crop phenology biofix data, pesticide use recommendations, and work order schedules.

Fees means the payment in exchange for the Purchased Services, as specified in an Order Form.

Hardware means the hardware and equipment developed by us, or provided or made available to you by us, including in association with the Services.

Identifiable Data means information that can be used to uniquely identify a customer and their business operations.

Insolvency Event means the occurrence of any of the following events in any jurisdiction:

- i) Adjudication that you are bankrupt or insolvent;
- ii) The filing by you of a petition of bankruptcy or insolvency, or a petition or answer seeking reorganization, readjustment or rearrangement of your business or affairs under any law or governmental regulation relating to bankruptcy or insolvency;
- iii) The appointment of a receiver for your business or for all or substantially all of your property;
- iv) The making by you of an assignment or an attempted assignment for the benefit of your creditors;
- v) The institution by you of any proceedings for the liquidation or winding up of your business or affairs; or
- vi) Any similar event resulting from your inability to pay your outstanding debts..

Intellectual Property means all intellectual property and proprietary rights, including any invention, improvement, patent, patent application, copyright, work, copyright application, trade mark, trade mark application, trade secret, Confidential Information, technology, method, process, algorithm, license, or know-how, ideas, research and development, software and software products, hardware and hardware components (including the structure, mode of operation, and/or functionality thereof), data, formulas, compositions, manufacturing and production processes and business and marketing plans and Order Forms, or any other intellectual or intangible property or right, tangible or otherwise, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained, and whether or not patentable or copyrightable, as well as any rights, title, and interests, exclusive or otherwise, in and to such intellectual property.

Malicious Code means computer code or instructions that have a material adverse effect on the operation, security or integrity of the Software or the Services including but not limited to viruses, Trojan horses, malware, time bombs, undisclosed back door devices, worms or other harmful software.

Non-Customer Damage means damage to Hardware resulting from an act or omission by us or ordinary wear and tear resulting from expected and permitted uses.

Non Excludable Law means any applicable law which provides for guarantees or warranties to be provided which cannot be excluded by contract and any other applicable law which explicitly and absolutely prohibits a particular course of conduct or action otherwise permitted under this Agreement.

Non Semios Application(s) means any online and/or offline software, software product, application, and/or service provided or offered to you by any person or entity other than us, and which includes any hardware incorporating any such software, software product, application, and/or service which may or may not be interoperable with the Services or Software.

Order Form means any online shopping cart, document, order form, specification, work order, click-through agreement, or other instrument in which the parties set forth their intention to provide and receive the Purchased

Services, whether written or electronic, and which may but does not necessarily specify the applicable Fees (if any), your subscription or other delivery model, and any other terms relating to the Purchased Services such as specifications, requirements, and deliverables associated therewith.

Personal Information means information that is individually identifiable, relating to a specific individual and that the identity of the individual is or may be readily ascertained from the information. With an exception to the extent that the information is used for identifying a business or its contact information, such as the name of a sole proprietorship and its email address, telephone number, and physical address.

Privacy Policy means our privacy policy.

Purchased Services means the Services that you purchase pursuant to a Order Form. Purchased Services do not include services provided pursuant to a Free Trial, but may include Beta Services.

SaaS Services means Purchased Services that do not include a Hardware component.

SaaS Subscription means a subscription for SaaS Services as specified in Section 2.

Semios IP means any Intellectual Property that is owned or controlled by us or our Affiliates.

Sensed Data means data that is collected by Hardware and/or is used in association with the Services, including but not limited to data relating to soil moisture, pressure, precipitation, temperature, equipment status and insect trapping. For clarity, Sensed Data does not include data owned by third-parties.

Services means all services that are, pursuant to this Agreement, performed or provided by us or a representative thereof, and/or provided by or accessed via the Software owned or controlled by us. Services shall include your use of any Hardware and/or Software, and other personalized services such as installation labor, advice, or on demand analytics. For clarity, Services do not include Non-Semios Applications.

Software means the source code, object code, program modules, executables, data files relating to software implementation, feature sets, features and components thereof, including all updates, upgrades, and additions thereto, and further including any third party software used in connection with any of the foregoing, provided by us or used in connection with our provision of the Services. For clarity, Software includes Embedded Software.

SULA means our Software User License Agreement.

Tax or **Taxes** means taxes, duties and charges of any kind imposed by any taxing authority in connection with the Services (except taxes based upon your or our income).

Upgraded Support means any technical support and training beyond Basic Support as set out in a separate service level agreement between you and us.

User means any person who is authorized by you to use a Service, pursuant to the terms of this Agreement, and to whom we (or, in some cases, you) have supplied valid user credentials, which are uniquely associated with such individual, for accessing the Software solely for use in association with your business. Users may include your employees and consultants, contractors and, subject to our written consent, other third parties who you transact business with.

User Guide means the online user guides and self-help solutions, as updated from time to time, accessible via support portals or logging in to the applicable Services.

Your Data means data that you, or your Users, provide to us through your use of the Services such as Sensed Data, Farm Operations Data and tagged images.

we , us or our means the Semios entity with whom you are contracting with pursuant to Section 2.4.

Schedule

In accordance with Section 2.4 above, certain contractual elements of this Agreement will be determined in accordance with your jurisdiction, including the Contracting Entity with whom you are entering into this Agreement.

Contracting Entity	Governing Law	Jurisdiction	Special Terms
Aprecs Inc., a company incorporated under the laws of the State of Delaware, USA.	British Columbia (and the Federal law of Canada to the extent it applies)	The provincial and federal courts in Vancouver, British Columbia	<i>We are not responsible for compliance by you and your Users with applicable laws, regulations, standards and codes of practice, including any requirements or directions of the Environmental Protection Authority or other Federal and State regulatory authorities, relating to particular products or services supplied or provided to you, your Users or any other person by a third party by reason of or in any way arising from access to, use of or reliance upon the Software or our Services.</i>



APRECS by SEMIOS SOFTWARE USER LICENSE AGREEMENT

Effective October 18, 2022

PLEASE READ THIS SOFTWARE USER LICENSE AGREEMENT (“SULA”) BEFORE INSTALLING, ACCESSING OR USING SEMIOS SUPPLIED SOFTWARE. BY, AND IN CONSIDERATION OF, DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE OR THE EQUIPMENT THAT CONTAINS THIS SOFTWARE, YOU (“YOU” OR “YOUR”) CONSENT AND AGREE TO BE BOUND BY THIS SULA. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN YOU MAY NOT DOWNLOAD, INSTALL, ACCESS, OR USE THE SOFTWARE.

- 1. This Agreement.** You, or the organization or entity (“Your Company”) on whose behalf You will be downloading, installing, accessing, or using the Software (as defined below), may have entered into one or more agreements with a Semios Entity (defined below) relating to Your use of the Software (the “Master Agreement”). This SULA is incorporated into and forms a part of any applicable Master Agreement entered into between You or Your Company. In the event of any conflict or inconsistency between any of the terms of this SULA and those of an applicable Master Agreement, solely to the extent necessary to resolve such conflict or inconsistency, unless expressly stated otherwise, the terms set forth in the Master Agreement shall be deemed to apply to the extent necessary to avoid the conflict or inconsistency. Subject to the foregoing, the terms of this SULA shall apply to You in respect of all Your downloading, installing, accessing, or using the Software.
- 2. The Parties.** You are entering into this SULA with (the “Semios Entity): (i) if no Master Agreement applies in respect of Your use of the Software, SemiosBio Technologies Inc., OR, (ii) if a Master Agreement applies to Your use of the Software, the Semios Affiliate with whom You or Your Company entered into the Master Agreement. In this SULA, “Semios”, “We”, “Us” or “Our” means the Semios Entity as determined in accordance with the foregoing. An “Affiliate” is any business entity that (i) from time to time, directly or indirectly controls, is controlled by, or is under common control with a party to this SULA, or (ii) that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, acquisition, reorganization, sale or other disposition) to any such business entity. For the purposes of the foregoing, an entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. A “Supplier” is any third-party that has been authorized by Semios to sell Semios’s services or those of one of its Affiliates.
- 3. The Software.** In this SULA, “Software” means the source code, object code, program modules, data files, or other computer-implemented or computer-readable component related to software implementation, feature sets, features and components thereof that: (a) has been supplied by or obtained from Us, an Affiliate, or a Supplier, directly or indirectly, including but not limited to Our Apps, web-based and/or hosted platforms, dispenser scheduling software, and data modelling software (referred to herein as “Non-Embedded Software”); (b) software that has been embedded in equipment that You or Your Company has obtained from or is provided by or is controlled by any of Semios, an Affiliate, or a Supplier (such hardware being referred to herein as “Semios Hardware”), including but not limited to dispenser software and sensor software (referred to herein as “Embedded Software”); (c) updates, upgrades, fixes, additions, and improvements to any of the foregoing, including both Non-Embedded Software and Embedded Software; (d) replacements of any of the foregoing, including when embedded in or loaded onto existing or replacement equipment; and (e) any software, website, service, and/or executable, whether or not accessible via the Internet or other communications network, on equipment that is owned or controlled by any of Us or our Affiliates.
- 4. License Grant.** Subject to compliance with this SULA and any applicable Master Agreement, We grant to You a non-exclusive and non-transferable license, without right to sublicense, to use the Software solely in executable form only and solely for Your, or, if applicable, Your Company’s, internal business purposes, subject to the following use restrictions:
 - a. You shall use Software solely for the purposes of (i) operating and using Semios Hardware as intended; or (ii) interacting with or controlling third-party agricultural hardware as intended; or (iii) using, analyzing, storing, and accessing agricultural data as intended;



- b. You shall comply with any applicable Master Agreement, as well as with any user documentation that accompanies the Software and/or the particular licenses purchased by You or Your Company, which You hereby acknowledge may specify limits to Your use of the Software.
- c. You agree to comply with, and acknowledge the incorporation into this SULA of, all terms and conditions of use applicable to third-party software which may interoperate with or be incorporated into the Software. Google's and, as may be applicable, other third parties' specific terms can be found in the Schedule.

No license is granted herein to any user who did not purchase the applicable license(s) for the Software as part of services purchased from Us, or any of Our Affiliates or Suppliers, unless such user is an authorized representative of Your Company. All rights not specifically granted herein are reserved by Us.

5. Use Prohibitions and Your Responsibilities. Notwithstanding any licenses granted by this SULA, the following are prohibited, and You hereby agree that you shall not: (a) modify, unbundle, decompile, translate into other computer languages, reverse engineer, or create derivative works based on the Software; (b) make unauthorized copies of the Software (except for Non-Embedded Software, which may solely be copied as necessary for backup purposes); (c) rent, sell, transfer, or grant any rights in and to any copy of the Software, in any form, to any third-party; (d) remove any proprietary notices, labels, or marks on or in any copy of the Software or any product in which the Software is embedded; (e) distribute any copy of the Software to any third-party, including as may be embedded in Semios Hardware sold in the secondhand market; (f) use any 'locked' or key-restricted feature, function, service, application, operation, or capability without first purchasing the applicable license(s) and obtaining a valid key or other technical authorization from Semios, an Affiliate or a Supplier, even if such feature, function, service, application, operation, or capability is enabled without a key or other technical authorization; (g) distribute any access credentials, key, or other identifier or technical authorization for the Software to any other individual or third-party; (h) use the Software in any manner that extends, or is broader than, the uses purchased by You or Your Company from Semios, an Affiliate or a Supplier; (i) use Embedded Software on non-Semios equipment, or use Non-Embedded Software on equipment not intended for use in association with the Software; (j) remove or copy Embedded Software from any hardware supplied by Us, an Affiliate, or a Supplier, or otherwise use Embedded Software on any equipment that You or Your Company did not originally purchase or receive from Semios, an Affiliate or a Supplier; (k) violate or breach any third-party license terms applicable to third-party software used in association with Semios Hardware the Software; (m) break, hack, circumvent, avoid, bypass, remove, deactivate or impair any technological protection measure or digital rights management measure intended to prevent access to or copying of any Software; or (n) use the Software in any manner other than as expressly provided herein. The license granted to You under Section 4, as well as any other licenses and benefits which may be granted to You by Us, an Affiliate, or a Supplier, is subject to, and conditional on, Your continued compliance with this SULA, including this Section 5. Violation of any term or condition of this SULA may, at the sole discretion of any of Us or our Affiliates, result in the immediate revocation and/or termination of this SULA and/or any Master Agreement. You are responsible to maintain proper back-ups of all data resulting from Our products.

6. Ownership. We or Our licensors respectively retain ownership of all of our or their right, title, and interest in and to the Software, associated documentation, all copies of the Software, and all intellectual property rights therein or thereto. Nothing in this SULA constitutes a transfer or conveyance of any right, title, or interest in the Software or associated documentation, or a sale of the Software, associated documentation, or copies of the Software other than the license explicitly granted in Section 4.

7. Warranty and Disclaimer.

- a. Limited Warranty. For any missing or non-operating Software that is solely a result of an act or omission by Us, We will repair or replace any such Software at Our expense to the extent that such missing or non-operating Software is preventing Us, as determined in Our sole discretion, from providing any services We have agreed to provide to You or Your Company pursuant to a Master Agreement. This warranty shall not apply (i) to the extent that any Embedded Software is embedded in hardware that is already covered by an applicable Master Agreement with Us or an Affiliate, which would result in the replacement or repair of the Software; or (ii) to the extent that execution of the Software is impaired due to unauthorized or prohibited use of the Software, or other act or omission, by You or Your Company or (iii) in the event that You breach



any applicable term of this SULA or an applicable Master Agreement. Our entire liability, and the liability of any of Our Affiliates and/or Suppliers, and Your exclusive remedy, for any breach of the foregoing warranty shall be replacement of the Software if necessary or, if applicable, the defective media in which the Software is contained. Any replacement Software or media will be warranted under this same warranty for the remainder of the original warranty period.

b. Disclaimer.

- i. Nothing in this SULA shall give rise to any obligation to support the Software except for the limited warranty set forth in this Section 7.
- ii. THE SOFTWARE, AND ANY OUTPUT THEREFROM, IS PROVIDED "AS IS" AND WE MAKE NO WARRANTY AS TO ACCURACY, USE, SUITABILITY FOR ANY PURPOSE, OR PERFORMANCE. SUBJECT TO SECTION 7.A., AND EXCEPT TO THE EXTENT THE EXCLUSIONS OR LIMITATIONS SET OUT IN THIS SECTION 7.B ARE PROHIBITED BY APPLICABLE LAW, NONE OF US, OUR AFFILIATES, OUR SUPPLIERS, OR THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES OF ANY OF THEM, MAKE ANY WARRANTY, CONDITION OR REPRESENTATION (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER RELATING TO THE SOFTWARE OR THE OUTPUT THEREFROM OR THE RESULTS ACHIEVED OR NOT ACHIEVED THEREBY, INCLUDING, WITHOUT LIMITATION: (I) NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, INTEGRATION, OR FITNESS FOR A PARTICULAR PURPOSE; (II) THAT THE SOFTWARE, OR ANY OUTPUT THEREFROM, WILL BE ERROR-FREE, FREE OF VULNERABILITY TO INTRUSION OR ATTACK; OR (III) THAT THE SOFTWARE WILL BE FREE FROM INTERRUPTIONS OR OTHER FAILURES; OR (IV) THAT THE SOFTWARE WILL MEET YOUR OR YOUR COMPANY'S REQUIREMENTS.
- iii. The Software is not designed or intended for use in any life-saving, life-support or life-critical equipment or services, and We disclaim any express or implied warranty of fitness for such uses. You and Your Company assumes responsibility for selecting the Software to achieve You or Your Company's intended results, and for You or Your Company's use thereof.
- iv. WE HAVE NO CONTROL OVER INTEROPERABLE THIRD-PARTY SOFTWARE. YOU OR YOUR COMPANY ARE LIABLE FOR ANY CLAIMS, DAMAGES OR LOSS RESULTING FROM ANY USE OF THE THIRD-PARTY SOFTWARE WHICH DOES NOT COMPLY WITH ANY TERMS AND CONDITIONS APPLICABLE THERETO.

8. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NONE OF US, OUR AFFILIATES, OUR SUPPLIERS, OR THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES OF ANY OF THEM ("THE PROTECTED PARTIES") SHALL BE LIABLE FOR ANY LOSS, DAMAGE, OR CLAIMS THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS SULA OR THE USE OR FAILURE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO (I) ANY CROP FAILURE, MISSED SCHEDULED OR FAILED APPLICATION OF PHEROMONES OR OTHER MATERIALS OR TREATMENT, DAMAGE TO CROPS FROM APPLIED OR MISAPPLIED PHEROMONES OR OTHER MATERIALS OR TREATMENT, SENSOR FAILURE, CONTROL DEVICE FAILURE, IMPROPER OR FAILED ANALYSIS OF DATA RELATING TO YOUR AGRICULTURAL PRODUCTS; (II) LOST PROFITS, LOST OPPORTUNITY, OR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (III) FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL ANY OF THE PROTECTED PARTIES BE LIABLE FOR DAMAGES ARISING FROM UNAUTHORIZED OR IMPROPER USE OF THE SOFTWARE, OR FROM YOU OR YOUR COMPANY'S USE OF THIRD-PARTY SOFTWARE INTEROPERABLE WITH THE SOFTWARE. FURTHER, IN NO EVENT SHALL THE PROTECTED PARTIES' AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER FOR A SINGLE CLAIM, ACT, OR OMISSION, OR FOR A SERIES OF RELATED OR UNRELATED CLAIMS, ACTS, OR OMISSIONS, AND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR OTHERWISE, EXCEED \$100 (US). You acknowledge and agree that We have set our prices and entered into this SULA in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.



- 9. Termination.** Any breach of this SULA or failure by You or, if applicable, Your Company to pay any applicable fees due pursuant to any applicable Master Agreement, may, in Our discretion, result in automatic termination of the license granted herein. Upon such termination, You shall destroy or return to Us all copies of the Software and related documentation in Your possession or control and may be required by Us to provide certification of compliance with these terms.
- 10. Export.** You agree to comply with all applicable export laws and restrictions and regulations of any United States and any applicable foreign agency or authority, and not to export or re-export the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. You shall be liable for any such violations. The version of the Software supplied to You may contain encryption or other capabilities restricting Your ability to export the Software without an export license.
- 11. Miscellaneous.** This SULA shall be governed by the laws of (i) the jurisdiction as determined by an applicable Master Agreement, or, (ii) solely if there is no applicable Master Agreement or no jurisdiction is determined thereby, whether through omission or because the Master Agreement or any applicable term is deemed invalid or unenforceable, the Province of British Columbia, without reference to any conflicts of laws principles. For any disputes arising under this SULA or in association with the Software in any way, the parties hereby consent to the personal and exclusive jurisdiction of, and the venue in, the courts as set forth in an applicable Master Agreement, or, solely if there is no applicable Master Agreement or no jurisdiction is determined thereby, whether through omission or because the Master Agreement or any applicable term is deemed invalid or unenforceable, the provincial and federal courts in Vancouver, British Columbia. Except when this SULA is part of an applicable Master Agreement, this SULA constitutes the entire and sole agreement between Us and You with respect to the Software, and supersedes all prior and contemporaneous agreements relating to the Software, whether oral or written. No modification to this SULA nor any waiver of any rights hereunder shall be effective unless expressly assented to in writing by the parties (which shall include assent by electronic communication). You may not assign this SULA, or any right or obligation arising under this SULA, whether voluntarily, by operation of law, or otherwise, and any purported assignment or transfer is void, without Our prior written consent. We may assign this SULA in connection with a merger or acquisition of Us, or of substantially all Our business and/or assets. If any portion of this SULA is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this SULA.



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Google

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- (a) [The Google Maps/Google Earth Additional Terms of Service](#); and
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