

**ENRICHED AG, INC.**

**Data Services Terms**

**Effective Date: 10/27/2023**

These Data Services Terms (these “**Terms**” or this “**Agreement**”) provide the terms and conditions under which Enriched Ag, Inc., a Delaware corporation (“**Enriched Ag**”) provides you, the individual as well as any business entity you represent in connection with these Terms (“**you**” or “**Customer**”) with access to and use of Enriched Ag’s Insights and Vision platform (the “**Platform**”) and related services (collectively, the “**Services**” or the “**Data Services**”) on a subscription basis (“**Subscription**”).

Please read these Terms carefully before using the Data Services, as your use of the Data Services will signify your assent to be bound by these Terms, which include limitations on Enriched Ag’s liability. **IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE DATA SERVICES.**

**1. PROVISION OF DATA SERVICES**

**1.1 Access and Use of the Data Services.** During the term of your Subscription, and subject to the terms and conditions of this Agreement, Enriched Ag will use commercially reasonable efforts to make available to Customer, and Customer may access and use, the Platform and Data Services in accordance with this Agreement. As part of such access and use, Enriched Ag may provide you with access to certain data and information which may include agricultural, weather, satellite imagery, parcel, economic and other data collected by or for Enriched Ag or through use of the Platform used to generate output to users (“**System Data**”). You may access and use the System Data solely as part of the final output you obtain as a result of processing Customer Data (defined below”) through the Services (the “**Output**”) for your own personal or internal business purposes in the United States of America or Canada] (“**Permitted Use**”).

**1.2 Service Level.** During the term of this Agreement, Enriched Ag will use commercially reasonable efforts to provide technical support and to make the Service available.

**1.3 Modifications.** Enriched Ag reserves the right to modify the Platform and the Services, at its discretion, including modifications, additions or deletions of features, functionalities, and content available through the Platform and the Services. Enriched Ag will use commercially reasonable efforts to notify Customer (which may include posting on the Platform) of any material changes which Enriched Ag reasonably believes may adversely affect Customer’s ability to access or use the Services during your Subscription to such Services.

**1.4 Host Provider.** Notwithstanding any other provision of this Agreement, Customer acknowledges that Enriched Ag uses one or more third party providers (currently, but not limited to, Google Cloud Platform (GCP)) for data center services with respect to the Service (“**Host Providers**”), and Customer agrees that the terms of this Agreement, including without limitation those relating to service levels and the like, do not apply to the Host Providers, except and to the extent the Host Providers have otherwise agreed to any such terms.

**1.5 Customer Responsibilities.** Customer is responsible for access to and use of the Platform and Services by Customer and its users (“**Users**”), including all activity occurring under your account, and will use reasonable measures to protect the account information and access credentials (including passwords and devices or information used for multi-factor authentication purposes) used to access the Platform and the Services. Customer will promptly notify Enriched Ag of any unauthorized account use or other suspected security breach, or unauthorized use, copying, or distribution of the Platform or any Services.

**1.6 Customer Data.** Customer is solely responsible for all data and information specific to Customer or its Users that is input, submitted or uploaded to the Platform by Customer or Users (“**Customer Data**”), including its accuracy, quality, and legality. Customer represents and warrants that it: (a) has the legal rights to provide and use Customer Data in connection with the Services; and (b) will comply with all applicable laws and regulations relating to the collection, processing and use of Customer Data pursuant to this Agreement. Customer is responsible for taking and maintaining appropriate steps to protect

the confidentiality, integrity, and security of Customer Data, including: (i) controlling access that Customer provides to Users; and (ii) backing up Customer Data.

**1.7 Suspension Rights.** Enriched Ag may immediately suspend Customer's or User's access and use of the Platform or any Data Service if: (a) Enriched Ag believes there is a significant threat to the functionality, security, or integrity of the Platform or the Services or to Enriched Ag, Customer or to other customers; or (b) Customer or a User accesses or uses the Services in violation of this Agreement, including outside the scope of the Permitted Use, or in breach of Section 2.6 (Restrictions); or (c) if applicable, Customer fails to pay fees owed to Enriched Ag for the Data Services. If reasonably practicable and lawfully permitted, Enriched Ag will provide Customer with advance notice of any such suspension. Enriched Ag will use reasonable efforts to re-establish the subscription promptly after it determines that the issue causing the suspension has been resolved. Any Subscription suspension under this Section shall not excuse Customer's payment obligations (if any) under this Agreement.

**1.9 Publicity.** You agree that Enriched Ag may, from time to time, access, reproduce, modify, create derivative works of, publicly display and distribute, and otherwise use certain of your Customer Data for marketing purposes; provided that any such data that is displayed or disclosed publicly must be anonymized, de-identified, or otherwise disclosed in the manner such that it cannot reasonably be linked to an identifiable individual or to Customer or Users. In addition, Enriched Ag may request you to provide, and you agree not to unreasonably withhold consent to providing, a customer testimonial regarding Customer's use of the Platform and Data Services. Any such testimonial will be mutually agreed as to content.

## **2. PROPRIETARY RIGHTS AND LICENSES; RESTRICTIONS**

**2.1 Customer Data.** Except as expressly provided otherwise in this Agreement, as between Enriched Ag and Customer, Customer retains all right, title, and interest in and to Customer Data.

Customer grants Enriched Ag a non-exclusive, perpetual, worldwide, royalty-free license to access, reproduce, modify, create derivative works of, display, distribute and otherwise use the Customer Data (a) to perform its obligations (including to provide the Services during the Subscription) and (b) to exercise its rights, including to create modifications and enhancements to the Services, and (c) to use internally and to develop, train, evaluate and improve Enriched Ag's products and services, including in developing and improving Enriched Ag's machine learning models, both during and after the Subscription.

**2.2 License to Output.** Subject to the terms and conditions of this Agreement, Enriched Ag grants to Customer the non-exclusive, perpetual license to reproduce, distribute, modify, publicly perform, publicly display and use the Output solely for the Permitted Use.

**2.3 Enriched Ag Materials.** As between Enriched Ag and Customer, Enriched Ag retains all right, title, and interest, including all intellectual property rights, in and to the Platform, Data Services, System Data, Usage Data and all other materials provided by Enriched Ag, including all improvements, enhancements, modifications, derivative works, logos, and trademarks (collectively, the "**Enriched Ag Materials**"). Enriched Ag reserves all rights in and to the Enriched Ag Materials that are not expressly granted under this Agreement.

**2.4 Feedback.** Customer or Users may provide suggestions, enhancement or feature requests, or other feedback to Enriched Ag with respect to the Service ("**Feedback**"). If Customer or Users provide Feedback, Customer agrees that Enriched Ag may freely use the Feedback (including incorporating the Feedback into Enriched Ag's products and technologies) without restriction and without paying any compensation to Customer or Users.

**2.5 Usage Data.** In the course of Customer's and Users' use of the Platform and the Services, Enriched Ag may collect, access, use, process, transmit and/or store information or data regarding such use, including diagnostic and related information from the use, performance and operation of the Platform (the "**Usage Data**") in order to provide services to Enriched Ag's customers, and for product training, evaluation, improvement, research and development and other business purposes. Enriched Ag retains all intellectual property and proprietary rights in and to such Usage Data and may use and disclose such data at its sole discretion; provided that any such data that is shared with third parties must be aggregated, anonymized,

de-identified, or otherwise disclosed in the manner such that it cannot reasonably be linked to an identifiable individual or to Customer or Users.

**2.6 Restrictions.** Except as expressly permitted in this Agreement, Customer will not (and will not permit a User or third party to):

(a) sublicense, resell, rent, lease, distribute or otherwise transfer rights to, or usage of, all or any portion of the Platform or Services, to anyone else, including making the Platform or Services available on a timesharing, service bureau, or other similar basis;

(b) modify, adapt, translate, create derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, models or System Data of, any part of the Platform or Data Services;

(c) remove, modify, or obscure any proprietary rights notices contained in or included with the Platform or Services;  
(d) attempt to probe, scan or test the vulnerability of the Platform;

(e) attempt to gain unauthorized access to the Platform or Services, or to disrupt, degrade, impair, or violate the integrity, security, or performance of the Platform or the Services;

(f) access or use the Platform in order to build a competitive product or service;

(g) publicly disseminate performance information or analysis (including benchmarks) with respect to the Platform or Services except with Enriched Ag's prior express written consent;

(h) use the Platform or Services to store or transmit any viruses or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions;

(i) take any action that imposes or may impose an unreasonable or disproportionately large load on the Platform or Enriched Ag's or Host Provider's network or systems or to scrape or otherwise access, copy, distribute or disclose System Data beyond what is required to obtain Output for the Permitted Use, as determined by Enriched Ag in its sole discretion, including the use of any robots or spiders to access or use the Platform or the Services;

(j) disable or circumvent any monitoring or other technological security mechanism in the Platform;

(k) use any automated system, including any robots or spiders, to access or use the Platform or the Services in a manner that sends more requests or

(l) access or use the Platform or Data Services in a manner that violates applicable law or regulation (including any export regulations) or infringes or violates any third party rights.

### **3. PAYMENT; TAXES**

**3.1 Fees.** Unless otherwise agreed in writing by Enriched Ag, the monthly Subscription fees will be Enriched Ag's standard fees in effect at the time you sign up for the Subscription. Enriched Ag may modify fees at any time upon 30 days' notice to you, which may include by posting on the Platform. In addition, Enriched Ag reserves the right to charge additional fees for additional Services you may wish to use, including additional or different features or functionality; you will be notified of these fees at the time you order them from Enriched Ag.

**3.2 Payment.** Unless otherwise agreed in writing by Enriched Ag, Customer will pay Enriched Ag monthly Subscription fees and any and all other amounts you owe to Enriched Ag with respect to the Data Services via the payment method through which you originally signed up for the Data Services.

**3.3 Taxes.** All fees are exclusive of value added tax and any other federal, state, municipal, or other governmental taxes, duties, licenses, fees, excises, or tariffs, and Customer is responsible for paying any taxes assessed based on Customer's purchases under this Agreement.

#### **4. CONFIDENTIALITY**

**4.1 Confidentiality.** Each party acknowledges that it ("**Receiving Party**") may have access to non-public, confidential, or proprietary information of the disclosing party that is clearly marked confidential or reasonably should be assumed to be confidential given the nature of the information or the circumstances of disclosure ("**Confidential Information**") of the other party ("**Disclosing Party**") in connection with this Agreement. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of a similar nature but not less than reasonable care. The Receiving Party agrees to (i) not use any Confidential Information for any purpose other than to perform its obligations and exercise its rights under this Agreement, and (ii) restrict disclosure of Confidential Information only to individuals or third parties with a "need to know" such information in furtherance of this Agreement and who are under a substantially similar duty of confidentiality as provided in this Section 4. The Receiving Party may disclose the Disclosing Party's Confidential Information in any legal proceeding or as required by applicable law or regulation; provided, however, that to the extent permitted by applicable law, the Receiving Party will (1) promptly notify the Disclosing Party before disclosing the Disclosing Party's Confidential Information; (2) reasonably cooperate with and assist the Disclosing Party, at the Disclosing Party's expense, in any efforts by the Disclosing Party to contest the disclosure; and (3) disclose only that portion of the Disclosing Party's Confidential Information that is legally required to be disclosed.

**4.2 Confidentiality Exclusions.** Notwithstanding the foregoing, a Disclosing Party's Confidential Information will not include information that: (i) is or becomes a part of the public domain through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure by the Disclosing Party and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by a third party without restriction; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

#### **5. DISCLAIMER OF WARRANTIES**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, ENRICHED AG PROVIDES THE PLATFORM AND DATA SERVICES (INCLUDING OUTPUT AND SYSTEM DATA) "**AS IS**" AND "**AS AVAILABLE**," WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ENRICHED AG EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY, CONDITION, OR OTHER IMPLIED TERM AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE PLATFORM AND THE DATA SERVICES.

WITHOUT LIMITING THE FOREGOING, ENRICHED AG MAKES NO WARRANTY OR REPRESENTATION THAT THE OUTPUT, SYSTEM DATA, THE PLATFORM OR THE SERVICES: (A) WILL BE UNINTERRUPTED, COMPLETELY SECURE, ACCURATE, ERROR-FREE, OR FREE OF VIRUSES; OR (B) WILL MEET CUSTOMER'S OR USER'S REQUIREMENTS. ENRICHED AG IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER DATA, THIRD PARTY DATA OR SERVICES, OR ANY OTHER TECHNOLOGIES, DATA, SERVICES OR OTHER MATERIALS PROVIDED BY CUSTOMER, USERS OR THIRD PARTIES. ENRICHED AG DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY INTERCEPTION OR INTERRUPTION OF ANY COMMUNICATIONS THROUGH THE INTERNET, NETWORKS, OR SYSTEMS OUTSIDE ENRICHED AG'S CONTROL.

Other than Enriched Ag's express obligations under this Agreement, Customer bears all risk regarding the use, accuracy, correctness, reliability, contemporaneousness, and compatibility of the Data Services.

CERTAIN STATES MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE SHORTEST TIME PERIOD PERMITTED UNDER APPLICABLE LAW.

## 6. LIMITATION OF LIABILITY

**6.1 Disclaimer of Consequential Damages.** IN NO EVENT WILL ENRICHED AG BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUES, BUSINESS, PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), OR DATA IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, EVEN IF THE DAMAGES WERE FORESEEABLE OR IF ENRICHED AG HAD BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

**6.2 Enriched Ag's Liability.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF ENRICHED AG FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO ENRICHED AG UNDER THIS AGREEMENT DURING THE PRIOR TWELVE-MONTH PERIOD, OR IF NONE, THEN US\$500.

**6.3 Applicability of Limitations.** THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION 6 APPLY (A) WHETHER SUCH CLAIMS ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, STATUTE, OR OTHERWISE, AND (B) NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

CERTAIN STATES MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## 7. INTELLECTUAL PROPERTY CLAIMS

**7.1 Defense Obligations.** Enriched Ag will defend Customer from any third party claim, action, suit, or proceeding alleging that the Platform infringes such third party's patent, trademark, or copyright ("**IP Claim**"). Enriched Ag will pay Customers' reasonable attorney's fees and costs actually and necessarily incurred prior to tendering defense of the IP Claim to Enriched Ag, and will pay any damages finally awarded against Customer by a court of competent jurisdiction or agreed to by Enriched Ag in a settlement. If an IP Claim is made or appears likely to be made, Enriched Ag, in its sole discretion, may: (1) procure the right for Customer to continue accessing or using the Service under the terms of this Agreement; or (2) modify or replace the Platform to be non-infringing without material decrease in functionality. If Enriched Ag, in its sole discretion, determines that neither of the foregoing options is reasonably feasible, Enriched Ag may terminate this Agreement, including Customer's Subscription to the Services, upon written notice.

The foregoing shall be Enriched Ag's entire obligation and liability, and Customer's exclusive remedy, in connection with any intellectual property rights infringement claim relating to this Agreement.

**7.2 Exclusions.** Enriched Ag will have no indemnity obligation for any claim to the extent such IP Claim, in whole or in part, is based on: (i) inputs to or modifications of the Platform or Data Services by Customer or a third party, including System Data provided by a third party; (ii) access or use of the Service in a manner that violates the terms and conditions of this Agreement; (iii) technology, data, designs, instructions, or requirements provided by Customer or a third party on Customer's behalf; (iv) combination, operation, or use of the Service with non-Enriched Ag data, products, software, services, or business processes, if a claim would not have occurred but for such combination, operation, or use; or (v) Customer Data.

**7.3 Defense Procedures.** Customer will: (a) promptly notify Enriched Ag in writing of any indemnifiable claim; (b) give Enriched Ag all reasonable assistance, at Enriched Ag's expense; and (c) give Enriched Ag sole control of the defense and settlement of the claim. Any settlement of a claim will not include a specific performance obligation imposed on Customer other than the obligation to cease using the Service, or an admission of liability by Customer, without Customer's consent. Customer may join in the defense of an indemnifiable claim with counsel of its choice at its own expense but may not settle or compromise the claim without Enriched Ag's prior express written consent.

## 8. SUBSCRIPTION TERM AND TERMINATION

**8.1 Subscription Term.** Your Subscription begins upon Enriched Ag providing you with initial access to the Platform and, unless earlier terminated as provided in these Terms, remains in effect for a period of one year ("**Initial Term**"), and will automatically renew for one or more additional periods of one year each (each a "**Renewal Period**"), unless terminated

earlier in accordance with this Agreement. Either party may terminate this Agreement at any time for its convenience and without cause upon thirty (30) days written notice.

**8.2 Termination for Cause.** Either party may terminate this Agreement if the other party (i) materially breaches its obligations under this Agreement and does not cure the breach within thirty (30) days after receipt of written notice of the breach; or (ii) files or has filed against it, any proceeding in bankruptcy or for the appointment of a receiver or any other proceedings under any law for the relief of debtors, or ceases to do business in the ordinary course. You agree that Enriched Ag's rights under this provision are in addition to its suspension rights set forth above.

**8.3 Effect of Termination.** Upon termination or expiration of this Agreement: (a) all Customer and Users rights under this Agreement relating to the Platform and the Services will immediately terminate, except that your license to Output under Section 2.2 continue; (b) Customer and Users are no longer authorized to access or use the Platform or the Services; and (c) Customer and Users promptly must destroy any and all copies of Enriched Ag's Confidential Information within Customer's or User's possession or under its control, and provide Enriched Ag with written certification of such destruction. The provisions of this Agreement that are intended to survive after termination will so survive, including Sections 2, 4, and 5.

**8.4 Disposition of Customer Data upon Termination.** For a period of 30 business days after termination or expiration of this Agreement, Enriched Ag will permit Customer to access the Platform to copy and download Customer Data; provided that if Enriched Ag terminated the Agreement pursuant to Section 8.2 for cause or if Customer requests within 2 business days after termination, Enriched Ag will provide a copy of Customer Data to Customer at Customer's expense in a mutually-agreed format. After such time period, Customer agrees that Enriched Ag has no obligation to Customer to retain Customer Data. Enriched Ag will protect the confidentiality of Customer Data residing in the Data Services in accordance with this Agreement for as long as such information resides in the Services in the form provided by Customer.

## 9. GENERAL TERMS

**9.1 Assignment.** Neither party may assign or transfer this Agreement without the other party's prior written consent; provided that, without such consent, Enriched Ag may assign and transfer this Agreement and its rights or obligations under this Agreement, to an affiliate or in connection with a transfer of the majority of its stock or all or substantially all of its assets, by merger, acquisition or similar transaction. Enriched Ag also may in its sole discretion use third parties as subcontractors under this Agreement and otherwise may delegate to a third party any of its obligations under this Agreement. In that event, Enriched Ag will remain responsible for performance of such obligations under this Agreement.

**9.2 Notice.** Enriched Ag may provide Customer with notice (a) if applicable to the Data Services, by means of a general notice on the Platform, on the Enriched Ag.com website, or any other website used as part of the Services, and (b) if specific to the Customer, by electronic mail to the e-mail address in Enriched Ag's records. All notices to Enriched Ag concerning this Agreement should be addressed to Enriched Ag at Enriched Ag, Inc., 100 24<sup>th</sup> Street W, Suite 1-1189, Billings, MT 59102, Attention: sales@enriched.ag

**9.3 Force Majeure.** Enriched Ag will not be liable for any delay or failure to perform hereunder due to circumstances beyond Enriched Ag's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or other industrial disturbances, systemic electrical, telecommunications, or other utility failures.

**9.4 Miscellaneous.** Failure by either party to enforce any term or condition of this Agreement will not be construed as a waiver of any of its rights under it. If any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement will remain in force to the fullest extent permitted by law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, U.S.A, notwithstanding its conflicts of law principles, and all claims arising out of or relating to this Agreement or the Service shall be brought exclusively in the federal or state courts located in Delaware. These Terms have been prepared and executed, and shall be interpreted in, the English language only. Enriched Ag and Customer are independent contractors, and nothing in this Agreement will create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. These Terms and any other Enriched Ag documents referenced in these Terms constitute the entire agreement between the parties with respect to the

Data Services and supersede all prior or contemporaneous oral or written communications, agreements, or representations with respect to the Services. Except as otherwise expressly provided in this Agreement, any modification to these Terms must be in writing signed by signed by authorized representatives of both parties. The use of the words “include,” “includes,” and “including” in these Terms are deemed to be followed by “without limitation.”

**9.5 Modifications to these Terms.** Enriched Ag may modify these Terms at any time upon posting them to the Platform or otherwise by providing you with notice of the revised terms. Such changes will be effective immediately unless Enriched Ag otherwise states in its notice. **YOUR CONTINUED USE OF THE PLATFORM AND THE DATA SERVICES AFTER THE CHANGES BECOME EFFECTIVE MEANS YOU ACCEPT THE NEW TERMS.**