

End User License Terms

End User License Agreement for the “NEXT Machine Management Package” to which the “NEXT Farming” web portal provides access

“NEXT Farming” is a web portal belonging to FarmFacts GmbH, Rennbahnstraße 9, D-84347 Pfarrkirchen, Germany („FarmFacts“). The web portal “NEXT Farming”, the use of which is subject to its own platform terms and conditions, grants you access to the NEXT Machine Management Package, consisting of the additional applications (as defined in B 1 of the FarmFacts General Terms and Conditions) NEXT Machine Management, the free service “NEXT Crop Planning & Documentation”, and the function “NEXT Farming Read-Only App” (“NMM Package”). The NMM Package is the subject of this End User License Agreement (“EULA”) and is further specified in its product description. The following terms and conditions apply to all components of the NMM Package (Part A). Additionally, special terms and conditions apply for the components NEXT Machine Management, Cultivation Planning & Documentation, as well as the NEXT Farming Read-Only App (Part B.).

A. General Terms and Conditions

1. Parties to the Agreement

This EULA is a legal agreement between you (a natural or legal person) and FarmFacts. The offer of FarmFacts under this EULA is exclusively for entrepreneurs as defined in Sec. 13 Para. 1 German Civil Code (BGB), i.e. natural or legal persons, who or which, when entering into this EULA, act in exercise of their trade, business or profession. In the event that you are an employee or agent on behalf of another entity, this EULA is entered into between on one hand your employer or that entity and on the other hand FarmFacts. In such case, the term “you” will for the purposes of this EULA mean your employer or that entity, and you shall ensure that you have the authority to bind such employer or entity to this EULA.

2. System Requirements

You are required to comply with the following system requirements:

- Use of PC/laptop/tablet computer with a current internet browser version (for full functionality we recommend the use of Google Chrome).
- Internet connection (min. DSL 1000)
- Existing agrirouter account and connection when purchasing a license with an agrirouter interface

3. Login Data and Passwords

- 3.1 Access to the NMM Package requires account registration on the “NEXT Farming” web portal. The use of the full functionality of the NMM Package requires payment of the corresponding fees.
- 3.2 To protect your account, you are obligated to keep your password and login details confidential. You will further immediately notify FarmFacts if you become aware of any loss or theft of your password or any other unauthorized use of your username and password (or related account). FarmFacts does not and will not inquire as to your password; the password is therefore also to be kept confidential from FarmFacts. You are liable for damages caused by third party use, unless such occurs without negligence on your part.
- 3.3 Should you provide your password or login details to any third party, should FarmFacts have reason to suspect third party use or misuse of your login details on the “NEXT Farming” web portal, or should FarmFacts have reason to suspect a contractual breach or unlawful conduct by you, FarmFacts reserves the right to deny you further access either temporarily or permanently, to terminate the license agreement with you extraordinarily, to delete your registration as an authorized user, and to restrict or prevent your further usage of all “NEXT Farming” software components. Your access to the NMM

Package and to the "NEXT Farming" web portal will be restored as soon as the suspected illicit use or misuse has been ruled out and/or respective additional security measures (for e.g. amendments to login data) have been carried out.

4. General Restrictions

You are not entitled to modify, translate, reverse engineer, decompile, or disassemble the NMM Package as well as the accompanying documentation and information without prior written consent by FarmFacts, unless and to the extent permitted by applicable mandatory law. If you intend to decompile the NMM Package in order to obtain information that is necessary to establish interoperability of an independently created computer program with other programs, you shall inform FarmFacts in writing of your intention and FarmFacts shall, at its sole discretion, provide the necessary information within a reasonable period. Only if FarmFacts fails to provide the necessary information within a reasonable period, shall you be entitled to make use of your rights granted by Section 69e of the German Copyright Act (*Urheberrechtsgesetz*). You may not change or remove any copyright and/or authorship notices attributable to the NMM Package.

You acknowledge and agree that FarmFacts does not monitor or police the content of communications or your data uploaded in or transmitted through the NMM Package and that FarmFacts shall not be responsible for the content of any such communications or transmissions. You shall use the NMM Package exclusively for authorized and legal purposes in accordance with all applicable laws. You agree not to load into the NMM Package any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains malicious code; (iii) violates the rights of others, such as data which infringes on any Intellectual Property Rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable laws (including, without limitation, the laws and regulations governing unfair competition). FarmFacts reserves the right to delete, move or edit any of your data that it may determine, in its reasonable discretion, violates the EULA and/or applicable laws. You shall indemnify and hold harmless FarmFacts from and against all third party claims that result from a breach to this obligation by you, unless such breach occurred without negligence on your part.

5. Reservation of Rights and Ownership

FarmFacts reserves all rights pertaining to the NMM Package not expressly granted to you in this EULA, and protected by copyright and other intellectual property laws and treaties. FarmFacts or its suppliers have and retain title, and all copyright and other intellectual property and commercial software rights.

6. New Software Versions

FarmFacts is entitled to replace the NMM Package with a new version/new release, provided that (i) the performance and functionality of the new version is equivalent to or better than the version/release being replaced, and (ii) the new version/release avoids disproportionate adjustments on your part (for e.g. usage of a different operating system, or usage of more technically advanced hardware). It is stipulated that additional training may be required due to eventual minor modifications to the structure of the NMM or its user interface, and that such training is not a disproportionate adjustment in terms of the above section.

7 Defects in Title

- 7.1 Information and Indemnity: You must notify FarmFacts adequately and promptly if a judicial and/or extrajudicial claim is brought against you for alleged violation of copyright laws or other protected third party rights related to your authorized use of the NMM Package ("infringement lawsuits"). FarmFacts shall assume control and coordination of all judicial and extrajudicial defense activities against such infringement lawsuits. You will adequately support FarmFacts in the settlement and/or defense against infringement lawsuits. You have the right to defend against any such claim should FarmFacts fail to act

within thirty (30) days following receipt of your notification regarding infringement lawsuits. In this case, FarmFacts will support you in your defense in accordance with sentence 3. FarmFacts will indemnify you from reasonable attorney fees incurred by you and damages finally awarded against you due to infringement of copyright or other intellectual property third party rights arising from your authorized use of the NMM Package in accordance with the terms and conditions of this EULA.

- 7.2 Rectification of Defects in Title: Following (a) a final and conclusive court decree determining an infringement of copyright or other intellectual property third party rights by FarmFacts, or (b) a preliminary injunction issued against you, or (c) a corresponding settlement with the third party, concluded with consent of FarmFacts and stipulating a breach of copyright or other intellectual property third party right by FarmFacts in conjunction with your use of the NMM Package

FarmFacts will promptly

- Acquire a license, at no further charge to you, for your future use of the NMM Package or, if this is not possible,
- Adapt or replace the NMM Package so that it does not infringe third party rights, while substantially preserving its form and functionality.

7.3 Limitation Period

Subject to the provision of the following sentence 2 of this clause 7.3, your warranty claims, including claim for damages, shall become time-barred within one (1) year following initial access to the NMM Package, and for deficiencies arising from later versions/releases upon initial deployment of the defective release/deficient version. Claims arising from the intentional or grossly negligent breach of obligations, injury to life, body or damage to health, fraudulent misrepresentation, as well as claims based on product liability laws are subject to statutory time limitation periods.

7.4 Termination

The parties have the right to extraordinary termination for good cause. Good cause is deemed to exist, in particular, when a permanent and justified suspension exists as set out in clause A 3.3 of this EULA, and a grace period has been set to you in vain by FarmFacts. In the case of termination or expiration of this EULA, your right to use the NMM Package shall cease.

7.5 Right of Modification

FarmFacts may, upon reasonable notice and at any time modify this EULA as well as the product description of the NMM Package, while maintaining the fundamental overall functionality of the NMM Package. FarmFacts will, in the event of any modifications to the EULA, notify you of the amendment and clearly indicate the amendments that have been made ("notification of change"). Should you not object to the notification of change upon 4 weeks following your receipt of such notification of change, your acquiescence and further use of the NMM Package shall be considered acceptance of each such modification or amendment and the modified EULA and/or product description shall supersede and replace any previous version. FarmFacts shall advise you of the consequences of failure to object in the notification of change. If you object to the notification of change within due time, the contractual relationship will continue to be governed by the unmodified version of the EULA; this EULA shall however then terminate automatically and shall be deemed terminated by you with one months' notice to the end of the month.

This EULA (including all supplements and additional agreements to this EULA) constitutes, together with the product description, the entire agreement between you and FarmFacts with regards to the use of the NMM Package. It takes precedence over all prior or contemporaneous, whether verbal or in writing, notifications, proposals, or assurances regarding the NMM Package or any other subject matter of this EULA. This EULA is not assignable, transferable or sublicensable by you except with FarmFacts' prior written consent.

This EULA, as well as all legal relations between you and FarmFacts in regards to the use of the NMM Package shall be subject exclusively to the laws of the Federal Republic of Germany, without regard to conflict of law provisions under a different governing law or the UN Convention of the International Sale of Goods (CISG). Provided that you are a merchant, a legal entity under public law, a special asset body under public law, or do not have a place of general jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction is Munich (Landgericht München I). The aforesaid shall not apply where the applicable mandatory law states a different exclusive jurisdiction.

Should individual provisions of this EULA be invalid or incomplete, the validity of the other provisions remains in full force and effect.

B. Special Terms and Conditions for the Use of the Components of the NMM Package: NEXT Machine Management, NEXT Crop Planning & Documentation, and the NEXT Farming App

1. Fee-Based Provision of NEXT Machine Management

1.1 Subject Matter of the Agreement

The subject matter of this agreement is the provision of the NEXT Machine Management ("NMM") functionalities to which the platform "NEXT Farming" provides access. NMM provides the following core functionalities:

- Receipt and visualization of data sent from agricultural machinery over an interface (e.g. "agrirouter"):
 - Time-referenced position data
 - Time and geographically referenced data for specific/exact DDIS of the ISOBUS standard
 - Time and geographically referenced data on the state of the machine sending the data
 - Additional data that exists in the dataset of the interface/ that is provided by the interface data set
- Processing of above data for reports
- Processing of this data for tasks within the application "NEXT Crop Planning and Documentation"^E
- Receipt, temporary storage, and sending of data packets via the interface

1.2 Grant of License

FarmFacts grants you a personal, nonexclusive, nontransferable and non-sublicenseable license, conditioned on your continued compliance with the terms and conditions of this EULA and with any applicable product description, to access and use the NMM by your Authorized Users for purposes solely in the context of your own business operations. The use of the NMM beyond this purpose is not permitted. For the purpose of this EULA, "Authorized Users" means the natural persons authorized to access and use the NMM on your behalf. Unless agreed otherwise in writing, the Authorized Users may include employees, representatives, and agents of the Licensee who have a legitimate interest to access and use the NMM on their own behalf and under your control and responsibility, in accordance with this EULA.

1.3 Agrirouter Connectivity

For the connection of agricultural machinery to NMM, the use of the connectivity platform agrirouter (www.my-agrirouter.com) is required. All agrirouter functionalities are provided by DKE GmbH & Co. KG, Albert-Einstein-Str. 42, 49076 Osnabrück ("DKE") and are therefore outside FarmFacts' control or responsibility. Use of the connectivity functionality of the agrirouter will require that you create an agrirouter account and, in the course of the registration conclude the required contract with DKE.

1.4 NMM Service Level Commitment

The NMM is available to the user with a monthly uptime percentage of 99%, excluding the times during which maintenance and repair work is carried out ("Service Availability"). Service Availability will be measured by FarmFacts at the service demarcation point from the FarmFacts data center to the general internet. Access may be restricted during scheduled or unscheduled maintenance and repair work, security and capacity issues as well as incidences beyond FarmFacts control or without FarmFacts' fault (Verschulden) (e.g. force majeure, strike, civil disturbance, natural catastrophe, epidemic, disturbance of public communication networks, power blackout) that may lead to short-time disturbances or temporary suspension of the NMM. Likewise FarmFacts may disable NMM for security reasons (e.g. if necessary to fix security vulnerabilities) or to prevent violations of your obligations under this EULA.

Where appropriate, FarmFacts will inform you about planned maintenance windows and other availability restrictions two (2) weeks prior to such event. Maintenance shall take place no more than four (4) times per month, and no more than maintenance windows of 24 hours in total per month will take place.

1.5 Warranty and Rectification of Damages

FarmFacts warrants that the NMM is free of material defects at the point of risk transmission and does not infringe on third party rights in the country of implementation. FarmFacts shall at its discretion remedy deficiencies through correction and repair (correction patch) or the installation of a new release/new version of the NMM. If a defect cannot be rectified through software repair or reinstallation, FarmFacts is entitled to provide workaround solutions. Where reasonable, these workaround solutions are to be deemed a rectification of deficiencies. Your statutory rights to abatement, rescission, damage claims, and reimbursement of expenses incurred remain unaffected.

1.6 FarmFacts Liability

1.6.1 Unlimited Liability

FarmFacts is liable in accordance with statutory law for all damages on account of an intentional or grossly negligent breach of its obligations as set out in this EULA, injury to life, body, or damage to health, fraudulent misrepresentation, and as defined and prescribed by the German Product Liability Act.

1.6.2 Limited Liability

For damages resulting from a negligent breach of a substantial contractual obligation (cardinal obligations), FarmFacts liability is limited to the compensation of losses foreseeable and typical for licensing agreements of this nature. Substantial contractual obligations are such obligations of FarmFacts on which you are usually and legitimately entitled to rely on as a precondition for due performance of your contract with FarmFacts. Liability for minor negligence is otherwise expressly excluded.

1.6.3 Extension of Limited Liability in this Clause 1.6

The foregoing limits and exclusions of liability shall also apply with reference to the liability of FarmFacts legal representatives or vicarious agents. Insofar as FarmFacts liability is excluded or limited according to the provisions above, this shall also apply to the personal liability of FarmFacts staff members and vicarious agents.

1.7 Other Stipulations pertaining to the NMM

1.7.1 Data Processing Agreement with FarmFacts

If the data produced or imported into NMM contains personal data, in particular, personal data of employees or data subjects otherwise affiliated with you, FarmFacts shall process such personal data

in compliance with applicable data protection law and according to the conditions laid down in a separate process on the NEXT Farming platform.

1.7.2 Data Processing Agreement with SAP

Please note that the data processing regarding the agrirouter, which is carried out by affiliated companies of DKE's subcontractor SAP Deutschland SE & Co. KG will require signature of the SAP Standard Contract Clauses data processing agreement, which shall be provided to you by DKE.

FarmFacts reserves the right to restrict your use of NMM until the above agreement has been signed.

2. Free Provision of the NEXT Farming App (read-only) and NEXT Crop Planning & Documentation

2.1 NEXT Farming App (read-only)

The subject matter of this agreement is FarmFacts provision of the "NEXT Farming App" for download. The use of the app functionality requires a synchronization with the main system. You are able to activate the synchronization functionality as well as further functionalities within the NEXT Farming platform at the prices displayed therein. This provides the app with the complementary functionality of using NEXT Farming content in offline mode.

Download of the NEXT Farming App

The provision of the NEXT Farming App takes place by download from the App Store/Google Play. The download of the NEXT Farming App is free of charge and provides access to other fee-based FarmFacts services. Access to these fee-based services is subject to a separate EULA and requires account registration on the "NEXT Farming" web portal as well as a corresponding activation.

Basic Application Service Level Commitment

The Basic Application is available to the user with a monthly uptime percentage of 99%, excluding the times during which maintenance and repair work is carried out. Access may be restricted during necessary maintenance and repair work. FarmFacts will strive to inform the user about planned maintenance windows in good time.

2.2 NEXT Crop Planning & Documentation

The subject matter of this agreement is the provision of free tools and functionalities to which the platform "NEXT Farming" provides access (the "Basic Applications"). The Basic Application "NEXT Cultivation Planning & Documentation" provides the following core functionalities:

- Import of field area contours for selected formats
- GIS (geo information system)
- Cultivation planning
- Management of measures
- Cultivation documentation

3. Grant of License

FarmFacts grants you a personal, nonexclusive, royalty-free, nontransferable and non-sublicenseable license, conditioned on your continued compliance with the terms and conditions of this EULA, to use the Basic Application for purposes solely in the context of your own business operations. The use of the Basic Application beyond this purpose is not permitted.

4. Warranty

FarmFacts ensures that the Basic Application shall have the functionalities as described above at the point of risk transmission. This description of characteristics under no circumstances represents or implies a warranty commitment.

5. Limitation Period

Subject to the provision of the following clause 6, your warranty claims, including claim for damages, shall become time-barred within one (1) year following initial access to the NMM Package, and for

deficiencies arising from later versions/releases upon initial deployment of the defective release/deficient version.

6. FarmFacts Liability

6.1 Unlimited Liability

FarmFacts is liable for all damages on account of an intentional or grossly negligent breach of its obligations as set out in this EULA, injury to life, body, or damage to health, fraudulent misrepresentation, and as defined and prescribed by the German Product Liability Act.

6.2 Limited Liability

For damages resulting from a negligent breach of a substantial contractual obligation (cardinal obligations), FarmFacts liability is limited to the compensation of losses foreseeable and typical for licensing agreements of this nature. Liability for minor negligence is otherwise expressly excluded.

6.3 Extension of Liability Limitation in Clause 6.

The foregoing limits and exclusions of liability as set out in clause 6 also apply with reference to the liability of FarmFacts legal representatives or vicarious agents. Insofar as FarmFacts liability is excluded or limited according to the provisions above, this shall also apply to the personal liability of FarmFacts staff members and vicarious agents.