

END USER LICENCE AGREEMENT (SERVICE LEVEL AGREEMENT) OF GREMON SYSTEMS

<input type="checkbox"/>	By clicking the check-in box, you agree to these <u>Terms of Service</u> and will be bound by them.
<input type="checkbox"/>	By clicking the check-in box, you consent to the terms of data processing and data transfer abroad in line with the provisions of our <u>Privacy Policy</u> .
<input type="checkbox"/>	By clicking the check-in box, you opt-in to the processing of your personal data for direct marketing purposes, including sending mails and newsletters to you, in line with our <u>Privacy Policy</u> .

TRUTINA™ TERMS OF SERVICE

1. ACCEPTANCE OF THE TERMS

The provision of Services by Supplier is subject to the acceptance of the provisions of these terms of service ('**Terms of Service**' or '**Terms**') by Customer without any modifications. Supplier may amend and update the Terms from time to time by providing prior notice on same to Customer. Without limiting the foregoing, Customer acknowledges and agrees that its continued use of the Service after these Terms have changed constitutes the acceptance of these Terms as revised. These Terms of Service do not cover the supply of the Product.

2. DEFINITIONS

The definitions in this clause apply in these Terms of Service. Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in this clause 2.

Act on E-Commerce: the Hungarian Act CVIII of 2001 on certain issues of electronic commerce services and information society services.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer - in compliance with these Terms of Service - to use the Services and the Documentation exclusively for internal business purposes of Customer.

Business Day: a day other than a Saturday, Sunday or public holiday in Hungary.

Business Use: economic activities carried out during the course of business (trade, business, craft, liberal profession).

Chart Visualisation Data: a limited set of Services Information containing chart visualization content generated from Processed Information.

Consumer: a natural person, who is acting outside the scope of an economic activity (trade, business, craft, liberal profession).

Customer: the person accepting these Terms of Service pursuant to clause 1 and using the Services solely for Business Use.

Customer Data: the data manually inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services (such as location data, plant species data, growing medium used).

Documentation: the User Manual and any other document made available to the Customer by the Supplier online in connection with provision of the Service and use of the Product.

Effective Date: the date acceptance of these Terms of Service by Customer.

Initial Subscription Term: an initial term from the Effective Date until the 31st December of the year of the Subscription.

Intellectual Property Right: intellectual property or similar rights (e.g. patent rights, trademark rights, registered design rights, design patent rights, copyrights, rights regarding know-how as well as rights of usage and exploitation rights) whether registered or not, including the Processed Information.

Normal Business Hours: 8.00 am to 6.00 pm local time in Hungary, each Business Day.

Personal Data: shall mean any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

Privacy Policy: the policy governing the processing of Personal Data of Customers and Authorized Users as set out in Schedule 3

Processed Information: any data, information and content originating from, produced, generated or created in the course of using the Services and the Product also including any data and measured information processed or generated by the Software on the basis of Customer Data.

Product: the Trutina™ device with plant weight sensors and gathering data by load cell sensors of the Product.

Renewal Period: the period described in clause 14.1.

Services: the subscription services as determined in Section 4.1 provided by the Supplier to the Customer under these Terms.

Services Information: Chart Visualisation Data, calculated data and trend information generated from Processed Information and made available by the Supplier to the Customer at the discretion of the Supplier on the basis of the Customer's Subscription to the Services.

Services Information Retention Period: the period described in clause 5.4.

Software: the online software application to which access is provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for a Subscription, as set out in Schedule 2.

Subscription Term: has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Subscription: the subscription purchased by the Customer pursuant to clause 9 which grants access to the Customer (and its Authorised Users on Customer's behalf) to use Services Information with the Software in accordance with these Terms of Service. The Subscription include Basic Services and it may include Premium Services Lifetime Services or other services as further described in Schedule 1 subject to the Subscription plan elected by the Customer.

Supplier: GREMON SYSTEMS Zrt. (registered office: Hungary, 6764 Balastya, Mora utca 59.; registration number: 06-10-000460; EU VAT number: HU24780593)

Third Party: shall mean any party apart from Customer and its Authorised Users and Supplier.

3. SUBSCRIPTION

3.1 Subject to the Customer purchasing a Subscription in accordance with the terms and conditions of these Terms of Service, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to use the Services during the Subscription Term solely for the Customer's internal business operations and in the country where Customer has its principal place of business. The Customer warrants that it is a trade customer and Customer accepts these Terms of Service and using the Services for Business Use and not acting as a Consumer.

3.2 The Customer shall not except as may be allowed by any applicable law which is incapable of exclusion and except to the extent expressly permitted under these Terms of Service:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation or Services Information (as applicable) in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) use the Services and/or Documentation and Services Information to provide Services to third parties;
- (c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Services Information and/or Documentation available to any third party except the Authorised Users; or
- (d) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation or Services Information, other than as provided under this clause 3.

3.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier. Customer agrees that it will implement and maintain adequate security measures to safeguard the Services from access or use by unauthorized persons or by authorized persons for unauthorized purposes, including persons who are not Authorized Users. Regardless of the above, Customer acknowledges and agrees that it is solely and fully responsible for any and all usage of and activities conducted under its own account and for Authorized User's compliance with these Terms.

3.4 The rights provided under this clause 3 are granted to the Customer only, for its internal business use, and shall not be considered granted to any subsidiary, holding company or other affiliate of the Customer.

4. SERVICES

4.1 The Supplier shall, during the Subscription Term, grant access to the Customer (and its Authorised Users on Customer's behalf) to use the Services Information with the Software (hereafter '**Services**') in accordance with these Terms of Service.

4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance with a notice given to the Customer at least 72 Normal Business Hours in advance ; and

- (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

- 4.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support online or hotline services during Normal Business Hours. The Supplier makes no representation as regards the availability of the customer support online or hotline services.
- 4.4 The Supplier expressly reserves the right to disable with immediate effect the Customer's access to the Services in case of Customer's or any Authorized User's breach of any of the provisions of these Terms of Service.
- 4.5 Supplier reserves the right to modify, suspend or discontinue the Services (or any part thereof), either temporarily or permanently, at any time with or without prior notice to Customer. Customer acknowledges and agrees that Supplier shall not be liable to Customer or to any third party for any modification or cessation of the Services.

5. DATA AND INFORMATION

- 5.1 Supplier and Customer shall jointly own - unless otherwise provided in these Terms - all right, title and interest in and to all of the Customer Data. Customer shall have sole responsibility for the reliability, integrity, accuracy and quality of the Customer Data. To the extent permitted by applicable law, Customer shall grant or procure the grant to Supplier a worldwide, irrevocable, perpetual, sub-licensable, transferable and royalty free licence to use, analyse, host, disclose, store, reproduce, distribute and create derivative works of the Customer Data for the purpose of advertising, marketing, operating, promoting, improving and providing the Services; as well as for the purposes of the advertising, marketing, promotion, distribution, importation, manufacture and sale of the Products, even if Customer stops using the Services and its Subscription is beyond the Subscription Term. Customer agrees and authorizes Supplier in full extent permitted by law that Supplier may disclose dispose of or sell Customer Data in an aggregated or anonymized form, in a way that does not provide for the identification of the individual Customer or the Authorized User.
- 5.2 Customer agrees and understands that Processed Information is solely owned by Supplier, therefore to the extent permitted by applicable law, Supplier is solely entitled to use, analyse, host, disclose, store, reproduce, distribute, publicly display, modify and create derivative works of the Processed Information for the purpose of advertising, marketing, operating, promoting, improving and providing the Services; as well as for the purposes of the advertising, marketing, promotion, distribution, importation, manufacture and sale of the Products, even if Customer stops using the Services and its Subscription is beyond the Subscription Term. If this is not legally possible, Customer shall or shall procure to grant to Supplier a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sub-licensable, and transferrable license covering all possible uses of Processed Information, including without limitation the reproduction, public display, distribution, modification, public performance, and translation the Processed Information, even if Customer stops using the Services and its Subscription is beyond the Subscription Term.
- 5.3 The Software and any content, including Services Information that Supplier provides to Customer on the basis of Customer's Subscription are licensed, not sold. Supplier grants a limited, revocable, non-transferable, non-sublicensable, non-exclusive right to Customer to use the Services and Services Information only during the Subscription Term and only in connection with the use of the Services, solely for the Customer's internal business operation purposes in the country where Customer has its principal place of business. Customer agrees and authorizes Supplier in full extent permitted by law that Supplier may disclose dispose of

or sell Services Information in an aggregated or anonymized form, in a way that does not provide for the identification of the individual Customer or the Authorized User.

- 5.4 The Supplier will use all reasonable endeavours to make available Services Information for a period of 30 Days, moreover, Supplier makes available to Customer Chart Visualisation Data provided by the Software for a period of two years counted from its recordal, but not exceeding the Subscription Term ('**Services Information Retention Period**'). The term of the Services Information Retention Period may be extended upon mutual agreement of the parties. In the event of any loss or damage to Services Information during the Services Information Retention Period, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Services Information (including any chart visualisation and calculation data) from the latest back-up of such Services Information maintained by the Supplier. Services Information Retention Period ends with the expiration of the Subscription Term.
- 5.5 The Supplier shall, in providing the Services, comply with its Privacy Policy as set out in Schedule 3 relating to the privacy and security of the Personal Data of Customer, as such document may be amended from time to time by the Supplier in its sole discretion upon notification of such changes to Customer.
- 5.6 If the Supplier processes any Personal Data on the Customer's behalf when performing its obligations under these Terms of Service, the parties agree that Customer and Supplier shall be joint data controllers of Personal Data and in any such case:
- (a) the Customer shall take every necessary step to legitimize the transfer of Personal Data to the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under these Terms of Service;
 - (b) the Customer shall ensure that the relevant third parties (including Authorized Users) have been informed of the Privacy Policy as set out in Schedule 3, and have given their consent to, such use, processing, and transfer as required by the applicable data protection legislation;
 - (c) the Customer shall ensure that relevant Personal Data can be transferred to the Supplier so that the Supplier may lawfully use, process and transfer the Personal Data in accordance with these Terms of Service;
 - (d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage.
- 5.7 Customer agrees that third parties appointed by Supplier as well as service providers engaged by Supplier in the course of the provision of the Services or sale of the Products shall not be considered Third Parties for the purposes of this Agreement insofar as they are bound by appropriate confidentiality restrictions.

6. THIRD PARTY PROVIDERS

Customer agrees that Supplier shall be free to subcontract the Services or parts thereof to third party providers without the consent of Customer.

7. SUPPLIER'S OBLIGATIONS

- 7.1 The Supplier undertakes that the Services will be provided "as is", substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services, or the Product by any party other than the Supplier or the Supplier's

authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will use all reasonable commercial endeavours to correct any such non-conformance promptly. Notwithstanding the foregoing, the Supplier:

- (a) does not warrant that the Customer's use of the Services or the Product will be uninterrupted or error-free, timely, secure; or that the Product, Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- (c) does not guarantee the accuracy, integrity or quality of Services Information. Customer understands and agrees that its use of the Service and any Services Information is solely at its own risk.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

- (a) provide the Supplier with all necessary co-operation in relation to the performance of Services; and all necessary access to such information as may be required by the Supplier in order to provide the Services;
- (b) comply with all applicable laws and regulations with respect to its activities under these Terms of Service;
- (c) carry out all other Customer responsibilities set out in these Terms of Service in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of these Terms of Service and shall be responsible for any Authorised User's misuse of the Services or any other breach of these Terms of Service;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under these Terms of Service, including without limitation the Services;
- (f) ensure that its Product, network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- (g) be solely responsible for procuring and maintaining its Product network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8.2 If Customer uses Services from a country outside the European Union, the use of the Services may be subject to laws and regulations that apply in that other country. Supplier is not liable for any failure to comply with those laws or regulations. To the extent Customer chooses to access and use the Services, Customer does so at its own initiative and are responsible for compliance with any applicable laws, including export control laws and regulations.

8.3 The use of the Product and Services requires cellular or wireless network access, and various fees may apply. Customer is solely responsible for the payment of such fees.

9. CHARGES AND PAYMENT

9.1 The Customer shall pay the Subscription Fees (as laid down in Schedule 2) to the Supplier (or to a duly authorized person acting on Supplier's behalf) for the Subscription in accordance with

this clause 9. Customer agrees that Subscription Fees are not refundable, except at the discretion of Supplier.

9.2 The Customer shall pay the Subscription Fees on the Effective Date or on each anniversary of the Effective Date either in cash or Customer shall provide to Supplier a valid, up-to-date and complete credit card details and, if the Customer provides:

- (a) its credit card details to the Supplier, the Customer hereby authorises the Supplier to bill such credit card on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and subject to clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
- (b) its approved purchase order information to the Supplier, the Supplier shall invoice the Customer on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and subject to clause 14.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period, and the Customer shall pay each invoice within 30 days after the date of such invoice.

9.3 If the Supplier has not received payment until the due date of its invoice, and without prejudice to any other rights and remedies of the Supplier:

- (a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Services Information; the Supplier shall be under no obligation to provide any or all of the Services or Services Information while the invoice(s) concerned remain unpaid;
- (b) late payment interest shall accrue on a daily basis on such due amounts commencing on the due date and continuing until fully paid, whether before or after judgment; and
- (c) Customer shall pay EUR 40.00- late payment interest to Supplier to compensate Supplier for recovery costs.

9.4 All amounts and fees stated or referred to in these Terms of Service:

- (a) shall be payable in EUR;
- (b) are non-cancellable and non-refundable;
- (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate if applicable.

9.5 The Supplier shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 30 days' prior notice to the Customer.

9.6 If, at any time whilst using the Services, the Customer may purchase Premium Services or Lifetime Services or other services whereby the Supplier shall charge the Customer, and the Customer shall pay, the Supplier a Premium Services Fee or Lifetime Services Fee or any other Subscription Fees and service fees as agreed between Supplier and Customer. The Supplier's Subscription Fees current as at the Effective Date are set out in Schedule 2.

10. INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Software, the Services, Services Information and the Documentation. Except as expressly stated herein, these Terms of Service do not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

11. COMMUNICATIONS

The Customer agrees that communications are conducted by Supplier electronically via e-mail or by posting notices to the Customer's browser. Customer agrees that such communications of Supplier are considered to be in writing. Customer agrees to receive Supplier's invoices in electronic or in paper (via post) form.

12. INDEMNITY

12.1 The Customer shall defend, indemnify and hold harmless the Supplier (including its officers, agents, employees, shareholders and sub-contractors) against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees and attorney fees) arising out of or in connection with the Customer's use of the Services and/or Documentation.

12.2 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services, Documentation or Services Information by anyone other than the Supplier; or
- (b) the Customer's (or its Authorized Users') use of the Services, Documentation or Services Information in a manner contrary to the instructions given to the Customer by the Supplier; or
- (c) the Customer's (or its Authorized Users') use of the Services, Documentation or Services Information after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

12.3 The foregoing state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. LIMITATION OF LIABILITY

13.1 This clause 13 sets out the entire financial liability of the Supplier to the Customer arising under or in connection with these Terms of Service or in respect of any use made by the Customer of the Product, Services and Documentation or any part of them.

13.2 Except as expressly and specifically provided in these Terms of Service:

- (a) the Customer assumes sole responsibility for results (including chart visualisation data and calculation data) obtained from the use of the Product, Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by law are, to the fullest extent permitted by applicable law, excluded from these Terms; and
- (c) the Services, Services Information and the Documentation are provided to the Customer on an "as is" basis.

13.3 Unless otherwise provided in these Terms, Supplier shall at no time be under any obligation in any way to provide Customer with maintenance services, updates, revisions and/or any other similar services in relation to the Services. If Supplier provides Software updates, Customer understands that this is provided on an 'as is' basis, without warranty of any kind. Customer is not entitled to opt-out updates relating to the Software.

- 13.4 Nothing in these Terms of Service excludes the liability of the Supplier for death or personal injury; or for cases which cannot be excluded or limited by the Parties' Terms of Service due to applicable mandatory statutory law.
- 13.5 The Supplier shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms of Service or use of the Product; and the Supplier's total aggregate liability in connection with the Services (including in respect of the indemnity at clause 13.), or otherwise, arising in connection with the performance or contemplated performance of these Terms of Service or use of the Product shall be limited to the total Subscription Fees paid for the Subscriptions during the 12 months immediately preceding the date on which the claim arose. Unless otherwise provided for by mandatory statutory law, all claims of Customer shall become time-barred within one (1) year.

14. TERM AND TERMINATION

- 14.1 These Terms of Service shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, these Terms of Service shall be automatically renewed for successive periods of 12 months (**Renewal Period**), unless either party notifies the other party of termination, in writing, at least 30 days - or if the Initial Subscription Term was less than 30 days, then within the applicable Initial Subscription Term - before the end of the Initial Subscription Term or any Renewal Period, in which case these Terms of Service shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period. The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**. In case of the subscription to Lifetime Services, the Supplier provides timely unlimited access to the Services.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate these Terms of Service with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under these Terms of Service on the due date for payment and remains in default not less than 15 days after being notified to make such payment;
 - (b) the other party commits a material breach of any other term of these Terms of Service which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
 - (c) the other party repeatedly breaches any of the terms of these Terms of Service in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms of Service.
- 14.3 On termination of these Terms of Service for any reason:
- (a) all licences granted by Supplier under these Terms of Service shall immediately terminate;
 - (b) Customer (and its Authorized Users) shall make no further use of the Software, any Services, Services Information and Documentation and other items (and all copies of them) belonging to the Supplier;
- 14.4 Supplier reserves the right to take steps Supplier believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms of Service. Customer agrees that Supplier has the right, without liability to Customer, to disclose any information (including Customer Data) to a third party (such as law enforcement authorities), as Supplier believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms of Service.

15. FORCE MAJEURE

The Supplier shall have no liability to the Customer under these Terms of Service if it is prevented from or delayed in performing its obligations under these Terms of Service, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including major accidents, fire, war, insurrection, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by suppliers or sub-contractors caused by any such circumstance referred to in this clause, provided that the Customer is notified of such an event and its expected duration.

16. WAIVER

No failure or delay by a party to exercise any right or remedy provided under these Terms of Service or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. RIGHTS AND REMEDIES

Except as expressly provided in these Terms of Service, the rights and remedies of Supplier provided under these Terms of Service are in addition to, and not exclusive of, any rights or remedies provided by any applicable law.

18. SEVERANCE

If any provision (or part of a provision) of these Terms of Service is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19. ASSIGNMENT

19.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

19.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms without Customers' consent.

20. NO PARTNERSHIP OR AGENCY

Nothing in these Terms of Service is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. THIRD PARTY RIGHTS

For the avoidance of doubt, the terms and conditions of these Terms of Service does not provide for any rights for the benefit of any Third Parties.

22. MISCELLANEOUS

Clause, schedule and paragraph headings shall not affect the interpretation of these Terms of Service. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. These Terms, together with all agreements and statements referred to herein and incorporated herein by reference, is the entire agreement between Customer and Supplier relating to the subject matter hereof and, except as otherwise provided herein, supersedes any and all prior or contemporaneous written or oral agreements or understandings between Customer and Supplier relating to such subject matter. Notices to the Customer may be made by email, or by postal mail, at Suppliers' discretion. Customer expressly waives any right it may have under the law(s) of his domicile a to have these Terms of Service written in the official language(s) of its country.

23. GOVERNING LAW

These Terms shall be governed by and shall be construed and interpreted in accordance with the laws of Hungary, including the provisions of the Act on E-Commerce. The parties exclude the application of Section 5 (2) and Section 6 (1)-(2) of the Act on E-Commerce in connection with the acceptance of these Terms by the Customer. These Terms of Service shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

24. JURISDICTION

Each party irrevocably agrees that that all disputes arising from or in connection with these Terms of Service, its breach, termination, validity or interpretation, shall be exclusively decided by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, Budapest in accordance with its own Rules of Proceedings. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be Hungarian. The foregoing shall not preclude Supplier from filing court action or seeking any injunctive relief or protective measures in any competent court for the protection of its Intellectual Property Rights under the general rules or to file a lawsuit or take action before the courts located at Customers' place of establishment or at any jurisdiction for the place of a tort.

Schedule 1 Services

Basic Services: Services that include chart visualization from data gathered by load cell sensors of the Product, irrigation and drain trend determination and alert handling.

Premium Services: include

- Basic Services; and
- Post irrigation transpiration trend besides drain information;
- Dashboard visualization (highlighted information filtered on a dashboard based screen);
- Dashboard details;
- Cumulated irrigation amount;
- Cumulated drain amount;
- Real-time transpiration trend;
- Optional cumulative trends both for irrigation and drain based on interval preset;
- Cumulative consumed water amount visualized on chart.

Lifetime Services: include Basic Services provided by Supplier to Customer for an unlimited Subscription Term.

Schedule 2 Subscription Fees

SUBSCRIPTION FEES

The Subscription Fee for Basic Services shall amount to a total of EUR 250 per annum based on a Subscription.

The Fee for Premium-Services shall amount to Basic Service fee plus EUR 250 per annum based on one Subscription (total EUR 500).

During the Initial Subscription Term, the Subscription Fees shall be pro-rated by the number of days remaining in the year, including the Effective Date.

The Subscription Fee for Lifetime Services is EUR 1500 EUR.

PRIVACY POLICY

Supplier is committed to protecting the privacy of its Customers and Authorized Users. This Policy applies to all natural person Customers of Supplier and it also applies to any natural person users of the Product and Services (hereafter referred to as 'Data Subject').

Supplier handles Personal Data with utmost care and in accordance with Supplier's obligations under applicable data protection and privacy laws. This privacy policy ('Policy') describes how Supplier obtains and processes Personal Data when providing Services. This Policy shall be applicable in conjunction with the TRUTINA™ Terms of Service and any terms and conditions that may apply to the Products. This Policy may be subject to change from time to time as notified to the Customer.

THE CONTROLLER

For the purpose of the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (the Information Act), the data controller is Supplier that is GREMON SYSTEMS Zrt. (registered office: Hungary, 6764 Balastya, Mora utca 59.; registration number: 06-10-000460).

LEGAL BASIS OF DATA PROCESSING

Unless otherwise indicated, processing of Personal Data under this Policy is voluntary and based on freely given consent (pursuant to Section 5 (1) a) of the Information Act. Supplier may process Personal Data pursuant to Sections 6 (1)(a) and (5)(a) of the Information Act if this is necessary for Supplier to perform obligations under the Terms of Service with the Data Subject or under Sections 6 (1)(b) and (5)(b) of the Information Act or Article 7(f) of the Data Protection Directive 95/46/EC for the assertion of legitimate interests (such as pending litigation) or third persons, except where such interests are overridden by interests of the Data Subject in the protection of Personal Data. In this exceptional case, Personal Data can be processed without further consent or even after withdrawal of consent to data processing.

INFORMATION SUPPLIER MAY COLLECT

Supplier collects and uses the following Personal Data categories:

- Full name of the Company or private individual
- Address of the company or private individual
- Tax ID
- user name
- password;
- E-mail address
- language used
- Location data (GPS coordinates)
- Time Zone
- Customer Data;
- Growing medium used

THE PURPOSES FOR WHICH SUPPLIER MAY COLLECT, USE, TRANSFER, AND DISCLOSE PERSONAL DATA

Supplier may use Personal Data for the following purposes:

- Setting up and maintaining Products and Services, including technical support, software upgrades, billing, invoicing and collection of fees and payments; completing contractual requirements, including education and training
- Development of Products and Services, including conducting market research to improve Services and to develop new products and services according to the needs of Customers.
- Provision of support services
- Communications, marketing and public relations, including sending electronic alerts and updates on the Products and Services, including both transactional mails as well as marketing communications;
- Complying with legal and other requirements, including record-keeping and reporting obligations, compliance with government inspections and other requests from public authorities, responding to legal processes and disclosure of Personal Data where required to do so by law enforcement agencies.

TO WHOM PERSONAL DATA MAY BE DISCLOSED

Supplier may share Personal Data with selected third parties including business partners, suppliers and sub-contractors for the performance of the Services as well as for the performance of any contract Supplier enters into with them. If the Customer purchased the Product from Brinkman Agro B.V. (registered office: The Netherlands, 2691 PR 's-Gravenzande, Woutersweg 10; registration number: 04015052;) or its affiliate, the Personal Data of such Customers may be shared with Brinkman Agro B.V. in order to set up and maintaining the Products and Services. In connection with the provision of the Services, Supplier engaged Amazon Web Services, Inc. (410 Terry Avenue North, Seattle, Washington-98109-5210) as a cloud provider acting as a data processor in relation to the storage and retention of Personal Data. The Privacy Notice of Amazon Web Services, Inc. is available under the following link: https://aws.amazon.com/legal/?nc1=f_cc Data transfer to Amazon, Inc. involves data transfer to the United States and other countries that have not been determined by the European Commission to secure the high level of data protection, including the lack of mechanisms of redress, lack of individual rights with regards to the processing of data or the possibility of further processing of data without purpose limitation, such as the United States. Upon accepting the Terms, Customer expressly consents to the transfer of Personal Data to the territory of the United States or other countries pursuant to Section 8(1)(a) of the Information Act.

INTERNATIONAL TRANSFER OF DATA

Personal Data might be processed in the country in which it was collected and/or other countries where laws regarding the processing of Personal Data may be less stringent than the laws in the country of the residence of the Data Subject.

DATA SECURITY

Supplier will take appropriate measures to protect Personal Data that are consistent with applicable privacy and data security laws and regulations, including requiring service providers to use appropriate measures to protect the confidentiality and security of Personal Data. Communication is secured via channel encryption.

DATA INTEGRITY AND RETENTION

Supplier will take reasonable steps to ensure that the Personal Data processed is reliable for its intended use, accurate, and complete as necessary to carry out the purposes described in Policy. Supplier is required to keep Personal Data for no longer than is necessary to fulfill the purposes for which the Personal Data was collected unless Supplier is required to keep Personal Data longer by applicable law.

RIGHTS AND REMEDIES

The Data Subject has the right to have incomplete, incorrect inappropriate or outdated Personal Data deleted or updated, or blocked. If the Data Subject believes any of the Personal Data Supplier holds about Data Subject is incomplete, incorrect or outdated, Data Subject will inform Supplier and Supplier will make the necessary corrections within the applicable legal timeframes. Supplier will mark Personal Data if Data Subject disputes its correctness or up-to-date status and such claim cannot be verified beyond doubt. Data Subject may request that Supplier to delete its Personal Data, but acknowledge that Supplier may be required by law to keep such information and not delete it (or to block this information for a certain time, in which case Supplier will comply with the deletion request only after having fulfilled such requirements).

Data Subject has the right to know what Personal Data is held about him or her. Supplier will respond to such request for access to Personal Data as soon as possible, but within 30 days at the latest. If permitted by law, Supplier may apply a small charge that will cover the cost of the administration involved in providing such information to Data Subject. Data Subject is also entitled to object to the processing of Personal Data if processing or transfer of Personal Data is necessary solely for the performance of a contractual obligation, necessary for the enforcement of the legitimate interest of the Supplier, data recipient or any other third person (except if the data processing is compulsory); as well as if permitted by law. Such objection will be investigated by Supplier within 15 days of filing the objection. If the Data Subject does not agree with Suppliers' decision as regards any objection, Data Subject is entitled to initiate court proceedings within 30 days after receipt of the decision refusing such objection.

If the Data Subject considers that its rights as have been infringed, it may contact the National Data Protection and Freedom of Information Agency (1024 Budapest, Szilágyi Erzsébet fasor 22/C. telefon: +36-1-391-1400, telefax: +36-1-391-1410, e-mail: ugyfelszolgalat@naih.hu) or may file court proceedings against the data controller in which the Data Subject also may request compensation of damages sustained as a result of the unlawful processing of Personal Data or as a result of an infringement of the security requirements of data protection. Court action may be filed before the court having jurisdiction over the data subject's place of domicile or habitual residence .

The contact information for data protection inquiries and requests is:

GREMON SYSTEMS Zrt.

Tamás Giller (tamas.giller@gremonsystems.com) – CFO

Zoltán Rak (zoltan.rak@gremonsystems.com) - CTO

CONSENT

UPON ACCEPTING OF THIS PRIVACY POLICY, I ACKNOWLEDGE THAT DATA PROCESSING UNDER THE TERMS IS VOLUNTARY, AND UNLESS OTHERWISE INDICATED, DATA PROCESSING IS BASED ON SECTION 5(1)(A) OF THE INFORMATION ACT AND I MAY AT ANY TIME WITHDRAW MY CONSENT. I UNDERSTAND AND AGREE THAT PERSONAL DATA MAY BE TRANSFERRED ABROAD TO THE TERRITORY OF THE UNITED STATES AND OTHER COUNTRIES THAT HAVE NOT BEEN DETERMINED BY THE EUROPEAN COMMISSION TO SECURE THE HIGH LEVEL OF DATA PROTECTION.

I AGREE THAT I HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREED TO THE TERMS IN THIS PRIVACY POLICY.