

TERMS OF USE

Effective as of December 14, 2022

These Terms of Service ("Agreement") is a legal agreement between you ("you", "user") and OneSoil AG, a company incorporated under the laws of Switzerland ("Company," "we" or "us") for use of the OneSoil Scouting mobile/web application, OneSoil Yield application, the servers used by these applications, the computer files stored on such servers, and all related services, goods, features, and content offered by the Company (all collectively, the "App" if not separately indicated further).

1. ACCEPTANCE OF THE AGREEMENT

To use the App, you shall consent to be bound by the terms of the Agreement. If you are a natural person, you should be older than 18. If you are representing a juridical person, you should have the authority to bind the entity. In case you disagree with the Agreement, you may not access or use the App.

We may revise the Agreement from time to time. We will notify you 1) by email or 2) through the App or 3) if we make modifications that materially change your rights by presenting you with a new agreement version for you to accept. Your continued use of the App after the effective date of an updated Agreement version demonstrates your acceptance of the Agreement as modified.

We may also ask you to accept supplemental terms related to specific products or components incorporated into this Agreement by this reference. If such additional terms conflict with the Agreement, the latter shall prevail. The supplemental terms shall govern only the product and component you use and the extent of the conflict.

2. LIMITED LICENSE TO THE APP

Services and content of the App are licensed. We grant you a personal, worldwide, revocable, non-transferable, and non-exclusive license to access and use the App for any purposes consistent with the terms of this Agreement.

The Company reserves all rights, title, and interest in and to the App not granted in this Agreement.

If you wish to use the Company's software, title, trade name, trademark, service mark, logo, domain name, and/or any other identification with notable brand features or other content owned by the Company, you must obtain prior written permission from the Company. Permission requests may be sent to hello@onesoil.ai.

3. USE OF THE APP

The App is a decision support tool based on probability and statistical models. Our services, models, data, and recommendations may change over time, individual results may vary. The App provides services to help organize, evaluate and monitor the development of plants and contain other features.

REGISTRATION

Registration may be required to access and use all features of the App.

By registering, you grant OneSoil permission to copy, modify, display, transmit, and otherwise use your account data ("**AccData**"), including your name and contact information, as required to maintain and support your account and to facilitate your use of the App. This permission extends to third parties engaged by OneSoil to provide you with the App services. The existence of your account is not confidential. Your accounts can be identified by other users, organizations, OneSoil dealers, or OneSoil so that you may communicate or cooperate with them through the App. Be advised that your personal data will not be visible to the third parties mentioned above. Please read our Privacy Policy to find out more. For example, we may keep basic AccData for record-keeping/law purposes to restore your account when needed.

You must enter accurate AccData, and you shall keep the information updated if it changes during the Agreement's term.

You may only use and access the App for allowed, good, and lawful purposes.

You shall not use or access (or assist any third parties to use or access) the App in ways that:

1. violate, or infringe our rights, the rights of other users or third parties, including intellectual property rights, privacy rights, publicity rights, or other property rights;
2. assume the identity of another person;
3. involve sending illegal or impermissible communications such as spam or other unsolicited advertising or messages;
4. are illegal, obscene, harassing, hateful, or otherwise inappropriate, including promoting illegal activities;
5. involve any other use of the App not allowed use.
6. misuse the App and its internal subsystems (for example, use third-party scripts/platforms/programs to interact with the App's API).
7. share your user account or credentials, access the App using another user account, or give false or misleading information when creating or using your account;
8. send unsolicited communications, messages, promotions or advertisements, or spam;
9. send altered, deceptive, fraudulent, or false source-identifying information;
10. modify, reexport, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, transmit, reformat, frame, sell, trade, or exploit, any portion of the App;
11. remove or modify any copyright, trademark, or other proprietary rights notice that appears on or in the App or on any materials available through the App;
12. access, view, or edit information about other App users without authorization;
13. probe, scan, or test the vulnerability of any system or network;
14. take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load or otherwise make excessive traffic demands of the App;
15. attempt to gain unauthorized access to any account, user accounts, computer systems or networks connected to your account or the App through hacking, password mining or any other means;
16. plant harmful software or otherwise use the App to distribute malicious software, computer viruses, spyware, worms, or other destructive items.
17. use any equipment or software that interferes with the App's proper functioning, or attempt to interfere with the App's proper functioning;
18. use your account or the App to compromise the security of any computer network, crack passwords or security encryption codes;
19. disrupt or interfere with the security of the App, or otherwise cause it harm;
20. use the App to develop, assess, validate, or enhance any rival product or service or to create derivative works, without our prior express written consent;
21. use the App to benchmark/compare the performance of the App to or against products or services of our competitors, for developing or promoting competing products, without prior written consent. Testing solely for your use is allowed;
22. remove or modify any markings or notices of our or our licensors' proprietary rights, or violate or circumvent, or attempt to do so, any security features, including attempting to access or use any portion of the App for which you have not paid all due and applicable amounts.
23. removing, circumventing, disabling, damaging, or otherwise interfering with any security-related features of your account or the App, or features that enforce limitations on the use of the App;
24. threaten, stalk, harm, intimidate, or others;
25. promote or propagate bigotry or discrimination;
26. violate any applicable law; invade the privacy of others; or defame others.

Using the App or your account for a forbidden purpose can cause immediate or temporary suspension. If your use of the App or account constitutes a crime, we'll report it to the appropriate authorities and disclose your identity to them.

SUGGESTIONS

If a user submits or posts any feedback, comments, ideas, improvements, designs, photographs, information, advertisements, data, or proposals, including ideas for new or improved products, services, features, technologies, or promotions or suggestions ("Suggestions") the user expressly agrees that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of OneSoil with no compensation or credit to the user whatsoever.

OneSoil and its affiliates shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and

without any credit or compensation to the User.

4. YOUR CONTENT AND DATA

Generally we use your data to enable you to use the App, share your data with suppliers to provide you with services and offerings and to administer your account, subject to appropriate restrictions and security measures. These affiliates and suppliers have committed to protect your data consistent with this statement and all applicable privacy and other laws. Read more about how we treat your personal data in our Privacy Policy.

As a part of your use of the App, you may upload or otherwise make available some data including, but not limited to, comments, photos, notes, field locations, maps or boundaries, reported environmental, weather or climatic conditions, agronomic techniques, crop losses, crop yields, and other information pertaining to your farm operation etc. ("**AgriData**").

BE ADVISED: WE USE MACHINE LEARNING TO PROVIDE DATA AND WE DON'T SELL ANYONE YOUR AGRIDATA. WE USE THE AGRIDATA ONLY FOR YOUR APP'S USAGE AND TRAINING OUR ALGORITHMS AFTER ANONYMIZATION.

By uploading or otherwise making available your Agridata through, via or in the App you grant us or our affiliates a worldwide, irrevocable, perpetual, royalty-free, fully paid, sub-licensable, transferable license to use, modify, reproduce, distribute, make derivative works of, publicly display or perform your Agridata to provide the App services and related support to you, to use Agridata for our internal operations and research and development purposes.

OneSoil owns any results of your interaction with the App including data, tools, analyses, results, estimates, prescriptions, recommendations, and other information generated, published, displayed, transmitted, or made available to you in or by the App ("**AppData**"), except for

- a) your personal data,
- b) your AgriData,
- c) third-party content.

Your results of the use of the App based on using your AgriData, which is aggregated or anonymized such that it is not personally identifiable to you by a person using reasonable skills, isn't considered as your AgriData ("**Anonymized Data**") we can use for Company's general and business activities, including aggregation and technical improvement of the App, adaptation of machine learning and AI, production and/or marketing of products and services, share in aggregate, statistical form with our partners, affiliates or advertisers. Anonymized Data can not be extracted, and is not attributed to you..

You own your Agridata and can ask us to delete, edit, or alter your Agridata via your account/email. Deleting Agridata may limit our ability to help you and, in some cases, may make it impossible for you to use the App.

You are entirely responsible for your Agridata. Your Agridata shall not contain illegal, promoting illegal activities, obscene, harassing, hateful, or otherwise inappropriate content. Maintaining the back-ups of your Agridata is your responsibility.

OneSoil may disclose your identity to any third party who is claiming that any Agridata uploaded by you to our App violates their intellectual property rights or their right to privacy.

When you upload or otherwise make available your Agridata through the App, you warrant and represent that:

- you possess all required rights and permissions to upload or otherwise make available the Agridata;
- the use of your Agridata does not violate, misappropriate or infringe any third-party rights, including intellectual property rights, privacy rights, publicity rights, or other property rights.

The App's Agridata is not monitored or controlled by us, we are not responsible for the Agridata. However, the Company reserves the right to review your Agridata before/after submission to the App disable, delete, or hide Agridata that violates this Agreement or the law. Please report any Agridata that violates this Agreement or the law to hello@onesoil.ai.

SHARING AGRIDATA

The app allows you to share your AgriData within the app with other users. You can grant users specific roles regarding your AgriData, which vary according to their access level (add/edit/delete/view, etc.). After deciding to share AgriData with users, you can provide or revoke such permission in your workspace settings.

The app doesn't share your AgriData with other users without your express consent. Selecting to share your AgriData with other users authorizes OneSoil to share your AgriData with them within the app.

By joining OneSoil YIELD through the invitation link, you automatically share your AgriData with the Partner (consultant, agronomist, dealer, sales representative, or other third party). This is necessary to provide you with help and consultancy in account management and finding the maximum possible benefit of the tool for your business. By default, the Partner with whom you share your AgriData is granted the highest level of access to all your AgriData, i.e., to add, edit, delete, view, and perform other actions. However, you can change the Partner's role in the workspace settings at any time. There is no opportunity to revoke the Partner's access to AgriData from your workspace settings. If you want to revoke the Partner's rights to your AgriData, you must contact them directly and request this. Afterward, you will not be able to use OneSoil Yield in test mode. In any case, you can contact us at hello@onesoil.ai.

Only share your AgriData within the app with users/Partners you trust. Sharing your AgriData with users/Partners may enable them to see and/or share your AgriData with third parties outside the app without seeking authorization from you. Users/Partners with whom you share your AgriData are not employees, agents, representatives, or processors of OneSoil. Nevertheless, all OneSoil Partners who send invitation links will be labeled with specific marks so you can distinguish between them.

OneSoil is not responsible for and has no control over any activities regarding the sharing of your AgriData and the resulting consequences. You assume all responsibility and consequences for sharing AgriData with anyone.

5. PRIVACY POLICY

To use the App, you also must accept the terms and conditions of our Privacy Policy.

6. SECURITY

You shall not download, access or use the App in such a way as to disrupt, hamper or otherwise disturb the operation of the App. It is forbidden to decompile, reverse engineer, or otherwise intrude into the App, components, and code.

7. THIRD-PARTY SERVICES/CONTENT AND PAYMENTS

The App may enable access to and use of third-party software, services, and/or websites, that interact with the App, and when applicable, subject to those third parties' terms and conditions (collectively and individually, "Third Party Services"). You understand that by accessing third-party websites or resources through the App, you may see content that may be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. You agree to use the Third Party Services at your own risk. Such third parties' terms of use and privacy policies shall govern your use of Third Party Services. OneSoil is not responsible for examining or evaluating the content or accuracy of any Third Party Services, and shall not be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any such Third Party Services. Data displayed by the App that originates from any Third Party Services ("Third Party Content") is for general informational purposes only and is not guaranteed by OneSoil. You agree not to use the Third Party Services or its Third Party Content in any manner that is inconsistent with the terms of this Agreement or infringes any third party's intellectual property rights. You agree not to use the Third Party Services to harass, abuse, stalk, threaten or defame any person or entity, and that OneSoil and the Third Party Service provider are not responsible for any such use.

To the extent you choose to use Third Party Services, you are solely responsible for compliance with all applicable laws. OneSoil reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any Third Party Services at any time without notice or liability to you.

PAYMENTS

In case the App offers you to buy some services/goods ("Products") you will have to make a payment. Prices for different Products are subject to change. Payments can be made by OneSoil (through sending invoices) itself or by Third-Party Services.

If you use Third-Party Services for payments, then: OneSoil isn't responsible for any steps and results that occur during and after making payments by the Third-Party Services. While paying for the Products, your personal and financial information may be stored and processed by Third-Party Services. You should be informed about the Third-Party Services policies on their websites accordingly.

You agree to provide current, accurate and complete purchase information, including the email address so we can complete your transactions and contact you as needed. OneSoil or Third-Party Services will send you all the invoices, and you will pay any fees, charges and taxes (if applicable). OneSoil may change prices at any time.

If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification and possibly a copy of a recent bank statement for the credit or debit card used for the purchase.

If your order is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order.

SPECIAL OFFERS. OneSoil can offer you different types of special offers: discounts, free demo fields/area, etc. All types of promotions are valid for a limited time only. OneSoil reserves the right to cancel it at any time. If the subscription has been purchased with a discount and this special offer validity ends before the next subscription payment period, the next payment period will be charged at a normal price.

REFUND. You are not entitled to cancel the order after its payment and get any refund unless it is OneSoil's fault. Then you will receive a pro-rated refund for the remaining time of the Product's duration.

If a violation of the Agreement occurred, you are not entitled to a refund.
You are responsible for disposing of the Products after being reimbursed.

ONESOIL YIELD CHARGING RULES

In OneSoil Yield, you purchase a 12-month recurring subscription for a particular amount of unique hectares/acres (account balance). The subscription starts at the date and time of purchase for all subscribed hectares/acres (not with the first field analysis).

Account balance is subtracted according to the following rules:

- The hectares/acres are considered as used when a field is explicitly selected for analysis. Hectares/acres are held on your balance as soon as the field analysis (processing) starts. After field analysis is completed, hectares/acres are deducted from your balance.
- When field analysis is completed, you receive access to a field report with the info on the field's productivity zones, their stability and possible limiting factors (e.g., soil brightness and elevation).
- You can create and download an unlimited number of VRA maps for analyzed fields within a 12-month subscription period.

No deduction is made from the account balance when:

- You add new fields to your account.
- You change the boundaries of analyzed field during the active subscription period. After boundaries change, the field move to the 'Not analyzed fields' section and should be analyzed again (free of charge). Maps and analysis previously created for the old geometry will remain available.
- You remove one or more years from productivity zones calculation on the field report page and get the updated productivity map.
- You create a new season during the subscription period and copy already analyzed fields to a new season. Field reports will be available without any changes. 'VRA maps' section in the new season will be empty. New maps will not be charged additionally within the subscription period. However, if a field has not been analyzed in the previous season and has to be analyzed in the new season, the user will be charged for it.

The subscription is automatically prolonged for a new period. From the first day of the new subscription period, you have the same amount of hectares available. You can decide whether you want to analyze the same fields or new ones during the new subscription period.

If you cancel the subscription, you have access to the data created during the previous subscription period (maps and yield analysis), but cannot edit, download, or export it. However, you can upload machinery data to your account.

SUBSCRIPTION CANCELTION. If you purchased a subscription online, you can cancel it from your OneSoil Yield account, or you can contact the OneSoil team via yield@onesoil.ai. This has to be done before the exact day and time when the new subscription period starts.

Please note that these rules apply only to online sales and can differ for users working through the Dealers and Partners program.

TERMINATION AND REFUSAL. OneSoil also reserves the right to refuse any order you place with us. In addition, OneSoil may limit or cancel quantities purchased per person or order at our sole discretion. These restrictions may include orders placed by or under the same customer account or using the same billing or shipping address.

8. WARRANTY DISCLAIMER

The Company controls and operates the App from various locations and makes no representation that the App is appropriate or available for all locations. The App or certain features may not be available in your area or vary across locations.

THE APP IS PROVIDED "AS IS", "AS AVAILABLE", "WITH ALL FAULTS" AND IS PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW. THE COMPANY AND ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE APP WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE APP IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE APP WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE APP IS SOLELY AT YOUR OWN RISK. SOME STATES / COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, ADVERTISERS, OR DATA PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS APP. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE APP EXCEED THE AMOUNTS YOU HAVE PAID TO THE COMPANY FOR USE OF THE APP OR ONE HUNDRED DOLLARS (\$100) IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO THE COMPANY, AS APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE COMPANY, OR ANY THIRD PARTIES MENTIONED ON THE APP ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF THE APP.

10. ENFORCEMENT RIGHTS

We are not obligated to monitor access or use of the App. However, we reserve the right to do so for operating and maintaining the App, ensuring your compliance with this Agreement, and complying with applicable legal requirements. We may disclose unlawful conduct to law enforcement authorities; and under valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law. We reserve the right (but are not required) to remove or disable any content posted to the App or access to App at any time and without notice, and at our sole discretion if we determine in our sole discretion that your content or use of the App is objectionable or in violation this Agreement. The Company has no liability or responsibility to users of the App or any other person or entity for performance or nonperformance of the activities mentioned above.

11. CHANGES TO THE APP

From time to time and without prior notice to you, we may change, expand and improve the App. We may also, at any time, cease to continue operating part or all of the App or selectively disable certain features of the App. Your use of the App does not entitle you to the continued provision or availability of the App. Any modification or elimination of the App or any particular features will be done at our sole and absolute discretion and without an ongoing obligation or liability to you. To improve the App, we may ask and propose that you voluntarily participate in the free testing of the App and all related contents and components. If so, we may transfer all devices and components related to such testing without any payment and limitation.

13. INDEMNITY

You agree to defend, indemnify, and hold the Company, its officers, directors, employees, agents, licensors, and suppliers harmless from and against any claims, actions or demands, liabilities, and settlements, including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement.

14. TERMINATION AND SURVIVAL

We may suspend or terminate your license or access to the App anytime for any reason, such as if you violate any material terms of this Agreement or create harm, risk, or possible legal consequences for other users or us.

Upon termination, provisions of the Agreement, which shall survive termination, including, without limitation, warranty disclaimer, dispute resolution, indemnity, limited license to the App, and liability restrictions.

You may terminate the Agreement at any time by 1) deleting your account 2) discontinuing your use of the App, and providing OneSoil with a notice of termination 3) contacting OneSoil.

OneSoil shall not be liable for any loss or damage to your account data following any termination of this Agreement, to the maximum extent permitted by applicable law. The personal information associated with your account will be deleted upon its termination, unless there is a legal basis for its retention.

15. ASSIGNABILITY

You shall transfer none of your rights and obligations under this Agreement to any third party without our prior written consent. We may assign all our rights and obligations under this Agreement to any of our affiliates or in connection with a merger, acquisition, corporate restructuring, sale of assets, by operation of law, or otherwise. By accepting this Agreement, you provide us your explicit consent we may transfer any of your information (including Personal data) and Content to any of our affiliates, successor entities, or new owners.

16. DISPUTE RESOLUTION

The laws of Switzerland shall govern any dispute arising from this Agreement without regard to its conflict of law provisions. Any action arising out of or related to this agreement shall be resolved in an appropriate state court in Switzerland. Any cause of action you may have concerning your use of the App must be commenced within one (1) year after the claim or cause of action arises.

17. MISCELLANEOUS

Suppose a court or other authorized state authority of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable. In that case, that provision shall be enforced to the maximum extent permissible, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement shall be admissible in judicial or administrative proceedings and be treated as a public Agreement.

Any failure on OneSoil's part to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. To be effective, all waivers must be in writing and signed by OneSoil.

Suppose any provision of this Agreement is found to be wholly or partially unenforceable or invalid. In that case, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

This Agreement is not assignable, transferable or sub-licensable by you except with OneSoil's prior written consent but may be assigned or transferred by us without restriction, provided that such assignment or transfer does not adversely affect or materially reduce your rights under the Agreement. Assignments attempted to be made in violation of this Agreement shall be void.

OneSoil and you are independent, not agents, legal partners, or engaged in any employment relationship with each other.

To the extent permissible by law, you are responsible for paying any taxes, stamp, or regulatory fees associated with using your account or the App.

18. CONTACT US

If you have any comments or questions on any part of the services or this Agreement, please contact us at hello@onesoil.ai. We respect the intellectual property rights of others, and we expect our users to do the same. Please contact us at hello@onesoil.ai, using the heading "Intellectual property report" to report copyright, trademark, or other intellectual property rights infringement.