

**Source.ag B.V.**  
**General Terms and Conditions**

These are the General Terms and Conditions (**GT&C**) of **Source.ag B.V.**, Johan Huizingalaan 763 A, 1066 VH Amsterdam, the Netherlands (**Source.ag**).

Source.ag and Customer are hereinafter also jointly referred to as **Parties** and each individually as a **Party**.

**1. DEFINITIONS AND STRUCTURE**

- 1.1. In these GT&C, the capitalized words shall have the meaning attributed to them in Clause 17.
- 1.2. The terms and conditions included in these GT&C will govern each Order between Source.ag and Customer, including Customer's use of the Services.
- 1.3. General terms and conditions of Customer are explicitly excluded by Parties.

**2. TERM AND RENEWAL**

- 2.1. An Order shall enter into force on the Order Effective Date and shall continue until the end of the Subscription Term. Discounts specified in the Order apply only to the initial Subscription Term, unless otherwise stated.
- 2.2. An Order shall automatically renew for periods of twelve (12) months (**Renewal Period**) on the expiring date of the then-current Subscription Term. Source.ag shall be entitled to increase the Charges for any Renewal Period (for example due to new features or changes in market conditions), upon notice to Customer not less than forty-five (45) days prior to the expiration date of the then-current Subscription Term. In the event of such a price increase, the Customer shall have the right to terminate the Order in accordance with Clause 2.3.
- 2.3. If either Party wishes to terminate an auto-renewing Order at the end of the then-current Subscription Term, that Party must provide a written notice of termination to the other Party not less than thirty (30) days prior to the expiration date of the then-current Subscription Term. If notice is not served as set forth in the preceding sentence, the Order shall renew in accordance with Clause 2.2 above.

**3. PROVISION OF SERVICES**

- 3.1. Source.ag hereby grants to Customer, on and subject at all times to the terms and conditions of these GT&C, a non-exclusive, non-transferable, limited license for Authorized Users to access and use the relevant parts of the Services for which it paid the Charges (dependent on the subscription type) for the duration of the Subscription Term solely for the Customer Facilities identified in the Order, Customer's internal business purposes and according to the terms of an Order.
- 3.2. Upon timely receipt of access to the Greenhouse Data per Clause 4.4, Source.ag shall set up the Services to enable Customer to access and use the Services per the Go-live Date for each Customer Facility.
- 3.3. Suspension. Without limitation on any other rights and remedies hereunder, Source.ag may suspend Customer's right to access the Services or use any portion or all of the Services immediately upon notice to Customer if Source.ag reasonably suspects or knows:
  - 3.3.1. that Customer's (or an Authorized User's) use of or access to the Services (i) poses a security risk to Source.ag, the Services or any third party; (ii) may adversely impact availability or performance of the Services or the systems or software of any other customer of Source.ag; (iii) may subject Source.ag or any third party to any liability; or (iv) may be fraudulent; or
  - 3.3.2. that Customer (or an Authorized User), is in breach of these GT&C or any other agreement by which software being used on or in conjunction with the Services is licensed.
  - 3.3.3. Source.ag shall reinstate the suspended Services once it has established the cause of the suspension has been remedied or ceased to exist. Where the cause of the suspension persists for more than thirty (30) days, Source.ag may immediately terminate these GT&C and any Orders.
- 3.4. Source.ag shall publish and keep published an up to date version of the Documentation through an online documentation portal, which shall set out the features of the Services.
- 3.5. When providing the Services, Source.ag shall meet the KPI's that are applicable to it as set out in the SLA, provided that certain (parts of the) Services or Beta Features may be temporarily excluded from this obligation. This will be set forth in the (updated) SLA.

Source.ag may update the SLA from time-to-time provided such changes do not materially and negatively impact the Customer. Source.ag shall use reasonable efforts to inform Customer of such changes.

- 3.6. Source.ag may make certain new features or functions available to Customer (**Beta Features**) which Customer uses at its own risk. Customer acknowledges that: (a) Beta Features may be changed or discontinued without notice; (b) they are provided "as-is" without any warranties or an obligation to solve defects; and (c) Source.ag is not responsible for any issues or disruptions related to Customer's use of the Beta Features, including such issues that disrupt Customer's access and use of the Services. Customer's sole remedy for any issues is to cease use of the Beta Features.

#### 4. CUSTOMER OBLIGATIONS

- 4.1. Customer shall not (directly or indirectly): (a) copy or reproduce the Services or the Documentation; (b) exceed the subscribed volume of Services as set forth in the applicable Order; (c) assign, sell or otherwise transfer the rights granted to Customer to any third party; (d) remove any copyright or trademark on or contained in the Services or the Documentation; (e) decompile, attempt to derive the Source.ag code or underlying ideas or algorithms of any part of the Services; (f) modify, reverse engineer or disassemble the Services; (g) prepare derivative works based upon the Services or the Documentation; (h) disrupt the integrity or performance of the Services; (i) use the Services in a manner that infringes on the Intellectual Property Rights or privacy rights of any third party; (j) attempt to gain unauthorized access to the Services or its related systems or networks.
- 4.2. Customer is solely responsible for ensuring: (i) that only appropriate Authorized Users have access to the Services, (ii) that such Authorized Users have been trained in proper use of the Services, and (iii) proper usage of passwords, tokens and access procedures with respect to logging into the Services.
- 4.3. Customer shall at all times:
- 4.3.1. ensure that Authorized Users comply with all terms of these GT&C;
- 4.3.2. provide all cooperation necessary for Source.ag to provide the Services, including but not limited to provision of all available information and documents reasonably

required by Source.ag to fulfill its obligations under the Order;

- 4.3.3. prevent any unauthorized access to, or use of, the Services, and shall notify Source.ag promptly of any such unauthorized access or use; and
- 4.3.4. keep (relevant parts of) the Customer Facility and all systems needed for the provision of the Services by Source.ag maintained and have it running the most up to date (firmware/software) version that is compatible with the Services.
- 4.4. To enable Source.ag to setup and provide the Services, Customer shall cooperate with Source.ag to provide Source.ag access to the relevant Customer Data (such as Greenhouse Data) as soon as reasonably possible in a manner as instructed by Source.ag, but for each Customer Facility ultimately thirty (30) days before the Go-live Date for such Customer Facility as agreed in the Order. Customer warrants that the Customer Data may be used by Source.ag in accordance with these GT&C, irrespective of whether Source.ag receives this from Customer, or from a third party such as a sensor provider or climate computer provider.

In case of a delay in Source.ag's access to Greenhouse Data, the Go-live Date will correspondingly be extended. In such an event, the new Go-live Date will be scheduled for the first day of the month following the date on which Source.ag could successfully set up and initiate the provision of the Services.

If the delay in Source.ag's access to Greenhouse Data is directly attributable to Customer's actions or negligence, the maximum allowable extension for the Go-live Date shall not exceed a period of 3 months.

- 4.5. If Source.ag provides Services at Customer premises, Customer shall provide essential access to locations and systems, specifically those relevant for the performance of the Services.
- 4.6. Customer assumes sole responsibility for all decisions made, actions taken, conclusions drawn, and failures to act, based on its use of the Services and shall not hold Source.ag liable for results obtained from and/or damages caused by the use of the Services by Customer.
- 4.7. Customer is responsible for the compliance at all times of itself and its Authorized Users with all terms of these GT&C. Customer accepts

liability for the applicable acts and omissions of its Authorized Users as if they were acts or omissions of Customer itself.

- 4.8. Customer may be able to share, and/or authorize third parties to access certain parts of the Services, such as selected dashboards. In this event, the Customer acknowledges that such access is provided at Customer's own risk and direction. Source.ag shall treat such third-party access as access by an Authorized User.
- 4.9. The Services may require the use of mobile applications by an Authorized User. Customer shall ensure that all Authorized Users promptly download and install all available updates for the mobile applications. Source.ag shall use reasonable endeavors to promptly inform Customer about such updates. Customer further acknowledges and agrees that the Services may not properly operate should any Authorized User fail to do so, and Source.ag is not responsible or liable for any damages caused by a failure to update mobile applications accordingly.

## 5. CHARGES AND INVOICING

- 5.1. In consideration of the provision of Services by Source.ag under any Order, Source.ag shall invoice, and Customer shall pay the Charges. The Charges for the Services will be set out in each Order.
- 5.2. Billing Information. Customer shall provide accurate, current and complete information on Customer's billing and payment information, address and billing contacts, including email address and phone number, and will promptly notify Source.ag if this information changes.
- 5.3. During the Subscription Term, Charges are payable per Customer Facility annually in advance. In case of multiple Customer Facilities per Order and different Go-live Dates, the Charges per Customer Facility shall be pro-rated from the relevant Go-live Date for the remainder of the then-current Subscription Term and subsequently equalized upon a Renewal Period, if any.

For extended Go-live Dates (as set forth in Clause 4.4), the Charges shall be as follows. If the relevant Subscription Term runs until the end of the year, the Charges shall be pro-rated in accordance with the extended Go-live Date. In case of a multi-month Subscription Term, the Charges remain unchanged, though payment of the Charges shall be triggered by the extended Go-live Date.

- 5.4. All sums payable under any Order shall be paid in EURO, unless otherwise agreed in the Order.
- 5.5. Customer shall not withhold, offset or deduct any amounts from payments for Charges due (other than any deduction or withholding of tax as required by law).
- 5.6. Disputed amounts. Should Customer have any questions over the amount of any invoice issued by Source.ag, Customer shall notify Source.ag no later than ten (10) Business Days before the due date of the relevant invoice, failing which Customer shall be deemed to have accepted such invoice as conclusive evidence of the correct amount to be charged.
- 5.7. Sales tax. All sums due to Source.ag under or in relation to an Order are exclusive of any sales tax (VAT) which shall be charged in addition in accordance with the relevant regulations in force at the time and shall be paid by Customer in full at the same time as payment is due under the relevant invoice.
- 5.8. Non-payment. If Customer fails to make payment in accordance with this Clause 5, then Source.ag shall be entitled to charge interest on the overdue amount at the lesser of the maximum rate allowed by law or a rate above the base rate of the Central Bank of the Netherlands from time to time in force, from the date on which such amount fell due until payment.
- 5.9. Refunds. All payment obligations under any and all Orders are non-cancellable and all payments made are non-refundable, including upon early termination the relevant Order. Notwithstanding the foregoing, solely in the event an Order is terminated pursuant to Customer's termination in accordance with Clause 12.2, Source.ag shall refund to Customer on a pro rata basis for each unused month of the then-current Subscription Term.

## 6. IP RIGHTS AND CUSTOMER DATA

- 6.1. Source.ag and its licensors own any and all Intellectual Property Rights in the Services. Except solely as expressly stated herein, these GT&C do not grant Customer any rights to, or in, any Intellectual Property Rights in respect of the Services, Source.ag Data or Documentation.
- 6.2. All right, title and interest in and to all of the Customer Data shall remain with Customer, subject to Clause 6.4.

- 6.3. Customer shall at all times have sole responsibility for (i) the legality, reliability, integrity, accuracy and quality of the Customer Data, as well as (ii) the necessary rights and permissions to grant Source.ag access to the Customer Data, and for ensuring that its use does not infringe the rights of any third parties.
- 6.4. Customer understands that Source.ag needs to use the Customer Data to perform its obligations and the Services under this GT&C, and for training its artificial intelligence module(s), for statistical analysis purposes and improving the Services. Source.ag may combine aggregated and/or anonymised data that would be considered as Customer Data if not so aggregated and/or anonymised, with the aggregated and/or anonymised data of other customers and/or additional Source.ag Data. Source.ag shall be free during and after the term of the GT&C to use any Source.ag Data and information derived therefrom to further develop and improve its services to all Customers and other business processes and purposes.
- 6.5. The Parties acknowledge that Source.ag may utilize a third-party cloud service provider for the storage, access, transfer, and processing of Source.ag Data and Customer Data. Source.ag shall use commercially reasonable industry standard security procedures for the transfer, transmission, storage, or accessing thereof.
- 6.6. In no event shall Source.ag be responsible for any loss, destruction, alteration or disclosure of Customer Data to the extent caused directly or indirectly by Customer, its Authorized Users or any third party.
- 6.7. Source.ag has the right to use Customer's figurative mark, logo and/or name in its external communications.

## **7. DATA PROCESSING**

- 7.1. Subject to the personal data required by Source.ag for processing activities identified in Clause 7.2 below, Customer acknowledges that the Services are not meant to process personal data and Customer shall ensure that the Customer Data does not include personal data.
- 7.2. Source.ag may process Personal Data of Authorized Users in order to set up and verify accounts, facilitate access to the Services, and provide support. All such Personal Data will be processed by Source.ag as data controller pursuant to the applicable Data Protection Laws.

- 7.3. Parties shall enter into a data processing agreement if either Party acts as a data processor for the other Party under an Order. Such data processing agreement will be incorporated as an annex to such Order.

## **8. CONFIDENTIALITY**

- 8.1. Each Party shall not use the other Party's Confidential Information other than in the exercise and performance of its rights and obligations under these GT&C and the relevant Order.
- 8.2. The restrictions imposed by Clause 8.1 shall not apply to the disclosure of any Confidential Information which:
- 8.2.1. is required by law or regulation to be disclosed to any person who is authorized by law or regulation to receive the same;
- 8.2.2. before any negotiations or discussions leading to the relevant Order was already known by the receiving Party (and was obtained or acquired in circumstances under which the receiving Party was not bound by any form of confidentiality obligation); or
- 8.2.3. is now in or hereafter comes into the public domain other than as a result of a breach of this Clause 8.
- 8.3. Each Party shall notify the other Party if it becomes aware of any unauthorized disclosure of any Confidential Information and shall afford reasonable assistance to the other Party, at that other Party's reasonable expense, in connection with any enforcement proceedings which that other Party may elect to bring against any person.

## **9. WARRANTIES**

- 9.1. During the Subscription Term, Source.ag warrants that the Services will be performed in substantial conformity with the Documentation. To the extent that Documentation is not (yet) available for a specific Service or feature, the Service is provided on an 'as is' basis without warranty of any kind, provided that such Service shall be performed in a professional and diligent manner. The foregoing warranty shall also not apply to the extent of any non-conformance resulting from negligence, error, or misuse of the Services (including use not in accordance with the Documentation) by Customer, the Authorized User or by anyone other than Source.ag.

- 9.2. Customer shall report any breach of warranty to Source.ag within a period of twenty (20) days of the date on which the incident giving rise to the claim occurred. Customer's sole and exclusive remedy for breach of these warranties will be for Source.ag, at its expense, to rectify such non-conformity as soon as reasonably practicable.
- 9.3. Source.ag disclaims (and disclaims on behalf of its licensors and/or contributors to any third party materials) all other warranties, conditions and other terms, whether express or implied, including the implied conditions and warranties of merchantability and fitness for a particular purpose. Source.ag will have no liability for (i) delays, failures or losses attributable or related in any way to the use or implementation of third-party software or services not provided by Source.ag nor (ii) any delays, damages or losses arising from inaccurate, incomplete, or defective data obtained from or transmitted through third parties.

## 10. INDEMNITIES

10.1. Customer indemnities. Subject to the provisions of Clause 10.3 below, Customer shall defend, indemnify and hold harmless Source.ag in respect of all damages and reasonable costs (including reasonable legal fees) and expenses arising directly from a third party claim against Source.ag involving claims that Customer Data, Customer's use of Customer Data, or Source.ag's use of Customer Data in the provision of the Services infringes any (privacy) rights of, or has otherwise harmed, a third party.

10.2. Source.ag indemnities.

10.2.1. Subject to the provisions of Clause 10.3 below, Source.ag shall defend, indemnify and hold Customer harmless in respect of all damages and reasonable costs (including reasonable legal fees) and expenses arising directly from an IPR Claim which is valid and enforceable in the legal jurisdiction in which the IPR Claim is commenced.

10.2.2. If any IPR Claim is made, or in Source.ag's reasonable opinion is likely to be made, against Customer, Source.ag may at its sole option and expense:

10.2.2.1. obtain for Customer the right to continue using the Services in the manner permitted under these GT&C; or

10.2.2.2. modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, but in such a way that

does not materially adversely affect the functionality of the Services; or

10.2.2.3. terminate the relevant Orders and refund Charges paid in advance by Customer in respect of any period following such termination.

10.2.3. Clauses 10.2.1 and 10.2.2 shall not apply to any IPR Claim which arises from: (i) any changes, modifications, updates, add-ons or enhancements made to or available through the Services other than those developed by Source.ag; (ii) combination or use of the Services with any other software, program, hardware or device not developed by Source.ag or which is combined in a manner other than that specified by Source.ag, if such infringement would not have arisen but for such combination or use; or (iii) compliance by Source.ag with designs, plans, instructions or specifications furnished by Customer.

10.2.4. The provisions of this Clause 10.2 shall be Customer's sole and exclusive remedy in connection with an IPR Claim.

10.3. Conduct of claim. Losses which fall within the scope of Clauses 10.1 and 10.2 above shall be a "Claim". The indemnifying party's obligations under Clauses 10.1 and 10.2 above are subject to the provisions of this Clause 10.3:

10.3.1. the indemnified party shall not admit any liability or agree to any settlement or compromise of a Claim without the prior written consent of the indemnifying party;

10.3.2. the indemnifying party shall be entitled at any time from notification in accordance with Clause 10.3.4 to assume exclusive conduct of the Claim (which shall include, but not be limited to, the exclusive right to conduct any proceedings or action, negotiate the settlement of the Claim provided that any settlement contain no admission of liability or wrongdoing by the indemnified party and to conduct all discussions and dispute resolution efforts in connection with the Claim);

10.3.3. the indemnified party shall, at the indemnifying party's request, cost and expense, give the indemnifying party all reasonable assistance in connection with the conduct of the Claim;

10.3.4. the indemnified party gives the indemnifying party prompt notice of any Claim or threatened Claim; and

10.3.5. the indemnified party takes all reasonable steps to mitigate any liabilities which are the subject of the indemnity in this Clause 10.

## 11. LIABILITY

11.1. Limitation of liability. Subject only to Clause 11.3 below, in no event shall Source.ag's liability to Customer exceed the aggregate amount paid or payable by Customer under the relevant Order during the twelve (12) months prior to the event giving rise to the claim, whether in contract, tort, under any warranty or any other theory of liability (**Standard Cap**), or solely for purpose of any liabilities as a result of breach of confidentiality under Clause 8 or under the indemnities set forth in Clause 10 above exceed three (3) times said aggregate amount (**Super Cap**).

11.2. No liability. Subject only to Clause 11.3 below, to the maximum extent permitted by applicable law, neither Party shall be liable for any indirect, consequential, incidental, special, punitive or exemplary loss or damages or for any loss or damage to data, arising out of or in connection with these GT&C, even apprised of the possibility or likelihood of such damages occurring.

11.3. Exceptions. Nothing in these GT&C excludes or limits the liability of either Party for (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) damages which cannot be excluded or limited by applicable law.

## 12. TERMINATION

12.1. No termination for convenience. Orders cannot be terminated for convenience.

12.2. Termination for cause. Either Party may terminate any Orders with immediate effect by giving written notice to the other Party if:

12.2.1. the other Party fails to pay any amount due under these GT&C or any Order on the due date for payment and remains in default after fourteen (14) days from being notified in writing of such a past-due payment;

12.2.2. the other Party commits a material breach of any term of these GT&C or any Order and fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so, provided that the notice includes sufficient information regarding the nature of the breach;

12.2.3. the other Party commences bankruptcy, insolvency or similar proceedings or becomes

insolvent or is liquidating, dissolving or ceasing business operations.

12.3. Termination shall not affect clauses which by their nature are intended to continue to apply after termination.

12.4. Upon termination or expiry of an Order: (i) Customer will have no further right to access or use the Services; (ii) each Party shall within thirty (30) days after written request return or destroy any Confidential Information of the other Party within its possession or control; (iii) Source.ag shall within thirty (30) days after written request from Customer destroy any Customer Data within its possession or control (except to the extent Source.ag is required by applicable law to retain some or all of the Customer Data) and (iv) Source.ag may destroy or otherwise dispose of any of the Customer Data in its possession, unless Source.ag receives, no later than ten (10) days after the effective date of the termination of the relevant Order, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Source.ag shall use reasonable commercial endeavors to deliver the back-up to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all Charges outstanding at and resulting from termination (whether or not due at the date of termination).

## 13. HARDWARE PRODUCTS

13.1. Source.ag may provide one or more hard product(s) to the Customer for the use of the Services as indicated in the specific hardware product loan form. The hardware products are provided on the basis of loan (*bruikleen*) within the meaning of Section 7A:1777 of the Dutch Civil Code. Source.ag remains the owner of the hardware products. Source.ag only provides support for using the hardware products in accordance with the Services and does not provide support with respect to the configuration of the hardware products or other usage of the hardware products. In deviation of Clause 9 of these GT&C, hardware products are provided "as is" without warranty of any kind.

## 14. GENERAL PROVISIONS

14.1. Force majeure. Source.ag shall not be in breach of these GT&C or any Order nor liable for delay in performing, or failure to perform, any of its obligations thereunder if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs

or other industrial disputes (whether involving the workforce of Source.ag or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, fire, flood or storm. In such circumstances Source.ag (i) shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances, and; (ii) shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three (3) months, either Party may terminate any affected Orders by giving thirty (30) days' written notice to the other Party.

14.2. Without prejudice to Clause 1.3 and Clause 3.5, any waiver of any provision and any waiver of any default under these GT&C or any Order shall only be effective if made in writing and signed by Parties, or in case of an extended Go-live Date, communicated via email and always subject to the provisions as set out in these GT&C or relevant Order.

14.3. Source.ag may update these GT&C from time to time (for example, to introduce new features or comply with legal requirements), provided that no such update shall materially adversely reduce Customer's rights in relation to the Services, except where such update is required by applicable laws or regulations. Any update will be posted on [www.source.ag/legal](http://www.source.ag/legal). Source.ag will use reasonable efforts to notify Customers of any material changes in advance.

14.4. For the duration of any Order and for a period of two (2) years thereafter, Parties shall not directly or indirectly approach the other Party's employees, in order to induce them to end their relationship with the other Party and subsequently directly or indirectly carry out work for itself, its affiliates or any other person or legal entity.

14.5. In the event of a conflict or inconsistency between any constituent part of these GT&C and/or any Order, the document higher in the following order of precedence shall prevail, unless the document lower in the order explicitly states otherwise for that specific conflict or inconsistency:

1. The Order
2. These (updated) GT&C
3. The annexes to the Orders (if any).

14.6. No failure or delay by a Party in exercising any right or remedy provided by law or under these GT&C or any Order shall impair the right or remedy, or operate as a waiver or variation of it, or preclude its exercise at any subsequent time. No single or partial exercise of any right or remedy shall preclude any further exercise of the right or remedy or the exercise of any other right or remedy.

14.7. If any provision of these GT&C or any Order, or portion thereof, is held to be void, invalid, illegal or unenforceable, this shall not affect the legality, validity or enforceability of the remaining provisions. The invalid provisions shall, if required, be modified or amended to the fullest extent possible under applicable law so as to reflect the original meaning and intent of the Parties.

14.8. The mere lapse of a date or agreed time frame for performance of the service shall not automatically constitute a default under these GT&C or the relevant Order.

14.9. No provision of these GT&C or any Order creates a partnership between the Parties or makes a Party the agent of the other Party for any purpose, unless expressly stated otherwise. A Party has no authority to bind, to contract in the name of, or to create a liability for the other Party in any way or for any purpose.

## 15. DATA SERVICES

15.1. This Clause 15 applies to Data Services provided by Source.ag. Data Services fall within the definition of 'Services' under these GT&C; consequently, all provisions governing Services apply to Data Services, unless this Clause 15 specifically states otherwise.

15.2. Source.ag's Data Services enable the extraction, consolidation, and provision of data relevant to Customer through Source.ag's platform or via an API. The specific data sources and integrations of each Data Service are set forth in the relevant Order. Ownership and classification of the relevant data are governed by these GT&C.

15.3. Source.ag grants Customer a non-exclusive, non-transferable right to access, download and use such Source.ag Data via the Data Services for the duration of the applicable Subscription Term, solely for Customer's internal business purposes and in accordance with these GT&C. Such access to, or download of Source.ag Data provided to Customer as part of the Data Services, shall not entail a

transfer of ownership or related Intellectual Property Rights to Customer.

15.4. In addition to Clause 4.1, Customer shall not (a) copy, modify, adapt, translate, create derivative works from, or otherwise exploit any Source.ag Data except as expressly permitted herein; (b) use Source.ag Data for the development or training of any competing software, model, or service; or (c) disclose Source.ag Data to any third party except to any Authorized Users.

15.5. For the avoidance of doubt, Customer retains full ownership of all Customer Data provided to Source.ag for the Data Services, notwithstanding Source.ag's ownership of the Source.ag Data.

## 16. GOVERNING LAW AND JURISDICTION

16.1. These GT&C and any Order shall be governed by and construed in accordance with the laws of the Netherlands.

16.2. The competent court of Amsterdam shall have exclusive jurisdiction over all disputes, controversies or claims between the Parties arising in connection with these GT&C or any Order.

## 17. DEFINITIONS

17.1. **Authorized Users** shall mean employees, agents, consultants, contractors, vendors and any third party that procures the Services for the benefit of the Customer, authorized by Customer to use the Services solely for the internal use of Customer.

17.2. **Beta Features** has the meaning given to it in Clause 3.6.

17.3. **Business Day** means any other day than a Saturday, Sunday or public holiday in the Netherlands.

17.4. **Charges** means the charges for the Services.

17.5. **Clause** means a clause of these GT&C.

17.6. **Commencement Date** means the Go-live Date per the Order. In case of multiple Go-live Dates in one Order, it means the first Go-live Date chronologically in that Order.

17.7. **Confidential Information** means information, in whatever form or medium, which has been kept confidential by the Party from whom the information originates and which has not come into the public domain during the Subscription Term and for the duration of any Order in breach of any obligation of confidence, including without limitation information relating to the commercial or technical know-how, technology, information pertaining to business operations and strategies, and information

pertaining to customers, pricing and marketing of a Party.

17.8. **Customer** means the legal entity that has executed an Order with Source.ag, as identified in that Order.

17.9. **Customer Data** means data that Customer provides to Source.ag, such as by way of uploaded or hosted data, through Customer's use of the Services but shall not include any Source.ag Data. Examples include: Greenhouse Data and relevant Customer's financial data.

17.10. **Customer Facility** means the buildings, structures, equipment and installations used for agricultural growing that jointly qualify as a greenhouse at a single site owned and/or operated by Customer.

17.11. **Data Protection Laws** means all data protection laws applicable to the processing (including transfer) and use of Personal Data in the context of activities carried out pursuant to these GT&C and any Order, including but not limited to the General Data Protection Regulation (GDPR) (and any amendments thereto) and any local legislation implementing the applicable data protection laws in the country where Parties are established.

17.12. **Data Services** means Source.ag's data-based insights and analytics services, as specified in the Order.

17.13. **Documentation** shall mean the user guides and specifications for the Services that are made available from time to time at its website or otherwise by Source.ag.

17.14. **Go-live Date** means the date Customer is allowed to commence access and use of the Services for the Customer Facility, as agreed in the Order (though subject to change as communicated via email in case of an extended Go-live Date).

17.15. **Greenhouse Data** shall mean all relevant historical and current data collected in or with regard to Customer's greenhouse, which may include but is not limited to moisture deficit, relative humidity, temperature, radiation, water extraction rates, resource prices, labor schedules, etc. Greenhouse Data is considered to be Customer Data within the meaning of these GT&C.

17.16. **Intellectual Property Rights** means patents, trade marks, service marks, logos, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

- 17.17. **IPR Claim** means any claim or action against Customer by any third party wherein the use of the Services by Customer in accordance with these GT&C directly infringes the Intellectual Property Rights of that third party.
- 17.18. **GT&C** means these terms and conditions related to the provision of the Services by Source.ag, including the Schedules thereto.
- 17.19. **Personal Data** means personal data as defined in article 4 GDPR.
- 17.20. **Order** means the electronic or physical order form signed by or on behalf of Source.ag and Customer incorporating the terms of the GT&C, including any annexes, and which Order identifies the Customer, Customer Facilities, Services ordered, the Charges, the Subscription Term; and other information as Source.ag may reasonably require.
- 17.21. **Order Effective Date** means the date both Parties signed the relevant Order.
- 17.22. **Other Service** means all services other than Services.
- 17.23. **Renewal Period** has the meaning given to it in Clause 2.2.
- 17.24. **Schedule** means the documents as referenced in these GT&C constituting an integral part of these GT&C.
- 17.25. **SLA** means the Service Level Agreement.
- 17.26. **Source.ag Data** means any data created or generated (i) by Customer's use of the Services or pursuant to these GT&C that is aggregated and/or anonymised and cannot be traced back to the Customer, or (ii) by Source.ag including any data, metrics, summaries, calculations, or other outputs generated by Source.ag through processing, transforming, or analyzing Customer Data.
- 17.27. **Service(s)** means Source.ag's core software-as-a-service platform and ancillary services (which may include artificial intelligence modules), as well as Data Services, as specifically specified in the Order and further described in the Documentation.
- 17.28. **Subscription Term** means the term which shall commence on the Commencement Date and continues until the end of the then-current term set forth in the Order, as renewed in accordance with Clause 2.2.