GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("**GT&C**") are entered into between Source.ag LLC ("**Source.ag**") and the customer that accepts these GT&C ("**Customer**") (each a "**Party**" and collectively, the "**Parties**"). These GT&C will govern each electronic or physical Order signed by or on behalf of Source.ag and Customer, including Customer's use of the Services. In these GT&C, unless defined in the text itself, the capitalized words shall have the meaning attributed to them in Section 10.

1.   Provision of Services

1.1   General. Subject to Customer's payment of all Charges due to Source.ag, Source.ag shall provide Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right for Customer's Authorized Users to access and use Source.ag's core software-as-a-service platform and certain ancillary online services (which may include artificial intelligence modules) and as specified in the Order and further described in the Documentation (collectively, the "**Services**") for the duration of the Subscription Term solely for Customer's internal business purposes at the Customer Facilities. Customer is responsible for obtaining sufficient network connectivity and bandwidth to access and use the Services.

1.2   SLA. When providing the Services, Source.ag shall endeavor to meet the KPI's that are applicable to it as set out in the 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.

1.3   Documentation. 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.

1.4   Authorized Users. Customer shall ensure that each Authorized User agrees to abide by the GT&C and Order. Customer is responsible for all Authorized Users' access to and use of the Services, and all use of Customer's account and login credentials. Customer is responsible for maintaining the confidentiality of all usernames, passwords, and other log-in credentials used to access or use the Services. Customer will prevent any unauthorized access to, or use of the Services, and promptly notify Source.ag of any misuse or unauthorized use of log-in credentials or other unauthorized access to or use of the Services of which Customer suspects or becomes aware. Customer accepts liability for the applicable acts and omissions of its Authorized Users as if they were acts or omissions of Customer itself.

1.5   Use of the Services. By accessing and/or using the Services, Customer represents and warrants that Customer and its Authorized Users will not directly or indirectly (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code or underlying structure, ideas, or algorithms of the Services, or any documentation or materials related to, or provided with, the Services, (b) modify, translate, or create derivative works based on the Services, (c) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services, (d) access, use, or otherwise exploit the Services to build or support, and/or assist a third party in building or supporting, services or products competitive to the Services, (e) remove any proprietary notices or labels from the Services, (f) not use the Services for the benefit of a third party, or (g) exceed the volume of Services or number of Authorized Users set forth in the Order or as otherwise agreed to by Source.ag.

1.6   Customer Cooperation. During the term of the Order, Customer shall (a) provide all cooperation necessary for Source.ag to provide the Services, including, but not limited to, providing all available information and documents reasonably required by Source.ag to fulfill its obligations, (b) protect any login credentials provided by Source.ag to Customer and shall notify Source.ag promptly of any such unauthorized access or use of the Services, (c) keep the Customer Facility and all systems needed for the provision of the Services maintained and compatible with the Services, (d) provide Source.ag access to any locations or systems located at the Customer Facility relevant to the provision of the Services.

Customer assumes sole responsibility for all decisions made, actions taken, conclusions drawn, and failures to act, based on its use of the Services.

To enable Source.ag to setup and provide the Services, Customer shall cooperate with Source.ag to provide Source.ag access to the 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 Greenhouse Data may be used by Source.ag in accordance with these GT&C.

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.

1.7   **Updates**. Source.ag may make available certain updates or additional functionality to the Services from time to time. Any future updates or functionality of the Services made available by Source.ag to Customer shall be subject to these GT&C and any applicable supplemental terms. Except as otherwise agreed in writing by Source.ag, Customer agrees that it has sole responsibility for installing such updates into its environment. 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 accordingly.

1.8   **Beta**. Source.ag may make certain new features or functions available to Customer and will endeavor to identify such features or functions on Source.ag's website ("**Beta Features**"). Although Source.ag will strive to provide support services for the Beta Features, Customer acknowledges and understands that Beta Features are in a development and testing stage and that (a) Beta Features and any functionality arising from such Beta Features may change or be discontinued, at any time, without prior notice to Customer, (b) Beta Features may not function properly and/or without interruption and Source.ag has no obligation to correct any defects related to the Beta Features, (c) Source.ag's SLA does not apply to Customer's use of the Beta Features, (d) 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, (e) Customer's sole remedy for any issues or disruptions arising from the Beta Features, is to stop using the Beta Features, and (f) Source.ag makes no representations or warranties, whether oral or written, regarding the Beta Features.

1.9   **Hardware** Source.ag may offer certain equipment or products (collectively, "**Hardware**") for the use of the Services as indicated in the specific hardware product loan form. Subject to payment of all applicable Charges, Source.ag shall (a) lease the Hardware to Customer for Customer's internal business purposes and (b) provide limited support services related to the use of Hardware with the Services during the applicable Subscription Term. Nothing in these GT&C conveys any ownership rights or interest in the Hardware to Customer, and Customer agrees that Source.ag or its licensors shall remain the owner of the Hardware. It is Customer's responsibility to provide Source.ag with all material information relevant to the delivery and installation of the Hardware at the location set forth in an applicable ordering document or as otherwise agreed to by Source.ag. If a scheduled delivery is not completed because of something Customer does or fails to do, including failing to provide material information relevant to the delivery and installation, Source.ag shall have the right to charge Customer the applicable fees for such incomplete delivery and/or installation. Customer acknowledges and agrees that any delivery of the Hardware shall be FOB at Source.ag's facility and that the risk of loss of the Hardware shall transfer to Customer upon the Hardware leaving Source.ag's facility. All Hardware is provided "As Is" without warranty of any kind. Customer shall maintain the Hardware in good working order (ordinary wear and tear excepted) for the duration of the Subscription Term. As between Customer and Source.ag, Customer is solely responsible for any risk of loss or damage to the Hardware (except for such periods in which the Hardware is in Source.ag's possession or control). To the extent permitted under applicable laws and regulations, Source.ag may file a criminal, civil, or other complaint against Customer if Customer refuses to provide Source.ag sufficient rights to access Customer's site and repossess the Hardware or fails to return the Hardware to Source.ag upon termination or expiration of the Subscription Term or upon Source.ag's request.

2.   Charges and Payment

2.1   Charges. 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. Any discounts in the Order shall apply only to the initial Subscription Term, unless otherwise stated.

All Charges shall be billed in advance and Customer shall pay the Charges per Customer Facility in advance annually. In the event of multiple Customer Facilities 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. Source.ag may increase the Charges for any Renewal Term by providing Customer written notice thereof at least forty-five (45) days before the start of such Renewal Term.

For extended Go-live Dates (as set forth in Section 1.6), 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.

2.2   Payment Terms. All payments shall be made in United States Dollars, without set-off, withholding, or deduction of any kind including upon early termination the relevant Order. All payments are non-cancellable and non-refundable. Customer agrees to gross-up payments due to Source.ag for any tax related withholding or deduction required by applicable laws, such that Source.ag is paid the net amount contemplated under the quote or ordering document. Customer shall provide accurate, current, and complete billing and payment information. Customer will promptly notify Source.ag of any change to Customer's billing or payment information.

2.3   Taxes. All amounts owed by Customer under the Order are non-cancellable, non-refundable, and exclusive of all sales, use, excise, value added, or other taxes, duties, and charges of any kind (whether foreign, federal, state, local, or other) associated with the Customer's and its Authorized Users' access to and use of the Services. Customer shall be solely responsible for all such taxes, duties, and charges (except for taxes imposed on Source's U.S. income),

which may be invoiced by Source.ag from time-to-time. Customer will indemnify, defend, and hold Source.ag harmless from any such taxes, fines, or interest that Customer is responsible under any ordering document or applicable law (except for taxes on Source.ag's U.S. income or arising out of Source.ag's failure to remit taxes paid to it by Customer to the applicable taxing authority).

2.4   Late Payments. Customer shall pay interest on all late payments at the greater of (a) 1.5% per month or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Source.ag for all costs and expenses, including attorneys' fees, incurred in collecting any unpaid amounts owed by Customer hereunder.

3.   Proprietary Rights

3.1   Source.ag Technology. Customer acknowledges that it is obtaining only a limited right to use the Services on a hosted basis. As between Customer and Source.ag, Source.ag and its suppliers or licensors exclusively own all rights, title, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in and to the Services, including any and all related and underlying software (including mobile applications, extensions and interfaces), databases, technology, and all system performance data and machine learning, including machine learning algorithms, data used for optimization and service improvement, and the results and output of such machine learning (collectively, "**Source.ag Technology**"). No right or license is granted hereunder to Customer under any trademarks, service marks, trade names, or logos.

3.2   Feedback. Customer, from time to time, may submit comments, information, questions, data, ideas, descriptions of processes, or other information relating to the Services to Source.ag (collectively, "**Feedback**"). Such Feedback may include information about operating results, known or suspected bugs, errors or compatibility problems and user-desired features. Customer hereby grants to Source.ag a perpetual, irrevocable, worldwide, sub-licensable, and royalty-free right to use and otherwise exploit the Feedback in any manner, and such right will survive any expiration or termination of the Order.

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3.3 **Derivative Works and Improvements**. Any and all derivative works, improvements, or modifications to the Services, arising from the Feedback or otherwise (e.g., artificial intelligence, machine learning, or benchmarking), are the sole and exclusive property of Source.ag, and Customer hereby irrevocably assigns any right, title, or interest Customer may have therein or thereto to Source.ag. However, derivative works, improvements, and modifications to Services do not include Customer's business or Personal Data but may include the aggregation and anonymization thereof or learnings therefrom.

3.4 **Customer Data**. All right, title and interest in and to all the Customer Data shall remain with Customer, subject to this Section 3.4. Customer shall at all times have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and for ensuring that its use does not infringe the rights of any third parties. 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 anonymized data that would be considered as Customer Data if not so aggregated and/or anonymized, with the aggregated and/or anonymized 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.

4. **Confidential Information**. All Confidential Information will be held in confidence, and the receiving Party will take all steps reasonably necessary to preserve the confidentiality of the confidential information of the other Party. The disclosing Party's Confidential Information will not be used or disclosed by the receiving Party for any purpose except (a) as necessary to exercise rights or perform obligations under these GT&C or Order or (b) as required by law, provided that the other Party is given a reasonable opportunity to obtain a protective order. The receiving Party will limit its use of and access to the disclosing Party's Confidential Information to only those of its employees or representatives whose responsibilities require such use or access. The receiving Party will advise all such employees and representatives, before they receive

access to or possession of any of the disclosing Party's Confidential Information, of the confidential nature of the Confidential Information and require them to abide by the terms of this Section. Either Party may disclose the GT&C and Order to its actual or potential investors, creditors, professional advisors, or attorneys who are subject to a duty of confidentiality. Source.ag's Confidential Information includes the Services and other technology related to the Services and any corresponding documentation.

5. **Limited Warranties; Disclaimer**

5.1 **Limited Warranties**. During the Subscription Term, Source.ag warrants that (a) it will provide the Services in a professional and workmanlike manner and (b) the Services, if used in accordance with the terms and conditions herein, will substantially conform to the Documentation. Customer's sole remedy for Source's breach of the limited warranty in this Section 5.1 shall be that Source.ag will remedy the applicable error, or if Source.ag determines such remedy to be impracticable, Customer shall have the right to terminate the Order as provided in Section 8.3, provided, that, Customer notifies Source.ag of such breach of warranties within twenty (20) days of the breach.

5.2 **Disclaimer**. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 5.1, TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES AND SOURCE.AG TECHNOLOGY ARE PROVIDED "AS IS" WITH NO ADDITIONAL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF DATA, TITLE, NON-INFRINGEMENT, OR LEGALITY OF THE USE OF THE SERVICES. SOURCE.AG SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, LOSSES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SOURCE.AG, NOR FOR ANY DELAYS, DAMAGES OR LOSSES ARISING FROM INACCURATE, INCOMPLETE, OR DEFECTIVE DATA OBTAINED FROM OR TRANSMITTED THROUGH THIRD PARTIES.
SOURCE.AG DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM VIRUSES OR OPERATE ERROR FREE OR UNINTERRUPTED. SOURCE.AG DOES NOT WARRANT THAT THE SERVICES SHALL MEET CUSTOMER'S

EXPECTATIONS OR REQUIREMENTS. SOURCE.AG DOES NOT GUARANTEE ANY RESULTS, REVENUE, OR QUALITY OR VOLUME OF CROPS FROM THE USE OF THE SERVICES.

6.   **Indemnification**. Customer shall defend, indemnify, and hold Source.ag, its affiliates, and their respective officers, directors, agents, employees, and contractors harmless from any third-party claims and resulting damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) arising from (a) Customer's or its Authorized Users' gross negligence, willful misconduct, or fraud or (b) Customer Data, or Customer's or Source.ag's use of Customer Data in the provision of its Services.

7.   **Limitation of Liability**

7.1   **Indirect Disclaimer**. SUBJECT TO SECTION 7.3, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF OPPORTUNITIES, REVENUE OR SAVINGS) ARISING IN CONNECTION WITH THESE GT&C OR THE USE OF THE SERVICES BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SOURCE.AG BE RESPONSIBLE FOR ANY LOSS, DESTRUCTION, ALTERATION, OR DISCLOSURE OF CUSTOMER DATA (REGARDLESS IF INDIRECT OR DIRECT DAMAGES ARISE) TO THE EXTENT CAUSED DIRECTLY OR INDIRECTLY BY CUSTOMER, ITS AUTHORIZED USERS, OR ANY THIRD PARTY.

7.2   **Damages Cap**. SUBJECT TO SECTION 7.3, EACH PARTY'S TOTAL LIABILITY UNDER THESE GT&C OR RELATING TO THE SERVICES WILL UNDER NO CIRCUMSTANCES EXCEED THE CHARGES ACTUALLY PAID BY CUSTOMER TO SOURCE UNDER THE ORDER FOR THE AFFECTED SERVICE DURING THE PRIOR TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE MOST RECENT EVENT GIVING RISE TO LIABILITY OCCURRED (THE "**CAP**").

7.3   **Exclusions**.   NOTWITHSTANDING SECTION 7.1 OR SECTION 7.2, THE LIMITATIONS OF LIABILITY IN THE GT&C SHALL NOT LIMIT IN ANY MANNER EITHER PARTY'S LIABILITY ARISING FROM (A) MISUSE OR UNAUTHORIZED USE OF THE SOURCE.AG TECHNOLOGY, (B) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, OR (C) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 HEREIN.

8.   **Term, Suspension, and Termination**

8.1   **Subscription Term**. An Order shall enter into force on the Order Effective Date and shall continue until the end of the Subscription Term.

8.2   **Renewal**. 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, upon notice to Customer not less than forty-five (45) days prior to the expiration date of the then-current Subscription Term. 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 this Section 8.2.

8.3   **Termination**. Either Party may terminate the Order, if the other Party materially breaches its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of written notice from the non-defaulting Party. Source.ag may also terminate the Order or suspend Customer's or an Authorized User's access to the Services immediately (a) if Customer becomes the subject of any voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing, (b) if Customer is past due on any owed Charges or other payments and fails to cure within fourteen (14) days' notice, (c) to prevent violation of these GT&C or misuse of the Services, (d) if such use of the Services does or can adversely impact the security, availability or performance of the Services or the systems or software of any other customer of Source.ag; (e) if such use may subject Source.ag or any third party to any liability; or (f) as necessary to comply with applicable laws. 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.

8.4   **Effect of Termination**. Upon termination or expiration of the Order (a) 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). Source.ag is not obligated to maintain Customer Data for more than thirty (30) days after the effective date of the termination of the relevant Order, and Source.ag may destroy or otherwise dispose of any of the Customer Data after that period, and (b) Customer will (i) discontinue all access and use of the Services and all related rights granted to Customer herein will terminate immediately, automatically, and without notice and (ii) remain liable for all Charges and payments due to Source.ag with respect to the period ending on the date of termination (including any Charges that had not been invoiced prior to termination), provided, that, if the Order is terminated due to Customer's uncured breach, Customer shall pay Source.ag the full amount of any outstanding Charges or the like for the remainder of the then-current Subscription Term. Sections 1.5, 2, 3, 4, 5.2, 6, 7, 8.4, and 9 will survive any termination or expiration of the Order.

9.   **Miscellaneous**

9.1   **Force Majeure**. Source.ag shall not be liable or responsible to Customer, nor be considered to have defaulted or breached the GT&C or Order for any failure or delay in fulfilling or performing any provision of the GT&C or Order to the extent such failure or delay is caused by or results from any act, circumstance or other cause beyond the reasonable control of Source.ag, including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes, or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or

inability or delay in obtaining supplies or adequate or suitable technology or components, telecommunication breakdown or power outage.

9.2   **Publicity**. Source.ag may use the Customer's name, logo, and trade names for marketing and advertising purposes.

9.3   **Compliance with Laws**. Customer, and its Authorized Users, shall use the Services in compliance with all applicable laws, statutes, ordinances, and regulations, including state and federal Data Protection Laws. Customer shall obtain all necessary licenses, certificates, permits, approvals, or other authorizations required by applicable laws, statutes, ordinances, and regulations.

9.4   **Hosting Providers**. Customer acknowledges that the Services are hosted by third-party hosting providers (the "**Hosting Providers**"). Source.ag may change its Hosting Providers at any time. Customer's use of the Services is subject to any applicable restrictions or requirements imposed by the Hosting Providers. Notwithstanding any other provision of the Order, Source.ag shall not be liable for any problems, failures, defects, or errors with the Services to the extent caused by the Hosting Providers. Customer acknowledges that the Charges payable for the Services reflect the fact that Source.ag is not responsible for the acts and omissions of the Hosting Providers.

9.5   **Modifications**.
Source.ag may update these GT&C from time to time (for example, to introduce new features or comply with legal requirements) by posting an amended version on www.source.ag/legal. Source.ag will use reasonable efforts to notify Customers of any material changes in advance.

9.6   **Waiver**. No waiver by either Party of any of the provisions of the GT&C or Order is effective unless explicitly set forth in writing and signed by such Party.

9.7   **Lapse of Time**. 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.

9.8   **Severability**. If any provision of the GT&C or any Order is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity,

illegality, or unenforceability shall not affect any other provision of the GT&C and Order or invalidate or render unenforceable such provision in any other jurisdiction; provider, that, the Parties shall negotiate in good faith potential modifications to the GT&C and Order to most closely reflect their original intent for the invalid, illegal, or unenforceable provision.

9.9   **Injunctive Relief**. Each Party acknowledges that its breach of any intellectual property or confidentiality obligations or restrictions herein (including any limitations or restrictions on use of the Services) will cause substantial harm to the other Party that will not be remedied by payment of damages alone. Accordingly, the other Party will be entitled to seek injunctive relief or other equitable relief, for any such breach, without any requirement to post bond, in any court of competent jurisdiction.

9.10   **Relationship of the Parties**. The relationship between the Parties is that of independent contractors. Nothing contained in the GT&C or Order shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise or employment relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

9.11   **Assignment**. Neither Party may assign the GT&C or Order or assign any of its rights, without the prior written consent of the other Party, provided, that, Source.ag may assign its rights under the GT&C or Order or without the consent of Customer in the event of a corporate reorganization, consolidation, merger, sale, or transfer of all or substantially all of its assets. Any purported assignment or delegation in violation of this paragraph is null and void. The GT&C and Order will bind and inure to the benefit of each Party's successor and permitted assigns.

9.12   **Notice**. You agree that an email to your email address on record will constitute formal notice under the GT&C or Order.

9.13   **Governing Law and Disputes**. The GT&C and Order, the interpretation hereof and all disputes arising out of or relating to the GTTC and Order, shall be governed by the laws of the State of Delaware, without regard to any conflict of law principles that would apply to another law. The Parties hereby consent to the exclusive jurisdiction and venue in any state or federal court located within Wilmington, Delaware, and shall not bring any suit, claim, or other

cause of action except in a court located within Wilmington, Delaware.

9.14   **Entire Agreement**. The GT&C and Order contain the complete understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, oral or written, with respect thereto. If there is a conflict or inconsistency between any constituent part of these GT&C and/or any Order, the following order of precedence will be applied. The document higher in the following order of precedence will prevail unless the document lower in the order of precedence expressly states otherwise with respect to that specified conflict or inconsistency: (i) the Order; (ii) these GT&C; and (iii) the annexes to the Orders (if any).

10.   **Definitions**

10.1   **Authorized Users** shall mean employees, agents, consultants, contractors, or vendors authorized by Customer to use the Services solely for the internal use of Customer.

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

10.3   **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.

10.4   **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 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.

10.5   **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.

10.6   **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.

10.7 **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.

10.8 **Documentation** shall mean the user guides and specifications for the Services (including any functional documentation) that are made available from time to time at Source.ag's documentation portal, website or otherwise by Source.ag.

10.9 **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).

10.10 **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.

10.11 **Intellectual Property Rights** means patents, trademarks, 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.

10.12 **Personal Data** means personal data as defined in article 4 GDPR.

10.13 **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.

10.14 **Order Effective Date** means the date both Parties signed the relevant Order.

10.15 **SLA** means the Service Level Agreement.

10.16 **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 anonymized and cannot be traced back to the Customer, or (ii) by Source.ag.

10.17 **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 Section 8.2.