

ADAPT Plugin EULA

This End User License Agreement (“Agreement”) is a legal agreement between (i) you (either an individual or a legal entity), and (ii) The Climate Corporation (“we”, “us” or “Climate”). By downloading, installing, activating, or otherwise using the ADAPT Plugin (“Plugin”), you (1) represent and warrant that (a) you are at least 18 years of age or the age of majority under the laws of where you reside, (b) you are using the Plugin for your farming or agricultural business purposes, and (c) you have the power and authority to enter into this Agreement; and (2) agree to be bound by these terms and conditions. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have authority to bind that entity, in which case “you” or “your” shall refer to you and that entity, and both you and that entity hereby agree to be bound by this Agreement.

The Plugin helps to process the raw data files for as-planted, as-harvested and as-applied data. Individual results may vary. We do not guarantee any results or outcomes.

1. Scope of this Agreement

This Agreement describes how you can and cannot use the Plugin licensed to you by us, and what we will and will not do in connection with your use. This Agreement also establishes important legal restrictions and obligations. Subject to the terms and conditions of this Agreement, Climate licenses to you the rights to use the Plugin for free.

2. Your Use of the Plugin

What you can do:

If you comply with the terms of this Agreement, then you and the individuals who work for you can use the Plugin for your use in connection with your farming operations. You are granted a limited, revocable, and non-exclusive license to use the Plugin. We welcome your feedback on your experience with the Plugin.

What you agree to do:

You agree to: (a) provide accurate, reliable, and appropriate Data; (b) ensure that you and individuals working for you comply with this Agreement; (c) keep your account, device, and information up to date; and (d) immediately notify us if you believe that your account is no longer secure.

What you agree not to do:

You agree not to: (a) assign, transfer, or sublicense this Agreement or any right granted by us to you in this Agreement; (b) sell, lease, lend, license, or sub-license the Plugin; (c) modify, edit, adapt, alter, translate, adopt, transfer, enhance, disassemble, scrape (through spidering, crawling, or the like), reverse engineer, or decompile the Plugin or any code, script, or software forming any part of the Plugin; (d) use the Plugin for data from land or equipment that you do not own or have a right to use or operate; (e) use the Plugin on behalf of any third party; (f) use the Plugin other than as permitted under this Agreement, including but not limited to: (1) develop, evaluate, validate, or enhance any competitive product or service; (2) create derivative works; (3) make competitive comparisons; (4) harass, abuse,

ADAPT Plugin EULA

stalk, threaten, defame, or otherwise infringe or violate the rights of anyone or to publish material that is false, defamatory, harassing, or obscene; (g) remove or modify any markings or notices of our or our licensors' proprietary rights; (h) violate or circumvent, or attempt to do so, any Plugin security feature; or (i) use or otherwise import, export, or re-export the Plugin or Generated Data in any way that violates any applicable laws or security programs, including but without limitation, exporting or re-exporting the Plugin (1) into any U.S. embargoed countries or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By using the Plugin, you represent and warrant that you are not located in any U.S. embargoed countries or on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List, and that you are not partnering with any person who is in any such country or on any such list.

If you violate any of these prohibitions, we may suspend or terminate your access to the Plugin, and we will not be responsible in any way for your actions or any losses that may result from that suspension or termination.

3. Climate's Rights and Obligations

What we may do:

We will make the Plugin available for download through a Climate-approved site.

We may provide updates, upgrades, releases, and fixes to the Plugin as the need arises. If we do, you agree to install or use the most recent version of the Plugin and to abide by any additional requirements we may attach to your use of the Plugin. We will not be responsible in any way for use of an outdated or older version of the Plugin. An update may change, or altogether discontinue, certain features of the Plugin.

We may use your feedback for any purpose without restriction. If you contact us, we may confirm your identity to ensure you are who you say you are and to better protect your privacy.

By uploading, inputting, transmitting, storing, or otherwise making Data available to the Plugin, you agree that we may collect, use, transfer, display, reproduce, modify, distribute, and disclose that Data in accordance with the Privacy Terms located in section 4 below, without any compensation paid to you.

4. Privacy Terms

We value the privacy and security of information that you choose to share with us through use of the Plugin. Please read these privacy terms carefully before you use the Plugin so that you understand our practices and your options before you choose to share your information. Your use of the Plugin means you agree to our collection, use, and disclosure of information that you share with us, as explained in this Agreement.

Collection and Use of Analytical Information

ADAPT Plugin EULA

We may also collect information in a form that does not, on its own, reasonably permit direct association with any specific individual (“Analytical Information”). We may collect, use, transfer, and disclose Analytical Information for any purpose. Examples of Analytical Information that we collect include: (a) We may collect information about how you use and interact with the Plugin, which may include your general location, access dates and times, internet service provider, metadata, language, features or pages viewed, app crashes, and other similar information that assists us in understanding our users and improving the Plugin; (b) We may collect information about the device you use to access the Plugin, including the hardware model, operating system and version, a unique device identifier, and mobile network information; and (c) We may use “cookies” and similar technologies, such as mobile device identifiers and software development kits, that create and maintain unique identifiers and collect information about your device and how you use the Plugin.

You hereby consent to the use of the cookies. The only way for you to stop the collection of Analytical Information is for you to immediately stop using the Plugin.

Data Security

We use reasonable organizational, technical, and administrative measures to protect Analytical Information. If you have reason to believe that your interaction with us is no longer secure, please immediately notify us in accordance with the “Contact Us” section below.

Use of Plugin by Minors

The Plugin is not directed to individuals under the age of eighteen, and we request that individuals under the age of eighteen not provide us with any of their information or use the Plugin.

5. Ownership

As between Climate and you, we are the sole owner of the Plugin and all associated technology and intellectual property rights, and we reserve all rights in and to the Plugin. We do not grant you any rights or licenses under any of our technology or intellectual property rights, except as expressly granted in this Agreement.

6. Other Important Legal Information

Limitations on liability and damages for use of the Plugin:

Use of the Plugin is at your sole risk. We do not promise that your use of the Plugin will be uninterrupted or that the Plugin will meet your requirements or expectations, be accurate or be error-free.

THE PLUGIN AND ANY SERVICES PERFORMED OR GENERATED DATA PROVIDED BY OR THROUGH THE PLUGIN ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, SUCH AS THE WARRANTIES OF YIELD RESPONSE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. No oral or written information or advice given by us or third parties will create a warranty

ADAPT Plugin EULA

The disclaimers and exclusions in this Agreement will apply despite any failure of essential purpose of any limited remedy. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

Climate and our affiliates, and each of our respective employees, officers, directors, shareholders, agents, successors, licensors or subcontractors, will not be liable for any loss, damage, liability, claim, action, or violation including, without limitation, damages for loss of profits, loss of crops or yield, loss of data, regulatory enforcement, business interruption or any other damages or losses, incurred as a result of your use or inability to use the Plugin or a decision made or any action taken by you in reliance on the Plugin, or any results obtained from its use.

Certain features of the Plugin may permit you to upload or otherwise make Data available to the Plugin. You are solely responsible for your Data and the consequences of uploading or otherwise making Data available to the Plugin.

We have no responsibility, and will incur no liability whatsoever, arising from or related to Data not owned by you, or any disclosure to or use of your Data by a third party to whom you have given access to your Plugin, Personal Information, or User Information.

We are not responsible for any delays, limitations, delivery failures, losses, or damages resulting from the transfer and/or transmission of data over communications facilities, including the internet.

CLIMATE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR SAVINGS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PLUGIN OR GENERATED DATA OR FOR ANY CLAIM BY ANY THIRD PARTY.

Unless otherwise prohibited by applicable law, if an action or lawsuit arising out of or related to this Agreement or a Plugin or Generated Data is not commenced within one (1) year after the cause of action accrues, that cause of action is permanently barred.

Indemnity:

You agree to defend, hold harmless and indemnify Climate and our affiliates, and each of our respective employees, officers, directors, shareholders, agents, successors, licensors, and subcontractors, from and against any claim, liability, damage, loss, or expense, including reasonable attorneys' fees, arising out of or connected with: (a) your or a third party's access to, or use of, the Plugin; (b) your violation of any portion of this Agreement or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right; and (d) any dispute or issue between you and any third party

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

Third-party services:

ADAPT Plugin EULA

You are solely responsible for all requirements for access to or use of the Plugin through your mobile device, internet, or telecommunications provider, or the terms related to the use of any required additional software. The Plugin may contain certain third-party software provided under separate licenses.

Effective date and termination:

This Agreement will become effective when you first indicate your acceptance of this Agreement by clicking "I Agree" or upon your first use of the Plugin, whichever is earlier.

You may terminate this Agreement at any time by deleting the Plugin from your device. Any such cancellation will automatically terminate this Agreement with respect to the Plugin associated with that user, subject to any provisions that survive the termination of this Agreement.

Either you or Climate may terminate this Agreement if the other materially breaches this Agreement and fails to remedy the breach within 30 days of such breach.

We may terminate this Agreement with respect to any Plugin if: (a) we no longer offer the Plugin; (b) your use of the Plugin violates this Agreement or any applicable law or regulation; or (c) we believe that your account has been compromised or accessed without your authorization.

If we or you terminate this Agreement with respect to any Plugin, then your right to use or access the Plugin will terminate immediately, and you must immediately cease accessing and using the Plugin.

Order of precedence; Entire agreement:

This Agreement constitutes the sole and entire agreement between you and Climate pertaining to your use of the Plugin and supersedes all other prior or contemporaneous agreements (written or oral) previously existing between you and Climate regarding your use of the Plugin.

Other terms:

The parties will perform under this Agreement as independent contractors. This Agreement does not create a joint venture, partnership, or formal business organization of any kind. This Agreement is binding upon, inures to the benefit of, and is enforceable by the parties and their respective heirs, executors, successors and assigns. The unenforceability of any provision will not affect any other provision in this Agreement, and any unenforceable provisions will be limited or eliminated to the minimum extent necessary. Failure to insist upon the performance of, or to exercise any rights under, this Agreement will not be construed as a waiver of any future performance or the future exercise of any such right. All rights and remedies under this Agreement are cumulative and in addition to any other rights and remedies available at law. Those provision(s) whose context indicates that it is intended to survive will survive termination or expiration of this Agreement, including the sections titled Privacy Terms; Ownership, Other Important Legal Information; Governing Law, Dispute Resolution, and Arbitration; Updates to this Agreement; and Notices.

7. Governing Law; Dispute Resolution and Arbitration

ADAPT Plugin EULA

Governing law:

This Agreement and all conduct, disputes, and causes of action arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law principles. The Uniform Computer Information Transactions Act and UN Convention on Contracts for the International Sale of Goods are explicitly disclaimed.

DISPUTE RESOLUTION AND ARBITRATION:

You and Climate agree that every dispute arising out of or relating to this with this Agreement will be resolved by binding arbitration, subject to the exceptions below.

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to very limited review by courts.

This agreement to arbitrate disputes includes all claims arising out of or relating to this Agreement, regardless of whether a claim arises during or after the termination of this Agreement. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND CLIMATE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

Exceptions. Despite the provisions above, either you or Climate may: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable agency if that action is available; (c) seek injunctive relief in a court of law; or (d) file suit in a court of law to address an intellectual property infringement claim.

Arbitrator. Any arbitration between you and Climate will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at adr.org, by calling the AAA at 1-800-778-7879, or by contacting Climate.

Notice; Process. Anyone who intends to seek arbitration must first send a written notice of the dispute to the other as set forth in the section titled "Notices" below. The notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. The parties will use good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the notice is received, you or Climate may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Climate must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, Climate will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by Climate in settlement of the dispute before the arbitrator's award; or (iii) \$1,000.

Fees. If you commence arbitration in accordance with this Agreement, Climate will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of

ADAPT Plugin EULA

any fees will be decided by the AAA Rules. If the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) by telephone hearing; or (c) by an in-person hearing as established by the AAA Rules. Any arbitral hearing will be conducted in the county (or parish) of your legal residence in the contiguous United States of America. If the arbitrator finds that either the substance of a claim or the relief sought by either you or Climate is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules, and you agree to reimburse Climate for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

No Class Actions. YOU UNDERSTAND AND AGREE THAT YOU AND Climate MAY EACH BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE. Further, unless both you and Climate agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative class or proceeding.

Modifications. If Climate makes any future changes to this arbitration provision (other than a change to Climate's address for notice), you may reject that change by sending us written notice within 30 days after the change and after you stop using the Plugin, in which case your access to the Plugin will be immediately terminated but the arbitration provision, which would have been in effect before your rejection of the changes, will survive the termination of your access to the Plugin.

Enforceability. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding agreement to arbitrate. If the subsection entitled "No Class Actions" above is found to be unenforceable, then the entirety of this section entitled "Dispute Resolution and Arbitration" will be null and void and, in that case, the you and Climate agree that the exclusive jurisdiction and venue described separately in this Agreement will govern any action arising out of or related to this Agreement. Except for the subsection entitled "No Class Actions" above, if any provision of this section entitled "Dispute Resolution and Arbitration" shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

IF A LAWSUIT OR COURT PROCEEDING IS PERMITTED UNDER THIS AGREEMENT, THEN YOU AND CLIMATE AGREE TO SUBMIT TO THE PERSONAL AND EXCLUSIVE JURISDICTION OF AND VENUE IN THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA FOR THE PURPOSE OF LITIGATING THE DISPUTE.

8. Force Majeure

ADAPT Plugin EULA

Except for payment obligations, neither you nor Climate will be in breach of this Agreement or responsible for damages caused by delay or failure to perform any of its obligations under this Agreement due to circumstances beyond your or Climate's control.

9. Updates to this Agreement

We may change this Agreement at any time, and we will try to let you know as soon as possible when we have made any changes, by, for example, posting a notification on the Plugin. You can view the most current version of this Agreement in the End User License Agreement section of the Plugin. The "Last Updated" legend at the top of this page indicates when this Agreement was last revised. Any changes to this Agreement will become effective upon the earlier of: (a) your first use of the Plugin with actual notice of such changes, or (b) 30 days after we post or distribute the revised Agreement, in which case those changes will apply to your use of the Plugin after the last updated date of the revised Agreement. If you do not wish to accept the new Agreement, you must immediately stop using the Plugin.

10. Additional Requirements for Apple App

If you are using the Plugin through mobile application software on an Apple Inc. ("Apple") device, including any iPhone, iPod touch, or iPad devices ("Apple App"), you further acknowledge and agree to the following: (i) this Agreement is between you and Climate only, not with Apple, and Apple is not responsible for the Apple App or Plugin; (ii) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple App; (iii) you may use the Apple App on any Apple device you own or control and as permitted by the usage rules set forth in the Apple App store terms of service; (iv) in the event of any failure of the Apple App to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the Apple App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Apple App; (v) subject to the limitations on liability set forth in this Agreement, Climate (and not Apple) is responsible for addressing any claims by you or any third party relating to the Apple App or your possession and/or use of the Apple App, including: (1) product liability claims; (2) any claim that the Apple App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation; (vi) in the event of a third-party claim that the Apple App and/or your possession and use of the Apple App infringes that third party's intellectual property rights, Climate (and not Apple) is responsible for the investigation, defense, settlement, and discharge of any such claim to the extent any such obligation exists; (vii) Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of this Agreement solely with respect to this paragraph; and (viii) you represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

11. Notices

ADAPT Plugin EULA

We may post notices to you within the Plugin. Any notices for Climate under this Agreement must be delivered via first class registered U.S. mail to The Climate Corporation, Attn: Legal Department, 201 Third Street, Suite 1100, San Francisco, California 94103.

12. Electronic Contracting

Your installation, downloading, activation, or use of the Plugin and internet sites for ordering such Plugin includes the capacity and ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO RELATING TO THE Plugin, INCLUDING POLICIES AND AGREEMENTS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

13. Definitions

“Analytical Information” has the meaning set forth in section 4 Privacy Terms.

“Data” means any Personal Information, User Information, Analytical Information, or other information or data that is uploaded, inputted, transmitted, imported, or stored to or in your Plugin, directly by you or through your device.

“Personal Information” has the meaning set forth in section 4 Privacy Terms.

“Plugin” or “Plugins” means the following items provided by us to you, regardless of naming or branding, either alone or in combination with each other or with hardware: (i) the Plugin that helps to process the raw data files for as-planted, as-harvested and as-applied data; (ii) the websites, applications, and technology platforms that deliver, or allow you to access, these software or software as a service products or services; or (iii) all related documentation, updates, upgrades, releases, and fixes.

“User Information” has the meaning set forth in section 4 Privacy Terms.

Contact Us

For Plugin questions or inquiries, please contact support@climate.com.