

# ECOROBOTIX

## END-USER AGREEMENT

(version: 12.2.2024)

The following end-user agreement (the "**Agreement**") describes the terms and conditions under which Ecorobotix offers End User the right to use its Service. By signing a form referring to this Agreement, by clicking on the "I Agree" button or by using the Service, End User represents that it has read, understands, and has the authority to enter into this Agreement and agrees to be bound by this Agreement.

### 1. DEFINITIONS

In addition to the terms elsewhere defined in this Agreement, the following terms shall have the following meanings for all purposes of this Agreement:

**"Agronomic Data"** means all data collected, processed and generated by or through the Service, excluding any Machine Related Data and End User Data, but, including images and videos captured by the Service, geo-location data, information about the crops treated, information about the products applied on the crops (composition, quantity, etc.), as well as all data, charts, statistics, reports and map generated through End User's use of the Service.

**"Cloud Service"** means one or more of Ecorobotix's cloud-based service offerings that are made available to End Users or that have been included in an Order, including their associated components, content, updates, and upgrades thereto (including any output of the Cloud Services, such as reports and statistics).

**"Documentation"** means the user manuals, release notes, and operating instructions prepared by Ecorobotix, in any form or medium, as amended and made generally available to End User.

**"Ecorobotix"** means Ecorobotix SA, a company limited by shares with its registered office at 6, rue Galilée, 1400 Yverdon-les-Bains, Switzerland registered with the business identification number IDE n° CHE-284.375.582.

**"Ecorobotix Account"** means an account that an End User or any of its Representatives has opened on the Service.

**"Ecorobotix Content"** means all texts, images, diagrams, signs, buttons, lines of code, web graphics, hidden elements, databases, scripts, computer programs and any other data and information appearing on, used by, or relating to the Service, excluding End User Data and any other content supplied by or on behalf of End User.

**"Ecorobotix Privacy Policy"** means the privacy policy, which may be retrieved from the following link: <https://www.ecorobotix.com/en/general-privacy-policy>, as amended.

**"End User"** means the person or entity that has acquired a Machine for its own and its Affiliates' internal use and not for resale, remarketing and distribution.

**"End User Data"** means all non-public data and information relating to End User, its Representatives and its business, which is processed by Ecorobotix through the Service or otherwise.

**"Intellectual Property"** means any intellectual and industrial property rights (including any patent, copyright, right to software, design, trademark, right to confidential information, and know-how), now known or hereafter known, worldwide, including all intellectual property rights in and to all

technology, software, algorithms, user interfaces, trade secrets, techniques, designs, inventions, works of authorship, and other tangible and intangible material and information relating to, incorporated into, or constituting any portion of the Machines, the Service, and/or Ecorobotix, and regardless of whether such rights are registered or not.

"**License**" means the right to use certain functionalities, including certain Modules, of the Service in accordance with this Agreement and an Order.

"**License Fee**" means the fee to be paid for a License.

"**Machine**" means the sprayer robot manufactured and commercialized by Ecorobotix. A non-contractual description of the Machine is available on the Website.

"**Machine Related Data**" means all data of a technical nature which directly relate to the Machines, its performance, usability, safety, maintenance, malfunction and troubleshooting.

"**Module(s)**" means a part of the Software which enables to benefit of certain enhanced services and functionalities (e.g. allowing to use the Machine with additional crops).

"**Order**" means a purchase commitment mutually agreed upon between (i) Ecorobotix and End User, or (ii) a Reseller and End User relating to a License.

"**Personal Data**" means any information relating to any identified or identifiable natural person, including the names, address, username and other contact details of End User and/or its Representatives.

"**Representatives**" means, with respect to a person, its directors, officers, employees, contractors, consultants, agents and other representatives.

"**Reseller**" means a reseller or distributor authorized by Ecorobotix to sell the Machines and the Licenses.

"**Service**" means the Software and the Cloud Service.

"**Software**" means the operating software embedded in the Machine and/or any accessories (including the tablet) used, among other things, for Machine control and monitoring, the Modules, as well as any upgrades or modifications thereto, and all related Documentation.

"**Term**" means, collectively, the initial License term and any subsequent renewal term(s) for the License.

"**Website**" means the website located at [www.ecorobotix.com](http://www.ecorobotix.com)

## **2. LICENSE**

- 2.1. **License Grant.** Subject to End User's compliance with the provisions of this Agreement, Ecorobotix hereby grants End User, during the Term, the non-exclusive, non-transferable, revocable, and non-sublicensable right to access and use the portion of the Service identified in the Order solely for End User's internal business purposes.
- 2.2. **License Transfer.** Notwithstanding the foregoing, End User may transfer the License to any third party acquiring the Machine or to whom a right to use the Machine is granted by End User in accordance with this Agreement, provided that written notice is provided to Ecorobotix, and such third party receives a copy of this Agreement and agrees in writing to be bound by it.
- 2.3. **Service Modifications.** Ecorobotix may modify, enhance, replace, or make additions to the Service at any time without notice.

- 2.4. **Feedback.** From time-to-time, End User may make available to Ecorobotix, directly or indirectly, feedback, analysis, suggestions, or comments about the Machines or Service (collectively, "**Feedback**"). End User hereby grants to Ecorobotix a non-exclusive, perpetual, irrevocable, transferable, royalty-free, and worldwide right, with the right to grant and authorize sublicenses, to use and benefit from such Feedback to provide and improve any Ecorobotix product or service or for any other legitimate, commercial or non-commercial purpose.

### **3. CLOUD SERVICES**

Ecorobotix will use commercially reasonable efforts to provide Cloud Services for the applicable Term. Ecorobotix makes no service level commitments with respect to Cloud Services.

### **4. END-USER'S OBLIGATIONS**

- 4.1. **Ecorobotix Account.** End User is responsible for any activity that occurs through its Ecorobotix Account, and it agrees it will not sell, transfer, license, or assign its Ecorobotix Account, username, or any account rights except with the consent of Ecorobotix. It shall not create an Ecorobotix Account for anyone other than itself and its Representatives. End User represents that all information it provides or has provided to Ecorobotix upon registration and at all other times is true, accurate, current and complete and agrees to update such information as necessary to maintain its truth and accuracy. End User is responsible for keeping its password secret and secure. Ecorobotix reserves the right to force forfeiture of any username for any reason.

#### **4.2. Use of the Service.**

4.2.1. The use of the Service must be lawful. End User agrees not to use the Service in any way that violates any applicable federal, state, local, or international law or regulation.

4.2.2. End User's use of the Service must comply with the Documentation.

4.2.3. Ecorobotix reserves the right, but has no obligation, to prescreen, monitor, edit, or remove any supplied content if it determines in its sole discretion that it violates this Agreement and/or any applicable law (including the privacy rights of others) and/or in order to safeguard Ecorobotix's reasonable interest.

4.2.4. End User's content removed from the Service may continue to be stored by Ecorobotix, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, Ecorobotix encourages End User to maintain its own backup of its content and any other content End User has access through the Service. In other words, Ecorobotix is not a backup service and End User agrees that it will not rely on the Service for the purposes of backup or storage. Ecorobotix will not be liable to End User for any modification, suspension, or discontinuation of the Service, or the loss of any content. End User also acknowledges that the Internet may be subject to breaches of security and that the transmission of content or other information via internet may not be secure.

4.2.5. End User shall not intentionally: (i) interfere with other users' access to, or use of, the Service, or with its security; (ii) facilitate the attack or disruption of the Service, including a denial of service attack, unauthorized access, penetration testing,

crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); (iii) cause an unusual spike or increase in its use of the Service that negatively impacts the Service's operation; or (iv) submit any information that is not contemplated in the applicable Documentation.

- 4.3. **No Reverse Engineering.** End User may not, and shall not allow third parties to: (i) reverse engineer, decompile, or disassemble the Service, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (ii) modify the Service or incorporate the Service into, or with, any other software; (iii) remove any products' identification or other notices; (iv) use the Service to develop any similar or competing product or service; or (v) loan, reproduce, transfer, distribute or resell the Service or any portion thereof, without the prior written consent of Ecorobotix.
- 4.4. **Export.** In case of export of the Machine outside the country in which the Machine was originally delivered, the End User is responsible to register the Machine with the local Reseller designated by Ecorobotix and pay the License Fee to Ecorobotix (or, as the case may be, the Reseller designated by Ecorobotix) in order to be able to benefit of the support services and of all functionalities of the Service.

## 5. FINANCIAL TERMS

Fees and payment terms for the License are specified in the applicable Order. Except as otherwise expressly specified in the Order, the License Fee will be Ecorobotix' (or, as applicable, the Reseller's) then current commercial list price for such License, and all fees are due in advance within 30 days of the date the applicable invoice is received. Failure to make timely payments is a material breach of the Agreement and Ecorobotix will be entitled, without prejudice of its other remedies hereunder or by law, to suspend the right of the End User to use the Service in accordance with Section 13.1.

## 6. OWNERSHIP

- 6.1. **Ownership.** All Intellectual Property relating to the Machines and/or the Service and any modifications, translations, or derivatives thereof, shall remain the exclusive property of Ecorobotix and its licensors, if any.
- 6.2. **No Implied License.** Nothing in this Agreement shall constitute or be considered as constituting a transfer or license of Ecorobotix Intellectual Property or any part thereof by Ecorobotix to End User or any other person, except as expressly provided or permitted herein.

## 7. DATA

- 7.1. **Ecorobotix Reserved Rights.** Ecorobotix shall retain all rights in the Machine Related Data and the Ecorobotix Content and shall be entitled to make any use of such data as it will deem fit.
- 7.2. **Agronomic Data and End User Data.** Agronomic Data and End User Data shall be owned by the End User who shall be entitled to make any use of such data as it will deem fit. Ecorobotix shall have a perpetual, irrevocable, worldwide, non-exclusive, sublicensable, and royalty-free right to use Agronomic Data and End User Data for any internal use and for performing its obligations and enforcing its rights under this Agreement or any agreement with its Resellers, for operating and improving the Machines and the Service, for its own research & development, and for any other legitimate purposes. Furthermore, the End User hereby consents that the Agronomic Data and End User Data (i) be freely used in an aggregated form which does not reasonably allow the association of the data with the End User or any other natural person and (ii) be disclosed to Ecorobotix's affiliates and/or any acquirer of all or a significant part of its business, provided that such affiliate or acquirer

agrees to abide by the terms of this Section.

## **8. PRIVACY**

8.1. **Principle.** Ecorobotix will collect, process, and use Personal Data relating to the End User in accordance with Ecorobotix Privacy Policy, which is incorporated by reference into this Agreement.

8.2. **Notice and Content.** To the extent the use of the Service requires it, End User is responsible for providing notice to, and obtaining consents from, natural persons regarding the collection, processing, transfer and storage of their Personal Data through its use of the Service.

## **9. UPGRADES AND UPDATES**

9.1. **No Obligation to Update.** Ecorobotix shall have no obligation to update, upgrade, complete or otherwise amend or adapt the Service during the duration of this Agreement. For the sake of clarity, it is expressly specified that, to the exception of the below-mentioned error corrections and minor improvements, any other updates, upgrades or enhancements to the Service may be subject to other terms and conditions and to additional charges.

9.2. **Exceptions.** Notwithstanding the above, Ecorobotix may, from time to time, in its sole discretion, provide, free of additional charges, error corrections, and as soon as generally available, minor improvements to the Service. Ecorobotix may suspend the Service if End User does not take the necessary steps to use the upgraded version of the Service.

## **10. DISCLAIMER**

THE SERVICE IS PROVIDED BY ECOROBOTIX "AS IS", WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, AND NON-INFRINGEMENT. ECOROBOTIX DOES NOT REPRESENT OR WARRANT THAT THE SERVICE AND THE DATA GENERATED BY THE SERVICE ARE ACCURATE, COMPLETE, RELIABLE, SECURE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICE WILL MEET THE SPECIFICATIONS COMMUNICATED BY ECOROBOTIX AND/OR ITS RESELLERS, OR ANY OF END USER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR THAT THE USE OF THE SERVICE WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY OF THIRD PARTIES. FURTHERMORE, NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO CREATE ANY OBLIGATION IMPOSED ON ECOROBOTIX TO PROVIDE ANY WARRANTY, SUPPORT, OR MAINTENANCE SERVICES TO END USER WITH RESPECT TO THE MACHINES AND/OR THE SERVICE.

## **11. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL ECOROBOTIX BE LIABLE TOWARDS THE USER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING ANY LOSS PROFITS), EVEN IF ECOROBOTIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ECOROBOTIX SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY THE USE OF THE PRODUCTS TO ASSETS OF THE USER OR OF THIRD PARTY (INCLUDING IN CASE OF MALFUNCTION OR

INCORRECT USE OF THE PRODUCTS). TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY THE USER FOR THE RELEVANT PRODUCTS TO ECOROBOTIX OR THE RELEVANT RESELLER OVER THE ONE-YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE.

## 12. INDEMNITY

To the fullest extent permitted by law, End User is responsible for its use of the Service and the Machine, and it will defend and indemnify Ecorobotix, its affiliates, and its and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "**Ecorobotix Entities**") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (1) End User's unauthorized use of, or misuse of, the Service or the Machine; (2) End User's violation of any portion of this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any applicable law or regulation; (3) End User's violation of any third-party right, including any intellectual property right, confidentiality, other property, or privacy right; or (4) any dispute or issue between End User and any third party. Ecorobotix reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by End User (without limiting End User's indemnification obligations with respect to that matter), and in that case, End User agrees to cooperate with Ecorobotix's defense of those claims.

## 13. SUSPENSION AND TERMINATION

- 13.1. **Suspension.** Ecorobotix may immediately suspend End User's rights to use the Service if End User breaches Section 4 (End User's Obligations), including Section 4.3 (No Reverse Engineering), Section 5 (Financial Terms) or any other material obligations under this Agreement, or if End User is late in paying any amount due under a License. **End User is hereby informed that the suspension may impede him/her to use the Machine or certain of its functionalities.**
- 13.2. **Termination.** Ecorobotix may terminate the license and rights granted in this Agreement, in whole or in part, at any time, by written notice with immediate effect, if:
  - (a) End User breaches any provision, commitment, representation, or warranty of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by the End User within 10 days of receipt by it of a notice from Ecorobotix specifying the breach and requiring its remedy; and/or
  - (b) End User ceases to carry on its business or becomes insolvent, is dissolved or liquidated, files or has filed against it a petition in bankruptcy, dissolution or liquidation or similar action filed by or against it.
- 13.3. **Consequences of Termination of a License.** Upon termination of any License, End User will no longer be entitled to use and have access to part of the Services associated with such License.
- 13.4. **Survival.** Sections 6 (Ownership), 7 (Data), 8 (Privacy), 10 (Disclaimer), 11 (Limitation of Liability), 12 (Indemnity), 13 (Suspension and Termination), 14 (Miscellaneous) and 15 (Governing Law and Jurisdiction) shall survive termination of this Agreement or of any License for whatever reason.

## 14. MISCELLANEOUS

This Agreement contains the entire agreement between Ecorobotix and End User

relating to the subject matter of the Agreement and supersedes all prior agreements, negotiation, correspondence, undertakings and communications of the parties, whether oral or written, with respect to such subject matter, subject to any Order made between Ecorobotix and End User (if any). This Agreement does not affect any agreements made between End User and any Reseller. As between Ecorobotix and End User, inconsistencies between this Agreement and any Orders made with a Reseller shall be governed by this Agreement, unless expressly otherwise agreed by Ecorobotix. Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by the parties. A waiver of any breach of this Agreement by a party shall not be construed to be a waiver of a subsequent breach. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Each provision of this Agreement is severable. If a provision is found to be void, invalid or unenforceable for any reason, such provision shall be enforced to the maximum extent possible so as to reflect the intent of the parties. The remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. This Agreement is binding on successors and permitted assigns. Except for payment obligations, neither party will be responsible for any non-performance or delay attributable in whole or in part to any cause beyond its reasonable control.

**15. GOVERNING LAW AND JURISDICTION**

- 15.1. **Governing Law.** This Agreement and any related services provided by Ecorobotix shall be governed, interpreted and construed in accordance with the substantive laws of Switzerland, without regard to conflict of laws principles thereof.
- 15.2. **Jurisdiction.** Any dispute, controversy or claim arising out of or in relation with this Agreement shall be submitted to the exclusive jurisdiction of the ordinary courts of Lausanne, Switzerland, with reserve of appeal to the Swiss Federal Tribunal.

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