



## ECOROBOTIX

### END-USER AGREEMENT

(version: September 1, 2025)

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 this Agreement or 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:

**"Affiliate"** means, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with, such person or entity. **"Control"** means, with respect to any person or entity, the possession directly or indirectly of the power to direct or cause the direction of the management and policies of such person or entity whether through ownership of voting shares, by contract or otherwise.

**"Agronomic Data"** means all data collected, processed and generated by or through the Service, including images and videos captured by the Machine, 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, but to the exclusion of any Machine Related Data and End-User Data.

**"Applicable Law"** means any law, statute, ordinance, regulation, rule, code, treaty, order, judgment, writ, injunction, act, decree, decision, ruling, award or other requirement having the force of law of any Governmental Authority.

**"Cloud Service"** means one or more of Ecorobotix's cloud-based service offerings that are made available to End-User, 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 n° CHE-284.375.582.

**"Ecorobotix Account"** means an account that an End-User or its Personnel 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 (other than a Reseller) that ultimately operates the Machine, either as Owner or, if applicable, as authorized sublicensee.

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

**"Governmental Authority"** means any foreign, domestic, federal, territorial, supranational, national, state or

local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other body or agency, or any political or other subdivision, department or branch of any of the foregoing.

**"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 pursuant to an Order.

**"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 Machine, 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.

**"Owner"** means the person or entity who is the owner of a Machine.

**"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 Personnel.

**"Personnel"** means the employees, officers, directors, agents, and subcontractors of a party acting within the scope of their duties or engagement. Personnel are internal to the relevant party and are not considered End-Users.

**"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.

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

## **2. LICENSE**

**2.1. License Grant.** Subject to the terms and conditions of this Agreement and any applicable Order, Ecorobotix hereby grants to End-User, during the License Term, a License, which is a non-exclusive, non-transferable and non-sublicensable right (subject to the limited right to grant sub-licenses pursuant to Section 2.2) to use certain functionalities, including certain Modules, of the Service in accordance with this Agreement and the applicable Order.

**2.2. Sublicense.** The Owner may grant a non-transferable sublicense, through one or multiple sublicenses, to any third party, who is approved by Ecorobotix (which approval shall not be unreasonably withheld) and provided that such third party agrees to comply with the obligations of the End-User under this Agreement as if it was a party hereto. The Owner shall remain fully responsible and liable for any act or omission of such sublicensee in connection with the Machine or Service. Ecorobotix may refuse any

sublicense for any legitimate reason, including, without limitation (i) if the sublicense would impose disproportionate technical or administrative burdens; (ii) if the sublicense would increase the risk of legal liability, misuse, or unauthorized access to the Service; or (iii) if the third party has previously breached legal or contractual obligations to Ecorobotix, its affiliates or a Reseller or presents a reputational, security or compliance risk.

- 2.3. **Transfer of the License.** The holder of a License may transfer such License to any new licensee who is approved by Ecorobotix (which approval shall not be unreasonably withheld) and provided that such new licensee agrees to be bound by the terms and conditions of this Agreement or enters into a new user license agreement with Ecorobotix. Ecorobotix may withhold its approval for legitimate reason pursuant to Section 2.2 *mutatis mutandis* and Section 2.4.
- 2.4. **No Independent Transfer of License.** The License granted under this Agreement may not be transferred or sublicensed independently of the Machine, and any purported separate transfer or sub-license shall be null and void unless expressly authorized in writing by Ecorobotix.
- 2.5. **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 License 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. Accounts are personnel and cannot be transferred without Ecorobotix's approval. End-User represents that all information provided by it and its Personnel 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. End-User must use the Services in compliance with any Applicable Law, the Documentation and any guidelines or instructions given from time to time by Ecorobotix.
  - 4.2.2. 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.
  - 4.2.3. End-User's content as well as any content made available to End-User through the Service 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 or data. 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.

4.2.4. 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, disassemble, decode, adapt or otherwise attempt to derive or gain access to the source code, underlying structure, algorithms, or know-how of the Service, (ii) modify, translate or create derivative works based on the Service or (iii) remove any products' identification or other notices. This restriction shall apply except to the extent that such activity is expressly permitted by Applicable Law, and then only upon prior written notice to 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. In case there is no Reseller in the country of export, the End-User acknowledges and agrees that the support services and all functionalities of the Service may not be guaranteed. In any event, the End-User is responsible to obtain all authorizations required to export the Machine and use it in the import territory.

4.5. **Compliance by Personnel.** The End-User shall ensure that its Personnel who accesses or uses the Machine or Service does so in full compliance with the terms and conditions of this Agreement. The End-User shall remain fully liable for any acts or omissions of its Personnel, as if such acts or omissions were those of the End-User itself.

## 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's (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 12.2.

## 6. OWNERSHIP

6.1. **Ownership.** All Intellectual Property relating to the Machine and/or the Service and any modifications, translations, or derivatives thereof, shall remain the exclusive property of Ecorobotix.

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.** End-User will own Agronomic Data and End-User Data and may freely use them. Ecorobotix has a perpetual, irrevocable, worldwide, non-exclusive, transferable, sub-licensable and royalty-free right to use the Agronomic Data and End-User Data for its internal use and for any other lawful purpose. Ecorobotix may notably use Agronomic Data and End-User Data to perform its obligations and enforce its rights under this Agreement or any contract made with End-User, to operate and improve the Service and its products, for research & development activities and, subject to the consent of End-User pursuant to Section 7.4 (if required) for marketing purposes. Ecorobotix may further freely use the Agronomic Data and End-User Data and any data derived therefrom if such data is in an aggregate form (i.e., in a form which does not reasonably allow the association of the data with the End-User or any natural person).
- 7.3. **Personal Data.** Ecorobotix will collect, process, use, store and transfer Personal Data relating to the End-User in accordance with the Ecorobotix Privacy Policy which is incorporated by reference into this Agreement. To the extent the use of the Service requires it, End-User is responsible for providing notice to, and obtaining consents from, natural persons (including its Personnel) regarding the collection, processing, transfer and storage of their Personal Data in accordance with this Agreement and the Ecorobotix Privacy Policy.
- 7.4. **Use of Personal Data for Marketing Purposes.** Ecorobotix does not sell Personal Data of End-Users. However, with the End-User's consent, Ecorobotix, its Affiliates, and the Resellers may transfer and use the End-User's Personal Data among themselves, including to inform the End-User about Ecorobotix products and services, to conduct surveys or for other purposes set out in the Ecorobotix Privacy Policy or in the consent statement. End-User may withdraw its consent with respect to the use of his/her Personal Data for marketing purposes at any time by writing to [privacy@ecorobotix.com](mailto:privacy@ecorobotix.com).

## 8. UPDATES AND UPGRADES

- 8.1. **Update.** Ecorobotix reserves the right to provide periodic updates to the Service, that provides minor enhancements, improvements, corrections, patches, or bug fixes, which do not materially alter the core functionality or architecture of the Service. ("**Updates**"). Updates may include security patches, performance improvements, and minor user interface changes. Updates are provided at no additional cost to the End-User. The End-User shall take all necessary steps to implement Updates provided by Ecorobotix within a reasonable time frame. Failure to implement Updates may result in reduced functionality or security vulnerabilities, for which Ecorobotix shall bear no responsibility.
- 8.2. **Upgrade.** Ecorobotix may also offer release of the Service that introduces substantial changes, new features, or significant improvements to existing functionality, or that otherwise materially alters the Service's capabilities or architecture ("**Upgrades**"). Upgrades may be identified by a change in the version number (e.g., from version 2.x to 3.x). Upgrades may be subject to additional fees, which shall be communicated in advance. The End-User may elect to purchase an Upgrade, in which case the terms and pricing shall be governed by the applicable Order and this Agreement.

## 9. 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, ITS AFFILIATES AND/OR 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 MACHINE AND/OR THE SERVICE.

## 10. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL ECOROBOTIX NOR ITS AFFILIATES BE LIABLE TOWARDS THE END-USER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING ANY LOSS PROFITS), EVEN IF ECOROBOTIX AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ECOROBOTIX AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY THE USE OF THE MACHINE TO ASSETS OF END-USER OR OF THIRD PARTY (INCLUDING IN CASE OF MALFUNCTION OR INCORRECT USE OF THE MACHINE). TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY AGGREGATE LIABILITY EXCEED THE TOTAL LICENSE FEE PAID FOR THE RELEVANT MACHINE TO ECOROBOTIX, ANY OF ITS AFFILIATES OR THE RELEVANT RESELLER OVER THE ONE-YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE.

## 11. 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 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 this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any Applicable Law; (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.

## 12. TERM; SUSPENSION AND TERMINATION

**12.1. Term.** The License shall commence on the date of delivery or activation of the Machine and is entered into for the initial term specified in the Order. In the absence of any indication in the Order, the initial term will be deemed to be three (3) years from the delivery of the Machine and the License will then be automatically renewed for successive one-year periods, unless the End-User gives written notice of non-renewal at least thirty (30) days before the end of the current period (the initial term and any subsequent period, the "**License Term**").

**12.2. Right to Suspend or Terminate.** Ecorobotix may terminate or, at its own discretion, suspend 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 (including a breach of 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 the License Fee) which shall not have been remedied by 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.

**12.3. Consequences of Expiration or Termination of a License.** Upon expiration or termination of a License, End-User will no longer be entitled to use and have access to part of the Services associated with such a License.

**12.4. Survival.** Sections 6 (Ownership), 7 (Data), 9 (Disclaimer), 10 (Limitation of Liability), 11 (Indemnity), 12 (Suspension and Termination), 13 (Miscellaneous) and 14 (Governing Law and Jurisdiction) shall survive expiration or termination of this Agreement or of any License for whatever reason.

### **13. 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.

### **14. GOVERNING LAW AND JURISDICTION**

**14.1. 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 and excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG).

**14.2. 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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