

## Climate FieldView End User Service Agreement

This Climate FieldView™ End User Service Agreement constitutes a legally binding agreement (“Agreement”) between you and Bayer CropScience Limited, whose registered office is at 230 Cambridge Science Park, Milton Road, Cambridge, CB4 0WB, United Kingdom. United Kingdom (“we”, “us” or “Climate”). Climate is an Affiliate of the Bayer Group of companies (“Bayer”). An “Affiliate” means with respect to an entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with that entity. Your use of Climate FieldView products, software, hardware, services and web sites excluding any products or services provided to you by Climate under a separate written agreement (referred to collectively as “**FieldView Services**”), is subject to the general terms and conditions set forth in this Agreement. Additional terms may apply to certain FieldView Services as described in Sections 1.5, 1.7, 2.1, 2.2, 3.2 and 6.9 below, which hereby are incorporated by reference (“Additional Terms”).

FieldView Services are for business use only. This Agreement establishes a business-to-business relationship between you and Climate. By clicking “Accept” when setting up your FieldView Account pursuant to Section 1.3 below you represent and warrant that you are at least 18 years of age, that you are acting for business purposes, and you agree to be bound by this Agreement. If you are accepting this Agreement on behalf of

a company or other legal entity, you represent that you have authority to bind the entity, in which case “you” and “your” shall refer to you and such entity. **If you are not 18 years or older, or do not agree to this Agreement, you may not use the FieldView Services.** Solely you are responsible for meeting all requirements for access to or use of the FieldView Services through your mobile and other computer devices, internet or telecommunications provider (including but not limited to the terms related to the use of any required additional software).

## **1. SERVICES**

**1.1 Scope of Service:** FieldView Services provide information, estimates, prescriptions or other recommendations based on models and third-party sources and help you organize and evaluate data provided or inputted by you, your mobile device or your equipment. FieldView Services may not be available in all languages and may not be appropriate or available for use in any particular location. FieldView Services and our models, sources, data, information, estimates, prescriptions and other recommendations may change over time. Individual results may vary, as weather, growing conditions and farming practices differ across growers, locations and time. We do not guarantee any results, and neither the FieldView Services nor **Climate Generated Works** (as defined below) should be used as a substitute for sound farming practices, including regular and diligent field monitoring, or as the sole means for making farming, risk management or financial decisions. We recommend that you consult your

agronomist, commodities broker and other service professionals before making financial, risk management and farming decisions.

**1.2 Personal Data:** Providing FieldView Services requires us to collect, share, and use some personal data within the meaning of Article 4 of the EU General Data Protection Regulation (GDPR) about you (“Personal Data”). How we handle your Personal Data and further data privacy relevant information can be found in our Privacy Statement, which is available

at <https://climate.com/api/eula/v1/documents/pp.pdf?countryCode=GB>

**1.3 FieldView Account:** You must create a Climate FieldView account to access FieldView Services (“**FieldView Account**”). You may have no more than one FieldView Account in the United Kingdom, but you may create additional FieldView Accounts for other countries. When you create a FieldView Account, you will be asked to provide certain information about you and your business, such as your name, service address, email address, payment method and authorization, or other user information (“**Account Information**”). By entering Account Information, you represent and warrant that all such information you enter is true and accurate and you agree to keep the information up to date if it changes at any time during the term of this Agreement.

**1.4 Login Information:** You agree to keep your FieldView Account username and password (“**Login Information**”) confidential and prevent unauthorized

users, including minors under the age of 15, from using your Login Information to access FieldView Services. You are solely responsible for the activities of anyone accessing the FieldView Services using your Login Information and for ensuring that all users of your FieldView Account comply with this Agreement. You must notify us promptly of any unauthorized use of your FieldView Account and promptly change your login password if you believe your FieldView Account no longer is secure.

**1.5 Limited License:** Except with regard to certain Climate Equipment, which is sold to you as mentioned in Section 3.1 below, FieldView Services are licensed to you. Subject to the terms of this Agreement and any applicable Additional Terms Climate grants a limited, revocable, personal, non-exclusive, and non-transferrable right for you and individuals authorized by you to access and use the FieldView Services and Climate Generated Works solely for your business use in the United Kingdom. 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.

**1.6 Restrictions:** You agree NOT to:

(a) Use FieldView Services outside of the United Kingdom;

(b) use FieldView Services on land or equipment that you do not own, or you do not have a right to use or on which you do not have a right to operate;

(c) sell, lease, lend, license, export, reexport, otherwise transfer, distribute, re-distribute, copy, publicly perform or display, transmit or publish any FieldView Services or Climate Generated Works or assign, transfer or sublicense this Agreement or the rights granted by us in this Agreement without our prior written consent;

(d) use FieldView Services to develop, evaluate, validate or enhance any product or service competing with any of the FieldView Services or create any derivative works without our prior express written consent;

(e) use FieldView Services or Climate Generated Works to benchmark or otherwise compare the performance of Climate or Bayer Crop Science division products or services to or against products or services of our competitors for the purpose of developing or promoting competing products without our prior express written consent, but you may make agronomic comparisons and conduct yield testing solely for your own use;

(f) use the FieldView Services to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of anyone or to publish material that is false, defamatory, harassing or obscene; or

(g) remove or modify any markings or notices of our or our licensors' proprietary rights, or violate or circumvent, or attempt to do so, any FieldView Services security features, including attempting to access or use any portion of the FieldView Services for which you have not paid all due and applicable amounts.

**1.7 Fee-Based FieldView Services:** If you subscribe to any fee-based FieldView Services Additional Terms also apply, relating specifically to such fee-based services disclosed to you at the time of subscription, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational material associated with the FieldView Services or on the Climate website, all of which are hereby incorporated by reference. Your order for fee-based FieldView Services will become effective only if we accept your order. You agree to pay when due all amounts set forth in the applicable order for any fee-based FieldView Services and, at the time of renewal, the applicable subscription fees for any renewed FieldView Service subscription, plus applicable taxes (unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority). If your subscription fee payment is overdue, we may suspend your account access until such amounts are paid in full. Unless otherwise specified, overdue amounts will accrue interest at the highest rate allowed by the applicable law.

**1.8 Subscription Automatic Renewals:** If you place an order for a fee-based FieldView Service, you can use that FieldView Service only until your

subscription for that FieldView Service ends. If you have specified a payment method and provided us your payment information (including credit-card, debit-card or bank-account information), you authorize us to charge your specified payment method for the fees due for your use of the FieldView Services. Except as otherwise specified in the applicable order, each subscription for fee-based FieldView Service will automatically renew at the end of its initial term and each year thereafter unless cancelled pursuant to the below provisions. Prices for subscriptions of fee-based FieldView Services may change in the future. Unless otherwise provided in the applicable order, the subscription fees for any renewed subscription will be the applicable price for such FieldView Service in effect when the subscription renews. We will notify you of the applicable subscription fees, including any changes in subscription fees, prior to renewal of your subscription. Any changes to the subscription fees will become effective after we have posted them on our website at <https://climatefieldview.co.uk/> and you have clicked "Accept" before continuing to use the respective FieldView Services. If you do not agree to the applicable subscription fees or if you wish to cancel your subscription for any reason, you may cancel the automatic renewal of your subscription by giving us notice of cancellation at any time before your current subscription term is set to renew. You may cancel the automatic renewal of your subscription by calling Customer Support at + 441604981696 during regular business hours or by sending an e-mail to support.europe@climate.com or by sending a written notice to us as set forth in Section 6.6 below. If you cancel the automatic renewal of your subscription before the end of the then-current

subscription term, your subscription will end at the end of that term; if you cancel the automatic renewal after the end of the aforementioned subscription term, your subscription will end at the end of the renewed term.

## 2. SOFTWARE

2.1 **Climate Software:** FieldView Services use and include certain software and/or firmware (“**Climate Software**”). Some Climate Software resides on equipment licensed or sold to you. Your use of Climate Software is subject to the End User License Agreement that accompanies the Climate Software, which terms are Additional Terms. With regard to any Climate Software (including but not limited to the use of web sites) that is not accompanied by an End User License Agreement, Climate, or its applicable third party licensors, grants you a personal, non-transferrable, and non-exclusive right and license to use the object code of the Climate Software in accordance with this Agreement, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code or structure sequence and organization of, sell, assign, sublicense, distribute, rent, lease, grant a security interest in, or otherwise transfer any right in the Climate Software. You acknowledge that this license is not a sale of intellectual property and that Climate or its third-party licensors, providers or suppliers continue to own all right, title and interest to the Climate Software and related documentation. The Climate Software is protected by the copyright laws of the United States and international copyright treaties.



**2.2 Additional Requirements for Apple App:** Software apps made available through the Apple App Store are subject to your prior acceptance of Apple Inc.'s ("Apple") Licensed Application End User License Agreement (see, <https://www.apple.com/legal/internet-services/itunes/dev/stdeula> ("**Apple EULA**")), which are considered Additional Terms. In the event of any inconsistency between the terms of this Agreement and the terms of the Apple EULA, the terms of the Apple EULA shall prevail. If you are using the FieldView Services through mobile application software on an Apple device, including any iPhone, iPod touch or iPad devices ("**Apple App**"), you further acknowledge and agree 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. This Agreement is between you and Climate only, not with Apple, and Apple is not responsible for the Apple App or FieldView Services. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple App. 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 according to Apple's terms and conditions; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Apple App. 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. 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. 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. 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.

**2.3 Third Party Content and Services:** The FieldView Services may enable access to and use of third-party software, services, and/or websites, that interact with the FieldView Services, and when applicable, subject to those third-parties' terms and conditions (collectively and individually, "**Third Party Services**"). You agree to use the Third Party Services at your own risk. Climate is not responsible for examining or evaluating the content or accuracy of any Third Party Services and shall not be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any such Third Party Services. Data displayed by the FieldView Services that originates from any Third Party Services ("**Third Party Content**") is for general informational purposes only and is not guaranteed

by Climate. You agree not to use the Third Party Services or Third Party Content in any manner that is inconsistent with the terms of this Agreement or that infringes the intellectual property rights of any third party. You agree not to use the Third Party Services to harass, abuse, stalk, threaten or defame any person or entity, and that Climate and the Third Party Services provider are not responsible for any such use. Third Party Services and Third Party Content may not be available in all languages or in the United Kingdom and may not be appropriate or available for use in any particular location. To the extent you choose to use Third Party Services, you are solely responsible for compliance with all applicable laws. Climate reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any Third Party Services at any time without notice or liability to you.

**2.4 Software Upgrades:** Climate and its third-party licensors have the unrestricted right, but not the obligation, to provide Climate Software and third-party software upgrades, updates, or supplements (such as, but not limited to adding or removing features or updating security components) at any time. We will use reasonable efforts to notify you of any changes we make to the Climate Software, though this may not always be possible. You must install or use the most recent version of the Climate Software and abide by any additional requirements. An upgrade, update or supplement may result in a change or discontinuation of features of the Climate Software. Although unlikely, software upgrades, updates, or supplements could reset your Climate Equipment and erase saved preferences or stored content.

### 3. CLIMATE EQUIPMENT

3.1 **Equipment:** Climate may make available certain equipment (such as a Climate FieldView drive) for use in conjunction with the Services (“**Climate Equipment**”). Certain Climate Equipment provided to you, including the FieldView drive, is sold to you.

3.2 **Maintenance and Repair:** Climate will provide support for Climate Equipment in accordance with the applicable written supply and service contract that accompanied the Climate Equipment at time of delivery, which is considered Additional Terms. If the Climate Equipment is damaged due to your intentional acts, negligence, or any use inconsistent with this Agreement, as determined by Climate, you will be responsible for the price of repair or replacement. You understand that repair or replacement of the Climate Equipment may delete stored content, reset personal settings or otherwise alter the Climate Equipment.

3.3 **Use of Equipment:** Climate reserves the right to manage the status and use of Climate Equipment during the term of this Agreement. Neither you nor a third party may change, interfere with, or block Climate’s access to the Climate Equipment data or settings. If any of your data is generated or transmitted by or through any third party equipment, hardware or software products (e.g. a tractor or combine and its software system) and you submit a product support request to

us that relates to such third party equipment, hardware or software product, then we may share your data with the provider of such equipment, hardware or software product as we deem reasonably necessary to resolve that product support request, provided that such provider agrees not to use or disclose your data other than to resolve that product support request. If you do not want us to share your data with the provider of any of your third party equipment, hardware or software products, please notify us by calling Customer Support at +441604981696 during regular business hours or by sending an e-mail to support.europe@climate.com, or by sending a written notice to us as set forth in Section 6.6 below. Please note that not allowing us to share your data with the provider may prevent Climate or the provider from troubleshooting and resolving your issue effectively.

## 4. DATA

**4.1 Customer Farm Data and Feedback:** Some FieldView Services may require you or your authorized users to upload, input, transmit, store or otherwise make available to Climate information about your farm operation, such as your field locations, maps or boundaries, recorded environmental, weather or climatic conditions, agronomic practices, crop losses, crop yields, field images, field notes and other information relating to your farm operation (“**Customer Farm Data**”). You may not be able to use certain features of the FieldView Services if you do not provide this information, because the functioning of the FieldView Services depends on this information. As between you and Climate, you own all

Customer Farm Data. To the extent permitted by applicable law, you grant us a non-exclusive license to access, use, reproduce, display, modify, and prepare derivative works based on your Customer Farm Data in order to provide the FieldView Services and related support to you, for our internal operations and research and development purposes, and for the purpose of implementing this Agreement. If you submit feedback or suggestions about FieldView Services, we may use your feedback or suggestions without obligation to you. As far as Customer Farm Data contains Personal Data about you, we will handle it as described in our **Privacy Statement** at <https://climate.com/api/eula/v1/documents/pp.pdf?countryCode=GB> and Section 5.3.

**4.2 Climate Generated Works:** We own any works we generate (“**Climate Generated Works**”), including data (also aggregated data), tools, analyses, results, estimates, prescriptions, recommendations and other information generated, published, displayed, transmitted or made available to you in or by the FieldView Services, except for your Personal Data, other Customer Farm Data, or Third Party Content, whether or not the Climate Generated Works are related to Personal Data, other Customer Farm Data or Third Party Content. **It is our policy not to use Customer Farm Data or information derived from Customer Farm Data to make speculative commodities trades, other than hedging we may do during the normal course of business to manage risks associated with our own seed/commodity production operations.**

### 4.3 Sharing Data with other Climate FieldView Users and Platform

**Partners:** Climate allows you to share certain information, including Customer Farm Data and Climate Generated Works, with other Climate FieldView users, such as your agronomist or sales representative, within the FieldView Services, or to share certain information with third parties who are Climate Platform Partners by linking your FieldView Account to an account with the Platform Partner. Selecting to share your information and data with other Climate FieldView Users authorizes Climate to share your information with such users within the FieldView Services environment. Linking your FieldView Account and an account with one or more of our Platform Partners authorizes Climate to share your information with such Platform Partners and enables them to download a copy of your information to the Platform Partner's own system. The terms of service applicable to your account with the Platform Partner and the Platform Partner's privacy policies will govern their processing and use of any information you share with them by linking your FieldView Account and a Platform Partner account. **Only share your information within the FieldView Services environment with FieldView users you trust. Sharing your information with other FieldView users may enable them to share your information with Platform Partners and others outside of the FieldView Services environment without seeking further authorization from you. Climate FieldView users and Platform Partners with whom you share your information are not agents or representatives of, or processors for, Climate. Climate is not responsible for their actions in relation to your**

**information. For data privacy relevant information with regard to sharing Personal Data with other Climate FieldView Users and Platform Partners please see our Privacy Statement at**

<https://climate.com/api/eula/v1/documents/pp.pdf?countryCode=GB>. If you choose to share your information with other Climate FieldView users or Platform Partners, you can provide or revoke such access in your account settings, or by calling Customer Support at + 441604981696 during regular business hours or by sending an e-mail to support.europe@climate.com or by sending a written notice to us as set forth in Section 6.6 below.

## **5. TERM AND TERMINATION**

**5.1 Term of Agreement:** This Agreement is effective after you have clicked “Accept” when setting up your FieldView Account pursuant to Section 1.3 above until terminated by you or Climate pursuant to the below Sections.

**5.2 Cancelling Orders and Closing your FieldView Account:** You may cancel an order for a fee-based FieldView Service and/or close your FieldView Account at any time with notice to us by cancelling an order or your FieldView Account in your account settings, by calling Customer Support at + 441604981696 during regular business hours or by sending an e-mail to support.europe@climate.com or by sending a written notice to us as set forth in Section 6.6 below.

If an order with respect to any FieldView Services is cancelled or terminated, then your right to use or access such FieldView Services will be terminated with



immediate effect and you must immediately stop using such FieldView Services. If you cancel an order for a fee-based FieldView Service within 30 days from the applicable order date, we will refund amounts already paid by you with respect to that order. If you cancel an order for a fee-based service more than 30 days from the applicable order date, then you will be responsible for all subscription fees with respect to that order and will not be entitled to any credits or refunds as a result of such termination for prepaid but unused FieldView Services. Any such cancellation will automatically terminate this Agreement only with respect to the FieldView Service associated with that order, and subject to any survival provisions in this Agreement.

Closing your FieldView Account cancels all orders for FieldView Services and terminates this Agreement with immediate effect, subject to any survival provisions in this Agreement. If you close your FieldView Account, we will deactivate this account. To the extent permitted by applicable law, we reserve the right to keep your Account Information and Customer Farm Data intact for a reasonable period of time to facilitate reactivation, unless you request that we delete your FieldView Account, provided that we will handle your Personal Data you provided to us in accordance with our Privacy Statement at <https://climate.com/api/eula/v1/documents/pp.pdf?countryCode=GB>.

**5.3 Account Deletion Requests:** You may request that we permanently delete your FieldView Account and your Customer Farm Data by sending an e-mail to support.europe@climate.com or by sending a written notice to us as set forth in

Section 6.6 below and we will delete your Personal Data you provided to us, unless and to the extent required or allowed by applicable law (e.g. regarding Personal Data to the extent that processing is necessary for scientific research purposes as provided for in Art. 17 paragraph 3 (d) GDPR or for the establishment, exercise or defence of legal claims as provided for in Art. 17 paragraph 3 (e) GDPR). Deleting your FieldView Account cancels all orders for FieldView Services and terminates this Agreement with immediate effect, subject to any survival provisions in this Agreement.

**5.4 Termination for Breach:** Either you or Climate may terminate this Agreement with immediate effect if the other party materially breaches this Agreement. If you terminate this Agreement because of a breach by Climate, we will refund amounts already paid by you for any active subscriptions or orders at the time of termination. If Climate terminates this Agreement because of a breach by you, you will be responsible for all subscription fees for any active subscriptions or orders at the time of termination and will not be entitled to any credits or refunds as a result of such termination for prepaid but unused FieldView Services. For example, we may terminate this Agreement hereunder if: (i) you do not pay your applicable amounts on time at least twice in a row or (ii) your continued use of the FieldView Services violates the terms of this Agreement or any applicable law or regulation despite a respective warning from our end.

**5.5 Additional Termination Rights:** We may terminate this Agreement with respect to any FieldView Service at any time with a notification period of 30 days, e.g. if we no longer offer such FieldView Service. If we terminate this Agreement with respect to any FieldView Services other than for cause, we will refund on a pro-rata-basis amounts already paid by you for any active subscriptions or orders at the time of termination.

**5.6 Survival.** The rights granted to Climate pursuant to Section 4 and any other rights or obligations of the parties under this Agreement which, by their nature, would continue beyond the termination, cancellation, suspension, or expiration of this Agreement shall survive termination, cancellation, suspension, or expiration of this Agreement.

## **6. MISCELLANEOUS**

**6.1 Compliance with Law and Export Controls:** You agree to use all FieldView Services strictly in accordance with all applicable laws. You may not use or otherwise export or re-export the FieldView Services, including, but not limited to Climate Software, Climate Equipment, and Climate Generated Works, except as authorized by United States law, EU law and the laws of the United Kingdom. In particular, but without limitation, FieldView Services, including, but not limited to Climate Software, Climate Equipment, and Climate Generated Works may not be exported or re-exported (a) into any U.S.-embargoed

countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List or to anyone on any comparable list published by any EU/EEA or UK authorities if breaching the European Union Regulation (EC) No. 428/2009 and/or breaching comparable laws and regulations of other countries. By using the FieldView Services, you represent and warrant that you are not included on any such list. You also agree that you will not use FieldView Services for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons. You will not request from Climate information or documentation for the purpose of support, giving effect to or complying with a boycott of any country in contravention of the laws or policies of the United States, the EU and United Kingdom. Climate expressly rejects any such request and will report receipt of any such made requests to the relevant authorities as required by the applicable law.

**6.2 Force Majeure:** 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 the control of the claiming party.

**6.3 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 England (without regard to rules

regarding conflicts of laws, which shall be disregarded in their entirety) and you hereby submit to the exclusive jurisdiction of the courts located in England. The UN Convention on Contracts for the International Sale of Goods is explicitly disclaimed.

Climate may nevertheless bring claims in other courts of competent jurisdiction, including without limitation in the country in which you have a registered office or for individuals registered residence. The UN Convention on Contracts for the International Sale of Goods is explicitly disclaimed.

#### **6.4 Limited Warranties and Disclaimers:**

a) **Content:** We do not guarantee or warrant any results, and neither the FieldView Services nor Climate Generated Works should be used as a substitute for sound farming practices. The FieldView Services provide support for decision-making based on statistical probabilities and other models as well as third-party sources but do not carry out any conclusive assessment. Making this assessment remains your own responsibility. FieldView Services may be based on algorithms. However, it is obviously not possible for an algorithm to model every single feature of an individual event. We do not assume any liability, neither explicit nor implied, for the information and decision-making support contained in the FieldView Services and Climate Generated Works being correct,

complete, and up-to-date. We therefore recommend that you check all information you receive, before you use it in any form.

b) **Climate Software:** Warranties and liability regarding Climate Software which was accompanied by an End User License Agreement pursuant to Section 2.1 above are governed by that End User License Agreement and Section 2.4 above.

With regard to any Climate Software that is not accompanied by an End User License Agreement (including but not limited to the use of web sites) the following applies:

- (1) Descriptions shall not be deemed guaranteed unless separately agreed in writing.
- (2) Rights in case of defects shall be excluded in the case of just slight impairment of use and other defects which are not Material Defects (as defined in (3) below).
- (3) In case and to the extent Climate Software has a defect, which continues for more than 24 hours and causes a substantial impediment of your business ("Material Defect") we have the right to choose between repair, replacement delivery or replacement of services, including but not limited to delivery or installation of a new program version or a work-around.
- (4) If any Material Defect is not cured within 48 hours after you have notified us of such defect we will refund amounts already paid by you with respect to the affected Climate Software.

- (5) Your rights in case of defects shall become time-barred after 12 months and the period shall begin on the date of using the respective Climate Software or, in case of delivery, on the date of such delivery. In respect of upgrades, updates, or supplements the period shall in each case begin on the date of using the respective item or, in case of delivery, on the date of such delivery.
- (6) In case of delivery of Climate Software you shall inspect the delivered items without delay for any transport damage and other apparent defects preserve the appropriate evidence and assign any claims for recourse to us while handing over the documents.
- (7) Any claims for damages are subject to the limitations set forth under Section 6.5.
- (8) Amendments or additions to the Climate Software which you carry out yourself or through third parties, shall cause your rights in case of defects to be cancelled. We are also not be responsible for defects, which are caused by improper use or improper operation or the use of unsuitable means of operation by yourself.

c) **Climate Equipment:** Our warranties and liability regarding Climate Equipment are governed by the applicable written supply and service contract that accompanied the Climate Equipment at time of delivery and Section 3.2 above.

#### **6.5 Limitation of Liability and Indemnity:**

(1) We shall be liable under the terms of this Agreement only in accordance with the provisions set out under (a) to (d):

(a) We shall be liable for losses (including loss of data) arising from Material Defects (as defined in Section 6.4 b) (3) above) not exceeding the amount you actually paid for the affected Climate Software during the 12 months prior to the date on which the relevant claim arises.

(b) We shall be liable in accordance with applicable mandatory laws in the event of product liability.

(c) We shall be liable for (i) losses caused intentionally by us, our legal representatives and our vicarious agents and for (ii) death, personal injury or damage to health caused by the intent or negligence of us, our legal representatives and our vicarious agents.

(d) Any more extensive liability of us is excluded on the merits unless such liability is mandatory according to the applicable laws.

**(2) You agree to indemnify, defend, and hold harmless Climate and its Affiliates, and each of their 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: i) your illegal use of the FieldView Services, Climate Software, Climate Equipment or Climate Generated Works; ii) your violation of any portion of this Agreement; and iii) any dispute or issue between you and any third party in connection with (i) and (ii) above.**



**6.6 Notices:** Notices by either party in connection with FieldView Services may be provided by electronic or physical mail. The receiving party will be deemed to have received such notice upon delivery or transmission or, in the case of mail, 48 hours after mailing. By installing, downloading, activating or using a FieldView Service you expressly consent and agree that all notices, including without limitation all commercial communications by either party in connection with FieldView Services, Climate Equipment, Climate Software, Climate Generated Works and this Agreement may be provided electronically to your primary e-mail address provided in your FieldView Account. **It is your responsibility to keep your Account Information up to date so that we can communicate with you electronically.** Any legal notice required to be given to Climate must be sent to: Bayer CropScience Limited, 230 Cambridge Science Park, Milton Road, Cambridge, CB4 0WB, United Kingdom marked for the attention of the Company Secretary, or by e-mail to: [support.europe@climate.com](mailto:support.europe@climate.com) marked for the attention of the Company Secretary of Bayer CropScience Limited. If we send a notice to your primary e-mail address on file and your primary e-mail address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, we will be deemed to have provided the notice to you. If electronic notices sent to you by us are returned because of an invalid e-mail address, we may deactivate your account, in which case you will not be able to use your account until you update your Account Information and provide a valid, working e-mail address for you. You may change your primary e-mail

address at any time in your account settings or by sending an e-mail message to support.europe@climate.com, and in the body of such request, state your previous e-mail address and your new e-mail address.

**6.7 Amendments:** Climate may modify this Agreement at any time. Except with regard to the assignment of this Agreement to one of Climate's Affiliates pursuant to Section 6.8 any changes to this Agreement will become effective after we have posted them on our website at <https://climate.com/api/eula/v1/documents/eula.pdf?countryCode=GB> and you have clicked "Accept" before continuing to use the FieldView Services. If you do not agree to the revised Agreement, you must stop using the FieldView Services and you may notify us within 30 days to request a pro-rated refund for unused services.

**6.8 Assignment:** You may not assign or transfer this Agreement or any rights or obligations under it (by assignment, operation of law or otherwise) without the prior written approval of Climate. Any attempted assignment or transfer of this Agreement to any person shall be deemed to be void *ab initio* and of no force or effect. Any breach of this provision shall constitute a material breach of this Agreement. Climate, however, may assign this Agreement at any time to one of its Affiliates without your acceptance. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns.

**6.9 Entire Agreement:** This Agreement, including the applicable Privacy Statement and any Additional Terms, constitutes the entire agreement between the parties. Headings are for convenience only. In the event of any discrepancy between the terms of this Agreement and the terms of any Additional Terms, the Additional Terms shall govern. This Agreement does not create an association, partnership, joint venture, trust, agency or other relationship between the parties. This Agreement is non-exclusive. No waiver by either party of any breach by the other party of any of the terms of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remainder of this Agreement will remain in full force and effect.

**6.10 Electronic Signature.** Your installation, downloading, activation or use of the FieldView Services and internet sites for ordering such FieldView Services includes the capacity and ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT SINCE YOU ARE A PROFESSIONAL, YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PAY FOR SUCH TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO RELATING TO YOUR FIELDVIEW SERVICES, INCLUDING NOTICES OF CANCELLATION,

POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.