

Additional Terms and Conditions for Software-as-a-Service of Stenon GmbH

Stenon GmbH, Hegelallee 53, 14467 Potsdam ("**Stenon**") offers an online platform for the evaluation of measurement results of soil samples generated with the Stenon hardware. The online platform is controlled by a dashboard via customary browsers or via the Stenon hardware and is based on an IT infrastructure as software-as-a-service ("**Software**"). These additional terms and conditions to the Hardware Rental Agreement ("**Additional Terms**") govern the use of the Software by the Lessee (the "**Customer**") during and, if agreed, after the expiration of the term of the Rental Agreement.

Stenon's services are directed exclusively at entrepreneurs.

1 Subject matter of the agreement; terms and conditions of the Customer

- 1.1 These Additional Terms apply to the provision of the Software by Stenon together with a Hardware Rental Agreement. For the avoidance of doubt, these Additional Terms do not apply to the use of the Software with Stenon hardware purchased by the Customer or rented from Stenon's distribution partners. In these cases, the separate terms and conditions and remuneration models that the user accepted when commissioning the respective Stenon hardware apply.
- 1.2 The use of the Software is only offered to entrepreneurs in the sense of Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB). Entrepreneurs are natural persons, legal entities or partnerships with legal capacity, that act in the exercise of their commercial or independent professional activity when concluding the agreement.
- 1.3 Stenon shall set up an account for the Customer upon the first conclusion of a Hardware Rental Agreement. Once an account has been registered, it shall remain in existence even after expiry of the rental period for the Stenon hardware, so no new account needs to be created for future rental processes, unless the usage relationship has been terminated in its entirety in accordance with Section 10.6. Additional rented measuring devices can also be added to the Customer's account at later times (in each case for the duration of the Rental Agreement).
- 1.4 The Customer's terms and conditions shall only become part of the agreement if this has been expressly agreed in writing.

2 Stenon's services

- 2.1 Stenon provides the Customer with access to the Software via the internet for a period of time limited to the term of the agreement ("**Software-as-a-Service**"). Stenon is responsible for the operation and maintenance of the Software and the IT infrastructure on which it runs. The place of service delivery is the router exit of the data center. The Customer must independently ensure that he is able to receive the service. In particular, the provision of the necessary hardware and software (e.g. browser) by Stenon is not subject of these Additional Terms. The Customer has no right to access the source codes of the Software

provided by Stenon. The Customer is responsible for the handling of the Software.

- 2.2 The exact scope of the services to be provided by Stenon can be found in the service description valid at the time of the conclusion of the agreement.
- 2.3 The owed average availability of the Software is 99% on a monthly average, i.e. the Software may be unavailable for up to 7.5 hours per month. Excluded from this are necessary planned maintenance work as well as disruptions that are not within Stenon's sphere of influence, such as force majeure in particular. If possible, Stenon will inform the Customer about planned maintenance work in due time in text form to the contact person named to Stenon. However, Stenon expressly reserves the right to carry out unannounced maintenance work if necessary, in particular if this is required for data and/or operational security.
- 2.4 Stenon performs daily backups of the data stored by the Customer in the Software, which are kept for three days. An individual check of the correctness and completeness of the data backups does not take place and is not owed.
- 2.5 Stenon provides the Customer with documentation of the Software as well as instructions for its use in electronic form in German and/or English online for retrieval. The Customer is not entitled to edit, distribute or make publicly available the documentation or instructions for use. Printed documentation is not owed.

Stenon is entitled to engage subcontractors as vicarious agents for the performance of services at its own discretion.

- 2.6 Stenon is entitled but not obliged to extend and further develop the functional scope of the Software. Stenon reserves the right to offer extensions and/or further developments only against payment of an additional fee. If the Customer books an extension or further development for a fee by means of a corresponding supplementary contract to this agreement, these Additional Terms apply accordingly to this booking. If Stenon provides extended or additional functions free of charge after conclusion of the agreement, these provided functions are considered as voluntary service of Stenon.
- 2.7 Stenon may change the functional scope of the Software at any time to an extent that is reasonable for the Customer. The change is reasonable in particular if it becomes necessary for an important reason - for example due to disruptions in the provision of services by subcontractors or for safety reasons - and the performance features defined in the service description are essentially retained as well as the main performance obligations of Stenon remain unchanged. If the changes do not exclusively concern extensions of the function or only insignificant components of the services to be provided by Stenon, Stenon shall inform the Customer about the change by e-mail at least four weeks before it comes into effect.
- 2.8 Stenon is entitled to block the Customer's access to the Software if

- a) there are indications that the Customer's login data has been or is being misused or that the login data has been or is being provided to an unauthorized third party or that login data is being used by more than one natural person;
- b) there are indications that third parties have otherwise gained access to the Software provided to the Customer;
- c) the blocking is necessary for technical reasons;
- d) Stenon is obligated to blocking access by law or by court or official authorities;
- e) the Customer is more than two weeks in delay with the payment of the agreed fees (including a fee under the Hardware Rental Agreement);
- f) the Customer has provided incorrect or invalid contact information and communication between Stenon and the Customer is no longer possible;
- g) the Customer has deposited incorrect payment data and regular fulfillment of the Customer's performance obligations is not ensured.

Stenon shall announce the blocking to the Customer at least one working day before the blocking takes effect, at least in text form, provided that the announcement is reasonable under consideration of the mutual interests and is compatible with the purpose of the blocking.

3 Obligations of the Customer

- 3.1 The Customer must keep the login data to the Software in a safe place and may only make them accessible to authorized employees. The Customer undertakes to oblige its employees to handle the login data confidentially and to inform Stenon immediately if there is any suspicion that the login data may have become known to unauthorized persons.
- 3.2 The Customer shall back up his data himself regularly and in accordance with the associated risk, insofar as this is technically possible for him. This applies both to the data on the local systems of the Customer and to data that the Customer stores on the IT infrastructure provided by Stenon.
- 3.3 The Customer grants Stenon a non-exclusive right of use, unrestricted in time and place, to all content and raw data that the Customer transfers to Stenon's servers in the context of the use of the Software, to use the content to the extent necessary to perform the agreement with the Customer, in particular to reproduce the content and to use it on the platform in accordance with the Customer's settings and to make it available to end users and other third parties, as well as to use the transferred content and raw data as well as measurement values and

analyses generated therefrom in anonymized form to improve the Stenon Software (e.g. by machine learning). Stenon is entitled to grant sublicenses to its vicarious agents to the extent necessary for the performance of the agreement. Apart from that, the right of use is not transferable. Stenon is entitled to retain content of the Customer beyond the duration of the agreement, as far as this is technically or legally necessary. In particular, Stenon is authorized to keep backup copies of the content provided by the Customer and to temporarily or permanently store such information which is required for accounting, documentation and billing purposes.

4 Scope of the rights of use

- 4.1 Upon commencement of the agreement, Stenon grants the Customer the non-exclusive, worldwide, non-transferable and non-sublicensable right, limited to the term of the agreement, to use the Software in accordance with the agreement and to the extent agreed upon in each case. All further rights remain reserved.
- 4.2 Components of the Software that are recognizable as being subject to the rights of third parties and in particular open source licenses are excluded from the grant of rights. In particular, such components that are disclosed by Stenon within the Software or in supplied text files as third-party content are deemed to be recognizable.
- 4.3 The Customer may only use the Software for internal company purposes and in particular may not arrange for its use in a SaaS model to third parties for their own use, whether against payment or free of charge, and may also not use Stenon's services to provide its own services to its contractual partners (e.g. analysis of soil samples for third parties).

5 Information on data protection

Stenon does not process personal data on behalf of the Customer. In addition, Stenon collects and uses personal data of the Customer (esp. names and contact details of contact persons in the Customer's company) in accordance with the applicable data protection laws, in particular the GDPR. Further information can be found in our Privacy Policy.

6 Fees

- 6.1 The use of the Software according to the service description is free of charge for the Customer during the term of the Hardware Rental Agreement.
- 6.2 For any additional services booked, the Customer shall pay Stenon the respective agreed fee.
- 6.3 Unless otherwise stated, fees apply monthly and net plus applicable value added tax.
- 6.4 Unless otherwise agreed, invoices for additionally booked service packages shall be issued in advance when the service package is booked.

The invoiced fees are due upon issuance of the invoice. If the Customer grants Stenon a SEPA direct debit mandate, Stenon will not debit the invoice amount from the agreed account before the seventh day after the invoice date and the SEPA pre-notification.

7 Warranty

- 7.1 For services which are free of charge, the relevant statutory warranty provisions shall apply.
- 7.2 Otherwise, Stenon shall be liable for defects in the provision of the Software exclusively in accordance with the following provisions.
- 7.3 Defects are significant deviations from the contractually agreed functional scope of the Software.
- 7.4 If the services to be provided by Stenon under this agreement are defective, Stenon shall, within a reasonable period of time and upon receipt of a written notice of defect from the Customer, either remedy the defect or provide the services again, at its discretion. Regarding third party software that Stenon has licensed for use by the Customer, the remedy of defects shall consist of the procurement and installation of generally available upgrades, updates or patches.
- 7.5 The provision of instructions for use with which the Customer can reasonably circumvent defects that have occurred in order to use the Software in accordance with the agreement shall also be deemed a remedy of the defect.
- 7.6 If the defect-free performance of the services fails for reasons for which Stenon is responsible, even within a reasonable period of time set by the Customer in writing, the Customer may reduce the agreed fees by an appropriate amount.
- 7.7 Insofar as a fee is agreed for a specific time period, the right to reduce the fee for each month in which the defect persists shall be limited to the amount of the monthly fixed fee relating to the defective part of the service. If the reduction under this section reaches the maximum amount specified in two consecutive months or in two months of a quarter year, the Customer may terminate the agreement without notice.
- 7.8 The Customer shall immediately notify Stenon of any defects in writing or by e-mail. Furthermore, the Customer shall support Stenon in the rectification of defects free of charge and in particular provide Stenon with all information and documents required by Stenon for the analysis and rectification of defects.

8 Damages and liability

- 8.1 For services which are free of charge, Stenon is liable in accordance with the applicable statutory provisions.

- 8.2 Otherwise, Stenon's statutory liability for intent and gross negligence as well as for damages resulting from injury to life, body or health shall be unlimited.
- 8.3 Stenon shall only be liable for simple negligence in cases other than those mentioned in Section 8.2 in the event of a breach of an material contractual obligation (*Kardinalpflicht*). An material contractual obligation in the sense of this section is an obligation the performance of which makes the execution of the agreement possible in the first place and on the performance of which the contractual partner may therefore regularly rely.
- 8.4 In the case of Section 8.3, Stenon shall not be liable for lack of economic success, loss of profit and indirect damages.
- 8.5 The liability according to the above Section 8.3 is limited to the typical, foreseeable damage at the time of the conclusion of the agreement.
- 8.6 The liability for damages due to loss of data is limited in the case of Section 8.3 to the amount necessary for the recovery of the data that would have been incurred even if the Customer had backed up the data regularly and in accordance with the associated risk.
- 8.7 These limitations of liability shall apply *mutatis mutandis* in favor of the organs, employees, agents and vicarious agents of Stenon.
- 8.8 Any liability of Stenon for guarantees given (which must be expressly designated as such) and for claims based on the Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.
- 8.9 Any further liability of Stenon is excluded.

9 Confidentiality and secrecy

- 9.1 The Customer undertakes to treat Stenon's confidential information and documents ("**Confidential Information**"), which are either obviously to be regarded as confidential or have been designated by Stenon as confidential, as trade secrets, not to make them accessible to third parties, and to adequately protect them against unauthorized disclosure, transfer and access. Third parties in the sense of this agreement also include affiliated companies in which the Customer does not hold a majority of capital and votes. The Customer's employees and other third parties engaged by the Customer (including subcontractors and freelancers) shall be obligated accordingly.
- 9.2 Confidential Information includes in particular the Software itself as well as all technologies of Stenon, and information provided by Stenon in the context of support requests or cooperation for the purpose of troubleshooting. However, the rights of use granted by Stenon remain unaffected.
- 9.3 The Customer is entitled to disclose the information and documents made available to him to third parties, if and to the extent this is indispensable for the performance of this agreement or the exercise of

contractual rights or if this is mandatory for legal or regulatory reasons. In case of requests by third parties, judicial or administrative authorities regarding the disclosure of Confidential Information, the Customer shall immediately inform Stenon in writing or in text form and support Stenon in its efforts to prevent the disclosure of the Confidential Information.

- 9.4 The duty of confidentiality shall not apply insofar as the Confidential Information was already known to the Customer before disclosure by Stenon, is generally known or becomes generally known without fault of the Customer, was developed by the Customer himself without access to Stenon's Confidential Information or is brought to the attention of the third party by a bona fide third party authorized to do so. The mandatory statutory duties of disclosure shall remain reserved. If the Customer invokes one or more of the aforementioned reasons, he shall substantiate them by submitting suitable evidence.
- 9.5 The duty of confidentiality shall commence upon knowledge of the Confidential Information and shall continue for the entire term of this agreement and beyond for five years from the date of termination or the end of the term of this agreement, unless statutory provisions provide for a longer duty of confidentiality. The Customer guarantees, to the extent legally possible, that the confidentiality obligations are also binding on his successors in title, assignees and affiliated companies.
- 9.6 During the validity period of this confidentiality obligation, Confidential Information shall be returned immediately, undamaged and complete upon Stenon's first request. Stenon may also order that certain Confidential Information be destroyed, deleted or placed in safekeeping and that the execution be confirmed in writing by the Customer. The foregoing provisions in this section shall only apply to the extent that this does not significantly impair the use of the contractual service in accordance with the agreement.
- 9.7 Notwithstanding the foregoing, Stenon shall be entitled to name the Customer as a reference Customer in marketing materials (including websites), mentioning the full business name and using the business logo.
- 9.8 With the exception of Section 9.7, the foregoing provisions shall not establish any rights of use under intellectual property law. All rights of use granted under this agreement shall remain unaffected by the foregoing provisions.

10 Term and termination

- 10.1 The Stenon Software can be used during the term of the Hardware Rental Agreement with all rented Stenon devices without limitation for analyses according to the service description. Different terms can be agreed upon for optionally booked additional services.
- 10.2 Stenon is entitled to terminate the agreement without notice if the Customer is in delay of payment of an agreed fee for more than six weeks and Stenon has informed the Customer of the prospect of termination in

text or written form with a notice period of two weeks to the effective date of the termination.

- 10.3 Stenon reserves the right to restrict or discontinue the functionality of the Client-Software or the IT infrastructure for reasons other than those set forth in Sections 2.6 and 2.7 under the conditions of Section 11.
- 10.4 The statutory right to extraordinary termination without notice for good cause remains unaffected for both parties.
- 10.5 Upon termination of the Hardware Rental Agreement, the Customer's right to perform analyses shall end (for the avoidance of doubt: If the Customer has purchased further Stenon hardware or rented it from third parties, the further use of the Software and performance of analyses with such devices shall be subject to the separately agreed terms and conditions for this purpose). However, the Customer's account remains active during periods in which no Rental Agreement is in force, so that the Customer can retrieve and download data which is already stored.
- 10.6 Stenon may terminate the agreement as a whole, and thus also the usage relationship with regard to the user account, with a notice period of 3 months if the Customer has not booked an active Hardware Rental Agreement with Stenon or an optional chargeable service package during 24 months. The Customer can terminate the agreement as a whole, and thus also the usage relationship with regard to the user account, at any time with a notice period of 1 month, as long as no active Hardware Rental Agreement with Stenon and no optional chargeable service package is running.
- 10.7 Upon termination of the agreement, for whatever reason, Stenon will delete the Customer's data. Stenon is entitled, but not obliged, to store data for security reasons for a period of four weeks beyond the termination of the contractual relationship in order to protect the Customer from accidental data loss. Stenon is also entitled to retain data beyond the termination of the contractual relationship if Stenon is obliged to do so by law or order of an official authority, in particular for reasons of commercial and tax law.

11 Changes to the Additional Terms

These Additional Terms may be amended between the Customer and Stenon by a respective agreement as described below if the amendment is necessary due to a change in applicable law (including case law) or for similarly compelling reasons and the main performance obligations of the parties are not thereby changed to the detriment of the Customer: Stenon shall communicate the amended terms in text form prior to their planned effective date and shall separately indicate the new provisions as well as the planned effective date. At the same time, Stenon shall grant the Customer an appropriate period of at least six weeks to declare whether he accepts the amended terms for the further use of the services. If the Customer makes no declaration within this period, which begins to run from receipt of the message in text form, the amended terms shall be deemed agreed. Stenon will inform the Customer separately about this legal consequence, i.e. the

right of objection, the objection period and the meaning of silence, at the beginning of this period.

12 Final provisions

- 12.1 The place of performance for all obligations arising from the Rental Agreement is the registered office of Stenon in Potsdam, unless otherwise stipulated in the Rental Agreement.
- 12.2 The exclusive place of jurisdiction for any and all disputes arising from or in connection with the Rental Agreement is Potsdam, Germany. Stenon shall, however, be entitled to also sue the Lessee at any other ordinary competent court.
- 12.3 The Rental Agreement, including these Additional Terms, shall exclusively be governed by the laws of the Federal Republic of Germany.
- 12.4 Should one or more provisions of these Additional Terms be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by the legally valid provision which comes as close as possible to the economic objective of the invalid provision. The same shall apply in the event of a gap in the contractual wording.

Status: March 7th, 2021

Service description Software-as-a-Service

1 Software functions

1.1 Farm Management

- Create fields by directly drawing or importing Shape files (only selected Shape formats are allowed)
- Create and manage different businesses
- User management per business
- Individual assignment of measurement devices (FarmLab) per business

1.2 Measurements

- The measuring range of the device depends on the type of soil. The measurement result applies to a measurement depth of 0-30 cm. The FarmLab is only intended for soil analysis of sandy, silty and loamy soils. The measuring range across all soil types is shown below. The accuracy per area increases as more individual measurements are made.

Nutrients

Nmin	>0,5 to <4.5 mg/100g
N-Total	>0.05 to <0.3 %
P	>2.5 to <22 mg/100g
K (beta)	>7 to <17 mg/100g
Mg	> 2.5 to <22 mg/100g

Soil Health

Corg-Total	>0.75 to <3 %
Humus	>1.3 to < 5.25 %
Soil moisture	>5 to 25 weight%
Soil temperature	>0 to 50°C
Texture	loamy, sandy, silty
pH	6 > to <7.8

Microclimate

UVA radiation	low, moderate, high
UVB radiation	low, moderate, high
VIS radiation	low, moderate, high
IF radiation	low, moderate, high
Humidity	10-90 %r.F.
Air pressure	300 to 1100hPa
Air temperature	-40 to +85°C

Measurements after fertilisation are only permissible after the following waiting periods

- After organic fertilisation, a waiting period of 8 weeks is required (special rules apply to compost, manure and pellet fertilisers, these fertilisers must be sufficiently decomposed, therefore a waiting period of more than 8 weeks is recommended).
- After mineral fertilisation, a waiting period of 4 weeks is required. In addition, at least 30 mm of precipitation must have fallen during this waiting period.

1.3 Data storage and data treatment

- Visualization of the collected measurement data
- Interpolation of spatial concentration differences with adjustable resolution
- Field boundary mapping
- Creation of application maps for site-specific fertilization
- temporal filtering of measurement data
- Storage of raw data for unlimited time period.

1.4 Fertilizer recommendation

- Fertilizer recommendation for different nutrients based on Fertilizer Regulation – (*Düngemittelverordnung, DüV*) (Please be aware that the Software can only provide a recommendation, a competent user must check it for plausibility).
- Provision of site-specific fertilizer maps for direct application in selected fertilizer spreaders (Please be aware that the Software can only provide a recommendation, a competent user must check it for plausibility)

2 Inclusive measurements

During the term of a Hardware Lease, all measurements with the leased devices specified in Section 1.2 are free of charge.