

SMART FARM SYSTEMS, INC.
SOFTWARE LICENSE

This “**Software License**” comprises part of the Products Purchase Agreement by and between Smart Farm Systems and Customer, and governs Customer’s use of Smart Farm Software described in the Purchase Order executed by Customer and accepted by Smart Farm Systems. Capitalized terms used, but not otherwise defined, in this Software License have the meaning ascribed to them in the Products Purchase Agreement.

1. Definitions. For purposes hereof:

(a) “**Device Application**” means the component of Smart Farm Software that may be downloaded and installed on an End User’s mobile computing device to provide End User with an interface for use of Smart Farm Software on behalf of Customer.

(b) “**Desktop Application**” means the component of Smart Farm Software that is downloaded and installed on a desktop or laptop computer to configure the Products, assign access rights to End Users, and provide an interface for use of the Smart Farm Software.

(c) “**Documentation**” means the specifications, user guides, and manuals that may be provided by Smart Farm Systems in connection with Smart Farm Software.

(d) “**End User**” means each of Customer’s employees and independent contractors whom Customer authorizes to download, install, run and use Smart Farm Software.

(e) “**Smart Farm Software**” means any and all proprietary software owned or controlled by Smart Farm Systems that is provided by Smart Farm Systems to Customer under the Products Purchase Agreement, including, but not limited to, the software embedded in the Products, the Desktop Application, the Device Application, and any patches, bug fixes, updates, enhancements,

upgrades, new releases or versions of any of the foregoing, and any portion or component thereof. For the purpose of avoiding doubt, Smart Farm Software does not include Third Party Software.

(f) “**Territory**” means the United States.

(g) “**Third-Party Software**” means online, web-based applications and offline software products that are developed by third parties and that may interoperate with Smart Farm Software.

2. License Grant. Subject to the terms and conditions set forth in the Products Purchase Agreement, during the Term (as defined below), Smart Farm Systems hereby grants Customer a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable, Territory-wide license in object code form only to use Smart Farm Software solely in connection with Customer’s use of the Products for internal business purposes. Unless otherwise agreed upon in writing, any Smart Farm Software not embedded in the Products at the time of delivery thereof and the Documentation will be delivered to Customer by electronic means (which includes making such materials available for download over the Internet). Customer agrees its purchase of this license is neither contingent upon the delivery of any future functionality or features, or on the delivery of any other services, nor is it dependent upon any oral or written comments made by, or on

behalf of, Smart Farm Systems regarding future functionality or features.

3. End Users.

(a) The Device Application and the Desktop Application will be available for download and installation by a Smart Farm Systems certified installer. In connection with Customer's purchase of the Products and subject to the terms and conditions set forth herein, Smart Farm Systems hereby grants to Customer that number of nonexclusive, non-transferable, non-sublicensable, non-assignable, royalty-free, Territory-wide, limited licenses to download, install, run and use the Smart Farm Software comprising the Device Application and the Desktop Application as is set forth in the Purchase Order, as may be amended from time to time in a writing signed by an authorized representative of each Party, in object code form only, solely to enable End Users to access and use Smart Farm Software in connection with the Products. Each license in respect of the Device Application permits an End User to download, install, run and use the Device Application on one mobile device after such End User agrees to the terms and conditions set forth in the EULA. The Parties hereby agree that in consideration for Customer's timely payment of the Software Fees, if any, the End Users will not be required to pay any fee in order to download, install, run or use the Device Application or Smart Farm Software.

(b) At all times, Customer agrees that each End User's use of the Device Application is subject to such End User's acceptance of, and compliance with, the terms of use are posted on the uniform resource locator at which such End User downloads and installs the Device Application or are embedded in the Device Application (the "EULA"). Further, Customer agrees it is, and will remain liable

for, any breach of the EULA or this Software License by an End User. In the event of an End User's actual, threatened or suspected breach of any term or condition set forth in the EULA or this Software License, Smart Farm Systems may suspend or terminate such End User's use of the Device Application and access to Smart Farm Software, or suspend Customer's access to and use of Smart Farm Software, without penalty or liability to Customer, until such breach is cured to Smart Farm Systems' satisfaction.

(c) If an End User's relationship with Customer terminates for any reason and, as a result of such termination, such End User is no longer permitted by Customer to use the Device Application, the Desktop Application, and the Products (i.e., is no longer considered an "End User" hereunder), Customer solely is responsible for notifying Smart Farm Systems of such termination and for ensuring such End User does not use the Device Application, the Desktop Application, or other Smart Farm Software after the date of such termination. Until Smart Farm Systems has actual notice of such termination, Smart Farm Systems will consider all account activity by such End User to be authorized by Customer and will have no liability therefor.

4. Obligations of the Parties.

(a) Customer has sole responsibility for acquiring and maintaining its own technical environment, including, but not limited to, any hardware, which must satisfy the minimum system requirements set forth in the Documentation.

(b) Customer agrees to install, utilize, test, and evaluate promptly those updates that are reasonably necessary for the functioning of Smart Farm Software that may be provided by Smart Farm Systems from time to time.

(c) Customer agrees to notify Smart Farm Systems promptly of any errors, bugs, defects, or other deficiencies in Smart Farm Software, or design limitations or other unresolved technical problems arising in connection with the installation or use of Smart Farm Software (including any failures of Smart Farm Software to function or operate as anticipated or to interface properly with other software or hardware), any suggested corrections or Improvements for Smart Farm Software, and any other information mutually agreed by the Parties from time to time.

5. Restrictions on Use.

(a) Except as expressly permitted pursuant to this Software License, without Smart Farm Systems' prior written consent, Customer agrees not to, and will ensure that End Users do not, directly or indirectly: (i) sublicense, rent, lease, sell, loan, transfer, distribute, translate, reverse engineer, decompile, or disassemble or otherwise obtain or attempt to create, derive, or obtain the source code of Smart Farm Software; (ii) modify, enhance or otherwise change Smart Farm Software, or prepare derivative works based on Smart Farm Software; (iii) copy or otherwise reproduce Smart Farm Software or any materials provided in connection therewith except as expressly permitted herein; (iv) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with Smart Farm Software; (v) circumvent or attempt to circumvent any methods employed by Smart Farm Systems to control access to the components, features or functions of Smart Farm Software, or to prevent unauthorized use of Smart Farm Software; (vi) use Smart Farm Software in any commercially hosted or service bureau environment; (vii) use or design cheats, exploits, automation software, bots, hacks, mods or any unauthorized Third Party

Software designed to modify or interfere with Smart Farm Software; (viii) attempt to gain unauthorized access to Smart Farm Systems' computers, servers, or networks; (ix) use Smart Farm Software in furtherance of any illegal or unlawful purpose; (x) use Smart Farm Software after any termination of the license granted in Section 2 above; (xi) use Smart Farm Software to perform or facilitate any act which, directly or indirectly, causes to be transmitted to, uploaded by, or downloaded by Smart Farm Systems or other users any software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of Smart Farm Software; or (xii) make available to any third party any analysis of the results of operation of Smart Farm Software, including benchmarking results, or otherwise publicly disseminate information regarding the performance of Smart Farm Software. Customer agrees that at any time during normal business hours and upon reasonable written notice, Smart Farm Systems may audit Customer's use of Smart Farm Software and its books and records for the purpose of verifying Customer's compliance with the terms and conditions set forth in this Software License.

6. Term and Termination.

(a) The term of this Software License commences on the Effective Date and, unless earlier terminated as provided herein, continues for a period of one (1) year (the "**Initial Term**"). Contemporaneous with the expiration of the Initial Term and each successive one (1)-year term thereafter, this Software License will automatically renew

for successive one (1)-year terms unless and until terminated in accordance with the terms and conditions set forth herein (each such one (1)-year term collectively, the “**Term**”).

(b) A Party may terminate this Software License as of the end of the then current Term by providing the non-terminating Party with thirty (30) days’ prior written notice of its intention not to renew this Software License no later than thirty (30) days prior to the end of the then current Term. A Party may terminate this Software License immediately in the event that: (i) the other Party breaches any material term or condition, or any of its representations or warranties set forth in this Software License, which breach is not cured within fifteen (15) days after written notice is received by the breaching Party identifying the nature of the breach; or (ii) the other Party files a petition in bankruptcy or for reorganization or a third party files a petition in bankruptcy or for reorganization against such other Party, which is not dismissed within sixty (60) days, or in the event of an assignment by such other Party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of such other Party’s assets. Customer’s termination notice must be mailed to Smart Farm Systems at: Smart Farm Systems, 204 Industry Parkway, Suite F, Nicholasville, KY 40356.

(c) Upon any termination of this Software License or the Products Purchase Agreement, all licenses and rights of use granted to Customer and End Users hereunder automatically will terminate and Customer agrees to immediately: (i) return or destroy, as instructed by Smart Farm Systems, all copies of Smart Farm Software, including any copies of computer programs on magnetic media and any written materials; (ii) delete from all Customer computer systems all copies of Smart Farm Software; and (iii) deliver to

Smart Farm Systems all Improvements, all other Confidential Information of Smart Farm Systems, and all tangible manifestations thereof. Notwithstanding any termination of this Software License, Customer remains obligated to pay Smart Farm Systems all Software Fees incurred prior to (and on) the effective date of such termination. The provisions of this Software License that by their nature and context are intended to survive the performance and termination of this Software License, will survive the termination of this Software License.

7. Customer Data. In connection with its provision of the Products, Smart Farm Systems will collect, consolidate and analyze certain weather, climate, environmental, irrigation, site, equipment, run time, usage, power, and other nodal or field-monitored data provided by Customer (collectively, the “**Customer Data**”). Smart Farm Systems will not own any Customer Data; provided, however, Customer hereby grants to Smart Farm Systems a: (a) non-exclusive, limited, fully-paid up license to use Customer Data in connection with its provision of the Products; and (b) non-exclusive, perpetual, irrevocable, fully-paid up, sublicensable, worldwide license to use non-Customer identifiable Customer Data in aggregate and blinded formats that do not identify, reference or imply an association with, Customer, for the purposes of creating benchmarking, statistical, research and marketing analyses, surveys, reports and studies. Upon any termination of this Software License, Customer’s payment of all unpaid and outstanding payments due to Smart Farm Systems, and Customer’s written request received by Smart Farm Systems within thirty (30) days of such termination, Smart Farm Systems will provide Customer with an electronic file of the Customer Data. Customer acknowledges and agrees that after the thirtieth (30th) day following any such

termination, Smart Farm Systems has no obligation to retain the Customer Data and may delete and destroy such Customer Data without providing Customer with notice of such deletion. Smart Farm Systems is not responsible or liable for any deletion, correction, destruction, damage, loss or failure to store any Customer Data. Subject to the license set forth in Section 7(b) hereinabove, Customer Data will be considered Customer's Confidential Information.

8. Third Party Software. Smart Farms Systems does not warrant or support Third-Party Software. Any business relationship, exchange of data, or other interaction between Customer and a provider of Third Party Software, and/or any purchase, download, or use by Customer of any product or service offered by such third-party providers, is solely between Customer and such third party providers. Customer agrees that Smart Farm Systems will not be liable for any loss or liability caused by such third-party providers.

9. Modifications. No amendment or modification of any provision of this Software License will be effective against Smart Farm Systems unless the same shall be in writing

and signed by an authorized representative of Smart Farm Systems. Smart Farm Systems may amend or modify any provision of this Software License without the consent of Customer at any time in its discretion. Any changes Smart Farm Systems makes to this Software License will be effective when posted online at: www.smartfarm.ag.

10. Consent to Electronic Records. Customer acknowledges and agrees that by agreeing to the terms and conditions set forth in this Software License or by otherwise downloading, installing, operating, and/or using the Smart Farm Software: (a) Customer agrees to conduct electronically the particular transaction into which it is entering; (b) Customer read, understands and agrees to be bound by the electronic copy of electronic contracts, notices and records to which it is agreeing, including, without limitation, this Software License; (c) Customer is capable of printing or storing a copy of electronic records of agreements to which it is agreeing including, without limitation, this Software License; and (d) Customer agrees to receive electronically information about the agreements to which it is agreeing including, without limitation, this Software License.