

PLEASE REVIEW THIS END USER LICENSE AGREEMENT (THIS “EULA”) CAREFULLY AS IT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU (“YOU,” “YOUR,” OR “END USER”) AND SMART FARM SYSTEMS, INC. (“SMART FARM SYSTEMS”). BY DOWNLOADING, INSTALLING, RUNNING AND USING THE APPLICATION (AS DEFINED BELOW), YOU AGREE TO BE BOUND BY EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ANY SUCH TERM OR CONDITION, YOU MAY NOT DOWNLOAD, INSTALL, RUN OR USE THE APPLICATION.

1. **Use of Application.** Your use of the Application is subject to the terms and conditions set forth in that certain Products Purchase Agreement (including the software license that is a part thereof), by and between the Smart Farm Systems customer which provides You with access to the Application (“Customer”) and Smart Farm Systems (the “Products Purchase Agreement”). Except as otherwise expressly set forth herein, in the event of a conflict between any term or condition set forth in this EULA and in the Products Purchase Agreement, the term or condition which most favors Smart Farm Systems, as determined by Smart Farm Systems, governs. For purposes hereof, “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 (as defined in Products Purchase Agreement), the Desktop Application (as defined in the Products Purchase Agreement), the Application, and any patches, bug fixes, updates, enhancements, upgrades, new releases or versions of any of the foregoing, and any portion or component thereof; and “Application” means the component of Smart Farm Software that may be downloaded and installed on End User’s mobile computing device to provide End User with an interface for use of Smart Farm Software on behalf of Customer.

2. **License Grant.** Subject to the terms and conditions set forth in this EULA and in the Products Purchase Agreement, Smart Farm Systems hereby grants to End User a limited, personal, non-exclusive, non-transferable, revocable, Territory- (as defined in Products Purchase Agreement)-wide license in object code form only to use the Application on the device owned or controlled by End User on which the Application is downloaded, installed, run and/or used solely in connection with End User’s use of Smart Farm Software on behalf of Customer. Smart Farm Systems reserves all rights in the Application not explicitly granted herein.

3. **Restrictions on Use of Application.** End User hereby agrees it will not use the Application: (i) except in strict accordance with the terms and conditions set forth in this EULA, the Products Purchase Agreement, and in any other written instructions therefor that may be provided to End User by Smart Farm Systems from time to time; (ii) in furtherance of any illegal or unlawful purpose; (iii) to misappropriate, violate or infringe on a third party’s intellectual property or privacy rights; (iv) with any service, technology or product not provided or approved by Smart Farm Systems; (v) to disseminate any false, defamatory or libelous information; or (vi) after any termination of this EULA or the software license granted under the Products Purchase Agreement, as the case may be. Further, End User agrees it will not sell, convey, assign, transfer, export, encumber, or provide a third party with any ownership rights or interest in or to the Application without Smart Farm Systems’ prior written consent, which may be withheld in its sole discretion. End User hereby agrees to maintain the user names and/or passwords which enable End User and/or Customer to access and use Smart Farm Software (the “Passwords”) in strict confidence and not to provide the Passwords to any person or entity other than Customer.

4. **Restrictions on Use of Smart Farm Software.** End User hereby agrees it will not: (i) sublicense, rent, lease, sell, loan, transfer, distribute, translate, reverse engineer, decompile, or disassemble or otherwise obtain or attempt to create, derive, or obtain Smart Farm Software source code; (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 software license granted under the Products Purchase Agreement; (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; (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; or (xiii) use Smart Farm Software in order to: (A) design or build a competitive product or service that competes with the Software; or (B) build a product using similar ideas, features, functions or graphics as Smart Farm Software.

5. **Disclaimer of Warranties.** EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE PRODUCTS PURCHASE AGREEMENT, THE APPLICATION IS PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE PRODUCTS PURCHASE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SMART FARM SYSTEMS DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT WITH RESPECT TO THE APPLICATION. SMART FARM SYSTEMS DOES NOT WARRANT THE APPLICATION WILL MEET END USER’S REQUIREMENTS NOR DOES IT GIVE ANY WARRANTY ABOUT THE RESULTS THAT MAY BE OBTAINED BY USING THE APPLICATION. SMART FARM SYSTEMS DOES NOT WARRANT OPERATION OF OR USE OF THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, OR ENTIRELY SECURE. END USER AGREES TO BEAR ALL RISK ASSOCIATED WITH ANY USE OF THE INTERNET OR OTHER MEANS OF COMMUNICATION OR DATA TRANSMISSION BY OR ON BEHALF OF END USER UNDER THIS EULA, INCLUDING WITH RESPECT TO ANY VIRUS OR HARMFUL CODE RESULTING THEREFROM, AND SMART FARM SYSTEMS DISCLAIMS ALL LIABILITY AND RESPONSIBILITY IN CONNECTION WITH SUCH USE.

6. **LIMITATION OF LIABILITY.** IN NO EVENT WILL SMART FARM SYSTEMS BE LIABLE TO END USER FOR ANY DIRECT, INDIRECT, SPECIAL, LOST PROFITS, NON-COMPENSATORY, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, STATUTORY, OR PUNITIVE DAMAGES OF ANY KIND ARISING FROM THIS EULA (EVEN IF SMART FARM SYSTEMS HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS, LOSS OF DATA OR LOSS OF USE. IN NO EVENT WILL SMART FARM SYSTEMS’ TOTAL CUMULATIVE LIABILITY TO YOU FOR CLAIMS, LOSSES, OR DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, INDEMNITY OR OTHERWISE, ARISING OUT OF OR RELATED IN ANY WAY TO THIS EULA, THE PRODUCTS PURCHASE AGREEMENT, THE DEVICE, OR THE SMART FARM SOFTWARE EXCEED ONE HUNDRED DOLLARS (\$100). NO CLAIM MAY BE ASSERTED BY END USER AGAINST SMART FARM SYSTEMS MORE THAN TWELVE (12)-MONTHS AFTER THE DATE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM. END USER EXPRESSLY ACKNOWLEDGES AND AGREE THAT END USER AND SMART FARM SYSTEMS HAVE ENTERED INTO THIS EULA IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE RISK BETWEEN END USER AND SMART FARM SYSTEMS AND FORM A BASIS OF BARGAIN BETWEEN THE PARTIES.

7. **Term.** The term of this EULA commences on the earlier of the date the Application is downloaded, installed, or used by End User and terminates upon the earliest to occur of: (i) the termination of the software license granted under the Products Purchase Agreement; (ii) End User’s de-installation or removal of the Application from its device; and (iii) End User’s breach of any term or condition set forth in this EULA or in the Products Purchase Agreement. The provisions of this EULA that by their nature and context are intended to survive the performance and termination of this EULA, will survive the termination of this EULA.

8. **Governing Law.** This EULA is governed by, and interpreted in accordance with, the laws of the Commonwealth of Kentucky, except for those conflicts of law rules thereof that would require or permit the application of the laws of another jurisdiction.

9. **Modifications.** Smart Farm Systems may amend or modify any provision of this EULA without the consent of You or Customer at any time in its discretion. Any changes Smart Farm Systems makes to this EULA will be effective when posted at: [www.smartfarm.ag](http://www.smartfarm.ag), or when updated to the Application.