

DATED

SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

between

Supplier

and

Customer

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This agreement is dated _____

Parties

This SaaS Agreement is made between:

1. Studford Agtech Ltd, incorporated and registered in England and Wales with company number 12756664, whose registered office is at:

Studford Farm, Sproxton

York

North Yorkshire YO62 5EL

United Kingdom

(Supplier, Studford, we, us or our); and

2. the person, business, company, partnership, LLP, farming enterprise or other organisation that creates an account, purchases a subscription, accepts this SaaS Agreement, or uses the Services **(Customer, you or your)**.

BACKGROUND

- (A) The Supplier has developed the software and the mobile application for Ag-drive, which it makes available to subscribers via the internet and through various Third-Party App Stores or Platforms, as applicable, on a monthly subscription basis for the purpose of assisting farmers with the management of their farm business.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement.

FORMATION OF THIS AGREEMENT

- (A) This agreement is entered into between Studford Agtech Ltd and the Customer on the date on which the Customer accepts this agreement, creates an account, purchases a subscription, starts a free trial or first uses the Services, whichever occurs first.
- (B) By ticking the acceptance box, clicking "I agree", creating an account, purchasing a subscription, starting a free trial or using the Services, the Customer agrees to be bound by this agreement and the documents incorporated into it.

- (C) If the person accepting this agreement does so on behalf of a company, partnership, farming business or other organisation, that person confirms that they have authority to bind that organisation to this agreement.

Agreed terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2(d).

App: the Ag-drive app owned and operated by Studford and to be utilised by the Customer as part of the Services.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be interpreted accordingly.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 12.

Contract year: a 12-month period commencing on the Effective Date or any anniversary of it.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Customer Submitted Data: any data, information, content, records, documents, images, measurements, field data, crop data, yield data, farm data or other materials submitted, uploaded, inputted, imported or otherwise provided by or on behalf of the Customer through the App, Website or Services

Documentation: the documents and other materials made available to the Customer by the Supplier online via <https://www.ag-drive.com/> or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this agreement.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to the Customer relating to security of network and information

systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Services: the subscription-based software, platform, tools, features, functionality and related services provided or made available by the Supplier to the Customer under this agreement, whether through the Website, the App, a desktop or browser-based login, or any other online portal, application, interface or access method notified or made available by the Supplier from time to time (as more particularly described in clause 4).

Software: the online software applications provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in paragraph 1 of Schedule 1.

Subscription Term: the period during which the Customer has an active subscription to the Services, unless suspended or terminated in accordance with this agreement

Third-Party App Store or Platform: means any third-party app store, marketplace, payment platform or distribution platform through which the App or a Subscription is downloaded, purchased, managed, renewed or cancelled, including the Apple App Store and Google Play Store.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability of Customer Data or the Services, and the term **Vulnerabilities** shall be interpreted accordingly.

Website: The website located at <https://www.ag-drive.com/>, or any other website that replaces this in the future.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular includes the plural and in the plural includes the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision includes all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** excludes fax but not email.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.
- 1.11 If there is any inconsistency between this SaaS agreement and any other terms that apply to you, the following order of precedence will apply, unless expressly stated otherwise:
- (a) any applicable order form, subscription confirmation or product-specific terms
 - (b) this SaaS Agreement;
 - (c) the Terms and Conditions;
 - (d) the EULA;
 - (e) any applicable Third-Party App Store or Platform;
 - (f) any policies incorporated by reference, including the Cookie Policy.
- 1.12 Our Privacy Policy and Cookie Policy explain how we process personal data and use cookies and similar technologies. They do not override the contractual terms of the EULA, this SaaS Agreement or the Terms and Conditions unless expressly stated otherwise.

2. User subscriptions

- 2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 1 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to access and use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:
- (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
 - (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
 - (c) each Authorised User shall keep a secure password for their use of the Services and Documentation, that such password shall be changed no less frequently than every six months, and that each Authorised User shall keep their password confidential;
 - (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time or times;
 - (e) it shall permit the Supplier or the Supplier's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with this agreement and all applicable Documentation. Each such audit may be conducted no more than twice per annum, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
 - (f) if any of the audits referred to in clause 2.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual;
 - (g) if any of the audits referred to in clause 2.2(e) reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with

the prices set out in paragraph 1 of Schedule 1 within 10 Business Days of the date of the relevant audit; and

- (h) they shall remain responsible for all agronomic, compliance and operational decisions of the Customer and will not hold the Supplier liable for any such decision made that utilises any output or recommendation of the Services, App, or the Website.

2.3 When creating an account or purchasing a subscription, the Customer must provide the following details:

- (a) the name of the Customer;
- (b) ;
- (c) billing address;
- (d) VAT number or equivalent indirect tax registration number in any applicable jurisdiction, if applicable;
- (e) name and contact details of the person completing the sign-up process; and
- (f) any other information reasonably requested by Studford to verify the Customer's identity, business status or authority to enter into this SaaS Agreement.

2.4 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.5 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, the Services and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or
 - (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 - (c) use the Services and/or Documentation to provide services to third parties; or
 - (d) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or
 - (f) introduce or permit the introduction of, any Virus into the Services or the Supplier's network and information systems.
- 2.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 2.7 The Customer shall act at all times in compliance with the Terms and Conditions and, if they have downloaded or utilise the App in any way, the End User Licence Agreement (EULA).
- 2.8 If an individual accepts this SaaS Agreement, creates an account, purchases a subscription or uses the Services on behalf of a Customer, that individual confirms that they have authority to bind the Customer to this SaaS Agreement and any other documents forming part of the agreement between the parties.
- 2.9 By accepting this SaaS Agreement, creating an account, purchasing a subscription or using the Services, the Customer confirms that it is acting in the course of a business, trade or profession and not as a consumer. The Services are provided for business use by farming, agricultural and related commercial enterprises.

- 2.10 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. Additional user subscriptions

- 3.1 Subject to clause 3.2 and clause 1, the Customer may, from time to time during any Subscription Term, add additional User Subscriptions in excess of the number set out in paragraph 1 of Schedule 1 and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.
- 3.2 If the Customer wishes to add additional User Subscriptions, the Customer shall invite new Authorised Users through the app or the Website to provide their details as required and download the App..

4. Services

- 4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.
- 4.3 The Supplier will, as part of the Services, provide the Customer with the Supplier's standard customer support services during Normal Business Hours.
- 4.4 The Services include, where made available as part of the Customer's subscription plan:
- (a) access to and use of the Supplier's online farm management and agricultural technology platform;
 - (b) access to and use of the Website at <https://www.ag-drive.com/> or any other website, domain or online portal notified or made available by the Supplier from time to time;
 - (c) access to and use of the App and any related mobile or tablet application made available by the Supplier;
 - (d) functionality enabling the Customer and its Authorised Users to input, upload, import, store, manage, view, analyse, export and share farm-

related data, including data relating to fields, crops, yields, land areas, operations, tasks, machinery, personnel, contractors and other agricultural activities;

- (e) functionality enabling the Customer and its Authorised Users to generate, view and use reports, dashboards, records, calculations, outputs, summaries, maps, logs or other information produced through the Services;
- (f) any integrations, data imports, data feeds or interfaces with third-party systems, platforms, providers or data sources made available by the Supplier from time to time;
- (g) hosting, storage, processing, maintenance, updates, security, support and other related services provided in connection with the platform, Website or App; and
- (h) any other services, features or functionality described in the Documentation, the applicable subscription plan, an order form, subscription confirmation or otherwise made available by the Supplier from time to time.

4.5 Any reports, dashboards, records, calculations, outputs, summaries, maps, logs or other information generated through the App, Website or Services are provided for general business management and informational purposes only. They are advisory in nature and are generated based on Customer Submitted Data, Third-Party Data where applicable, and the Customer's use and configuration of the Services. The Supplier is not responsible for any inaccuracy, incompleteness or unsuitability of any such output to the extent caused by inaccurate, incomplete or outdated Customer Submitted Data.

5. Data protection

- 5.1 The parties shall comply with the data protection and data use provisions set out in Schedule 2. Schedule 2 forms part of this agreement and applies to the processing of personal data, Customer Submitted Data and Third-Party Data in connection with the App, the Website and the Services.
- 5.2 Each party shall comply with its obligations under all applicable data protection, privacy and electronic communications laws that apply to that party in connection with this agreement, including, where applicable, the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003.
- 5.3 The Customer is responsible for ensuring that it has all necessary rights, permissions, licences, consents, notices and lawful bases required to submit, upload, input, import or otherwise provide data, including personal data, to Studford through the App, the Website or the Services.

- 5.4 If the Customer is established, resident, operates, or accesses or uses the Services from outside the United Kingdom, the Customer is responsible for identifying and complying with any data protection, privacy, electronic communications, data localisation, international transfer or similar laws that apply to the Customer in that jurisdiction. The Customer shall not submit, upload, input, import or otherwise provide any data through the App, the Website or the Services where doing so would cause Studford or the Customer to breach any applicable law.
- 5.5 The Customer shall provide Studford with all information and assistance reasonably required by Studford to enable Studford to comply with applicable data protection laws in connection with the App, the Website and the Services.
- 5.6 The Customer acknowledges that the Services may use, display, incorporate, analyse or otherwise process data supplied, licensed or made available by third parties. Third-Party Data remains owned by the relevant third-party supplier or licensor. The Customer shall use Third-Party Data only to the extent permitted by this agreement, Schedule 2, and any applicable third-party terms notified to the Customer.
- 5.7 If there is any inconsistency between this clause and Schedule 2, Schedule 2 shall prevail in relation to data protection, Customer Submitted Data and Third-Party Data, unless expressly stated otherwise.

6. Third party providers

- 6.1 The Customer acknowledges that the Services may incorporate, display, analyse or otherwise make available data, datasets, content, information or materials supplied, licensed or made available by third parties (**Third-Party Data**).
- 6.2 Third-Party Data may include, without limitation, agricultural, farming and land management data relating to fields, crops, crop varieties, crop rotations, crop performance, crop yields, soil types, soil condition, land areas, field boundaries, mapping, satellite imagery, weather, machinery, agricultural operations, market information, benchmarking information and other farm-related or agronomic datasets.
- 6.3 The Supplier warrants that, to the best of its knowledge and belief, it has obtained the licences, permissions, rights or other authority necessary to make Third-Party Data available to the Customer through the Services for the purposes contemplated by this agreement.
- 6.4 Third-Party Data remains owned by the relevant third-party supplier, licensor or rights holder. Except as expressly stated in this agreement, the Customer does not acquire any ownership rights in Third-Party Data.

- 6.5 Subject to the terms of this agreement and any applicable third-party terms notified to the Customer, the Customer may access and use Third-Party Data only:
- (a) through the App, Website or Services;
 - (b) during the Subscription Term; and
 - (c) for the Customer's internal business purposes in connection with its own farming, agricultural, land management or related commercial operations.
- 6.6 The Customer shall not, except to the extent expressly permitted by this agreement or required for the Customer's internal business purposes in connection with its use of the Services:
- (a) copy, extract, scrape, download, export, reproduce, store separately or create a separate database from any Third-Party Data;
 - (b) publish, distribute, transmit, disclose, sell, license, sub-license, supply or otherwise make available any Third-Party Data to any third party;
 - (c) use Third-Party Data to create, train, develop or improve any competing product, service, software, dataset, database, model or platform;
 - (d) remove, obscure or alter any proprietary notice, attribution, copyright notice, trade mark notice or other rights notice relating to Third-Party Data; or
 - (e) use Third-Party Data in breach of any applicable law, third-party terms, or the rights of any third-party supplier, licensor or rights holder.
- 6.7 The Customer may export or use reports, outputs, records, summaries, calculations or other materials generated by the Services that incorporate or are derived from Third-Party Data, provided that such export or use is limited to the Customer's internal business purposes and does not involve bulk extraction, redistribution, resale or separate commercial exploitation of the underlying Third-Party Data.
- 6.8 The Supplier does not warrant that Third-Party Data will be accurate, complete, current, uninterrupted or error-free. The Customer is responsible for checking that any Third-Party Data, and any output generated using Third-Party Data, is suitable for the Customer's intended business use.
- 6.9 The Supplier may suspend, restrict, replace, remove or discontinue access to any Third-Party Data where:
- (a) the relevant third-party supplier, licensor or rights holder withdraws, restricts or changes access to that data;
 - (b) the Supplier's right to use or make available the Third-Party Data expires or terminates;

- (c) continued access to or use of the Third-Party Data would breach applicable law, third-party terms or third-party rights; or
 - (d) the Supplier reasonably considers that suspension, restriction, replacement, removal or discontinuance is necessary for legal, regulatory, security, technical or commercial reasons.
- 6.10 The Services may also enable or assist the Customer to access websites, platforms, products or services operated or provided by third parties. The Customer accesses and uses such third-party websites, platforms, products or services at its own risk. Any contract entered into, or transaction completed, with a third party is between the Customer and the relevant third party, and not the Supplier.
- 6.11 The Supplier is not responsible for the content, availability, performance, security, privacy practices, terms or policies of any third-party website, platform, product or service. The Customer should review the relevant third party's terms and privacy information before using any such third-party website, platform, product or service.

7. Supplier's obligations

- 7.1 The Supplier shall perform the Services substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2 The Supplier's obligations at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the terms of clause 7.1, Supplier will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.
- 7.3 The Supplier:
 - (a) does not warrant that:
 - (i) the Customer's use of the Services will be uninterrupted or error-free; or
 - (ii) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements;
 - (iii) the Software, Documentation or Services will comply with any Heightened Cybersecurity Requirements.
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications

networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 7.4 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 7.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 7.6 The Supplier shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

8. Customer's obligations

- 8.1 The Customer shall:
 - (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier;in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
 - (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
 - (c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary and the Supplier shall not be liable for any failure to deliver any or all of the Services to the extent caused by Customer's delay;

- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
 - (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
 - (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
 - (g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 8.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

9. Charges and payment

- 9.1 The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with this clause 9 and Schedule 1 and any applicable order form, subscription confirmation, in-App purchase screen, Third-Party App Store or Platform purchase flow or other checkout process approved by the Supplier.
- 9.2 Unless otherwise agreed in writing, the Subscription Fees are payable monthly in advance. The Customer shall pay the Subscription Fees on the Effective Date and thereafter on each monthly renewal date during the Subscription Term.
- 9.3 The Customer may purchase User Subscriptions, subscriptions, upgrades, add-ons or other paid features through the App, the Website, a Third-Party App Store or Platform, a payment processor, or any other purchase method made available by the Supplier from time to time.
- 9.4 On or before the Effective Date, the Customer shall provide valid, up-to-date and complete payment details, billing details and contact details required by the Supplier or its payment processor. Where the Customer provides credit card, debit card, direct debit, Third-Party App Store or Platform account, payment processor account or other approved payment details, the Customer authorises

the Supplier, the relevant Third-Party App Store or Platform, payment processor or payment services provider, as applicable, to charge the Customer:

- (a) on the Effective Date, for the Subscription Fees payable for the first monthly subscription period; and
- (b) thereafter, at monthly intervals, for the Subscription Fees payable for each subsequent monthly subscription period,

unless the subscription is cancelled or terminated in accordance with this agreement.

9.5 Where a purchase is made through a Third-Party App Store or Platform, platform or marketplace, payment, billing, cancellation and refund arrangements may also be governed by the terms, conditions, rules and policies of that Third-Party App Store or Platform, platform or marketplace. The Customer is responsible for complying with those terms where applicable.

9.6 If the Supplier has not received payment within 14 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

- (a) the Supplier may, on no less than 5 Business Days' notice to the Customer and without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on such overdue amounts on a daily basis at an annual rate equal to 3% above the Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.7 All amounts and fees stated or referred to in this agreement:

- (a) shall be payable in pounds sterling unless expressly stated otherwise;
- (b) shall be payable monthly in advance;
- (c) are, subject to clause 14.4(b), non-cancellable and non-refundable;
- (d) are exclusive of value added tax, sales tax, goods and services tax, and any other similar taxes or duties which shall be added to the Supplier's invoice(s) at the appropriate rate.

9.8 The Supplier may accept payment in a currency other than pounds sterling. Where payment is made in a currency other than pounds sterling, the amount payable shall be as stated on our Website at <https://www.ag-drive.com/pricing> or as shown by the relevant Third-Party App Store or Platform, payment processor, card issuer, bank or payment services provider in the Customer's applicable local currency. The Customer shall be responsible for any currency conversion charges, bank charges, payment processing fees or similar charges

applied by the Customer's bank, card issuer, Third-Party App Store or Platform, payment processor or payment services provider.

- 9.9 The Supplier shall be entitled to increase the Subscription Fees, by giving the Customer not less than 30 days' prior notice. **Schedule 1** shall be deemed to have been amended accordingly from the date the increased fees take effect.

10. Free Trial

- 10.1 The Supplier may offer a free trial of the Services to new Customers for a period of 14 days, or for such other period as may be specified during the registration or sign-up process.
- 10.2 Unless the Supplier expressly states otherwise, a free trial is available once per Customer and may not be combined with any other offer, promotion or discount.
- 10.3 During the free trial, the Customer shall have access only to the features and functionality described at the time of registration or sign-up. The Supplier may limit, vary, suspend or withdraw free trial features where reasonably necessary, including for technical, operational, security, legal or commercial reasons.
- 10.4 The Customer shall not be charged for access to the Services during the free trial unless the Customer upgrades to a paid subscription before the end of the free trial or unless the Supplier expressly states during sign-up that the free trial will convert automatically into a paid subscription.
- 10.5 If the free trial is stated to convert automatically into a paid subscription, the applicable Subscription Fees, billing date, billing period, renewal terms and cancellation deadline shall be shown to the Customer before the Customer completes registration for the free trial.
- 10.6 At the end of the free trial, the Customer's access to the paid features of the Services shall end unless the Customer upgrades to a paid subscription or the free trial converts into a paid subscription in accordance with the terms presented at sign-up. If the Customer does not have an active paid subscription, the Supplier may suspend, restrict or terminate the Customer's account, or convert it to any free version of the Services that the Supplier may make available from time to time.
- 10.7 If the Customer upgrades to a paid subscription, the applicable Subscription Fees, billing period, renewal terms and cancellation rights shall be presented to the Customer before the Customer completes the purchase. The paid subscription shall begin when the Customer completes the upgrade, unless the Supplier states otherwise at the time of purchase.
- 10.8 The Supplier may refuse, withdraw or cancel a free trial if it reasonably believes that the Customer or any Authorised User:

- (a) is not eligible for the free trial;
 - (b) has previously used a free trial;
 - (c) has created or attempted to create multiple accounts to obtain additional free trials;
 - (d) has provided inaccurate, incomplete or misleading registration information; or
 - (e) has breached this agreement, the Terms and Conditions, the EULA or any other applicable terms.
- 10.9 The Customer's access to and use of the App, Website and Services during any free trial remains subject to this agreement, the Terms and Conditions, the EULA and any other documents incorporated into the agreement between the parties.
- 10.10 Unless expressly stated otherwise, the Supplier gives no commitment that any free trial, free feature or free version of the Services will continue to be made available or will remain available on the same terms.

11. Proprietary rights

- 11.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 11.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 11.3 The Customer retains ownership of all intellectual property rights in any content, data, information, materials or other works that the Customer may create, upload, submit, input, import, generate or otherwise provide when using the App, the Website or the Services, excluding any part of the App, the Website, the Documentation or the Services incorporated in or used to create them.
- 11.4 By creating, uploading, submitting, inputting, importing, generating or otherwise providing content, data, information, materials or other works through the App, the Website or the Services, the Customer shall grant us a non-exclusive, worldwide, royalty-free licence to use, host, store, copy, process, transmit, display, adapt and otherwise deal with those materials to the extent necessary to provide, operate, maintain, secure, improve and support the App, the Website and the Services.

12. Confidentiality and compliance with policies

- 12.1 In this clause, **Confidential Information** means any information disclosed by one party to the other in connection with this agreement which is marked as confidential or which would reasonably be regarded as confidential because of its nature or the circumstances of its disclosure. This includes information relating to a party's business, operations, customers, suppliers, products, services, software, technology, know-how, trade secrets, pricing, security arrangements and commercial affairs.
- 12.2 Each party shall keep the other party's Confidential Information confidential and shall not use it except for the purpose of performing its obligations or exercising its rights under this agreement.
- 12.3 Each party may disclose the other party's Confidential Information only:
- (a) to its employees, officers, contractors, professional advisers and representatives who need to know it for the purposes of this agreement, provided that they are subject to confidentiality obligations;
 - (b) where required by law, a court, a regulator or any competent authority; or
 - (c) with the other party's prior written consent.
- 12.4 The obligations in this clause do not apply to information which:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party in breach of this clause);
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (d) the parties agree in writing is not confidential or may be disclosed; or
 - (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 12.5 Each party shall take reasonable steps to protect the other party's Confidential Information from unauthorised access, use or disclosure.
- 12.6 On termination or expiry of this agreement, each party shall, on request, return or delete the other party's Confidential Information, except that a party may retain copies where required by law, regulation, internal governance, insurance,

audit or back-up procedures. Any retained Confidential Information shall remain subject to this clause.

12.7 No party shall make any public announcement about this agreement or its relationship with the other party without the other party's prior written consent, except where required by law or a competent authority.

12.8 This clause shall survive termination or expiry of this agreement.

13. Indemnity

13.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

- (a) the Customer is given prompt notice of any such claim; and
- (b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense.

13.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this agreement infringes any third party United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or other intellectual property right, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) the Supplier is given prompt notice of any such claim;
- (b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- (c) the Supplier is given sole authority to defend or settle the claim.

13.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

13.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than the Supplier; or
 - (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
 - (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or
 - (d) the Customer Data; or
 - (e) the Customer's breach of this agreement.
- 13.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement or alleged infringement of any third party patent, copyright, trade mark or database right by the Supplier.

14. Limitation of liability

14.1 The following definitions apply in this clause 14:

- (a) **liability**: every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise; and
- (b) **default**: any act or omission resulting in one party incurring liability to the other.

14.2 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, any Third-Party Data provided by the Supplier to the Customer, or any actions taken by the Supplier at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (c) the Services and the Documentation are provided to the Customer on an "as is" basis.
- (d) the Customer is solely responsible for checking and using any spray records, spray recommendations, fertiliser plans, nutrient management calculations, crop recommendations, reports or other outputs

generated through the Services. Such outputs are advisory only and are based on Customer Data, Customer Submitted Data and Third-Party Data. To the fullest extent permitted by law, the Supplier shall have no liability for any incorrect, incomplete or unsuitable output, or for any decision, action or omission made by the Customer or any Authorised User in reliance on such output.

14.3 Nothing in this agreement excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

14.4 Subject to clause 14.2 and clause 14.3:

- (a) the Supplier shall have no liability for any:
 - (i) loss of profits,
 - (ii) loss of business,
 - (iii) wasted expenditure,
 - (iv) depletion of goodwill and/or similar losses,
 - (v) loss or corruption of data or information, or
 - (vi) any special, indirect or consequential loss, costs, damages, charges or expenses; and
- (b) the Supplier's total aggregate liability to the Customer (including in respect of the indemnity at clause 13.2), in respect of all defaults shall not exceed the cap. If defaults committed in more than one Contract Year give rise to a single claim or a series of connected claims, the Supplier's total liability for those claims shall not exceed the single highest annual cap for those Contract Years.
- (c) In clause 14.4(b), the cap is the total Subscription Fees paid in the Contract Year in which the defaults occurred.

14.5 Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights.

15. Term and termination

15.1 This agreement shall commence on the Effective Date and shall continue on a monthly rolling basis unless cancelled or terminated in accordance with this clause 15.

- 15.2 Unless otherwise stated at the time of purchase, the Customer's subscription shall renew automatically each month and the Subscription Fees shall be payable monthly in advance in accordance with clause 9.
- 15.3 The Customer may cancel its subscription at any time. Unless otherwise stated at the time of purchase or required by applicable law, cancellation shall take effect at the end of the Customer's then-current paid monthly subscription period. The Customer shall continue to have access to the paid Services until the end of that period.
- 15.4 Cancellation of a subscription shall stop future renewal charges. It shall not entitle the Customer to a refund for any unused part of the current paid subscription period, except where:
- (a) the Customer is entitled to a refund under applicable law;
 - (b) the Supplier has expressly agreed to provide a refund; or
 - (c) a refund is expressly stated to be available at the time of purchase.
- 15.5 To cancel a subscription purchased directly from the Supplier, the Customer may cancel through its account settings, by using any cancellation process made available on the Website or through the Services, or by contacting the Supplier using the contact details set out in this agreement or the Terms and Conditions.
- 15.6 If the Customer purchased its subscription through a Third-Party App Store or Platform, platform or marketplace, including the Apple App Store or Google Play Store, the Customer must cancel the subscription through that app store, platform or marketplace. The Customer's cancellation, renewal, billing and refund rights may also be governed by the applicable app store, platform or marketplace terms. The Supplier does not control cancellations or refunds for subscriptions purchased through Third-Party App Store or Platforms.
- 15.7 Where a free trial applies, the Customer shall not be charged during the free trial unless the Customer chooses to upgrade to a paid subscription before the end of the trial or unless the free trial is stated to convert automatically into a paid subscription at the end of the trial. Where a free trial converts automatically into a paid subscription, the applicable billing date, renewal arrangements and cancellation deadline shall be shown to the Customer before sign-up.
- 15.8 If the Customer cancels during a free trial before any stated cancellation deadline, the Customer's access to the paid features of the Services may end at the end of the free trial or earlier if stated at the time of sign-up, and no Subscription Fee shall be charged by the Supplier for that trial.

15.9 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if the other party:

- (a) fails to pay any amount due under this agreement on the due date for payment and remains in default for 14 days after being notified in writing to make payment;
- (b) commits a material breach of this agreement and, where the breach is capable of remedy, fails to remedy that breach within 14 days after being notified in writing to do so;
- (c) repeatedly breaches this agreement in a manner that reasonably justifies the opinion that its conduct is inconsistent with an intention or ability to comply with this agreement;
- (d) becomes insolvent, is unable to pay its debts as they fall due, enters into administration, liquidation, receivership, a voluntary arrangement or any similar process, or is subject to any equivalent event or proceeding in any jurisdiction; or
- (e) suspends, ceases or threatens to suspend or cease carrying on all or a substantial part of its business.

15.10 The Supplier may terminate this agreement or suspend the Customer's access to all or part of the Services with immediate effect by giving written notice to the Customer if:

- (a) the Customer or any Authorised User uses the Services in breach of the acceptable use provisions of this agreement;
- (b) the Customer or any Authorised User infringes or misuses the Supplier's intellectual property rights, the App, the Website, the Documentation, the Services or any Third-Party Data;
- (c) the Customer submits, uploads, imports or uses data in breach of this agreement, applicable law or third-party rights;
- (d) the Supplier is required to do so by law, regulation, a competent authority, a Third-Party App Store or Platform, a payment processor or a third-party data provider; or
- (e) continued provision of the Services would expose the Supplier to material legal, regulatory, security or commercial risk.

15.11 Ordinary cancellation under clauses 15.3 to 15.6 is without prejudice to any accrued rights or liabilities of either party. Termination for breach under clauses 15.9 or 15.10 may take effect immediately and may result in the Customer losing access to the Services before the end of the current monthly subscription period.

15.12 On termination or expiry of this agreement for any reason:

- (a) all rights granted to the Customer under this agreement shall immediately cease, except to the extent required to allow continued access until the end of the current paid subscription period following ordinary cancellation under clause 15.3;
 - (b) the Customer shall immediately stop using the Services, the App, the Website, the Documentation and any Third-Party Data, except to the extent expressly permitted by this agreement;
 - (c) the Customer shall pay all Subscription Fees and other charges due up to and including the effective date of termination or expiry;
 - (d) each party shall return or cease using the other party's Confidential Information in accordance with clause 12; and
 - (e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry shall not be affected.
- 15.13 Following termination or expiry, the Supplier may delete or otherwise dispose of Customer Data in accordance with the data protection and data use provisions set out in Schedule 2, unless the Customer requests export or return of Customer Data within 30 days after the effective date of termination or expiry.
- 15.14 Where the Customer requests export or return of Customer Data under clause 15.13, the Supplier shall use reasonable commercial endeavours to make available or return the then-current Customer Data within a reasonable period, provided that:
- (a) the Customer has paid all undisputed fees and charges due under this agreement;
 - (b) the Customer pays any reasonable costs notified by the Supplier for the export, return or restoration of Customer Data; and
 - (c) the Supplier is not required to provide any data that it is prohibited from disclosing by law, third-party rights, third-party terms or the rights of another customer or user.
- 15.15 The provisions of this agreement which expressly or by implication are intended to survive termination or expiry shall continue in force, including provisions relating to confidentiality, intellectual property, data protection and data use, payment of accrued fees, liability, governing law and jurisdiction.

16. Force majeure

- 16.1 Neither party shall be in breach of this agreement or otherwise liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 21 days, the party not affected may terminate this agreement by giving not less than 14 days' written notice to the affected party.

17. Conflict

- 17.1 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement prevail except that Schedule 2 prevails in relation to data protection, Customer Data and Third-Party Data.

18. Waiver

- 18.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 18.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

19. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

- 20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 20.2 If any provision or part-provision of this agreement is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire agreement

- 21.1 This agreement, together with the documents referred to in clause 1.11, constitutes the entire agreement between the parties in relation to the Customer's access to and use of the Services, the App, the Website and any subscription purchased by the Customer. It supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.
- 21.2 The documents forming part of the agreement between the parties shall be interpreted together. If there is any inconsistency between this agreement and any other document that applies to the Customer, the order of precedence set out in clause 1.11 shall apply, unless expressly stated otherwise.

21.3 Each party acknowledges that, in entering into this agreement and the documents referred to in clause 1.11, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty, whether made innocently or negligently, that is not expressly set out in this agreement or in the documents referred to in clause 1.11.

21.4 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

22. Assignment

22.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

22.2 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

23. No partnership or agency

23.1 Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. Third party rights

24.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

24.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

25. Notices

25.1 Any notice given under or in connection with this agreement shall be in writing and shall be sent:

- (a) to the Supplier, by hand, by pre-paid first-class post or other next working day delivery service, or by email, using the following details:

Studford Agtech Ltd
Studford Farm, Sproxton
York

North Yorkshire YO62 5EL
United Kingdom

Email: info@ag-drive.com

or to any replacement address or email address notified by the Supplier to the Customer in writing; and

- (b) to the Customer, by hand, by pre-paid first-class post or other next working day delivery service, or by email, using the postal address, registered office address, principal trading address, billing address or email address provided by the Customer during the sign-up process, in the Customer's account, in any order form or subscription confirmation, or otherwise notified by the Customer to the Supplier in writing.
- 25.2 The Customer shall ensure that the contact details it provides to the Supplier are accurate and kept up to date. The Supplier shall not be responsible for any failure or delay in the Customer receiving a notice where that failure or delay results from the Customer providing incorrect, incomplete or out-of-date contact details.
- 25.3 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and
 - (c) if sent by email, at the time of transmission, provided that no delivery failure or bounce-back message is received by the sender. If the time of transmission falls outside Business Hours in the place of receipt, the notice shall be deemed received when Business Hours resume.
- 25.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

27. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection

with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Subscription Fees

1. Subscription Fees

The Subscription Fees payable are provided for the required plan on our Website at <https://www.ag-drive.com/pricing> as at the Effective Date. A copy of the applicable pricing page as at the Effective Date is deemed incorporated into this agreement.

Schedule 2 Data Protection Provisions

1. Definitions

In this clause, the following definitions apply:

- 1.1 **Applicable Data Protection Laws** means all applicable laws relating to data protection, privacy and electronic communications, including, to the extent applicable, the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and the EU GDPR.
- 1.2 **Customer Submitted Data** means any data, information, content, records, documents, images, measurements, field data, crop data, yield data, farm data or other materials submitted, uploaded, inputted, imported or otherwise provided by or on behalf of the Customer through the App, Website or Services.
- 1.3 **EU GDPR** means Regulation (EU) 2016/679, the General Data Protection Regulation.
- 1.4 **Personal Data** has the meaning given to it in the UK GDPR.
- 1.5 **Submitted Personal Data** means any Personal Data included in the Customer Submitted Data or otherwise submitted, uploaded, inputted, imported or provided by or on behalf of the Customer through the App, Website or Services.
- 1.6 **Third-Party Data** means any data, information, content, records, materials or datasets supplied, licensed or made available by a third party and used, displayed, incorporated or processed by the Supplier in connection with the App, Website or Services.
- 1.7 **UK GDPR** has the meaning given to it in section 3 of the Data Protection Act 2018.
- 1.8 The terms **controller, processor, data subject, personal data breach, processing** and **process** have the meanings given to them in the UK GDPR.

2. Data protection roles

- 2.1 The parties acknowledge and agree that, for the purposes of Applicable Data Protection Laws:
 - (a) the Customer acts as controller in respect of Submitted Personal Data, to the extent that the Customer determines the purposes and means of processing that Submitted Personal Data, including by deciding what

Personal Data is submitted, uploaded, inputted, imported, corrected, updated or otherwise made available through the App, Website or Services; and

- (b) the Supplier acts as processor in respect of Submitted Personal Data where it processes that Submitted Personal Data on behalf of the Customer for the purpose of providing, operating, maintaining, securing and supporting the App, Website and Services in accordance with this agreement.
- 2.2 The Supplier shall process Submitted Personal Data only on the documented instructions of the Customer, including as set out in this agreement, the Documentation, the Customer's use and configuration of the App, Website and Services, and any other written instructions agreed between the parties, unless the Supplier is required to process Submitted Personal Data by applicable law. Where the Supplier is required by applicable law to process Submitted Personal Data otherwise than on the Customer's instructions, the Supplier shall inform the Customer of that legal requirement before processing, unless prohibited by law from doing so.
- 2.3 The parties acknowledge that the Supplier may also process certain Personal Data as an independent controller, including Personal Data relating to account administration, billing, payments, customer relationship management, marketing, service communications, security monitoring, analytics, support enquiries, compliance and the management of its own business. The Supplier shall process such Personal Data in accordance with its Privacy Policy and Applicable Data Protection Laws.
- 2.4 If the parties determine that their data protection roles are different from those set out in this clause 2 in relation to any processing activity, the parties shall cooperate in good faith to amend this agreement or enter into any additional data protection terms reasonably required to reflect the correct roles under Applicable Data Protection Laws.
- 3. Compliance with data protection laws**
- 3.1 Each party shall comply with its obligations under Applicable Data Protection Laws.
- 3.2 The Supplier shall be responsible, for determining the purposes and means of processing Submitted Personal Data and for complying with the obligations imposed on processing under Applicable Data Protection Laws.
- 3.3 The Supplier shall process Submitted Personal Data only:

- (a) for the purposes of using the App, Website and Services in accordance with this agreement;
 - (b) in accordance with the Supplier's documented instructions, including this agreement, the Documentation and any reasonable written instructions issued by the Supplier; and
 - (c) in accordance with Applicable Data Protection Laws.
- 3.4 The Customer shall immediately inform the Supplier if, in the Customer's opinion, any instruction given by the Supplier infringes Applicable Data Protection Laws.

4. Supplier obligations as processor

- 4.1 The Supplier shall:
 - (a) ensure that Submitted Personal Data is accurate, complete and kept up to date, so far as is reasonably practicable;
 - (b) ensure that all persons authorised by the Customer to process Submitted Personal Data are subject to appropriate confidentiality obligations;
 - (c) implement and maintain appropriate technical and organisational measures to protect Submitted Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage;
 - (d) ensure that access to the App, Website and Services is limited to authorised users only;
 - (e) keep all login details, passwords, access credentials and authentication methods secure and confidential;
 - (f) not allow any unauthorised person to access or use the App, Website or Services;
 - (g) not submit any Personal Data unless it is necessary for the proper use of the App, Website or Services;
 - (h) not submit any special category personal data or criminal offence data unless the Supplier has expressly agreed to this in writing; and
 - (i) not do, or omit to do, anything that would cause the Supplier to breach Applicable Data Protection Laws.

5. Lawful submission of data

- 5.1 The Supplier shall ensure that it has all necessary rights, permissions, licences, consents, notices and lawful authority required to submit, upload, input, import or otherwise provide Customer Submitted Data and Submitted Personal Data through the App, Website or Services.

5.2 Without limiting clause 5.1 of this Schedule, the Supplier shall ensure that any individuals whose Personal Data is included in the Customer Submitted Data have been provided with any privacy information required by Applicable Data Protection Laws.

5.3 The Customer shall not submit, upload, input, import or otherwise provide any data or materials through the App, Website or Services where doing so would infringe any third-party rights, breach any law, or breach any duty owed to a third party.

6. Subject matter, nature and purpose of processing

6.1 The subject matter of the processing is the provision, operation, maintenance, support and improvement of the App, Website and Services.

6.2 The duration of the processing shall be for the term of this agreement and for any further period during which the Supplier is required or permitted to retain Personal Data under Applicable Data Protection Laws or this agreement.

6.3 The nature of the processing may include collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, transmission, disclosure, alignment, combination, restriction, erasure and destruction.

6.4 The purposes of the processing may include:

- (a) providing access to and use of the App, Website and Services;
- (b) enabling the Customer to submit, manage, analyse and review farm-related data;
- (c) producing reports, dashboards, calculations, outputs and other service functionality;
- (d) managing user accounts, authentication and security;
- (e) providing customer support, maintenance and service communications;
- (f) monitoring, securing and improving the App, Website and Services;
- (g) complying with legal and regulatory obligations; and
- (h) any other purpose described in the Supplier's Privacy Policy, where applicable.

6.5 The types of Personal Data processed may include names, contact details, business details, account credentials, user activity data, farm personnel details, contractor details, location-related data, device data, support communications and any other Personal Data submitted by or on behalf of the Customer through the App, Website or Services.

- 6.6 The categories of data subjects may include the Customer's personnel, representatives, authorised users, farm workers, contractors, agents, advisers, suppliers and other individuals whose Personal Data is submitted through the App, Website or Services.

7. Personal data breaches

- 7.1 The Customer shall notify the Supplier without undue delay, and in any event within 48 hours, after becoming aware of any actual or suspected personal data breach affecting Submitted Personal Data.
- 7.2 The notification shall include, to the extent known:
- (a) a description of the nature of the personal data breach;
 - (b) the categories and approximate number of affected data subjects;
 - (c) the categories and approximate number of affected records;
 - (d) the likely consequences of the breach;
 - (e) the measures taken or proposed to address the breach; and
 - (f) any other information reasonably requested by the Supplier.
- 7.3 The Customer shall provide reasonable assistance to the Supplier in investigating, mitigating and responding to any personal data breach.

8. Assistance with data protection compliance

- 8.1 The Customer shall provide reasonable assistance to the Supplier, taking into account the nature of the processing and the information available to the Customer, in relation to:
- (a) requests from data subjects exercising their rights under Applicable Data Protection Laws;
 - (b) security of processing;
 - (c) personal data breach notifications;
 - (d) data protection impact assessments;
 - (e) consultations with the Information Commissioner's Office or any other supervisory authority; and
 - (f) any enquiry, complaint, investigation or request relating to Submitted Personal Data.
- 8.2 The Customer shall promptly notify the Supplier if it receives any request, complaint or communication from a data subject or supervisory authority relating to Submitted Personal Data.

- 8.3 The Customer shall not respond to any such request, complaint or communication except on the documented instructions of the Supplier, unless required to do so by law.

9. Sub-processors

- 9.1 The Supplier shall not appoint any third party to process Submitted Personal Data on behalf of the Customer without the Customer's prior written consent.
- 9.2 If the Supplier consents to the appointment of a sub-processor, the Customer shall ensure that the sub-processor is bound by written terms that provide at least the same level of protection for Submitted Personal Data as this agreement.
- 9.3 The Supplier shall remain fully liable to the Customer for the acts and omissions of any sub-processor appointed by the Supplier.

10. Return and deletion of Submitted Personal Data

- 10.1 On termination or expiry of this agreement, or at any earlier time on the Customer's written request, the Supplier shall, at the Customer's option, return or delete Submitted Personal Data in the Supplier's possession or control, unless the Supplier is required by law to retain it.
- 10.2 Where the Supplier is required by law to retain Submitted Personal Data, the Supplier shall notify the Customer of that requirement, unless prohibited by law from doing so, and shall continue to protect the Submitted Personal Data in accordance with this agreement.

11. Audit and records

- 11.1 The Supplier shall maintain appropriate records to demonstrate compliance with this clause.
- 11.2 The Supplier shall make such information available to the Customer as is reasonably necessary to demonstrate the Supplier's compliance with this clause.

12. Customer Submitted Data

- 12.1 Subject to clause 11.4 of the main SaaS agreement, the Customer retains ownership of all intellectual property rights and other rights it has in Customer Submitted Data.
- 12.2 The Customer is responsible for the accuracy, completeness, legality and reliability of Customer Submitted Data.
- 12.3 The Supplier is not responsible for checking, verifying or validating Customer Submitted Data unless expressly agreed in writing.

13. Third-Party Data

- 13.1 The Customer acknowledges that the App, Website and Services may use, display, incorporate, analyse or otherwise process Third-Party Data.
- 13.2 Third-Party Data remains owned by the relevant third-party supplier or licensor. Nothing in this agreement transfers ownership of Third-Party Data to the Customer or the Supplier.
- 13.3 The Customer receives only a limited, non-exclusive, non-transferable right to access and use Third-Party Data to the extent that it is made available through the App, Website or Services, and only for the Customer's internal business purposes during the term of its subscription.
- 13.4 The Customer shall not:
 - (a) copy, extract, download, scrape, reproduce, distribute, publish, sell, license or otherwise exploit Third-Party Data except as expressly permitted by this agreement;
 - (b) use Third-Party Data to create a competing product or service;
 - (c) remove or obscure any proprietary notices relating to Third-Party Data; or
 - (d) use Third-Party Data in breach of any applicable third-party terms notified to the Customer.
- 13.5 The Supplier does not warrant that Third-Party Data will be accurate, complete, up to date, uninterrupted or error-free.
- 13.6 The Supplier may suspend, restrict, replace, remove or discontinue access to any Third-Party Data where:
 - (a) the relevant third-party supplier or licensor withdraws, restricts or changes access to that data;
 - (b) the Supplier's right to use the Third-Party Data expires or terminates;
 - (c) continued use would breach applicable law or third-party terms; or

- (d) the Supplier reasonably considers that suspension, restriction, replacement, removal or discontinuance is necessary for legal, regulatory, security or commercial reasons.

14. Privacy Policy

- 14.1 The Supplier shall process Personal Data in accordance with its Privacy Policy, available at <https://www.ag-drive.com/privacy-policy>, as updated from time to time.
- 14.2 The Privacy Policy explains how the Supplier processes Personal Data. It does not form part of this agreement and does not override the terms of this agreement unless expressly stated otherwise.

15. Anonymised and aggregated data

- 15.1 The Supplier may create anonymised or aggregated data from Customer Submitted Data and usage of the App, Website and Services, provided that such data does not identify the Customer or any individual.
- 15.2 The Supplier may use anonymised or aggregated data for purposes including analytics, benchmarking, product development, service improvement, research, reporting and commercial analysis.
- 15.3 Anonymised or aggregated data created by the Supplier shall belong to the Supplier. This clause does not affect the Customer's ownership of Customer Submitted Data or any individual's rights in their Personal Data.