

Customer Agreement

25 February 2026

1 About this Customer Agreement

- 1.1 Structure.** This Customer Agreement is part of the legally binding Agreement between AgriWebb and Customer.
- 1.2 Application.** The Agreement is binding on any use of the Software or Services and applies from the time Customer (or any natural person on its behalf) registers for the Software, receives Services or enters into an Order— whichever occurs first. If Customer only receives Software or Services under the Agreement, then this Customer Agreement only applies to the extent it relates to such Software or Services (as applicable). **Please read the terms and conditions of the Agreement carefully.**
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2 Registration, trial and scheme use

- 2.1 Registration.** In order to access and use the Software, Customer must be registered for the Software. Customer must provide, or (where Customer is a corporation, partnership or other entity) ensure that the natural person who registers on Customer's behalf provides, accurate, complete and current information during registration and keeps that information up to date. Customer's registration constitutes an offer to trial and/or an Order for the Software from AgriWebb or its Authorised Reseller (as applicable).

- 2.2 Trial use.** For the duration of any free trial:

- (a) the rights in clause 3.1 are limited to access and use of the Software for Customer's internal evaluation purposes only; and
- (b) AgriWebb provides the Software "as is" and excludes all warranties, indemnities, obligations and liabilities under the Agreement for the duration of the free trial.

Upon expiry of any free trial, Customer's access to and use of the Software and the Agreement will terminate automatically, with immediate effect, unless Customer purchases a subscription to the Software.

- 2.3 Scheme use.** If Customer purchases (in whole or part) or arranges subscriptions to the Software, or procures Services, for third party operators of farms or ranches as part of a Scheme (**Scheme Participants**), Customer must:

- (a) ensure that each Scheme Participant registers to access and use the Software and enters into a Participant Customer Agreement with AgriWebb prior to accessing or using the Software or Services;
- (b) ensure that each Scheme Participant uses the Software or Services only for the purposes of the Scheme approved by AgriWebb;
- (c) pay all fees relating to use of the Software or Services by Customer and (if agreed as part of the Scheme) each Scheme Participant; and
- (d) promptly notify AgriWebb upon any Scheme Participant leaving, or otherwise ceasing to form part of, the Scheme (after which any such ex-Scheme Participant must pay all amounts



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necessary to continue a separate and independent subscription in order to continue using the Software or Services).

- (e) To avoid any doubt:
 - (i) this clause 2.3 only applies if Customer is the operator of a Scheme (and not if Customer is a Scheme Participant); and
 - (ii) an Authorised Reseller of AgriWebb is not the operator of a Scheme.

3 Software

3.1 Access and use. AgriWebb grants Customer a personal, non-exclusive and non-transferable right to:

- (a) install the Software on supported devices; and
- (b) permit licensed Users to access and use the functionality of the Software available under Customer's free trial or subscription plan purchased under an Order,

in each case, during the Term, subject to and in accordance with the terms of the Agreement.

3.2 Usage restrictions. Customer must not, and must ensure that Users do not:

- (a) install, access or use the Software except as contemplated by clause 3.1;
- (b) rent, lease, sub-license, loan, translate, copy, merge, combine with other programs, adapt, vary or modify the Software;
- (c) disassemble, decompile, reverse-engineer, view or gain access to the source code for, or create derivative works based on the whole or any part of the Software or attempt to do any such thing;
- (d) make the Software available in whole or in part in any form (whether object code, source code, by API or otherwise) to any person other than licensed Users without prior written consent from AgriWebb;
- (e) use the Software to provide any product or service that is an alternative, substitute or competitor to the Software;
- (f) share user credentials or permit any person other than a licensed User to access and use the Software with user credentials issued to that Customer or its licensed Users;
- (g) use the Software in any unlawful manner, for any unlawful purpose, fraudulently or maliciously, including by hacking or inserting malicious code, viruses, or harmful data, into the Software or any of AgriWebb's systems;
- (h) infringe AgriWebb's Intellectual Property Rights or those of any third party in accessing or using the Software;
- (i) upload or transmit using the Software any material that is unlawful, defamatory, offensive, harmful or otherwise objectionable;



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- (j) access or use the Software by any unauthorised means (including using any bot, script, spider, crawler, scraper or automated device) or in a way that could damage, disable, overburden, impair or compromise AgriWebb's systems or security or interfere with other users; or
- (k) collect or harvest any information or data from, or attempt to decipher any transmissions to or from, the servers used by AgriWebb, other than to the extent expressly permitted by this Agreement.

3.3 Usage responsibilities. Customer uses the Software at its own risk and is solely responsible for ensuring that:

- (a) Users access and use the Software strictly in accordance with the Agreement and Customer remains responsible for each act and omission of its Users as though it were an act or omission of Customer;
- (b) access to and use of the Software and Customer Data by Customer and Users complies with all applicable Laws and contractual obligations;
- (c) it obtains all Consents necessary for AgriWebb and its Personnel to Process the Customer Data;
- (d) it obtains and maintains all hardware, software, services and network connectivity necessary for Customer and its Users to access and use the Software; and
- (e) all user credentials issued to Customer and its Users are kept secure, confidential and not shared.

3.4 Updates. AgriWebb may issue Updates from time to time. If any Update will remove or materially adversely affect any material part of the Software without providing a functional equivalent:

- (a) AgriWebb will provide Customer with reasonable (and in any event no less than 30 days') advance written notice; and
- (b) Customer may elect to terminate its subscription to the Software, in which case clause 16.2 will apply.

Customer must install Updates to the Software on Customer's devices as soon as reasonably practicable following the Updates becoming available. AgriWebb is not liable for any failure of the Software to comply with the Agreement or any conditions, warranties or guarantees conferred by Law, unless Customer has installed all Updates to the Software under this clause 3.4.

4 Services

4.1 Data Services. If Customer purchases Data Services under an Order, then AgriWebb grants Customer a personal, non-exclusive and non-transferable right to:

- (a) use the Data Services; and
- (b) Process the data, insights or other materials provided through the Data Services,

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in each case, during the Term, for the purposes approved by AgriWebb in the Order, subject to and in accordance with the terms of the Agreement.

4.2 Usage restrictions. Customer must not, and must ensure that its Users do not:

- (a) use the Data Services, or Process any data, insights or other materials available through the Data Services, except as contemplated by clause 4.1;
- (b) make the Data Services, or any data, insights or other materials available through the Data Services or Services, available in whole or in part in any form (whether by API or otherwise) to any person other than licensed Users without prior written consent from AgriWebb or as expressly contemplated by the Order;
- (c) use the Data Services or Services to provide any product or service that is an alternative, substitute or competitor to the Data Services or Services;
- (d) infringe AgriWebb's rights in data or those of any third party in using the Data Services or Processing any data, insights or other materials available through the Data Services or Services;
- (e) combine the Data Services, or any data, insights or other materials available through the Data Services or Services, with any other data sets or materials without prior written consent from AgriWebb or as expressly contemplated by the Order;
- (f) use or Process the Data Services, or any data, insights or other materials available through the Data Services or Services, in connection with any artificial intelligence or machine learning model, software or system (including for training them) without prior written consent from AgriWebb or as expressly contemplated by the Order;
- (g) use the Data Services to identify any other individual, company or person; or
- (h) use any Services contrary to any restrictions or requirements specified in the Order.

4.3 Usage responsibilities. Customer uses the Services at its own risk and is solely responsible for:

- (a) ensuring that the Services are used strictly in accordance with the Agreement and Customer remains responsible for each act and omission of its Users as though it were an act or omission of Customer;
- (b) ensuring that use of the Services by Customer and its Users complies with all applicable Laws;
- (c) ensuring that it obtains and maintains all hardware, software, services and network connectivity necessary for Customer and its Users to use the Services; and
- (d) any use of, or reliance on, the Services, or any data, insights or other materials available through the Services, by Customer or its Users, except to the extent agreed otherwise in the Order.



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5.1 About. The AgriWebb Marketplace is a store for Marketplace Offerings which are available for use with the Software. The AgriWebb Marketplace is a part of the Software and subject to the terms of the Agreement.

5.2 Marketplace Offerings. Customer may access and use the AgriWebb Marketplace to browse, locate, view, purchase or download the Marketplace Offerings. The availability of Marketplace Offerings on the AgriWebb Marketplace may:

- (a) change from time to time as determined by AgriWebb in its sole discretion; and
- (b) vary from time to time between countries and not all Marketplace Offerings or features may be available in Customer's country.

5.3 Third Party Offerings. Customer acknowledges and agrees that:

- (a) Third Party Offerings are made available by Third Party Providers that are not owned or controlled by AgriWebb;
- (b) Third Party Providers make their Third Party Offerings available to Customer directly under separate terms and AgriWebb is not a party to, and is not liable or responsible for the performance of, any such terms between Customer and a Third Party Provider;
- (c) the AgriWebb Marketplace is a conduit for Third Party Offerings and AgriWebb does not review the Third Party Offerings for accuracy, currency, infringement of third party rights, reliability, quality or any other basis; and
- (d) Customer must comply with all terms applicable to access or use of such Third Party Offerings made known to Customer.

Any failure of Customer to comply with the terms applicable to access or use of Third Party Offerings constitutes a breach of both those Third Party Provider terms and the Agreement.

5.4 Fees. Marketplace Offerings may be available for download, access and use for a fee or free of charge, as specified in the AgriWebb Marketplace. Clause 6 applies where AgriWebb collects fees for Marketplace Offerings.

5.5 Issues. If Customer experiences any defect, failure or other issue with:

- (a) an AgriWebb Offering, Customer must promptly notify AgriWebb and provide all reasonable details of the defect, failure or other issue; or
- (b) a Third Party Offering, Customer should contact the applicable Third Party Provider and follow any processes specified in the terms governing access to and use of that Third Party Offering.

5.6 Removal. AgriWebb may remove Marketplace Offerings from the AgriWebb Marketplace at any time (for example, where AgriWebb's arrangement with a Third Party Provider ends). AgriWebb may not be able to provide you with access to and use of Third Party Offerings through the Software where:

- (a) AgriWebb's arrangement with the Third Party Provider ends; or



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- (b) the API between the Software and the Third Party Offerings cannot function due to the Third Party Provider's failure to comply with AgriWebb's API specifications.

6 Fees, invoicing and payment

- 6.1 **Fees.** The Fees are payable for AgriWebb's supply of the Software and any Services and any Marketplace Offerings purchased through AgriWebb.
- 6.2 **Changes to Fees.** AgriWebb or its Authorised Reseller (as applicable) may adjust the Fees for the Software and Services at its discretion:
 - (a) on at least 30 days' written notice to Customer prior to renewal of Customer's subscription; or
 - (b) in response to a request for:
 - (i) a change to Customer's subscription plan; or
 - (ii) new Services.

To avoid doubt, Customer is under no obligation to agree to any adjusted Fees proposed by AgriWebb. AgriWebb does not set, or control changes to, the price of Third Party Offerings. If Customer does not agree to any such adjusted Fees, Customer is not entitled to receive the Software, Services or Marketplace Offerings the subject of those adjusted Fees (and, where applicable, must elect not to proceed with its renewal or purchase). Customer's continued use of the Software, Services or applicable Marketplace Offering constitutes acceptance by Customer of such adjusted Fees.

- 6.3 **Free trials and promotions.** Free trials, promotional pricing and other AgriWebb or Authorised Reseller offers (as applicable) are available for a limited time only and may not be combined.
- 6.4 **Invoicing and payment.** AgriWebb or its Authorised Reseller (as applicable) will issue a tax invoice to Customer in respect of the Fees. Customer must provide debit or credit card information to purchase a subscription to the Software, Services or Marketplace Offerings. Customer's debit or credit card will be automatically charged to pay each tax invoice unless AgriWebb or its Authorised Reseller (as applicable) has approved payment on receipt of invoice (in which case, Customer must pay the tax invoice within 14 days of receipt without set off or deduction and in immediately available funds).
- 6.5 **Late payment.** If Customer fails to pay any Fees (not disputed in accordance with clause 17.1) by the due date for payment and still fails to make payment within 3 days of being notified of same in writing by AgriWebb or its Authorised Reseller (as applicable):
 - (a) AgriWebb may suspend access to and use of the Software, Services or Marketplace Offerings that has not been paid for from the expiry of the 3-day notice period; and
 - (b) AgriWebb or its Authorised Reseller (as applicable) may charge interest on the undisputed and unpaid Fees at a rate equal to the Secured Overnight Financing Rate (SOFR) + 5% per annum (compounding daily) from the original due date for payment,

in each case, until payment is received in full by AgriWebb or its Authorised Reseller (as applicable).



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6.6 Verification. AgriWebb may, at any time through its own systems, audit Customer's use of the Software, Services and compliance with the Agreement. AgriWebb may also, on 14 days' notice, conduct an audit of Customer's devices, systems, Users and premises for the same purposes and Customer must provide all access to relevant devices, systems, Users, records, and premises reasonably requested by AgriWebb in connection with any such audit. AgriWebb will bear the costs of any such audit unless the audit reveals that Customer has used, or permitted the use of, the Software, Services or Marketplace Offerings in breach of the Agreement (including in excess of any limitations in Customer's subscription plan or the applicable Order), in which case, AgriWebb may at its option require Customer to:

- (a) pay for its use of the Software, Services or Marketplace Offerings in excess of the applicable subscription plan or Order limitations in arrears;
- (b) purchase any new, additional or updated subscriptions, licences, Services or Marketplace Offerings required for Customer's actual use of the Software, Services and Marketplace Offerings (immediately or upon renewal);
- (c) take all other steps required to remedy the breach of the Agreement and prevent its recurrence at its own cost; and
- (d) reimburse AgriWebb for its reasonable out-of-pocket costs of the audit.

6.7 No refunds for lower use. Customer is not entitled to any refund or discount to the Fees paid if:

- (a) Customer's use of the Software, Services or Marketplace Offerings is lower than the maximum limitations in Customer's subscription or Order; or
- (b) Customer elects to downgrade, reduce or remove any part of its subscription to the Software, Services or Marketplace Offerings prior to the expiry of the applicable subscription term.

Notwithstanding the above, Customer may contact AgriWebb at any time to discuss changes to Customer's subscription plan, provided that any such proposed changes will not take effect until the renewal of the Software, Services or Marketplace Offerings.

6.8 Taxes. The Fees are exclusive of all Taxes. Customer must pay any applicable Taxes in addition to the Fees.

7 Intellectual Property Rights

7.1 Ownership. All Intellectual Property Rights in and to the Software, Services, and Derivative Materials including in any copy, modification, enhancement, configuration, derivative work or improvement of the Software, Services or Derivative Materials, vests or remains vested with AgriWebb or its licensors at all times. If any such Intellectual Property Right vests in Customer or Users, Customer hereby assigns and must procure that each User assigns, that Intellectual Property Right to AgriWebb with immediate effect.

7.2 No other rights. Neither Customer nor any User receives any right, title or interest in or to the Software or Services other than the express right to install, access and/or use the Software or Services under clause 3.1 or 4.1.

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7.3 Notice of infringement. Customer must immediately notify AgriWebb in writing upon becoming aware of any:

- (a) infringement or unauthorised use of the Software or Services by any person, including any User; or
- (b) Claim by any person that use of the Software or Services by Customer in accordance with the Agreement infringes any Intellectual Property Right owned by that person.

7.4 Remediation. If the Software or Services is the subject of an Intellectual Property Rights Claim, AgriWebb may (at its cost and option) either:

- (a) procure the right for Customer to continue using the Software or Services;
- (b) modify the Software or Services such that it no longer infringes the relevant Intellectual Property Rights; or
- (c) terminate the Agreement with immediate effect if neither clause 7.4(a) or 7.4(b) are practicable, in which case clause 16.2 will apply.

7.5 Feedback. Customer or Users may elect to provide AgriWebb with Feedback at their sole discretion. Customer acknowledges and agrees that AgriWebb may in its sole discretion retain and freely use, incorporate or otherwise exploit any such Feedback without restriction, compensation or attribution to the source of the Feedback.

8 Data and Derivative Materials

8.1 Rights. As between AgriWebb and Customer, all right, title and interest in the Customer Data remains vested in Customer. To avoid doubt, where Customer is a provider of a Scheme or Complementary Services, all data entered into the Software or provided to AgriWebb in connection with Services under a Scheme by or on behalf of:

- (a) Customer or its Users is the Customer Data of Customer; and
- (b) Scheme Participants or the recipients of those Complementary Services is the data of those Scheme Participants or recipients, and Third Party Data (governed by clause 8.4) for the purposes of Customer and the Agreement.

8.2 Licence. Customer:

- (a) grants AgriWebb, its sub-processors and their respective Personnel, the right to Process the Customer Data; and
- (b) warrants that it has obtained all Consents from individuals, Users and other third parties necessary to enable AgriWebb, its sub-processors and their respective Personnel to lawfully Process the Customer Data,

in each case, as contemplated by the Agreement.



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8.3 Third Party Offerings. If Customer elects to acquire Third Party Offerings which require the Third Party Providers to Process the Customer Data (whether stored in the Software or otherwise made available), then Customer acknowledges and agrees that:

- (a) the licence and warranty in clause 8.2 extends to AgriWebb's disclosure of the Customer Data to those Third Party Providers for Processing in the course of providing those Third Party Offerings;
- (b) Customer must enter into its own agreement with the Third Party Provider which specifies how the Third Party Provider may Process the Customer Data;
- (c) Customer must ensure that the Customer Data it discloses to Third Party Providers (whether through the Software or otherwise) is true and accurate; and
- (d) AgriWebb has no control over, and is not responsible for the Processing of the Customer Data by, any Third Party Provider.

8.4 Third Party Data. Customer must access, use and disclose any Third Party Data stored in or otherwise available via the Software:

- (a) only with the prior written consent of the owner or controller of that Third Party Data; and
- (b) as though that Third Party Data is the Confidential Information of AgriWebb under clause 10.

Any right of Customer to Process Third Party Data comprised in Data Services is governed by clause 4.

8.5 Derivative Materials. Customer acknowledges that AgriWebb may at its discretion:

- (a) create Derivative Materials, including by processing, compiling, combining with other information or data, conducting data analytics, developing and manipulating the Customer Data;
- (b) use Customer Data and Derivative Materials for its internal business purposes, including to develop, train and improve its Software, Services or other commercial offerings (including any current or future offerings based on artificial intelligence);
- (c) disclose and commercialise the Derivative Materials (including as part of Data Services or Software) provided that those Derivative Materials do not incorporate the Customer Data in a form that could reasonably identify Customer or any individual without Customer's prior consent; and/or
- (d) use information about Customer, Users and their use of the Software or Services, for the purposes of billing, capacity planning, compliance, improving the Software or Services, detecting and addressing threats to the functionality, security, integrity and availability of the Software or Services, detecting and addressing breaches of the Agreement, in accordance with AgriWebb policies and/or to resolve Customer's service requests.

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9 Privacy and Data security

9.1 Privacy. Each party must comply with all applicable Privacy Laws in Processing any Personal Data in connection with the Agreement.

9.2 Data Security. AgriWebb implements appropriate technical and organisational security measures to protect the Customer Data stored on the servers of AgriWebb and its sub-processors against loss, unauthorised access, modification and disclosure (**Data Breach**), including by:

- (a) not disclosing the Customer Data except to its sub-processors, Third Party Providers, and their respective Personnel, and for purposes contemplated by the Agreement; and
- (b) maintaining appropriate business continuity and disaster recovery measures for the Software.

Customer is responsible for the security of Customer Data stored on its devices.

9.3 Backups. AgriWebb regularly backs up Customer Data stored on the servers of AgriWebb and its sub-processors. Customer is responsible for regularly backing up all Customer Data that is stored on its devices and acknowledges that:

- (a) this includes Customer Data that has not been synchronised to, and received by, the servers of AgriWebb and its sub-processors (e.g. when Customer's device is offline or out of signal range); and
- (b) AgriWebb cannot backup or recover Customer Data that has not been synchronised to, and received by, the servers of AgriWebb and its sub-processors.

9.4 Data Breaches and Cyber Incidents. If either party becomes aware of any actual or suspected Data Breach or Cyber Incident affecting the Customer Data, Software or Services:

- (a) that party must promptly notify the other party in writing, including in such notice all known details of the actual or suspected Data Breach or Cyber Incident;
- (b) AgriWebb must provide Customer with information and assistance reasonably required by Customer to investigate and assess the actual or suspected Data Breach (at Customer's cost unless the Data Breach or Cyber Incident results from AgriWebb's breach of this clause 9);
- (c) Customer is solely responsible for determining whether the actual or suspected Data Breach or Cyber Incident is notifiable under applicable Laws, subject to clause 9.4(e);
- (d) Customer must not reference AgriWebb, its Affiliates, the Software or Services in any subsequent notification or communication relating to the actual or suspected Data Breach or Cyber Incident without AgriWebb's prior written approval (not to be unreasonably withheld) as to the form and content of the reference; and
- (e) AgriWebb may make a notification or communication about the Data Breach or Cyber Incident if Customer fails to do so and AgriWebb is required to do so under applicable laws.

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9.5 DPA. The DPA applies in addition to this clause 9 to the extent Customer's use of the Software or Services involves AgriWebb Processing Personal Data of Users domiciled in the United States, the European Union, Switzerland or the United Kingdom.

10 Confidential Information

10.1 Confidentiality. Each party (**Recipient**) must keep confidential and must not use, copy or disclose any Confidential Information of the other party (**Discloser**) except as permitted by this clause 10.

10.2 Permitted use. The Recipient may use Confidential Information of the Discloser to the extent necessary to exercise its rights and perform its obligations under the Agreement.

10.3 Permitted disclosures. The Recipient may disclose Confidential Information of the Discloser:

- (a) to the Affiliates, Personnel (including, where AgriWebb is the Recipient, Authorised Resellers and Third Party Providers), subcontractors and professional advisors of the Recipient who need to know the Confidential Information for the purposes of the Agreement and who are bound by obligations of confidence as stringent as those in this clause 10;
- (b) in enforcing the Agreement or in a proceeding arising out of or in connection with the Agreement;
- (c) if required under any Law;
- (d) as required or permitted by the Agreement; or
- (e) with the Discloser's prior written consent.

10.4 Publicity. Customer agrees that AgriWebb may:

- (a) disclose to third parties the fact that Customer has entered into the Agreement with, and is a customer of, AgriWebb; and
- (b) use other information about Customer and its use of the Software or Services (subject to obtaining Customer's prior consent),

in any marketing or other material used by AgriWebb, including case studies.

11 Disclaimer and non-excludable terms

11.1 Disclaimer. To the extent permitted by Law (including Consumer Protection Law), AgriWebb excludes all conditions, warranties and guarantees other than those expressly set out in the Agreement. Without limitation, AgriWebb does not represent or warrant:

- (a) the accuracy, currency, reliability or quality of the Software, Services, Third Party Offerings or any advice, suggestions, recommendations or other information contained within or results derived from the Software, Services or Third Party Offering;
- (b) that the Software, Services, Third Party Offerings or any advice, suggestions, recommendations or other information contained within or results derived from the Software,



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Services or Third Party Offerings are continuous, free from errors or omissions, security risks or exhaustive; or

- (c) that the Software, Services, Third Party Offerings or any advice, suggestions, recommendations or other information contained within or results derived from the Software, Services, or Third Party Offerings are fit for a particular purpose or meet the requirements of Customer or Users.

11.2 Non-excludable terms. If any condition, warranty or guarantee cannot be excluded at Law (including under Consumer Protection Law), then to the extent permitted by Law, AgriWebb's liability for breach of such condition, warranty or guarantee is limited (at AgriWebb's option) in the case of:

- (a) Software, to the repair or replacement of the Software, supply of equivalent software or payment of the cost of the same; and
- (b) Services, to resupply of the Services or payment of the cost of the same.

12 Representations

12.1 Mutual representations. Each party represents and warrants to the other party that:

- (a) it has full power and authority to execute and perform its obligations under the Agreement; and
- (b) the Agreement is valid, binding and enforceable in accordance with its terms.

12.2 Customer representations. Where Customer is a corporation, partnership or other entity and this Agreement has taken effect via a natural person, Customer represents and warrants that the natural person who was responsible for such registration is duly authorised to bind Customer and can provide evidence of such authority upon request.

13 Indemnities

13.1 AgriWebb indemnity. AgriWebb indemnifies Customer against any Loss suffered or incurred by Customer arising out of or in connection with a Claim by a third party that use of the Software by Customer in accordance with the Agreement infringes any Intellectual Property Rights owned by that third party in the jurisdiction in which AgriWebb is domiciled (**IP Claim**), except to the extent that the IP Claim is caused or contributed to by Customer, any User, Third Party Offering or Scheme.

13.2 Customer indemnity. Customer indemnifies AgriWebb and its Affiliates against and must pay on demand any Loss suffered or incurred by any of them arising out of or in connection with:

- (a) a Claim by any third party relating to the Processing of any Customer Data in accordance with the Agreement;
- (b) a Claim by Customer or any User or other third party (including any Scheme Participant) relating to the use or reliance on any output of the Software or Services by Customer or Users; or

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- (c) any breach by Customer of clause 3.2, 4.2, 5.3(d) or 8.2(b) except to the extent that the Claim or breach is caused or contributed to by AgriWebb.

13.3 Conduct of claims. The indemnification obligation of a party (**indemnifying party**) under clause 13.1 or 13.2 in respect of any third party Claim is subject to the other party:

- (a) promptly notifying the indemnifying party of the third party Claim;
- (b) permitting the indemnifying party to control the defence of the third party Claim, unless the parties agree otherwise in writing in respect of a Claim made by a Scheme Participant; and
- (c) providing (at the indemnifying party's cost) all information and assistance reasonably requested by the indemnifying party in connection with the defence of the third party Claim.

13.4 Sole and exclusive remedy. Without prejudice to the termination rights of each party:

- (a) clause 13.1 and, where applicable, clause 7.4, sets out Customer's sole and exclusive remedy in respect of the matters indemnified by AgriWebb; and
- (b) clause 13.2 sets out AgriWebb's sole and exclusive remedy in respect of the matters indemnified by Customer.

14 Limitations and exclusions of liability

14.1 Force Majeure Events. A party is not liable for any delay in, or any failure to perform, its obligations under the Agreement to the extent the delay or failure is caused by a Force Majeure Event.

14.2 Third Party Offerings. The Software or Services may contain, integrate with, receive from, provide links to, complement, facilitate, deliver or support Third Party Offerings. Customer agrees that:

- (a) it accesses, uses and relies upon any Third Party Offerings at its own risk; and
- (b) AgriWebb excludes all liability for Claims and Losses arising out of or in connection with such access to or use of Third Party Offerings.

14.3 Limitation of liability. In no event will the aggregate liability of a party for all Claims and Losses arising out of or in connection with the Agreement in any Year exceed an amount equal to the Annual Agreement Value, subject to clauses 14.5, 14.6 and 14.7.

14.4 Exclusion of liability. In no event will either party be liable for any Consequential Loss arising out of or in connection with the Agreement.

14.5 Loss of Customer Data. AgriWebb's sole and exclusive liability to Customer for Claims relating to Customer Data that is lost or corrupted from AgriWebb's servers is limited to the recovery or restoration of Customer Data lost or corrupted as a result of AgriWebb's breach of the Agreement, at AgriWebb's cost, from the last available backup taken by AgriWebb. AgriWebb otherwise excludes all other liability for loss or corruption of Customer Data.

14.6 Unlimited liabilities. Clause 14.3 does not apply to, and shall not limit:

- (a) the indemnities given by Customer in clauses 13.2(a), 13.2(b) and 13.2(c);



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- (b) any obligation to pay Fees that are due and payable; or
- (c) a party's liability for any matter in respect of which liability may not be limited at Law.

14.7 Operation. The limitations and exclusions of liability in the Agreement apply to the maximum extent permitted by Law and whether Claims arise from breach of contract, tort (including negligence) or under any other theory of liability.

15 Term, suspension and termination

15.1 Term. The Agreement commences in accordance with clause 1.2 and continues in force until terminated in accordance with its terms.

15.2 Auto-renewal. If Customer purchases a subscription to the Software or Services, on expiry of the subscription term, Customer's subscription will automatically renew (at Fees notified to Customer under clause 6.2) for successive further subscription terms unless Customer:

- (a) provides notice of non-renewal at least 20 days prior to expiry of the then current subscription term; or
- (b) elects to downgrade, reduce or remove any part of its subscription to the Software or Services, in which case those changes will take effect from the commencement of the renewed subscription term (at Fees notified to Customer under clause 6.1).

If Customer has an annual (or longer) subscription, AgriWebb will give Customer at least 30 days' advance notice of the upcoming expiry date.

15.3 Suspension. AgriWebb may on written notice to Customer suspend or limit Customer's access to and use of the Software or Services:

- (a) during any period in which Customer is in breach of the Agreement, provided that AgriWebb notified Customer of the breach in writing and Customer failed to remedy the breach within 5 days of receiving that notice; and
- (b) to the extent necessary to:
 - (i) conduct scheduled and emergency maintenance of the Software or Services; or
 - (ii) protect the integrity and security of the Software or Services.

If any suspension under this clause 15.3(b) not caused or contributed to by Customer continues for more than 30 days, Customer may terminate the Agreement.

15.4 Termination for convenience. Either party may terminate the Agreement for convenience by giving at least 30 days' written notice to the other party.

15.5 Termination for cause. Either party may terminate the Agreement with immediate effect by giving written notice to the other party if the other party:

- (a) commits a material breach of the Agreement which is irremediable or not remedied within 14 days after receiving written notice requiring it to be remedied. Any breach by Customer of

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clause 3.1, 3.2, 4.1, 4.2, 6.4, 8.2(b), or any breach by either party of clauses 9.1 or 10, is a material breach for the purposes of this clause 15.5(a); or

(b) suffers an Insolvency Event, provided that such termination is permitted by applicable Law.

15.6 Termination for variation. If any amendment to the Agreement made under clause 18.3 adversely affects Customer, then Customer may terminate the Agreement with immediate effect by giving written notice to AgriWebb within 30 days of receiving notice of the amendment.

16 Consequences of termination

16.1 General consequences. On termination of the Agreement for any reason:

- (a) all rights granted to Customer under the Agreement cease, subject to clause 16.3;
- (b) Customer must delete from its devices and cease accessing and using the Software and Services, including destruction of all Documents and all data, insights and materials provided through the Data Services in its possession;
- (c) AgriWebb may remotely access, remove and/or cease providing Customer with the Software and Services; and
- (d) Customer must, within 30 days of termination, pay to AgriWebb all Fees due and payable as at the date of termination.

16.2 Refunds. Customer is not entitled to any refunds of Fees already paid or payable as at the date of termination of the Agreement except where:

- (a) Customer terminates under clause 3.4, 15.3, 15.5, or 15.6; or
- (b) AgriWebb terminates under clause 7.4(c),

in which case, AgriWebb will refund any Fees prepaid by Customer in respect of the period following the date of termination on a pro rata basis.

16.3 Data export. For up to 30 days following termination of the Agreement, Customer is entitled (following a written request to AgriWebb) to export any Customer Data that remains in the Software. Thereafter, AgriWebb has no obligation to retain any information relating to Customer (including Customer Data) and all such information may be irretrievably deleted by AgriWebb.

16.4 Survival. Clauses 3.2, 6.6, 7.1, 8.5, 10, 11, 13, 14, 16 to 19 and any other clauses which should by their nature survive termination of the Agreement, survive termination of the Agreement for any reason.

17 Disputes and notices

17.1 Disputes. Neither party may commence any court or arbitration proceedings relating to a Dispute (except to seek urgent interlocutory relief) unless it has first complied with clause 17.2.

17.2 Notice and resolution. A party claiming that a Dispute has arisen must promptly notify the other party in writing giving details of the Dispute. The parties:

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- (a) must use reasonable endeavours to resolve any Dispute for a period of 14 days following notification; and
- (b) if the parties are not able to resolve the Dispute in accordance with clause 17.2(a), may agree to refer the Dispute to alternative dispute resolution (the costs of which will be borne by the parties equally).

17.3 Provision of notices. Any notice, demand, consent or other communication (**Notice**) given or made under the Agreement:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the address or email address last notified by the intended recipient to the sender after the date of the Agreement; and
- (c) will be conclusively taken to be duly given or made when delivered, received or left at the above address or email address. If delivery or receipt occurs on a day that is not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

18 General

18.1 Entire agreement. The Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter, to the extent permitted by applicable Law (including Consumer Protection Law).

18.2 Inconsistency. In the event of any inconsistency between the terms of any Order, the DPA (if applicable) and this Customer Agreement, the terms of the document listed first prevails to the extent of the inconsistency.

18.3 Amendment. AgriWebb may amend the terms of the Agreement (other than the Fees, subject to clause 6.2) from time to time, including to reflect changes in market conditions, the Software, Services, technologies, payment methods or Law. AgriWebb or Authorised Reseller (as applicable) will:

- (a) provide prior written notice of any such amendment at least 30 days prior to the amendment coming into effect; and
- (b) (where applicable) post the amended version of this Customer Agreement at <https://www.agriwebb.com/customer-agreement>.

Customer's continued use of the Software or Services constitutes acceptance by Customer of any such amendment to the Agreement, subject to clause 15.6. The parties may also agree amendments to the Agreement in writing.

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- 18.4 Transfers.** Neither party may assign or novate its rights or obligations under the Agreement without the other party's prior written consent (which must not be unreasonably withheld). Without limiting the foregoing, Customer consents to AgriWebb assigning or novating the Agreement to any:
- (a) Affiliate; or
 - (b) purchaser of all, or substantially all, of the shares or assets of AgriWebb or its Affiliates.
- 18.5 Further assurances.** Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of the Agreement and the transactions contemplated by it.
- 18.6 Waiver.** No failure to exercise or delay in exercising any right, power or remedy under the Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- 18.7 Remedies cumulative.** The rights, powers and remedies provided to a party in the Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by Law or equity or any agreement.
- 18.8 Severability.** Any provision of the Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of the Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- 18.9 Third party rights.** No person other than AgriWebb and Customer:
- (a) has any right to enforce any term of the Agreement whether under Law or otherwise; or
 - (b) must consent to any variation or rescission of the Agreement.
- 18.10 Costs and duty.** Each party must bear its own costs arising out of the negotiation, preparation, execution and performance of the Agreement (unless expressly specified otherwise).
- 18.11 Governing law and jurisdiction.** The Agreement is governed by the Laws of:
- (a) England and Wales if Customer is domiciled in the United Kingdom or European Union;
 - (b) Delaware, if Customer is domiciled in North America or Latin America (including Brazil); and
 - (c) New South Wales, Australia if Customer is domiciled in any other jurisdiction.

Each party irrevocably accepts the non-exclusive jurisdiction of courts with jurisdiction in the location determined by clauses 18.11(a) to 18.11(c) and waives any right to object to the venue on any ground.

19 Definitions and Interpretation

- 19.1 Definitions.** The following definitions apply unless the context requires otherwise.



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Affiliate of a party means an entity that Controls, is Controlled by, or is under common Control with that party.

Agreement means this Customer Agreement, an Order and (if applicable) the DPA.

AgriWebb means, if Customer is domiciled in:

- (a) the United Kingdom or European Union, AgriWebb UKEU Limited (company no. 13735416);
- (b) North America or Latin America (including Brazil), AgriWebb Corp. (no. 7754932); and
- (c) any other jurisdiction, AgriWebb Australia Pty Ltd (ABN 79 643 115 815).

AgriWebb Marketplace means the AgriWebb Marketplace for Marketplace Offerings accessible at: <https://portal.agriwebb.com/accounts/marketplace>.

AgriWebb Offering means content, advice, data, products, software, functionality or services owned or controlled by AgriWebb and made available on or through the AgriWebb Marketplace.

AgriWebb Website means the website at <https://www.agriwebb.com>.

Annual Agreement Value means, in any Year, the total Fees paid by Customer and that would be payable by Customer in that Year if the parties were to perform all of their respective obligations in accordance with this Agreement.

Authorised Reseller means an entity that AgriWebb has authorised to resell the Software to customers under and in accordance with this Customer Agreement.

Claim means any demand, claim, action or proceeding, however arising and includes the allegation of a claim.

Complementary Services means banking, finance, insurance, research, genetics or any other services which complement the Software and Customer's business activities.

Confidential Information of a party means all information of a confidential nature relating to the business or affairs of that party or its Affiliates, including its dealings, operations, products, services, customers, suppliers, Personnel and Intellectual Property Rights, in any form whether tangible or not and whether visible or not, disclosed or communicated by that party to the other, or learnt or accessed by, or to which the other party is exposed as a result of entering into the Agreement and:

- (a) in the case of AgriWebb, includes the Fees, Software, Services, AgriWebb Offerings, Third Party Data and Derivative Materials (subject to clause 8.5(c)); and
- (b) excludes any information that is in the public domain other than as a result of a breach of confidence.

Consents means any licences, clearances, permissions, certificates, permits, authorities, declarations, exemptions, waivers, approvals or consents.

Consequential Loss means any:

- (a) loss of profits, loss of revenue, loss of or damage to reputation, loss of or damage to goodwill, loss of business opportunity, loss of management time, or damage to credit rating; and
- (b) any loss that does not arise naturally or according to the usual course of things from a breach of the Agreement or other event giving rise to liability, whether or not such loss was in the contemplation of both parties, at the time they made the Agreement, as the probable result of the relevant breach or other event.



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Consumer Protection Laws means all applicable laws governing consumer protection, including (where applicable) Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Control, in respect of a person, includes the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise, and includes the following:

- (a) direct or indirect ownership of more than 50% of the voting rights of such person; or
- (b) the right to appoint the majority of the members of the board of directors of such person (or similar governing body) or to manage on a discretionary basis the assets of such person.

Customer means the person specified as such in the applicable Order. To avoid any doubt, if a natural person enters into an Order and is an officer, employee, contractor or agent of a corporation, partnership or other entity, then that corporation, partnership or other entity will be Customer unless:

- (a) the natural person specifically requests to be Customer in their personal capacity under the Order; and
- (b) AgriWebb both accepts the Order and separately confirms in writing that it accepts the natural person as Customer in their personal capacity.

Customer Data means any data owned or controlled by Customer or its Users that is uploaded to, or Processed through, the Software, or otherwise provided to AgriWebb or its Personnel, by or on behalf of Customer or its Users. To avoid doubt, Customer Data excludes Third Party Data.

Cyber Incident means any unauthorised access to, modification or impairment of the Software, or any infrastructure on which the Software is hosted, which is affecting or may affect the availability, reliability, security or operation of the Software in any way.

Data Services means data analytics, data insights, data feeds and any other services relating to data (whether identifiable data sets, Customer Data, Third Party Data or Derivative Materials) offered by AgriWebb from time to time.

Derivative Materials means materials, data, insights, works or other things derived or created by or on behalf of AgriWebb from or by reference (wholly or partly) to the Customer Data.

Dispute means a dispute between the parties arising in connection with the Agreement.

Documents means all online documents, together with their accompanying supplemental information, relating to the Software made available to Customer by AgriWebb.

DPA means the AgriWebb Data Processing Addendum available at <https://www.agriwebb.com/legal/data-processing-addendum/>.

Feedback means input, comments or suggestions regarding the Software or Services, including regarding possible modifications, corrections, improvements or enhancements to or of the Software or Services.

Fees means the fees for supply of:

- (a) the Software, Services or Marketplace Offerings specified by AgriWebb in the applicable Order;
- (b) the Software specified by an Authorised Reseller.



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Force Majeure Event means an event or cause beyond the reasonable control of the party claiming force majeure, including any act of God, natural disaster, strike, riot, war, fire, explosion, storm, failure of power, utilities or communications networks.

GDPR means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (**EU GDPR**) as implemented by countries within the European Economic Area and the EU GDPR as retained as law in England and Wales by the *European Union (Withdrawal) Act 2018 (UK GDPR)* (as applicable to the Processing).

Insolvency Event means where:

- (a) a party ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;
- (b) a party becomes unable to pay its debts when they fall due, or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (c) a party becomes or is (including under legislation) deemed or presumed to be insolvent;
- (d) a party has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;
- (e) any composition or arrangement is made with any one or more classes of its creditors;
- (f) except for the purpose of solvent amalgamation or reconstruction, an order, application or resolution is made, proposed or passed for its winding up, dissolution, administration or liquidation;
- (g) a party enters into liquidation whether compulsorily or voluntarily; or
- (h) any analogous or comparable event takes place in any jurisdiction.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade marks, service marks, designs, patents, semi-conductor or circuit layout rights or trade secrets, (whether or not any of these are registered) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

Law means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, mandatory codes of conduct, writs, orders, injunctions and judgments.

Loss means any loss, damage, liability, cost (including all legal and other professional costs on a full indemnity basis), charge, expense, outgoing, or payment of any nature or kind.

Marketplace Offering means any AgriWebb Offering or Third Party Offering which may be viewed, purchased or downloaded from the AgriWebb Marketplace.

Order means an order for the Software, Services or Marketplace Offerings entered into by AgriWebb and Customer, including through:

- (a) a physical order form or other document referencing this Customer Agreement executed by AgriWebb and Customer; and
- (b) registration through the AgriWebb Website, a purchase through the AgriWebb Marketplace, or any other digital means.



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Participant Customer Agreement means the standard form AgriWebb Customer Agreement presented to a Scheme Participant as part of the registration process for the Software or Services.

Personal Data means information or an opinion about an identified individual or an individual who is reasonably identifiable, including "personal information" and "personal data" as defined in applicable Privacy Laws.

Personnel means in respect of a person any individual who is an employee, contractor, servant, or agent under the person's direct or indirect control.

Privacy Laws means all applicable Laws governing the Processing of Personal Data, including (where applicable) the *Privacy Act 1988* (Cth), GDPR and *California Consumer Privacy Act (2018)*.

Process means to collect, store, access, use, copy, adapt, modify, reformat, transform, disclose or perform any other set of operations on.

Scheme means an industry scheme, membership, or other arrangement for managers, farmers or ranchers of agricultural properties or other parts of the agricultural supply chain which is operated by Customer.

Scheme Participant is defined in clause 2.3(a).

Services means any support, implementation, training, data migration or other service not forming part of the Software, and includes Data Services.

Software means object code versions of the 'AgriWebb' application software modules that are the subject of Customer's free trial or subscription, including any related functionality provided via the internet as a service, AgriWebb Offerings provided through that software, Documents and Updates.

Tax includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding that is levied or imposed by a governmental agency, including GST, VAT and any related interest, penalty, charge, fee or other amount.

Third Party Offering means content, advice, data, products, software, functionality or services owned or controlled by third parties, including Complementary Services and Third Party Data (but excluding source and object code components of the Software owned or controlled by third parties).

Third Party Data means data owned or controlled by persons other than Customer or AgriWebb which is accessible in or through the Software (including through Third Party Offerings connected via API). To avoid doubt, Third Party Data excludes any part of the Software.

Third Party Provider means a third party provider of Third Party Offerings.

Update means any update or upgrade to the Software or Documents issued by AgriWebb from time to time.

User means any person who accesses or uses the Software or Services through Customer's subscription or account, including Personnel of Customer (for clarity, such Personnel may include providers of Complementary Services to Customer).

Year means a 12-month period commencing on the earlier of:

- (a) the date of Customer's registration for the Software; and
- (b) the start date set out in the applicable Order,

or an anniversary of that date.

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19.2 Interpretation. The following rules apply unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural, and the converse also applies;
- (c) nothing in the Agreement is to be interpreted against a party solely on the ground that the party put forward the Agreement or a relevant part of it;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- (f) a reference to an agreement or document (including a reference to the Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by the Agreement or that other agreement or document;
- (g) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (h) a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in visible or tangible form; and
- (i) mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.