



MASTER SERVICES AGREEMENT

Last Modified: March 14, 2023

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS IN THIS MASTER SERVICES AGREEMENT (“**AGREEMENT**”) CAREFULLY BEFORE CLICKING ON “ACCEPT” OR ACCESSING OR USING THE SERVICES (AS DEFINED BELOW). BY DOING SO, YOU ARE ENTERING INTO A BINDING LEGAL CONTRACT WITH THE ENTITY LISTED IN SECTION 17 BELOW. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, PLEASE DO NOT CLICK ON “ACCEPT”, ACCESS OR OTHERWISE USE THE SERVICES.

AT THIS TIME, OUR SERVICES ARE INTENDED FOR USE ONLY BY RESIDENTS OF CANADA, THE UNITED STATES AND AUSTRALIA (THE “**TERRITORIES**”). BY ENTERING INTO THIS AGREEMENT, YOU ARE REPRESENTING THAT YOU LIVE IN CANADA, THE UNITED STATES OR AUSTRALIA. IF YOU ARE NOT A RESIDENT OF ONE OF THE TERRITORIES, YOU ARE NOT PERMITTED TO USE OUR SERVICES. WE RESERVE THE RIGHT TO LIMIT THE AVAILABILITY OF OUR SERVICES, IN WHOLE OR IN PART, TO ANY PERSON, GEOGRAPHIC AREA, OR JURISDICTION WE CHOOSE, AT ANY TIME AND IN OUR SOLE DISCRETION.

This Agreement is between the entity listed in Section 17 below (“**DF**”) and you, as the customer (“**Customer**”), being the party who signs, agrees to, enters into, or accepts any request for Services (as defined below) of any kind executed or made between DF and the Customer, whether via an online form or other electronic means, or by paper copy, including, without limitation, any order form, sign up form, purchase order, click-through form, statement of work, work order, appendix, schedule, memorandum of understanding, or other agreement, document, record or instrument (each and all of the foregoing referred to in this Agreement as an “**Order Form**”, whether or not such Order Form incorporates this Agreement by reference). References to DF shall also, where the context requires, include any licensor, supplier, service provider, partner, joint venturer, affiliate, or other entity having a direct or indirect contractual or business relationship with DF and engaged in providing the Services (as defined below), or that may be engaged in providing the Services in the future (collectively, each a “**DF Service Provider**”).

Along with our Privacy Policy, this Agreement defines the legal relationship between DF and Customer.

By accepting this Agreement, the Customer warrants and represents that the Customer has the full legal authority of Customer to enter into this Agreement and bind Customer to its terms and conditions.

In this Agreement, references to “**Customer**” means any user accessing the Services through the Customer’s credentials or passwords, including third parties such as financial institutions, insurers, dealers, resellers, distributors, professional advisors or consultants (including agronomists and similar scientific or technical personnel), and any other parties comprising Customer, or which with the authority of Customer, or on Customer’s request or behalf, accesses the Services or Customer Data.

This Agreement shall govern the terms and conditions of all dealings between Customer and DF, whether written, oral or otherwise.

From time to time, Customer may order from DF the DF “Farm at Hand” software-as-a-service platform (“**Subscription Service**”) and/or any other products and services that DF sells (“**Other Services**”, and collectively with the Subscription Service, the “**Services**”). Customer may order the Subscription Services by a variety of means, including, without limitation, placing an order on the DF website, within the Farm at Hand application, directly through DF’s Sales or CSR teams, or any other available method. Customer may order Other Services by similar means. References to the Services shall, as applicable, include access to Customer Data and to software provided as a service.

The Services shall include all of DF’s products, services, materials, data and information that are provided to Customer, or to Customer’s affiliates or other entities designated by Customer or by DF, and shall also include



any of the Services provided by DF without charge, or made accessible in any way, in whole or in part, to Customer, as set forth in any Order Form or otherwise by agreement between Customer and DF.

Each Order Form provides for, among other things, the Services to be provided by DF to Customer. The Services may include a subscription to use the proprietary technology, software and services of DF, enabling Customer to have access to any or all of the Services as set forth in an executed Order Form or as otherwise ordered or requested by Customer, or made available to Customer by DF.

Customer agrees to contract electronically with DF and to be bound by all electronic contracts and transactions between Customer and DF (including this Agreement and any applicable Order Forms, whether online or in paper form). Customer, or its authorized users of the Services, may be required to confirm Customer's ongoing acceptance of this Agreement from time to time, including upon executing a new Order Form, or logging on to the Services.

Customer hereby confirms its acceptance of this Agreement, and consents to (i) the use of Customer Data as set out in this Agreement; (ii) in addition to regular correspondence and messages related to delivery of the Services, to being sent and receiving commercial electronic messages in the form of e-mails, direct messaging on social media platforms, SMS and other messaging to mobile devices and voice mail, or similar technical means, from DF (including DF's Affiliates, licensors or suppliers with which Customer does not have a current contractual or business relationship) related to the Services (including the services of DF's Affiliates, licensors and suppliers), and any other offerings, products, services, technological improvements or developments, or other matters which may be of interest to Customer; and (iii) the disclosure of Customer Data in accordance with Section 9 of this Agreement. The foregoing consents shall survive the expiry or termination of this Agreement, provided that Customer may opt out or unsubscribe from such commercial electronic messages at any time before or after termination of this Agreement, unless such messages are reasonably required by DF to provide the Services Customer has requested or ordered.

TERMS AND CONDITIONS:

1. DEFINITIONS

Capitalized words and phrases in this Agreement shall have the following meanings, unless otherwise expressly defined elsewhere in this Agreement, and there may be other defined terms also capitalized appearing elsewhere in this Agreement:

"Affiliate" means any entity controlling, controlled by or under common control with a party, where "control" means the ownership of at least 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity.

"Confidential Information" means any information whether oral, or written, of a secret, proprietary or confidential nature, concerning either Party or its business operations, and includes proprietary aspects of the Services and Customer Data.

"Customer Data" means information collected by DF about Customer and Customer's business activities, land and operations which is identifiable as being about Customer or its business activities, land and operations. For greater certainty, this excludes any Anonymized Data (as defined in Section 9 of this Agreement). Customer Data may include Personal Information (as defined in Section 10 of this Agreement).

"Intellectual Property Rights" means any and all intellectual property rights existing from time to time or in the future in any applicable jurisdiction under patent law, trade secrecy law, confidential or proprietary information law, copyright law, moral rights law, privacy law, publicity law, trade mark law, unfair competition law or unfair trade practices law, or other similar law, and shall include the decisions of courts of law and other public or regulatory authorities, and shall further include all rights to claim damages or other remedies with respect to the infringement, violation or misappropriation of any of the foregoing, and including all applications and rights to apply for registration of such intellectual property rights.



“Party” means either Customer or DF, and “Parties” means both Customer and DF.

“Person” means any individual, company, corporation, firm, partnership, joint venture, association, organization, trust, trade union, governmental body, public body or other legal entity in each case whether or not having a separate legal identity.

“Suspend” or “Suspension” will mean the act by DF of restricting or suspending access to the Services, including access to Customer Data.

2. TERM

a) Term of this Agreement: Unless otherwise agreed in writing by the Parties, and subject to termination as provided in this Agreement, the term of this Agreement shall commence on the date on which Customer accepts this Agreement and will continue indefinitely, provided that this Agreement shall expire in any event twelve (12) months after the last Order Form between the Parties has expired or has been terminated (“**Agreement Term**”).

b) Term of Services:

i) The initial term for the Subscription Services will commence on the date on which Customer orders the applicable Service, and it will continue for a period of twelve (12) months thereafter (the “**Initial Term**”).

ii) The term for each Other Service will commence on the date on which Customer orders the applicable Service, and continues until the date on which DF completes the provision of such service.

iii) If at the completion of the Initial Term, Customer decides to terminate any Order Form, and terminate the Subscription Services provided pursuant to such Order Form, Customer must provide DF with at least fifteen (15) days’ prior notice in writing before the expiry of the Initial Term or the then-current additional term of the Order Form, failing which the Order Form will automatically renew.

iv) Customer may cancel all Services or any particular portion of the Services pursuant to the foregoing. Additionally, Customer may cancel any or all Services at any time upon thirty (30) days’ notice in writing as long as all Services and work-in-progress has been paid in full by the Customer. In case of such cancellation, any Fees paid in advance will be pro-rated and unused fees will be reimbursed.

v) DF may, at its option, terminate this Agreement or any Order Form at any time with thirty (30) days’ notice in writing to the Customer. If DF terminates this Agreement or any Order Form, any Fees paid in advance will be pro-rated and unused fees will be reimbursed.

vi) Where so provided in any Order Form, and if applicable to the Services provided, if, during any one-year term, or a year of any longer term of more than one year, the Customer has fewer acres in a year than those that are currently included in the initial term or any additional term, then those acres will be adjusted accordingly on an annual basis for future years’ fee calculations. If the Customer gains acres in the future from the acres Customer has during a year in the initial term or any additional term, fees will be calculated for those additional acres based on that future current year rate.

vii) If any required payment is not made on time by Customer as agreed with DF then any discounts in this Agreement or any Order Form may be null and void, at the sole discretion of DF, and DF may exercise its rights under this Agreement arising from failure to pay.

3. SERVICES

a) The Services DF agrees to provide to Customer shall be as described in one or more Order Forms entered into by the Parties from time to time. An Order Form may define a “Scope of Services” which will describe and limit the Services DF agrees to provide or permit Customer to have access to. DF shall have no obligation to provide Services other than as described in a duly executed Order Form between the Parties, or outside the parameters of any stated Scope of Services.

b) The Subscription Services are provided on a subscription basis, and not sold. Customer does not own the Subscription Services. DF retains exclusively all rights not expressly granted to Customer under this Agreement.

c) The Subscription Services will be available to Customer on a commercially reasonable basis, less:

i) scheduled maintenance times, which, where reasonably possible, shall be scheduled outside regular business hours, and

ii) disruptions to the Subscription Services for force majeure or other reasons beyond the reasonable control of DF.

d) Where, as part of the Subscription Services, DF has agreed to host or archive Customer data or other Customer information, documents, records or materials of any kind (collectively, “**Customer Materials**”) on behalf of Customer, the following provisions will apply: DF will retain Customer Materials that DF has agreed to host or archive on behalf of Customer during the applicable Service Term and for one (1) month following the expiry or termination, howsoever caused, of the applicable Order Form regarding hosting or archiving Customer Materials, following which DF shall have no obligation to retain Customer Materials on behalf of Customer, and may delete or destroy such Customer Materials without further notice to Customer, and without any liability whatsoever to Customer. For the sake of clarity, DF shall have the right, but not the obligation, to retain the Customer Materials beyond the term set forth in the preceding sentence. Customer is strongly advised and recommended to carefully archive and maintain Customer’s own backups of Customer Materials, and Customer represents and warrants that it will do so and has done so, if applicable. In no event will DF be liable to Customer for any loss of Customer Materials, data or failure of Customer’s own backups.

e) During the term of any Order Form providing for the hosting or archival of Customer Materials as part of the Services, but not thereafter, DF will make commercially reasonable efforts to recover Customer Materials accidentally or inadvertently deleted, corrupted or lost by Customer if it is reasonably possible to do so, provided that such data recovery may require the payment to DF of additional fees and charges. DF provides no warranty, condition or guarantee that efforts to recover Customer Materials will succeed.

f) In the event DF receives a request or demand from Customer or any third party to preserve and/or produce Customer Materials or other records, documents or data related to Customer, DF will comply with all applicable laws and legal obligations related to such request or demand and may do so without any liability to Customer. Where permitted by law to do so, DF may inform Customer of any such request or demand from a third party. Any costs or expenses incurred by DF in complying with any such request or demand will be paid by Customer immediately.

g) Any suggestions Customer provides to DF with respect to the Services or any related or underlying software, or any changes or improvements to either the Services or such underlying software, shall immediately become the exclusive property of DF. All Intellectual Property Rights in any suggestions Customer provides are waived by Customer to the extent that Customer has such Intellectual Property Rights.

h) Customer acknowledges and agrees that certain aspects of the Services are, or may be, supplied by, provided by or made available by third parties and DF has no control over the actions of such third parties. DF shall have the right to terminate, without liability to Customer, all or any portion of the Services where the actions, errors or omissions of any one or more third parties make the Services or such portion thereof no

longer available or otherwise commercially unreasonable to provide. DF will make commercially reasonable efforts to provide Customer with notice of any termination or change pursuant to the foregoing, but Customer acknowledges and agrees that DF may not receive notice from such third parties and therefore may not be able to provide notice to Customer. If DF terminates any Services pursuant to this subsection 3(h), any fees paid in advance will be pro-rated and unused Fees will be reimbursed.

i) In the event DF is requested by Customer to render services, deliver products, or incurs costs in relation to matters not included in the Services, DF may invoice Customer at DF's then standard time and materials rate for such non-included service(s), provided DF is willing and available to perform such services and, where applicable, Customer's credit card is accepted for payment or, where acceptable to DF, Customer otherwise agrees to pay all such payments promptly as provided herein. DF expressly accepts no obligation to perform any such non-included services.

4. BILLING AND PAYMENT

a) DF will bill the Customer for, and the Customer shall pay, all charges specified in the Order Form or elsewhere in this Agreement and all government charges and applicable taxes relating to the Services. Except where DF has agreed to other arrangements, all payments to DF will be made in advance by cheque or debit, or, if approved by DF, credit card, and payment terms shall be as stated by DF. Customer authorizes DF to process any and all payments by the credit card provided by Customer or on its behalf, and Customer consents to DF's collection, use and disclosure of Customer's personal information for billing and payment purposes, and as reasonably required to provide the Services. Each Order Form will set out the applicable fees (the "**Fees**") for the Services set out in the Order Form. Invoices will be sent to Customer's billing address in the applicable Order Form and may be delivered by email. Email sent by DF to Customer will be deemed received immediately upon sending by DF unless DF receives a message stating that email to Customer has not been delivered. Customer agrees to maintain a valid and operational email address for the purposes of this Agreement. Customer's payments shall be due in full within thirty (30) days after delivery of each invoice, unless stated otherwise. Any and all Fees not paid when due shall bear interest at the lesser of 2% per month (compounded to 26.82% per year annually) or the maximum interest rate permitted by applicable law, calculated from the billing date, on any amounts not received by DF by the due date shown on the bill. Customer shall be responsible for any sales, use, PST or HST (where applicable), GST or comparable taxes assessed or imposed upon the Services provided or the amounts charged under this Agreement. DF reserves the right to increase the Fees on a year to year basis.

b) In this Section 4, "**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999* (in the Commonwealth of Australia), the Excise Tax Act (in Canada), or any other Act or law that imposes any goods and services tax, consumption tax or value added tax. Terms used in this Section 4 that are not otherwise defined in this Agreement have the meanings given to them in the relevant GST Act, and the relevant GST Act is based on the Customer's country of residence. Where the context requires, a reference to the "**Supplier**", "**Recipient**" or "**Payee**" in this Section 4 includes the representative member (or equivalent concept under the relevant GST Act) of a GST group in which the Supplier, Recipient or Payee, respectively, is a member.

c) All consideration provided for a supply made by the Supplier under this Agreement is exclusive of GST, unless it is expressed to be GST-inclusive. Where the Supplier makes a taxable supply to another party (the "**Recipient**") under or in connection with this Agreement, the Recipient must pay to the Supplier an additional amount equal to the GST payable on the supply. The Supplier must also provide the Recipient with any tax invoice (or equivalent) that is required under the GST Act.

d) Subject to an express provision in this Agreement to the contrary, any payment, amount, reimbursement or indemnity required to be made to a party (the "**Payee**") under this Agreement that is calculated by reference to a cost, expense, liability or other amount paid or payable by the Payee to a third party (the "**Expense**") will be calculated by reference to that Expense inclusive of GST, less the amount of any input tax credit which the Payee is entitled to claim on that Expense. The Payee is assumed to be entitled to a full input tax credit on

an Expense unless it demonstrates otherwise before the date that the payment, amount, reimbursement or indemnity is required to be made.

e) If, at any time, Customer is required under an applicable law to make a deduction, withholding or payment in respect of any taxes from any amount paid or payable to DF, Customer must: (i) notify DF of the obligation as soon as Customer becomes aware of it; (ii) ensure that the deduction, withholding or payment does not exceed the minimum amount required by the applicable law; (iii) pay to the relevant taxing authority the full amount of the deduction, withholding or payment by the due date and promptly deliver to DF a copy of any receipt, certificate or other proof of payment satisfactory to DF; and (iv) pay DF, at the time that the payment to DF is due, an additional amount equal to any deduction, withholding or payment (calculated before the withholding or deduction), that ensures that, after the deduction or withholding is made, DF receives a net sum equal to the sum DF would have received if the deduction or withholding had not been made. This subsection 4(e) is only applicable when the DF entity which is providing Services to a Customer in Australia is based outside of Australia.

5. CUSTOMER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

a) Customer agrees that it will comply in all respects with all provisions of this Agreement, including all documentation such as Order Forms incorporated into this Agreement, and including all obligations to pay money owing DF.

b) Customer agrees, and warrants and represents to DF that: (i) Customer has all requisite legal or corporate capacity, legal authority and all required approvals permitting Customer to enter into and be bound by this Agreement; (ii) by entering into this Agreement or by receiving the Services, or by providing Customer Data, Customer will not be in breach of any obligation or duty to any Person, whether legal, equitable, fiduciary or otherwise; (iii) all Customer Data provided by Customer will be legal and fully in compliance with this Agreement; and (iv) it is and will remain resident in one of the Territories.

c) Customer will comply with all acceptable use policies or other similar policies of DF posted or communicated to Customer from time to time.

d) Customer will access and use the Services for lawful purposes only and in accordance with terms and conditions of this Agreement. Without limitation, Customer will not, and Customer will not permit any of its users or any other Person to:

i) modify, translate, reverse engineer, decompile, disassemble, alter, copy, disseminate, distribute, publish or broadcast the Services or any related, included or associated Software, or create compilations or derivative works based on the Services or any such software, or assist or allow anyone to perform any one or more of those acts;

ii) remove, alter or obliterate any proprietary notices, labels, or marks on the Services;

iii) obtain by any means whatsoever information regarding the personal identification or password of any other Person who is a customer of DF;

iv) interfere with the Services, or any applications, software, programs, information, documents, records or data managed or stored by DF;

v) develop or use applications, software or programs at any time which adversely affect or impact other customers, the Services, the Internet, or any computer network;

vi) undertake or carry out any activity which actually or potentially creates liability or damage to DF, or damage to, or that interferes with the Services, DF's computer systems, DF's other customers, or any DF Service Provider (including any DF Service Provider with which Customer may not have a current business or contractual relationship);

vii) use, transmit or store anything obscene, illegal, tortious, defamatory, harassing or offensive, or which breaches or violates any law related to privacy, or which appropriates rights of personality, or which violates the rights of any individual with respect to their personal information or rights of privacy, or that constitutes hate literature or pornography, or that constitutes a chain letter, multi-level marketing arrangement or pyramid scheme, or which in any way violates or infringes copyright, moral rights, trademark, patent or other intellectual property rights of any kind of any Person;

viii) use the Services for any purpose which is contrary to the laws of any government or other legal authority having jurisdiction over DF or Customer, including using the Services for any purpose which constitutes a tort or breach of legal, fiduciary, equitable or other duty;

ix) use DF's systems, computers or networks for any purpose other than what is necessary for access to and use of the Services; or

x) use the Services as a service bureau, or to send or distribute unsolicited commercial electronic messages (commonly known as "spam"), or to send, receive or transmit any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, malware, or any other harmful or deleterious programs.

6. INTELLECTUAL PROPERTY RIGHTS

a) The Services and any related software are the exclusive property of DF or DF Service Providers, and are protected by intellectual property laws, including copyright law, and international treaties.

b) Subject to Customer's continued compliance with the terms and conditions of this Agreement, Customer receives only certain limited and nonexclusive rights to access the Services and use any related software on the terms and conditions set out in this Agreement.

c) Customer acknowledges and agrees that any Intellectual Property Rights which are developed, invented, reduced to practice, authored, discovered, made or created by either Party as a result of DF providing the Services or which are based on DF Confidential Information or based on pre-existing DF Intellectual Property Rights shall be owned exclusively by DF.

d) Nothing in this Agreement will be construed as granting to Customer any waiver, permission, license or other right except as expressly stated.

e) As between Customer and DF and except as otherwise provided in this Agreement, DF owns and retains all Intellectual Property Rights, including but not limited to copyrights, patent rights, invention rights and rights in confidential information and trade secrets in the Services, and moral rights are not waived.

f) The rights to all trade marks, logos, designs, tradenames and any other distinguishing or identifying marks of DF, DF Service Providers, as well as licensors or suppliers to any DF Service Provider are the exclusive property of their respective owners, all rights reserved, and no license to use any such marks is granted by this Agreement.

7. CONFIDENTIALITY

a) Each Party agrees to exercise no less than reasonable care to prevent the unauthorized use or dissemination of the other Party's Confidential Information and, except as stated otherwise in this Agreement, agrees to use the Confidential Information of the other Party only for purposes related to the performance of this Agreement. The following information shall not constitute Confidential Information:

(i) information which is generally known or available by publication, commercial use, or otherwise, or becomes generally known through no fault or breach of the Party receiving the information;

(ii) information which was known by the receiving Party prior to receiving the information from the other Party through no wrongdoing;

(iii) information which is independently developed by the receiving Party without the use of Confidential Information; or

(iv) information which is lawfully obtained from a third party without violation of a confidentiality obligation to the disclosing Party.

b) In addition to any disclosures of Customer Data and Personal Information (defined below) permitted by this Agreement, either Party may disclose the other Party's Confidential Information:

(i) if compelled to do so by a court or government agency having jurisdiction (provided that, unless prohibited by law from doing so, the Party subject to disclosure shall immediately notify the other Party so that the other Party may take steps to resist disclosure or obtain a protective order; and

(ii) to such service providers, subcontractors, agents, and dealers as may require Confidential Information for the performance of the Services, as long as such third parties have agreed to maintain the Confidential Information as confidential in a manner similar to that contemplated in this Agreement.

8. TERMINATION

a) This Agreement may be terminated by written notice of termination:

(i) by one of the Parties if the other Party materially breaches any of its obligations under this Agreement and the material breach is not cured within thirty (30) days of the breaching Party's receipt of notice of such breach;

(ii) by DF if Customer uses the Services in violation of the terms and conditions of this Agreement and such violation is not cured within five (5) days of delivery to Customer of notice of such violation, provided that where Customer's conduct constitutes a threat to the business, software or systems of DF, DF may immediately Suspend Customer's access to the Services, including to Customer Data, and such Suspension may continue for as long as the threat may persist; or

(iii) by DF, if Customer does not make timely payment of Fees or other amounts due under this Agreement or in accordance with any Order Form, or application for credit, and fails to cure such payment default within fifteen (15) days of delivery of written notice.

The above termination rights may also be exercised by a Party with respect to an individual Order Form.

9. DATA

a) Part of the Services includes access to data and information considered by the Parties to be useful and valuable, and obtained by DF and DF Service Providers from many sources, including, but not limited to, anonymous and aggregate farming and operational statistics and data from many sources, including DF's suppliers, licensors, service providers, contractors, customers, licensees and clients, including Customer. Customer therefore agrees that certain aspects of Customer Data may be made anonymous and not identifiable with Customer or an individual ("**Anonymized Data**") and then blended or mixed with any other data or information collected, stored or made available by DF or DF Service Providers ("**Aggregated Data**"). DF shall be at liberty to use, disclose, license, rent, sell, deliver and provide access to such Anonymized Data and/or Aggregated Data for any purpose, including on an ongoing basis after expiry or termination of this Agreement. Customer may revoke its consent to collection and use of Customer Data (other than Anonymized Data and Aggregated Data) at any time upon notice to DF, provided that Customer acknowledges and agrees that such revocation may impair or end the ability of DF to continue to deliver some or all of the Services to Customer, and DF shall have no liability to Customer as a result. DF is and will in the future be granted, and



hereby is granted, all necessary rights, permissions and licenses to use Customer Data to perform the Services required under this Agreement.

b) In addition to any disclosures of Customer Data set forth in the Privacy Policy (as amended from time to time), Customer hereby consents to the disclosure of Customer Data by DF to DF's Affiliates, licensors, suppliers, service providers, partners, subcontractors or other third parties for the purposes of:

(i) providing the Services under this Agreement;

(ii) Customer being sent and receiving commercial electronic messages in the form of e-mails, direct messaging on social media platforms, SMS and other messaging to mobile devices and voice mail, or similar technical means, from DF (including DF's Affiliates, licensors or suppliers with which Customer does not have a current contractual or business relationship) related to the Services (or the services of DF's Affiliates, licensors and suppliers), and any other offerings, products, services, technological improvements or developments, or other matters which may be of interest to Customer; and,

(iii) development, improvement or modification of the Services, or the products and services of DF's Affiliates.

c) Notwithstanding anything to the contrary in this Agreement: (i) DF shall be free to collect, use and/or disclose Customer Data that is publicly available for any purpose whatsoever to the extent such Customer Data becomes publicly available through no fault or breach by DF of this Agreement; and (ii) Customer consents to the exchange of Customer Data (including account and usage information) with DF Affiliates for the purpose of the Affiliates offering their products and services to the Customer.

10. PRIVACY

In order to receive the Services to be provided by DF from time to time under this Agreement, as further specified in any applicable Order Forms, Customer will be required to provide the Customer Data to DF. Some of the Customer Data will consist of personal, financial and demographic data about the Customer and Customer's business, as well as the location of the Customer's operations, livestock born, raised, bought and sold, crops planted, nutrients applied and soil and other field conditions. In some cases, this information may constitute personal information ("**Personal Information**") as defined under the Alberta or British Columbia Personal Information Protection Acts, the Personal Information Protection and Electronic Documents Act (Canada), the Privacy Act 1988 (Australia), or a similar privacy law in the United States, as it may be about the Customer, its personnel, employees, contractors, service providers or agents, or a third party as an identifiable individual, or, where Customer is a sole proprietor or individual partner, about Customer's business. In addition to any other collection, use and disclosure of Customer Data stated in this Agreement or DF's Privacy Policy (as may be amended from time to time), Customer hereby consents to the collection and use, and reasonably related disclosures, by DF of all Personal Information reasonably required by DF to provide the Services under this Agreement, as specified in any applicable Order Forms. Customer also hereby represents and warrants that to the extent that Customer provides DF with Personal Information about another individual, Customer has the full right and authority to provide such information for the purposes for which it is provided to DF. Customer warrants and represents that all information provided to DF will be, to the best of the knowledge of Customer, complete, up to date and accurate.

11. DISCLAIMERS AND LIMITATIONS OF LIABILITY

a) SUBJECT TO SUBSECTION 11(d), UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, PRODUCT LIABILITY OR OTHERWISE, SHALL DF OR ANY DF SERVICE PROVIDER BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL DAMAGES OF ANY CHARACTER, FOR ECONOMIC LOSS, LOST DATA, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR EQUIPMENT FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING FROM OR RELATED

TO THIS AGREEMENT, THE SERVICES, PRODUCTS OR AN ORDER FORM, EVEN IF DF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) UNDER NO CIRCUMSTANCES SHALL DF'S TOTAL LIABILITY UNDER THIS AGREEMENT OR ANY ORDER FORM OR OTHERWISE EXCEED THE TOTAL OF ALL FEES ACTUALLY PAID BY CUSTOMER TO DF UNDER THE APPLICABLE ORDER FORM DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIMS.

c) EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND PRODUCTS ARE PROVIDED STRICTLY "AS IS", "WHERE IS" AND "AS AVAILABLE". DF MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.

d) This subsection 11(d) applies solely to DF customers who are residents of Australia. If any warranty, guarantee, condition or term is implied or imposed by any applicable law and cannot be excluded (a "**non-excludable provision**"), and DF or a DF Affiliate is able to limit the Customer's or a Customer Affiliate's remedy for a breach of the non-excludable provision, then DF or DF Affiliate's liability, as the case may be, for breach of the non-excludable provision is limited exclusively (so far as applicable laws do not prohibit) to, at the DF or DF Affiliate's option, (a) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again, and (b) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired.

12. INDEMNITIES

a) Customer shall indemnify, defend and hold harmless DF and DF Service Providers, and their respective employees, directors, officers, contractors and agents (collectively, the **DF Indemnitees**", from and against any and all claims, actions, damages, losses or liabilities arising out of any action brought against a DF Indemnitee by a third party as a result of (i) Customer's use of the Services other than as strictly permitted by this Agreement, (except for a claim by a third party that the Services infringe, misappropriate or violate that third party's Intellectual Property Rights); and (ii) any breach by Customer of its obligations, representations or warranties under this Agreement. This subsection 12(a) shall not apply, and shall be deemed null and void, if the Customer is a resident of Australia and this Agreement is a "small business contract", as that term is defined under the Australian Consumer Law.

b) Subject to the limitations set forth in Section 11 above, DF will indemnify, defend and hold harmless Customer (and its affiliates and their respective employees, directors, officers, contractors and agents) against any claims, actions, damages, losses or liabilities arising out of any action brought against Customer by a third party as a result of the Services infringing a third party's Intellectual Property Rights, provided Customer is using the Services as intended and permitted by DF, and is in compliance with this Agreement and any applicable Order Form.

c) In the event that a third party restricts or enjoins Customer's use of the Services, or alleges any infringement, violation or misappropriation of such third party's rights, including but not limited to Intellectual Property Rights, by the Services or the actions of DF, DF shall have the right to obtain additional rights or licenses to allow the Customer to continue using the Services, or to modify the Services so that the third party's rights are no longer infringed, violated or misappropriated (or alleged to be), or to terminate the applicable Order Form or this Agreement.

13. ACCESS TO LANDS

Customer acknowledges that in order to provide the Services, DF may need to access the lands on which Customer's operations are located. Customer agrees to any such access by DF personnel as may be reasonably required for DF to provide the Services, as long as DF provides reasonable advance notice of

such access. Such advance notice need not be in writing and may be delivered orally by telecommunication, email, text or in person.

14. FORCE MAJEURE

DF is not responsible for the performance of, or in default of, any obligation or provision of this Agreement if delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, law, order of a court or other lawful authority, acts of civil or military authorities, terrorism, accidents, fires, epidemics, pandemic, natural disasters, or other catastrophes or events beyond DF's reasonable control.

15. NOTICES

a) All notices, consents and other communications under this Agreement shall be delivered in writing and may be delivered by courier or via email to an email address provided by DF (as set out in Section 17 below) or by Customer on an Order Form or otherwise. Notice sent by courier will be deemed delivered upon physical delivery, and notice sent by email will be deemed to be delivered the same business day or, if after normal business hours, the next business day.

b) Customer's address for notice and billing shall be as stated in the applicable Order Form. Customer agrees to provide a valid and operational email address which shall be continuously monitored for receipt of email messages, and to not change its use of any such email address provided to DF without first providing DF with 30 days' notice of such change. For the purposes of this Agreement, a change by Customer to its email address will include discontinuing, ceasing to regularly monitor (at least once per business day), or terminating such email address.

c) Either Party may change its email address upon 30 days' notice in writing to the other Party. The notice details for each DF entity set out in Section 17 below.

16. INTERPRETATION AND ENFORCEMENT

a) The governing law and venue (without regard to conflict of law rules or any other principles) under this Agreement will be as set out in Section 17, based on the DF contracting entity. Any claim by a party against the other party relating to the Services or this Agreement that are not resolved between the business representatives of the parties within thirty (30) days, must be referred to private and confidential mediation and, if the claim is still not resolved, binding arbitration. Mediation and arbitration, if necessary, will take place before a single mediator and a single arbitrator, under the rules set out in Section 17 below, based on the DF contracting entity. This paragraph does not apply to collection of any amounts the Customer may owe to DF or to the Customer's rights to make a complaint to any administrative authority that has jurisdiction over DF or the Services.

b) The section headings in this Agreement are solely for convenience and will not be considered in its interpretation.

c) Each Order Form made pursuant to this Agreement and accepted by DF is hereby incorporated by reference as if set forth in this Agreement and may be executed without any further amendment to this Agreement.

d) In the event of any conflict between this Agreement and any Order Form, or other document, record or policy of DF, or other agreement or understanding with DF, the provisions of this Agreement will prevail, except where such other provision is expressly stated to prevail or operate notwithstanding this Agreement.

e) In performing the Services, DF is an independent contractor and consultant, and neither DF nor its employees, dealers, agents or subcontractors shall be deemed to be partners, employees, agents or subcontractors of Customer.

f) DF may amend this Agreement or any Order Form, or amend or modify the Services, at any time upon thirty (30) days notice in writing (which may include email) to Customer of such. The continued use of the Services after such date will be deemed to constitute an acceptance by the Customer of the amended terms of this Agreement.

g) DF will not be bound by any terms or conditions included in any Order Form, or purchase order or other correspondence from Customer unless DF expressly accepts such terms or conditions in writing.

h) Customer acknowledges that a breach by Customer of this Agreement may cause DF irreparable harm from which no adequate remedy exists at law, and for which damages will not be an adequate remedy, and that upon any such breach or threatened breach, and notwithstanding any other provision of this Agreement, DF shall be entitled to injunctive relief in any court of competent jurisdiction without prejudice to any other right in law or equity and without the necessity of prior demand or proof of damage.

17. CONTRACTING ENTITIES

Customer's Place of Residence or Establishment	DF Contracting Entity	Governing Law and Venue	Mediation and Arbitration Rules	DF Notice Details:
Canada	Decisive Farming Corp.	Alberta, Canada	ADR Institute of Canada	Decisive Farming Corp. 334 2 nd St., Box 730 Irricana, Alberta T0M 1B0 Email: accounting.far@telus.com Attention: Carrie Sherlock
United States	TELUS Communications (U.S.) Inc.	New York, NY	American Arbitration Association	TELUS Communications (U.S.) Inc. c/o Decisive Farming Corp. 334 2 nd St., Box 730 Irricana, Alberta T0M 1B0 Email: accounting.far@telus.com Attention: Carrie Sherlock
Australia	Decisive Farming Corp.	Alberta, Canada	ADR Institute of Canada	Decisive Farming Corp. 334 2 nd St., Box 730 Irricana, Alberta T0M 1B0 Email: accounting.far@telus.com Attention: Carrie Sherlock

18. GENERAL PROVISIONS

a) Customer will not assign all or any part of this Agreement or an Order Form, without the prior written consent of DF, in its sole discretion. DF may assign or subcontract all or any part of its rights and obligations under this Agreement or the Services without notice to Customer or Customer's consent.



b) This Agreement will inure to the benefit of and will be binding on and enforceable by Customer and DF and their respective successors and permitted assigns.

c) If any part of this Agreement is void, prohibited or unenforceable, such part will be severed from this Agreement, and the rest of this Agreement will continue in force and effect and will be construed as if such part as severed had never been part of this Agreement.

d) The failure of DF to exercise any right under this Agreement, or DF's failure to insist upon strict or full performance of Customer's obligations under this Agreement will not constitute a waiver of DF's rights hereunder or a relinquishment of any provision of this Agreement. In order to be binding upon DF, any such waiver must be express and in writing signed by DF. The rights of DF under this Agreement are cumulative and not alternative.

e) Any provision of this Agreement that, expressly or by its nature, extends beyond the termination of this Agreement will survive any termination of this Agreement. Without limitation, Sections 4, 8, 10, 11, 12, 13 and 14 shall survive any termination or expiry of this Agreement, howsoever caused, and shall continue in full force and effect.

f) Where this Agreement is executed in the form of a paper or hard-copy document, it may be executed in counterpart and all counterparts taken together shall constitute one and the same agreement. Copies bearing electronic signatures, and an accepted click-through version shall be deemed to be valid and originals. Either party may copy this Agreement following execution for electronic storage in a non editable format. The parties agree that, following the electronic storage of this Agreement, any hard copy printout which constitutes a complete and accurate replica of that electronically stored information shall constitute an "original" of this Agreement.

g) This Section 17(g) applies to U.S. government end-users. The Service is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. government end users acquire the Services with only those rights set forth therein.