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## TERMS OF USE

### GENERAL

These terms of use ("Terms of Use") are applied to any and all deliveries of GrainSense system, products and services between You (as defined below) and GrainSense Oy, a company existing under the laws of Finland, having its address at (Teknologiantie 7 B, 90590 OULU) ("GrainSense") or any of GrainSenses, representatives, resellers or other distributors ("Partner").

GainSense has developed and/or licensed the measurement technology and related services, and manufactures and/or sells (i) a product which enables customers to measure and analyse the protein and other compounds of a grain with a hand-held measurement device (the "Measurement Device"). GrainSense also provides (ii) value added services through a cloud based software solution (the "Cloud Service") as provided by GrainSense or its Partners from time to time. The Measurement Device and the Cloud Service and possible other services provided by GrainSense are jointly referred hereunder as the "Services".

"You" shall mean the entity or individual contracting hereunder in order to use the GrainSense Measurement Device and/or the Services. By using the Measurement Device and/or the Services You acknowledge and accept these Terms of Use and the Privacy Policy (<https://www.grainsense.com/faq>). GrainSense may process Your personal data for the purposes of providing the Services. More information on how GrainSense processes personal data can be found from the Privacy Policy.

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### MEASUREMENT DEVICE LICENSE TERMS

Upon purchasing the GrainSense Measurement Device, GrainSense grants You:

- (i) a limited, non-exclusive and non-transferable license to use the Measurement Device; and
- (ii) a right to use the results and analyses for your internal purposes.

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In order to use the Measurement Device, You must create your own individual account (the "User Account"). Creating the User Account requires an Internet connection. You are responsible for creating and installing the User Account and setting up the Measurement Device to the User Account. When the Measurement Device is set up for the first time, it will be calibrated and basic settings, measurement parameters and available updates will be installed. You are responsible for ensuring that the information you provide when creating the User Account is correct and that You do not share or disclose Your password with others.

Creating and using the User Account and using the Measurement Device without Subscription (as defined in Section 2 below) will not be subject to separate additional fees. All future updates and recalibrations of the Measurement Device require a paid Subscription. For that reason GrainSense does not guarantee that e.g. all future enhancements, improvements and new calibrations would be available without a paid Subscription.

You must ensure that You use the Measurement Device in accordance with applicable laws and export regulations.

## 2

### CLOUD SERVICE SUBSCRIPTION

#### 2.1

##### Subscription

When You have paid a subscription for the Cloud Service (the "Subscription") the following terms shall apply:

GrainSense shall invoice You for the Cloud Service annually in advance. The paid Subscription begins as soon as the relevant payment has been made by You and the applicable Subscription has been processed by GrainSense. Your Subscription continues until Subscription Termination (see Section 2.3 below). GrainSense reserves the right to adjust the prices or service fees of the Cloud Service from time to time in accordance with the then current price list of GrainSense. GrainSense will use reasonable efforts to inform You of the price or service fee adjustments in advance through the Cloud Service.

The Subscription and the use of the Cloud Service require a compatible smartphone with Internet access and connection which enables collection of location data and a Bluetooth connection. All smartphone models may not be compatible with the Measurement Device and/or

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the Cloud Service. Upon request, or through Cloud Service, GrainSense will from time to time notify the compatible smartphone models.

The collection and processing of location data is based on Your consent. You may consent to the collection of location data when You start using the Measurement Device or install the Cloud Service application. You may also use the Services without giving consent to the processing of location data. GrainSense recommends that You enable the collection of location data, as without such location data GrainSense is not able to provide You with a map of the results based on Your measurements and as GrainSense will neither be able to maintain and develop all the features of the Services for You. More information on how GrainSense processes Your location data and other personal data can be found from the Privacy Policy (<https://www.grainsense.com/faq>).

GrainSense may from time to time offer trial Subscriptions. Such Subscriptions are provided in accordance with these Terms of Use unless otherwise notified by GrainSense in writing. GrainSense offers the right to continue using the Cloud Service under the User Account used in such trial Subscription against Your payment of the relevant Subscription Fee.

If you Subscribe as a private individual or consumer, you have the right to cancel the Subscription within 14 days from the start of the Subscription. The notice of cancellation shall be made directly to GrainSense and to the contact details as listed below in these Terms of Use. All such paid Subscription Fees are refunded to You as an individual or consumer. Otherwise all Subscription Fees and other payments made hereunder are non-refundable.

## 2.2 Cloud Service

Upon Subscription You will receive the ordered value added services for the Measurement Device and you are able to save and utilize the measurement through the Cloud Service with using your smartphone.

GrainSense Cloud Service provides You, for the paid Subscription period, with:

- (i) a right to newest species calibrations; and
- (ii) Data storage, without limiting the number of measurements or amount of data stored through the application.

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## 2.3

### Subscription Termination

You may terminate Your Subscription through the Cloud Service or by contacting GrainSense directly. Your Subscription will end after the end of the paid Subscription period.

You may continue using the Cloud Service until the end of the paid Subscription period. Any paid Subscription Fees or other payments are non-refundable.

After the end of the Subscription period, You will not have access to the Cloud Service and You may not access any uploaded measurements or analyses. GrainSense reserves the right to delete all Your data from the Cloud Service four (4) months after the end of the paid Subscription period.

## 3

### GENERAL TERMS OF USE

#### 3.1

##### Use Limitations

You shall not:

- (i) reverse engineer, disassemble, or decompile the Measurement Device, the Services or any part thereof, except when, and to the extent, such restriction is expressly limited by applicable mandatory laws;
- (ii) copy, make public or disseminate software provided as part of the Measurement Device or Services;
- (iii) remove, alter, or deface any copyright indication or other notices of any proprietary rights or intellectual property rights from the Measurement Device or the Services;
- (iv) create or manufacture any products using the Measurement Device or the Services, or market or in any way distribute such products or services;
- (v) distribute, sublicense or otherwise transfer to any third party the Measurement Device or the Services unless specifically authorized herein;

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- (vi) bring any suit or otherwise assert a claim against GrainSense, its licensors or other customers before any court or administrative agency alleging that the Measurement Device or the Services or documentation, or any part thereof, or that the use, implementations or any other derivative works of the Measurement Device or the Services or documentation infringe any Intellectual Property Rights of any third party; and
- (vii) copy, export, re-export, sublicense, rent, loan, lease, disclose, sell, market, commercialise, re-license, otherwise transfer to any third party or use or permit use of the Measurement Device or the Services (or any portions thereof) in any manner inconsistent with or not expressly permitted by GrainSense.

## 3.2

### Intellectual Property Rights

All Services and the Measurement Device are proprietary products of GrainSense and/or its licensors, and the software, documentation and other materials are protected e.g. by copyright laws and international treaties. By installing and using the Services and/or the Measurement Device You acknowledge and accept to be bound by these Terms of Use.

GrainSense or its suppliers own and retain all rights not expressly granted in these Terms of Use, including without limitation the title and interest to and in the Measurement Device and the Services and all accompanying material and all intellectual and industrial property rights and other proprietary rights. GrainSense neither grants nor otherwise transfers any rights of ownership or copyrights in the Measurement Device or the Services and You shall have only the license rights as expressly granted under these Terms of Use.

## 3.3

### Warranties and Disclaimers

GrainSense warrants that the Measurement Device purchased by You are free from defects of workmanship and material and in accordance with the product documentation of GrainSense under normal use and normal wear and tear for a period of twelve (12) months from purchase. The warranty granted herein does not cover accidents, abnormal wear and tear, battery, misuse, negligence, failure to follow

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instructions of proper use or safety instructions, wrongful installation, non-GrainSense products and services or any alterations, or any errors attributable to external factors (e.g. failures of electrical power, fire or flood).

Except as expressly defined above, GrainSense provides the Services, the Measurement Device and accompanying materials "as is" and hereby specifically disclaims all other warranties than those specifically provided by GrainSense hereunder, whether express or implied. GrainSense assumes no liability of errors in the Measurement Device or the Services which are a result of fault or negligence of You or any third party and/or improper, incorrect, or unauthorised use of the Services, or use of the Measurement Device in manner, which it has not been designed, manufactured or specified for, or an external cause such as a failure and/or disruption in a electricity grid.

Under no circumstances shall GrainSense be liable for any consequences, if You or any third party not authorised by GrainSense have made any modifications to the Measurement Device or any software provided as part of the Services or if You have not acted in compliance with these Terms of Use.

GrainSense does not guarantee the full functioning or error-free operation of the Services or the Measurement Device. GrainSense disclaims any liability for any business or other decisions made by You based on the measurements of the Measurement Device or other results of the Services and You undertake to indemnify and hold GrainSense harmless against any claims made by third parties based on Your business operations or any guarantees or commitments made by You in relation to the Services or the Measurement Device. Under no circumstances shall GrainSense be liable for any loss of data and You are encouraged to make backup copies of Your data.

**THE FOREGOING WARRANTIES SET FORTH IN THESE TERMS OF USE CONTAIN THE ENTIRE WARRANTY AND LIABILITY HEREOF. EXCEPT FOR THE FOREGOING WARRANTIES, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### 3.4 Miscellaneous

You grant to GrainSense and its Partners and licensors the worldwide, nonexclusive, unlimited, perpetual, irrevocable, royalty-free license to:

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- (i) use, copy and modify measurement data collected with the Measurement Device and to create derivative works thereof and to include such data into products and Services of GrainSense;
- (ii) use, import, sell, offer for sale, lease or otherwise distribute any products or Services containing the general measurement data; and
- (iii) sublicense the foregoing rights to the extent a license is necessary for using products or Services.

You agree that all measurements are given on non-confidential basis and You waive any confidentiality restrictions for such general measurement data.

GrainSense reserves the right to use for its business purposes all measurement data including the location of the measurement. GrainSense undertakes to ensure that the measurements are not disclosed to third parties in a way that individual farmer or real estate property could be identified.

GrainSense may, at its discretion, terminate the licenses granted hereunder and the contract under these Terms of Use if You breach any obligation under these Terms of Use, and if such breach is not cured within thirty (30) days after written notice of the breach, and GrainSense may terminate the contract under these Terms of Use and all licenses immediately if the breach is not curable.

GrainSense may make changes to the Services at any time or end the provision of the Services. GrainSense will use reasonable efforts to inform You of the relevant changes to the Services.

GrainSense shall not be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure.

### 3.5 Assignment

GrainSense may assign these Terms of Use and or any of its rights and obligations hereunder to third parties. GrainSense shall inform You thereof.

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3.6

Governing Law and Dispute Resolution

These Terms of Use shall be governed by and construed in accordance with the material laws of Finland, excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to these Terms of Use, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce. The place of arbitration shall be Helsinki, Finland, and the arbitration proceedings shall be conducted in the English language (or in the Finnish language if the Parties are based in Finland).

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CONTACT DETAILS

If you have any questions regarding the Measurement Device or the Services or these Terms of Use, please contact [support@grainsense.com](mailto:support@grainsense.com).