

END-USER LICENCE AGREEMENT

PLEASE READ THESE LICENCE TERMS CAREFULLY

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Sixty-5 Technologies Ltd of 5b Weavers Court Business Park, Linfield Road, Belfast, Northern Ireland, BT12 5GH (**Licensor, us** or **we**) for:

- 'Grass-Guide' mobile application software (**App**), its associated cloud computing web-portal and platform at portal.sixty-5.com or any other website notified by us from time to time, and the data supplied with the software, (together the **Software**); and
- printed materials and online documentation (**Documentation**); and
- the services provided by us to the Customer under this Licence via the Software as more particularly described in the Documentation (**Services**).

We licence use of the Software and Documentation to you and provide the Services on the basis of this Licence. We do not sell the Software or Documentation to you. We remain the owners of the Software and Documentation at all times.

AGREED TERMS

1. Acknowledgement

- 1.1 The terms of this Licence apply to the Software or any of the services accessible through the Software (**Services**), including any updates or supplements to the Software or any Service, unless they come with separate terms, in which case those terms apply.
- 1.2 We may change these terms at any time by notifying you of a change when you next start the Software or log onto the website referred to in clause 1.6. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.
- 1.3 From time to time we may issue updates to the Software. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the Software and accepted any new terms.
- 1.4 We recommend that you use Wi-Fi to connect your device to the internet to access our web-portal and use the App. You may be charged by your service providers for internet access on the device when not connected via Wi-Fi. You accept responsibility in accordance with the terms of this Licence for the use of the Software or any Service on or in relation to any Device.
- 1.5 The terms of our privacy policy from time to time, available at sixty-5.com/policies (**Privacy Policy**) are incorporated into this Licence by reference. Additionally, by using the Software or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Software or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

- 1.6 By using the Software or any of the Services, you consent to us collecting and using technical information about the device and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- 1.7 The Services will make use of location data sent from the device. In using the Services, you consent to us and our affiliates' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based products and services.
- 1.8 The Software or any Service may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
- 1.9 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. **Grant and scope of licence, minor changes, updates**

- 2.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a limited, non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this Licence, and subject to the Privacy Policy which is incorporated into this Licence by reference, until terminated in accordance with this Licence. We reserve all other rights.
- 2.2 You may:
 - (a) view, use and display the Software on the device for your agricultural business purposes only;
 - (b) permit your employees, agents and independent contractors (Authorised Users) to use the Software on the device in connection with your agricultural business;
 - (c) receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time; PROVIDED
 - (d) you may not transfer the App or Software to someone else, whether for money, for anything else or for free without the consent of the Licensor. If you sell any device on which the App is installed, without obtaining such consent you must remove the App from it.
- 2.3 We may update or require you to update the App, provided that the App shall in all material respects match the description of it that we provided to you before you bought it. If you choose not to install such updates you may not be able to continue using the App and the Software.
- 2.4 The App may be upgraded to reflect changes in the operating system of the device. The Software will work with the current or previous version of that operating system (as it may be updated from time to time). It is your responsibility to ensure that the

operating system of your device is kept up to date. If you choose not to install such updates you may not be able to continue using the App and the Software.

- 2.5 The Licensor grants you a limited non-exclusive revocable licence without right to sublicense to access and make use of the Licensor's website portal and platform, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of the Licensor. This licence does not include any resale or commercial use of the website or portal or their contents; any collection of Licensor Data or other content uploaded to the website or portal by any third party other than you or your Authorised Users; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of anyone other than You; or any use of data mining, robots, or similar data gathering and extraction tools. You may however download and retain your own Data for your use in connection with your own agricultural business.
- 2.6 The Licensor's website and portal or any portion of them may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.
- 2.7 You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Licensor without express written consent. You may not use any meta tags or any other "hidden text" utilising the Licensor's name or trademarks without the express written consent of the Licensor. Any unauthorised use terminates the permission or licence granted by the Licensor.

3. **Registering for use**

- 3.1 If you want to use our Services you must set up a User Registration. To do this you will be required to provide us with certain information, which may include details of your identity. All of the details you provide must be correct. Personal details will include real name, address, email address and phone numbers. You must warrant this information to be true and agree to notify us immediately following any change in the details that we are holding on your account.
- 3.2 For persons registering a business entity, you must represent that you have authority to legally bind the business entity and warrant that the information provided by you in relation to the business entity is correct - including registered office address, phone numbers, business information, tax/vat numbers and agree to update this information should there be any change in the details that we are holding on your account.
- 3.3 We will send all communications to users to their registered email address in their registered user account. It is your responsibility to ensure this is correct and up to date at all times and that your email settings permit us to contact you by email. You agree to the receipt of these communications by email.
- 3.4 If the Licensor subsequently finds that it has been provided with information that is incorrect or misleading, the Licensor reserves the right immediately to cancel the account without prior notice.
- 3.5 The Licensor, in its sole discretion, may suspend or terminate Your account(s) if the Licensor suspects or has reason to believe and/or if a person otherwise claims that You have violated the law or breached any term of this Licence. In addition to the foregoing, and all other rights and remedies available to the Licensor at law or in

equity and notwithstanding anything in this Licence to the contrary, in the event You breach any term of this Licence, the Licensor will have the right to immediately suspend or terminate your rights to access, use and/or otherwise participate in the Services. Upon such termination, You agree to immediately cease all use of the Software and the Services and the Licensor's intellectual property licensed in clause 2.1 of this Licence. Without limiting the foregoing, the Licensor shall have the right to immediately terminate Your access and use of the Software or the Services, or any portion thereof, in the event of any conduct which the Licensor, in its sole discretion, considers to be unacceptable.

3.6 You grant us the right to access your user account for the purposes of providing our Services, troubleshooting, monitoring, improvement or upgrade.

3.7 This licence is personal to the Licensee and is not assignable or transferable. User registrations are not portable and you may not transfer your registration or user account to a third party nor may you permit any third party to use the Services by sharing your device or your licence to use the Software and Services without the consent of the Licensor.

3.8 Notwithstanding clause 3.7, in the event that a Licensee wishes to assign or transfer the App of Software to a third party (Transferee) the following protocol must be follows:

(a) the Licensor must notify the Licensor of the proposed transfer and provide the Licensor with all information as it may reasonably require including the identity of the Transferee;

(b) the Transferee will be required to enter into the User Agreement in their own right and must obtain a new Licence key from the Licensor and create their own User Account for separate storage of their data distinct from the data of the Licensee;

(c) while the Licensee's data will remain available in the cloud for the Licensee to access following a transfer, the licensor should make a full download of all of their Data stored in the App.

3.9 In the event of a transfer in contravention of the terms of this Agreement, the Licensor may suspend or restrict access to the web-portal in relation to the Software and may suspend support services to both the Licensor and the Transferor. The Licensor is not responsible for any use of your Data by any third party following a prohibited transfer.

4. **Restrictions**

4.1 There are some things which you are not entitled to do while using the Software or the Services. You agree:

(a) not to access (or attempt to access) any part of the Software or Services:

(b) unless you have registered as a user of the Services;

(c) by any means other than through the interface provided by us; or

- (d) through any automated means, including use of scripts, robots, spiders, scrapers or web crawlers.
- (e) that you will not (i) take any action that imposes, or may impose (in each case in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; (ii) (save to the extent permitted by governing law) copy, duplicate, reproduce, rent, lease, loan, sell, trade, resell, modify, create derivative works, distribute or publicly display any part of the Software or Services without prior written consent from us; (iii) interfere or attempt to interfere with the proper working of the Software or Services or any activities conducted via the Services; (iv) bypass any measures we may use to prevent or restrict access to the Software or Services; and (v) attempt to reverse engineer, decompile or otherwise seek to obtain access to any source code in the Software or Services; and that you will not engage in any activity that interferes with or disrupts our Services or the servers and networks that are connected to our website or portal.

4.2 You may view, download and print pages from the Services for your personal information only. You are not authorised to use any information from the Services for any other purpose and specifically not to take any action which may cause damage or loss to the Licensor in any way whatsoever.

4.3 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of backup or operational security;
- (b) not to rent, lease, sub-licence, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or Documentation nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (c) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things.

5. **Acceptable Use Restrictions**

5.1 You must:

- (a) not use the Software or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Licence, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by this Licence);

- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- (d) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

6. Intellectual property rights

- 6.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software or the Documentation other than the right to use the Software and the Documentation in accordance with the terms of this Licence.
- 6.2 You acknowledge that you have no right to have access to the Software in source code form other than as expressly provided in this Licence.

7. Licensor's Obligations

- 7.1 The Licensor undertakes that, for a period of 30 days from the date of activation, the App and the Software will conform substantially in accordance with the Documentation.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to the Licensor's instructions or modification or alteration of the Software by any party other than the Licensor or the Licensor's duly authorised contractors or agents. If the Software does not conform with the foregoing undertaking, Licensor will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Licensee's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, Licensor does not warrant that the Licensee's use of the Software and the App will be uninterrupted or error-free.

8. Limitation of Liability

- 8.1 This clause 8 sets out the entire financial liability of the Licensor (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Licensee:
 - (a) arising under or in connection with this agreement;
 - (b) in respect of any use made by the Licensee of the App, Software and Documentation or any part of them; and
 - (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 8.2 Except as expressly and specifically provided in this agreement:

- (a) the Licensee assumes sole responsibility for results obtained from the use of the Software and the Documentation by the Licensee, and for conclusions drawn from such use. The Licensor shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Licensor by the Licensee in connection with the Software, or any actions taken by the Licensor at the Licensee's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement;
- (c) the App, the Software and the Documentation are provided to the Licensee on an "as is" basis.

8.3 Nothing in this agreement excludes the liability of the Licensor:

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

8.4 Subject to clause 8.2 and clause 8.3:

- (a) the Licensor shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- (b) the Licensor's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total fees paid for the Software during the 12 months immediately preceding the date on which the claim arose.

9. **Privacy and Security**

9.1 You are responsible for the security of your account information and login and password details. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. You agree to accept responsibility for all activities that occur under your account or password and agree not to sell, transfer or assign your subscription or any rights granted to you by the Licensor.

9.2 We shall, in making the Services available, comply with our Privacy Policy relating to the privacy and security of Licensee Data.

9.3 The Licensee shall own all rights, title and interest in and to all of the Licensee's Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Licensee Data.

- 9.4 It is the Licensee's responsibility to take regular backups of their Data. In the event of any loss or damage to Licensee Data, the Licensee's the Licensor to use reasonable commercial endeavours to restore the lost or damaged Licensee Data from any backup of such Licensee Data maintained by the Licensor. The Licensor does not warrant that its backups will include all Licensee Data. The Licensor shall not be responsible for any loss, destruction, alteration or disclosure of Licensee Data caused by any third party.
- 9.5 The Licensor will not pass on your personal information to any third parties for marketing purposes without your express consent. Some information that is collected from users may be validated using third parties for the facilitation of the services offered by the Licensor.
- 9.6 If you object to your information being used in this way, please do not use the Software or the Services.
- 9.7 If the Licensor processes any personal data on the user's behalf when performing its obligations under this Licence, the parties record their intention that the Licensee shall be the data controller and the Licensor shall be a data processor and in any such case:
- (a) the Licensee acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Licensee is located in order to perform the Licensor's obligations under this Licence;
 - (b) the Licensee shall ensure that the Licensee is entitled to transfer the relevant personal data to the Licensor so that the Licensor may lawfully use, process and transfer the personal data in accordance with this Licence on the Licensee's behalf;
 - (c) the Licensee shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - (d) the Licensor shall process the personal data only in accordance with the terms of this Licence and any lawful instructions reasonably given by the Licensee from time to time; and
 - (e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
- 9.8 In this Licence, "**DPA**" means the Data Protection Act 1988 and the relevant legislation in relevant countries in which The Licensor operates (to the extent that DPA legislation is or remains in force from time to time).
- 9.9 The Licensor shall:
- (a) not do anything which constitutes an offence under the Computer Misuse Act 1990 or equivalent relevant provisions in any relevant country in which The Licensor operates; and
 - (b) duly observe all of its obligations under the DPA and shall ensure that The Licensor is registered under the DPA as a data controller.

- 9.10 Users shall:
- (a) not do anything which constitutes an offence under the Computer Misuse Act 1990 or equivalent relevant provisions in any relevant country in which The Licensor operates; and
 - (b) duly observe all of their obligations under the DPA and shall ensure that they are registered under the DPA (if applicable);
- 9.11 Information relating to users of the Services may be disclosed to relevant parties i) in the event of a legal dispute ii) where the Licensor is requested by authorities to disclose information or (iii) where The Licensor is obliged to disclose information pursuant to the DPA or similar legislation in any applicable jurisdiction.
- 9.12 Licensee grants Licensor the right to extract Licensee Data in an anonymised form for the following purposes only:
- (a) identifying market trends; or
 - (b) identifying user patterns.
- 9.13 Licensee also agrees that we may: (a) process the Licensee Data to make the Services available to Licensee; and (b) administer our business relationship with Licensee (including for customer support and product-related communications), and as otherwise set forth in the Privacy Policy.
- 9.14 The right granted by the Licensee to the Licensor pursuant to clause 9.12 and 9.13 is subject to the Licensor's data protection obligations above and the Licensor warrants that the procedure adopted to anonymise the Licensee Data so extracted is in line with Good Industry Practice.

10. **Termination**

- 10.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 10.2 Upon termination for any reason:
- (a) all rights granted to you under this Licence shall cease;
 - (b) you must cease all activities authorised by this Licence; and
 - (c) you must immediately delete or remove the Software from all computer equipment in your possession.

11. **Communications between us**

- 11.1 If you wish to contact us in writing, or if any clause in this Licence requires you to give us notice in writing, you can send this to us by email or by pre-paid post to Sixty-5 Technologies Ltd, 5b Weavers Court Business Park, Linfield Road, Belfast, Northern Ireland, BT12 5GH or support@sixty-5.com. We will confirm receipt of this by contacting you in writing, normally by email.
- 11.2 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

12. **Events outside our control**

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks or satellite networks (**Event Outside Our Control**).
- 12.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
- (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

13. **Other important terms**

- 13.1 Please backup content and data used with the App by regularly downloading your files and data. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.
- 13.2 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 13.3 You may only transfer your rights or obligations under this Licence to another person if we agree in writing.
- 13.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.5 Each of the clauses of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 13.6 This Licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- 13.7 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 13.8 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by the law of England & Wales and you can bring legal proceedings in respect of the products in the courts of England and Wales.