

GRAINSURE END-USER AGREEMENT

THIS AGREEMENT is made BETWEEN:

1. Remote Farm Monitoring Limited (company number 7111014) trading as "GrainSure" (Supplier); and
2. The customer identified in the Order Form (Customer).

BACKGROUND

- A. The Supplier has developed and operates a feed silo monitoring solution which includes hardware devices, software, connectivity and monitoring services known as the "GrainSure Solution".
- B. The Customer wishes to purchase certain Hardware and to receive the Services from the Supplier in relation to one or more of its silos.
- C. The parties wish to record the terms and conditions upon which the Supplier will supply, install and commission the Hardware and provide the Services to the Customer.
- D. The Customer acknowledges that the Hardware and Services are supplied by the Supplier, but that orders, billing, and account management are provided via the Reseller under a separate arrangement between the Customer and the Reseller.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context requires otherwise:

Agreement means this GrainSure End-User Agreement, including the schedules and any Order Form or other document expressly incorporated by reference.

App means the GrainSure web and mobile application made available by the Supplier as part of the Services.

Authorised User means any person who is authorised by the Customer to access and use the Services and view Customer Data on the Customer's behalf.

Business Day means a day on which banks are open for general banking business in Auckland, New Zealand, excluding Saturdays, Sundays and public holidays.

Commencement Date means the date of Delivery, unless otherwise specified in the relevant Order Form.

Confidential Information means all information (whether written, oral or in electronic form) that is disclosed by one party to the other in connection with this Agreement and which is either marked as confidential or which, by its nature, the recipient ought reasonably to know is confidential, including information relating to a party's business, operations, financial information, customers, suppliers, products, services, software, systems, Intellectual Property Rights and know-how, but excluding information that:

- (a) is or becomes publicly available other than by breach of this Agreement;
- (b) is lawfully received from a third party free of any obligation of confidence at the time of its disclosure;
- (c) is independently developed by the recipient without use of or reference to the other party's Confidential Information; or
- (d) is already known by the recipient without an obligation of confidence at the time of disclosure.

Customer Data means all data relating to the Customer's silos, feed levels, usage, locations, configuration settings and any other information or data inputted into, generated by or collected through the Hardware or the Services on behalf of the Customer.

Delivery means the installation of the Hardware at the Site, configuration of the Hardware and connectivity with the Supplier's systems, and successful commissioning of the GrainSure Solution in respect of the relevant silo(s) as confirmed by the Supplier. Deliver and Delivered have corresponding meanings.

Fees means the fees payable by the Customer to the Supplier under this Agreement, including the Hardware Price, Installation Fees and Subscription Fees, as set out in the relevant Order Form.

Force Majeure Event means any event or circumstance beyond the reasonable control of a party, including acts of God, natural disasters, epidemic or pandemic, acts of war, terrorism, riot or civil commotion, industrial dispute, failure of utility services or telecommunications networks, or acts or omissions of any government or regulatory authority.

Hardware means the GrainSure radar sensors, communications gateway and associated mounting hardware and fittings supplied by the Supplier to the Customer under this

Agreement and pursuant to one or more Order Forms, as described in the applicable Order Form(s).

Hardware Price means the purchase price payable for the Hardware as specified in the applicable Order Form(s).

Initial Term means the initial term specified in the applicable Order Form, or if none is specified, twenty-four (24) months commencing on the Commencement Date.

Intellectual Property Rights means patents, registered designs, unregistered designs, trade marks, service marks, trade and business names, copyright (including rights in computer software and databases), moral rights, rights in Confidential Information and trade secrets, and all other similar or equivalent rights in any jurisdiction, whether registered or unregistered, and including any applications for registration or rights to apply for registration of any such rights.

Order Form means the form (which may be electronic) completed by the Customer and the Reseller (on behalf of the Supplier), and accepted by the Supplier which records the Customer's order for the GrainSure Solution and sets out the applicable Fees, Site details and other commercial terms.

Renewal Term means each successive twelve (12) month period following the expiry of the Initial Term.

Reseller means Ashburton Trading Society trading as Ruralco.

Services means the services provided by the Supplier to the Customer under this Agreement and pursuant to one or more Order Forms, as described in the applicable Order Form(s), including:

- (a) provision of access to and use of the App;
- (b) device connectivity, communications and data transport;
- (c) data processing, storage and presentation of Customer Data;
- (d) notifications and alerts;
- (e) technical support and maintenance; and
- (f) any other services expressly described in the Order Form.

Site means the Customer's site(s) at which the Hardware is installed, as specified in the Order Form.

Subscription Fees means the recurring fees payable for the Services during the Subscription Term, as set out in the relevant Order Form.

Subscription Term means the Initial Term together with any Renewal Term(s) during which the Customer is entitled to receive the Services under this Agreement.

Term means the Initial Term and any Renewal Term(s), subject to earlier termination in accordance with this Agreement.

1.2 **Interpretation:**

In this Agreement, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to any legislation or statutory provision includes that legislation or provision as amended, re-enacted or replaced and any subordinate legislation made under it;
- (d) a reference to "including" or "includes" is deemed to be followed by "without limitation";
- (e) a reference to a person includes a natural person, company, corporation, partnership, firm, joint venture, association, trust, government, governmental body or agency or other legal entity, whether or not having separate legal personality; and
- (f) references to "parties" means the Supplier and the Customer, and a reference to "party" means either of them.

2. **TERM**

- 2.1. **Commencement and duration:** This Agreement commences on the Commencement Date and will continue for the Initial Term, unless terminated earlier in accordance with clause 15.
- 2.2. **Renewal:** On expiry of the Initial Term, this Agreement will automatically renew for successive Renewal Terms, unless either party gives the other not less than thirty (30) days' prior written notice that it does not wish to renew, in which case this Agreement will terminate on expiry of the then current term.
- 2.3. **No early termination for convenience:** The Customer may not terminate this Agreement for convenience during the Initial Term. The Customer may terminate this Agreement following the Initial Term in accordance with clause 2.2 or for cause in accordance with clause 15.

3. **SUPPLY OF HARDWARE AND SERVICES**

- 3.1. **Supply of Hardware:** The Supplier will supply the Hardware to the Customer and will carry out Delivery at the Site in accordance with this Agreement and the relevant Order Form.
- 3.2. **Provision of Services:** Subject to the Customer's payment of the applicable Subscription Fees, the Supplier will provide the Services to the Customer during the Subscription Term with reasonable care and skill and in all material respects in accordance with this Agreement.
- 3.3. **Changes to Solution:** The Customer acknowledges that the Supplier may from time to time modify or update the Hardware, the App, the Services or any part of the GrainSure Solution, provided that such changes do not materially and adversely affect the overall performance of the Solution as provided to the Customer.

4. ORDERING, DELIVERY, RISK AND TITLE

- 4.1. **Orders:** The Customer will submit an Order Form for the GrainSure Solution in a form agreed by the parties. No order will be binding on the Supplier unless and until it has been accepted by the Supplier in writing or electronically.
- 4.2. **Delivery:** The Supplier will use reasonable endeavours to Deliver the Hardware by any delivery or installation date agreed in writing, but time will not be of the essence. The Customer will provide the Supplier and its personnel with all access, assistance and information reasonably required to enable Delivery.
- 4.3. **Risk:** Risk in the Hardware passes to the Customer on Delivery.
- 4.4. **Title:** Title to the Hardware passes to the Customer upon payment in full of the Hardware Price and any applicable Installation Fees.

5. FEES AND PAYMENT

- 5.1. **Fees:** The Customer acknowledges that all Fees for the Hardware and Services are invoiced and collected by the Reseller in accordance with the Reseller's terms. The Supplier does not invoice the Customer directly and is not responsible for billing, collections, refunds or credit management in relation to the Customer.
- 5.2. **Late or non-payment:** The Supplier may suspend the Services if notified by the Reseller that the Customer is overdue in payment, or if the Reseller requests suspension. Non-payment by the Customer to the Reseller does not affect the Supplier's rights or obligations under this Agreement, except as expressly stated.

6. LICENCE TO USE THE APP AND SERVICES

6.1. **Grant of licence:** Subject to the Customer's compliance with this Agreement, the Supplier grants to the Customer a non-exclusive, non-transferable licence during the Subscription Term to:

- (a) access and use the App and the Services for the Customer's internal business purposes in connection with monitoring and managing feed in the Customer's silos; and
- (b) permit Authorised Users to access and use the App and the Services on the Customer's behalf.

6.2. **Restrictions:** Except to the extent expressly permitted by this Agreement or required by law, the Customer must not (and must ensure that its Authorised Users do not):

- (a) copy, modify, adapt, translate, create derivative works from or attempt to derive the source code of the App or any software used in providing the Services;
- (b) sell, rent, lease, transfer, assign, sub-lodge or otherwise provide any third party with access to the Services (other than Authorised Users);
- (c) use the Services for the benefit of any third party or on a service bureau or timesharing basis;
- (d) remove, obscure or alter any proprietary notices on or in the App or the Services; or
- (e) use the Services in any manner that is unlawful or in breach of any third party rights.

6.3. **Location of use:** The Services are intended for use within New Zealand. The Customer must not use the Services in any location outside New Zealand without the Supplier's prior written consent.

7. AUTHORISED USERS

7.1. **Authorised Users:** The Customer is responsible for:

- (a) determining who its Authorised Users are and what level of access they have;
- (b) ensuring that all Authorised Users keep their login credentials secure and confidential; and
- (c) all acts and omissions of Authorised Users as if they were the acts and omissions of the Customer.

8. CUSTOMER OBLIGATIONS

The Customer will:

- (a) provide the Supplier with all information and assistance reasonably required to supply the Hardware and provide the Services;

- (b) ensure that the Site is safe and suitable for Delivery and that all necessary consents and approvals for installation of the Hardware have been obtained;
- (c) use the Hardware and the Services only in accordance with the Documentation and any reasonable instructions notified by the Supplier from time to time; and
- (d) promptly notify the Supplier of any faults, errors or issues with the Hardware or the Services.

9. **WARRANTIES**

9.1. **Mutual warranties:** Each party warrants that:

- (a) it has full power and authority to enter into and perform its obligations under this Agreement; and
- (b) this Agreement constitutes legal, valid and binding obligations on it, enforceable in accordance with its terms.

9.2. **Hardware warranty**

- (a) The Supplier warrants to the Customer that, for a period of twenty-four (24) months from Delivery (Hardware Warranty Period), the Hardware will be free from defects in materials and workmanship under normal use and will be fit for the purpose of monitoring silo feed levels, provided that:
 - (i) the Hardware is used strictly in accordance with the Documentation and any instructions given by the Supplier;
 - (ii) the Hardware has not been misused, neglected, improperly installed by any person other than the Supplier or its authorised contractor, altered or modified without the Supplier's prior written approval; and
 - (iii) the Customer has paid all Fees relating to the Hardware in full.
- (b) If, during the Hardware Warranty Period, the Hardware fails to comply with the warranty in clause 9.2(a), the Supplier will, at its option and within a reasonable period of time, repair or replace the defective Hardware.
- (c) The remedies in this clause 9.2 are the Customer's sole and exclusive remedies for any breach of the Hardware warranty.

9.3. **Services warranty:** The Supplier warrants that it will provide the Services with reasonable care and skill and in all material respects in accordance with any written specifications provided to the Customer.

9.4. **Exclusions:** The Supplier does not warrant that:

- (a) the Services will be uninterrupted or error free; or

(b) the use of the Services will result in any particular outcome or improvement to the Customer's operations.

Without limiting the foregoing, the Customer acknowledges that the performance and availability of the Services may be affected by third party telecommunications networks, connectivity, power supply and environmental factors, which are outside the Supplier's reasonable control, and that the Services are subject to the limitations and dependencies described in Schedule 1.

10. INTELLECTUAL PROPERTY

10.1. **Ownership:** As between the parties:

- (a) all Intellectual Property Rights in the Hardware, the App, the Services, the Documentation and any improvements or modifications to them are and will remain owned by the Supplier (and its licensors); and
- (b) all Intellectual Property Rights in the Customer Data are and will remain owned by the Customer.

10.2. **Licence to Customer Data:** The Customer grants the Supplier a non-exclusive, royalty-free licence to use, copy, modify and otherwise process the Customer Data:

- (a) for the purpose of providing the Services to the Customer; and
- (b) to generate anonymised and aggregated data for the Supplier's internal business purposes, including improving and developing the GrainSure Solution, provided that such anonymised and aggregated data does not identify the Customer.

10.3. **Feedback:** If the Customer or any Authorised User provides the Supplier with suggestions, ideas or feedback relating to the GrainSure Solution, the Supplier may use such feedback for any purpose and the Customer assigns (and will procure the assignment of) all Intellectual Property Rights in such feedback to the Supplier.

11. CONFIDENTIALITY

11.1. **Obligations of confidence:** Each party (Recipient) must:

- (a) keep the other party's Confidential Information confidential;
- (b) not use the Confidential Information for any purpose other than performing its obligations or exercising its rights under this Agreement; and
- (c) not disclose the Confidential Information to any person except as permitted by this Agreement.

11.2. **Permitted disclosure:** The Recipient may disclose the other party's Confidential Information:

- (a) to its personnel, professional advisers and contractors who have a need to know the Confidential Information for the purposes of this Agreement and who are subject to obligations of confidence no less stringent than those in this Agreement; or
- (b) as required by law or by any regulatory authority or stock exchange, provided that, to the extent legally permitted, the Recipient gives the other party prior notice of the required disclosure.

11.3. Return of Confidential Information: On termination or expiry of this Agreement, each party will, on request, return or destroy (at the disclosing party's option) all Confidential Information of the other party in its possession or control, except to the extent that it is required to retain such information by law or for audit or compliance purposes.

12. PRIVACY

12.1. Compliance with law: Each party will comply with all applicable privacy and data protection laws in relation to any personal information processed under or in connection with this Agreement.

12.2. Supplier obligations: The Supplier will:

- (a) handle any personal information it collects or processes in providing the Services in accordance with its privacy policy (as amended from time to time); and
- (b) implement reasonable technical and organisational measures to protect personal information against unauthorised or unlawful processing and against accidental loss, destruction or damage.

13. LIMITATION OF LIABILITY

13.1. Exclusion of certain loss: To the maximum extent permitted by law, neither party will be liable to the other (whether in contract, tort including negligence, equity or otherwise) for any:

- (a) loss of profit, revenue, business, opportunity or anticipated savings; or
- (b) indirect, consequential, incidental, special or exemplary loss or damage, arising out of or in connection with this Agreement.

13.2. Cap on liability of Supplier: To the maximum extent permitted by law, the Supplier's aggregate liability to the Customer arising out of or in connection with this Agreement (whether in contract, tort including negligence, equity or otherwise) will be limited, in respect of all claims in any twelve (12) month period, to an amount equal to the Subscription Fees paid by the Customer in that twelve (12) month period.

13.3. **Exceptions:** The exclusions and limitations in clauses 13.1 and 13.2 do not apply to:

- (a) the Customer's obligation to pay the Fees; or
- (b) the Customer's liability for breach of the licence restrictions in clause 6 or infringement of the Supplier's Intellectual Property Rights.

14. FORCE MAJEURE

14.1. **Relief:** If a party is prevented from or delayed in performing any of its obligations under this Agreement by a Force Majeure Event, that obligation is suspended to the extent and for the period that it is prevented or delayed, provided that the affected party:

- (a) promptly notifies the other party of the Force Majeure Event and its expected duration; and
- (b) uses reasonable endeavours to mitigate the effect of the Force Majeure Event.

15. TERMINATION

15.1. **Termination for cause:** Either party may terminate this Agreement immediately by written notice to the other party if:

- (a) the other party commits a material breach of this Agreement which is incapable of remedy; or
- (b) the other party commits a material breach of this Agreement which is capable of remedy and fails to remedy that breach within thirty (30) days after receiving written notice requiring it to do so; or
- (c) the other party becomes insolvent, is placed in liquidation or voluntary administration, has a receiver appointed over any of its assets, enters into any compromise with its creditors, or is otherwise unable to pay its debts as they fall due.

15.2. **Consequences of termination:** On expiry or termination of this Agreement for any reason:

- (a) the Customer will immediately pay all outstanding Fees due up to the effective date of termination;
- (b) the Customer's and all Authorised Users' access to the Services will cease; and

15.3. **Survival:** Any provision of this Agreement that, by its nature, is intended to survive termination or expiry (including clauses relating to Fees, Intellectual Property Rights, Confidential Information, limitation of liability and dispute resolution) will survive termination or expiry of this Agreement.

16. DISPUTE RESOLUTION

- 16.1. **Good faith discussions:** If a dispute arises out of or in connection with this Agreement, the parties will first attempt to resolve the dispute by negotiating in good faith.
- 16.2. **Mediation:** If the dispute is not resolved within twenty (20) Business Days of one party giving written notice of the dispute to the other, either party may refer the dispute to mediation to be conducted by the New Zealand Dispute Resolution Centre (or its successor) in accordance with its then current mediation rules. Unless otherwise agreed, mediation will take place in Auckland, New Zealand and the costs of the mediation (excluding each party's own legal and other costs) will be shared equally between the parties.
- 16.3. **Court proceedings:** Nothing in this clause 16 prevents either party from seeking urgent interlocutory or injunctive relief from a court of competent jurisdiction.

17. GENERAL

- 17.1. **Entire agreement:** This Agreement (including the schedules and any Order Form) constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions, representations, warranties, understandings, or agreements.

The Customer acknowledges that the Supplier has not made any representations regarding pricing, billing, delivery timing or other commercial terms except as expressly set out in this Agreement, and that such matters may be governed separately by the Reseller.

Each party acknowledges that it has not relied on any representation, warranty, or statement not expressly set out in this Agreement.

To the maximum extent permitted by law, the parties contract out of sections 9, 12A and 13 of the New Zealand Fair Trading Act 1986, and agree that it is fair and reasonable to do so, given the Services are supplied for business purposes.

The New Zealand Consumer Guarantees Act 1993 does not apply to the supply of the Services or this Agreement.

- 17.2. **Amendment:** No amendment to this Agreement will be effective unless it is in writing and signed by both parties.
- 17.3. **Assignment:** The Customer may not assign or transfer any of its rights or obligations under this Agreement without the Supplier's prior written consent. The Supplier may assign or transfer its rights and obligations under this Agreement to any related company or to a purchaser of its business, provided that it gives the Customer written notice.

17.4. **Transfer:** Where the Customer ceases to be a customer of the Reseller but wishes to continue using the Services, the Supplier may enter into a direct agreement with the Customer on substantially similar terms.

17.5. **Notices:** Any notice or other communication given under this Agreement must be in writing and may be delivered personally, sent by pre-paid post or email to the recipient at its address set out in the Order Form (or such other address as notified in writing). A notice is deemed received:

- (a) if delivered personally, on delivery;
- (b) if sent by pre-paid post, three (3) Business Days after posting; and
- (c) if sent by email, at the time the email leaves the sender's system, provided that no error or non-delivery message is received.

17.6. **Waiver:** No failure or delay by a party to exercise any right or remedy under this Agreement will operate as a waiver of that right or remedy.

17.7. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable, and the remaining provisions will continue in full force and effect.

17.8. **Governing law and jurisdiction:** This Agreement is governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts.

SCHEDULE 1 – APP, CONNECTIVITY AND SERVICE LIMITATIONS

1. App Store and Device Platform Terms

Where the GrainSure application is downloaded from a third-party app store or platform (including Apple App Store or Google Play), the Customer acknowledges that:

- (a) this Agreement is between the Customer and GrainSure only, and not the relevant app-store provider;
- (b) the app-store provider has no obligation to provide maintenance or support services;
- (c) the app-store provider is not responsible for any product liability claims, regulatory compliance, or breach of consumer protection obligations relating to the application; and
- (d) the app-store provider is a third-party beneficiary of this Agreement to the extent required by its applicable terms.

2. Connectivity and Network Dependence

The Customer acknowledges that the Services depend on third-party telecommunications networks, internet connectivity, power supply, satellite and/or low-power wide-area networks (including LoRaWAN or cellular networks), which are outside GrainSure's control.

GrainSure does not guarantee uninterrupted or error-free operation of the Services and will not be responsible for any interruption, delay, loss of data, or degradation of performance caused by network outages, signal interference, coverage limitations, power failures, or acts of third-party network providers.

3. Installation, Environment and Equipment Limitations

Performance of the Services may be affected by:

- (a) physical installation, placement, orientation, or maintenance of sensors and hardware;
- (b) environmental conditions including terrain, weather, vegetation, buildings, or interference; and
- (c) battery life, component wear, or physical damage to equipment.

The Customer remains responsible for ensuring equipment is installed, used, and maintained in accordance with GrainSure's documentation and recommendations.

4. Supported Devices and Operating Systems

The Services are supported only on devices and operating systems approved by GrainSure from time to time. The Services may not function correctly on devices that are modified,

jail-broken, rooted, or running unsupported operating systems, and GrainSure has no obligation to support such environments.

5. Support and Issue Reporting

Technical support for the Services is provided in accordance with GrainSure's then-current support policies. The Customer must promptly notify GrainSure (or its authorised reseller, where applicable) of any faults or issues, and provide reasonable assistance to enable diagnosis and resolution.

The Customer acknowledges that non-technical first-line support, billing queries and account enquiries are handled by the Reseller, with technical support escalated to the Supplier in accordance with the applicable support model.