

SCHEDULE "A"
Terms and Conditions
(the "Agreement")

1. **Subscription.** Affinity Management Ltd. (the "Service Provider") hereby grants you (the "Client") the non-exclusive right to use the software known as COMPASS (the "Software") to be installed on the Client's licensed seats and Client hereby accepts from the Service Provider such grants on the terms and conditions set forth in this Agreement. The Software and the services shall at all times be and remain the sole and exclusive property of the Service Provider and the Client shall have no right, title or interest therein or thereto except as to the use thereof subject to the terms and conditions of this Agreement.
2. **Subscription Fees and Other Costs.** During and before the original term of this Agreement, the Client hereby agrees to pay the subscription fees to the Service Provider in the amounts set forth in the Subscription Agreement without deduction or setoff. All payments shall be made at the office of the Service Provider at Oakville, Ontario, or as otherwise directed by the Service Provider in writing. The Client shall be responsible for all costs no matter howsoever incurred to permit the Client to access the services. Cancellation of this subscription prior to the stated minimum term will require the Client to pay the remaining balance of the contract payments to coincide within 30 days of the notice of cancellation.
3. **Your Account.** The Client will be allowed a specific number of log ins per account, as outlined in the Subscription Agreement. The Client is responsible for all activities that occur under their account.

The Software may allow the Client to store their login credentials in the web browser so that they can be automatically logged in each time they access the Software. If someone else has access to the computer or mobile device, the automatic login feature will allow that person to have access to the account. The Client is responsible for all damages resulting from unauthorized access to the Software from the account. The Client must immediately notify the Service Provider if they learn of or have reason to suspect any unauthorized use of the account or any other breach of security.

4. **Data Ownership.** In this Agreement "Data" means: (i) all information that identifies or is readily attributable to an individual ("Personal Information"); and (b) any other non-personal information the Client uses in connection with the Software ("Non-Personal Information"). The Client is fully responsible for the Data they transfer, share, upload and download while using the Software. They may not intentionally or negligently upload Data that is false or misleading.

Types of Data may include:

Agronomic Data. This may include crop and field information such as planting data, seed type, yield, disease and pest management application, fertilization, and prescriptions.

Land Data. This may include soil data, geospatial information, field boundaries and descriptors.

Machine Data. This may include information added from third party providers including telematic data, machine health, fuel consumption and expenses.

Farm Management Data. This may include information related to financials, commodity prices, regulatory compliance, supply chain, and other contract management data.

The Client, as the account owner, is the sole owner of all Data, or has the necessary legal permissions in respect of all Data, they transfer, share, upload, and download while using the system. The Client may export Data at any time while using the Software, as well as export any remaining Data at time of termination. It is the Client's responsibility to export any Data from the Software prior to and at point of termination. The Service Provider assumes no liability for and may, remove or destroy all Data stored on the Software ninety (90) days after the earlier of the end of the relevant term or the expiry or termination of this Agreement.

The Client also agrees to the disclosure (including, but not limited to, disclosure to the Service provider, its subcontractors, affiliates and third party service providers or other third parties), processing, storage, and use of their Personal Information, as well as Non-Personal Information for the purpose of:

- A. Providing the Client Software, including but not limited to providing them with certain services such as:
 - The provision of crop plans, scouting, forecasting, benchmarking, crop protocols, and tailored recommendations, record keeping/ documentation, Data management, performance tracking, mapping, grain contract and grain inventory management
 - Analytics related to farm, field and market which may or may not be related to information provided through or in connection with the Software and which may be provided in reports
- B. Providing the Client with customer and product service and support
- C. Reporting and legal compliance

Any Non-Identifiable Data (Non-Personal Information) that has been aggregated or disclosed may not be deleted at the expiry or termination of this Agreement.

- 5. **Usage and Limitations.** The Service Provider does not guarantee that the Software will be compatible or operate with the Client's computer, internet provider's service plan, mobile carrier's service plan, or any other piece of hardware, software, equipment, or device they use to access or use the Software. The Client is responsible for providing, maintaining, and ensuring the compatibility of all hardware, software, and other system requirements necessary for their access to and use of the Software. They are responsible for all third-party charges and fees, including to their internet service provider and mobile carrier, in connection with their access and use of the Software and for complying with any contracts, terms of service Agreements, and restrictions associated with such third-party services. The quality and availability of the Software may be affected by factors outside of the Service Provider's control because the Software is provided over the internet. The Service Provider will have no liability for damages or losses related to the Software being unavailable.

6. **Privacy.** The Service Provider collects, stores, and uses Data collected from the Client in accordance with the Privacy Policy. Any disclosure of Data to a third party or partnering company as a result of integrations, mergers, or acquisitions will require the third party to process the Data as set forth in the Privacy Policy.
7. **Trademarks and Intellectual Property.** This Agreement does not grant the Client any right, title, or interest in the Software or the Service Provider's intellectual property. The Software, and other technology provided by the Service Provider may be protected by copyright, trademark, patent, and other provincial and federal laws of Canada. "Compass" and the Compass logo are registered trademarks owned by Affinity. This Agreement does not grant the Client any rights to use or register the name Affinity or any other trademarks, service marks, trade names, logos, domain names, or brand features associated with the Software , including without limitation the trademarks of the subcontractors, agents, and affiliates of the Service Provider, for example, Affinity Management Ltd. and its COMPASS trademarks (the "Affinity Trademarks") or any trademark, service mark, trade name, logo, domain name, or brand feature that is identical or confusingly similar to the Affinity Trademarks, or that constitutes a translation into any other language.
8. **Limited Warranty.** The Service Provider makes no warranties (express, implied or statutory) with respect to the Software or the services provided there with or the accompanying written materials including, but not limited to, any implied warranties OR CONDITIONS of merchantability or fitness for a particular purpose. In no event, will the Service Provider be liable to the Client for any direct or indirect damages including loss of profits, lost savings, loss of Data, or other special incidental or consequential damages arising out of the Client's use of or inability to use the Software and the services.

In no event, will the Service Provider's liability exceed the amount of the Subscription Fee payments charged by the Service Provider to the Client during the Six-month period prior to the date that the service provider receives notice of claim. The Service Provider shall not be liable to the Client for any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of Data suffered, cost of procurement of substitute goods or services, or other intangible loss.

The Client agrees that the client is solely responsible for (and that the Service Provider has no responsibility to you or to any third party for) any content that the Client creates, transmits or displays while using the services and for the consequences of the client's actions (including any damages which the Service provider may suffer) by doing so.

9. **Duration and Termination.** The Client can stop using the Software at any time, but certain obligations may remain according to the terms of the Subscription Agreement. The Service Provider reserves the right to suspend or terminate the Client's account at any time, without cause, without notice, and without liability to the Client. The Service Provider may suspend or terminate the account if the Client is not complying with the Agreement or using the Software in any way that would cause the Service Provider legal liability or disrupt others' use of the Software. Termination of this Agreement will not affect any right or relief to which the Service

Provider is entitled at law or in equity. Upon termination of this Agreement, the Client must terminate all use of the Software. All indemnity and liability provisions in favour of the Service Provider in this Agreement shall survive termination.

10. **Client's Use of Services and Software and Backup.** The Client shall be responsible for its use of the services and for the security of the Client's login identification, password and any security lock code that the Client uses to protect access to the Client's Data, network and user access. The Service Provider shall undertake or cause to be undertaken one backup of the Client's Data each business day in the Province of Ontario. In the event that the Client calls upon the backup copy to restore Client Data, and the backup is not sufficient to fully restore the Client Data, the Service Provider shall have no liability to the Client unless the Service Provider is found by an Ontario court to be guilty of gross negligence or willful misconduct, and in such event the liability of the Service Provider shall be subject to the limitation set forth in the Indemnity and Limitation of Liability section of this Agreement.
11. **Software and Services Acceptance.** The Client's execution of this Agreement acknowledges that all services and Software set forth above has been received and accessed and is in good and operable condition and that the Service Provider has fully and satisfactorily performed all covenants and conditions to be performed by it under this Agreement.
12. **Place of Use.** The Client shall keep the Software and use the services at its place of business as specified above. The Client covenants and agrees not to allow the use of the Software and the services by other businesses, entities or individuals and that the Software and services shall be used only on the work stations authorized by this Agreement. The Client further covenants and agrees to not copy, rent, sublease, license, transfer, donate, commercially exploit, reverse engineer, decompile, disassemble (or allow the same to occur) the Software or the services, or any part thereof.
13. **Indemnity.** The Client shall indemnify and hold the Service Provider harmless of and from any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits or legal proceedings, including court costs, expenses and reasonable attorneys' fees, related to the use of the Software and the services.
14. **Title.** All of the rights to the Software and the services shall remain personal property and the title thereto shall remain with the Service Provider at all times. The Client shall keep the Software and services free from any and all judgments, liens and encumbrances. The Client shall give the Service Provider immediate notice of the attachment or other judicial process, lien or encumbrance affecting the Software or the services and shall indemnify and save the Service Provider harmless of and from any loss or damage caused thereby.

The Client and the Service Provider agree that all Data generated by the Client with the services are for the Client's internal use and reference only.

15. **Confidentiality.** During the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure Agreement that expressly references the disclosure(s) between the Service Provider and the Client. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.
16. **Non-Waiver.** The Service Provider's failure at any time to require strict performance from the Client of any of the provisions hereof shall not waive or diminish the Service Provider's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default; the Service Provider's rights hereunder are cumulative and not alternative.
17. **Default.** If the Client fails to pay any Total Payment Per Monthly Period for any month or other amount herein provided within five (5) days after the same is due and payable; or if the Client fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by the Client, or if a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement), or if a receiver is appointed for the Client and its property, or if the Client commits an act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or offers a composition or extension of any of its indebtedness, or if the Client without the Service Provider's prior consent, attempts to alter, modify, translate, decompile, disassembly, copy, sell, trade, transfer, encumber, pledge, sublease, or in any way dispose of the Software or the services, then the Service Provider or its agents shall have the right to exercise any one or more of the following remedies:
- a. Declare the entire amount of the Subscription Payments hereunder immediately due and payable without notice or demand to the Client;
 - b. To sue and recover from the Client an amount equal to the unpaid balance of any Subscription Payments or other amounts due, or to become due, during the term of this Agreement as well as reasonable legal/attorneys' fees and other expenses incurred by the Service Provider in an attempt to enforce the provisions of this Agreement;
 - c. To sue for and recover damages for the Client's default; or

Additionally, the Service Provider shall have upon default such other and further remedies and rights as may be available at law by reason of the Client's default.

18. **Risk of Loss.** The Client hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the Data stored by utilization of the services and the Software from any cause whatsoever and no loss, theft, damage or destruction of such Data shall result in any liability to the Service Provider.