GROWCER TERMS AND CONDITIONS OF SALE

These Growcer Terms and Conditions of Sale ("**Terms**") govern Customer's Purchase (defined below) of (i) products and supplies (collectively, the "**Products**") for or in connection with, and including, the Greenery™ hydroponic shipping container farm (the "**Greenery™**"), including Products purchased in Growcer's Farmhand® shop, (ii) a subscription to and use of the Farmhand® software-as-a-service platform (the "**Platform**") and the mobile application (the "**App**"), (iii) the content, tools, features and functionality offered through the Platform (collectively, the "**Software**"), (iv) the Controller Firmware (defined below) and, (v) if elected by Customer pursuant to Section 3 hereof, the related support services ("**Support**"), offered by Growcer Corporation, a Delaware corporation (the "**Company**"). The Products, Platform, App, Software, Controller Firmware and, if applicable, Support and/or Additional Services (defined below), are sometimes referred to herein collectively as the "**Growcer Product Offerings**", and individually as a "**Growcer Product Offering**". The Platform, App, Software, Controller Firmware and, if applicable, the Support are sometimes referred to herein collectively as the "**Digital Product Offerings**" and individually as a "**Digital Product Offering"**. In addition to these Terms, the Digital Product Offerings are subject to the terms and conditions of the Software License Addendum attached hereto as **Addendum A** and incorporated herein.

Important Notice — Acceptance of Terms. Customer should carefully read these Terms before taking any action that constitutes acceptance. Customer will be deemed to accept and agree to be bound by these Terms by engaging in any of the acceptance activities described in Section 13.2(b). IF CUSTOMER DOES NOT AGREE TO THESE TERMS, CUSTOMER MUST NOT ENGAGE IN ANY SUCH ACTIVITY. With respect to the initial version of these Terms, such activities include executing or placing an Order, paying an invoice, renewing a subscription, indicating acceptance electronically, or continuing to use any Growcer Product Offering after receiving notice of these Terms. Any subsequent Material Amendment (defined in Section 13.2(c)) to these Terms will be subject to the notice and acceptance requirements set forth in Section 13.2(c).

For purposes of these Terms, "**Customer**" means (i) the individual accepting these Terms by executing a sales contract, purchase order or similar document as agreed upon by the parties or by placing a Farmhand® shop Order (defined below) (each as may be amended, an "**Order**"), or by otherwise accepting these Terms in accordance with Section 13.2(b), or (ii) if the individual accepting these Terms is accepting on behalf of a legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these Terms, in which case the term "**Customer**" refers to such entity and its affiliates, excluding the Company and its affiliates. "**Purchase**", as used herein, means the purchase, lease, license or subscription, as applicable, of the Growcer Product Offerings.

With respect to any Software or Controller Firmware provided by the Company, the Company and Customer intend and agree that (a) such Software or Controller Firmware is being licensed and not sold, (b) the use of "**Purchase**", "**sold**" or similar or derivative words shall mean "license" and (c) the use of the word "**Customer**" or similar or derivative words shall mean "**Licensee**". Customer is hereby granted by the Company a nonexclusive, revocable, limited license ("**License**") to use the Software or Controller Firmware solely in connection with use of the Digital Product Offerings. The License may not be transferred, permitted, sublicensed or assigned. Customer's rights in the Controller Firmware are governed by Section 2.4 of **Addendum A**, which controls over this paragraph to the extent of any inconsistency.

For purposes of these Terms: (i) "**Controller Firmware**" means all software, firmware, code, configuration files and related data embedded in, installed on or provided by the Company for any controller, gateway, sensor, edge device or other hardware included in or used with the Greenery™ or any other Products (including any connectivity or edge-runtime components and any Software Updates thereto), whether such software operates independently of, or in connection with, the Platform; (ii) "**Local Operation**" means operation of the Greenery™ and other Products, at Customer's site, through the controller's local interface using the Controller Firmware as installed or as subsequently updated by the Company, without access to the Platform, the App or any Subscription Services; and (iii) "**Subscription Services**" means the Platform, the App, the Software, remote monitoring, remote access and remote control of the Greenery™ or any Product, cloud connectivity and data services, Software Updates and Software Upgrades (each as defined in Addendum A), Support and any other functionality that the Company makes available only to customers with an active, paid subscription.

1. ORDERS, QUOTATIONS, AND PRICING

1.1 Orders. Customer's Purchase of Growcer Product Offerings will be covered by one or more Orders. Each Order (other than Orders for Company Products placed on Farmhand® shop ("**Farmhand® Orders**") will be in writing, signed by an authorized representative of each party and will reference these Terms. Each duly executed Order and Farmhand® Order will constitute part of these Terms. In the event of any conflict between

the terms contained in these Terms and the terms of an Order, the terms of these Terms will control except where expressly superseded by an Order term. No Order (other than Farmhand® Orders, cancelations of which are subject to Farmhand® Shop terms and conditions), may be canceled by Customer without the Company's written consent and cancelation may be subject to a cancelation fee.

1.2 Quotations and Pricing. If a written quotation for Growcer Product Offerings is issued by the Company, such quotation shall be regarded as provisional and may be changed at any time prior to the Company's written acceptance of an Order. The Company reserves the right to reject proposed Orders for any reason. The costs of packing, shipping, insurance, taxes, duties, and other related fees are not included in quoted prices; such costs will be quoted on a case-by-case basis and are the responsibility of Customer, and if any such costs or fees are paid by the Company, they will be separately itemized in invoices to Customer. The publication of the Company's price list does not constitute an offer to sell, subscribe for, or license the Growcer Product Offerings.

1.3 **Price Changes**. The Company reserves the right to change prices or institute new charges for Purchases of Growcer Product Offerings, which increase will be effective at the start of the next renewal term (if any). Customer's failure to terminate its Purchase, or Customer's continued use of, any Growcer Product Offerings after changes are posted constitutes Customer's acceptance of the prices as modified by the posted changes.

2. FEES AND PAYMENT

2.1 Fees. The fees for any Growcer Product Offerings purchased by Customer shall be as set forth in the applicable Order and in accordance with these Terms.

2.2 Payment. Customer will pay the Company the fees applicable to the Growcer Product Offerings Purchased by Customer as set forth in the Order or as Purchased by Customer on the Company's web site. Fees for Farmhand® shop Orders are paid pursuant to the Farmhand® shop terms applicable to the Company. Fees for Purchases of any Digital Product Offerings are fixed and billed upon the date of Purchase either, at Customer's election, (a) monthly in advance throughout the Term or (b) for the initial year of the Term and annually in advance upon each anniversary thereafter throughout the Term. Software and App licenses and subscriptions to the Platform will automatically renew for additional one-year periods. Payments by Customer shall be made without set off or deductions. Customer must promptly notify the Company of changes to its billing address or payment method on record. Orders are non-cancelable, and all fees (including deposits) paid are non-refundable. Customer acknowledges that manufacturing or procuring of Products, if applicable, will not commence until the Company receives the signed Order and any required deposit.

2.3 Subscription and Recurring Payment Authorization. Customer acknowledges and agrees that the Company may, at its sole discretion, charge subscription or recurring fees using the payment method and instructions provided by the Customer and stored on file. These charges may occur at regular intervals as determined by the Company. The Customer retains the right to update or change the payment method or instructions at any time, provided, that such changes shall not affect the Company's right to continue charging the applicable fees using the updated payment method, and provided further that the fees remain due and payable under the applicable Order and these Terms. Customer is responsible for ensuring that the payment method on file is valid and has sufficient funds or credit to cover the fees. Failure to maintain a valid payment method may result in suspension or termination of the relevant Growcer Product Offering.

2.4 Late Payment. If payment is not received within fourteen (14) days of the due date set forth in the applicable Order, the Company may delay manufacturing, procurement and/or shipment. If payment of fees for any Subscription Services is not received within fourteen (14) days of the applicable due date, the Company may, upon notice to Customer, suspend the relevant Subscription Services until all overdue amounts are paid in full. In addition, if payment is not received within thirty (30) days, the Company may assess, and Customer agrees to pay, a late payment charge at the rate equal to the lesser of 1.5% per month (18% annualized) or the highest rate permitted by applicable law of any overdue amount from the due date to the date of receipt of payment by the Company. Notwithstanding the foregoing, if Customer does not submit any payment within ninety (90) days of its due date, the Company may, in its sole discretion, cancel the Order or terminate the relevant Subscription Services, in addition to any and all other remedies available to the Company. Customer agrees to timely pay all costs of collection, including reasonable attorneys' fees, incurred in the collection of payment in connection with any Order. Customer acknowledges that procurement and shipment will not occur until the Company receives full payment. Suspension or termination of Subscription Services under this Section 2.4 shall not affect Customer's license to use the Controller Firmware for Local Operation under Section 2.4 of Addendum A.

2.5 Taxes. Customer shall be responsible for and shall pay all applicable federal, state, local, and other taxes, duties, levies, or charges imposed which are attributable to Customer's Purchase of the Growcer Product Offerings, including sales, use, excise, value-added, and similar taxes, except for taxes based on the Company's net income, franchise taxes, or any other taxes that are the sole responsibility of the Company under applicable law. Where applicable, the Company will invoice Customer for any such taxes. In the event that Customer is exempt from the payment of the taxes described in this section, Customer will provide the Company with a valid tax self-assessment or exemption certificate acceptable to the taxing authorities. Any certificate of exemption or similar document or proceeding required to exempt the Purchase of the Growcer Product Offerings from sales or use tax liability shall be obtained by Customer, at its expense.

3. OPTIONAL SERVICES

3.1 Support.

(a) Availability of Support Services. Customer may elect to purchase Support as is then-currently offered by the Company. The Company reserves the right to update or modify the terms of Support from time to time provided that such changes will not materially reduce the level of Support purchased by Customer during the applicable service term. The Company shall have no obligation to provide Customer with notice of any changes to Support. Support is optional and is not included in the standard purchase of the Growcer Product Offerings unless expressly stated otherwise.

(b) Terms of Purchase. To obtain Support, Customer must submit an Order pursuant to Section 1.1. The provision of Support is subject to the payment of applicable fees as and when due and payable.

(c) No Implied Support. Unless the Customer has purchased Support as described herein, the Company shall have no obligation to provide technical support, maintenance, or other assistance beyond what is required by applicable law.

3.2 Additional Services. The Customer may order additional services offered by the Company from time to time ("**Additional Services**"). Any such Additional Services, including the scope, fees, costs, and other applicable terms, shall be set forth in a separate Statement of Work ("**SOW**"). Each SOW shall be governed by and incorporated into these Terms and shall be considered an Order for the purposes of these Terms.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership. Customer acknowledges that as between the Company and Customer, all patent, copyright, trademark and other intellectual property rights ("**IP Rights**") in the Growcer Product Offerings, any ideas, inventions, techniques or other developments, including any derivative works, customizations, improvements or enhancements, resulting from the provision of the Growcer Product Offerings to Customer ("**Developments**"), and any documentation related to any of the foregoing made available to Customer, are and shall remain exclusively vested in the Company and nothing in these Terms or any Order shall be construed as granting to Customer any ownership rights, any right of manufacture of the Products or, other than as expressly set forth in these Terms, any other IP Rights. In any cases where Customer supplies any designs or specifications for Developments to the Company, Customer warrants that such manufacture will not infringe the IP Rights of the Company or any third party and will indemnify, hold harmless, and defend the Company from and against all Losses (defined below) incurred by the Company in connection with any third-party infringement claims arising therefrom. If Customer has or acquires any IP Rights in or to the Growcer Product Offerings or any Developments (including any designs or specifications for Developments provided by Customer to the Company), Customer hereby assigns to the Company all such IP Rights. To the extent any such IP Rights cannot be assigned to the Company under applicable law, Customer hereby grants to the Company a worldwide, perpetual, irrevocable, royalty-free, transferable and sublicensable license to use, copy, reproduce, modify, develop, creative derivative works of, promote, sell, distribute, make, have made or otherwise exploit such IP Rights. The Purchase of any Growcer Product Offerings hereunder does not confer on Customer any rights or licenses under any of the Company's or its supplier's patents other than the implied license to use such Growcer Product Offerings. Customer must obtain a separate license directly from the licensor of any software or other intellectual property in addition to the Software that Customer desires to utilize in connection with the Products. Title to and ownership of all data regarding Customer's use of the Growcer Product Offerings, excluding Customer Data, remains solely and exclusively with the Company. "**Customer Data**" means all data and information provided or submitted by, or caused to be provided or submitted by, Customer to the Company, and all data and information processed or stored and provided to Customer through its use of the Growcer

Product Offerings; provided that "Customer Data" shall not include the Company's proprietary algorithms and the output produced thereby, in which all right, title, and interest shall remain with the Company.

4.2 No Publicity. Customer shall not use the name or marks of, refer to, or identify the Company or any of its affiliates in any publicity releases, interviews, promotional or marketing materials, public announcements, testimonials or advertising without the prior written approval of the Company, which approval shall be in the Company's sole discretion, except that no such written approval is required to the extent any such disclosure is required by law. "Growcer", "Freight Farms" and "Farmhand" are trademarks of the Company and accordingly any use or representation thereof without the Company's prior written consent, other than that expressly permitted by these Terms or any Order, is prohibited.

4.3 Controller Firmware Maintenance and Remote Updates.

(a) **Updates and Authorization**. The Company may develop, provide and install Software Updates, Software Upgrades (each as defined in **Addendum A**), and other patches, fixes, modifications and replacements to Software or firmware, including Controller Firmware, as well as changes to passwords, credentials, authentication methods and other access controls applicable to the Controller Firmware and other controllers or hardware, in each case included in or used with a Growcer Product Offering, (collectively, "**Updates**"), for purposes including maintaining security, preventing or addressing unauthorized access, correcting errors, improving performance, maintaining compatibility with third-party software, services or platforms, addressing changes to or discontinuation of third-party technologies on which a Growcer Product Offering depends, and complying with applicable law. Updates may be installed automatically or remotely only to the extent authorized by the applicable Order, license or other agreement with Customer, or otherwise permitted by applicable law. For any Customer that affirmatively accepts these Terms and the authorization in this Section, Customer expressly authorizes the Company and its service providers to remotely access Controller Firmware and other controllers or hardware included in or used with a Growcer Product Offering, and to install Updates for the purposes described above. Such authorization includes Updates reasonably necessary to address actual or reasonably suspected security vulnerabilities or unauthorized access; correct errors or maintain performance; maintain, restore or migrate compatibility with third-party software, services, platforms or infrastructure; and respond to the modification, deprecation, discontinuation, retirement or loss of support of third-party technologies on which a Growcer Product Offering depends. These purposes include migrating from a retired or unsupported version of a third-party service or platform, including where migration is reasonably necessary to preserve cloud connectivity or the ability to add, replace or manage software components or modules. This authorization applies during and after the expiration or termination of any subscription and does not depend on Customer continuing to subscribe to the Company's support, maintenance or update services, provided that Customer owns or lawfully leases the applicable equipment or otherwise has authority to authorize the access. The authorization granted by this Section is intended to establish Customer's contractual authorization for the remote access and installation described herein, notwithstanding the expiration or termination of a subscription, but remains subject to applicable law and the limitations expressly set forth in these Terms. All remote access and installation under this Section remain subject to Section 4.3(b), including its requirements concerning Updates that disable or materially impair Local Operation, commercially reasonable efforts to preserve Local Operation or provide a reasonable mitigation or alternative, and notice where required by that Section. Nothing in this Section independently authorizes the Company to disable or materially impair Local Operation except as permitted under Section 4.3(b), requires the Company to maintain compatibility with discontinued or unsupported third-party technology, or obligates the Company to provide Updates, replacement hardware, Support or services without charge, except as expressly required by an applicable agreement or applicable law.

(b) **Local Operation and Repair**. The Company will not deploy an Update that is designed to disable, or to materially impair, Local Operation of Products that Customer Purchased and has paid for in full (including Local Operation by a Permitted Lessee, as defined in Section 2.4 of Addendum A), except to the extent the Update is reasonably necessary to address a material security vulnerability, comply with applicable law, or respond to the discontinuation or loss of support of third-party technology on which the affected functionality materially depends, and the Company has used commercially reasonable efforts to preserve Local Operation or provide a reasonable mitigation or alternative. The Company will use commercially reasonable efforts to provide advance notice of an Update that it reasonably expects will materially and adversely affect Local Operation or require replacement of Controller Firmware or other controller or hardware to maintain functionality previously available to Customer, and to identify available mitigation measures where reasonably practicable. Whether a change materially impairs Local Operation will be assessed based on its actual effect on functionality of the Product, and not solely on whether the affected access method, interface, port, protocol or functionality was documented, authenticated or expressly made available to Customer. Notwithstanding the

foregoing, the removal or restriction of, or the addition of authentication to, an access method, interface, port, protocol or functionality that was not expressly made available to Customer and that Customer was not authorized to use under these Terms shall not, by itself, be considered an impairment of Local Operation. Nothing in these Terms requires the Company to maintain compatibility with third-party technology that has been discontinued or is no longer supported, or to provide Updates, replacement hardware, Support or services without charge, except as expressly required by an applicable agreement or applicable law. Nothing in this Section restricts Customer from repairing, maintaining or replacing physical components of Products owned by Customer, subject to Sections 4, 5, 7 and 10.5.

(c) **No Obligation to Provide Updates**. Nothing in this Section 4.3 obligates the Company to provide any Updates, maintenance or Support, which are provided only as Subscription Services or as otherwise set forth in an Order. The Company may require installation of an Update as a condition of continued access to or use of the App, Platform, cloud services, subscription services or other Digital Product Offerings, to the extent permitted by the applicable agreement and applicable law.

(d) **No Expansion of Rights; Survival**. An Update does not, by itself, expand the scope of any license granted to Customer or revive any subscription, Support or service obligation that has expired or terminated. Receipt or installation of an Update does not constitute acceptance of any amended Terms unless Customer separately accepts those amended Terms in accordance with Section 13.2. This Section 4.3 survives expiration or termination of these Terms or any Order, but any post-termination access or installation remains subject to subsection 4.3(a) and the applicable license or agreement.

5. CUSTOMER RESPONSIBILITIES AND USAGE RESTRICTIONS

5.1 Use of Products. Customer shall be responsible for providing all electricity, water and other utilities, and growing supplies necessary or appropriate for the use and operation of the Growcer Product Offerings.

5.2 **Usage Restrictions**. Customer will not and will not permit others to: (a) except to the extent applicable law expressly permits such activity notwithstanding this restriction, including reverse engineering or other activities undertaken solely to identify, analyze or use elements of a Digital Product Offering to the extent necessary to achieve interoperability with independently developed software, and only to the extent such activities are permitted by applicable law, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code, structure, algorithms or ideas underlying any Digital Product Offerings, whether directly or indirectly, and by any means, including through the use of artificial intelligence, machine learning, automated analysis tools or other technologies; (b) copy, translate, or prepare derivative works of any content or screen shots accessible via the Digital Product Offerings (other than Customer Data), or bypass, delete, or disable any copy protection or security mechanisms associated with the Digital Product Offerings, except to the extent applicable law expressly permits such activity notwithstanding this restriction; (c) publish, pledge, rent, lease, sell, resell or commercially distribute the Digital Product Offerings to any third parties; (d) engage any time-sharing or outsourcing application service provider or reseller or in any other distribution arrangement in connection with the Digital Product Offerings; (e) alter, remove, obscure, or destroy any notice of any copyright, trademark, trade name, service mark, logo, or other intellectual property or proprietary right designation placed upon or within the Growcer Product Offerings or any related documentation or other Company materials; (f) use the Digital Product Offerings to upload, create, access, display, store, manipulate, or distribute any Customer data that infringes upon the intellectual property, privacy, or proprietary rights of any third party; (g) use the Growcer Product Offerings in a manner that violates any statute, law, rule, regulation in place at the time of such use, or in any manner not expressly authorized by these Terms; (h) circumvent, disable or bypass any authentication, access control or security mechanism of the Controller Firmware or any other Digital Product Offering, or access or control the Greenery™ or any Product through any interface, port, protocol or credential that is undocumented, unauthenticated or not expressly made available to Customer by the Company, including to obtain the functionality of any Subscription Services without an active subscription, or obtain, use, share, disclose, transfer or facilitate access to or use of any password, credential, authentication, token, key or other access mechanism for the Controller Firmware or any controller that the Company has not expressly provided to or authorized for Customer's use, except to the extent applicable law expressly permits such activity notwithstanding this restriction; or (i) copy, modify, adapt, translate, distribute or create derivative works of any Digital Product Offering (including the Software, the App, the Platform and the Controller Firmware) or any part of it, except for copies made automatically in the normal course of Local Operation or of Customer's authorized use of the App and the Platform, or to the extent expressly permitted by applicable law. For clarity, this Section 5.2(i) does not prevent Customer from independently developing software that interoperates with a Product, provided that such software does not copy or incorporate any part of a Digital Product Offering and that its development and use comply with Sections 5.2(a) and 5.2(h).

5.3 Use of Data. Customer shall not sell, license, disclose or otherwise distribute any data, or assist any third party with respect to the foregoing, resulting from use of the Growcer Product Offerings, unless expressly authorized, pursuant to a written addendum to these Terms signed by the Company. Customer shall not collect or otherwise use any data or information of any kind generated from the Growcer Product Offerings except in connection with the Customer's use of the Growcer Product Offerings or the Greenery™ without the prior written consent of the Company.

6. DELIVERY AND RISK OF LOSS

6.1 Risk of Loss. Delivery of Products shall be to the Customer location set forth in the applicable Order, EXW the Company's or its supplier's dock (Incoterms 2020), freight prepaid upon transfer to a common carrier, unless otherwise stated in an Order. Risk of loss or damage to the Products shall pass to the Customer upon delivery at the designated EXW point. Notwithstanding the transfer of risk, title to the Products shall remain with the Company until full payment is received. Until title transfers, the Customer shall hold the Products as bailee for the Company and shall take all reasonable steps to protect them from loss or damage. Customer shall be liable to the Company for loss or damage to the Products upon delivery at the designated EXW point until title transfer to Customer. If the Products are delivered to a storage facility, Customer will be responsible for all costs and liabilities in connection with moving the Products to its location.

6.2 Delivery. Unless the Company receives specific shipping instructions from Customer in writing, the Company will exercise its discretion in selecting the method of shipment and the carrier. The Company or its representative may make partial deliveries. In light of the complexities of the manufacturing, procurement and/or shipping processes, the Company cannot guarantee delivery dates, but the Company will use commercially reasonable efforts to meet scheduled delivery dates. If Customer elects for the Company to arrange shipping and delivery, the Company requires at least thirty (30) days lead time from the date of payment for shipping to coordinate delivery of Products. In such an event, shipping and delivery costs will be invoiced separately from the Growcer Product Offerings invoices, as applicable. If Customer is unable to accept delivery within thirty (30) days of final payment (the "**Final Payment Date**"), Customer will promptly reimburse the Company for all costs of storage, to be billed at a rate of $500 per month. Billing for such storage will commence on the first (1st) of the month preceding the Final Payment Date, regardless of payment status. Storage billing will cease only once delivery is initiated. Customer will be responsible for all necessary site preparations and for installation of the Products at Customer's site. The Company will assist in this preparation to the extent reasonably practicable. Without limiting Customer's warranty set forth in Section 10 below, the Products will be deemed accepted by Customer when they depart the Company's or its supplier's dock. No shipments will be made until all terms have been met and payments received under these Terms and the applicable Order.

7. CONFIDENTIALITY

Customer acknowledges that, in connection with these Terms, any Order and its relationship with the Company, Customer may obtain information relating to the Growcer Product Offerings, the Greenery™ or to the Company itself, which is of a confidential and proprietary nature ("**Confidential Information**"). Such Confidential Information includes trade secrets, know-how, inventions, techniques, processes, programs, schematics, the Software, software documentation, data, customer lists, financial information, intellectual property, growth strategy, and sales and marketing plans and information. Customer agrees and acknowledges that the internal design of the Greenery™ is the Confidential Information of the Company. Customer shall at all times keep in trust and confidence all such Confidential Information and shall not use such Confidential Information other than as expressly authorized by the Company under these Terms or an Order, nor shall Customer disclose any such Confidential Information to any third party without the Company's prior written consent, which consent shall be in the Company's sole discretion. Customer shall limit the disclosure of the Confidential Information to the employees of the Customer who have a need to know and are hereby bound in writing by the same or no less restrictive Confidential Information restrictions and provisions as those applicable to Customer hereunder.

8. TERM AND TERMINATION

8.1 Term. The term of Customer's Purchase of any of the Digital Product Offerings, and any applicable renewal terms, will be set forth in the applicable Order. Unless terminated earlier as provided in these Terms, these Terms will become effective between Customer and the Company as of the effective date set forth in the first Order executed by the parties or, if earlier, the date on which Customer first accepts these Terms in accordance with Section 13.2(b) and remain in effect for so long as any Orders are in effect between Customer and the Company (the "**Term**").

8.2 Termination and Default. If Customer breaches any of these Terms or the terms of an Order (including non-payment of amounts due), and Customer shall fail to cure or remedy any such breach within thirty (30) days following written notice of such breach from the Company, the Company may, without limiting its other legal or equitable remedies, terminate or suspend the applicable Order or the applicable Growcer Product Offerings thereunder. The Company further reserves the right to immediately refuse or cancel service to any account, user or entity which, by the Company's estimation, misuses any Growcer Product Offerings or violates these Terms.

8.3 Effect of Termination. Upon termination or expiration of these Terms, all licenses granted to Customer herein (other than the license to use the Controller Firmware set forth in Section 2.4 of Addendum A, which shall continue in accordance with its terms) will terminate, and Customer will cease all use of the Digital Product Offerings (other than use of the Controller Firmware for Local Operation as permitted by Section 2.4 of Addendum A). Notwithstanding any termination or expiration of these Terms, Sections 2, 4 (including Section 4.3), 5, 6, 7, 8.3, 9, 10 (for the periods set forth therein, provided that Section 10.6 shall survive indefinitely), 11 and 13 and Section 2.4 of Addendum A will survive any expiration or termination of these Terms.

9. CUSTOMER INDEMNITY

Customer will indemnify, hold harmless, and defend the Company and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the **"Company Indemnified Parties**") against any and all losses, liabilities, damages, judgments, deficiencies, awards, interest, penalties, fines, costs and expenses (including reasonable legal fees and expenses) (collectively, "**Losses**") in any third-party claim, action, suit or proceeding (collectively, "**Claims**") made or brought against a Company Indemnified Party arising out of or in connection with Customer's acts and omissions.

10. WARRANTY

10.1 Limited Warranty. The Company warrants that the Products will be free from material defects in workmanship and materials under normal use for a period of thirty (30) days from the date of delivery to Customer (the "**Warranty Period**").

10.2 Third Party Components Warranties. All third-party Products ("**Third-Party Products**"), including all software, pumps, tanks, monitoring equipment and other parts are covered by the respective manufacturer's warranty. The Company will pass through to Customer any transferable warranties, indemnities and remedies applicable to such Third-Party Products, as provided to the Company by the manufacturer of the applicable Third-Party Products, including any warranties and indemnities for intellectual property infringement. The Company will provide Customer with Product documentation for each Third-Party Product Purchased. The Company makes no warranties with respect to Third-Party Products.

10.4 Customer Notice. Customer must provide written notice to the Company of any breach of warranty hereunder by the earlier to occur of (a) thirty (30) days after the date the defect giving rise to such warranty breach was known, or reasonably should have been known, by Customer or any of its employees, contractors, agents or representatives, and (b) the end of the applicable warranty period. Failure of Customer to provide notice of such warranty breach within the foregoing time period shall be deemed a waiver by Customer of the breach of warranty.

10.5 Warranty Exclusions. The warranties in this Section 10 do not apply to any claims resulting from: (a) normal wear and tear; (b) failure to apply, install or maintain the Products or the components thereof according to the published instructions and guidelines; (c) Customer's or a third party's abuse, neglect, misuse, misapplication or accident, or failure to exercise due caution in cleaning, maintenance or operation, of the Products; (d) Customer's or a third party's alteration or modification of the Products; (e) interoperation or combination with third-party hardware or software not provided by the Company; or (f) substitution of any unauthorized non-Company components for use in place of the Company components in the Products, including work surfaces, towers, lights, pumps and tanks; (g) failure of Customer to provide a suitable operating environment for the Products; or (h) use of the Products in violation of these Terms. Without limiting the foregoing exclusions, no warranty is provided herein for any consumables or variations in surface materials.

10.6 **Warranty Disclaimers**. The Company is not obligated to provide service, upgrades, updates, improvements, or enhancements to the Growcer Product Offerings beyond those expressly set forth herein or in an Order. Before or after acceptance of an Order, the Company may make changes to the Growcer Product Offerings without Customer's approval or advance notice if such changes do not materially adversely affect their performance or function, subject to Section 4.3. Changes made to address security vulnerabilities, maintain compatibility with third-party infrastructure, services or components that are modified, deprecated or retired, or

remove, restrict or add authentication to an access method, interface or functionality that is undocumented, unauthenticated or not expressly made available to Customer may be made only to the extent authorized under Section 4.3 and applicable law; the nature or purpose of a change does not, by itself, establish that the change does not materially adversely affect performance or function. The Company's rights under this Section 10.6 continue after expiration or termination of these Terms, subject to Section 4.3 and the applicable license or agreement. Except for the warranties set forth in this Section 10, to the extent permitted by applicable law the Company and its suppliers, licensors and representatives expressly disclaim all warranties, express or implied, in fact or by law, including any implied warranty of merchantability, quality, fitness for a particular purpose and non-infringement, samples previously provided, security (of connection, access or data), or course of dealing. Without limiting the foregoing, the Company does not warrant that the Software, the Platform or the App are error-free, will operate without interruption or are compatible with all equipment and software configurations.

10.7 Exclusive Remedy. Customer's exclusive remedy for breach of Section 10.1 or Section 10.2 will be, in the Company's sole discretion, repair or replacement of the defective portion thereof or a refund to Customer of the price paid by Customer for the defective portion of the applicable Growcer Product Offering. Parts or components may be replaced as deemed necessary solely in the Company's discretion, with the returnable part or components becoming the property of the Company. The warranties and remedies herein apply only to the Growcer Product Offerings delivered to customers in the United States and are exclusive, non-transferable and effective only with respect to the original purchaser of the Growcer Product Offerings. Any warranty of the Company for use of the Growcer Product Offerings out of the United States will be set forth in an Order.

11. DISCLAIMER AND LIMITATION OF LIABILITY

11.1 Disclaimer. IN NO EVENT WILL COMPANY OR ITS SUPPLIERS, LICENSORS, OR REPRESENTATIVES BE LIABLE TO CUSTOMER OR ANYONE ELSE, FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS OR REVENUE, LOSS OF USE OR COST OF RECOVERY OF THE ANY GROWCER PRODUCT OFFERINGS OR RELATED MATERIALS, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT RESULTS MAY VARY AND AGREES THAT IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS, LICENSORS, OR REPRESENTATIVES BE LIABLE TO CUSTOMER FOR IMPROPER, INCORRECT OR UNAUTHORIZED USE OF THE GROWCER PRODUCT OFFERINGS IN GROWING, HARVESTING, BUYING, SELLING AND/OR CONSUMING CROPS.

THE COMPANY SHALL NOT, BY REASON OF THE DISCONTINUATION OR MODIFICATION OF THE GROWCER PRODUCT OFFERINGS, OR THE TERMINATION OR NON-RENEWAL OF THESE TERMS, BE LIABLE TO CUSTOMER FOR COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PROSPECTIVE PROFITS, OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS OR COMMITMENTS MADE IN CONNECTION WITH THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF CUSTOMER'S BUSINESS. EXCEPT FOR EXPRESS WARRANTIES STATED IN THESE TERMS, THE GROWCER PRODUCT OFFERINGS ARE PROVIDED WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER.

11.2 Limitation of Liability.

(a) In no event shall the Company's aggregate liability arising in connection with these Terms or the Growcer Product Offerings, from all Claims of any kind, including Customer claims ("**Customer Claims**"), exceed the purchase price actually paid by Customer to the Company under the applicable Order in respect of the Growcer Product Offering giving rise to the Claim or Customer Claim, as applicable. Customer acknowledges that the foregoing limitations in this Section 11 are an essential element of these Terms and that in the absence of this Section 11, the pricing and other terms herein would be substantially different.

(b) It is Customer's responsibility to have and maintain in place virus protection software and security for all of its systems and data, including firewalls, malware and spyware protection, secure passwords, physical security, and access control policies. If Customer's systems have persistent connections to the Internet or otherwise have persistent connections to any network where there is potential for unauthorized access, Customer acknowledges that the security and protection of the connections, transmittals, transactions and network (as applicable) and the data and applications on or involved with same, including protections against unauthorized access, is solely and entirely Customer's responsibility. Customer acknowledges that, to be effective, virus protection software, system passwords, and other security software require periodic and routine updates, which Customer must obtain from its supplier or the manufacturer, as appropriate. CUSTOMER

WAIVES, AND THE COMPANY EXPRESSLY DISCLAIMS LIABILITY FOR, ANY CLAIMS AND CUSTOMER CLAIMS HEREUNDER AGAINST THE COMPANY (a) ARISING FROM CUSTOMER'S FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS PROTECTION, (b) AS A RESULT OF A FAILURE OR BREACH OF CUSTOMER'S SECURITY FOR ITS SYSTEMS OR DATA, (c) FOR LOSS OF CUSTOMER DATA, (d) ARISING FROM CUSTOMER'S FAILURE TO COMPLY WITH ANY LAWS OR GOVERNMENTAL RULES OR REGULATIONS, INCLUDING THE FAILURE OF CUSTOMER'S SYSTEMS TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS, OR (e) AS A RESULT OF ANY UNAUTHORIZED ACCESS TO CUSTOMER'S SYSTEMS, WHICH SUCH UNAUTHORIZED ACCESS CUSTOMER ACKNOWLEDGES CANNOT IN ALL CASES BE PREVENTED EVEN IF REASONABLE STEPS HAVE BEEN TAKEN. SUPPORT OR SERVICES HEREUNDER NECESSITATED BY ANY OF THE FOREGOING ARE NOT COVERED UNDER THESE TERMS.

12. FORCE MAJEURE AND ALLOCATION

If either party's performance under these Terms (except payment of monies due) is prevented, restricted, or interfered with by reason of casualty, accident, fire, strikes or labor disputes, terrorist acts, inability to procure materials or components, power or supplies, war or other violence, pandemics, epidemics and quarantine restrictions, compliance with any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency or intergovernmental body (including those related to infringement), production delays, or any other act, circumstance, or condition whatsoever beyond such party's or its suppliers' or licensors' reasonable control, the party whose performance is prevented, restricted, or interfered with, upon notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference. The Company may allocate its available supply of Products among any or all of its customers, including the internal requirements of the Company and its affiliates, on such basis as it may deem fair and practical, without liability for any failure to comply with the provisions of these Terms.

13. GENERAL TERMS

13.1 Export. The Products and Software may be subject to United States export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer must comply strictly with all such regulations that are now or later in effect. Customer certifies that it will not export or re-export any of the Growcer Product Offerings, or any parts thereof furnished by the Company unless it complies fully with all laws and regulations relating to such export or re-export, including the customs and export control laws and regulations of the United States and the country in which the Growcer Product Offerings are received or to be received. Customer acknowledges that it is Customer's sole responsibility to comply with and abide by all such laws.

13.2 **Modifications; Acceptance**.

(a) **Orders**. An Order may only be modified by a written amendment or agreement signed by authorized representatives of the Company and Customer. Any and all proposed modifications to Growcer Product Offerings contained in an Order must be approved by the Company and added as an exhibit to the Order.

(b) **Acceptance of Initial Terms**. Customer accepts these Terms by any of the following: (i) executing an Order or placing a Farmhand® Order; (ii) paying any invoice issued by the Company for a Growcer Product Offering; (iii) affirmatively renewing any subscription; (iv) indicating acceptance through the App, the Platform, the Company's website or other electronic means made available by the Company; or (v) continuing to use any Growcer Product Offering (including the Controller Firmware) after receiving notice of the initial version of these Terms. This subsection applies to all customers, including customers who first Purchased or subscribed to any Growcer Product Offering from Freight Farms, Inc. ("**Freight Farms**") before the Company's acquisition of the Freight Farms business. Nothing in this subsection, by itself, establishes that a customer who previously Purchased equipment accepted a new authorization for remote access or modification that is not otherwise authorized under the customer's applicable purchase agreement, license or other agreement. If any earlier version of these Terms, or any Order or other agreement between Customer and the Company, requires an amendment to be made by a written instrument signed by both parties or by any other procedure, then Customer, by affirmatively accepting these Terms electronically in accordance with Section 13.2(b)(iv), (A) agrees that such acceptance, together with the Company's electronic execution of these Terms, constitutes a written amendment of that earlier agreement signed by both parties, and (B) to the extent any other acceptance procedure would otherwise apply to Customer, Customer waives that procedure with respect to the acceptance of these Terms.

(c) **Changes to these Terms**. The Company may modify or replace these Terms from time to time by posting the revised Terms on its website and notifying Customer by email, through the App or the Platform, or by other reasonable means. Revised Terms take effect thirty (30) days after such notice (the "**Amendment Date**"), except that changes required by applicable law or made pursuant to the Security Exception below may take effect upon notice, in each case subject to the requirements applicable to Material Amendments under this Section 13.2(c). Customer's continued use of any Growcer Product Offering (including the Controller Firmware) after the Amendment Date constitutes Customer's acceptance of revised Terms only to the extent such acceptance is effective under this Section 13.2(c). If Customer does not agree to revised Terms that are not a Material Amendment, Customer's sole and exclusive remedy is to stop using the affected Growcer Product Offerings and give written notice of non-renewal of any subscription before the Amendment Date, in which case the Terms in effect before the revised Terms will continue to apply for the remainder of Customer's then-current subscription term only. Revised Terms will not change the price, quantity or delivery terms of any Order executed before the Amendment Date. Any amendment that materially expands Customer's obligations or restrictions, materially reduces Customer's rights, or otherwise materially adversely affects Customer's use of a Growcer Product Offering, including material changes to the rights relating to Controller Firmware, Local Operation, remote access or Updates (a "**Material Amendment**") will become binding on Customer only upon Customer's affirmative acceptance of the Material Amendment, whether electronically or by another method expressly authorized by the Company, except as expressly provided in the Security Exception below. Continued use of a Growcer Product Offering, standing alone, will not constitute acceptance of a Material Amendment.

Electronic Acceptance of Material Amendments. Notwithstanding any provision of any prior version of these Terms requiring an amendment to be in writing or signed by both parties, the Company and Customer agree that a Material Amendment may be executed and accepted electronically. The Company's issuance of a Material Amendment through an electronic acceptance process that expressly identifies the Material Amendment and requests Customer's affirmative acceptance constitutes the Company's offer and electronic assent to the Material Amendment, and Customer's affirmative acceptance through that process constitutes Customer's electronic signature and acceptance of the Material Amendment, in each case subject to applicable law. The Company will maintain an electronic record of the version of the Material Amendment presented to Customer, the date and time of acceptance, and information reasonably sufficient to identify Customer or the authorized user who accepted it. The electronic record will be capable of being retained and accurately reproduced for later reference.

Security Exception**.** Notwithstanding the affirmative-acceptance requirement above, the Company may implement a change to these Terms without Customer's prior affirmative acceptance, effective upon notice to Customer, but only to the extent the change is reasonably necessary to address an actual or reasonably suspected material security vulnerability, active security threat, or unauthorized access that presents a material risk to the security, integrity or operation of a Growcer Product Offering, Controller Firmware, or the Company's or its customers' systems or data. The Company may implement such a change without advance notice only to the extent reasonably necessary to address an imminent material security risk, provided that the Company gives Customer notice as soon as reasonably practicable thereafter. Any such change must be narrowly tailored to address the identified security risk, and the Company will use commercially reasonable efforts to minimize adverse effects on Customer's use of the applicable Growcer Product Offering and to preserve Local Operation. If the change materially impairs Local Operation, the Company will, to the extent reasonably practicable, provide Customer with advance notice, an explanation of the security risk and the expected effect of the change, and a reasonable mitigation or alternative. This Security Exception does not authorize the Company to materially impair or disable Local Operation except to the extent independently permitted under Section 4.3(b) and does not expand the Company's authority to remotely access or modify Customer-owned equipment beyond that otherwise authorized under the applicable license or other agreement and applicable law.

If Customer rejects a Material Amendment other than a change validly implemented under the Security Exception, the Company may, upon reasonable notice and to the extent permitted by the applicable Order, agreement and applicable law, discontinue or suspend the affected Subscription Services or other online functionality to which the Material Amendment relates. Customer's rejection of a Material Amendment will not, by itself, terminate, suspend or require Customer to cease using the Controller Firmware for Local Operation pursuant to the perpetual license granted under Addendum A, Section 2.4. Customer's continued use of the Controller Firmware for Local Operation will remain subject to the Terms and Addendum A as in effect immediately before the rejected Material Amendment, except to the extent a change is required by applicable law or is otherwise authorized under the existing license or other applicable agreement. Nothing in this Section requires the Company to continue providing Subscription Services, Updates, Upgrades or Support except as required by an applicable Order, other agreement or applicable law.

13.3 Publicity. The Company will notify Customer prior to including Customer in any publicity or marketing. If Customer does not object within five (5) days of its receipt of such notice, Customer will be deemed to have approved such activity.

13.4 Severability. If any provision of these Terms or any Order is found to be unenforceable, the remaining provisions shall remain in full force and effect, and any unenforceable provision shall be replaced by a legally effective provision that comes as close as possible to the purpose of the unenforceable provision.

13.5 Environmental. Customer shall be solely responsible, and the Company shall have no responsibility, for (a) properly disposing of wastes, spent materials, and other materials constituting or used in connection with the Growcer Product Offerings, or (b) personal injury or property damage resulting from or alleged to result from the improper use of the Growcer Product Offerings or the use of non-Company authorized materials in conjunction with the Growcer Product Offerings, including material introduced into the Growcer Product Offerings by Customer.

13.6 No Waiver. Failure on any occasion by either party to enforce any term of these Terms or any Order shall not prevent enforcement on any other occasion.

13.7 Notices. All notices and other communication of a party shall be in writing and given by (a) hand delivery; (b) email; (c) certified or registered mail with an acknowledgment of receipt, postage prepaid, return receipt requested; or (d) a reputable private courier which provides evidence of receipt as a part of its delivery service, each at such party's address on the applicable Order, or to such other address as may be designated in writing by either party from time to time in accordance herewith. Notices shall be deemed delivered (i) two (2) business days following delivery by hand or by private courier, (ii) on the date sent by e-mail if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient and (iii) three (3) business days following proper dispatch by certified or registered mail.

13.8 Governing Law; Jurisdiction; Waiver of Jury Trial. These Terms and all Orders are made in, governed by and shall be construed in accordance with the laws of the State of Delaware without reference to its principles of conflict of laws to the extent such principles would apply to the laws of any other jurisdiction. Subject to Sections 13.13 through 13.15, Customer consents to the exclusive personal jurisdiction and venue of the courts of the State of Delaware for all litigation which may be brought with respect to or arising out of the terms of and the transactions and relationships contemplated by these Terms and any Order. The parties hereby expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods. The Company and Customer each unconditionally and irrevocably waive their respective rights to a jury trial with respect to any Claim or Customer Claim based upon or arising out of, directly or indirectly, these Terms and any Order, any dealings between the parties relating to the subject matter hereof, and the relationship between the parties, which waiver is intended to include contract claims, tort claims, and all other common law or statutory claims.

13.9 Entire Agreement. These Terms, any Material Amendments which have been affirmatively accepted by Customer pursuant to Section 13.2(c), and any Orders, together with any exhibits and schedules hereto or thereto, constitute the exclusive agreement between the Company and Customer regarding the Growcer Product Offerings, and supersede all previous agreements, understandings and communications between the parties, whether oral or written. Any additional, contradictory, or different terms or conditions proposed by Customer shall be void and of no effect unless the Company specifically identifies and accepts such terms and conditions in writing thereto. Agents and sales representatives of the Company have no authority to make any representation that is not included herein or is different or contradictory to what is included herein, and Customer may not rely upon any such representation.

13.10 Assignment. Neither these Terms nor any Order may be assigned in whole or part by Customer without the Company's prior written consent, which consent shall be in the Company's sole discretion. Any assignment in violation of the foregoing shall be null and void *ab initio*. These Terms and any Orders shall be binding on each party's successors and assigns.

13.11 Equitable Remedies. Customer recognizes and agrees that Customer's breach of these Terms or any Order may cause irreparable injury to the Company for which it may not have an adequate remedy at law, and that any actual or threatened breach of these Terms or any Order will entitle the Company to seek immediate injunctive relief prohibiting such breach without posting bond, in addition to any other rights and remedies available to the Company at law or in equity.

13.12 Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires

otherwise whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import.

13.13 Arbitration. Except as provided in Section 13.15, any dispute, claim or controversy arising out of or relating to these Terms, any Order, the Growcer Product Offerings or the relationship between the parties, including any dispute concerning the formation, interpretation, scope, applicability, validity or enforceability of this Section 13.13 (each, a “**Dispute**”), shall be finally resolved by binding arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with its Commercial Arbitration Rules then in effect, before a single arbitrator. The seat and legal place of arbitration shall be Wilmington, Delaware. Hearings may be conducted by videoconference or other remote means as determined by the arbitrator, after consultation with the parties. The arbitrator shall apply the substantive law specified in Section 13.8, without regard to its conflict-of-laws principles, and shall be bound by the limitations of liability and other applicable limitations set forth in Section 11, in each case to the extent enforceable under applicable law. The arbitrator shall have authority to award any relief available under the applicable law and these Terms, subject to the foregoing limitations. Judgment on the arbitration award may be entered in any court of competent jurisdiction. This Section 13.13 and any arbitration conducted pursuant to it shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., to the extent applicable The parties shall keep confidential the existence of the arbitration, all materials submitted in connection with it, the proceedings and any award except to the extent disclosure is reasonably necessary to prosecute or defend the Dispute, enforce or challenge an award, obtain legal, accounting, insurance or other professional advice, comply with applicable law or legal process, or disclose information to a party’s affiliates, insurers, auditors, financing sources or professional advisers who have a legitimate need to know and are subject to confidentiality obligations or professional duties of confidentiality. Nothing in this Section prohibits a party from making a disclosure required by law or necessary to protect or pursue its legal rights.

13.14 Class Action Waiver. Each party may bring Disputes against the other only in its individual capacity and not as a plaintiff, class member or representative in any purported class, collective, consolidated or representative proceeding. The arbitrator may not consolidate the claims of more than one customer and may not preside over any form of class, collective or representative proceeding. Any question regarding the validity or enforceability of this Section 13.14 shall be decided by a court in accordance with Section 13.8, not by the arbitrator. If this Section 13.14 is found unenforceable with respect to any Dispute, Section 13.13 shall not apply to that Dispute, which shall be resolved exclusively in the courts specified in Section 13.8.

13.15 Exceptions; Opt-Out. Notwithstanding Section 13.13, (a) either party may bring an individual action in a small claims court of competent jurisdiction; (b) either party may seek temporary, preliminary or permanent injunctive or other equitable relief in a court of competent jurisdiction to protect its IP Rights or Confidential Information, including under Section 13.11; and (c) the Company may bring an action in a court of competent jurisdiction to collect unpaid fees. A Customer that accepted these Terms before November 2, 2026 may opt out of Sections 13.13 and 13.14 by giving written notice to the Company in accordance with Section 13.7 within thirty (30) days after first receiving notice of those Sections, in which case any Dispute with that Customer shall be resolved exclusively in the courts specified in Section 13.8. Opting out does not affect any other provision of these Terms.

[END OF TERMS – ADDENDA FOLLOW]

ADDENDUM A

Software License Addendum

This Software License Addendum is attached to and made a part of the Growcer Terms and Conditions of Sale (the "Terms"), which are incorporated herein by reference. Capitalized terms used but not defined in this Addendum have the meanings given to them in the Terms.

The following additional terms govern Customer's Purchase and use of the Digital Product Offerings. This Addendum supplements the Terms and must be read together with them. In the event of a conflict concerning Controller Firmware, Updates, remote access to Products, or Local Operation, Sections 4.3, 10.6 and 13.2 of the Terms control, except that this Addendum governs the scope of the license granted in Section 2.4 below.

1. USER ACCOUNTS

To use the Digital Product Offerings, Customer may need to create an account ("**Account**"). Customer agrees to provide the Company with accurate, complete and updated information for Customer's Account. Customer can access, edit and update Customer's Account by accessing the App or via the Company's website. Customer is solely responsible for any activity on or identified with Customer's Account and for maintaining the confidentiality and security of Customer's password. Customer will immediately notify the Company at support@freightfarms.com if Customer knows or has any reason to suspect that Customer's Account or password has been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of Customer's Account.

2. SOFTWARE LICENSE AND UPDATES/UPGRADES

2.1 **License**. Subject to Customer's payment of the applicable fees and Customer's compliance with the Terms, the Company grants Customer a limited, revocable, nonexclusive, non-sublicensable and non-transferable license to use the Digital Product Offerings subscribed to by Customer under an Order solely in connection with Customer's use of the Growcer Product Offerings and the Greenery™. With respect to any Digital Product Offerings made available under an Order are licensed or subscribed for and not sold. This Section 2.1 does not expand the rights granted under Section 2.4 with respect to Controller Firmware or independently authorize remote access to, or modification of, any Product. This license does not include any right to copy or modify the Digital Product Offerings except as permitted by Section 5.2(i) of the Terms.

2.2 **Updates and Upgrades**. "**Software Upgrades**" means additions of features or functionality to the Digital Product Offerings, and "**Software Updates**" means modifications intended to correct, maintain, secure or change the operation or functionality of the Digital Product Offerings. The Company may, in its discretion, provide Software Updates at no cost and may offer Software Upgrades for license at its then-current prices. Except as expressly provided in an applicable Order or required by applicable law, the Company has no obligation to provide Software Updates, Software Upgrades or Support. Software Updates and Software Upgrades provided as Subscription Services are available only while Customer has an active, paid subscription, except as otherwise expressly agreed by the Company or required by applicable law. Any Software Update or Software Upgrade involving Controller Firmware, including remote access to or installation on a Product, remains subject to Section 4.3 of the Terms and Section 2.3 of this Addendum. Nothing in this Section 2.2 authorizes access to or modification of a Product after a subscription expires or terminates where such access or modification is not otherwise authorized by the applicable Order, license, agreement or law.

2.3 **Remote Access and Firmware Updates**. Any remote access to a Product, and any installation, modification, disabling or other change to Controller Firmware, is permitted only to the extent authorized by the applicable Order, license or other agreement, or by applicable law, and is subject to Section 4.3 of the Terms. Customer's acceptance of this Addendum or the Terms, use of the App or Digital Product Offerings, or prior subscription to a service does not, by itself, authorize remote access to or modification of a Product after the applicable authorization has expired or terminated. The Company will not use this Addendum to expand any existing authorization. Any Update that may materially impair Local Operation, require replacement of hardware, or otherwise materially adversely affect a Product is governed by Section 4.3 of the Terms, including its applicable notice, mitigation and other requirements. Nothing in this Section requires the Company to provide Updates, Support or compatibility with discontinued third-party technology except to the extent required by an applicable Order, other agreement or applicable law.

2.4 **Controller Firmware License**. The Controller Firmware is licensed, not sold, and the Company and its licensors retain all right, title and interest in and to the Controller Firmware. Subject to Customer's compliance with Sections 4, 5 and 7 of the Terms, the Company grants Customer a perpetual, non-exclusive, non-

sublicensable (except as permitted below) license to use the Controller Firmware, in object-code form only and solely as installed on (or provided by the Company for) Products that Customer Purchased and has paid for in full, for Local Operation of those Products. This license (a) does not require an active subscription and survives expiration or termination of the Terms, any Order or any subscription; (b) does not include any right to Subscription Services, Software Updates, Software Upgrades or Support, except as expressly provided in an applicable Order or required by applicable law; (c) may be terminated by the Company upon written notice if Customer materially breaches Section 4, 5 or 7 of the Terms and fails to cure that breach within thirty (30) days after written notice; and (d) is not transferable, except that it transfers automatically with the sale or other transfer of the Product on which the Controller Firmware is installed to a transferee that agrees, in writing or by electronic acceptance, to be bound by the Terms. Customer, including any affiliate of the Company that is a Customer under these Terms (including Modular Farms Fund I LP and its wholly owned subsidiary MFF Operations USA Corp), may permit any person or entity to whom Customer leases or rents a Product (a "**Permitted Lessee**") to use the Controller Firmware installed on that Product solely for Local Operation during the term of the applicable lease or rental agreement without requiring a separate license from the Company, provided that: (i) Customer binds the Permitted Lessee by written agreement to comply with restrictions at least as protective of the Company as those set forth in Sections 4, 5 and 7 of the Terms, to the extent applicable to the Permitted Lessee's use of the Product and Controller Firmware; (ii) Customer remains responsible to the Company for any act or omission of the Permitted Lessee that would constitute a breach of the Terms if committed by Customer; and (iii) Customer maintains, and does not knowingly take any action to impair, any rights or authorizations necessary under the applicable lease, license or other agreement for the Company to exercise its rights under Section 4.3 of the Terms, subject in all cases to the limitations set forth in the applicable agreement and applicable law. With respect to the Controller Firmware, a Permitted Lessee receives no rights under the Terms or the applicable license other than the limited right to use the Controller Firmware for Local Operation expressly provided in this Section. The Permitted Lessee's right to use the Controller Firmware under this Section automatically terminates upon expiration or termination of the applicable lease or rental agreement, or termination of the license under which Customer is authorized to permit such use. Nothing in this Section independently authorizes the Company to remotely access or modify a Product or Controller Firmware beyond the scope otherwise authorized under the applicable license or other agreement and applicable law. The license in this Section 2.4 is subject to Section 4.3 of the Terms, including its protections relating to Local Operation and its limits on remote access and Updates. Neither this Section 2.4 nor a transferee's acceptance of the Terms independently grants the Company authorization to remotely access or modify a Product beyond the scope of an applicable Order, license or other agreement, or as otherwise permitted by applicable law. Notwithstanding anything to the contrary in Section 2.1 of this Addendum, this Section 2.4 governs Customer's license to Controller Firmware.

3. USE OF THE APP

Customer is responsible for providing the mobile device, wireless service plan, software, Internet connections and/or other equipment or services that Customer needs to download, install and use the App. The Company does not guarantee that the App can be accessed and used on any particular device or with any particular service plan. The Company does not guarantee that the App will be available in any particular geographic location. As part of its use of the Digital Product Offerings, Customer may receive push notifications, local client notifications, text messages, picture messages, alerts, emails or other types of messages directly sent to Customer in connection with the App ("**Push Messages**"). Customer acknowledges that, when Customer uses the App, Customer's wireless service provider may charge Customer fees for data, text messaging and/or other wireless access, including in connection with Push Messages. Customer has control over the Push Messages settings and can opt in or out of these Push Messages through the App or through Customer's mobile device's operating system (with the possible exception of infrequent, important service announcements and administrative messages). Customer should check with its wireless service provider to determine what fees apply to Customer's access to and use of the App, including receipt of Push Messages from the Company. Customer is solely responsible for any fee, cost or expense that Customer incurs to download, install and/or use the App on Customer's mobile device, including for receipt of push messages from the Company.

4. MOBILE SOFTWARE FROM THE APPLE APP STORE

The following terms and conditions apply to Customer only if Customer is using the App from the Apple App Store. To the extent the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to the App from the Apple App Store. Customer acknowledges and agrees that these Terms are solely between Customer and the Company, not Apple, and that Apple has no

responsibility for the App or content thereof. Customer's use of the App must comply with the App Store's applicable terms of use. Customer acknowledges that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, Customer may notify Apple, and Apple will refund the purchase price, if any, for the App to Customer. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims or, Losses attributable to any failure to conform to any warranty will be solely governed by these Terms. Customer and the Company acknowledge that Apple is not responsible for addressing any claims of Customer or any third-party relating to the App or Customer's possession and/or use of the App, including to: (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation. Customer and the Company acknowledge that, in the event of any third-party claim that the App or Customer's possession and use of that App infringes that third-party's IP Rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. Customer must comply with applicable third-party terms of agreement when using the App. Customer and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as they relate to Customer's use of the App, and that, upon commencement of the Term, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against Customer as a third-party beneficiary thereof.

5. THIRD PARTY SERVICES AND MATERIALS

The Digital Product Offerings may display, include or make available content, data, information, applications or materials from third parties ("**Third Party Materials**") or provide links to certain third-party websites. By using the Digital Product Offerings, Customer acknowledges and agrees that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or websites. The Company does not warrant or endorse and does not assume and will not have any liability or responsibility to Customer or any other person for any third-party services, Third Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to Customer.

6. SMS MESSAGING AND PHONE CALLS

Certain portions of the Digital Product Offerings may allow the Company to contact Customer via telephone or text messages. Customer agrees that the Company may contact Customer via telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by Customer or on Customer's behalf in connection with Customer's use of the Digital Product Offerings, including for marketing purposes. Customer is not required to provide this consent as a condition of using the Digital Product Offerings. Customer may opt out of receiving text messages from the Company at any time by contacting support@freightfarms.com . If Customer does not choose to opt out, the Company may contact Customer as outlined in the Company's Privacy Policy.

7. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and related documentation are "Commercial Items", 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 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

8. LOCATION OF COMPANY PRIVACY POLICY

The Company is committed to protecting your privacy. For more information, Customer should review the Company's Privacy Policy (https://www.thegrowcer.ca/privacy-policy), which is incorporated into these Terms by this reference.

[END OF SOFTWARE LICENSE ADDENDUM]