

## Agri-intelligence Dashboard Terms and conditions

### 1. Data sources

To help you understand the application and limitations of the data contained in DataFarming's Agri-intelligence dashboard, the data has been derived as described below:

- a. The actively growing cropped area is derived from detecting actively growing plants from multi-temporal satellite imagery. Although the output has been clipped/masked to the cropping land use, this has the potential to include pasture areas, other land use, as well as other crop types.
- b. Cloud cover and missing satellite images are likely to affect some analysis related to crop area detection, which is clearly out of our control.
- c. Total available cropped hectares are derived from State/Territory government land use datasets, which DataFarming has identified errors within.
- d. Planned crop type data is derived from a third-party provider, and as such as we have no control over the accuracy of this data. Hover over the pie chart to obtain the number of paddocks that were used in collating this dataset for each zone/region. The customer will need to make their own assumptions as to the number of records that they deem appropriate to represent the zone/region.
- e. Planned crop type data may not represent what was actually planted.
- f. Crop type datasets are derived from satellite imagery analysis and training datasets, and as such may contain errors. The Company has used computer machine learning techniques to derive this data, and only a subset of paddocks have been tested for accuracy.
- g. Cumulative rainfall is derived from Australian government interpolated raster datasets, which the Company has no control over, nor has the Company determined the accuracy of.
- h. Soil water percentage is derived from Australian government modelled soil water datasets, which the Company has no control over, nor has the Company determined the accuracy of.

### 1. Acceptance of this Agreement

'Customer is defined as being the person or user viewing or using the Agri-intelligence Dashboard data. The 'Company' is DataFarming Pty Ltd.

Selecting the 'tick' below the "I accept", or otherwise accessing and viewing the data on the Agri-intelligence dashboard, represents his/her (the user/customer's) acceptance of the terms of this Agreement.

### 2. Restrictions and Responsibilities

Except as otherwise agreed to in writing, the Customer must not reverse compile, disassemble, remove, release, disclose, reveal, copy, extract, modify or otherwise reverse engineer all or any part of the Services or any software, documentation or data related to the Services

The Customer hereby agrees to indemnify and hold harmless the Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and legal fees) in

connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Customer's use of Services. Although the Company has no obligation to monitor the Customer's use of the Services, the Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

The Customer shall also be responsible for maintaining the security of the Customer account, passwords (including but not limited to administrative and customer passwords) and files, and for all uses of the Customer account with or without the Customer's knowledge or consent.

### 3. Warranty and Disclaimer

The Company shall use reasonable efforts to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and proper manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by the Company or by third-party providers, or because of other causes beyond the Company's reasonable control, but the Company shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption. However, the Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services.

The Company's obligation and the Customer's exclusive remedy during the Licence Period and any Renewal Period are limited, in the Company's absolute discretion, to:

- (a) The Company, at its own expense, using all reasonable endeavours to rectify any non-conformance of the Services by repair (by way of a patch, work around, correction or otherwise) within a reasonable period of time; or
- (b) a refund of the Fees paid if, in the Company's reasonable opinion, it is unable to rectify such non-conformance within a reasonable timescale or at an economic cost, whereupon this Agreement will terminate.

The Customer acknowledges and accepts that it is the Customer's sole responsibility to ensure that the facilities and functions of the Services meet the Customer's requirements and the Services are appropriate for the specific circumstance of the Customer.

The Company will not be liable for any failure of the Services to provide any function not described in the documentation (provided online as part of the Services) or any failure attributable to:

- (a) any modification to the Services other than by the Company;
- (b) accident, abuse or misapplication of Services by the Customer;
- (c) use of the Services with other software or equipment without the Company's written consent;
- (d) use of other than the latest, unaltered current release of the Services;
- (e) or use other than in accordance with this Agreement.

If, upon investigation, a problem with the Services is determined not to be the Company's responsibility, the Company may invoice the Customer immediately for all reasonable costs and expenses incurred by the Company in the course of or in consequence of such investigation.

#### 4. Indemnity

The Customer must indemnify and hold the Company harmless from and against all claims and losses arising from loss, damage, liability, injury to the Customer, its employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information supplied to the Customer by the Company, its employees or suppliers, or supplied to the Company by the Customer within or without the scope of this Agreement.

#### 5. Limitation on liability

The liability of the Company under or in connection with this agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise must not exceed the fees paid by the Customer to the Company for the services under this agreement in the 12 months prior to the act that gave rise to the liability, in each case, whether or not the Company has been advised of the possibility of such damages.

Neither party is liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.

#### 6. General

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

This Agreement is not assignable, transferable or sublicensable by the Customer except with the Company's prior written consent. The Company may transfer and assign any of its rights and obligations under this Agreement without consent.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided in this Agreement.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Customer does not have any authority of any kind to bind the Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and legal fees.

This Agreement takes effect, is governed by, and will be construed in accordance with the laws from time to time in force in Queensland, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of Queensland.