

FarmShots
Terms of Use
Last Revised: 06/28/2017

Welcome to FarmShots (“FarmShots” or the “Company,” “our,” “we,” or “us”)! Our legal name is Farm Shots, Inc., and we are a Delaware corporation. These Terms of Use (sometimes referred to as “Terms,” or “Agreement”) apply when you (“User”), whether as a visitor or as a Customer (as defined below), browse or use the FarmShots website located at www.farmshots.com (the “Site”, part of the Service), or in any way access or utilize any other components of the Service, if any and when available.

By accessing or using the Service, you accept and agree to be bound and abide by these Terms, and our Privacy Policy, found at www.farmshots.com/FarmShots-PP.pdf, incorporated herein by reference. By accessing or using the Service on behalf of a company, entity, or any other party, you represent that you have the authority to bind such party, and that you agree to these Terms and our Privacy Policy. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Service.

1. About the Service. FarmShots provides a platform for organizations, farmers and agronomists, and their representatives and employees (“Customers,” who may also be Users), to view and analyze satellite and drone imagery of farmland in order to detect diseases, pests, and poor plant nutrition; optimize fertilizer application; evaluate historical farm performance; generate evidence for crop insurance claims; and value farmland (the “Service”).

2. You Should Carefully Review this Agreement & Our Privacy Policy. Please review these Terms and the FarmShots Privacy Policy (“Privacy Policy”), located at www.farmshots.com/FarmShots-PP.pdf, **before** you access or register for the Service. Our Privacy Policy describes what information we collect from you, how we collect information from you, and how we use and share information we collect from you. Certain features of the Service may be subject to additional guidelines, terms, or rules, which may be set forth in an applicable Master Services Agreement (“Master Agreement”) or posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms. This Agreement and our Privacy Policy impose rules, obligations and other responsibilities on all parties that use the Service, and contain important information regarding your legal rights.

3. Eligibility and License to Use the Service. You must be at least 18 years old in order to register for and use the Service. If you register for and/or use the Service on behalf of a Customer, entity, or any other party, you must have the proper authority to register, use the Service, and bind the Customer for which you are using the Service. By using the Service, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the eligibility requirements herein. If you do not meet these requirements or, for any reason, you do not agree with all of the terms and conditions contained in these Terms, you must stop using the Service immediately. These Terms permit you to use the Service for your

personal, non-commercial use only. Subject to these Terms and the terms of any applicable Master Agreement, and in exchange for the payment of Fees (as defined below), we hereby grant you a limited, revocable, personal, non-sublicenseable, non-transferable, and non-exclusive license to access and use the Service. Unless explicitly stated otherwise, any new features we provide that add to or enhance the current services shall also constitute the “Service” and shall be subject to these Terms.

4. Registering for the Service and Creating Your User Account. You will be asked to provide certain registration details or other information in order to register for the Service. It is a condition of your use of the Service that all the information you provide is, current, and complete. You understand and agree that all information you provide to register for the Service, including but not limited to through the use of any interactive features available through the Site, is governed by our Privacy Policy www.farmshots.com/FarmShots-PP.pdf, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

5. It is Your Responsibility to Protect Your Account and User Information. Upon registration, you will create a personalized account that includes a unique username and password (“User Information”). It is your responsibility to protect your personal data and maintain the confidentiality of your User Information. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your account, or breach of your account information or password. You also acknowledge that your account and User Information is personal to you, and agree not to allow any unauthorized person to access the Service or any portion of it using your User Information. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion, for any or no reason, including if, in our opinion, you have violated any provision of these Terms. The Company will not be liable for any loss that you may incur as a result of someone else using your User Information, either with or without your knowledge. To the extent allowable by law, you shall be liable for any expenses, including usage charges and fines, fees, civil judgments, and reasonable attorney’s fees for your failure to safeguard your User Information and/or promptly notify the Company about unauthorized use of your account or breach of your account information or password.

6. We Do Not Guarantee Access to the Service at Any Given Time. We reserve the right to withdraw or amend the Service, and any feature or material we provide as part of the Service, in our sole discretion without notice. In addition, the Service may automatically download and install upgrades and updates. Except as otherwise provided in a Master Services Agreement between Customer and the Company, we will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period.

7. We Reserve the Right to Restrict Access to the Service. We reserve the right to refuse the use of or access to the Service to anyone for any reason at any time. From time to time, we may restrict access to the Service, or any portion thereof to Users, including registered Users. We may, in our sole discretion, terminate your right to use the Service with or without cause at any time, and may prevent your future use of the Service. You may terminate this Agreement by

simply discontinuing use of the Service. In the event of any termination of this Agreement, the Company may restrict your access to the Service and any content or material that you may have used in connection with the Service. The restriction of your use of the Service shall survive such termination, and you agree to be bound by those terms. We reserve all rights that are not expressly granted to you under these Terms.

8. We Retain Ownership of Our Intellectual Property and Other Proprietary Rights.

You acknowledge and agree that the Company and its licensors retain ownership of all intellectual property rights of any kind related to the Service and any of its components, including applicable copyrights, trademarks, and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or otherwise use in any other way for commercial or public purposes, in whole or in part, any information, software, products, materials, or services obtained from the Service, except for the purposes expressly provided herein, without Company's prior written approval. If you wish to make any use of material provided as part of the Service other than as set out in these Terms, please address your request to info@farmshots.com. Any use of the Service not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. We reserve all rights that are not expressly granted to you under these Terms.

9. You Agree that We Can Use Your Data. In order to provide the Service, we collect satellite and other imagery of certain areas of land owned by Customer ("Customer Data") as specified in an applicable Master Agreement. Customer grants Company a royalty-free, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, create derivative works from, and display all Customer Data for the sole purpose of providing the Service. Customer also grants Company a non-exclusive, non-revocable, royalty-free license to use Customer Data to improve its services and products. Any such use of Customer Data will be used and protected in accordance with our Privacy Policy www.farmshots.com/FarmShots-PP.pdf.

10. You May Not Use the Service for Any Improper Purpose. In addition to complying with other provisions of these Terms, you agree that you will not:

- a. Use the Service for any unlawful purpose or for the promotion of illegal activities;
- b. Attempt to, or harass, abuse, or harm another person or group;
- c. Provide others with access to or use of your User Information and/or account, or access or use the account of any other User without permission;
- d. Provide false or inaccurate information when registering for an account;
- e. Use the Service to obtain, transmit, or otherwise improperly handle confidential or proprietary information of any third party;
- f. Use the Service in any manner which may infringe upon, misappropriate, or otherwise violate the intellectual property rights or other rights of any third party;
- g. Make any automated use of the Service, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on the Service;

- h. Copy, adapt, modify, create derivative works of, distribute, sell, or lease any part of the Service or materials we provide as part of the Service;
- i. Reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions or you have our written permission to do so;
- j. Use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- k. Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- l. Bypass any measures we take to restrict access to the Service; or
- m. Otherwise interfere or attempt to interfere with proper functioning of the Service.

Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of our Service, please contact us at info@farmshots.com.

11. Service Fees. Customers will be required to pay certain fees in order to use the Service (the “Fee” or “Fees”). The Fees will be set by the Company, in its sole and complete discretion, and shall be as set forth in an applicable Master Agreement and corresponding Services Order Form(s) or Supplemental Services Order Form(s), which may be amended by the Company from time to time. All Fees, including any related expenses and payment terms shall be governed by Customer’s Master Agreement and corresponding Services Order Form(s) or Supplemental Services Order Form(s), which are hereby incorporated into these Terms.

12. FarmShots’ Application Programming Interface.

- a. The FarmShots application programming interface (“FarmShots API”) enables you to integrate and use the Service in connection with third-party applications or services, including applications or services that you may build (“User Application”). FarmShots’ API may be used to send data, information and content to the Services, and it may also be used to extract data, information, and content from the Services. Use of the FarmShots API must be consistent with these Terms and our Privacy Policy; additionally, the following terms shall apply:
 - The FarmShots API is subject to change without notice; we will try to give you notice of any such changes, but are under no obligation to do so. You acknowledge that such changes may occur and that it is your responsibility to account for such changes in a User Application so that such changes do not affect the operation of the User Application.
 - You will not try to exceed or surpass limitations of the FarmShots API, such as limitations of calls, access or volume. Furthermore, you will not use the FarmShots API to engage in any abusive behavior.
 - You may not collect or store data or information using the FarmShots API unless such collection, usage or storage is consistent with these Terms and our Privacy Policy. Similarly, if your license to use the Services has been restricted, revoked, suspended, cancelled or otherwise withdrawn, you must

delete any and all data and information associated with your use of the FarmShots API.

- You are solely responsible for the use, management, and storage of all data and information that you send or collect using the FarmShots API.
 - You represent and warrant that you have the right to use the FarmShots API and that your use of the FarmShots API will not infringe upon FarmShots' intellectual property rights or the intellectual property rights of any third-party from which you have not obtained the proper legal consent.
 - You represent and warrant that you will monitor the content posted to any User Application to ensure no violations of this Terms or our Privacy Policy are violated.
 - You may commercially market an application that you create using the FarmShots API.
 - You may advertise on any application that you create using the FarmShots API.
 - Notwithstanding any other provision of these Terms or any other agreement that may exist between you FarmShots, we may create or develop an application that is competitive with or similar to an application that you create or develop using the FarmShots API.
- b. If you are an authorized user of the FarmShots API, we hereby grant to you, and you here by grant to us, a limited, non-exclusive, non-transferable, non-sub-licenseable, revocable license to display the trade names, trademarks, service marks, logos, and domain names to promote that you use the Service. If you are an authorized user of the FarmShots API, you hereby grant us a limited, non-exclusive, non-transferable, non-sublicenseable license to display your trade names, trademarks, service marks, logos, and domain names (the same of either party's, the "Marks") for the purpose of promoting or advertising that you use the Service. Each party to this Agreement hereby agrees not to use the other party's Marks to (i) imply any relationship other than as provided for herein, with or to the other party; (ii) use the other party's Marks to disparage the other party; or (iii) display or use the Marks in any way that violates law or regulation. Notwithstanding these Terms, FarmShots may restrict or forbid the use of its Marks in connection with any User Application. Furthermore, FarmShots may modify any of its Marks provided at any time. Upon notice from FarmShots, you will only use the then current FarmShots Marks. All uses of the FarmShots Marks and goodwill associated therewith shall inure solely to the benefit of FarmShots. You may not remove, obscure or alter any FarmShots Marks contained within the Service.

13. Links to Third Party Websites, Applications, Software, or Content. As part of the Service, we may provide you with convenient links to third party website(s), as well as content or items belonging to or originating from third parties (collectively, "Third Party Content"). These links are provided as a courtesy to Service users. The Company has no control over Third Party Content or the promotions, materials, information, goods or services advertised by or available from Third Party Content. Such Third Party Content is not investigated, monitored or checked for accuracy, appropriateness, or completeness by the Company. We are not responsible for any Third Party Content posted on, available through or installed from the Site,

including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Content. Our inclusion of, linking to, or permitting the use or installation of any Third Party Content does not imply approval or endorsement by the Company. If you decide to leave the Site and access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third party site or application to which you navigate from the Site.

14. Downtime and Service Suspensions; Security.

- a. You acknowledge that your access to and use of the Service may be limited due to scheduled or unscheduled downtime or unavailability for any reason. In the event of such downtime, we shall have no liability to you: (a) for scheduled maintenance or Service modifications; (b) in the event of a denial of service attack or other attack on the Service or other event that we reasonably believe to pose a threat to the Service and our customers; or (c) in the event that we determine that it is necessary or prudent for us to restrict Service use and access for legal or regulatory reasons ("Service Suspensions").
- b. We shall have no liability for any damage, liabilities, losses of any kind or any other consequences that you may incur as a result of any Service Suspension. We will use commercially reasonable efforts to provide you notice of any Service Suspension.
- c. You acknowledge that you bear sole responsibility for security, protection and backup of your content. While we strive to keep information and content secure, we cannot guarantee that we will be successful at doing so. We shall bear no liability to you for any unauthorized access or use, corruption, deletion, destruction or loss of any of your content.

15. Email May Not Be Used to Provide Legal Notice. Communications made through the Service's e-mail and messaging system, if and when available, will not constitute legal notice to the Company or any of its officers, employees, agents or representatives in any situation where notice to the Company is required by contract or any law or regulation.

16. You Consent to Receive Electronic Communications. For contractual purposes, you (A) consent to receive communications from the Company in an electronic form via the email address you have submitted; and (B) agree that all Terms, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communication would satisfy if it were in writing. The foregoing does not affect your non-waivable rights. We may also use your email address, to send you other messages, consistent with and as described in more detail in our Privacy Policy located at www.farmshots.com/FarmShots-PP.pdf. You may opt out of such email by changing your account settings or sending an email to info@farmshots.com.

17. We May Amend the Service and these Terms. We may update the content, materials, and features of the Service from time to time. Please be advised that any content contained on the Service may not necessarily be complete or up-to-date. Any of the materials on the Service

may be out of date at any given time, and we are under no obligation to update such material. Customer Data will be updated in accordance with an applicable Master Agreement and any corresponding Services Order Form or Supplemental Services Order Form. We may revise and update these Terms from time to time in our sole discretion. All changes become effectively immediately when we post them. It is your responsibility to check the Site from time to time so you are aware of any changes. If you continue to use the Service after we post revised Terms, you signify your agreement to such revised Terms. However, we will notify you of material changes to the Terms by posting a notice on the Site and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current.

18. The Service is Provided “As-Is” and Without Any Warranty. THE SERVICE, AND ANY CONTENT OR INFORMATION THEREIN, IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS REGARDING THE SERVICE OR THE USE OR PERFORMANCE OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICE (INCLUDING ANY CONTENT AND INFORMATION THEREIN) INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

19. You Agree the Company Will Not Be Liable. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, AFFILIATES, DIRECTORS, EMPLOYEES, REPRESENTATIVES, LICENSORS, OR SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) YOUR USE OR INABILITY TO USE THE SERVICE; (B) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; (C) LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; OR (D) ANY OTHER INTERACTIONS WITH FARMSHOTS OR ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FARMSHOTS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

20. You Agree to Indemnify the Company. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LEGAL REPRESENTATIVES, LICENSORS, SUBSIDIARIES, JOINT VENTURES, AND SUPPLIERS, FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, MISUSE OF THE SERVICES, VIOLATION OF ANY LAW, OR THE RIGHTS OF A THIRD PARTY; SUCH INDEMNIFICATION SHALL INCLUDE ANY LOSS SUFFERED BY THE COMPANY AS A RESULT OF YOUR USE OF THE SERVICES OR YOUR USE OF CONTENT PROVIDED BY THE SERVICES

21. Limitation on Time to File Claims. YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO OR ARISING OUT OF YOUR RELATIONSHIP WITH THE COMPANY MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED

22. The Service and this Agreement will be Governed by North Carolina Law. Any claim relating to the Service shall be governed by the laws of the state of North Carolina, without regard to any conflict of law provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in Wake County, North Carolina. If, for any reason, a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. A printable version of this Agreement shall be admissible in any judicial or administrative proceeding.

23. Waiver of Compliance with these Terms. Even if the Company does not require strict compliance with these Terms in each instance, you are still obligated to comply with these Terms. Our failure to enforce, at any time, any of the provisions, conditions, or requirements of these Terms, or the failure to require, at any time, performance by you of any of the provisions of these Terms, will in no way waive your obligation to comply with any of the provisions of these Terms, or our ability to enforce each and every such provision as written. Any and all waivers by the Company of any provision, condition, or requirement of these Terms will only be effective against the Company if it is in writing and signed by an authorized officer of the Company, and any such written waiver will not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

24. Waiver of Jury Trial and Class Action Claims. Each of the parties waives its rights to a trial by jury of all claims or causes of action (including counterclaims) related to or arising out of these Terms, brought by either party against the other. This waiver will apply to any subsequent amendments or modifications to this Agreement. All claims between the parties related to the Service and/or these Terms will be litigated individually, and you will not consolidate or seek class treatment for any claim related to or arising from the Service or your use of the Service.

25. Section Headings. The section headings in these Terms of Use are for convenience only and have no legal or contractual effect.

26. The Terms of the Master Agreement Control. In the event of a conflict between these Terms and any terms or conditions of a Master Agreement (inclusive of all corresponding or related Services Order Form(s) or Supplemental Services Order Form(s)), the terms and conditions of the Master Agreement will control.

27. General Acknowledgement. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS, AND WILL BE BOUND BY THESE TERMS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS, TOGETHER WITH THE PRIVACY POLICY AT www.farmshots.com/FarmShots-PP.pdf AND ANY MASTER AGREEMENT (INCLUSIVE OF ALL CORRESPONDING SERVICES ORDER FORM(S) AND SUPPLEMENTAL SERVICES ORDER FORM(S)) BETWEEN YOU AND THE COMPANY, REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, AND SUPERSEDE ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

28. Contact Information. All other feedback, comments, requests for technical support, and other communications relating to the Service should be directed to info@farmshots.com.