

## YARA DIGITAL FARMING TERMS

These terms were last updated: January 18, 2019

These terms of use apply to the use of digital farming products, services, hardware, software, websites, digital resources and other market offerings (**Solutions**) made available by Yara International ASA and/or by any affiliates controlled by, or under common control with, Yara International ASA (in each case, **Yara** or **we** or **us**). Each organization or individual (**you**) wishing to make use of any of Yara's Solutions is subject to these Yara Digital Farming Terms (**Terms**) together with any other Solution-specific terms that apply to the Solution offered and used.

### IMPORTANT NOTICES:

These Terms apply to your use of all information, recommendations and/or Solutions provided to you by Yara. Certain Solutions have their own specific terms and/or additional agreements with Yara (**Solution-specific Terms**) that will apply to your use of that Solution. You should check and review any Solution-specific terms that might apply to the particular Yara Solutions that you choose to order and/or use. To the extent that the provisions of these Terms conflict with Solution-specific Terms, the Solution-specific Terms shall prevail. These Terms and any Solution-specific Term are together jointly referred to as the **Agreement**.

- Where you acquire elements of a Solution via a third party outside the Yara group, you may also be subject to that third party's terms.
- Our separate Yara Digital Farming Privacy Policy ([Digital Farming Privacy Policy](#)) also applies to you, and you should check that you understand and are aware of those privacy-related provisions.
- These Terms may be changed over time. You are advised to regularly read the terms that apply to the use of our Solutions for possible changes.

**BY CLICKING OR TAPPING ANY BUTTON OR BOX MARKED "ACCEPT", "AGREE" OR "OK" (OR A SIMILAR TERM) REFERENCING THESE TERMS, BY SIGNING UP TO A YARA SOLUTION VIA A WEBSITE, APP OR OTHER DIGITAL CHANNEL, OR BY COMPLETING AND SENDING TO YARA AN ORDER FORM TO WHICH THESE TERMS ARE LINKED OR ATTACHED, YOU AGREE TO BE BOUND BY THESE TERMS, AND YOU AFFIRM THAT YOU ARE OF LEGAL AGE WHERE YOU LIVE AND HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT AS AN INDIVIDUAL OR AS AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY. YOU SHOULD PRINT AND KEEP A COPY OF THESE TERMS FOR FUTURE REFERENCE.**

### AGREED TERMS

#### 1. YARA SOLUTIONS AND TERMS

- 1.1 Yara offers a number of Solutions to business users, which may include professional or other farmers and consultants for the purposes of improving farming methods and activity, and leveraging new and innovative digital technologies. For example, our Solutions may assist with farm management (work allocation, field tasks, inventory etc.), soil analysis, management of nutrient cycles, and related agronomic decision-making.
- 1.2 We provide Solutions in a number of different forms. Such forms may include:
  - (a) web-based or downloadable software (**Software**) and printed material or other documentation accompanying the Software (**Documentation**);
  - (b) mobile applications (**Apps**);
  - (c) remote-accessible or cloud-based or hosted services (**Services**);
  - (d) access to websites that are owned and/or branded by Yara International ASA and/or its affiliates (together, **Yara Websites**), and other digital content or resources such as email reports and portals;

- (a), (b), (c) and (d) together, **Digital Content**; and
- (e) hardware, including repair and maintenance services (**Hardware**).
- 1.3 In addition to these Terms, each Solution may be governed by Solution-specific Terms. To the extent that the provisions of any of the Solution-specific Terms conflicts with these Terms, the Solution-specific Terms shall prevail.
- 1.4 Yara offers and markets the Solutions to business users, which may include professional or other farmers and consultants. However, in jurisdictions where mandatory legislation dictates that professional or other farmers are to be considered consumers, such persons may be afforded certain augmented rights under applicable local law; and, in such cases, these Terms will not affect any applicable statutory consumer rights that cannot be waived under applicable law.
- 1.5 In the unlikely event that the provision or use of any Digital Content or Hardware pursuant to the Agreement contradicts any mandatory local law applicable to you, your right to access Digital Content or use Hardware may be terminated by Yara. In such circumstance, you agree not to use or access Yara Solutions, including any Digital Content or Hardware, in any way which might contravene applicable law.
- 1.6 There may be circumstances in which elements of a Solution are provided to you by a third party distributor or agent (**Non-Yara Supplier**) rather than direct from Yara. On such occasions, you must still agree to be bound by these Terms in relation to Yara and your use of a Yara Solution. You may also need to agree to additional terms, conditions and policies applicable to the relevant Non-Yara Supplier (such as hardware purchase terms, terms of service or privacy policies) (**Third Party Agreement**). It is your responsibility to verify and accept any applicable terms of any Third Party Agreement. The Non-Yara Supplier, and not Yara, is solely responsible for the performance of the Non-Yara Supplier's obligations under any Third Party Agreement.
2. **ACCESSING DIGITAL CONTENT**
- 2.1 You are responsible for making all arrangements, and for providing appropriate resources and equipment, necessary to ensure that you have access to the Digital Content.
- 2.2 You are also responsible for ensuring that all persons employed or engaged by you who access the Digital Content through your Account are aware of these Terms and other applicable terms and conditions, and that they comply with them.
- 2.3 We may limit the availability of any Digital Content or any Solution to any person or geographic area at any time. If you choose to access Digital Content or Solutions from outside the geographic areas where Yara makes them available, you do so at your own risk and you may be in breach of these Terms or applicable law.
3. **INFORMATION SUBMITTED BY YOU**
- 3.1 Certain Solutions allow you to upload information to a Yara App, Yara Website, or other Yara or third party portal, or to send soil or tissue samples or other information (**Samples**) to Yara for analysis. Such information includes, but is not limited to, text, photos of crops, agronomic information, Samples and other content (**User Content**). You are solely liable for the User Content that you provide.
- 3.2 You shall retain all intellectual property rights to any User Content that you upload.
- 3.3 Yara uses User Content to conduct its own agronomic and market research, and you grant to Yara the right to use, alter, publicly display, reproduce and distribute your User Content on any of Yara's digital platforms, including third party marketing and distribution platforms. Your provision of such a right to Yara will always be subject to our Digital Farming Privacy Policy, and we will always process your Personal Data in accordance with such Digital Farming Privacy Policy.
- 3.4 You warrant that you are the owner of, or have the right to use, all uploaded User Content, and that you have the right to license such right to Yara in accordance with these Terms.
- 3.5 You represent and warrant that any information which you provide in connection with the Solutions is and will remain accurate and complete, and that you will maintain and update such information as needed or required under the circumstances.

- 3.6 Please also consult our Digital Farming Privacy Policy for the privacy terms that may apply to your submission of information.
- 3.7 Yara is not responsible for any User Content. Yara will not actively monitor any User Content, but reserves the right to review User Content and delete such User Content at its own discretion and in accordance with applicable law.
4. **AUTHORITY TO ASSENT TO TERMS AND PROVISION OF DATA**
- 4.1 If you are an individual, you represent and warrant that you are of legal age to form a binding contract. If you are procuring Solutions on behalf of your employer or a business entity, you represent and warrant that you are authorized to enter into an agreement on behalf of, and bind, your employer or the business entity and (if applicable) to subscribe to any Solution or agree to any applicable Solution-specific Terms. If you do not have such authority, you may not use the Solutions and we may immediately terminate your use of and access to the Solutions.
- 4.2 You represent and warrant that you are authorized to process the data that you provide to Yara, including Personal Data, and to make such data available to Yara for uses as set out in these Terms and our Digital Farming Privacy Policy, including through: appropriate notice; consent; and by referring individuals, such as end users, to our privacy policies (notwithstanding Yara's ability and right, to which you agree, to request consent and to provide notice and its privacy policies separately to such individuals).
- 4.3 To the extent that Yara acts as a processor to you as a controller in relation to Personal Data originating from the European Economic Area, the terms of the [Yara Data Processor Agreement](#) apply between you and Yara.
- 4.4 For the purposes of these Terms, **Personal Data** means information that allows us to identify an individual.
5. **REGISTRATION: ACCOUNTS, USER NAMES AND PASSWORDS**
- 5.1 Certain Solutions may require you to register a user account (**Account**) or otherwise enter a user name, password or other data, information or credential (**Access Credentials**) in order to make full use of a Solution. You agree to keep your Access Credentials and registration information accurate and up-to-date. Failure to do so shall constitute a breach of these Terms and/or applicable Solution-specific Terms, which may result in the termination of your Accounts, and restrict your ability to access Digital Content and/or the Solutions.
- 5.2 You may obtain a number of different Access Credentials for the people within your business who are authorized to use a Solution for which you have validly registered or subscribed (**Authorized Users**). Where you do so, you must notify us of each individual within your business who is an Authorized User either (depending on the Solution) by registering such Authorized User with their own sub-Account or by requesting us to do the same on your behalf. Each Authorized User must have their own Access Credentials. Certain Solutions may also allow you to refer persons in your organization, and/or others authorized to access your Account (**Licensees**), using your Account Credentials. If you are an Authorized User or a Licensee, you must accept and comply with these Terms and any applicable Solution-specific Terms. If you register an Account, you agree that you are solely responsible for any and all activity on your Account and for ensuring that all Authorized Users and any Licensees comply with these Terms and any applicable Solution-specific Terms.
- 5.3 You may not register a user name that is illegal to use in any way, including names that can be mistaken for another person, legal entity or trademark or a name that is offensive in any way. Yara may reject your Access Credentials or other information that you provide to Yara.
- 5.4 Your Access Credentials are for your use only and should be kept confidential. You, and not Yara, are responsible for any use or misuse of your username or password, and you must promptly notify Yara of any confidential breach or unauthorized use of your Access Credentials.
- 5.5 Unless a minimum duration applies to you under these Terms or any Solution-specific Terms, you are free to close or stop using your Account at any time – although, if you do so, you will not be entitled to a refund of any Fees that you have pre-paid. Yara reserves the right to delete your Account if it has been inactive for more than 365 calendar days. Notice will be provided to your registered e-mail address at least 14 days prior to deletion.

## 6. ACCEPTABLE USE RESTRICTIONS

### 6.1 You may use Digital Content and associated Documentation:

- (a) in relation to your own farming operations; and
- (b) in support of the uses permitted under these Terms, and you may make copies of Documentation as are reasonably necessary for its lawful use.

### 6.2 In respect of certain Solutions, where specified in Solution-specific Terms you may also use Digital Content and/or associated Documentation to provide remote services as part of your business on a contracting basis to other farmers or customers (**Remote Services**). At no time shall Digital Content be made available to your customers except to the extent necessary for the performance of the Remote Services being provided by you. Before commencing any Remote Services, you agree to:

- (a) collect from your customers their name, address and e-mail address to be uploaded by you on to the relevant Yara digital or other interface;
- (b) provide necessary information to, and obtain necessary authorization from, your customers to enable and entitle you to upload the information set out in Section 6.2(a) and any other of their Personal Data to any Yara and/or Third Party digital or other interface and direct them to our Digital Farming Privacy Policy;
- (c) obtain from your customers their consent that you can accept these Terms and any applicable Solution-specific Terms on their behalf; and
- (d) inform your customers that they should manage their own profiles on the relevant Yara Portals, in which case they also need to accept these Terms and any applicable Solution-specific Terms.

### 6.3 In relation to any Software provided as part of any Solutions, you must not:

- (a) copy the Software or Documentation, except where such copying is incidental to normal use of the Software or Documentation, or where it is necessary for the purposes of back-up or operational security;
- (b) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;
- (c) attempt, perform or allow any activities aimed at making alterations or modifications to, reproducing, or creative derivative works of the whole or any part of the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (d) disassemble, decompile or reverse engineer the Software, except where such restriction is expressly prohibited by applicable law;
- (e) provide, or otherwise make available, the Software in any form, in whole or in part, including, but not limited to, object code and source code, to any person except where such access is incidental to normal use of the Software or Documentation, or without the prior written consent from Yara; or
- (f) use the Software or Documentation in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

### 6.4 In relation to any Digital Content, you must not:

- (a) use any Digital Content in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms or any applicable Solution-specific Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into any Digital Content;
- (b) infringe Yara's intellectual property rights or those of any third party in relation to its use of any Digital Content;
- (c) transmit any material that is defamatory, offensive or otherwise objectionable in relation to its use of any Digital Content;

- (d) use any Digital Content in a way that could damage, disable, overburden, impair or compromise Yara's systems or security or interfere with other users;
- (e) interfere or disrupt the operation of any Digital Content or the servers or networks used to make the Digital Content available, including by hacking or defacing any portion of the Site, or violate any requirement, procedure or policy of such servers or networks;
- (f) restrict or inhibit any other person from using any Digital Content;
- (g) reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or use any of) any Digital Content except as expressly authorized herein, without our express prior written consent;
- (h) reverse engineer, decompile or disassemble any portion of any Digital Content, except where such restriction is expressly prohibited by applicable law;
- (i) frame or mirror any portion of any Digital Content, or otherwise incorporate any portion of any Yara Website into any frame or service, without our express prior written consent;
- (j) systematically download and store Digital Content in a manner not permitted by these Terms or any applicable Solution-specific Terms;
- (k) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape", "data mine" or otherwise gather Digital Content, or reproduce or circumvent the navigational structure or presentation of any Digital Content without Yara's express prior written consent; or
- (l) attempt to decipher any transmissions to or from the servers running any service.

## 7. FEES AND PAYMENT TERMS

- 7.1 Certain Solutions may require you to pay a fee to Yara (**Fee**) and/or to enter into a paid subscription and/or service agreement with Yara or one of Yara's local affiliates, under which you will pay a subscription fee that will renew automatically with a frequency specified by Yara in the Solution-specific Terms relating to the applicable Solution (**Subscription**). Solution-specific Terms may also set out any further services to be provided to you, including service descriptions, service levels, Maintenance Services and any warranty terms. The Fees (if any) that you are required to pay for a Solution, and other details about a Solution and its associated Solution-specific Terms, will be available within the online interface and other materials provided by Yara describing each Solution and any related services. In some cases, a Fee will be payable to access a Solution while, in other cases, Fees may only be payable either depending on your actual usage of the Solution or to upgrade to a premium version of the Solution. You agree to pay any applicable Fees associated with any Solution that you order and/or use at such payment frequency set out in the applicable Solution-specific Terms, and you are subject to these Terms with respect to your payments.
- 7.2 Any specific adjustments to the Solution, or further services that you require, may incur additional charges. Depending on the Solution, extended service levels may be agreed in writing between you and Yara if you have specific requirements for the Solution and the services that you require. Such written agreement will include details of your requirements and the scope of the service to be provided to you.
- 7.3 In relation to all Solutions and Solution-specific Terms, unless otherwise expressly stated by agreement with you:
- (a) The term of the applicable Subscription will be for a period of 12 months from its date of commencement and, upon expiry, will automatically renew for additional 12 month periods until terminated by you or Yara.
  - (b) Yara may issue you with an invoice specifying the Fees payable by you and setting out the Solution, or versions of the Solution, that you wish to purchase. In other circumstances, you may be obliged to submit valid payment information prior to entering into Subscriptions under the Solution-specific Terms and receiving access to any applicable Solutions provided under such Solution-specific Terms. All Fees are due upon or prior to first use of a Solution or as otherwise specified in the applicable Solution-specific Terms. If you enter credit or debit card information, or similar means of payment, Yara will automatically charge the listed amount.

- (c) Where applicable, you authorise Yara to collect payments by direct debit from the bank account that you provide to Yara, before you first use items in respect of which a Fee is payable. You shall also instruct your relevant bank to redeem the direct debits drawn by Yara into its account. You will not be entitled to claim a refund of the debited amount after the redemption has been implemented, but you may instruct your bank not to redeem direct debits until your payment of Fees to Yara becomes due.
  - (d) You or we can terminate any Subscription renewal to a Solution until the final day before the automatic renewal of such Subscription as set out in the applicable Solution-specific Terms. You must do so by submitting a notice to Yara in accordance with these Terms (**Termination Notice**), providing the following minimum information: Name, phone number, e-mail address and termination date. Yara will submit any Termination Notices to you via e-mail.
  - (e) Certain Solutions may offer you a free-trial period, or a demo or basic version of Digital Content, whereby you may use that Solution without paying a Fee for a specified time period, or for a limited number of users, or in respect of a limited range of functionality. Once your free-trial period comes to an end, you will no longer be entitled to use the Solution and may be required, at your expense, to delete any Digital Content and/or return any Hardware to Yara, unless you complete the necessary formalities which may include entering into Subscriptions under applicable Solution-specific Terms and/or paying the applicable Fees. Where Yara provides you with a demo version of Digital Content, you will need to pay the applicable Fees in order to gain access to the full range of Digital Content provided as part of the Solution.
  - (f) Except as expressly set out in these Terms, you will not receive any kind of refund upon termination of a Subscription.
- 7.4 You are responsible for paying any duties, customs fees, or taxes (other than Yara's income tax) including indirect taxes such as "goods and services tax" and "value-added tax" associated with the purchase of each Solution, and any related penalties or interest (**Taxes**), and will pay the Fees to Yara without any deduction for Taxes. You acknowledge that in some jurisdictions, VAT or sales tax is due on the total purchase price at the time of sale and must be collected by Yara at the time of the sale. Except where expressly stated otherwise, Fees quoted for the supply of the Solutions are stated exclusive of VAT or sales tax, for which you shall be additionally liable at the applicable rate from time to time.
- 7.5 All payments are due in the currency stated in the applicable Solution-specific Terms. Any invoice or payment disputes must be submitted before the payment due date.
- 7.6 We may charge interest at the lower of (i) two (2%) percent per month or (ii) the maximum rate permitted pursuant to applicable law (if any) on any overdue payments from time to time, from the payment due date until paid in full, whether before or after judgment. You will be responsible for all reasonable expenses (including legal fees) incurred by Yara in collecting such overdue amounts, except where such overdue amounts are due to Yara's billing inaccuracies. If you are overdue on payments for any of the Solutions, Yara may suspend or terminate all of the Services under Sections 15.2 and 15.4(d) below.
- 7.7 You shall pay all amounts due to Yara in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against Yara in order to justify withholding payment of any such amount in whole or in part. Yara may at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by you against any amount payable by Yara to you.
8. **VARIATION**
- 8.1 To the extent permitted under applicable law, Yara may, at any time and in its sole discretion, modify these Terms, any applicable Solution-specific Terms, its Digital Farming Privacy Policy, Subscription terms, and the specification, functionality and content of the Solutions (including but not limited to changes which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of a Solution). Where any changes are material or substantive, Yara will provide you with reasonable advance notice of such changes, which may be by e-mail or posting through a relevant Solution-specific webpage or portal. Yara advises you to check regularly for changes.
- 8.2 If Yara makes any modifications, you will either comply with such changes or communicate to Yara your non-acceptance, in which case that communication will have the effect of a Termination Notice and you shall immediately cease using the applicable Solution. Your continued use of the Solution (including any use of

the Solution after a notice of non-acceptance from you) shall be deemed to be acceptance of any such changes. You agree that Yara shall not be liable to you or to any third party as a result of taking these actions.

8.3 With regard to any Subscriptions that you have entered into with Yara:

- (a) You may terminate a Subscription following a Significant Price Change only, and you shall be entitled to a pro rata refund of Fees equal to any advance payment(s) that you have made to Yara under the Subscription and which relate to services or use of a Solution that would have occurred in any period of time after termination. You are not entitled to refunds retroactively or for services provided or use of any Solution prior to termination.
- (b) For the purposes of this Section, a Significant Price Change means an increase in the aggregate price payable by you for the Solution during the term of the applicable Subscription of greater than 30%.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 Where Yara's provision of Solutions to you involves you downloading or using Digital Content, Yara grants to you a personal, non-exclusive, non-transferable and revocable license to use such Digital Content, in both current and future versions.

9.2 Except as expressly set out in these Terms, you shall not have any rights in Yara's intellectual property and all intellectual property rights to the Digital Content and/or in any materials provided by Yara to you in relation to any Solution belong to Yara or its licensors. You have no rights in, or to, the Digital Content and/or such materials other than the right to use such Digital Content in accordance with these Terms. Those works are protected by copyright (and other) laws and treaties around the world. All such rights are reserved.

9.3 Where Yara provides you with Software, you acknowledge that you have no right to have access to the Software in source code form, other than as permitted by local statutory law or as expressly set out in any applicable Solution-specific Terms.

9.4 Certain components of the Software (including open source software) may be subject to separate license agreements that Yara will provide to you along with such components.

9.5 You are permitted to read human-readable Digital Content and make copies for your own use, for example by printing or storing them. All other use of Digital Content, for example the storage or reproduction of (a part of) such Digital Content in any external internet site or the creation of links, hypertext links or deep links between Digital Content and any other internet site, is prohibited without the express written consent of Yara. Screen-scraping (or web-scraping) is prohibited without the express written consent of Yara.

9.6 Yara shall retain the exclusive ownership of any amendments to its existing intellectual property rights and any intellectual property rights created in the course of Yara's provision or delivery to you of any Digital Content or Hardware.

9.7 You shall not, without Yara's prior written consent:

- (a) sub-license, transfer, or otherwise deal with any intellectual property rights licensed to you under these Terms;
- (b) establish, register and/or adopt visual identities that use elements from Yara's intellectual property rights (for example: the square of the logo, the Viking ship, the shields, the font-type, the parts of the name Yara, Viking and Ship);
- (c) use Yara's intellectual property rights, alone or in combination or in connection with any company name, trade name or trademark owned or used by you or any third party;
- (d) alter, deface, make any addition or remove any reference to Yara's intellectual property rights, any reference to Yara or any other name displayed on the Digital Content or on the Hardware (or their packaging or labelling); or
- (e) do, or omit to do, anything in your use of Yara's intellectual property rights that could adversely affect their validity.

- 9.8 Yara will defend you from any intellectual property infringement claim made against you by a third party alleging that any Digital Content or Solution provided by Yara infringes that third party's intellectual property rights (**IPR Claim**) provided that:
- (a) we are notified promptly, and in any event, no later than ten (10) days of your receipt of notice of the IPR Claim;
  - (b) we receive the required level of reasonable cooperation from you in order to perform our obligations hereunder; and
  - (c) we have sole control over the defense and all negotiations for a settlement or compromise of the IPR Claim.

The foregoing does not apply with respect to any Digital Content or Solutions and/or parts thereof that are: (i) not supplied by Yara; (ii) used in a manner not expressly authorized in these Terms or any Solution-specific Terms; (iii) modified by you; or (iv) if you continue the allegedly infringing activity after being notified.

- 9.9 If any Software or associated Documentation is held by a court of competent jurisdiction to constitute an infringement of a third party's intellectual property rights, Yara reserves the right, at its sole discretion, to do one of the following:
- (a) procure for you the right to continue use of the Software or associated documentation;
  - (b) provide a modification to the Software or associated Documentation so that its use becomes non-infringing;
  - (c) replace the Software with software that is similar in functionality and performance; or
  - (d) if none of the foregoing alternatives is commercially reasonable, terminate our agreement with you.

The foregoing is your sole remedy and Yara's sole obligation with respect to intellectual property infringement claims.

- 9.10 If you become aware of any infringements of Yara's intellectual property rights by a third party or any unlawful act prejudicial to Yara's interests, you shall report such infringement to Yara. You shall, to the best of your ability and in accordance with directions given by Yara, assist Yara in the protection against any such infringements.

## 10. **VIRUSES**

- 10.1 Where you upload or otherwise provide us with User Content, we will periodically back up any data that you transfer to us. Yara will use virus scanners, firewalls, and other reasonable technical and organizational measures to prevent unauthorized access to your data and/or the transmission of viruses. However, we do not guarantee that our platforms or any Digital Content will be secure or free from bugs or viruses, and you acknowledge that complete protection of data, all of the time, may not be possible.
- 10.2 You are responsible for configuring your information technology, computer programs and platform in order to access any Digital Content. You should use your own virus protection software.
- 10.3 You must not misuse any Digital Content by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to any Digital Content, the server(s) on which any Digital Content is stored or any server, computer or database connected to Digital Content. You must not attack any Digital Content via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may be committing a criminal offence under applicable local laws. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach or suspected breach, your right to use Digital Content will cease immediately.

## 11. **THIRD PARTY RESOURCES (INCLUDING APPS)**

- 11.1 Certain Solutions may facilitate or enable access to resources made available and owned by third parties (**Third Party Resources**), or allow for the routing or transmission of Third Party Resources, including via



- links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Resources.
- 11.2 We neither control nor endorse, nor are we responsible for, any Third Party Resources, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Resources, or any intellectual property rights therein. Certain Third Party Resources may, among other things, be inaccurate, misleading or deceptive. Nothing in these Terms will be deemed to be a representation or warranty by Yara with respect to any Third Party Resources. We have no obligation to monitor Third Party Resources, and we may block or disable access to any Third Party Resources (in whole or part) through any Digital Content at any time. In addition, the availability of any Third Party Resources through Digital Content does not imply our endorsement of, or our affiliation with, any provider of such Third Party Resources even if such Third Party Resources are marketed or distributed via Digital Content or any of the other material provided by us, nor does such availability create any legal relationship between you and any such provider.
- 11.3 You agree and acknowledge that:
- (a) the relevant third parties, and not Yara, are solely responsible for the performance of their resources (including technical support), the content on their websites and their use of your data;
  - (b) Yara will not have any liability to you for third parties or Third Party Resources; and
  - (c) you will not use the Third Party Resources in any manner that would infringe or violate the rights of Yara or any other party.
- 11.4 Your use of Third Party Resources is at your own risk and is subject to any additional terms, conditions and policies applicable to such Third Party Resources (such as terms of service or privacy policies of the providers of such Third Party Resources). It is your responsibility to verify and accept any applicable terms of use or access for any Third Party Resources.
- 11.5 In relation to Apps that you download as part of any Solution:
- (a) Where you download an App on to a device made by Apple, Inc. (**Apple**) or from Apple's App Store:
    - (i) you specifically acknowledge and agree that the App is not endorsed, administered or sponsored by Apple. By using the App on a device provided by Apple, you agree that you will use the App in accordance with Apple App Store Terms of Service in addition to these Terms and any Solution-specific Terms;
    - (ii) you acknowledge that Apple has no obligation to furnish any maintenance or support service with respect to the App. You further acknowledge that Apple bears no responsibility for any claims that the use of the App infringes the intellectual property rights of third parties;
    - (iii) you acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms and other agreements you enter into with Yara in relation to the App, and Apple will have the right (and will be deemed to have accepted the right) to enforce such Terms and agreements against you as a third party beneficiary thereof; and
    - (iv) you represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a 'terrorist supporting' country and that you are not listed on any U.S. Government list of prohibited or restricted parties.
  - (b) Where you download an App from Google Play (or its successors) you specifically acknowledge and agree that to the extent that there is any conflict between:
    - (i) the Google Play Terms of Service and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (together, the **Google Play Terms**); and
    - (ii) these Terms,

the Google Play Terms shall apply with respect to your use of the App that you download from Google Play, and you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by Yara or you (or any other user) under these Terms or the Google Play Terms.

## 12. DIGITAL CONTENT AND SOFTWARE

- 12.1 Yara will endeavor to monitor the functionality of Digital Content and to use commercially reasonable efforts, periodically or within a reasonable time, to correct any defects in Digital Content and to maintain, improve or modify Digital Content to the extent that Digital Content (whether as a result of such defects or otherwise):
- (a) no longer substantially performs its key functions; or
  - (b) gives incorrect results or otherwise fails to function materially in accordance with any specification, thereby rendering your use of the Digital Content impossible.
- 12.2 You may receive and use any free supplementary Software incorporating updates, “patches” and corrections of errors as may be provided by Yara from time to time.
- 12.3 Yara’s sole obligation with respect to the unavailability or interruption of Digital Content and defective Software is set out in Section 12.1. In no other circumstances will Yara be liable to you, for any reason, if Digital Content, including Software, is unavailable at any time or for any period.
- 12.4 You shall not allow anybody except Yara or a party authorized by Yara to carry out maintenance or modification of Software and/or Digital Content.
- 12.5 Access to Digital Content is permitted and offered on a temporary basis, and we do not guarantee that Digital Content will always available or be uninterrupted. Further, you acknowledge that Digital Content is provided to you on an “as is” basis and may not be free from errors or bugs.
- 12.6 Where we intend to suspend, withdraw, discontinue or change (each, an **Alteration**) Digital Content in a way that would materially impact that Digital Content, we will provide you with reasonable notice of such Alteration, as long as the decision to make the Alteration is within our control and has not been imposed upon us. In all other circumstances, we may suspend, withdraw, discontinue or change all or any part of the Digital Content without notice.

## 13. HARDWARE

- 13.1 This Section 13 applies where, as part of a Solution, Yara provides you with Hardware subject to the following exceptions:
- (a) You may acquire from Yara branded Hardware that has been manufactured by third parties (**Third Party Branded Hardware**). Unless otherwise expressly stated in the applicable Solution-specific Terms, Yara shall not be liable for any defects in, or inoperability of, Third Party Branded Hardware, and you must rely upon any separate warranties provided by the relevant third party manufacturer or supplier in respect of any alleged defect of such Third Party Branded Hardware.
  - (b) You may acquire Hardware from a Non-Yara Supplier rather than Yara. If so, unless otherwise expressly stated in the applicable Solution-specific Terms, Yara shall not be liable for any defects in, or inoperability of, such Hardware, and you must rely upon the terms of your Third Party Agreement in respect of any alleged defect of such Hardware.
- 13.2 Except where our agreement with you specifies otherwise (for example where we rent or lease Hardware to you), title to the Hardware will pass upon full payment except that, in the case of Hardware in respect of which pre-payment has been made, title to the Hardware will pass upon delivery. Risk of loss to, and responsibility for, the Hardware pass to you upon delivery. Until title has passed from Yara to you (and in all cases where we rent or lease Hardware to you), you must insure, maintain and store the Hardware in satisfactory conditions, and you will return the Hardware to us at our request.
- 13.3 You shall maintain and operate the Hardware in accordance with the instructions provided by Yara and shall only allow the Hardware to be operated by competent and authorized personnel. Yara is not liable for any

- maintenance or modification of Hardware not undertaken by, or in accordance with instructions from, Yara or its authorized representatives.
- 13.4 All delivery timings that Yara may provide to you in relation to Hardware are estimates and not commitments. However, if the delivery of Hardware is delayed by more than 90 days from the stated date of delivery notified to you by Yara, and this is not due to your actions or inactions, you will have a right to: (1) withhold payment (unless full payment has already been made) due in respect of delayed Hardware, or (2) terminate the Agreement under which you ordered the delayed Hardware, entitling you to a refund of any Fees you have paid in relation to such Hardware.
- 13.5 You are responsible for:
- (a) ensuring strict compliance with all applicable laws and regulations in relation to the import, transportation, storage and use of Hardware in the country and place to which Hardware is delivered;
  - (b) obtaining and maintaining in full force and effect, at your own cost, any licenses, authorizations, approvals, permits and other consents in relation to the import, transportation, storage and use of the Hardware as required from time to time; and
  - (c) if required by Yara, making copies of such licenses and consents available to Yara prior to delivery of the Hardware.
- 13.6 Hardware is delivered to you strictly on the condition that you have satisfied yourself of its suitability for your needs. Certain Hardware provided by Yara must be installed by a Yara employee or representative (**Installation**). After Installation, the Yara employee or representative will perform an operational test of the Hardware in the presence of you or your representative. During the test, you or your representative must confirm that the Hardware is working correctly and check for malfunctions or defects (**Defects**). Any advice provided by Yara (or a Yara employee or representative, as applicable) is given to the best of its knowledge, and will not relieve you from undertaking your own investigations and tests.
- 13.7 Where Hardware is delivered to you and/or installed, and you determine that there is a Defect with the Hardware, you must report the Defect to us within the earlier of (i) one month from the date on which you detected the Defect (or reasonably should have detected the Defect) or (ii) three months from the date of delivery to you of the Hardware (or, if later, the date of Installation by or on behalf of Yara) (the **Reporting Period**) unless a longer reporting period is expressly required by applicable law. Your report must include sufficient information to allow us to identify and verify the Defect, including but not limited to: a detailed description of the Defect and Hardware (including any documentation or information showing that the Defect was present at the time of the delivery), and any applicable invoice and order numbers.
- 13.8 If, after examining the Hardware, Yara determines that there is a Defect, and you have reported it to us within the applicable Reporting Period, Yara will remedy the Defect or replace the Hardware within a reasonable time, and will reimburse you for any shipping costs already paid by you to Yara or incurred by you, provided that such Defect does not arise from any misuse, wilful misconduct or any other fault on your part. If you have not paid fully for the Hardware, you will be entitled to withhold payment until Yara has remedied the Defect or replaced the Hardware. If, after examining the Hardware, Yara determines that there is no Defect, or if the Hardware shows clear signs that the Defect was caused by you or another third party, you shall be liable for any shipping, handling and related expenses, and any call-out or attendance costs incurred by Yara.
- 13.9 You may also be able to obtain maintenance services out-of-warranty as set out in any Solution-specific Terms (**Maintenance Services**). Where Yara agrees to perform such Maintenance Services, we shall do so at your expense. Fees payable for such Maintenance Services shall include, but not be limited to, Yara's reasonable expenses and travel costs, if Yara provides the Maintenance Service at your premises.
- 13.10 If Yara provides remedial services in respect of any Defect or any Maintenance Services on your premises, you shall be obliged to provide suitable working conditions in accordance with applicable labor law and health & safety requirements.
- 13.11 Yara will not be liable to you if Hardware differs from its specifications as a result of changes made to ensure that the Hardware complies with applicable statutory or local requirements. In addition, Yara will not be liable for any Defects or inoperability of Hardware resulting from:
- (a) your failure to comply with this Section 13 and/or any applicable Solution-specific Terms; or

- (b) normal wear and tear.
- 13.12 You shall not use any Hardware in the production or processing of illegal crops or substances, or for any other illegal purposes. If you resell the Hardware, you shall also use reasonable efforts to ensure that your customers do not use the Hardware for any illegal purposes.
- 13.13 In addition to Section 19 (**Indemnity**), you shall defend, indemnify and hold harmless Yara from and against all claims, losses, costs and expenses (including legal fees) arising out of:
- (a) a Defect in the Hardware due to an act or omission on your part or the part of your representatives;
  - (b) Yara following any specifications supplied by you;
  - (c) any damage to property, or injury or death of persons arising out of your loading, unloading, transportation, storage, handling, use or disposal of the Hardware; and
  - (d) in connection with any negligent act or wilful misconduct of or by you or your representatives.
14. **CODE OF CONDUCT**
- 14.1 You shall apply standards of business which are consistent with Yara's Code of Conduct, details of which can be found at <https://www.yara.com/this-is-yara/ethics-and-compliance/policies/code-of-conduct-for-business-partners/> or a copy of which is available upon request from Yara.
- 14.2 Non-compliance by you with the terms of the Code of Conduct shall entitle Yara to terminate the Agreement with immediate effect and without any liability whatsoever to you.
15. **TERM AND TERMINATION**
- 15.1 The Agreement shall commence and become legally binding either when you enter into the applicable Solution-specific Terms or when you first use the Solution that you have ordered. Subject to your payment of any Fees, the rights granted by Yara under these Terms will continue for the length of time that is set out in the Solution-specific Terms applicable to the Solution you have purchased, or that you have agreed with Yara in relation to such Solution.
- 15.2 In case of late or missing payment of Fees due, Yara is entitled to immediately suspend your access to the Digital Content and/or your Account. Failure to pay upon 14 days from receiving a second payment notice from Yara shall be deemed material breach, and Yara may terminate the Agreement with immediate effect.
- 15.3 Subject to the limitations set out in the Agreement, either party may immediately terminate the provision or receipt of any Solution and/or the Agreement if:
- (a) the other party is in material breach of the Agreement and, if the breach is curable, fails to cure that breach within thirty (30) days after receipt of written notice;
  - (b) the other party enters into an arrangement or composition with or for the benefit of its creditors, goes into administration, receivership or administrative receivership, or is dissolved or otherwise ceases its business operations or becomes subject to insolvency or bankruptcy proceedings and the proceedings are not dismissed within ninety (90) days; or
  - (c) the other party is in material breach of the Agreement more than twice, notwithstanding any cure of such breaches.
- 15.4 Yara may suspend the provision of Digital Content in the following circumstances:
- (a) if Yara has reasonable grounds to suspect a breach of Sections 6, 13.12 or 14;
  - (b) where Yara has a right to terminate these Terms under Sections 15.2 or 15.3, Yara may also suspend or terminate any, all, or any part of the Digital Content; and
  - (c) in order to comply with applicable law. If any suspension under this Section 15.4 continues for more than thirty (30) days, you may, at any time until use of the applicable Digital Content is reinstated, terminate your use of the applicable Solution immediately upon written notice; or

- (d) in the event of non-payment of Fees by you within the relevant period set out in the applicable Solution-specific Terms.

You are obliged to pay for any remaining Fees and/or Subscription balance and applicable interest, whether your Account is suspended due to your contractual breach or for any other reason.

15.5 If you become aware that any Digital Content, any part of a Solution, any User Content, or any other information that you provide to Yara does not comply with these Terms or Yara's Digital Farming Privacy Policy, you will immediately suspend your use of the Solution and/or remove any User Content or infringing information (as applicable). If Yara becomes aware of the above circumstances, Yara may specifically request that you take the remedial steps described above as it considers necessary and/or may immediately suspend your use of the Solution until Yara is satisfied that the relevant issues have been resolved.

15.6 On expiry or termination of the Agreement:

- (a) the rights granted by one party to the other shall immediately cease and you must cease all activities authorized by the Agreement;
- (b) all Fees owed by you to Yara are immediately due upon termination; and
- (c) upon request from Yara, you shall delete any Digital Content, and any User Content or other information you have provided to Yara from the Solutions and immediately destroy or return to Yara (at Yara's sole option) all copies of the Software and Documentation then in your possession, custody or control.

## 16. PUBLICITY

16.1 In connection with your use of the Solutions:

- (a) you may state publicly that you are a Yara customer and display Yara's trademarks, logos, domain names and any other distinctive brand features (**Brand Features**); and
- (b) Yara may verbally state that you are a Yara customer and include your name or Brand Features in a list of Yara customers in Yara's online or offline promotional materials.

16.2 Neither party requires approval for repeating a public statement that is substantially similar to a previously allowed public statement.

16.3 A party may revoke the other party's right to use its Brand Features under this Section by giving written notice to the other party and allowing a reasonable period of time to stop the use.

## 17. LIMITATION OF LIABILITY

17.1 Yara will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, the Digital Content; or
- (b) use of or reliance on any content displayed on the Digital Content.

17.2 Yara will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of a Solution or to your downloading of any Digital Content.

17.3 Yara shall further not be liable for damages resulting from the use of (or the inability to use) electronic means of communication of the Digital Content, including, but not limited to, damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

17.4 Nothing in these Terms excludes or limits either party's liability for death or personal injury arising from negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

17.5 TO THE MAXIMUM EXTENT PERMITTED BY LAW, YARA SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF SALES, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA OR INFORMATION, LOSS OF BUSINESS OPPORTUNITY, GOODWILL AND/OR REPUTATION OR ANY OTHER DAMAGES, NOR FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES, IN EITHER CASE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROVISION OR USE AND/OR INABILITY TO USE THE SOLUTIONS OR BY WAY OF INDEMNITY. IN THE CASE OF DIGITAL CONTENT, YOUR SOLE REMEDY IN CASE OF DISSATISFACTION SHALL BE TO DISCONTINUE YOUR USE OF DIGITAL CONTENT AND REQUEST YARA TO CLOSE ANY ACCOUNTS THAT YOU MAY HAVE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN THE EVENT THAT YARA AND/OR ANY AFFILIATED ENTITY IS LIABLE FOR YOUR LOSSES UNDER MANDATORY LAW, THE MAXIMUM AGGREGATE LIABILITY OF YARA AND/OR ITS AFFILIATES UNDER THESE TERMS, WHETHER BY WAY OF INDEMNITY OR OTHERWISE, SHALL BE LIMITED TO THE GREATER OF (A) THE FEES PAID BY YOU IN RELATION TO THE SOLUTION IN RESPECT OF WHICH THE CLAIM OR CLAIMS ARISE DURING THE ANNUAL SUBSCRIPTION PERIOD DURING WHICH SUCH CLAIM OR CLAIMS ARISE, OR (B) €5,000.

18. **DISCLAIMER OF WARRANTIES**

18.1 Digital Content, Hardware and any products and third party materials are made available to you “as is” without any warranties of any kind, whether implied or statutory. Except as expressly stated, Yara disclaims all conditions, warranties representations or other terms which may apply to the Solutions (including with respect to Digital Content, Hardware and any products and third party materials), whether express or implied, to the fullest extent permissible under applicable law, including any implied warranties or conditions of satisfactory quality, fitness for a particular purpose, non-infringement and title.

18.2 Any information and recommendations conveyed as part of the Solutions is, to the best of Yara’s knowledge, correct and accurate on the date of issue, and are merely intended to serve as guidelines for the appropriate use of the Solutions and for the appropriate use, handling and storage of any associated Hardware and/or Solutions, and may not be deemed as a guarantee or indication of quality or compliance with applicable laws or regulations, or serve as a basis for liability towards Yara or its representatives in any way whatsoever.

18.3 Because of the multitude of crops, grown in different production systems, on various soils, and under countless climatic conditions, Yara disclaims all warranties, express or implied, as to the accuracy of Digital Content or any other information and recommendations provided under the Solutions, and takes no liability for management decisions based on this information. When using Digital Content and related material, you accept that you will take full responsibility for all agronomic decisions, results and yields.

18.4 All exclusions or limitations of liability, and any disclaimers of any kind, (including in this Section and elsewhere in these Terms) are made on behalf of Yara and its affiliates and their respective shareholders, directors, officers, employees, affiliates, agents, representatives, licensors, suppliers and service providers.

19. **INDEMNITY**

19.1 Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless Yara from and against all claims, losses, costs and expenses (including legal fees) arising out of (a) your use of, or activities in connection with, the Solutions (including all submissions); and (b) any violation or alleged violation of these Terms by you.

20. **INFORMATION OR COMPLAINTS**

20.1 If you:

- (a) have a question or complaint regarding the Solutions;
- (b) are required to give us notice in writing in accordance with any condition in these Terms; or
- (c) wish to contact us in writing for any other reason,

please contact Yara using the applicable communication method specified in relation to the relevant Solution.

20.2 Yara will respond to all complaints or claims within reasonable time, and will, in any event, confirm receipt of your message by contacting you in writing, normally by e-mail. Please note that e-mail communications

will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.

- 20.3 You may submit your ideas, feedback and suggestions (**Suggestions**) that might help us to improve both your and other users' use of the Solutions. By sending us Suggestions, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use, modify, distribute and use your Suggestions in any other way.
- 20.4 If you believe in good faith that materials available as part of the Digital Content infringe your copyright, you may write to us by mail or e-mail and request that we remove such material or block access to it. Please be precise about the identity and location of the allegedly infringing materials. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, you may send us a written counter-notice.

## 21. ASSIGNMENT AND SUBCONTRACTING

- 21.1 Yara may transfer all or any part of its rights and obligations under these Terms, and/or its contract with you, to another company within the Yara group of companies or any third party organization. You may not transfer your rights or obligations under these Terms to another person or legal entity without our express prior written consent.
- 21.2 Yara may subcontract or delegate any or all part of its obligations under these Terms to another company within the Yara group of companies or any third party organization. You may not subcontract or deal in any other manner with any of your rights or obligations under these Terms without our express prior written consent.

## 22. FORCE MAJEURE

- 22.1 Neither party shall be liable for any delay or defect due to any act of God, war, strike, lock-out, industrial action, fire, flood, draught, tempest or any other event beyond the reasonable control of either party, including if any failure is caused due to internet unavailability, lack of mobile data access, or security or other measures impeding access to Software or Digital Content.
- 22.2 If any obligation under the Agreement cannot be performed for a continuing period of three (3) months as a result of one or more of the events described in Section 22.1 then either party may terminate the Agreement by notice in writing to the other at the end of this period.

## 23. OTHER IMPORTANT TERMS

- 23.1 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 23.2 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 23.3 Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 23.4 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms are governed by Norwegian law. You and Yara irrevocably agree that the courts of Norway will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation, save that Yara (or any applicable Yara affiliate) shall have the right, as claimant, to initiate proceedings against you in any other court of competent jurisdiction in relation to the non-payment of Fees or other amounts due, the protection of Yara's intellectual property or other rights, or any breach by you of these Terms.