

LICENSE AGREEMENT FOR THE DATALAB PANTHEON FARMING SOFTWARE SUITE

1. Definitions

1.1. Provider is Datalab SI, družba za poslovno informacijske rešitve d.o.o., with its registered office at Hajdrihova ulica 28c, 1000 Ljubljana, with tax number SI99654717. The Provider enters into a license agreement with the Client in its own name and on its own account.

1.2. Client is a legal or natural person who, on the basis of having ordered a software suite and, if applicable, concluded additional agreements, has received an invoice from the Provider, has paid the invoice, and has subsequently received from the Provider a serial number and the title of a registered client, which enable the activation of the software suite.

1.3. Software Suite refers to the PANTHEON Farming Computer Program and the Supporting Tools and Materials.

1.4. Computer Program PANTHEON Farming refers to the Computer Program PANTHEON Farming in any of the Farming versions available, which consists of a group of software code files in source, compiled or executable form.

1.5. Supporting Tools and Materials refer to data intended to operate or illustrate the operation of the Software Suite, educational materials, videos and other materials made available by the Provider to Clients free of charge or for a fee for the use of the Software Suite. Support Tools and Materials also refer to written, audio or video instructions for the use of the Software Suite, whether in printed or electronic form, and to the knowledge base on the use of the Software Suite, which is located on the Provider's UserSite. Support Tools and Materials may be made available under the terms of specific licenses.

1.6. Written Documentation refers to the written instructions for the use of the Software Suite. Only the Written Documentation is relevant for the definition of an error. Notwithstanding the paragraph 1.5, the Provider always provides the Client with written instructions on how to use the Software Suite free of charge. The Written Documentation is available to the Client on the Provider's website.

1.7. Upgraded Software Suite refers the Software Suite that indivisibly incorporates the latest PANTHEON Farming Computer Program legislative updates, updates, fixes, modifications, enhancements, new solutions and error fixes and is available for download and use by the Client subject to a license agreement and the payment of a license fee. The Upgraded Software Suite is subject to all provisions of the License Agreement that apply to the Software Suite, except for the provisions of Article 2 (Grant of License) and Article 6 (Limited Warranty).

1.8. Intellectual Property Rights are all copyright, related rights, other rights, including the database system provider's *sui generis* right as governed by the Copyright and Related Rights Act of Slovenia, as well as all other intellectual property rights, in particular industrial property rights as governed by the Industrial Property Act of

Slovenia, as well as other rights similar to intellectual property rights, which are the subject of a license or other agreement concluded between the Provider and the Client.

1.9. License Agreement refers to this license agreement to use the Software Suite and the Client's additional rights in relation to the Software Suite and sets out the terms and conditions of use of the Software Suite. The License Agreement is concluded between the Provider and the Client.

1.10. Additional Agreements are agreements that the Provider and the Client enter into or may enter into in connection with the Software Suite, such as the Upgrade Contract and other service agreements.

1.11. Assets is the term used to describe the agricultural assets that we manage in PANTHEON Farming. Assets are usually hectares of fields, orchards, meadows and numbers of animals, etc. The type of asset is defined by the version of the Software Suite. The maximum number of assets of a given type to be managed with/in the Software Suite is determined by the Client and licensed accordingly.

1.12. General Terms of ServiceDesk services govern the terms and conditions of use of the ServiceDesk services for the Software Suite, including support, assistance and implementation of new and unused features of the Software Suite, and form an integral part of this License Agreement.

1.13. Workstation is a single computer workstation or device with similar functionality through which Client Users use or access the Software Suite and/or Client Data processed by the PANTHEON Farming Computer Program.

1.14. Client User is a natural person can use or access the Software Suite through the Workstation and/or access the Client's data that is being processed by the PANTHEON Farming Computer Program through the PANTHEON Farming Computer Program.

1.15. Vertical Solution is a software, hardware or similar solution that complements or enhances the Computer Program PANTHEON Farming and allows the use of, or access to, the Software Suite and/or the Client Data that is processed by the Computer Program PANTHEON Farming.

1.16. Connector is each individual person, computer program or other similar device or technology that uses or is part of each individual Vertical Solution.

1.17. Connector License is an agreement between the Provider and the Client that allows Connectors to use or access the Software Suite and/or the Client's data processed by the PANTHEON Farming Computer Program. The Connector License is subject to all the provisions of this License Agreement, except where this License Agreement makes specific provision for Connectors.

1.18. Purchase Order is sent by the Client to the Provider, via the Provider's website or otherwise, expressing the Client's willingness to enter into a License Agreement for the desired version of the Software Suite and any additional agreements, and specifying the number and type of agricultural assets to be managed by the Software Suite.

1.19. Preliminary Invoice shall be issued by the Provider to the Client on the basis of the Purchase Order. It shall specify, in particular, the version of the Software Suite and the number of Assets allowed for that version, the Market Price, the Purchase Price, the price of the additional agreements, the validity territory of the License Agreement and the number of Connector Licenses. It shall also specify the payment dynamics of the Purchase Price or the price of the additional agreements, if any, for example the number of installments over a given period of time. The estimate shall also contain a reference to the validity of the provisions of this License Agreement and an indication of the website on which this License Agreement is published. The Preliminary Invoice shall become part of the License Agreement insofar as it specifies the Software Suite version, the validity territory of the License Agreement, the Purchase Price, the number of Assets, the number of Connector Licenses, and the payment dynamics.

1.20. Serial number is a sequence of characters sent to the Client by the Provider on the basis of a paid Preliminary Invoice or other document.

1.21. Registered Client Name means the client name assigned to the Client by the Provider and provided to the Client by the Provider on the basis of a paid Preliminary Invoice or any other document.

1.22. Activation Date is the date on which the activation of the Software Suite as described in Article 2.3 of the License Agreement is concluded.

1.23 Market Price is the Provider's recommended selling price of the license at the time of calculation for the use of the relevant version of the Software Suite for the specified period and for the Client's additional rights in respect of the License Agreement Software Suite, multiplied by the ordered maximum number of Assets managed by the Software Suite. The Market Price shall also include the price of any Connector Licenses.

1.24. License Fee is equal to the Market Price at the time of placing the Purchase Order, less any discounts and rebates offered by the Provider, plus any additional costs and value added tax. The Purchase Price shall be indicated on the Preliminary Invoice or the invoice.

1.25. Price of Additional Agreements is a catch-all term for any other additional agreements.

1.26. Support Providers are natural or legal persons who, in the course of their business and on the basis of a contractual or other legal relationship with the Provider, provide support to the Client for the Software Suite and other ServiceDesk services. Support Providers must hold a valid certificate of competence to perform support activities for the Software Suite and other ServiceDesk services.

1.27. HelpDesk Support Tool is a web application available on the Provider's website for Clients (<https://usersite.datalab.eu/>) and is used for support and other ServiceDesk services, messaging, error reporting, which includes reporting errors in the warranty process, and for other communication between the Provider and the Client. The Client may also access this application by sending an e-mail to pomoc@datalab.si after logging in to the user server and entering the Client's e-mail address.

1.28. An error is the operation of or the content of a Software Suite that is contrary to the specifications and intended use as described in the Written Documentation.

1.29. The Error Report is the submission of a written description of an Error by the Client in the HelpDesk application, which is sent to a Support Provider.

2. Grant of License

2.1. The Client sends a Purchase Order to the Provider which, in addition to the data referred to in 1.18, must contain the Client's name, address, registered office, tax number and any other identifying data, including the Client's e-mail address. The Client is solely responsible for the accuracy and truthfulness of the identifying data provided to the Provider. On the basis of the Purchase Order, the Provider sends the Client a Preliminary Invoice or an invoice.

2.2. After the Client has paid the Preliminary Invoice or the invoice, the Provider sends the Client the Serial Number, the Registered Client Name and the web link for the activation of the Software Suite and the activation of the ServiceDesk Services to the e-mail address specified in the Purchase Order.

2.3. The Client may activate the Software Suite by accepting the terms of this License Agreement and the General Terms of the ServiceDesk Services and installing the Software Suite. Before installing the Software Suite, the Client enters the Serial Number and Registered Client Name in the electronic form and, by clicking on the "I Agree" button, declares that the Client accepts all the provisions of this License Agreement and the General Terms of the ServiceDesk Services, which are binding on the Client as a consequence. During the activation of the Software Suite, the Workstation from which the Client performs this action must be connected to the Internet for the entire duration of the procedure, so that the Provider can record the acceptance of the License Agreement, prepare a fingerprint of the Client's server, to which an e-mail is sent, and thus complete the activation.

2.4. By clicking on the "I agree" button, the natural person performing the action declares that they are the legal representative of the Client or the person authorized by the Client to perform that action.

2.5. By clicking on the "I agree" button, the Client declares that they agree to the current valid version of this License Agreement, which is published on the Provider's website.

2.6. The Client shall be deemed to be aware of the contents of this License Agreement if it is expressly indicated on the Preliminary Invoice or the invoice and the contents of this License Agreement are published on the website indicated on the Preliminary Invoice or the invoice.

2.7. The serial number shall only apply to one specific, fingerprint-identified Client data server. The Client may change the data server at any time, which may only be done by following the procedure published on the Provider's website.

2.8. If the Client does not agree with any provision of this License Agreement or the General Terms of the ServiceDesk Services, the Client shall not be allowed to install the Software Suite. In this case, but no later than within 7 days of payment of the Preliminary Invoice or invoice, the Client shall have the right to notify the Provider in the usual manner that they will not install and consequently not use the Software Suite, and to request a full refund of the Purchase Price, which the Provider shall refund to the Client within 30 days of receipt of a timely request.

3. Intellectual Property Rights for the Software Suite and the Upgraded Software Suite

3.1. The Provider guarantees the Client that the Provider has validly acquired all intellectual property rights for the Software Suite that enable the Client to use the Software Suite, or that the Provider is the holder of all intellectual property rights of the Software Suite.

3.2. The License Agreement shall not transfer any intellectual property rights to the Client, but the Client shall only acquire a non-exclusive, non-transferable and limited right to use the Software Suite for the scope specified on the Preliminary Invoice or the invoice, within the terms and conditions set out in the License Agreement, and subject to the Client's additional rights in relation to the Software Suite as defined in the License Agreement or as provided for by the Copyright and Related Rights Act of Slovenia.

3.3. If a third party should file a claim against the Client, arguing that it is the holder of any intellectual property rights for the Software Suite or that the Provider has not acquired all intellectual property rights for the Software Suite that are required for the Client to use the Software Suite, the Provider shall defend the Client against such a claim. This obligation of the Provider applies if the Client informed the Provider about the claim of the third party before the Client complies with any requests of the third party. This obligation of the Provider, considering legal limitations, ceases to apply after one year from the day when the Client was informed of the third-party claim.

4. Software Suite Terms of Use

4.1. The Client may install the Software Suite on an unlimited number of Workstations. The Software Suite PANTHEON Farming may be used or accessed simultaneously by unlimited Client Users for the features defined in this Agreement. If a user exceeds the number of licensed assets by more than 10% (ten percent), the program will prevent the user from entering and/or using additional assets that exceed the licensed number by more than 10% (ten percent).

4.2. The Client may only allow the use of or access to the Software Suite and/or the Client's data processed by the Computer Program PANTHEON Farming to as many Connectors at the same time as the number of corresponding Connector Licenses the Client has concluded with the Provider.

4.3. Without express written permission from the Provider, subject to any legal limitations on the Provider's rights, the Client may not reproduce components or the entire Software Suite, regardless of whether the reproduction is

temporary or permanent, and regardless of the means and form by which the reproduction is made, except as provided in paragraph 4.6 of the License Agreement.

4.4. Without express written permission from the Provider, subject to any legal limitations on the Provider's rights, the Client may not translate, adapt, modify or otherwise alter the Software Suite, including the correction of errors.

4.5. The Client may not distribute the Software Suite in any form and may not rent it out, subject to any legal restrictions on the Provider's rights.

4.6. The **Client** may make two backup copies of the Software Suite for the sole purpose of ensuring the uninterrupted use of the Software Suite, subject to the terms and conditions set out in the License Agreement.

5. Additional Rights of the Client in Relation to the Software Suite

5.1. Data Export. After the License Agreement terminates for any reason, the Client may keep the Software Suite installed on one Workstation or use it on one Workstation for 30 (thirty) days after the termination of the License Agreement. The Software Suite may remain installed under this paragraph with the express purpose of exporting the Client's data files. The Client can export the data files only in the form or format that include only their data and that do not include the logic of the data processing. After the 30 days, the Client must permanently delete the Software Suite including the Client's data files from that Workstation and/or stop using the Software Suite on that Workstation and delete it from the central server.

5.2. Legal Harmonization. Within the first 90 days after activation, the Client may request harmonization of the Software Suite with the legislation within the specifications and intended use of the Software Suite, which the Provider shall provide by releasing an Upgraded Software Suite. After the 90-day period, the Provider shall provide the Client with upgrades only within the scope of a concluded Upgrade Contract.

5.3. The right to support, including error fixing, and other ServiceDesk services (ad-hoc ServiceDesk services). Support is one of the ServiceDesk services and means assistance to the Client regarding use or operation of the Software Suite, including error fixes. Apart from support, ServiceDesk services include assistance and implementation of new and unused features of the Software Suite. ServiceDesk services can be provided in the following ways:

- Remote support with the HelpDesk Application.
- Remotely with other internet-based technology; provided through an internet-based solution that is accessible at the UserSite to the Client, the Provider and Support Providers (using Windows Remote Desktop, Skype or similar solutions); it has a shared desktop function that allows sharing the User's display and assuming control over keyboard and mouse inputs; the typed communication (chat) between the Client and the Provider or Support Provider is saved into the support log and is an integral part of the support session, along with the report at session end and the support satisfaction questionnaire. The Provider and Support Providers may remotely access the logs.
- Remotely by telephone.

- Remotely by email to support@datalab.eu or (equivalent) pomoc@datalab.si, which automatically creates an entry in the HelpDesk Support Tool.
- At the Client's location, which is done by the Provider's or the Support Provider's staff.

5.4. Support is provided by the Provider or other Support Providers. Support and other ServiceDesk services as well as so-called additional services of Support Providers can also be provided by Support Providers. The Provider or a Support Provider is entitled to compensation for provided support services or other ServiceDesk services at the applicable list prices as published at the Provider's or Support Provider's website. If the Client also opts for premium ServiceDesk services, a certain time for support and other ServiceDesk services for the Client may already be included in the Premium ServiceDesk Services Agreement.

5.5. The Provider or Support Providers provide support only for the latest version of the Upgraded Software Suite due to technical reasons. The Client shall provide the technical capabilities for remote support and other ServiceDesk services according to the Provider's specification, if this does not pose a significant cost for the Client.

6. Limited Warranty for the Software Suite

6.1. The Provider guarantees the Client that the Software Suite will work without errors for 90 (ninety) days from the Activation Date.

6.2. The Provider's sole obligation and the Client's sole right based on the warranty from the previous paragraph is – if the Software Suite does not function in accordance with the previous paragraph and the Client informs the Provider about that through the HelpDesk Application – for the Provider to fix or replace the Software Suite for the Client.

6.3. The Client is not entitled to the rights from paragraph 6.2 based on the limited warranty and the Provider has no obligations based on the limited warranty if the Client is invoking the limited warranty and the impaired functioning of the Software Suite according to paragraph 6.1 is caused by Software Suite use that is not in accordance with the License Agreement, Written Documentation or any action, event or circumstance from the Client's side.

6.4. The Client is not entitled to the rights set out in paragraph 6.2 under the limited warranty, and the Provider is under no obligation under the limited warranty, if the failure to function in accordance with the paragraph 6.1, for which the Client invokes the limited warranty, is due to the use of, or access to, the Software Suite by the Connectors.

6.5. The Provider does not give any other guarantees to the Client or to third parties other than the limited guarantee for the Software Suite as set out in this Article.

7. The License Agreement in Relation to Additional Agreements

7.1. The Client may also conclude other agreements with the Provider, which govern the rights and obligations of the parties in relation to the Provider's products and services.

8. Exclusion of the Provider's Liability

8.1. The Provider, its suppliers, co-contractors and support providers, taking into account only minimal legal limitations of exclusion of liability, are in no case liable to the Client or third parties for any damages for the Client or a third party that occurred due to the use or the inability to use the Software Suite or due to any change or modification to the online Software Suite that the Client or a third party made based on any agreement with the Provider or without it, or for any other reason arising from the License Agreement. For the avoidance of doubt, the listed damages include, but are not limited to, property damage, loss of profit, physical or psychological trauma to others and detrimental effects on an organization's reputation.

8.2. The Provider, the Provider's suppliers, the Provider's subcontractors and the Provider's supporters are not liable to the Client or to third parties for any damages of any kind whatsoever which the Client or third parties suffer or may suffer as a result of the Client entrusting the support, maintenance, troubleshooting, upgrading or any other interference with the Software Suite to persons other than the Provider's certified supporters.

8.3. The Provider, the Provider's suppliers, the Provider's subcontractors and the Provider's supporters are not liable to the Client or to any third party for any damages of any kind whatsoever which the Client or any third party suffers or may suffer as a result of the Client's having made the Software Suite available or accessible to the Connectors.

8.4. The Provider's total liability is in no case higher than the Purchase Price, taking into account only minimal legal limitations of exclusion of liability.

9. Agreement validity and termination

9.1. This License Agreement is for an indefinite term, terminable by either party on 30 days' notice. Termination may not be effected within the first year from the effective date of this agreement.

9.2. The License Agreement is valid if it is concluded and if all License Fees provided for in the agreement have been paid. If the License Agreement is concluded and the License Fees are not paid, the Provider may block the use of the Software Suite.

9.3. Termination of the agreement must be in writing and communicated to the other party in the usual manner.

10. Violation of the agreement and withdrawal

10.1. If the Client violates any provision of this agreement, the Provider may immediately disable the Client's use of the Software Suite, which shall not be deemed to be a violation of this License Agreement. In such event, the

Client expressly authorizes the Provider to access the Client's Workstations for the purpose of disabling the use of the Software Suite. The Provider may also withdraw from the agreement in such a case and require the Client to delete the Software Suite from all Workstations and to destroy all copies of the Software Suite in the Client's possession, without giving the Client a period of time in which to remedy the violation. If the Provider withdraws from the agreement, the provisions of this License Agreement on data export shall apply.

10.2. If the Client violates the provisions of this License Agreement in a way that unjustifiably and contrary to the provisions of this License Agreement allows the use of or access to the Software Suite by the Connectors, the Provider may require the Client to immediately, but no later than within 30 days of the Provider's request, remedy the violation by concluding with the Provider, or by the Provider's termination of the License Agreement. If the Client fails to remedy the violation within the time limit set, the Provider may deny the Client access to the Software Suite, subject to the same provisions as in paragraph 10.1 of this License Agreement. The Provider may also withdraw from the agreement in such a case and require the Client to delete the Software Suite from all computer workstations and to destroy all copies of the Software Suite in the Client's possession. If the Provider withdraws from the agreement, the provisions of this License Agreement on data export shall apply.

10.3. The Provider reserves the right to exercise control over the use of the Software Suite by the Client in accordance with the provisions of this agreement, in particular over the use or access of the Software Suite by the Client to Connectors. The Client expressly authorizes the Provider to use appropriate technical measures for this purpose.

10.4. In the event of a violation of this License Agreement by the Client, the Provider is entitled to compensation for any damage suffered as a result of the violation.

10.5. The Client is liable to the Provider for any damage caused to the Provider or to third parties as a result of the Client allowing the Connectors to use or access the Software Suite.

11. Final provisions

11.1. The Client may not assign the License Agreement in its entirety or any individual right under the License Agreement or any right under the General Terms of the ServiceDesk Services which form part of this License Agreement to third parties without the written consent of the Provider.

11.2. The Client agrees that the Provider may inform the Client by e-mail and other means about new versions of the Software Suite and about other new features and changes in the offer.

11.3. By entering into this License Agreement, the Client agrees that the Provider may collect and use personal data about the Client's contact persons (or users of the Software Suite who cooperate with the Client on the basis of an employment contract or other legal relationship) in accordance with the Provider's Personal Data Protection Policy, available on the Provider's website, and the applicable legislation on the protection of personal data. The Client warrants to the Provider that all personal data provided by the Client to the Provider is provided in accordance

with applicable data protection legislation (as this is necessary for the performance of the agreement between the Provider and the Client) and that all persons to whom such data relates have been informed of the Provider's Personal Data Protection Policy, available on the Provider's website. The Provider undertakes to treat any personal data obtained in this way in accordance with the applicable legislation on the protection of personal data and the Provider's Personal Data Protection Policy, available on the website. The Provider shall not have access to and shall not process any personal data processed by the Client as controller using the PANTHEON Farming Computer Program, except in the context of the provision of support and other ServiceDesk services, which are not subject to this License Agreement.

11.4. The Client agrees that the data obtained by the Provider or the Support Provider in the course of entering into or performance of the License Agreement, including in the course of the provision of support and other ServiceDesk Services, may be used by the Provider in an anonymized form, without identifying the Client, for the Provider's own business purposes related solely to support, diagnostics, testing, research or for the further development of the Software Suite or the Provider's other products or services. The Provider undertakes to treat any trade secrets obtained in this way in accordance with the Companies Act of Slovenia. In no event is the Provider liable to the Client or to third parties if the Client has provided the Provider with personal data, trade secrets or any other type of data unjustifiably or without a proper legal basis or in violation of applicable law.

11.5. If any provision of this License Agreement proves to be invalid, the validity of the other provisions is not affected and they shall remain in full force and effect.

11.6. This License Agreement constitutes the entire License Agreement for the Software Suite and supersedes any other agreements on the subject matter of the License Agreement, except where the License Agreement provides that the License Agreement is supplemented by the terms of another agreement or document, including a Preliminary Invoice or invoice.

11.7. This License Agreement is concluded without the signature of the parties in accordance with the provisions on the conclusion of a License Agreement in Article 2.

11.8. In the event of a dispute in relation to any provision of the License Agreement, the court with jurisdiction shall be the court of competent jurisdiction in Ljubljana, Slovenia, and the law of the Republic of Slovenia shall apply.

Effective as of: 25 May 2018