

TERMS AND CONDITIONS OF USE

THIS DOCUMENT CONSTITUTES YOUR AGREEMENT TO ABIDE BY THE FOLLOWING TERMS AND CONDITIONS FOR USE OF THE AGFLEET WEBSITE.

This is a private web site (hereinafter referred to as “Site”) and is not intended to be open to the general public. This Site may only be accessed by those authorized users who agree to be bound by the terms of this agreement (hereinafter referred to as “Agreement”). By logging in your name and password, you are manifesting your assent to be contractually bound by the terms of this Agreement. In return, your user name and confidential password will be authorized to log on to this Site on the terms set forth below.

1. Purpose. This Website is intended to provide weather and weather-based products in support of agricultural research, advising, planning, and decision making. The purpose of this Agreement is to bind you and other visitors to the terms and conditions for your use of the Site. The success of this Site depends on the adherence to the terms of this Agreement by you and all other users of this site. While we will do our best to enforce the terms of this Agreement, as set forth below in Sections 10 and 11, we can not warrant or represent that other users will in fact adhere to this Agreement and can not act as insurers or accept any liability for their failure to do so.

2. Agreement. You have signified your assent to be contractually bound to the terms of this Agreement. You agree that your assent, given electronically by clicking the “I AGREE” button, shall have the same legal effect as if this Agreement had been personally signed by you. To the extent permitted by law, this Agreement is intended to supersede any provisions of applicable law which might otherwise limit its enforceability or effect because it was entered into electronically.

3. Access. By entering into this Agreement, you will be granted a revocable license to access this Site provided payment is made to ZedX, Inc., in accordance with invoices rendered to you.. Your access privileges, however, are also conditioned on your adherence to the terms of this Agreement. ZedX reserves the right to temporarily deny you access to this Site or permanently terminate your access privileges at any time if, in our sole discretion, you have failed to abide by the terms of this Agreement or appear to us likely to do so, or fail to make required payment to ZedX.. By agreeing to grant you access, we do not obligate ourselves to do so or to maintain this Site, or to maintain it in its present form, and we expressly reserve the right to modify, suspend or terminate your access privileges. You agree and understand that we may, in our sole discretion and without any prior notice, close this Site or deny you access to it and delete any files which you may maintain at this Site and any information which you may choose to post here or input into the AgFleet system. You should keep a copy of any material which you post to this Site and/or input into the AgFleet system because we will not undertake to retain copies of any material which we or others may delete from this site.

4. Privileges Nontransferable. Your access privileges may not be transferred by you to any third-parties. You further agree not to disclose to anyone your confidential user name and/or password.

5. Confidential Information.

a. Confidentiality. To allow for the free exchange of information amongst a small, select group of users of this Site, you agree to treat all communications that take place at this Site as confidential and to not disclose, copy or transmit to people who are not otherwise subject to this Agreement any messages or information posted at this Site. You agree and understand that the purpose of this confidentiality provision is to foster an open environment where users may freely exchange ideas without fear that specific comments will be quoted or attributed to them outside of this Site, and without fear that information regarding them will be distributed to third parties not authorized to receive such information. This understanding regarding the nature of communications on this Site does not, however, create a binding obligation on the part of the owners or operators of this Site to protect the confidentiality of information posted here or to act as insurers or guarantors of, or to accept liability for, the conduct of other users. You therefore agree and acknowledge that you will not post any information online which constitutes a trade secret or which is otherwise so confidential that its disclosure could cause you or others any economic harm. As set forth below in Sections 10 and 11, we can not warrant, guaranty or insure that information posted at this Site or otherwise input into the AgFleet System, in fact, is treated in the manner required by this Agreement and we assume no liability if it is not.

b. Public Information. Our policy of encouraging confidentiality shall not apply to the extent that you can establish that information is in the public domain (and did not fall into the public domain as a result of your breach of this policy or any other confidentiality agreement); or was in your possession before you gained access to it at this Site (and you can prove this fact by admissible, written evidence); or was received from a third-party (who was in lawful possession of it) without any confidentiality restrictions. Nothing in this Agreement shall prevent you from disclosing information obtained at this Site if compelled to do so by a court of law or government agency, on condition that you provide advance notice to the owner or operator of this Site as well as the person who disclosed the information and allow them a reasonable opportunity to intervene in the proceeding to protect the confidentiality of the information.

c. Distribution of Products. In the event you distribute any products obtained from this Site to an authorized end user who has not themselves given notification of agreement to be bound by the terms and conditions of this Agreement, you agree to provide such end user with a copy of this Agreement at the time you distribute any products from the Site to them, and ensure that they have ample opportunity to review the terms and conditions of this Agreement, and that they agree to be bound by the terms and conditions of this Agreement. In the event you distribute any products from this Site to any end user, and fail to obtain their agreement to be bound by the terms and conditions of this Agreement (as it may be amended from time to time), you agree to forever indemnify and hold

ZedX, its employees, consultants, licensors, representatives, and suppliers harmless from and against any and all damages, losses, expenses (including reasonable attorney and expert fees) claims, costs, judgments, or liabilities arising from or related to such distribution of product(s) from this Site to such end user.

6 Copyrights. By posting material or submitting information to this Site you agree, represent and warrant that you own the rights to such material and/or information or that you have obtained the perpetual unrestricted permission of the owner(s) of all rights in such material. The owner of any such material and/or information grants to ZedX an irrevocable, fully assignable, fully paid, worldwide, royalty free license to copy, modify, distribute, publish, sell, relicense, and/or further process, reprocess, perform, display, reformat, or use the material and/or information as part of the AgFleet system or for the purpose of making other products, derivative products, or compilations of information, and to publish, distribute, market and sell those products and/or services, and any derivatives thereof.

By manifesting your assent to this Agreement, you hereby grant to ZedX and its assignees a perpetual, nonexclusive, royalty-free license to reproduce, adapt, distribute, display and perform all or any portion of any material and/or information you post or contribute to the Site.

Any information or products of the AgFleet system are owned by ZedX (or its suppliers or licensors), and are protected by United States Copyright Laws and International Treaty Provisions. All copyright, trade secret, intellectual property rights, and other property rights, in any information or products of the AgFleet system remain at all times the exclusive property of ZedX (or its suppliers or licensors). You agree to respect the copyrights and other intellectual property rights of ZedX, and of other users of this Site. Specifically, except with respect to material or information which you post or contribute to this Site and own or are licensed to use, you agree not to reproduce, distribute, perform (either publicly or by digital transmission or any other means), display or prepare derivative works based on any material or information posted at this site or available as part of the AgFleet system without first obtaining the express permission of the copyright owner to do so except in accordance with Section 5 c, above.

7. Good Samaritan Content Policy & Complaint Procedures.

a. Policy. It is the policy of the owners and operators of this Site to not tolerate any acts of intellectual property infringement or violations of U.S. law or to allow for any pornographic, offensive, or obscene or defamatory material to be posted at this Site. We will do our best, in good faith, to purge or otherwise restrict the availability of material that is infringing, offensive, obscene, harassing, or otherwise objectionable. The provisions of this Section 7 are intended to implement this policy but are not intended to impose a contractual obligation on the owners or operators of this Site to undertake, or refrain from undertaking, any particular course of conduct.

b. **Complaint Procedures.** If you believe that someone has posted material at this Site which infringes the intellectual property or other rights of third-parties or which is in violation of U.S. law or which is obscene, offensive, defamatory, or otherwise objectionable, we ask you to promptly notify us by email at the following address: mailbox@agfleet.com. You must use this address if you want to ensure that your complaint is actually received by the appropriate person charged with responding to such communications.

In order to respond as quickly as possible to any complaint, please provide us with as much detail as possible, including (1) the nature of the right infringed or violated (including the registration numbers of any registered copyrights, trademarks or patents allegedly infringed); (2) all facts which lead you to believe that a right has been violated or infringed; (3) the precise location where the offending material is located; (4) any grounds to believe that the person who posted the material was not authorized to do so or did not have a valid defense (including the defense of fair use); and (5) if known, the identity of the person or persons who posted the infringing or offending material.

c. **Indemnification/Waiver of Certain Rights.** By lodging a complaint, you agree that the substance of your complaint shall be deemed to constitute a representation made under penalty of perjury under the laws of the United States. In addition, you agree, at your own expense, to defend us and indemnify us against any liability which we may incur by our response to your complaint.

d. **Waiver of Claims and Remedies.** We expect visitors to take responsibility for their own actions, and, as set forth below in Sections 10 and 11, we can not assume liability for any acts of third-parties which take place at this Site. By this Agreement, you acknowledge that in establishing a complaint procedure we are taking on the role of a Good Samaritan and, in order to allow us to do our best, in good faith, to purge or otherwise restrict the availability of material that is infringing, obscene, offensive, or otherwise objectionable, you agree to waive any claims or remedies which you might otherwise be able to make against us under any theory of law (including, but not limited to, intellectual property laws) arising out of or relating in any way to the content at this Site or our response, or failure to respond, to a complaint.

e. **Investigation/Right to Purge Postings.** You agree that we have the right (but not the obligation) to investigate any complaint received and, at any time and for any reason, to remove any material or information which you post to this Site, with or without your permission, and with or without cause, in our sole discretion. By reserving this right, we do not undertake any responsibility in fact to remove content posted online, whether or not a complaint has been received.

f. **Removal Right.** You expressly agree that we may remove, disable or restrict access to or the availability of any material or information from this Site (including, but not limited to, material or information which you have posted or stored) which we believe, in good faith and in our sole discretion, to violate the terms of this Agreement (whether or not we are in fact correct in our assessment) or which is the subject of a Notification duly sent to

us pursuant to the Digital Millennium Copyright Act. If you believe that we have acted mistakenly with respect to certain material or information, you may contact us by email at mailbox@agfleet.com, or by telephone at (814) 357-8491, in which case we may investigate the matter further. We reserve the right, however, to take no further action. Posting or storing material at this Site is a privilege, not a right. Under no circumstances may we be held liable for removing, disabling or restricting access to or the availability of material.

8. Privacy. We agree that we will not knowingly provide any third-party with any personally identifiable information about users of this Site, unless we obtain your permission or are compelled to do so by court order. You agree to respect the privacy rights of other visitors by not publishing or harvesting any personally identifying information obtained or stored at this Site.

9. Linking. We encourage others to link to our Site, but ask that you notify us in advance of your intention to do so by email at mailbox@agfleet.com.

10. DISCLAIMER OF WARRANTIES. IN ORDER TO PROVIDE YOU WITH THIS SERVICE, WE ARE UNABLE TO OFFER ANY WARRANTIES OR MAKE ANY REPRESENTATIONS ABOUT ANY BENEFITS OR OPPORTUNITIES WHICH YOU MAY OBTAIN AT THIS SITE.

The AgFleet Products, because they are the result of computer-processed data that may be subject to collection, storage, transmission, and reading problems, are only estimations of the true description or quantification of any physical phenomena. As such, they are subject to uncertainties due to these problems and the mathematical formulations and formats used to process data and to create the AgFleet Products, and due to the choice of spatial and temporal scales to dimensionally define the AgFleet Products (some of which are provided and input by you, the user, and over which ZedX has no control). Because of the inherent uncertainties, ZedX does not make any warranty regarding the accuracy of any AgFleet Product, and expressly makes the following disclaimers of warranties:

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11. LIMITATION OF LIABILITY. IN ORDER TO PROVIDE YOU WITH THIS SERVICE, WE ARE UNABLE TO ACCEPT LIABILITY FOR ANY CONDUCT, ACTS OR OMISSIONS OCCURRING AT THIS SITE. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, COLLATERAL, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA, EVEN IF YOU CLAIM TO HAVE NOTIFIED US ABOUT SUCH DAMAGES, OR FOR ANY CLAIMS BY ANY THIRD PARTIES. NEITHER ZEDX NOR ITS SUPPLIERS, LICENSORS, OR AFFILIATES SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, CROP DAMAGE, YIELD LOSS, OR DATA RECONSTRUCTION COSTS, EVEN IF ZEDX AND/OR ITS SUPPLIERS, LICENSORS, OR AFFILIATES HAVE BEEN ADVISED, KNOW OR SHOULD KNOW OF THE POSSIBILITY OF DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PROVISION AND/OR USE, PERFORMANCE OR ACCURACY OF THIS SITE AND/OR ANY AGFLEET PRODUCT BY YOU. IN NO EVENT SHALL ZEDX OR ITS SUPPLIERS, LICENSORS, OR AFFILIATES HAVE ANY LIABILITY TO YOU, BASED ON ANY LEGAL THEORY OR CAUSE OF ACTION WHATSOEVER, FOR ANY MISSING OR DEFECTIVE AGFLEET PRODUCTS, MATERIAL. OR INFORMATION, OR YOUR USE OF OR RELIANCE UPON ANY INFORMATION FROM THIS SITE, OR ANY AGFLEET PRODUCT, MATERIAL OR INFORMATION, OR ARISING FROM YOUR PARTICIPATION IN THE AGFLEET SYSTEM.

12. Complete Agreement/No Representations. This Agreement constitutes the entire agreement between you and us relating to your access to and use of this Site and supersedes any prior or contemporaneous representations or agreements. This Agreement—and only this Agreement—shall govern our legal rights and obligations. Any rights not otherwise expressly granted by this Agreement are reserved by us. This Agreement may not be modified, either expressly or by implication, except as set forth below in Section 13.

As set forth in Section 10, we do not make any legal representations or warranties about this Site, either expressly or by implication. The terms of this Agreement are intended to supersede anything else that appeared previously at this Site, now or in the future. So that there is no misunderstanding, by entering into this Agreement you agree that, except as provided in Section 13, nothing posted at this Web site or otherwise communicated to you shall in any way modify or vary the terms of this Agreement.

13. Modifications/ Termination.

a. In General. Our employees are not authorized to vary the terms of this Agreement. This Agreement may be modified only (1) by obtaining written consent of an authorized representative of ZedX; or (2) as set forth below in subpart (b).

b. Periodic Revisions and Amendments. You agree that we may modify the terms of this Agreement in our sole discretion. If we do so, we will notify you by email at the address you have provided to us and by posting a notice on our homepage for thirty (30) consecutive days in advance of the effective date of any modification to this Agreement. You agree that it shall be your responsibility to log on to this Site at least once every thirty (30) days, review any email you may receive from us and notify us at mailbox@agfleet.com promptly in the event you change email accounts or if you would prefer to receive notices from us at a different account from the one you are presently using. Otherwise it will be your responsibility and obligation to check the legal section of this Site whenever you access this Site, to determine if there have been any changes to this Agreement. You may notify us at mailbox@agfleet.com at any time before, or within fifteen (15) days after, any modification takes effect, to advise us that you do not accept the proposed modification. If we do not receive such a communication from you in the time prescribed, or if you use this Site after the modification takes effect, the modification will be deemed to have been accepted by you. You agree and understand that we reserve the right to unilaterally terminate your access privileges or otherwise deny you access to this Site in the event that you decline to be bound by any proposed modifications to this Agreement.

c. Term. Unless we terminate your access privileges or you decide to terminate this Agreement, this Agreement shall remain in force so long as you are authorized to access this Site. You agree that in the event you decide to terminate this Agreement or if your access privileges are suspended or terminated you shall continue to be bound by all obligations set forth in this Agreement including, but not limited to, those contained in Sections 4, 5, 6, 7, 8, 10, 11, 12, 14 and 15, for a period of five (5) years or until the expiration of all applicable statute of limitations periods, whichever is longer. Except as otherwise provided in this Section 13, you will not be bound by any modifications to this Agreement which may take effect after such time as you or we terminate our contractual relationship.

14. Indemnification, Jurisdiction and Dispute Resolution. You agree, at your own expense, to defend us and indemnify us against any liability arising out of or relating in

any way to alleged acts or omissions by you which, if true, would constitute a violation of one or more terms or provisions of this Agreement. All disputes arising out of or relating in any way to this Agreement or our ownership, operation or maintenance of this Site shall be resolved exclusively in the appropriate state or federal court located in Pennsylvania. All such disputes shall be governed by and construed in accordance with the laws of the United States and of the Commonwealth of Pennsylvania as applied to transactions entered into and to be performed wholly within Pennsylvania between Pennsylvania residents. In the event of any breach of this Agreement, you agree that, notwithstanding any other provision of law, we shall be entitled to obtain preliminary injunctive relief enforcing the terms of this Agreement.

15. Construction. If any portion of this Agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of the Agreement as possible.