

Teralytic Terms of Service

By using the Teralytic Soil Probe (“**Device**”) and Teralytic’s associated websites, products, and services (collectively “**Web Services**”), you agree to these Terms of Service (“**Terms**”).

“**You**” refers to the user, person or entity that uses the Web Services. If you are using the Web Services on behalf of an entity, “**You**” refers to the company that authorized your use.

“**Personal Information**” has the meaning provided in the [Privacy Policy](#).

“**Data**” has the meaning provided in the [Data Use Agreement](#).

1. Your Responsibility for Data Uploads

You are fully responsible for the Data you transfer, share, upload, download while using the Web Services. You may not intentionally or negligently upload Data that is false or misleading. You certify that you are the owner of any Data uploaded to the Web Services, or that you are licensed or authorized by the owner of the Data. You may not upload viruses, spyware, or other malicious software to the Web Services. You assume full responsibility for any damage caused to Teralytic, Teralytic’s agents, or other users if you or someone using your account violates this provision.

Your use of Teralytic’s Web Services must be lawful at all times. You must be at least 13 years of age or older. Any user of your account must be authorized by you. You are responsible for all users of your account.

How you use, share, and transfer your Data is governed by Teralytic’s [Data Use Agreement](#).

2. Users of Your Account

When you create a Teralytic account, you will create a unique ID and authenticate your account using an authentication code or password. Other users of Teralytic with whom you intend to share your Data must create their own account in order to gain access to your Data or other information.

3. Services Offered by Teralytic

Teralytic will offer various products and services through the Web Services (“**Products**”) which may require your acceptance of additional terms. These Products may be changed, suspended, or be discontinued from time to time. Teralytic may periodically conduct maintenance or improvements on the Web Services that may interrupt the Products offered or your access to the Web Services. Teralytic will use reasonable efforts to ensure that any interruption in Services is minimized to the user.

4. Software

Some of the Products may allow you to download client software (“**Software**”) which may update automatically. So long as you comply with these Terms, Teralytic gives you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Web Services. Teralytic reserves all other rights to the Software. Unless the following

restrictions are prohibited by law, you agree not to reverse engineer or decompile the Software, attempt to do so, or assist anyone in doing so.

5. Restrictions on Use

Teralytic grants you permission to access and use the Web Services subject to the following conditions:

- You shall not (or attempt to) circumvent, disable or otherwise interfere with any security related features of the Web Services.
- You shall not use or launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses the Web Services in a manner that sends more request messages to the Teralytic servers in a given period of time than a human can reasonably produce in the same period by using a publicly available, standard (i.e. not modified) web browser.
- You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Data for any other purposes without the prior written consent of Teralytic.

Nothing in these restrictions shall limit your ability to access Data from another lawful source, such as another ag data platform to which you are a subscriber, provided that source has integrated into the Web Services by permission.

6. Payment Terms

As applicable, you agree to pay for the services offered by the Web Services upon the terms and at the amount specified. Payment shall be completed via credit card or other immediately available funds. Teralytic utilizes third party payment processing vendors who have additional terms and conditions applicable to payments made by you. Teralytic is not responsible for any errors or omissions caused by such third-party vendors. Additionally, you may be charged sales tax or other applicable taxes based on the bill-to address and the tax rate in effect at the time your purchase is completed.

If your payment is declined or refused by a third party, Teralytic may suspend or terminate your access to the Web Services.

7. Trademarks and Intellectual Property

These Terms do not grant you any right, title, or interest in the name Teralytic or the Web Services and Products developed for Teralytic. The Web Services, Products and other technology provided by Teralytic may be protected by copyright, trademark, patent, and other state and federal laws of the United States. "Teralytic" and associated logos are registered trademarks owned by Teralytic. These Terms do not grant you any rights to any other trademarks, service marks, trade names, logos, domain names, or brand features associated with Teralytic, including those marks used by the Teralytic belonging to others (the "Proprietary Designations") or any trademark, service mark, trade name, logo, domain name or brand feature that is identical or confusingly similar to the Proprietary Designations, or that constitutes a translation thereof into any other language. You agree to pay Teralytic any attorneys' fees incurred by Teralytic in enforcing this provision.

8. Duration and Termination

Teralytic reserves the right to suspend or terminate your account at any time, without cause, without notice and without liability to you. Teralytic may suspend or terminate your account

if you are not complying with these Terms or using the Web Services in any way that would cause Teralytic legal liability or disrupt others' use of the Web Services. All indemnity and liability provisions in these Terms survive termination.

9. Disclaimer

The Device and the Web Services provide you with information. You should always verify information obtained from the Device and the Web Services before undertaking any activities. You are responsible for ensuring the accuracy, currency and other information derived from your use of the Device and the Web Services, and you assume all risks associated with your use. Furthermore, you are responsible for following all federal, state, provincial and local laws and regulations. If you do not agree to the following No Warranty and Indemnity provisions, your sole remedy is to discontinue use of Teralytic Web Services.

10. No Warranty

ALL WEB SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Teralytic does not warrant and expressly disclaims that use of Teralytic, the Device, or Web Services will increase efficiency or yield, or decrease costs and inputs, of your farming operation. You should not rely on the Web Services as the sole basis for making production decisions.

The Web Services may include technical or other mistakes or inaccuracies. Teralytic shall have no liability for any such mistakes or inaccuracies. If you believe the information contained in the Web Services is inaccurate, please notify Teralytic at your earliest convenience.

11. Indemnity

You agree to indemnify, defend, and hold harmless Teralytic, including its employees, agents, officers, developers, and licensors, from any damages, costs, claims, injuries, and liabilities (including attorneys' fees) arising from your individual use and your organization's use of Teralytic, the Device or the Web Services. You also agree that this provision shall apply if another person causes damages, costs, claims, injuries, or liability using your Teralytic account, with or without your knowledge. In no event shall Teralytic be liable for any consequential, incidental, special, indirect or punitive damages arising from your use of Teralytic, the Device, or the Web Services (including without limitation, damages for loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit or computer failure), unless such damages arise from the gross negligence or willful conduct of Teralytic.

The total liability of Teralytic for any and all claims arising out of your use of Teralytic, the Device, or the Web Services will not exceed the amounts actually paid by you to Teralytic.

12. Interruption of Service

In the event of a system failure or interruption, including, but not limited to, an act of God, hardware/software failure or a system overload, your Data may be lost or destroyed. You assume the risk of loss of the Web Services and your Data during any system failure or interruption.

13. Modifications

Teralytic may revise these Terms from time to time. Teralytic will notify you, when you log into the Web Services, or by another means when these Terms are revised. By continuing to use the Services after revisions become effective, you agree to be bound by any revised Terms.

14. BINDING ARBITRATION CLAUSE

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York, New York before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

15. Other Legal Terms

The Terms are governed by New York law. Any suit naming Teralytic (including any affiliated company or brand, owners, employees, attorneys, or agents) as a party involving these Terms must be filed in state courts or federal district court located in New York, and you consent to venue and jurisdiction there. These Terms create no third-party beneficiary rights. Teralytic's failure to enforce any provision in these Terms is not a waiver of the right to do so at a later date. If any provision is found unenforceable, the remaining provisions of the Agreement will remain in full effect. You may not assign your Teralytic account or any of your rights in these Terms. Teralytic may assign its rights without your consent. These Terms do not create an employee, partnership or agency relationship between you and Teralytic.

16. Inquiries

If you need to contact Teralytic for any purpose regarding these Terms, the Privacy Policy, or the Teralytic Data Use Agreement, please email info@teralytic.com.