

Terms of Use

for the Use of “365FarmNet”

365FarmNet GmbH,
Hausvogteiplatz 10, D-10117 Berlin (Germany)

– hereinafter referred to as “Provider” –

Table of Contents

A. Basic Information	4
1. Introduction	4
2. Use of the Platform and Booking Components.....	4
B. Use of the Platform and Components	4
3. Operation of the Platform.....	4
4. Access to the Platform and Components.....	4
5. Extent of Use and Granting of Rights	5
6. Duties of the Provider.....	5
7. Change of the Scope of Service by the Provider	5
8. Test Access.....	6
9. Storage and Disclosure of Data	6
10. Cooperation of the User	6
11. Further Obligations of the User	7
C. Usage Fees	7
12. Payment Terms.....	7
13. Price Adjustments	7
14. Blocking in Case of Arrears	7
D. Performance Assurance	8
15. Support.....	8
16. Warranty.....	8
17. Removal of Defects and Warranty Claims	8
18. Infringement of Third Party Rights	9
19. Liability	9
E. Service Level.....	9
20. Availability of the Platform.....	9
21. Force Majeure	10
22. Archiving and Recovery	10
23. Reaction Times	10
24. Malfunction Classes	11
25. Reaction Times for each Malfunction Class.....	11
26. Payment Reduction in Case of Insufficient Availability	11
27. Payment Reduction in Case of Non-Compliance with Promised Reaction Time	11
28. Accumulation and Continuing Claims	11
F. Performance of the Contract	12
29. Duration and Termination.....	12

30.	Extraordinary Termination.....	12
31.	Consequences of Termination	12
32.	Confidentiality.....	13
33.	Data Protection	13
34.	Assignment and Set-off.....	13
35.	Subcontractors	13
G.	Final Provisions	14
36.	Settlement of Disputes, Choice of Law and Place of Jurisdiction.....	14
37.	Severability Clause	14
38.	Conclusion of the Contract, Changes and Amendments.....	14
Annex:	Data Protection Agreement.....	15
1.	Subject and Duration of the Contract (Section 11, Paragraph 2, No. 1 BDSG)	15
2.	Subject of Data Processing (Section 11, Paragraph 2, No. 2 BDSG)	15
3.	Technical and Organisational Measures (Section 11, Paragraph 2, No. 3 BDSG)	15
4.	Correction, Blockage and Deletion of Data (Section 11, Paragraph 2, No. 4 BDSG)	16
5.	Responsibility of the Contractor and Controls (Section 11, Paragraph 2, No. 5 BDSG)	16
6.	Subcontractors (Section 11, Paragraph 2, No. 6 BDSG).....	16
7.	Authority of Supervision of the Client (Section 11, Paragraph 2, No. 7 BDSG)	16
8.	Information Requirements (Section 11, Paragraph 2, No. 8 BDSG)	16
9.	Instructions of the Client (Section 11, Paragraph 2, No. 9 of the BDSG)	17
10.	Deletion and Return of Data (Section 11, Paragraph 2, No. 10 BDSG)	17
11.	Data Protection Officer.....	17
12.	Data Secrecy.....	17
13.	Severability Clause	18

A. Basic Information

1. Introduction

- 1.1 365FarmNet is a service provided by the Provider and offered to farmers which comprises the use of software-based products (components) using a consistent technical infrastructure (platform). The service supports farmers in various aspects of the management of their business in a professional and competent manner 365 days a year. With this objective in mind, the 365FarmNet Group GmbH & Co. KG developed 365FarmNet in cooperation with a variety of industry partners who are qualified experts in their respective fields.
- 1.2 The modular structure of 365FarmNet enables the User to create suitable individual solutions for their needs quickly and easily. The application remains slim despite extensive options, and the User only pays for components that are really needed.
- 1.3 The platform and the individual components are provided on the basis of these Terms of Use, and the respective contractual partner is referred to as User hereinafter. The contracts for the individual components are concluded online by booking the respective components on the platform.

2. Use of the Platform and Booking Components

- 2.1 For the use of the platform registration is necessary. By registering, the User accepts the effectiveness of these Terms of Use. However, registration does not automatically result in a contract for the use of fee-based services offered through the platform.
- 2.2 After completion of registration the User has access to the basic functions of the platform free of charge. One part of the platform is a shop, from which the User can select the component relevant to him/her.
- 2.3 The platform and its individual components are exclusively provided to farmers performing their business activities. When registering, the User confirms that he/she will exclusively use the platform and components in his/her business capacity.
- 2.4 These Terms of Use apply to the basic functions and all components of the platform. For individual components additional terms may apply, which shall then take precedence over these Terms of Use. This will be pointed out to the User before or at the time of booking the corresponding components.

B. Use of the Platform and Components

3. Operation of the Platform

- 3.1 The 365FarmNet Group GmbH & Co. KG is the sole operator of the platform and has appointed the Provider to market the platform and to conclude license agreements for the individual components. The Provider reserves all and any intellectual property rights existing in this respect.
- 3.2 Except as otherwise specifically provided in these Terms of Use, all rights remain exclusively with the respective right holder.

4. Access to the Platform and Components

- 4.1 The Provider shall provide the User with the information required for access to the platform and components, in particular the access data consisting of user name and password, at the latest upon completion of registration.
- 4.2 The Provider recommends that the User treats the access data as confidential in the User's own interest and refrain from making it accessible to third parties.
- 4.3 For access to the platform and components the User needs an appropriate computer system with a web browser and an Internet connection with sufficient bandwidth. The exact system requirements can be obtained from the Provider or accessed on the Provider's web page.

5. Extent of Use and Granting of Rights

- 5.1 After registration the User can select and order additional components. The added components can be cancelled (terminated) at any time subject to the period of notice set out in these Terms of Use or the relevant module data sheet (if applicable). The platform provides an overview of all components available to the User.
- 5.2 Additional components can be added or cancelled directly in the shop on the platform. The Provider provides a description of the component (data sheet), and the User can decide on this basis. The data sheet also lists the usage fees incurred for the use of the component. Furthermore, the data sheet refers to additional terms of use, if applicable.
- 5.3 The scope of the platform and the usage fees to be paid by the User depend on the components the User has booked and uses.
- 5.4 In accordance with these Terms of Use the Provider grants the User the right to use the platform and components booked, however for a limited period only. The User is aware that he/she may use the platform and components only during the period of the contractual relationship with the Provider. After that the User has no right to continue using the platform and components.
- 5.5 The Provider grants the User a non-exclusive right to use the booked platform and components for the term of the contractual relationship, within the territories and subject to any other limitations communicated by the Provider to the User at or before the time when the contractual relationship was entered into.

6. Duties of the Provider

- 6.1 The Provider grants the User the rights of use for the platform and the booked components described above. The Provider ensures that it owns the rights of use to the extent necessary and is entitled to transfer them to the User.
- 6.2 Furthermore, the Provider undertakes to ensure the availability of the platform and the booked components in accordance with the provisions of these Terms of Use. It is the aim of the Provider to ensure the use of the platform and the components without interruption to the greatest extent possible. Details of the availability are contained in the "Service Level" chapter. A temporary limitation of usability may particularly occur during maintenance work. The Provider shall use reasonable efforts to perform planned maintenance work during periods of low-use and shall inform the User of relevant limitations of usability.
- 6.3 In case of problems or malfunctions of the platform or individual components the User can contact the Provider who shall support the User accordingly (first level support).
- 6.4 All data entered by the User when using the platform and components is centrally stored. The Provider shall comply with the applicable data protection legislation and ensure an adequate level of data security in this respect. Further details are contained in the Data Protection Agreement, which shall apply in addition to these Terms of Use.

7. Change of the Scope of Service by the Provider

- 7.1 The Provider shall use reasonable efforts to keep the supply of components that can be used on the platform at least constant and to expand it further if possible.
- 7.2 If a component is not available any more in the future, the Provider shall notify the User thereof with a notice period of twelve (12) months, and the Provider shall also terminate the contractual relationship related to this component, if applicable.
- 7.3 The Provider is entitled to declare the termination of individual components with a shorter period of notice if there is an important reason, e.g. if the component endangers the stability of the whole platform. In such a case the Provider shall inform the User as early as possible, explain the reason and present an alternative.

- 7.4 The platform and the individual components shall be continuously developed further as far as possible. Due to the development of the platform and existing components both the scope and the operation of platform and components may change. The Provider is entitled to make the corresponding changes as long as the functions listed in the data sheet are not adversely affected by such changes. The Provider shall indicate any planned changes to the User as early as possible.

8. Test Access

- 8.1 The Provider shall allow temporary test access to the individual components. When using the test access, no usage fees for the relevant components will be incurred during the test period.
- 8.2 During test access, the scope is usually not limited in comparison with regular access. If any limitations exist, the Provider shall point them out in advance. The test access is granted to the User for the purpose of testing the respective component. Any productive use of the test access by the User is not intended.
- 8.3 The test access ends automatically at the end of the test period without the need of a separate notice of termination. If the User wants to use the respective component after the end of the test period, regular access must be booked separately. The Provider shall point this out in good time before the end of the test period.

9. Storage and Disclosure of Data

- 9.1 The Provider centrally stores all information about the individual components provided by the User and ensures appropriate backup of the information.
- 9.2 The Provider shall in no event disclose the data provided by the User to third parties without the User's consent and shall protect such data against any unauthorised access by third parties.
- 9.3 The User agrees that the Provider may disclose information about the use of the individual components to the manufacturer of the respective components (Partner). The information disclosed in this context is about the intensity of use but does not include data that the User enters by using the component (content data). The information is disclosed for checking the payment of accounts with manufacturers and to analyse the use of the components but not for advertising purposes.
- 9.4 Subject to such Users having provided prior consent, which can be revoked in writing, the Provider will regularly send the Partner a list of users who booked a component of the Partner. However, the Provider shall only disclose to the Partner information which the Provider requires for the handling of contracts and the calculation of usage fees (fee data). Such disclosure does not include content data (as defined above).
- 9.5 Notwithstanding the above, individual components can be designed in such a way that the data is processed on the systems of the manufacturer of the respective component. In this case the User shall be informed of this in the applicable component data sheet on which data is disclosed to the manufacturer of the component and how such data is used. There is no obligation to inform the User if only data not containing any personal reference is disclosed to the manufacturer of the respective component.

10. Cooperation of the User

- 10.1 The User shall check notifications and recommendations arising from the individual components for their accuracy, completeness and usefulness. Under no circumstances may the User rely on such notifications or recommendations without checking them.
- 10.2 If there are any problems, errors or discrepancies in the use of the platform or individual components, the User shall immediately inform the Provider thereof. Upon request of the Provider the User shall provide additional details with regard to the User's message and shall assist the Provider in the analysis of the problem.

11. Further Obligations of the User

- 11.1 During the term of the contractual relationship the User shall comply with all provisions of these Terms of Use, and additional terms in module data sheets, as well as all other provisions of the Provider as may be communicated by the Provider to the User from time to time.
- 11.2 The User shall refrain from any measures or actions endangering the stability and security of the platform or components. In this regard, the User shall particularly refrain from using the components other than for the intended purposes.
- 11.3 To ensure usability, the Provider charges usage fees to the User – subject to free test access and other free possibilities of use – in accordance with the following provisions, and the User shall pay these fees in accordance with the contractual terms.

C. Usage Fees**12. Payment Terms**

- 12.1 The usage fees for the individual fee-based components are due for the first time when the respective component is activated.
- 12.2 The Provider charges the usage fees on a contract month basis; in this context it is sufficient for the Provider to send the invoice by email or make it available on the platform.
- 12.3 Payment is due within ten days after the end of the respective invoicing period corresponding to the contract month. As far as collection of the usage fees from the User's account has been agreed, the Provider collects the fees after appropriate notice.

13. Price Adjustments

- 13.1 Calculation of the usage fees is based on the price specified by the Provider at the time at which the component is booked. As long as the User has booked a component the usage fees remain unchanged for him unless the Provider adjusts the fees.
- 13.2 The Provider is entitled to increase the usage fees for individual or all components at any time subject to a notice period of three (3) months. A notification by email or on the platform is sufficient for the announcement of a price increase by the Provider.
- 13.3 The User has the option to cancel the components affected by a price increase, if the User does not accept the price increase. As far as a minimum term exists for a component, the Provider shall grant the User a special right of termination in this respect. The special right of termination may be exercised within one (1) month of the notification of the price increase by written notice to the Provider; in this context the notice period counts from the date of receipt by the Provider. When announcing the price increase, the Provider shall refer to the special right of termination and the period applicable to it. In case the special right of termination is exercised, the contractual relationship between the User and the Provider with respect to the components concerned ends at the time the price increase would otherwise take effect, regardless of a possible minimum term.

14. Blocking in Case of Arrears

- 14.1 The Provider is entitled to block the User's access to the platform and components in case of payment arrears on the part of the User. Blocking can have the effect that access to the whole platform or to individual components is no longer possible or that certain functions cannot be used any more with the existing access. Blocking does not affect the obligation to pay the usage fees.
- 14.2 Access to the platform and/or components can be blocked as soon as the arrears amount to more than EUR 500.00 or if an amount is reached which corresponds to two months' worth of the usage fees for the booked components.
- 14.3 The Provider shall give notice of the blocking in advance and refer the resulting consequences.

- 14.4 The Provider can make the reactivation of the access dependent on the settlement of all outstanding claims as well as the payment of an adequate fee for the reactivation.

D. Performance Assurance

15. Support

- 15.1 If the User has any questions about the platform or individual components, the User can use the online help which contains comprehensive information.
- 15.2 The Provider additionally provides a telephone hotline which is accessible through a toll-free number. The Provider provides information on the availability of the hotline on its website. The availability of the telephone hotline may vary depending on the component booked. If this is the case, the data sheets for the individual components contain the relevant information.
- 15.3 Before the User contacts the hotline, the User shall ensure that the information provided by the online help is not sufficient.
- 15.4 If the hotline cannot solve the User's problem, the Provider may consult with the manufacturer of the respective component to receive support in problem solving.

16. Warranty

- 16.1 The Provider warrants that the platform and the booked components essentially have the main functions communicated to the User, comply with the generally accepted rules of technology and are free from faults that negate or reduce the value or suitability for normal use or the use implied by the contract (defects). The warranty does not cover any damages and/or malfunctions caused by the fact that the User violates any provisions of these Terms of Use.
- 16.2 The Provider does not warrant that the platform and components correspond to the needs of the User. The User must satisfy himself in advance of this fact. The User is aware that the provision of a completely error-free system is not possible due to the complexity of such systems, and that a completely uninterrupted provision of the platform and components cannot be assured. Accordingly, the Provider does not provide any warranties that the platform or components will be uninterrupted or error-free.
- 16.3 As far as the Provider provides weather information, in particular weather data and weather forecasts, the Provider does not assume any liability for the accuracy of such data. It is pointed out to the User that weather forecasts may not be accurate or reliable.
- 16.4 The Provider warrants that the booked components are free of third party rights that limit or preclude the use of such components in accordance with the contractually agreed scope. If the contractually agreed use is affected by third party rights, the Provider shall be entitled to an extent that can be deemed reasonable for the User either to modify the components in such a way that they fall out of the scope of protection, or to obtain the authorization for unlimited use of the components in accordance with the contract without additional costs for the User. The provisions on the infringement of third party rights shall also apply with regard to the platform itself.

17. Removal of Defects and Warranty Claims

- 17.1 The Provider shall remedy defects of individual components after the User has appropriately informed the Provider of the defect, taking into account the reaction times promised in these Terms of Use. The same applies to other malfunctions which may affect the use of the platform or individual components. Claims based on defects are subject to the warranty concept applicable for lease contracts.
- 17.2 Claims due to lacking or limited availability are finally regulated in the "Service Level" chapter. All other claims are excluded.
- 17.3 The User's right of termination due to the failure to grant use in accordance with Section 543, Paragraph 2, Page 1, No. 1 of the German Civil Code (BGB) is excluded unless the creation of the contractual usage is deemed to have failed.

18. Infringement of Third Party Rights

- 18.1 The User shall inform the Provider immediately if any claims for infringement of property rights in connection with the use of the platform and/or individual components are asserted. In this case the Provider shall defend the User with respect to the alleged infringement at his own expense. Nevertheless, if any costs incurred by the User in the User's own legal defence, such costs shall be reimbursed as far as they were reasonable and necessary.
- 18.2 The User shall provide the Provider with all necessary support as may be requested by the Provider to enable the Provider to comply with its foregoing obligation to defend the User in respect of infringement claims.
- 18.3 If it turns out that the User's conduct, including without limitation the User's non-compliance with the requirements and restrictions of these Terms of Use, was one of the reasons for the alleged infringement of third party property rights, the User shall compensate the Provider for all damages and legal defence costs resulting from this.

19. Liability

- 19.1 The Provider is liable to the User in accordance with the general legal regulations unless otherwise provided for in the following provisions.
- 19.2 The Provider shall have unlimited liability in the event of intent and gross negligence; in all other respects, liability shall be limited and/or excluded in accordance with the following provisions.
- 19.3 Taking into account the risks arising from the contractual relationship and the fees to be paid by the User, the Parties agree to a limitation of liability to the amount of the monthly usage fee per claim, however, not more than three times the usage fee during the entire contract duration.
- 19.4 The liability of the User is limited to reasonably foreseeable losses or expenses typical of this type of contract.
- 19.5 The Service Provider shall only be liable for slight negligence if an obligation which is of particular importance for realizing the objective of the contract is infringed upon (i.e. a material duty). In such a case, the above limitations of liability shall apply; in all other cases liability for slight negligence shall be excluded.
- 19.6 Liability for indirect and/or consequential damage or loss, in particular for damage or loss from a business interruption and/or for loss of profits, shall be excluded.
- 19.7 As far as services under a lease agreement are provided, strict liability on the part of the Provider for defects that already existed at the beginning of the contractual relationship is excluded; Section 536a, Paragraph 1 BGB shall not apply.
- 19.8 If the User uses function of the platform free of charge, a free-of-charge test access of a fee-based component or fee-based components on a different basis without paying usage fees, liability of the Provider for any form of negligence including gross negligence is excluded altogether. The unlimited liability of the Provider shall remain in effect in cases of intent.
- 19.9 The aforementioned limitations of liability shall not apply in case of injury to life, body or health as well as claims under the German Product Liability Act. Liability from warranties given by the Provider shall remain unaffected.

E. Service Level**20. Availability of the Platform**

- 20.1 The platform and the booked components are available to the User 24 hours a day, with the exception of the maintenance windows (operating time). This ensures a 24/7 operation.
- 20.2 The operating time is subdivided into a supervised operating time (Monday to Friday 8am to 5pm excluding national public holidays in Germany) and an unsupervised operating time.

- 20.3 The Provider ensures an availability of the systems of at least 99.0% of the time during the supervised operating time. The maximum recovery time, if applicable by restoring a backup, shall be six hours within the supervised operating time.
- 20.4 Availability is determined on an annual basis. When determining the availability, short-term failures of availability shall be taken into account on a minute by minute basis, as well as failures due to a server reboot. Notwithstanding the above, malfunctions and interruptions due to force majeure and/or outside the Provider's control shall not be taken into account in determining the availability.
- 20.5 For the unsupervised operating time the Provider ensures a system availability of at least 97.5% of the time during the unsupervised operating time, but no maximum recovery time. Nevertheless, the Provider shall use reasonable efforts to ensure optimum availability and fast response times outside the supervised operating time.
- 20.6 The Provider shall use maintenance windows outside the supervised operating time, if possible, and inform the User of planned maintenance windows in good time. Within the supervised operating time, maintenance windows shall only be used in the event of an important reason, taking into account the interests of the User. Not more than four maintenance windows with a maximum of 48 hours in total may be used per month.

21. Force Majeure

- 21.1 In cases of force majeure the Provider is released from its obligation to maintain the usability of the platform and to comply with the agreed availability.
- 21.2 Force majeure shall mean any unforeseeable events which are not attributable to the Provider, which cannot be avoided despite due diligence and the consequences of which could not be averted. Events of force majeure include, without limitation, to natural disasters and strikes.
- 21.3 Periods during which the Provider cannot fulfil its contractual obligations due to force majeure are not included in the calculation of the availability and recovery time. In the event of the impossibility to provide the service for more than a month, the contractual relationship as a whole shall be suspended. Both Parties shall have a special right of termination with a notice period of two weeks. The special right of termination cannot be exercised any longer when the impossibility to perform ends.

22. Archiving and Recovery

- 22.1 Data backup at appropriate intervals is performed as part of hosting. Data backup includes at least one complete backup per week.
- 22.2 In the event of damage or complete deletion of data the User's data will be recovered on the basis of the archived data. If and insofar as the recovery was not caused by wilful or grossly negligent breach of duty by the User, recovery in case of data loss is covered by payment of the usage fees; otherwise recovery may be invoiced to the User on a separate basis.

23. Reaction Times

- 23.1 The Provider ensures that it will react to a malfunction during the supervised operating time within the times specified in these Terms of Use. The times and deadlines specified in these Terms of Use shall not continue outside the supervised operating hours. Depending on the severity of a malfunction, different reaction times apply.
- 23.2 The User is aware that the Provider can promise a reaction time, but not a specific deadline for the elimination of the malfunction. It is not possible to promise a repair time as a malfunction may have many different causes and the complexity of troubleshooting can therefore not always be assessed.

24. Malfunction Classes

- 24.1 A critical malfunction is assigned to malfunction class 1. Such a malfunction is deemed to exist when the use of the platform as a whole is excluded.
- 24.2 A major malfunction is assigned to malfunction class 2. Such a malfunction is deemed to exist when the use of the platform as a whole is not excluded but a significant impairment of the use of the platform exists. For example, the failure of significant components which are thus no longer usable as a whole can be classified as a major malfunction.
- 24.3 Insignificant malfunctions are assigned to malfunction class 3. Such a malfunction is deemed to exist if the use of the platform is only slightly affected. An insignificant malfunction is deemed to exist, for example, if certain functions which the User does not necessarily depend on fail in an individual component.
- 24.4 The division into the various malfunction classes is performed by the Provider, taking into account the information provided by the User.

25. Reaction Times for each Malfunction Class

- 25.1 In case of a critical malfunction (malfunction class 1) the Provider reacts within two (2) hours of receiving malfunction information and then immediately starts to eliminate the malfunction.
- 25.2 In case of a major malfunction (malfunction class 2) the Provider reacts within four (4) hours of receiving malfunction information and then promptly starts to eliminate the malfunction.
- 25.3 In case of an insignificant malfunction (malfunction class 3) the Provider reacts promptly, normally within twelve (12) hours.

26. Payment Reduction in Case of Insufficient Availability

- 26.1 In case of non-compliance with the promised availability or recovery time for which the Provider is responsible, the User is entitled to reduce the accruing usage fees. The reduction exclusively refers to the months in which the promised service levels have not been adhered to.
- 26.2 If the defined availability declines by one percentage point, the usage fees to be paid are reduced by one (1) percent respectively, to a maximum of 60%. If the maximum recovery time is exceeded, the usage fees to be paid are reduced by two (2) percent per hour respectively, by 20% at most.

27. Payment Reduction in Case of Non-Compliance with Promised Reaction Time

- 27.1 Repeated failure to comply with promised reaction time also leads to a reduction of usage fees for the relevant month, however only if the promised times are exceeded repeatedly.
- 27.2 A reduction is excluded if the reaction times were met in at least 75% of all malfunction notifications. This way it can be avoided that a single time-out is sanctioned immediately.
- 27.3 For each malfunction reported where the time limit is exceeded the usage fees are reduced by one (1) percent. The maximum reduction for exceeding of the promised time is 10%.

28. Accumulation and Continuing Claims

- 28.1 Notwithstanding any other provision of these Terms of Use, under no circumstances shall the User be entitled to reduce the usage fees payable with respect to any month by an amount exceeding 50% of such usage fees.
- 28.2 Further claims of the User in case of non-compliance with the promised availability or recovery time as well as in case of non-compliance with the promised reaction times shall not exist; however, the right to terminate the contract without notice remains unaffected.

- 28.3 In case of poor performance (breach of duty) in the context of support the User is exclusively entitled to claims for damages taking into account the limitations of liability in accordance with these Terms of Use.

F. Performance of the Contract

29. Duration and Termination

- 29.1 The contractual relationship commences upon completion of registration and is entered into for an indefinite period of time. Regarding the termination of the contractual relationship, the following provisions apply.
- 29.2 Individual additional components can be deselected by the User subject to a period of notice of one (1) month effective at the end of the contract month. If, with respect to an additional component, a minimum term is defined, the deselection will become effective upon the expiration of the minimum term. The deselection can be made in the shop, free of special requirements.
- 29.3 The contractual relationship can be terminated entirely by the User subject to a one (1) month notice period effective at the end of the contract month (Complete Termination). If, with respect to any additional component, a longer minimum term should apply, the Complete Termination will become effective upon expiration of the longest minimum term. The Complete Termination notice cannot be given using the shop, but rather must be declared by the User to the Provider in writing. The Provider makes a termination form available on the platform for this purpose which can be used by the User.
- 29.4 The Provider is entitled to terminate the contractual relationship in whole or for individual components subject to a notice period of twelve months effective at the end of the contract month.
- 29.5 The right of extraordinary termination remains unaffected.

30. Extraordinary Termination

- 30.1 The Parties are entitled to terminate the contractual relationship by extraordinary termination without observing a period of notice, however only for an important reason.
- 30.2 An important reason which entitles a party to extraordinary termination exists if a party repeatedly violates its contractual obligations arising from the contractual relationship, and the continuation of the contractual relationship until expiry of the ordinary period of notice is unreasonable for the other party.
- 30.3 In compliance with the above definition an important reason which entitles the Provider to extraordinary termination exists in particular in case of repeated or serious violation of these Terms of Use.
- 30.4 The User is entitled to extraordinary termination if the continuation of the contractual relationship is unreasonable for the User due to a lack of availability of the platform or components.
- 30.5 Notice of extraordinary termination must be given in writing.

31. Consequences of Termination

- 31.1 The User's right to use the platform and components expires at the end of the contractual relationship. If the User cancels only an individual component, the right of use expires only for such component.
- 31.2 The Provider is entitled to block access to the platform and components in whole at the end of the contractual relationship. Upon cancellation of a component the Provider is entitled to block access to this component.

31.3 The data previously entered by the User during the contractual relationship will initially continue to be stored even after the end of the contractual relationship, provided that the User does not object to further data storage. If objection is expressed, the Provider shall delete the stored data immediately; otherwise the data shall be deleted a year after termination of the contractual relationship. If the User enters into a new contractual relationship before the data is deleted, the data which is still stored at that time can continue to be used.

31.4 The User can retrieve, display and, if applicable, archive the data stored for the particular component. The Provider is not obliged to provide the User with the User's stored data consistently in a particular format at the end of the contractual relationship.

32. Confidentiality

32.1 The Parties undertake to keep confidential all business and trade secrets they receive from the other Party or which become known to them or are designated as confidential information. The information and documents must not be made available to third parties.

32.2 The confidentiality obligation does not cover information and documents which were in the public domain and generally accessible at the time of disclosure, or which were already known to the receiving party at the time of disclosure, or which were legitimately made accessible to the receiving party by third parties. Furthermore, the disclosure of information and documents to consultants of the Parties who are obliged to maintain confidentiality (persons bound to professional secrecy) in accordance with Section 203 of the German Penal Code (StGB) is exempted.

33. Data Protection

33.1 The Provider will operate for the User as a commissioned data processor within the meaning of Section 11 of the German Federal Data Protection Act (BDSG). Therefore, the User is the "responsible body" or "owner of the data" within the meaning of the Data Protection Act. The Provider collects, processes and uses personal data exclusively under the agreements made in these Terms of Use as well as according to the written instructions of the User.

33.2 To comply with the data protection requirements in connection with commissioned data processing, the Provider and the User conclude a separate Data Protection Agreement as a supplement to these Terms of Use, which is an Annex to these Terms of Use.

34. Assignment and Set-off

34.1 The User is not entitled to assign any claim arising from the contractual relationship or in connection with the contractual relationship to third parties without the prior written consent of the Provider.

34.2 The User may exclusively set off undisputed or legally established claims against the Provider.

35. Subcontractors

35.1 The Provider is entitled to appoint third parties to provide services the Provider is obliged to perform under these Terms of Use. More specifically, the Provider is entitled to assign all of the services to be provided to the User to a third party.

35.2 Regardless of the subcontracting of services to third parties, the Provider continues to be responsible to the User for compliance with the contractual provisions. However, the Provider is entitled to transfer the contractual relationship including all its rights and obligations to another company as part of a change in the sales organisation, provided that the following conditions are met. The User hereby declares his/her consent to any such transfer of contract which consent is freely revocable at any time. The Provider shall inform the User of any intended transfer of contract in text form subject to a notice period of three (3) months, and shall expressly point out to the User the possibility of revoking such prior consent in this context. Furthermore, the Provider shall ensure that the future contractual partner of the User is entitled and in a position to comply with the obligations arising from this contract on the basis of corresponding contractual agreements with the Provider.

G. Final Provisions

36. Settlement of Disputes, Choice of Law and Place of Jurisdiction

- 36.1 If any disputes occur between the Parties in connection with the usage relationship, the Parties shall use reasonable efforts to achieve an out-of-court settlement.
- 36.2 The contractual relationship and further agreements in connection with the use of the platform and individual components are subject to the laws of the Federal Republic of Germany excluding the UN-Convention on the International Sale of Goods (CISG).
- 36.3 The exclusive place of jurisdiction and place of performance is Berlin.
- 36.4 The Provider provides the User with these Terms of Use in various languages. In case of disputes and difficulties of interpretation only the German version is authoritative; all other language versions are read-only versions intended for the partner's information only.

37. Severability Clause

- 37.1 If individual provisions of these Terms of Use are or become invalid or unenforceable, this shall not affect the effectiveness of the remaining provisions. The void or unenforceable provision shall be replaced by a provision coming as close as possible to the purpose of the invalid or unenforceable provision.
- 37.2 The same applies in the event that the Parties subsequently find that the provisions of the Terms of Use contain a gap.

38. Conclusion of the Contract, Changes and Amendments

- 38.1 The contractual relationship shall begin, unless otherwise provided, with the confirmation of the contract documents by the User on the Internet. In the course of registration, the Provider shall inform the User of the date from which the platform can be used.
- 38.2 Any changes or amendments of the Terms of Use require an agreement between the Parties which must be made in text form in order to be effective on principle. The text form requirement also applies to the waiver of this text form requirement itself. Unless otherwise provided by law, emails are deemed to meet the text form requirement but not the written form requirement. The possibility of individual agreements deviating from these Terms of Use shall not be restricted thereby in any way.
- 38.3 The Provider is entitled to unilaterally change and/or amend these Terms of Use with effect for the future as far as this is necessary to protect the legitimate interests of the Provider, in particular if new features are added to the platform or individual components. If this is the case, the User will be informed of the amendments or supplements with a notice period of at least three (3) months. If the User does not oppose the new Terms of Use within two weeks after notification (opposition period), the revised Terms of Use shall be considered to have been accepted by the User. The Provider shall point out the right of objection and the significance of the objection period to the User in the Provider's notification. In case of an objection the User can continue the use in accordance with the previous version of the Terms of Use; however, the Provider is entitled to terminate the contractual relationship for an important reason.

Annex: Data Protection Agreement

Agreement on Data Protection and Data Security in Contractual Relationships in Accordance with Section 11 of the German Federal Data Protection Act (BDSG)

Note: According to German data protection legislation a written agreement is required for commissioned data processing. For this reason 365FarmNet enables the exchange of signed copies. Further information is available on the platform.

1. Subject and Duration of the Contract (Section 11, Paragraph 2, No. 1 BDSG)

- 1.1 The Client (User) and the Contractor (Provider) have a contractual relationship for the use of the "365FarmNet" platform (User Contract) which is the basis for services the Contractor provides to the Client. More specifically, the Contractor grants the Client a license to use 365FarmNet. In the context of the use of 365FarmNet the Contractor gains knowledge of personal data originating from the Client and processed solely for the Client. The details also with respect to the scope of use of 365FarmNet and the stock of personal data are set out in the User Contract, in particular the data sheets.
- 1.2 The Parties agree that the Client shall exclusively process data in accordance with the Client's instructions, and that a case of commissioned data processing is concerned and therefore the statutory requirements of Section 11 of the German Federal Data Protection Act (BDSG) on data processing must be complied with.
- 1.3 The duration of this agreement corresponds to the duration of the User Contract; and this agreement shall be valid for the entire duration of the User Contract.

2. Subject of Data Processing (Section 11, Paragraph 2, No. 2 BDSG)

- 2.1 The Client is provided with data to perform the services, so that the Contractor can use the data for the Client. The Contractor collects and stores further data as part of his services. The data obtained this way is subsequently transferred to the Client.
- 2.2 In the context of the performance of the services the Contractor may come in contact with the following types of data, depending on the scope of use of 365FarmNet:
 - a) Information on the company of the Client including the Client's employees, including the activities of the individual employees
 - b) Information on contractual partners of the Client, in particular on the development of business cooperation
- 2.3 The types of data mentioned above relate to the persons described in more detail below:
 - a) Client and employees of the Client
 - b) Contractual partners of the Client, in particular suppliers and clients

3. Technical and Organisational Measures (Section 11, Paragraph 2, No. 3 BDSG)

- 3.1 The Contractor has taken adequate technical and organisational measures to ensure data protection and data security. These measures are documented separately; the documentation with the title "Overview TOM" is an essential part of this agreement.

3.2 The Contractor undertakes to implement and maintain the measures listed in the documentation. In case the measures are changed, the Contractor shall adjust the documentation and inform the Client about it. These changes must not lead to a reduction of the protection level.

4. Correction, Blockage and Deletion of Data (Section 11, Paragraph 2, No. 4 BDSG)

4.1 The Contractor shall process personal data exclusively within the scope of the agreements made and according to the instructions of the Client.

4.2 The Contractor shall correct, delete or block personal data if so requested by the Client under this Agreement or in directions given.

5. Responsibility of the Contractor and Controls (Section 11, Paragraph 2, No. 5 BDSG)

5.1 The Contractor shall not use the data provided for data processing for any other purposes than for the performance of his services, in particular not for his own purposes.

5.2 The Contractor ensures contractually agreed handling of the agreed measures in the field of commissioned data processing of personal data.

5.3 The Contractor is aware that regardless of its compliance with the provisions of this Agreement the Contractor shall fully comply with the statutory requirements on data protection and shall supervise compliance by the Contractor's employees and vicarious agents on a regular basis.

6. Subcontractors (Section 11, Paragraph 2, No. 6 BDSG)

6.1 A transfer of services to a subcontractor is generally permitted in compliance with the provisions of the User Contract. The Contractor explicitly points out to the Client in this context that the operation of the platform is performed by 365FarmNet Group GmbH & Co. KG, Hausvogteiplatz 10, D-10117 Berlin, which is acting as a subcontractor for the Contractor in this respect.

6.2 The Contractor shall be liable for subcontractors as well as for his own vicarious agents.

6.3 The Contractor shall ensure that all obligations under this Agreement also apply to the subcontractors and their employees.

7. Authority of Supervision of the Client (Section 11, Paragraph 2, No. 7 BDSG)

7.1 The Contractor agrees that the Client is entitled to supervise the compliance with the data protection provisions and this Agreement to the extent required, in particular by collecting information and inspection of the stored data and data processing programs.

7.2 The right of inspection includes the possibility to verify compliance with the contractual obligations and legal requirements on site at the Contractor, if necessary with prior registration and in compliance with existing safety regulations.

8. Information Requirements (Section 11, Paragraph 2, No. 8 BDSG)

8.1 Insofar as the Contractor becomes aware that the safety precautions taken by the Contractor do not meet the requirements of the Client, the Contractor shall inform the Client thereof in case of any violation of the data protection regulations or provisions of this Agreement by the Contractor or the Contractor's employees.

8.2 Furthermore, the Contractor shall inform the Client in case of suspected violation of data protection provisions or irregularities in the processing of personal data.

8.3 In case of control actions and measures of the supervisory authority as well as investigations of the supervisory authority due to possible administrative offences and/or criminal offences the Contractor shall also inform the Client.

8.4 The above provisions shall apply only under the condition that a link exists between the Client and the object of commissioned data processing.

9. Instructions of the Client (Section 11, Paragraph 2, No. 9 of the BDSG)

9.1 The Client is entitled to give instructions to the Contractor in connection with the performance of the services. The Client may request oral instructions to be confirmed in writing.

9.2 The Contractor shall inform the Client if an instruction given by the Client violates statutory provisions according to his opinion. The Contractor is entitled to suspend the implementation of such an instruction until that instruction has been confirmed or modified by Client's responsible representative.

10. Deletion and Return of Data (Section 11, Paragraph 2, No. 10 BDSG)

10.1 On the Client's request, after completion of the Contractor's services, the Contractor shall hand over to the Client all documents received and created and all results derived from processing and/or use which are linked with the contractual relationship. The data media of the Contractor shall be deleted physically afterwards. Any test and scrap material must be destroyed immediately or handed over to the Client.

10.2 Notwithstanding the foregoing principles, the data collected during the provision of services can be stored at the Contractor's for archiving purposes for a maximum period of 24 months, and be deleted completely afterwards with the written consent of the Client. Such consent may be withheld by the Client for an important reason only. Further retention periods remain unaffected.

11. Data Protection Officer

11.1 The Contractor has appointed a data protection officer for its company. The name and contact data of the data protection officer are as follows:

Dr. Sebastian Meyer LL.M.

Rechtsanwalt und Notar

Datenschutzauditor (TÜV)

BRANDI Rechtsanwälte Partnerschaft mbB

Adenauerplatz 1

33602 Bielefeld, Germany

Tel.: +49 (0) 521 - 96535-812

E-Mail: privacy@365farmnet.com

11.2 The Client must be informed of any changes immediately.

12. Data Secrecy

12.1 The Contractor undertakes to maintain data secrecy during the contractual processing of the Client's personal data.

- 12.2 The Contractor confirms that the relevant data protection provisions are known to the Contractor. The Contractor ensures that he/she will inform the employees performing the work of the data protection provisions applicable to them and place them under an obligation to maintain data secrecy.
- 12.3 The Contractor may only provide information to third parties or the persons concerned subject to prior written approval from the Client. The Contractor shall forward all inquiries and complaints of third parties or the persons concerned to the Client and agree the further course of action with the Client.

13. Severability Clause

If individual provisions of this Agreement shall be or become ineffective or unenforceable, this shall not affect the effectiveness of the remaining provisions of the Agreement. The void or unenforceable provision shall be replaced by a provision coming as close as possible to the commercial purpose of the invalid or unenforceable provision. The same shall apply in case of loopholes.