



This AGBRIDGE™ Subscription Contract (this “Contract”) is between you (“Customer”) and Scruggs Equipment Company, Inc. with a location at 2157 Pageland Highway, Lancaster, SC 29720 (“Scruggs”). This contract governs your use of AGBRIDGE™. No third party – including but not limited to AGBRIDGE™ Advisers – has the authority to change or supplement this contract.

This Contract is effective as of the date of activation as described in Section 2.5 (the “Effective Date”). Customer must accept the terms and conditions of this Contract before AGBRIDGE™ Services are made available for the Subscription Period.

If you were assigned this contract from a third party (such as an AGBRIDGE™ Adviser), you understand and agree that no agency relationship between Scruggs Equipment Company, Inc. and that third party is implied or suggested by the fact that such third party assigned this contract to you.

## 1. OVERVIEW

Scruggs has developed and markets AGBRIDGE™ consisting of AGBRIDGE™ services in the form of software, data transport and data storage services plus AGBRIDGE™ system hardware (“AGBRIDGE™”); and distributes AGBRIDGE™ to customers (“Customer or Customers”). Customers can be Agriculture Crop Advisers, Retailers, and other Agriculture supply/support organizations (“Adviser or Advisers”), or Agriculture Growers or Farmers (“Grower or Growers”); and distribution can be direct to Advisers and Growers, or through Advisers to Growers. To collect and transfer data under this Contract, Customer must activate an Adviser or Grower Account (“Account or Accounts”). This Contract sets forth the terms governing Customer’s activation and use of an AGBRIDGE™ Account, including access to and usage of the Web Portal, Mobile App, and Sync Client (defined in Section 2) during the Subscription Period (defined in Section 5.1). The Effective Date of this Contract is defined by the first day of Activation (defined in Section 2.5).

## 2. SERVICE

**2.1. Service.** AGBRIDGE™ Services (Services) is a Scruggs-proprietary data transport service that includes an AGBRIDGE™ Mobile App (“App”), wireless data transfer (“Data Transfer”), cloud-based data storage and retrieval, sync-client software, and web portal data access and account management. The AGBRIDGE™ Mobile App is downloaded by Customer from the current official Android or iOS mobile app stores onto one or more of Customer’s mobile smart device or devices (“Device or Devices”). The web portal (“Portal”) and sync client software (“Sync Client”) allow Customer to use Customer’s computer to view, access and manage data stored on the AGBRIDGE™ Cloud Server(s) (“Server”) that has been obtained from the System Hardware (defined in Section 3.1). AGBRIDGE™ Services enable the collection, management and transfer of data between System Hardware and Servers using Customer’s own data communication services as contracted by Customer at Customer’s sole discretion. At the sole discretion of a Grower, an Adviser Account may be linked to a Grower Account (“Linked Account”) to enable an Adviser to access Grower’s data stored on the Server, and to enable data file transfers from the Adviser to the Grower.

**2.2 Use of Portal.** During the Subscription Period, Customer will have access to and use of the Portal available at [www.agbridgemo.com](http://www.agbridgemo.com), a website managed by Scruggs. Scruggs will assign to Customer a unique User Name, temporary account password, and temporary admin password for Customer’s use of AGBRIDGE™. Customer is responsible for establishing and maintaining Customer’s own secure passwords thereafter via use of the Portal. These secure passwords are required to enable the use of the App and the Sync Client. Customer will control access to and use of the user name and password(s) by Customer’s employees, and Customer will promptly notify Scruggs of any unauthorized use of the user name or password(s). Customer will not (i) permit access to or use of the Portal via the Customer user name and/or password by any third parties, or (ii) assign or transfer access to the Portal or use the Portal except as set forth in Section 7.6 of this Contract. However, Customer assumes full responsibility for the actions of any such third party with respect to AGBRIDGE™. To use the Portal, Customer will contract with an Internet Service Provider (“ISP”) of Customer’s choosing. Scruggs will not have any responsibility for the ISP connection or any Internet communications link between Customer’s computer and the Server. Scruggs will not have any liability for any interruption or break in the Portal services as a result of downtime or failure of any Internet or ISP connection..

**2.3. Use of App.** During the Subscription Period, Customer will have access to and use of the AGBRIDGE™ Mobile App as designated by AGBRIDGE™ for use on Customer’s own mobile smart device(s) that meet the minimum specifications or requirements as published by Scruggs. The App enables data transport between the AGBRIDGE™ Cloud Server and an AGBRIDGE™ Drive. Customer will not (i) permit access to or use of the App via the Customer user name and/or password by any third parties, or (ii) assign or transfer access to the App or use of the App except as set forth in Section 7.6 of this Contract. However, Customer assumes full responsibility for the actions of any such third party with respect to AGBRIDGE™. To use the App, Customer will contract with a Cellular Service Provider (“CSP”) and have a mobile device and data plan that meets the specifications and

requirements published by Scruggs. Customer will be solely responsible for the choice of its CSP, mobile device, and for any CSP fees, maintenance support, and other CSP expenses. Scruggs will not have any responsibility for the mobile data connection or any Internet communications link between Customer's mobile device(s) and the Server. Scruggs will not have any liability for any interruption in AGBRIDGE™ services as a result of downtime or failure by the CSP.

**2.4. Use of Sync Client.** During the Subscription Period, Customer will have access to and use of a third party sync client software subscription as designated by AGBRIDGE™ for use on Customer's own computer(s) that meet the minimum specifications as published by Scruggs. The Sync Client enables replication of all Customer's data to a target folder on Customer's computer(s) and on the computer(s) of any of Customer's Advisers as designated by Customer. Customer will not (i) permit access to or use of the Sync Client via the Customer user name and/or password by any third parties, or (ii) assign or transfer access to or use of the Sync Client except as set forth in Section 7.6 of this Contract. However, Customer assumes full responsibility for the actions of any such third party with respect to AGBRIDGE™. To use the Sync Client, Customer will contract with an Internet Service Provider ("ISP") and have a computer and connection to the Internet that both meet or exceed the specifications or minimum requirements published by Scruggs, if any. Customer will be solely responsible for the choice of its ISP and for any ISP fees, maintenance support, and other ISP expenses. Scruggs will not have any responsibility for the ISP connection or any Internet communications link between Customer's computer and the Server. Scruggs will not have any liability for any interruption or break in AGBRIDGE™ services as a result of downtime or failure of any Internet or ISP connection.

**2.5. Service Activation.** To enable Customer to use AGBRIDGE™ Services an AGBRIDGE™ Account must first be activated ("Activation"). Activation will occur upon acceptance by Scruggs of a Customer's order, either by written or verbal purchase order, or by up-front payment by Customer, as determined by Scruggs. At the time of Activation, Services will commence for the activated Account immediately following acceptance by Customer of the terms and conditions of this Contract and will continue in effect until the end of the Subscription Period. The date of Activation is also the Effective Date of this contract. Upon expiration of the Subscription Period the Services governed by this Contract will cease, unless Customer elects to purchase an additional AGBRIDGE™ Subscription Contract. This Contract does not automatically renew. Terms and conditions published on the [www.agbridgedata.com](http://www.agbridgedata.com) website at the time of purchase, activation, or renewal of Services will apply to each AGBRIDGE™ Subscription Contract.

**2.6. Linked Accounts.** At the sole discretion of a Grower, an Adviser Account may be linked to a Grower Account ("Linked Account") to enable an Adviser to access Grower's data stored on the Server, and to enable data file transfers from the Adviser to the Grower. Grower will have complete control over establishing a Linked Account relationship with an Adviser by way of the Portal. It is understood that a Grower may wish to grant access to Grower's account on the Portal and by way of the App to an Adviser for the purpose of managing Grower's account links and conducting other AGBRIDGE™ activities. If access is granted by Grower to an Adviser, Grower acknowledges that Grower assumes full responsibility for the actions of any such Adviser with respect to AGBRIDGE™. Grower fully understands and agrees that any third party that Grower has granted access to Grower's account, including but not exclusively an Adviser with a Linked Account relationship, at Grower's request or not, may accept the terms and conditions of this Contract while accessing Grower's account through the App using Grower's passwords; and in such instance, this acceptance will be binding on the Grower until the Subscription Period is over, or until the contract is terminated.

**2.7. Abuse or Fraudulent Use of the Services.** Scruggs may restrict or cancel, at its sole discretion, Customer's Services under this Contract if there is a reasonable suspicion of Abuse or Fraudulent Use. Customer will not abuse or make fraudulent use of the Services, and agrees (a) not to engage or participate in, or permit, any Abuse or Fraudulent Use of the Services, (b) to promptly report to Scruggs any such Abuse or Fraudulent Use of which Customer becomes aware, and (c) to cooperate in any investigation or prosecution relating to any Abuse or Fraudulent Use initiated by Scruggs, Adviser, or legal representatives of Scruggs. Customer is solely liable for charges, costs or damages resulting from Abuse or Fraudulent Use. "Abuse or Fraudulent Use" of the Services includes, but is not limited to:

- (a) Accessing, altering, or interfering with the communications of and/or information about another Customer of Scruggs, or any Adviser, or attempting or assisting another person or entity to do or attempt any of the foregoing;
- (b) Operating the System Hardware in a manner that violates applicable law or governmental regulation;
- (c) Using Services to convey obscene, prurient, defamatory, salacious, or unlawful information or copyrighted content that is not the property of Customer or to violate the rights of any third party;
- (d) Using Services without permission on a stolen or lost device;
- (e) Unauthorized access to Services
- (f) Using any scheme, false representation or false credit device, with the intent to avoid payment, in whole or in part, for Services;

- (g) Unauthorized modification of System Hardware, Terminal, System Hardware settings, or System Software;
- (h) Unauthorized access to, use of, alteration of, or destruction of the System data files, programs, procedures, or information related to Customer or any other Scruggs customer,
- (i) Use with the intent to reverse engineer or clone the System, or any attempt to create a substitute or similar service through use of, or access to, the Services (excluding any rights provided to Customer under any applicable copyright or other law);
- (j) Use for any unlawful, illegal or fraudulent purpose;

To the extent permitted under applicable law, Customer will not be credited or refunded any charges for Services interruptions resulting from any restriction or cancellation of Services under this Section or any prepayment for Services during the period of such restriction or following such cancellation.

### **3. HARDWARE AND SOFTWARE.**

**3.1 Hardware.** AGBRIDGE™ Drive(s), together with ancillary equipment such as cables, auxiliary power kit(s), and rechargeable battery(s), will be referred to herein as the “**System Hardware**.” Customer’s use of the System Hardware in connection with the Services is subject to all terms of this Contract. System Hardware is purchased separately by Customer for use with AGBRIDGE™ Services. Customer is responsible for maintaining System Hardware in good working order. All System Hardware are backed by the AGBRIDGE™ Hardware Limited Warranty (available at [www.agbridgedata.com](http://www.agbridgedata.com)). To the extent that Customer permits a third party to use Customer’s System Hardware, Customer acknowledges and agrees that such third party may have access to Customer Content, as further described below.

**3.2 Software.** Services software and other software and/or firmware (“**System Software**”) are resident on the System Hardware. The System Software contains proprietary code of Scruggs. During the term of this Contract, Scruggs grants to Customer a non-exclusive, revocable license to use the System Software solely (i) in conjunction with use of the System, and (ii) with System Hardware. Scruggs further grants Customer the right to transfer Customer’s license to use the System Software, which does not include the Services, during the useful life of the System Hardware in conjunction with the transfer of the ownership of the System Hardware. Customer agrees that Scruggs may require update of the System Software on any of Customer’s System Hardware during the term of this Contract as often as is deemed appropriate by Scruggs, and may require Customer to participate in or action the updates as necessary.

### **4. DATA.**

**4.1 Data Collection, Storage, and Use.** Scruggs acknowledges that this Contract does not grant Scruggs any rights to Customer data or information (“**Customer Content**”) that Scruggs may receive under this Contract except for the rights of use described below and in the AGBRIDGE™ Data Services and Subscriptions Data Policy. Advisers authorized by Customer through a Linked Account to access and use the Customer Content are “**Authorized Advisers**.” Customer acknowledges that it has been notified of Data Services and Subscriptions Data Policy and Customer hereby grants Scruggs the right to use Customer Content as described in this Contract and as needed to provide AGBRIDGE™ Services under this Contract, including, for example, collecting and hosting Customer Content. This permission extends to third parties engaged by Scruggs in connection with providing the AGBRIDGE™ Services. Without limiting the foregoing, Customer acknowledges and agrees that Scruggs may disclose Customer Content to outside parties to (a) comply with any applicable law, regulation or compulsory legal request; (b) protect the safety of any person from death or serious bodily injury; (c) prevent fraud or abuse against Scruggs or other parties; (d) to protect Scruggs’s rights; or (e) defend Scruggs and its affiliates or personnel from any legal proceedings. Customer acknowledges and agrees that the Customer Content may be transferred out of the country where it is generated to other destinations, including but not limited to the United States of America. In the event that the Customer Content includes Customer’s or third parties’ personal information, Customer hereby consents to the collection, use and disclosure of such personal information to permit Scruggs and Authorized Dealers to access and use the Customer Content as provided in this Contract. CUSTOMER WARRANTS THAT IT HAS PROVIDED ALL NECESSARY NOTIFICATIONS, AND OBTAINED ANY NECESSARY CONSENT FROM ITS EMPLOYEES OR ANY OTHER INTERESTED THIRD PARTIES TO COMPLY WITH ANY APPLICABLE PRIVACY LAWS OR CONTRACTUAL AGREEMENTS WITH SUCH EMPLOYEES OR THIRD PARTIES AND TO PERMIT SCRUGGS AND AUTHORIZED DEALERS TO ACCESS AND USE THE CUSTOMER CONTENT AS PROVIDED IN THIS CONTRACT. UNLESS AND UNTIL CUSTOMER REQUESTS REMOVAL OF SCRUGGS’S ACCESS TO AND USE OF CUSTOMER CONTENT, AS PROVIDED IN SECTION 4.2 BELOW, SCRUGGS WILL CONTINUE TO HAVE ACCESS TO AND USE OF PAST, CURRENT AND FUTURE CUSTOMER CONTENT DURING AND AFTER THE TERM OF THIS CONTRACT AND THE SUBSCRIPTION PERIOD.

#### **4.2. Restriction of Data Access and Usage.**

**4.2.1. Scruggs.** While Customer subscribes to AGBRIDGE™ Services, Customer may not restrict Scruggs's access to and use of Customer Content, excluding the limitations stated in this Contract and in the AGBRIDGE™ Data Services and Subscriptions Data Policy Statement.

**4.2.3. Data Retention.** Unless and until Customer requests removal of Scruggs's access to and use of Customer Content, as set forth in Section 4.2.1 above, Scruggs will store the Customer Content during the Subscription Period, provided such data storage is in compliance with all applicable federal, state, provincial and local laws and regulations. Thirty days (30) after termination of this Subscription Contract, either by Customer or Scruggs as defined in Section 6, Scruggs will delete all Customer's Content from the Server. Customer acknowledges and agrees that Customer Content deleted from the Server(s) cannot be retrieved or re-created

## **5. INVOICING AND PAYMENT.**

**5.1. Payment.** Customer agrees to pay all applicable Services fees. Such fees will be paid via a Scruggs-approved payment method selected by Customer and communicated to Scruggs. If Customer fails to make any portion of such payment, and for each month in which payment remains outstanding, a late charge of the lesser of (i) 1.5% per month of any outstanding amount or (ii) the maximum amount permitted by law may be charged to Customer. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by Scruggs in collecting payment will be an expense of and charged to Customer. Scruggs may change payment terms at any time. If Customer becomes delinquent in the payment of any sum due, Scruggs will not be obligated to continue performance under this Contract. **If Customer purchased or received this Contract from a third party (such as an Adviser), Customer is responsible to pay AGBRIDGE™ Services fees as set forth above to the extent the third party has not paid, or does not pay, any such fees to Scruggs, regardless of whether Customer has paid the third party for the assignment of this Contract.**

**5.2. Taxes.** All prices and rates affiliated with the Services or System Hardware do not include use, excise, goods and services, sales (including provincial sales tax or harmonized sales tax) or similar taxes assessed at any time. If any taxes must be deducted from any amounts payable or paid by the Customer hereunder, the Customer will pay such additional amounts as may be necessary to ensure that Scruggs receives a net amount equal to the full amount which it would have received had no such deduction or withholding have been required. Excepting those taxes imposed upon Scruggs and regulatory license fees, all applicable taxes and/or assessments will be paid by Customer. Customer is responsible for payment of tax whether it is concurrently invoiced to Customer with the original invoiced amount or subsequently invoiced based on Scruggs's later review of facts affecting Customer's tax status or determination that the laws of the country, state or province where the Services were delivered requires assessment and collection of tax. In the event that Scruggs pays any such taxes on behalf of Customer, Customer will reimburse Scruggs in accordance with Section 5.1 above.

## **6. TERM AND TERMINATION.**

**6.1. Term.** This Contract will commence as of the Effective Date and will continue in effect for a period of one (1) year, defined as the "**Subscription Period**", unless the Contract is otherwise terminated earlier in accordance with the terms of Section 6.2 or 6.3.

**6.2. Termination.** The occurrence of any of the following will constitute a default and breach of this Contract and will allow Scruggs immediately to terminate this Contract upon written notice to Customer, provided that, if a default event described in items (i), (ii), (iii), or (iv) of this Section 6.2 is capable of remedy, then Customer has first been provided with written notice requiring the remedy of the default within 30 calendar days and the default remains uncured at the expiration of that period: (i) any failure by Customer to pay all sums when due, which it is obligated to pay hereunder; (ii) any unauthorized disclosure or use of the Services for an unauthorized purpose by Customer; (iii) any invalid, incomplete, or unenforceable assignment by Customer as determined by Scruggs; (iv) any event which would constitute a default or breach by Customer of any agreement, including this Contract) between Customer and Scruggs; or (v) the date that any of a winding-up, liquidation, dissolution, bankruptcy, sale of substantially all assets, sale of business or insolvency proceeding has been commenced by the Customer. The Customer may immediately terminate this Contract in the case of any material default under this Contract by Scruggs, provided that, if the default is capable of remedy, Scruggs has first been provided with written notice requiring the remedy of the default within thirty 30 days and the default remains uncured at the expiration of that period.

**6.3. Termination for Convenience by Scruggs.** Scruggs may terminate this Contract upon thirty (30) days prior written notice to Customer. Upon any termination of this Contract under this paragraph, Scruggs will pay to Customer a prorated portion of any payments paid to Scruggs under this Contract. Such reimbursement will be Scruggs's sole liability to Customer for any such termination for convenience.

**Termination for Convenience by Customer.** Customer may terminate this Contract upon thirty (30) days notice to Scruggs. Upon any termination of this Contract under this paragraph, Customer will not be entitled to any refund of any fees paid by Customer for the Services or System Hardware and Customer will no longer have access to the Customer Content via the Portal or Sync Client.

## **7. OTHER TERMS.**

**7.1 Limitation of Liability and Remedies.** To the extent permitted by applicable law: (i) Scruggs's entire liability and Customer's sole and exclusive remedies for any damages arising from the performance or nonperformance under this Contract related to the use of the Services will be the remedies set forth herein; and (ii) Scruggs will not be liable for any loss or damage arising from Customer's failure to comply with the provisions set forth in this Contract.

**CUSTOMER ACKNOWLEDGES THAT THE AGRBRIDGE™ SERVICES ARE SUPPLIED ON A GOOD FAITH EFFORTS BASIS AND THAT SERVICE FAILURES AND INTERRUPTIONS MAY OCCUR AND ARE DIFFICULT TO ASSESS AS TO CAUSE OR RESULTING DAMAGES, AND CUSTOMER UNDERSTANDS THAT IT WILL BEAR ALL RESPONSIBILITY, RISK AND COST ASSOCIATED WITH DEVELOPING AND MAINTAINING ITS BUSINESS. CUSTOMER ACKNOWLEDGES THAT IT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ANY ADVISER AND SCRUGGS. CUSTOMER UNDERSTANDS AND AGREES THAT IN NO EVENT WILL SCRUGGS OR ANY OF ITS AFFILIATES HAVE ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER, ANY EMPLOYEE OF CUSTOMER, OR ANY THIRD PARTY USING AGRBRIDGE™ THROUGH CUSTOMER IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, AND INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST SAVINGS OR ANY INCIDENTAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, UNAVAILABILITY, DELAY, FAULTINESS OR FAILURE OF AGRBRIDGE™ SERVICES OR ANY PART THEREOF PROVIDED UNDER THIS CONTRACT, EVEN IF ANY OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND CUSTOMER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIMS FOR SUCH DAMAGES. TO THE EXTENT NOT EXCLUDED BY THE FOREGOING, CUSTOMER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS CONTRACT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF AGRBRIDGE™ SERVICES PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00). CUSTOMER UNDERSTANDS THAT SCRUGGS CANNOT GUARANTEE THE SECURITY OR RELIABILITY OF WIRELESS TRANSMISSIONS, AND SCRUGGS WILL NOT BE LIABLE FOR ANY LACK OF SECURITY OR RELIABILITY RELATING TO THE USE OF THE SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT AGRBRIDGE™ IS A DATA TRANSPORT SOLUTION ONLY, AND THAT THE INTEGRITY, ACCURACY AND USEFULNESS OF THE DATA CONTENT TRANSPORTED BY AGRBRIDGE™ IS NOT IN ANY WAY THE RESPONSIBILITY OF SCRUGGS, AND CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR ANY DAMAGES DETERMINED TO BE CAUSED BY CORRUPTED DATA CONTENT TRANSPORTED BY AGRBRIDGE™.**

**7.2. Disclaimer of Warranties.** AGRBRIDGE™ SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF SCRUGGS OR ANY OF ITS AFFILIATES HAS MADE, OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO SCRUGGS OR THE AGRBRIDGE™ SERVICES. EACH OF SCRUGGS AND ITS AFFILIATES EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES ARISING IN LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY WARRANTIES AS TO THE ACCURACY, AVAILABILITY OR CONTENT OF SCRUGGS'S, THE AGRBRIDGE™ SERVICES OR ANY OTHER SERVICES PROVIDED BY SCRUGGS OR ANY OF ITS AFFILIATES; (D) ANY WARRANTY OF NON-INFRINGEMENT; AND (E) ANY WARRANTY UNDER ANY THEORY OF LAW, INCLUDING ANY TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHER LEGAL OR EQUITABLE THEORY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY OR SUITABILITY FOR USE, THAT IS NOT CONTAINED IN THIS CONTRACT WILL BE DEEMED TO BE A WARRANTY BY SCRUGGS OR ANY OF ITS AFFILIATES.

**7.3. Customer Indemnification.** Customer will indemnify, defend and hold Scruggs and its Affiliates (including their respective officers, employees, and agents) (each, a "Scruggs Indemnified Party") harmless against any and all losses, claims, damages or expenses (including attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property, any financial loss, or any interruption of services which are caused or claimed to have been caused directly or indirectly from Customer's (including its employees or independent contractors) negligent use or intentional misuse of the System; (ii) use of any equipment not provided or approved for use with AGRBRIDGE™ by Scruggs; (iii) any use of AGRBRIDGE™ by Customer for an unauthorized purpose; (iv) data content or other information transmitted by Customer, its employees or its independent contractors over AGRBRIDGE™; (v) any Abuse or Fraudulent Use by Customer or anyone accessing the Services through Customer or Customer's Terminal; or (v) any material breach by Customer of any of the terms and conditions of this Contract. Customer hereby agrees to fully defend, hold harmless, and indemnify each Scruggs Indemnified Party from and against all liability,

loss, damage, claims, actions, judgments or expenses arising out of or relating to Customer's use of, failure to use, or inability to use AGBRIDGE™, as well as from any third party intellectual property infringement claims arising out of or relating in any way with respect to Customer's use of the System, except to the extent any such liabilities, losses, damages, claims, actions, judgments or expenses are caused by the Scruggs Indemnified Party's gross negligence or willful misconduct.

**7.4. Independent Contractors, No Agency Relationship.** Customer and Scruggs agree that each is an independent party to this Contract. Nothing in this Contract is intended to create, nor does it create, any employment or agency relationship between the parties. Customer further acknowledges and agrees that Advisers are independent third parties that do not represent Scruggs, nor are they authorized to act on behalf of Scruggs or bind Scruggs to any obligation.

**7.5. Choice of Law, Venue, and Language.** The validity and interpretation of this Agreement and the legal relations of the parties to it shall be governed by the laws of the State of South Carolina, USA.

**7.6. Assignment.** Customer may transfer or assign this Contract to a third party end user by way of purchasing for end user ("**Assignee**") a Grower Account for the purposes of creating a Linked Account to Customer only as follows:

**7.6.1** First, Customer is an Adviser with an activated Adviser Account

**7.6.2** Before this Contract may be assigned to Assignee, Assignee must obtain a User Name and temporary passwords as outlined in Section 2.2; and to continue assignment past the First subscription Period the Payment requirements as outlined in Section 5.1 must be satisfied for the Account.

**7.6.3** Second, Assignee must accept the terms and conditions of this Contract via the App. In the case where Adviser is granted access to the Assignee's account and Adviser accepts the terms and conditions of this Contract on Assignee's behalf, Adviser acknowledges that Assignee has granted Adviser permission and that Assignee is in agreement with the terms and conditions of this Contract.

**7.6.4** Scruggs may consent to or reject the assignment in its sole discretion; any purported assignment without Scruggs's consent shall be null and void. Scruggs's activation of Assignee's Account will constitute Scruggs's consent to assignment of this Contract to Assignee. Notwithstanding such assignment, Adviser understands and agrees that Adviser will remain jointly and severally liable with the Assignee (and any subsequent Assignee) for all Assignee's payment obligations hereunder, and Adviser further understands and agrees that Adviser is solely responsible for any damages or losses resulting from an incomplete, invalid, partial, unenforceable, or other imperfect assignment by Adviser of this Contract.

**7.7. Severability; Waiver.** If any provision of this Contract is prohibited or determined to be unenforceable in any jurisdiction, in whole or in part, that provision is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. The validity or enforceability of that provision in any other jurisdiction and the validity or enforceability of the remaining provisions will not in any way be affected or impaired. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Contract invalid or unenforceable in any respect. The waiver by any party of a breach of any of the provisions of this Contract will not operate as a waiver of any subsequent breach.

**7.8. Survivability.** Sections 4, 6, and 7 of this Contract, including all sub-sections, will survive any expiration or termination of this Contract.

**7.9. Notices.** All notices must be in writing and will be deemed given: (i) when delivered personally; (ii) when delivered by facsimile if confirmation of receipt is obtained; (iii) five (5) days after having been mailed registered or certified mail, return receipt requested, postage prepaid; and (iv) one (1) day after having been mailed by overnight mail with a reliable express mail courier. Notices to Scruggs will be addressed or delivered to

Scruggs Equipment Company, Inc.  
AGBRIDGE  
P.O. Box 1599  
Lancaster, SC 29721.

Notices to Customer may be delivered to the email address provided by Customer to Scruggs.

**7.10. Force Majeure.** Except for the payment of money, neither party will be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by acts of God, natural disasters, strikes, war, acts of

terrorism, civil disturbances, compliance with governmental laws or orders, or any other events which are beyond the reasonable control of such party, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible, and provided that the other party may terminate this Contract if such condition continues for a period of ninety (90) days without demonstration by the non-performing party of the ability to resume performance of its obligations within a reasonable period.

**7.11. Export.** Use of AGBRIDGE™ is subject to the U.S. Export Administration Regulations. Customer represents that: (a) Customer is not a citizen, national or resident of, and am not under the control of, the government of Cuba, Iran, North Korea, Syria, Sudan nor any other country to which the United States has prohibited export; (b) Customer will not export or re-export any AGBRIDGE™ Hardware or Services, directly or indirectly, neither to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) Customer is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, or listed on the United States Department of Commerce Table of Denial Orders; (d) Customer will not export or re-export any portion AGBRIDGE™, directly, or indirectly, to persons on the above mentioned lists; and (e) Customer will not use any part of AGBRIDGE™ for, and will not allow AGBRIDGE™ to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

**7.12. Scruggs Affiliates.** Any right or benefit of Scruggs under the terms of this Contract will also apply to any corporation, partnership, or other entity that, either directly or indirectly, controls, is controlled by, or is under common control with Scruggs, where control is defined as having more than a fifty percent (50%) controlling interest (“Affiliate”).

**7.13. Entire Contract.** This Contract contains the entire understanding, agreement and representations of the parties with respect to the subject matter hereof and unless otherwise agreed in writing between the parties, this Contract supersedes all prior writings, discussions and understandings concerning the subject matter. Any additional or different terms or conditions proposed by Customer or contained in any purchase order are rejected and will be of no force and effect unless expressly agreed to in writing by Scruggs. In order to be binding, any amendment or modification of any of the provisions of this Contract must be in writing and signed by a duly authorized representative of each party.