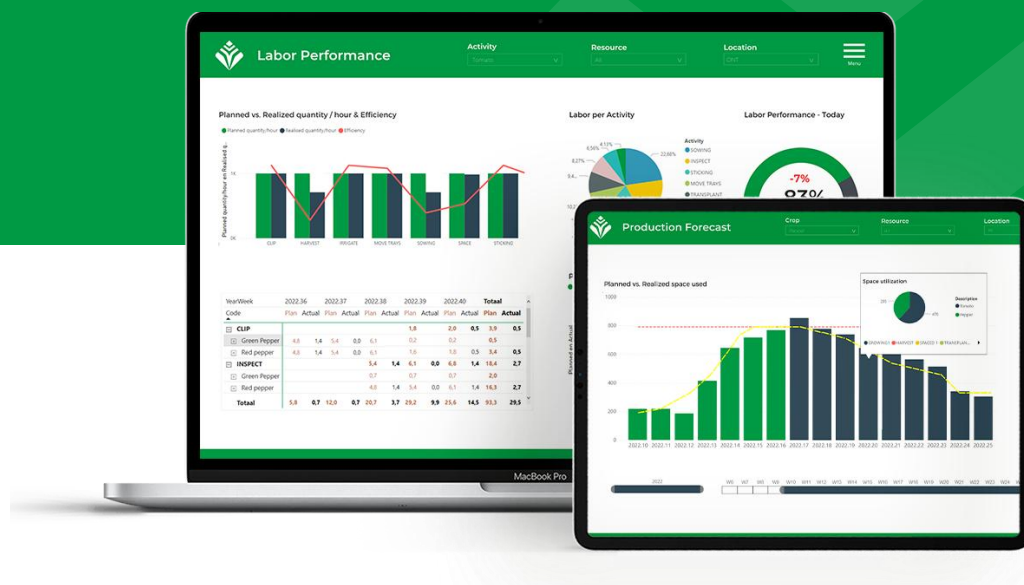


Agriware 365 SaaS Mprise Agriware End User License Agreement



1. Definitions and interpretation

1.1. In this Agreement (except where the context otherwise requires) the following words and phrases shall have the following meanings:

'Agreement'	The signed Price Quotation by Mprise Agriware America S de SL. de CV and Customer, the Appendices included.
'Confidential Information'	means the Software and any information which is designated by the party disclosing it to be confidential;
'Named Licenses'	means a license that is based on the number of named End Users accessing the Software, as stated in the signed Price Quotation
'Customer'	shall mean a business corporation that has entered into the Agreement with Mprise Agriware
'Effective Date'	date of signing the Price Quotation
'End User'	shall mean a person at the Customer who uses the Software pursuant to the Agreement.
'Documentation'	means any instructions and other information associated with the Software which may be supplied by (or on behalf of) Mprise Agriware to the customer, whether in electronic form or otherwise;
'Initial' Term	the term of the Agreement as stated in the signed Price Quotation
'Installation Cost'	means the one-off cost for installation of Software
'License'	means the license granted under clause 2;
'License Fee'	means the price for the use of the Software as set out in the signed Price Quotation
'License Metrics'	means the modules and restrictions of the Software set out in the signed Price Quotation
'Mprise Agriware'	means Mprise Agriware America S de SL. de CV., a private limited liability company with its registered office at Medellín 184 – van. 111. kolonel Roma Norte, 06700 Ciudad de México;
'Renewal Period'	has the meaning set out in clause 8.1;
'Software'	means the modules of the software as stated in the signed Price Quotation
'Term'	means the initial Term together with any subsequent Renewal Periods;

In the event of any conflict between the provisions of this Agreement and provisions of Annexes to this Agreement, the provisions of this Agreement shall prevail.

2. License

- 2.1. In this consideration of payment of the License Fee, Mprise Agriware grants to the Customer is non-exclusive, non-transferable license to use the Software in accordance with the License Metrics and this Agreement. No right to sub-license the Software is granted under this Agreement.
- 2.2. Except pursuant to clause 2.3, the Customer shall not reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer the Software or create derivative works based on the whole of or any part of the Software or incorporate the Software into any other software program not provided by Mprise Agriware. The information necessary to achieve interoperability of the Software with other computer software programs is available from Mprise Agriware on request.

- 2.3. Mprise Agriware hereby grants the Customer the right to use and refer to the Documentation in accordance with the intend use of the Software and this Agreement. The Customer shall not copy the whole or any part of the Documentation, and shall not remove any trademark, copyright or proprietary notices from the Documentation.
- 2.4. The Customer shall only use the Software and Documentation for its internal business purposes, and shall not make the Software and Documentation available for use by any third party in any manner whatsoever (unless, and only to the extent, permitted by the License Metrics).
- 2.5. The License granted authorizes Customer to use the Software with only the number of named Licenses recorded in Price Quotation. Customer is entitled to purchase more licenses from the Software at any given time at the then current price, which purchase will be documented by an addendum to the Agreement.
- 2.6. Customer may only use the Software for data processing within its own company and within the companies of its subsidiaries in the sense of Article 2:24a of the Civil Code, but not in such a way that it could lead to any form of exploitation, whether commercially or not, of the Software or any part thereof by Customer or any third party.
Customer undertakes to ensure that all End Users, fully comply with the obligations in the Agreement.

3. Upgrades

- 3.1. From time to time, Mprise Agriware delivers available upgrades or other revisions or amendments to the Software, which provide additional features or changes in the functionality of the Software. Access to these possible upgrades is free of charge, and included in the License Fee.
- 3.2. Any upgrades provided to the Customer are part of the Software and shall be subject to this Agreement.

4. License Fee, payment and payment terms

- 4.1. The License Fee (together with any applicable sales tax) shall be due and payable by the Customer to Mprise Agriware upon the Effective Date.
- 4.2. Mprise Agriware will invoice the Customer for the amount of the License Fee monthly (together with any applicable sales tax) and any other sums due under this Agreement when such sums fall due.
- 4.3. Mprise Agriware is entitled to raise the License Fee if a notification or action from Customer shows that the actual number of End Users at any time is higher than the maximum number of Named Licenses, laid down in the Agreement. This new License Fee is applicable during the Initial Term and Renewal Period.
- 4.4. Mprise Agriware is entitled to raise the License Fee if a notification or action from Customer shows that the actual used Modules in the License Metrics have raised as laid down in the Agreement. This new License Fee is applicable during the Initial Term and Renewal Period.
- 4.5. The License Fee is charged according to vendor prices by Mprise Agriware. Mprise Agriware is entitled to adjust these prices at any moment when price adjustments are announced by the vendor, provided to announce this adjustment to Customer 30 days in advance.
- 4.6. Invoices shall be due and payable in EUROS fourteen (14) days after the date of invoice. Invoices not fully paid on the due date shall automatically place the Customer in default without warning and shall accrue interest at 1.5% per month. In such a case Customer is also obliged to pay all extra judicial collection costs consisting of a minimum of 15% of the outstanding invoices. All payments must be made in EUROS. Mprise Agriware may cancel or suspend, at its discretion and without liability Customer, any licenses, maintenance and updates to the Software if Customer is overdue in paying any fees.

5. Intellectual property rights

- 5.1. The Customer acknowledges that Mprise Agriware owns all copyright and other intellectual property rights of whatever nature in and relating to the Software and the Documentation together with any customization and/or configuration work carried out by Mprise Agriware under the provisions of this Agreement.
- 5.2. Mprise Agriware warrants that the use and license of the Software and the Documentation in accordance with the Agreement will not infringe the copyright belonging to any third party.
- 5.3. Subject to clauses 7, if any claim is brought against the Customer that the normal use or possession of the Software or the Documentation in accordance with this Agreement infringes the copyright of a third party (a **"Claim"**). Mprise Agriware shall indemnify the Customer against any amounts awarded against the Customer in judgment or settlement of such Claim provided that:
 - 5.3.i. Mprise Agriware are given prompt notice of such Claim;
 - 5.3.ii. the Customer provides reasonable co-operation to Mprise Agriware in the defense and settlement of such Claim, at Mprise Agriware expense;
 - 5.3.iii. Mprise Agriware, or such person as Mprise Agriware shall direct, is given sole authority to defend or settle the Claim.
- 5.4. If a Claim is brought, Mprise Agriware shall have the right in its absolute discretion and at its own expense.
 - 5.4.i. to procure the right for the Customer to continue using the Software and/or the Documentation in accordance with the terms of this Agreement;
 - 5.4.ii. to make such alterations, modifications or adjustments to the Software and/or the Documentation so that they become non infringing; or
 - 5.4.iii. to replace the Software and/or the Documentations with non-infringing software and/or documentation.
- 5.5. If Mprise Agriware is unable to resolve a Claim by taking one of the actions under clause 5.4, Mprise Agriware shall have the right to terminate the Agreement upon repayment by Mprise Agriware to the Customer and such right shall be the Customer's sole and exclusive remedy under this Agreement in respect of any such Claim.
- 5.6. In the event of any Claim attributable to the use or possession by the Customer of the Software and the Documentation other than in accordance with the License Metrics and this Agreement, the provisions of clauses 5.2 to 5.4 shall not apply and the Customer shall indemnify Mprise Agriware against all liabilities costs and expenses which Mprise Agriware may incur as a result of such Claim.

6. Warranties

- 6.1. Mprise Agriware warrants that the Software will during the Term under normal use conform in all material respects with the functionality outlined in the Documentation. Mprise Agriware shall at its own expense and sole option either correct any demonstrable failure in the Software within a reasonable time or upon return of the Software and the Documentation provide or authorize a refund of the License Fee and the Support Fee to the Customer.
- 6.2. Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, whether by statute, common law, trade practice, custom, course of dealing or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of the Software, the Documentation and the installation and configuration of the Software are hereby excluded to the fullest extent permissible by law.

7. Limitation of liability

- 7.1. Mprise Agriware expressly excludes all liability for any damage, direct or indirect, from whatever source, resulting from or in relation to failure to function or function properly of the Software or temporary impossibility of using the Software, damage as a result of data, files or software being lost, including expenses incurred in retrieving or reproducing such data or software.
- 7.2. Mprise Agriware's liability for consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions, mutilation or loss of data, damage relating to the use of objects and all other forms of damage or injury on any account whatsoever, shall be excluded.
- 7.3. In as far as it is judicially determined that Mprise Agriware is liable under this Agreement or otherwise, Mprise Agriware's total liability shall be limited for any one incident or series of connected incidents to compensating damage up to the amount (exclusive of VAT) paid by Customer to Mprise Agriware during the preceding twelve months.
- 7.4. Mprise Agriware's liability for injury or damage through death or bodily injury or because of material damage to objects shall never exceed EURO 50,000 (fifty thousand EUROS).
- 7.5. The limitations mentioned in the preceding paragraphs of this Article shall not apply if and insofar as the damage or injury is the result of intentional acts, intentional omissions or gross negligence by Mprise Agriware.
- 7.6. If any of the limitations on the Customer's liability under this Agreement are adjudged to be unreasonable in the circumstances, then such limitation shall be increased to the amount that Mprise Agriware can recover from its insurer for the loss in question.
- 7.7. Mprise Agriware's liability due to an imputable failure to perform this Agreement shall in all cases only arise if Customer provides a written notice of default to Mprise Agriware within six months after the claim arises, stating a reasonable time period for remedying the failure, and Mprise Agriware still imputably failed to perform its obligations after that period. The notice of default must contain a description of the breach, which must be as complete and specific as possible, so that Mprise Agriware can respond adequately.
- 7.8. Any claim for damages against Mprise Agriware shall be extinguished by the mere lapse of one year after the claim arises.

8. Terms and termination

- 8.1. The License shall commence on the Effective Date and, unless terminated earlier in accordance with this clause 8.4, shall continue for the Initial Terms and, thereafter, the License shall be automatically renewed for successive periods of 12 months commencing on an anniversary of the Effective Date (each a "**Renewal Period**"), unless a party notifies the other parties of termination, in writing, at least 60 days before the end of the Initial Term or any Renewal Period, in which case the License shall terminate upon the expiry of the applicable Initial Terms or Renewal Period.
- 8.2. The License Metrics (Named End Users and Modules) may be adapted by Customer after the Initial Term in writing, at least 60 days before the end of the Initial Term or any Renewal Period.
- 8.3. The Agreement cannot be terminated by Customer before the end of the Term. If Customer terminate the Agreement before the end of the Term, Customer is due the License Fee for the remaining Term.
- 8.4. Mprise Agriware has the right to terminate this Agreement with immediate effect in case:
 - (i) Customer has not paid outstanding invoices after it has received a notification to do so and after it has neglected to remedy the situation within ten (10) days after receipt of such notification;
 - (ii) Customer has been declared bankrupt, it has been granted suspension of payments, whether provisional or not, the other party has become subject to any other similar regulation, or the Customer has wholly or partly lost the right to dispose or make use of its property, irrespective of whether that situation is irrevocable;

- (iii) Customer has offered its creditors a composition outside of bankruptcy, suspension of payments or any other similar arrangement;
 - (iv) Customer has ceased to exist or has been dissolved;
 - (v) if the Customer has violated a material obligation under this agreement and fails to remedy the breach within thirty (30) days after it has received a notice of breach from Mprise Agriware which notice specifies the details of such breach;
 - (vi) if Customer acts in a way that seriously damages the reputation of Mprise Agriware;
- 8.5. The Customer shall in any event, but not exclusively, be deemed to have violated a material obligation under this agreement as referred to in article 8.4 sub (v) if:
- (i) the Customer fails to fulfil a payment obligation to Mprise Agriware even after receipt of a written demand for payment by registered mail, irrespective of whether the failure may be attributed to Mprise Agriware; or
 - (ii) the Customer causes damage to the interests or the reputation of Mprise Agriware or any of the Products;
 - (iii) Mprise Agriware has provided more named Licenses to Customer than purchased from Mprise Agriware and refuses to pay the additional named Licenses;
 - (iv) the Customer violates any intellectual property right of Mprise Agriware or of any license of Mprise Agriware;
- 8.6. Neither Customer nor its personnel shall be entitled to any compensation for goodwill, loss of income or damage of any kind that relates to the expiration or termination of this agreement. Neither during nor after termination of this agreement shall the Customer be entitled to compensation for goodwill related to the activities performed by the Customer. To the extent that any goodwill is accrued, the Customer is deemed to have accrued this goodwill for the benefit of the Mprise Agriware.
- 8.7. Upon termination or expiry of this Agreement:
- 8.7.i. All licenses granted under this Agreement shall immediately terminate; and
 - 8.7.ii. Customer must immediately pay to Mprise Agriware any sums due to Mprise Agriware under the Agreement.
- 8.8. But any provision of this Agreement which expressly or by implication is intended to survive termination of this Agreement shall remain in full force and effect.
- 8.9. Any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law.

9. Confidentiality

- 9.1. No party shall at any time after the date of this Agreement:
- 9.1.i. divulge or communicate to any person, company, business entity or other organization;
 - 9.1.ii. use for its own purposes or for any purposes other than those of the other party, or
 - 9.1.iii. through any failure to exercise due care and diligence, cause any unauthorized disclosure of any trade secrets or Confidential Information relating to the other parties provided that these restrictions shall cause to apply to any such information which shall become available to the public generally otherwise than through a breach of a duty of confidentiality owed to the other parties and further provided that no party shall be restricted from disclosing the Confidential Information of any part of it pursuant to a judicial or other lawful government order but only to the extent required by such order and subject to the party obliged to comply with such order giving other parties as much notice of the terms of the order as may be reasonably practicable.
- 9.2. Nothing in this clause 9.2 shall prevent:
- 9.2.i. Mprise Agriware from disclosing the Software to any third party; or

9.2.ii. the Customer from disclosing the Software to such of its employees, sub-contractors and advisors as is necessary for the customer to be able to exercise its rights and comply with its obligations under this Agreement, provided the Customer informs such parties of the confidential nature of the Confidential Information before disclosure and at all times, the Customer remains responsible for such parties' compliance with the obligations of confidentiality set out in this Agreement.

10. Force Majeur

- 10.1. No Party shall incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the Parties. In addition to what is stipulated in article 6:75 of the Dutch Civil Code (DCC), such events, occurrences or causes shall include, without limitation: force majeure, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded. Such events also include disability, power failure, delay of suppliers, DDoS-attacks, ransomware-attacks or virus attacks.
- 10.2. A Party shall not be obliged to perform any obligation (excluding financial obligations) if it is prevented from doing so by a situation of force majeure.

11. General

- 11.1. The failure or delay of Mprise Agriware to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.
- 11.2. No variation of this Agreement shall be valid unless it is in writing and signed by an authorized representative of each of the parties.
- 11.3. The Customer shall not be entitled to assign this Agreement nor any of its rights or obligations hereunder nor sub-license the use of the Software or the Documentation.
- 11.4. If any provision of this Agreement shall be held to be unlawful invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 11.5. Any request, instruction, information or other document issued in accordance with this Agreement may (except where this Agreement specifies a requirement for notice or notification) be sent by email to the relevant other party(ies) at any email address as may be notified from time to time.
- 11.6. Any inconsistency in any documents relating to the Agreement shall be resolved by giving precedence in the following order:
1. The signed Price Quotation;
 2. The Appendices;
 3. General Terms and Conditions

12. Governing Law and Jurisdiction

- 12.1. This Agreement shall be interpreted and construed in accordance with the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (the "Vienna Treaty") is not applicable to the agreement.
- 12.2. Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Regulations of the Stichting Geschillen Oplossing Automatisering (Automation Disputes Board) te Heemstede, the Netherlands. The arbitration is held in Dutch.