

## **Growlink End User License Agreement (EULA)**

**Effective Date:** June 10, 2025

This End User License Agreement (“Agreement” or “EULA”) governs your use of any software, firmware, mobile application, or web-based platform (collectively, the “Software”) provided by Growlink, Inc (“Growlink,” “we,” or “us”), whether accessed independently or in conjunction with Growlink hardware products (the “Products”).

By accessing or using the Software, you agree to be bound by this Agreement. If you do not agree, do not use the Software or Products.

### **1. License Grant**

Subject to your compliance with this EULA and payment of all applicable fees, Growlink grants you a non-exclusive, non-transferable, limited license to install, access, and use the Software solely:

- In connection with your purchased or authorized Growlink Products; and
- For your internal business purposes, in accordance with documentation provided by Growlink.

### **2. Restrictions**

You shall not, and shall not permit others to:

- Modify, reverse engineer, decompile, or disassemble the Software;
- Use the Software for unlawful, harmful, or unauthorized purposes;
- Remove, alter, or obscure any proprietary notices;
- Sell, sublicense, rent, lease, or distribute the Software to third parties;
- Use the Software in high-risk environments where failure could lead to injury or significant loss (e.g., medical systems, nuclear facilities).

### **3. Ownership and Intellectual Property**

The Software is licensed, not sold. All rights, title, and interest in the Software, including all intellectual property rights, are owned by Growlink or its licensors. No rights are granted to you other than those expressly set forth in this Agreement.

### **4. Software Updates**

Growlink may release updates, patches, or upgrades to the Software (“Updates”). These may be installed automatically or require user action. All Updates are governed by this EULA. Refusal to accept Updates may affect Software performance or compatibility.

### **5. Data and Connectivity**

Some Software features require an internet connection. You acknowledge that interruptions or connectivity issues may impact Software functionality. Growlink is not responsible for any downtime or resulting losses due to connectivity failures.

### **6. AI Chatbot Features**

## **6.1 Use of AI Services**

The App includes access to an AI-powered chatbot designed to assist with support, troubleshooting, and product-related inquiries. By using this feature, you acknowledge that responses are generated by artificial intelligence and may not always be accurate, complete, or up-to-date.

## **6.2 No Guarantees**

The AI chatbot is provided “as-is” and without warranties of any kind. The Company does not guarantee the accuracy, reliability, or suitability of any responses provided by the chatbot. Use of the chatbot is at your own risk, and you agree that the Company is not liable for any harm or loss resulting from your reliance on chatbot responses.

## **6.3 Data Usage and Privacy**

Conversations with the AI chatbot may be logged, stored, and reviewed by the Company or its authorized partners to improve functionality and user experience. By using the chatbot, you consent to this data usage. Do not share sensitive or confidential information with the chatbot.

## **6.4 Escalation**

If your issue cannot be resolved by the chatbot, the App may direct you to human support channels. The Company reserves the right to determine when and how escalation occurs.

## **7. Privacy**

Use of the Software may involve the collection and transmission of data. Your use is subject to the Growlink Privacy Policy, available at [growlink.ag/privacy](https://growlink.ag/privacy).

## **8. Termination**

This Agreement is effective until terminated. Growlink may terminate your license at any time if you violate its terms. Upon termination, you must stop using the Software and delete all copies.

## **9. Disclaimer of Warranties**

THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GROWLINK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GROWLINK DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED.

## **10. Limitation of Liability**

### **10.1 Maximum Liability**

To the fullest extent permitted by law, Growlink’s total cumulative liability under this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the amount paid by you for the specific Product or Software giving rise to the claim.

### **10.2 Exclusion of Damages**

IN NO EVENT SHALL GROWLINK BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, DOWNTIME, SUBSTITUTE GOODS OR SERVICES, OR LOSS OF CROPS, YIELD, OR AGRICULTURAL PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **10.3 Specific Exclusions**

Growlink shall not be liable for:

- Improper use or installation not in accordance with its instructions;
- Unauthorized modifications or repairs;
- Failures caused by third-party systems, software, or hardware;
- Force majeure events, including natural disasters, cyberattacks, or power failures.

### **11. Indemnification**

You agree to indemnify, defend, and hold harmless Growlink, its affiliates, and its employees from any claims, damages, liabilities, and expenses arising from:

- Your violation of this Agreement;
- Your misuse or modification of the Software or Products;
- Your breach of applicable laws or third-party rights.

### **12. Export Compliance**

You agree not to use or export the Software in violation of applicable U.S. export laws and regulations.

### **13. Governing Law and Dispute Resolution**

This Agreement is governed by the laws of the State of Colorado, without regard to its conflict of laws principles. Any dispute arising under this Agreement shall be resolved exclusively in the state or federal courts located in Denver, Colorado. Both parties waive the right to a jury trial.

### **14. Entire Agreement**

This EULA, together with Growlink's Terms of Sale and Privacy Policy, constitutes the entire agreement between you and Growlink regarding use of the Software. Any conflicting terms in previous agreements are superseded.

### **15. Severability**

If any provision of this Agreement is held to be unenforceable, the remainder shall remain in full force and effect.

**By using the Software, you acknowledge that you have read, understood, and agree to be bound by this EULA.**