

Contractual Terms and Conditions (Contract Specific Terms)

1. General information

The purpose of these Terms and Conditions is to regulate the contractual relationship with you, as a customer (hereinafter "You" or "Customer") of Field Data Zoom SRL ("FDZ") in connection with the continuous monitoring services and other related services provided via <https://ogor.ro> ("OGOR"), using the information from the satellite data archive provided by Copernicus, from 2017 and updated, for your agricultural lands.

By placing a subscription order on the OGOR platform and / or any other service or facility offered by FDZ (the "Purchased Solution"), you request the services provided to FDZ, related to your subscription / service option, in exchange for payment of a fee. subscription / service ("Fee"), and you consent to these Terms and Conditions.

Please read the Terms and Conditions carefully before purchasing the Solution and, if you have any questions, please contact us at contact@ogor.ro.

2. Conclusion of the Contract between you and FDZ. Contract period

The contract between you and FDZ is concluded when the order placed through your user account ("Account") is confirmed, processed, and accepted by FDZ by an e-mail sent to you. Confirmation of receipt of your order. is equivalent to the conclusion of the Contract between FDZ and you.

Based on the area of land / lands loaded into your Account, OGOR will identify the subscription packages for a period of 1 year or 2 years / suitable services and will display in your Account the available packages, the fee related to the subscription / services options and the main features of the subscription options. Please read and check the order carefully before sending it.

Relevant details and information about the Purchased Solution (such as land area, subscription price, contract period, number of users, etc.) are displayed in your OGOR Account at the time of placing the order and will also be available in the order confirmation email and will be considered an Annex to this Agreement.

By placing the order performed by selecting the Purchased Solution, you express your agreement to contract a package of services offered by FDZ through OGOR and you assume the obligation to pay the value of these services within a maximum of 5 working days from receipt of the tax invoice.

The contract between FDZ and the Client is concluded for an initial period of at least 1 (one) year, depending on the Purchased Solution, and will be automatically renewed for successive

periods of one year, insofar as the Client does not request by written notice termination of the Contract until the fulfillment of the initial agreed term.

The contract is considered / can be terminated in the situations provided by the General Terms of Use of the site.

Any additional service or additional functionality, except for the addition of new land within the maximum number of hectares related to the Purchased Solution, which will be developed and made available by FDZ after the conclusion of the contract is considered not included in the Purchased Solution, unless OGOR decides otherwise and there are no additional costs for you. Otherwise, FDZ will inform you of the additional costs for that service and You will have the right to contract the additional options or to keep the package of services in the contracted form, until at the end of the initially contracted period.

3. Contractual rights and obligations

3.2. Your rights and obligations

A. Use of the Account

- i. You have the right and obligation to use the OGOR platform in accordance with the specifications of the Purchased Solution.
- ii. The Purchased Solution allows the use of the services and solutions offered through OGOR, for a limited number of hectares. During the performance of the contract, the Customer has the right to add and delete land, exclusively within the limits of hectares initially communicated. Exceeding the number of hectares provided in the Purchased Solution will automatically generate a change in Tax and additional costs.
- iii. In order for the services and solutions provided by FDZ to be as relevant as possible, you must ensure that the land data is entered in your Account is accurate and up to date; In this regard, you are required to update the data for each field at the beginning of the season, when APIA data is available, or whenever the crop changes.
- iv. You can allow access to the farm to a maximum number of additional users, through the "Share" facility ("Account sharing facility"), within the maximum number provided by the Solution You Purchased, at the farm level or for a specific land ("Authorized User").
The person receiving the access can view the vegetation maps of a land, can inspect its history, without having editing rights. Access can be withdrawn by you at any time. Requesting access for a larger number of additional users compared to the maximum number provided by the Purchased Solution can be done by sending a request to the email address: contact@ogor.ro and may generate additional costs for the Customer.
- v. In accordance with the General Terms, if you use the Purchased Solution, for the purpose of receiving the Remote Services, You are responsible for compliance with the General Terms and Conditions and these Terms and Conditions.
- vi. You can close your Account at any time. Closing the Account or not using it does not affect your obligation to pay for the services until the termination of the Contract and does not generate a refund of the amounts already collected by OGOR.

B. Price of services and payment

- vii. You are required to pay the value of the Purchased Solution within 5 days of receiving the invoice. In this regard, after confirming the order, you will be contacted by FDZ in order to provide the billing data.

Payment can be made by bank transfer within the specified period, and payment information will be provided to you by the FDZ team.

It is considered that the agreed price does not include other additional facilities or functions of the services that will be created in the future. Should FDZ develop new facilities or features of the Services, FDZ may inform you of additional fees that may arise if you choose the new facilities or features of the Services.

C. Right of withdrawal of the consumer (Individual customer)

- viii. In the case of Individual Customers, you have the right to withdraw from this Agreement concluded remotely within 14 days from the date of conclusion, in accordance with the provisions of Emergency Ordinance no. 34/2014 on consumer rights in contracts concluded with professionals, as well as for amending and supplementing certain normative acts, without incurring any cost, formulating in this regard an unequivocal statement in which you express your decision to withdraw from the Contract before the expiration of 14 days.

D. Intellectual and industrial property rights

- ix. You must comply with and protect the intellectual and industrial property rights belonging to FDZ, in accordance with the General Terms and Conditions of Use of OGOR;

3.3. FDZ rights and obligations

A. Operation of the OGOR platform

- i. FDZ undertakes to make all reasonable efforts to maintain the functionality of the OGOR platform and to provide the services and solutions according to your option. However, we cannot guarantee that the application will be available at all times and uninterrupted. In all cases, we will endeavor to make all reasonable efforts to remedy any problem.
- ii. FDZ may also choose to update the OGOR.RO application without informing you in advance if FDZ decides that the improvements made by the update do not involve additional fees for you.
- iii. FDZ may change the satellite source of the data without prior notice to the Customer.

B. Price of services and payment

- iv. FDZ has the right to receive the price of the services (Taxes) and reserves the right to periodically change the price of the services and solutions offered. If applicable, you will be notified in advance by the FDZ team and the change will take effect from the next contract period, after renewal.
- v. FDZ may suspend the provision of services in case of non-payment of the price of the Purchased Solution, under the conditions mentioned above, and may block access to the Account until the full payment of the subscription price;

4. Warranties and Liability

FDZ is not responsible for the accuracy of the land and crop data you enter into your Account.

FDZ has no control and is not responsible for the accuracy of the data satellite, the information must be corroborated with field records. Once the land is uploaded to your Account, OGOR starts downloading satellite data, from 2017 to the present, for all land. All satellite data (maps, vegetation indices) as well as historical weather data are downloaded within a maximum of 24 hours from the date of land addition. Each time the satellite passes (once every 3/5 days, depending on the season), OGOR automatically downloads the new data (maps and numerical indexes) and makes them available to you.

Also, FDZ does not assume responsibility for new automatically downloaded maps, their number being directly dependent on climatic or technological factors (cloud cover, fog, satellite problems, etc.).

FDZ is not responsible for your decision-making process based on / taking into account the data provided by the OGOR application. It is your sole responsibility how you choose to use the information provided through OGOR services;

FDZ assumes no responsibility for how you choose to use the "sharing facility".

FDZ is not responsible for any breach of these Terms and Conditions caused by third parties or any event or circumstance beyond our reasonable control.

Sections 2-4 above are duly completed with the General Terms of Use of OGOR.

5. Communications

Any communication between the parties regarding the performance of this Agreement must be sent by e-mail and is valid if it is sent to the e-mail addresses:

for OGOR: contact@ogor.ro;

for the Client: the email address used to create the User Account.

The party changing its e-mail address indicated for communications will immediately notify the other party.

To the extent that these Terms and Conditions do not provide for an issue governed by the General Terms of Use of the OGOR, the latter shall apply, in addition, or in the absence of such regulation, the relevant legal provisions in force shall apply.