

TERMS AND CONDITIONS OF HARDWARE AND/OR SOFTWARE PRODUCTS OF AUGMENTA

The use of AUGMENTA's Hardware and/or Software Products, as well as the use of the present site, the Tablet and the Platform (altogether referred to as the "Services") is governed by the following Terms and Conditions, as well as the Privacy Policy <https://www.augmenta.ag/privacypolicy>, the Warranty Policy <https://www.augmenta.ag/warranty> and any other policies in force, currently or in the future.

1. Introduction

By clicking "Accept" and/or using the Services, the Terms and Conditions become a binding agreement between you and/or the Company you work for ("the User") and Augmenta, each solely referred to as "Party" or, collectively, "Parties". It is thus presumed that the User has carefully read, understood and accepted the Terms of Use, as well as the compliance with the applicable Greek and European legislation. If the User does not agree and accept the following terms and conditions, please do not proceed with the use of the Services.

By accepting the present terms, the User declares that is aged eighteen (18) or over. In any other case, Augmenta is not responsible for this use.

Moreover, the User declares that, if they are acting on behalf of a company, they have the permission to bind that company under the present Terms, otherwise they must take permission from the person responsible for the decision making in order to accept the present Terms. In any other case, Augmenta is not responsible for this use.

Augmenta reserves the right to change the Terms and Conditions. In that case, the changed Terms and Conditions will be uploaded on the site. The User will be notified by email. The User's continuing use of the Services is deemed their unconditional acceptance of the changed Terms and Conditions.

Augmenta reserves the right to change its Services to improve them, at any time. The changes will be uploaded on the site. The User is advised to check them periodically for amendments. The User's continuing use of the Services is deemed their unconditional acceptance of the changed Services.

2. Creating your account

The User of the Services is required to sign up and create an account ("User Account") by inserting their e-mail, and by identifying a password. The User is solely responsible to provide any User content or information that may be necessary to use the Services. The User shall ensure that all information provided to Augmenta in connection with the User Account and use of the Services is at all times accurate, complete and up-to-date.

Data relating to the User ID, password, or any other information as part of our security procedures should be treated by the User as confidential, according to the present Terms of Use and other Augmenta policies.

Augmenta is not responsible for any losses resulting from or in connection with unauthorized use of the User's Account.

3. Using of Services – Product purchases

To place an order, the User will either contact Augmenta directly (via email or the Platform) or one of its appointed distributors. In case the User contacts Augmenta directly, Augmenta may appoint a distributor to the User as a contact person.

After this process, the User will receive an e-mail from Augmenta acknowledging that Augmenta has received the order (the "Order Confirmation") and is given access to the Platform, as stated above (see para. 2). All orders are subject to acceptance by Augmenta that will confirm such acceptance to the User by sending an e-mail that confirms the purchase.

All orders for products are subject to availability.

Augmenta reserves the right to withdraw any product from this website at any time and/or remove or edit any materials or content on this website.

4. Restrictions and Responsibilities

The User agrees at all times to follow these Terms and to make lawful and appropriate use of the Services, as stated in the “Agronomical Terms of Use” <https://www.augmenta.ag/agronomical-terms-of-use>, that the User hereby states to have read and is committed to follow. The User agrees that when using the Services will not violate any applicable laws or regulations and will not defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others.

The User is obliged to refrain from any illegal, contrary to business ethics, unfair and abusive use of the Services and not to perform any acts or omissions that may cause damage or malfunction to the Services or to third parties or affect or endanger the provision of the Services.

The User represents, covenants, and warrants that they will use Services only in compliance with Augmenta’s standard published policies then in effect, and all applicable laws and regulations.

The User is obligated to fully inform Augmenta of any and all facts relevant to the performance of the Services. In the event that information or documentation supplied by the User proves to be faulty, incomplete, ambiguous or objectively non-executable, the User shall, immediately upon notification by Augmenta, effect the required corrections and/or amendments.

The User is responsible for the correct integration of the Services and shall validate them prior to any productive use. Moreover, the User shall validate the results obtained from the use of the Services.

The User shall undertake all action which is necessary and may be reasonably expected to prevent or limit the consequences of damage resulting from quality flaws in the Software;

Augmenta reserves the right to prohibit any use of Services it believes may be (or alleged to be) in violation of the foregoing, or in case the use of Services or any other behavior of the User, deliberately or unintentionally, threatens the ability of the Services to run smoothly and in an unobstructed manner.

5. Intellectual Property Rights

Augmenta exclusively retains all intellectual property rights in its website and all the Services provided herein, as well as all its documentation, and all other procedures, functionalities, software, documentation, trademarks or distinctive signs, images, photographs, patents, utility and industrial models, drawings, graphics, text files, audio and video files, logical diagrams, flowcharts, orthographic mappings, codified sheets, codification, source codes or items, entries, test data and routine tests, and in any/all other intellectual properties of Augmenta related to these Terms. Augmenta’s intellectual properties may not be modified, copied, altered, reproduced, adapted, or translated without express authorization from the owner of said intellectual property.

The User may not eliminate or in any way modify the copyrights, logos, or commercial trademarks included in the Services. No ownership of any intellectual property rights relating to the Services is assigned or transferred to the User.

The User recognizes that all Augmenta’s intellectual properties related to the Services represent a substantial investment by Augmenta and are of substantial value. Their value is protected under applicable trademark law, copyright law, decrees, directives, and ordinances. In the event of an actual or threatened breach of the Agreement that would diminish or impair their intellectual property value, Augmenta shall be entitled to an injunction restraining the User from such breach and this shall be in addition to any other rights or remedies that Augmenta may have.

6. Limitation Of Liability

Notwithstanding anything to contrary, except for death or bodily injury of a person, Augmenta and its officers, affiliates, representatives, contractors and employees will not be responsible or liable with respect to any subject

matter of these Terms and Conditions under any contract, negligence, strict liability or other theory: (a) for error or interruption of use or for incorrect installation, for any modifications or repairs made outside our infrastructure, or for damages resulting from inadequate maintenance of our products or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (b) for any indirect, punitive, exemplary, incidental, special or consequential damages arising out of, or in any way connected with our services, the documentation or use thereof, or these Terms; (c) for any matter beyond Augmenta's reasonable control ("force majeure") or due to any disruption in the telecommunications network; or (d) for any amounts that, together with amounts associated with all other claims, exceed the fees paid by the User to Augmenta for the Services.

Due to the multitude of crops, grown in different production systems, on various soils, and under countless climatic conditions, Augmenta disclaims all warranties, expressed or implied, as to the accuracy of the information gathered by the Augmenta Products and takes no liability for management decisions based on this information. When using the Augmenta Products the User accepts that they will take full responsibility for all agronomic decisions.

Augmenta makes every possible effort to control and protect from viruses the material uploaded to its website and the servers that host it. However, Augmenta does not accept and bears no responsibility for any loss, alteration or destruction of data or software or hardware of the user that may occur during or after the use of the Website/ Platform, while the possible cost of any corrections, replacements or repairs is borne solely by the User. In any case, it is recommended that User - every time they connect to the Internet - use anti-virus and anti-malware software.

In any event, any liability that could be incurred by Augmenta™ for any claims under these Terms is expressly and solely limited to the total amount invoiced by Augmenta and/ or its Distributors in consideration of the Services for which Augmenta™ was held liable at the event giving rise to the alleged damage.

Even so, Augmenta™ shall be held liable only in case Clients issue a claim by sending a registered letter with acknowledgment of receipt within 15 days of such event.

7. Indemnification

The User agrees to indemnify, defend, and hold harmless Augmenta, its officers, affiliates, representatives, contractors, and employees against any claims, legal liabilities, damages, costs, and expenses (including attorneys' and experts' fees) arising out of any of them in respect of any breach of the present or other Augmenta policies in force, by the User or other members of the User's close environment in connection with the use of Services by the User or them.

8. Warranty And Disclaimer

The User expressly acknowledges and agrees that the User's use of Services is performed by the User's sole risk and that the User resumes the risk of satisfactory quality, performance, accuracy, and effort. The Services are provided "as is" and as available, without warranties of any kind and without the possibility of changes or interventions by the Users, with the exception of the Warranty Policy <https://www.augmenta.ag/warranty>. Augmenta and its officers, affiliates, representatives, contractors, and employees disclaim all conditions, warranties, representations, express or implied, including, but not limited to, implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, functionality, error, and non-infringement of third-party rights.

Augmenta™ does not guarantee to the User (a) that the Services will be totally free of errors, faults or defects, nor that the Services will be provided uninterruptedly. Furthermore, Augmenta™ reserves the right to interrupt access to the Platform or its website momentarily for maintenance purposes, (b) that the Services, being standard and not offered specifically to any one given User according to that User's own personal constraints, shall specifically meet that User's needs or expectations, (c) the availability or accuracy of these third-party communication services (including but not limited to: Satellite geolocation: G.P.S, GPS, GNSS, SBAS & Cellular data communication: 2G, 3G, 4G.), and consequently cannot guarantee the availability of affected Augmenta™

systems. More specifically, unreliable G.P.S. coverage can affect our Services, cellular data coverage can affect the telemetry to our cloud services, etc.

9. Third-Party Services

Augmenta may from time to time recommend, provide the User with access to, and/or enable the User's use of third-party applications, products, services, or website links (collectively "Third Party Services"). Such Third-Party Services are made available to the User only as a convenience, and access or use of them is solely between the User and the provider of the applicable Third-Party Services ("Third Party Provider").

Any use by the User of Third-Party Services is entirely at the User's own risk and discretion and it is the User's responsibility to read the terms and conditions and policies applicable to such Third-Party Services. Augmenta does not provide any warranties to the User with respect to any Third-Party Services and is not responsible or liable to the User or anyone else for such Third-Party Services. Under no circumstances shall Augmenta be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, or any other damages or loss that result from any Third-Party Services and the User's contractual relationship with any Third-Party Provider.

In case the User enables a Third-Party Service for use with the Services, the User grants Augmenta permission to allow the applicable Third-Party Provider to access the User's data and other materials and to take any other actions required for the interoperation of the Third-Party Service with the Services. Augmenta is not responsible for any disclosure, modification, or deletion of the User's Data or other materials or for any losses or damages the User may suffer as a result of access by a Third-Party Service or a Third-Party Provider to the User's Data or other materials.

10. Links to Third-Party Sites

The links to other websites ("Linked Sites") are not under the control of Augmenta and Augmenta is not responsible for the contents of any Linked Site, including but not limited to any link contained in Linked Sites or any changes or updates to a Linked Site. Augmenta is providing these links to the User only as a convenience and the inclusion of any link does not imply endorsement by Augmenta or any association with its operators.

The third parties are solely responsible for the content of their websites and for any damage that may be caused by their use. The User accepts that by visiting third party websites, they leave the Augmenta website and are subject to their terms of use. Furthermore, Augmenta does not guarantee that hyperlinks to third-party websites will be available at any time, nor can Augmenta control the updating of their content.

11. Payment Terms

Invoicing shall be based on the prices agreed between Augmenta or its distributors and the User, plus VAT (where applicable). Except as otherwise agreed upon in writing, invoices shall be due upon issuance of the invoice. Payment shall be effected immediately after the invoice date without deduction. In the case of late payment, Augmenta has the rights stated in the present Terms.

The User will be responsible for payment of all taxes and duties that may be levied now or in the future by any authority, following acceptance of the terms contained herein, regarding the Services, as well as taxes, duties and/or charges relating to the connection and use of the Internet. In case that any of the above taxes, duties, and/or charges are paid at any time by Augmenta, the User will indemnify Augmenta fully and at its request.

Augmenta reserves the right to change price and availability information without notice. Changes will not affect orders in respect of which Augmenta has already sent an Order Confirmation.

Payment can be made by e-banking and/or card (Visa and MasterCard) through Stripe. We advise you to check Stripe's Terms and Conditions, as well as its Privacy Policy. Cards are subject to validation checks and authorization by the User's Card issuer. If Augmenta does not receive the required authorization, Augmenta will not be liable for any delay or non-delivery.

Augmenta is not responsible for charges that may occur in connection with the User's payments, such as transaction fees and charges. Fees and charges are not refundable, unless otherwise provided by applicable mandatory law or expressly stated herein.

12. Term and Termination

The User's account is valid until its deletion by them. The User may delete their account at any time, by request to support@augmenta.ag.

In addition to any other remedies it may have, either party may also terminate the present Agreement upon ten (10) days' notice (or without notice in the case of nonpayment) if the other party materially breaches any of these Terms. The User will pay in full for Services up to and including the last day on which Services are provided. Upon any termination, Augmenta will make all User Data available to the User for electronic retrieval for a period of thirty (30) days, but thereafter Augmenta may, but is not obligated to, delete stored User Data.

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnification, data security, and privacy, and limitations of liability.

13. Confidentiality

Confidential Information includes all non-public information regarding the business of one of the Parties (either the User or Augmenta) received by the other party, including but not limited to features, functionality, and performance of Service, business plans, business methods, business opportunities, finances, development, know-how, personnel, customers, and other information such as the contents of any Pricing Agreement, the Services, and Services Data.

Confidential Information does not include (a) information that the party that owns the information makes generally available to the public, (b) information that either party can demonstrate had rightfully in possession prior to disclosure by the other party, (c) information that is independently developed by one party without the use of any confidential information of the other party, (d) information that one party rightfully obtains from a third party who has been given the right to disclose it by the other party to disclose it without confidentiality obligation, (e) information that is required to be disclosed by law or a court or other judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party promptly and in writing.

Each Party receiving confidential information ("Receiving Party") from the other Party ("Disclosing Party") agrees to take reasonable precautions to protect such Confidential Information and to prevent any unauthorized use (except in performance of Services or as otherwise permitted herein), disclosure, or publication of Confidential Information to any third party, without prior written consent. The Receiving Party may disclose Confidential Information to its affiliates and/or contractors, provided that there is a need to know such Confidential Information and are bound by confidentiality obligations at least as restrictive as those herein.

The Receiving Party will return to the Disclosing Party all Confidential Information of the Disclosing Party and permanently erase all copies of such Confidential Information promptly upon the written request of the Disclosing Party.

The obligations under this Section shall continue to remain in force for a period of two (2) years after the last disclosure. The provisions of this Section shall supersede any non – disclosure agreement between the Parties entered prior to these Terms.

14. Personal Data

Augmenta respects privacy and ensures the protection of the confidentiality of the Users' personal data. For the protection of Personal Data, the Privacy Policy, as set out at

<https://www.augmenta.ag/privacypolicy> applies.

Please read these documents carefully to understand our approach and practices regarding your personal data and how we will handle it.

15. Assignment

Augmenta may assign, transfer, or sub-assign any or all of its rights and/or obligations under the present, without prior written consent and/or notice, if such assignment is made to a company affiliated with Augmenta or to a special or universal successor of Augmenta, through the purchase of part or all of its assets.

16. Applicable Law and Jurisdiction

The present is governed by and construed in accordance with the laws of Greece. The Courts of Athens have exclusive jurisdiction in any dispute that may arise as a result or in connection with the present, if not resolved amicably.

17. Force Majeure

Except for the payment obligations hereunder, neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of act of God, acts of government, flood, fire, earthquakes, technical failures, terrorist attack or other similar unforeseeable catastrophic event that prevents either Party from fulfilling its obligations under these Terms and which such Party cannot avoid or circumvent. The Services may from time to time encounter technical or other problems and may not continue to be uninterrupted. Augmenta is not responsible for any such problems or any damages resulting therefrom.

18. Miscellaneous

Augmenta may communicate with the User via email or through the Platform/ website/ tablet

(through the User's Account). These Terms constitute the entire agreement between the User and Augmenta regarding the subject matter hereof. These Terms supersede and cancel all previous written and oral agreements, communications, and other understandings relating to the subject matter hereof.

The User agrees that Augmenta may provide the User with notices, including those regarding changes to these Terms, by email or through postings to the Augmenta site. Any notice given by the User to Augmenta shall be deemed properly given and deemed received when successfully delivered by email with proof (eg. if Augmenta replies with a confirmation). Each communication and document made or delivered by one Party to the other shall be in English.

If any provision of these Terms is found to be illegal, unenforceable, or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the remaining provisions shall be unaffected and remain in full force and enforceable.

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