

USER AGREEMENT – TERMS OF SERVICE

BETWEEN:

BLUEFIELD SEEDING SOLUTIONS INC.

a corporation existing under the laws of
Canada,

(hereinafter referred to as "**BSSI**"),

- and -

The party accepting the BSSI "Terms of
Service", including by electronic means
through www.stripe.com (or similar electronic
service),

(hereinafter referred to as "**Client**").

WHEREAS the Client wishes to use the services and software owned by BSSI;

AND WHEREAS BSSI is agreeable to providing such services to the Client on the
terms and conditions set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the
respective covenants and agreements of the parties herein contained and for other good and
valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties
hereby covenant and agree as follows:

ARTICLE 1 **ENGAGEMENT**

- 1.1 The Client hereby agrees to engage BSSI to provide the Client with the software-as-a
service offering and related services, as well as any user manuals, handbooks, guides
or other documentation relating to such services (collectively, the "**Services**"). BSSI
agrees to provide the Services to the Client pursuant to the terms of this Agreement.
- 1.2 BSSI represents and warrants that the Services will be performed in a professional
manner.
- 1.3 The Services will include any other task or services that the Parties agree to in writing
from time to time ("**Additional Services**").
- 1.4 The Client hereby acknowledges and agrees to the software-related terms and
conditions relating to the Services set forth in Schedule "A" to this Agreement.

Article 2 **TERM OF AGREEMENT**

- 1.1 The term of this Agreement will begin on the date executed or accepted by the Client
(the "**Effective Date**") and will remain in full force and effect indefinitely until
terminated as provided in this Agreement (the "**Term**").

- 1.2 In the event that either Party wishes to terminate this Agreement, the Party will be required to provide 30 days' written notice to the other Party.
- 1.3 In the event that either Party breaches a material provision of this Agreement, the non-defaulting Party may terminate this Agreement immediately with written notice to the defaulting Party. In the event of such termination, the defaulting Party shall indemnify and defend the non-defaulting Party against all reasonable losses, damages, liability, costs and expenses relating to the default and termination.
- 1.4 This Agreement may be terminated at any time by mutual written agreement of the Parties.
- 1.5 Except as otherwise provided in this Agreement, the obligations of BSSI and Client will end upon the termination of this Agreement, including BSSI's obligation to provide the Client with any access to the Services. Upon termination of this Agreement, the Client shall immediately discontinue use of the Services and delete, destroy, or return all copies of BSSI's IP (as defined below) and, upon request of BSSI, certify in writing to BSSI that such BSSI IP has been deleted or destroyed.

Article 2 **COMPENSATION**

- 2.1 The Client will pay the BSSI for the Services based on the rates or pricing agreed to in any written quotation or work order furnished to the client, failing which, in accordance with BSSI's prevailing ordinary pricing. For any Additional Services, the Client will pay BSSI such other rates or pricing as the Parties may agree in writing from time to time (collectively, the "**Compensation**"). The price for the Services and any Additional Services may be modified by BSSI from time to time upon providing not less than 30 days notice to the Client.
- 2.2 The Client will be invoiced in accordance with BSSI's standard practice.
- 2.3 All fees are to be paid by the Client to BSSI within thirty (30) days following the receipt of the invoice. All fees are to be paid immediately if the Client terminates this Agreement pursuant to Section 2.2 or if BSSI terminates this Agreement pursuant to Section 2.3.
- 2.4 If the Client fails to make any payments due to BSSI and such failure continues for five days or more, BSSI may suspend the Services, including, without limitation, the Client's, and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.
- 2.5 All monetary amounts referred to this Agreement are in Canadian Dollars (CAD). The Compensation does not include sales tax or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

ARTICLE 3 **CONFIDENTIALITY**

- 3.1 The Parties acknowledge that in connection with the performance of the Services under this Agreement, the Parties will receive or have access to non-public,

proprietary and/or Confidential Information relating to the Services. Confidential Information refers but is not limited to, any information, knowhow, data, patent, copyright, trade secret, process, technique, program, design, formula, marketing, advertising, financial, commercial, sales or programming matter, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, and other data, whether oral, written, graphic, electronic, or any other form or medium whatsoever, which has been (including prior to the Effective Date) or may be exchanged between the Parties ("**Confidential Information**"). The Confidential Information shall not include the following:

- (i) Information which is or becomes generally available to and known by the public, other than as a result of the Services or material breach of this Agreement; or
- (ii) Information which is required by law to be disclosed, provided that the disclosing Party shall give prompt written notice to the other Party of such requirements, disclose no more information than is so required and cooperate with any attempts by the other Party to obtain a protective order or similar treatment.

3.2 All Confidential Information constitutes the sole and exclusive property and the Confidential Information of their respective owner, which it is entitled to protect. Each Party shall hold and maintain all Confidential Information in confidence and shall have an obligation to protect the Confidential Information from any harm, tampering, unauthorized access, sabotage, access, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or disclosure whatsoever, except as specifically authorized by the other Party in writing. The standard of care for protecting Confidential Information will be at least that degree of care each Party uses to prevent disclosure, publication, or dissemination of its own Confidential Information, but in no event less than reasonable care. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

3.3 Without the prior written consent of the other Party, each Party shall not disclose any Confidential Information to any person other than to such of its employees, officers, directors, contractors, agents, and professional advisors who need to know and, in such event, only to the extent necessary to fulfill such Party's obligations under this Agreement. Each Party shall destroy all Confidential Information, including all records, summaries, analyses, notes or other documents and all copies thereof, immediately upon request by the other Party and, if requested by each Party, will certify in writing to the Party that such destruction has occurred. The destruction of such documents shall in no event relieve the other Party of its obligations of confidentiality set out in this Agreement, with respect to such destroyed information.

ARTICLE 4
OWNERSHIP OF INTELLECTUAL PROPERTY

- 4.1 BSSI's intellectual property includes the Services and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any inventions (whether patentable or not), patents, patent applications, registered designs, and applications thereof, copyright material including computer software, technical information, and know-how, or other intellectual property provided to the Client or any Authorized User (as defined in Schedule "A") in connection with the foregoing ("**BSSI IP**").
- 4.2 The Client acknowledges that, as between the Client and BSSI, BSSI owns all right, title, and interest, including all intellectual property rights, in and to BSSI IP and, applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to any third-party products related to the Services.
- 4.3 If the Client or any of its employees, contractors or agents sends or transmits any communications or materials to BSSI by mail, email, telephone, or otherwise, suggesting or recommending changes to BSSI IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (collectively, "**Feedback**"), BSSI is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. The Client hereby assigns to BSSI on the Client's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and BSSI is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although BSSI is not required to use any Feedback.
- 4.4 The Parties shall not develop or create any intellectual property that shall be deemed to be jointly owned unless they mutually agree in writing in advance that such intellectual property shall be jointly owned.
- 4.5 Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Article 4 or Article 5, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

ARTICLE 5
DISCLAIMER AND LIMITATION OF LIABILITY

- 5.1 Except as the agreement expressly provides, the Services and all services content are provided "as is" and BSSI hereby disclaims all warranties and conditions, whether express, implied, statutory, or otherwise. BSSI specifically disclaims all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or

trade practice. BSSI makes no warranty of any kind that intellectual property of BSSI, or any products or results of the use thereof, will meet client's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free.

5.2 _____ In no event will BSSI be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and otherwise for any: (a) consequently, incidental, indirect, exemplary, special, aggravated or punitive damages; (b) increased costs, diminution in value, or lost business, production, revenues or profits; (c) loss of goodwill or reputation; (d) use, inability to use, loss, interruption, delay or recovery of any data, or breach of data or system security; or (e) cost of replacement goods or services, in each case regardless of whether BSSI was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable. In no event will BSSI's aggregate liability arising out of or related to this Agreement, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and otherwise exceed the total amount paid to BSSI under this Agreement in the 12 month period preceding the event giving rise to the claim.

ARTICLE 6
GENERAL

6.1 _____ **Assignment**

This Agreement may not be assigned by the Client without prior written consent of BSSI, which shall not be unreasonably withheld. This Agreement may be assigned by BSSI without consent of the Client.

6.2 _____ **Change of Control**

To the event that BSSI undergoes a change of control or conveys all or substantially all of its assets to a third party, BSSI shall ensure that either BSSI or the purchaser, as applicable, either: (a) assumes BSSI's obligations to the Client specified in this Agreement; or (b) terminates this Agreement in accordance with its terms.

6.3 _____ **Amendments and Waivers**

No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.4 _____ **Notices**

- (a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by fax or email or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

- (i) If to the Client, at the contact details reflected in BSSI's records.
- (ii) If to BSSI:

Bluefield Seeding Solutions Inc.
759 Darlington Road
Brookfield, PE COA 1Y0
Attention: Craig McCloskey
Email: craig@bluefieldseedingsolutions.com

- (b) Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day or if delivery or transmission is made on a business day after 5:00 p.m. at the place of receipt, then on the next following business day) or, if mailed, on the third business day following the date of mailing; provided, however, that if at the time of mailing or within three business days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.
- (c) Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this Section 7.3.
- (d) In this Section 7.3, "business day" means any day, other than a Saturday, Sunday or statutory holiday in the Province of Prince Edward Island, on which commercial banks are open for business.

6.5 Governing Law and Submission to Jurisdiction

- (a) This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by the laws of the Province of Prince Edward Island and the federal laws of Canada applicable therein.
- (b) Each of the parties hereby irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of the Province of Prince Edward Island over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts, and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

6.6 Severability

Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law but the invalidity or unenforceability of any provision or portion of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision or portion of any provision, in any other jurisdiction.

6.7 Counterparts & Effective Date

This Agreement may be executed and delivered in any number of counterparts or by electronic acceptance through an online “terms of service” portal or the like, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

The effective date of this Agreement shall be the date upon which the Client accepts the electronic “terms of service”.

6.8 Rules of Construction

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

- (a) the terms "Agreement", "this Agreement", "the Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) references to an "Article" or "Section" followed by a number refer to the specified Article or Section of this Agreement;
- (c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders;
- (e) the word "including" is deemed to mean "including without limitation";
- (f) the terms "Party" and "the Parties" refer to a party or the parties to this Agreement;
- (g) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time;
- (h) references to persons and entities shall include individuals, corporations, partnerships, firms, joint ventures, syndicates, associations, trusts, unincorporated organizations, governments, governmental agencies and other legal or business entities or organizations of any kind whatsoever; and
- (i) all dollar amounts refer to Canadian dollars.

6.9 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and thereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to such subject matter except as provided herein or therein.

[end of Agreement; schedules follow]

SCHEDULE "A"

SOFTWARE TERMS AND CONDITIONS

- Access and Use. Subject to the terms and conditions of this Agreement, BSSI hereby grants the Client a non-exclusive, non-sublicensable, non-transferable right to access and use the Services during the Term, solely for use by the Authorized Users (as defined below) in accordance with the terms and conditions in this Agreement. Such use shall be limited to the Client's internal use. For the purposes of this Agreement, "**Authorized User**" means the Client's employees, consultants, contractors, and agents (i) who are authorized by the Client to access and use the Services under the rights granted to the Client pursuant to this Agreement; and (ii) for whom access to the Services has been purchased hereunder.
- Use Restrictions. The Client shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services; or (v) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- Reservation of Rights. BSSI reserves all rights not expressly granted to the Client in this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to the Client or any third party any intellectual property rights or other right, title, or interest in or to BSSI IP.
- Ownership of Data. The Client agrees that they are the owner or have obtained permission from the owner of any Client Data to transfer, share or upload to be used in the Services. If the Client believes that any Client Data uploaded may have multiple owners, the Client has a duty to obtain each owner's permission prior to using the Services. If the Client allows a person, third party or service to upload the Client Data on the Client's behalf, the Client agrees that such person or service has permission to do so. The Client releases BSSI from any claims that someone else owns the Client Data uploaded to the Client's account.
- Suspension. Notwithstanding anything to the contrary in this Agreement, BSSI may temporarily suspend the Client's and any Authorized User's access to any portion or all of the Services if: (i) BSSI reasonably determines that (A) there is a threat or attack on any of BSSI IP, (B) the Client's or any Authorized User's use of BSSI IP disrupts or poses a security risk to BSSI IP or to any other customer or vendor of BSSI, (C) the Client, or any Authorized User, is using BSSI IP for fraudulent or illegal activities, (D) subject to applicable law, the Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, or (E) BSSI's provision of the Services to the Client or any Authorized User is prohibited by applicable law; (ii) any vendor of BSSI has suspended or terminated BSSI's access to or use of any third-party services or

products required to enable the Client to access the Services; or (iii) otherwise in accordance with the Agreement (any such suspension described in subclause (i), (ii), or (iii), a “**Service Suspension**”). BSSI shall use commercially reasonable efforts to provide written notice of any Service Suspension to the Client and to provide updates regarding resumption of access to the Services following any Service Suspension. BSSI shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BSSI will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that the Client or any Authorized User may incur as a result of a Service Suspension.

6. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, BSSI may monitor the Client's use of the Services and collect and compile data and information related to the Client's use of the Services that is used by BSSI in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services (“**Aggregated Statistics**”, and “**Client Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of the Client or an Authorized User through the Services¹). As between BSSI and the Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by BSSI. The Client acknowledges that BSSI may compile Aggregated Statistics based on Client Data input into the Services. The Client agrees that BSSI may (i) make Aggregated Statistics publicly available in compliance with applicable law, (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, and (iii) use Aggregated Statistics in any manner that BSSI sees fits, including without limitation selling Aggregated Statistics to third parties; *provided that* such Aggregated Statistics do not identify the Client or the Client's Confidential Information. For the avoidance of doubt, BSSI IP includes Aggregated Statistics and any information, data, or other content derived from BSSI's monitoring of the Client's access to or use of the Services, but does not include the Client Data. The Client may opt out at any time from aggregated data collection and sharing by notifying BSSI.

7. Client Responsibilities.

- 7.1 General. The Client is responsible and liable for all uses of the Services resulting from access provided by the Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, the Client is responsible for all acts and omissions of its Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by the Client will be deemed a breach of this Agreement by the Client. The Client shall use all reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to

¹ It is expected that the Client Data may include: (i) Agronomic Data - crop and field information, such as planting data, seed type, yield, disease and pest management application, fertilization, and prescriptions; and (ii) Land Data - soil and fertility data, topographical, elevation, watershed, and drainage data, geospatial information, and tillage and conservation data.

such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

7.2 Compliance with Laws. The Client shall comply with all laws in connection with Client's use of the Services, including Privacy Laws (as defined below).

8. Data Protection.

8.1 Responsibility for Client Data. The Client will be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property rights ownership or right to use the Client Data. BSSI will not be liable to the Client for the deletion, correction, destruction, damage, loss or failure to store the Client Data. The Parties will comply with all applicable data protection and privacy laws, including *the Personal Information Protection and Electronic Documents Act* (Canada) (the "**Privacy Laws**"), if and as such Privacy Laws are applicable. The Client further represents and warrants that it has provided or will provide all legally-required notices, has obtained or will obtain all legally-required consents and is otherwise compliant with all laws to ensure that the Client and BSSI may collect, use, disclose, and otherwise process the Client Data in accordance with the Agreement without violating any laws, including the Privacy Laws.

8.2 Client's ability to delete Client Data. The Client may delete the Client Data at any time. Deleting previously uploaded data will not cause previously Aggregated Statistics to be deleted, but future aggregation will not include the Client's deleted data. The Client may delete Client Data after termination or non-renewal of the Services.

8.3 Portability. The Client can request a download of the Client Data at any time as long as the Client maintains an active account with BSSI. In some circumstances, the Client Data may not be retrievable in its original format.

8.3 Modifications. BSSI may revise this Agreement from time to time. BSSI will notify the Client by email or when the Client uses the Services of any revisions. By continuing to use the Services after the revisions become effective, the Client agrees to be bound by any updated version of this Agreement.

8.4 Data Storage. Client Data is stored on servers rented by BSSI from reliable service providers. BSSI takes reasonable and customary security measures to protect the privacy and security of the Client Data. In the event of a data breach, natural disaster or other unforeseen event that causes the Client Data to be deleted or compromised, BSSI will notify the Client as required.

8.4 Subcontractors. To the extent that BSSI engages any subcontractors or third parties to perform any of the Services, or who will otherwise have access to the Client Data, BSSI shall ensure that those persons comply with BSSI's obligations to the client (including with respect to data security) set out in this Agreement.

- 8.5 Client Indemnification. The Client shall indemnify, hold harmless, and, at BSSI's option, defend BSSI from and against any losses, damages, liabilities, costs including reasonable legal fees resulting from any third-party claim that the Client Data, or any use of the Client Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or applicable laws relating to the protection of Personal Information and any third-party claims based on the Client's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by BSSI or authorized by BSSI in writing; or (iv) modifications to the Services not made by BSSI, provided that the Client may not settle any third-party claim against BSSI unless BSSI consents to such settlement, and further provided that BSSI will have the right, at its option, to defend itself against any such third-party claim or to participate in the defence thereof by counsel of its own choice.
- 8.6 Privacy Policy. BSSI will treat personal information, including personal information of Authorized Users, in accordance with its prevailing privacy policies, which are subject to change, from time to time.