



EQUIPMENT PURCHASE and SERVICE AGREEMENT

This Equipment Purchase and Service Agreement (“Agreement”) is entered into by and between Ranch Systems, Inc, a California Corporation, located in Novato, California (“Ranch Systems”) and the person or entity that has identified itself to Ranch Systems and manifested acceptance to this Agreement (“Customer”). This agreement is in effect as of the date that Customer manifested acceptance as indicated in Ranch Systems’ electronic records.

1. **Scope.** This Agreement concerns equipment (“Equipment”) purchased by Customer from Ranch Systems or an authorized Ranch Systems reseller (“Authorized Seller”), as well as Ranch Systems Services (“Services”) provided by an Authorized Seller to Customer for purpose of operating such Equipment. The Services may be provided without Equipment purchase, as is the case when Customer already owns suitable Equipment for which an Authorized Seller provides Services. The Services provided under this agreement are outlined in Section 4: Services.
2. **Term.** The term of the Agreement shall be for an initial minimum period of twelve (12) months from the date of manifested acceptance as indicated above. Thereafter, the term shall automatically renew annually until terminated by either party as outlined in Section 9: Termination.
3. **Equipment.** Under this agreement Customer may purchase either Equipment or Services or both. Equipment may refer to Ranch Systems manufactured equipment or equipment from third parties. All Equipment purchased by Customer will be the sole property of Customer. The Authorized Seller provides wireless connectivity options, data storage, and software services for the Equipment under Sections 4-5. Additional Equipment can be added subsequent to Agreement acceptance with a corresponding adjustment to service fees from that point forward for the duration of the Agreement.
4. **Services.** Ranch Systems provides an annual cloud software platform, data storage, and service plan (“Software Service Plan”) which is required to operate the Equipment. The Software Service Plan includes all normal access and use charges for cellular wireless networks, data storage, and on-line software and access portal (“Ranch Systems Cloud Software” or “Ranch Cloud”) as well as basic phone and email support. Other services available for Customer beyond basic phone and email support include optional services such as Premium Field Service (equipment field maintenance) or Agronomic Services provided by an Authorized Seller.

Ranch Systems will maintain Customer data in the secure Ranch Cloud database for the duration of the Agreement period and for up to thirty (30) days subsequent to contract termination as detailed in Section 9: Termination. Ranch Systems processes and/or controls data under the terms of the Ranch Systems Privacy Policy, which describes the data collected, how the data is used, and how persons identified in data can request removal of data. All data collected through Equipment purchased by Customer is the property of Customer and will not be shared with other parties without consent of Customer. At any time, Customer can export all collected data in a human readable format (such as comma-separated text format) through the Reports tab provided in the Ranch Cloud on-line software.

5. **Software Service Plan Fee.** Customer shall pay a recurring Software Service Plan fee calculated annually based upon Equipment covered, as per current Authorized Seller price list. The Software Service Plan includes the following:
 - a. **Wireless Data Connectivity** Ranch Systems equipment sends and receives data utilizing wireless networks. As part of the Software Service Plan, Ranch Systems ensures the equipment correctly communicates with the appropriate network(s) and covers all charges from the cellular provider(s) utilized. Any administrative and support issues related to a required cellular network operation is provided and managed by Ranch Systems.
 - b. **Database Storage.** Ranch Systems ensures all field data is transmitted from the field station(s) and stored in a secure central database. Ranch Systems utilizes redundant storage data centers protecting data from catastrophic damage to any single data center.
 - c. **Online Software Access and User Portal.** Access to Ranch Systems on-line software and user portal for viewing, managing data, and utilizing functions provided by the online software. The software, user portal, mobile app, and functions provided evolve over time to meet customer requirements. Customer is permitted as many individual user accounts as needed, within reasonable limits.
 - d. **System Monitoring.** Ranch Systems monitors and maintains the Ranch Systems on-line software service 24 hours a day, 7 days a week to identify and resolve system issues as soon as possible. The online software also provides features for alerting Software Service Plan users when equipment is experiencing abnormal conditions

such as, but not limited to, failing to communicate or having low battery. The basic Software Service Plan does not cover proactive equipment troubleshooting or repair.

- e. **Basic Phone and Email Support.** To assist Customer in resolving any other issues with the Ranch Systems equipment and software, the Authorized Seller provides phone and email support during normal business hours.
 - f. **Premium Support and Services.** The Authorized Seller may provide proactive support and services under auxiliary premium field services and/or support package(s). These packages are specific to local markets and are contracted separately with the Authorized Seller.
 - g. **Agronomic Services.** The Authorized Seller may provide agronomic services utilizing Ranch Systems equipment. These services are specific to local markets and are contracted separately with the Authorized Seller.
6. **Intellectual Property.** All software, analyses, and/or other intellectual property developed by Ranch Systems remains, at all times, the sole property of Ranch Systems for use, provision, and modification at its sole discretion. All data collected remains the sole property of Customer and will not be shared with others without consent by Customer.
 7. **Limited Warranty.** Warranty obligations of Ranch Systems are limited to the terms set forth below: Ranch Systems, Inc. warrants hardware products manufactured and sold by Ranch Systems against defects in materials and workmanship for a period of TWO (2) YEARS from the date of original purchase. Products that are substantially manufactured by a third-party manufacturer but integrated into a solution sold by Ranch Systems shall be covered only by the warranty provided by that third party, typically 1 (ONE) YEAR. If a defect exists, at its option Ranch Systems will (1) repair the product at no charge, (2) exchange the product with a new product that is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. A replacement product/part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage. When a product or part is exchanged, any replacement item becomes the property of Customer and the replaced item becomes the property of Ranch Systems. When a refund is given, the defect product becomes the property of Ranch Systems. It is the responsibility of Customer to ship the defect product back to the Ranch Systems facility for warranty repair or exchange. To obtain warranty service Customer must deliver the product to the nearest wholly-owned Ranch Systems facility at the expense of Customer. Ranch Systems will return repaired product at the expense of Ranch Systems by common carrier to any return address within the United States as directed by Customer. For return service outside the United States, Customer is responsible for costs in excess of the common carrier cost to ship to nearest major city inside the United States. It is the sole and exclusive responsibility of Customer to determine the suitability of any and all products for use by Customer. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF RANCH SYSTEMS BEYOND THE WARRANTY SET FORTH IN THIS SECTION ABOVE. THIS EXCLUSION MEANS THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND NO IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THIS EXCLUSION ALSO MEANS THAT RANCH SYSTEMS GRANTS NO IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, AND NONE SHALL ARISE OUT OF ANY SALE UNDER THIS AGREEMENT OR OUT OF EITHER PARTIES' CONDUCT.
 8. **Limited Liability.** Ranch Systems or its Authorized Seller shall not be liable for direct, indirect, incidental or consequential damages, including, without limitation, damages or harm to business, lost profits or lost revenues (however arising, including negligence), whether or not Ranch Systems or its Authorized Seller has been advised of the possibility of such damages. Ranch Systems or its Authorized Seller shall not be liable for any damage that Customer may suffer arising out of use, or inability to use, the services or products provided hereunder.
 9. **Termination.** After the initial twelve (12) month period covered under this agreement: a) Customer may terminate the Agreement by giving thirty (30) days prior written notice; or b) Ranch Systems may terminate the Agreement by giving twelve (12) months written notice. Either party may terminate the Agreement if other party is in substantial breach of obligations under this Agreement, and this breach has not been remedied thirty (30) days from written notice. Ranch Systems will keep Customer data and provide on-line access for a period of thirty (30) days subsequent to Agreement termination. From that point forward sole responsibility for data transfer, storage, and upkeep resides with Customer. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.
 10. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way.
 11. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assignees. Ranch Systems may transfer this Agreement in whole or in part. In the event the ownership of Customer changes, this Agreement shall remain valid and be transferred to the new owner for the duration of the then applicable term.

Customer agrees to place any purchaser of its business on notice of this Agreement, and to require any such purchaser to become successor to this Agreement.

12. **Force Majeure.** If performance hereunder is prevented or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention or interference.
13. **Arbitration.** In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to use best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement to the extent they are not affected by the dispute. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place in San Francisco, California. All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than fifteen (15) days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to change, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration and to award costs to the prevailing party. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction.
14. **Governing Law.** This Agreement will be governed in accordance with the laws of California as applied to agreements wholly executed and performed in California.
15. **Notices.** Notices to the parties of disputes arising under this Agreement shall be delivered in person or sent by certified mail. All other notices may be sent by regular mail or by confirmed fax.
16. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both parties.