



# GrapeVision End User License Agreement

This Grapevision End User License Agreement constitutes a legally binding agreement ("Agreement") between yourself and Bayer Crop Science Schweiz AG, Peter Merian-Str. 84, 4052 Basel, Switzerland ("we", "us" or "BAYER"). The use of the Grapevision App is subject to the general terms and conditions established in this Agreement. In case you have purchased access to the App via the Bayer Webshop AgroCloud this Agreement will apply in addition to the General Terms and Conditions of the Bayer Webshop AgroCloud. In case you have purchased access to the App via a third party (e.g. a distributor) this Agreement shall apply in addition to any contract that you have concluded with such third party.

By clicking "Accept" when setting up your Grapevision account in accordance with Section 1.3 showed below, you declare and guarantee that (i) you are concluding this Agreement as an Entrepreneur as defined in the General Terms and Conditions of the Bayer Webshop AgroCloud), e.g. in connection with your business activities as a farmer, and (ii) are at least 18 years of age and (iii) agree to be bound by this Agreement. If you are accepting this Agreement on behalf of a company or other legal entity, you represent that you have the power of attorney to bind the entity, in which case "you" and "your" will refer to yourself and such entity. **If you are not 18 years of age or older, or do not agree to this Agreement, you cannot use the Grapevision App.** You are solely responsible for complying with all requirements for access to or use of the Grapevision App via the Internet or other telecommunications providers (including, but not limited to, terms relating to the use of any additional required software).

BAYER administers the App and continues to develop it on an ongoing basis. BAYER reserves the right to discontinue this App or to modify it or its functions in whole or in part.

BAYER reserves the right to adjust the license fees during the term of this Agreement, especially at the beginning of a renewal period. BAYER will inform you in writing or in text form with reasonable notice about any such adjustments. In this case, you have a special termination right with a notice period of 14 days if you do not agree to the adjustment of the license fees. If you do not exercise your special termination right, it will be considered as your agreement to the adjustment of the license fees.

BAYER additionally reserves the right to modify Agreement in whole or in part. Except in respect of the assignment of this Agreement to one of BAYER's Affiliates in accordance with Section 5.4, any changes to this Agreement will be effective after we have posted them on our website at <https://agrocloud.bayer.com/> and in the App and you have clicked "Accept" before continuing to use the Grapevision App. If you do not agree to the revised Agreement, you must stop using the Grapevision App.

## I. Grapevision App

### A. Function of the App:

The Grapevision App intends to predict the likelihood of the outbreak of vine disease and help the farmers to define their crop protection applications more accurately.

#### 1. Limitation of Liability

The following restrictions apply to the information generated by the App:



The information is generated by highly complex algorithms. The App provides access to a decision-making and reasoning support tool; by its nature it is particularly subject to the climatic hazards of the plot. An algorithm cannot take every detail of an individual case into account.

The algorithms are constantly trained using new and updated data that serves as the basis for the information offered. BAYER compiles this data with professional care to the best of its knowledge, but offers no guarantee of the correctness, completeness and timeliness of the data. Errors in a data set can lead to erroneous results.

Since the App is under continuous development, its functionalities are expanded and improved on an ongoing basis. The respective trained categories (e.g. crops) can be viewed in the App.

BAYER therefore assumes no guarantee or other liability, either expressly or tacitly, for the correctness, completeness, or timeliness of the information contained in this App.

We therefore recommend that you check all the information you obtain from this App (e.g. through third-party experts or other sources of knowledge) prior to using it in whatever form. If you require more detailed information about this App, please contact us at <https://www.bayer.com/en/>

By using this App, you declare that you agree to access the App and its content at your own risk.

Neither BAYER nor any third parties involved in the creation or provision of this App can be held liable for damage or injury resulting from access or the impossibility of access, or from the use or impossibility of use, of this App or from the fact that you have relied on information provided in this App.

Exempt from this are claims for compensation of damages arising from injury to life, limb, or health or the breach of material contractual obligations (cardinal duties) and liability for other losses resulting from the willful or grossly negligent breach of obligations by BAYER, its legal representatives, or its vicarious agents. Material contractual obligations are those which must be fulfilled in order for services to be performed. In the event of the breach of material contractual obligations, BAYER is liable only i) for the typical foreseeable losses relevant to the contract in cases of simple negligence, except in cases of claims for compensation of damages arising from injury to life, limb, or health and only ii) for an amount that does not exceed the amount you have actually paid for the license of use of GrapeVision during the 12 months preceding the date on which the corresponding claim occurs. These restrictions also apply in favor of BAYER's legal representatives and vicarious agents in the event that claims are raised against them directly. The above provisions shall not affect liability under applicable mandatory product liability laws.

BAYER assumes no guarantee or other liability as to whether you can achieve specific desired results by using the App.

We do not guarantee any results, neither the Grapevision App nor the BAYER Generated Works (as defined in Section 3.2 below) should be used as a substitute for sound agricultural practices, including regular and diligent field monitoring, or as the sole means of making agricultural, risk management or financial decisions. We recommend that you consult your agronomist, commodity agent, and other service professionals before making financial, risk management, and agricultural decisions. Please note that any decisions based on the results obtained through the use of the App are the exclusive responsibility of the user. Likewise, the responsibility for deciding on a treatment with plant protection products lies solely with the user. We therefore recommend that you check all information you receive, before you use it in any form.

In particular BAYER assumes no guarantee or other liability, if products are not used pursuant to the applicable laws (e.g. compliance with the pre-harvest intervals or with any other restrictions described in the product's registration or label).

Please note that the accuracy of the algorithms has been assessed taking into consideration the EPPO climatic zones. The scope of accuracy of the App is the Mediterranean and Maritime EPPO climatic zones [France, Italy, Spain, Portugal]. If you visit the APP or download its content from a



location other than those countries, please note that BAYER cannot guarantee the algorithm's accuracy and the content of the APP (eg. Varieties, registered products) in this location. In particular, it is your responsibility to ensure that you act in compliance with the legislation applicable in that relevant location.

EPPO Zone shall mean European and Mediterranean Plant Protection Organization (EPPO): Zones of comparable climate in the EPPO region as defined in EPPO Standard PP 1/241 Guidance on comparable climates for the purposes of efficacy evaluation trials on plant protection products.

## 2. Websites of Third-Party Vendors/Links

The App may also contain links to third-party websites. These links to third-party websites do not constitute approval of their contents by BAYER. Neither does BAYER accept any responsibility for the availability or the contents of such websites or any liability for damage or injury resulting from the use of such websites, of whatever form. BAYER offers no guarantee that information on such websites is of consistent quality. Links to websites are provided to App users merely for the sake of convenience. BAYER offers no guarantee that the linked websites provide information of consistent quality on a given topic. Users access such websites at their own risk. The choice of links should in no way restrict users to the information on the linked websites.

### B. Personal Data:

In order to be able to offer the Grapevision App, we must collect, share and use certain personal data within the meaning of Article 4 (1) of the General Data Protection Regulation (GDPR) about you ("Personal Data"). The way we process your Personal Data and additional relevant information on data privacy can be found in our Data Privacy Statement, which is available at <https://www.grapevision.com/#/terms and agreements>.

### C. Grapevision Account:

You must create a Grapevision account in order to access the Grapevision App ("**Grapevision Account**"). When you create a Grapevision Account, you will be asked to provide certain information about yourself, such as email address and password ("**Account Information**").

### D. Login Information:

You agree to maintain the confidentiality of your Grapevision Account username and password ("**Login Information**") and to prevent unauthorized users from using your Login Information to access the Grapevision App. You are solely responsible for the activities of anyone accessing the Grapevision App using your Login Information and for ensuring that all users of your Grapevision Account comply with this Agreement. You must immediately inform us of any unauthorized use of your Grapevision Account and promptly change your login password if you believe that your Grapevision Account is no longer secure.

### E. License:

You are granted the license to use the Grapevision App. Subject to the terms of this Agreement, BAYER grants you and those authorized by you, a limited, revocable, personal, non-exclusive, non-transferable right to access and use the Grapevision Application and the BAYER-Generated Works, solely for your commercial use. We do not grant you any rights or licenses in any of our technologies or intellectual property rights, except as expressly granted in this Agreement.

### F. Restrictions:

You agree to NOT:

- (a) use the Grapevision App on plots that you are not authorized to use;



(b) sell, rent, loan, license, export, re-export, otherwise transfer, distribute, redistribute, copy, publicly display or perform, transmit or publish the Grapevision App or BAYER Generated Works or assign, transfer or sublicense this Agreement or the rights granted by us in this Agreement without our prior written agreement.

(c) remove or modify any trademark or notice of our proprietary rights or the proprietary rights of our licensors or violate or circumvent any security feature of the Grapevision App or even attempt to do so.

G. Commercial specialties mentioned on the App

The products mentioned on this App may be offered in packaging with a different appearance or size, with lettering or marking that varies depending on the country.

The products mentioned on this App are exclusively reserved for professionals: plant protection products must be used with caution. Before any use, make sure that it is essential. Whenever possible, favor alternative methods and products presenting the lowest risk for human and animal health and for the environment, in accordance with the principles of integrated protection. Before use, read the label and product information. For authorized uses, doses, conditions and restrictions of use: refer to the product label or product sheet. The user is responsible for verifying that the plant protection products have marketing authorization before any use.

If a product approved for treatments against downy mildew, powdery mildew, black rot or botrytis on wine grapes is missing from the product lists available on the application, users can request an update from the editorial manager to the address of the publisher of the site present in the legal notices

H. Technical characteristics of the products

The technical characteristics of the specialties against downy mildew, powdery mildew, black rot and botrytis taken into account on the App must be validated by users, and remain by therefore under the entire responsibility of the user of the App. The App provides access to a program management tool intended exclusively for treatments on wine grapes, and cannot under any circumstances be used for the management of treatments on table grapes.

I. "Regulatory Compliance" functionality

The "Regulatory Compliance" functionality is a compliance control module which integrates most of the rules and recommendations in force.

In the event of regulatory changes during the campaign, BAYER will endeavor to integrate these new rules as quickly as possible, but cannot be held responsible for possible updating defects.

J. Weather data

The weather data available on the App comes from a third party weather data provider and possibly from private weather stations owned or rented by the user. The third party weather data provider provides the weather forecasting data. As such, all information provided by the weather forecasting is given for information purposes only and is in no way contractually or otherwise guaranteed. No guarantee is given as to the correctness, precision or completeness of the information made available. Any decisions made based on weather forecasts are the responsibility of the user. Under no circumstances can BAYER be held responsible for any direct or indirect damage arising from the use or inability to use weather data provided through the App.



The user can add certain private weather stations in the App in order to improve the accuracy of forecast or past weather data. Access to these private stations arise from a contract with a third party, therefore Bayer cannot be held responsible for the accuracy of the data transmitted to this App as well as for any direct or indirect damage arising from the use or impossibility of using these private stations.

## II. APP UPDATES

BAYER has the unlimited right, but not the obligation, to provide the App with improvements, updates or supplements (such as, for example, the addition or removal of functions or the update of security components) at any time. We will make reasonable efforts to notify you of any changes we make to the App, although this may not always be possible. An improvement, update or addition may result in a change or discontinuation of functions of the App .

## III. DATA

### A. Farm Data & Feedback:

The Grapevision App may require you or your authorized users to upload, input, transmit, store or otherwise make available to BAYER information about your farm, such as geolocation, crops planted, and treatments applied or planned to be applied to the plot ("**Farm Data**»). You may not be able to use certain features of the Grapevision App if you do not provide this information, as the operation of the Grapevision App depends on it. As between you and BAYER, you are the owner of all Farm Data. To the extent permitted by applicable law, you grant us a non-exclusive license to access, use, reproduce, display, modify, and prepare derivative works based on your Farm Data for the purpose of providing you with the Grapevision App and related support, for our internal operations and our research and development purposes, and for the purpose of implementing this Agreement. If you submit comments or suggestions about the Grapevision App, we may use them without any obligation to you. To the extent that Farm Data contains Personal Data about you, we will treat it as described in our Data Privacy Statement available at [https://www.grapevision.com/#/terms\\_and\\_agreements](https://www.grapevision.com/#/terms_and_agreements) .

### B. BAYER Generated Works:

We own any work that we generate ("**BAYER Generated Works**"), including data (including aggregated data), tools, analyses, results, estimates, predictions, prescriptions, recommendations and other information generated, published, displayed, transmitted or made available to you on or by the Grapevision Application, except for your Personal Data or other Farm Data, regardless of whether the Work Generated by BAYER is related to Personal Data or other Farm Data.



## IV. TERM AND TERMINATION

### A. Term of the Agreement:

This Agreement shall be effective from the moment you click "Accept" when setting up your Grapevision Account in accordance with Section 1.3 above until terminated by you or Bayer pursuant to the below Sections or by you pursuant to the special termination right mentioned on page 1 above in view of a change of the license fees.

In addition, you or BAYER may terminate this Agreement in accordance with the Sections below.

### B. Account Deletion Requests:

You may request that we permanently delete your Grapevision Account by sending an email to <https://www.bayer.com/en/> or by sending us written notice as set forth in Section 5.3. If you delete your Grapevision Account, this Agreement terminates with immediate effect, subject to any subsisting provisions of this Agreement.

### C. Termination for breach:

Either you or BAYER may terminate this Agreement with immediate effect if the other party materially breaches this Agreement. For example, we may terminate this Agreement if your continued use of the Grapevision App violates the terms of this Agreement or any applicable law or regulation despite a corresponding warning from us.

### D. Additional Termination Rights:

We may terminate this Agreement at any time with a notice period of 30 days, for example, if we cease to offer such Grapevision Application.

### E. Survival:

The rights granted to BAYER under Section 2 and any other rights or obligations of the parties under this Agreement which, by their nature, would continue beyond the termination, cancellation, suspension or expiration of this Agreement, shall survive the termination, cancellation, suspension or expiration of this Agreement.

## V. MISCELLANEOUS

### A. Force Majeure:

Neither you nor BAYER shall be in breach of this Agreement or liable for any damages caused by the delay or failure to perform any of your obligations under this Agreement, due to circumstances beyond the control of the complaining party.

### B. Place of jurisdiction and applicable law:

The provision on place of jurisdiction and applicable law as provided in the General Terms and Conditions of the Bayer Webshop AgroCloud shall apply to this Agreement and all conduct, controversies and causes of action arising out of or in connection with this Agreement.

### C. Notifications:

Notifications from either party in relation to the Grapevision App may be made by email or by physical method. Such notification shall be deemed to have been received by the receiving party at the time of delivery or transmission or, in the case of email, 48 hours after dispatch. By installing, downloading, activating, or using a Grapevision License, you expressly consent and agree that all notifications, including, but not limited to, all commercial communications from either party in



connection with the Grapevision App, the BAYER Generated Works, and this Agreement, may be provided electronically to the primary email address provided in your Grapevision Account. **It is your responsibility to keep your account information up to date so that we can communicate with you electronically.** Any legal notice to be given to BAYER should be sent to: Bayer CropScience Schweiz AG, Peter Merian-Str. 84, 4052 Basel, Switzerland or by e-mail to: <https://www.bayer.com/en/> . If we send a notice to the primary email address on file and it is incorrect, outdated, blocked by your Licensee, or otherwise unable to receive electronic communications, we will be deemed to have sent you the notice. If electronic notifications sent to you are returned because the email address is invalid, we may deactivate your account, in which case you will not be able to use it until you update the information and provide a valid, working email address. You can change your primary email address at any time in your account settings or by sending an email to: <https://www.bayer.com/en/> . In the body of such request, you must indicate your old email address and your new email address.

D. Assignment:

You cannot assign or transfer this Agreement or any rights or obligations hereunder (by assignment, according to law or otherwise) without the prior written approval of BAYER. Any attempted assignment or transfer of this Agreement to any person shall be deemed null and void *ab initio* and without validity. Any breach of this provision shall constitute a material breach of this Agreement. However, BAYER may assign this Agreement at any time to one of its Affiliates without your consent. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.