DynaCrop Terms and Conditions

1. DynaCrop Specification:

1.1. DynaCrop is a digital farming service ecosystem based on Earth Observation (EO) and other data, especially from the EU Copernicus program.

1.2. DynaCrop serves for the purposes of the decision-making of a qualified agriculture person.

1.3. DynaCrop is provided as a Solution-as-a-Service, therefore the parties would conclude an outsourcing contract with the following business Terms and Conditions (the "***Terms***"):

2. Basic Outsourcing Terms and Conditions:

2.1. DynaCrop Services are provided by: **World from Space, s.r.o.**, a Czech limited liability company with a registered seat at Pellicova 624/3, Brno, Czech Republic, Company ID: 06403166, VAT ID: CZ06403166 ("***DynaCrop***")

2.2. These Terms form an integral part of the agreement for the provision of Services made between DynaCrop and the Client ("***Contract***").

2.3. Due to regulatory reasons, DynaCrop does not offer its solution to Clients who qualify as a consumer according to applicable consumer protection laws; the Client shall notify DynaCrop prior to using the services if they wish to use the DynaCrop services for non-professional use.

2.4. As long as the Client uses the DynaCrop solution, the Client:

- pays the monthly/annual fees as defined below
- is entitled to use the support services as defined below

2.5. These Terms apply to all Services of DynaCrop offered through its webs: www.dynacrop.space and/or www.worldfrom.space („***Site***" and „***Sites***").

3. Scope of Supply:

3.1. The DynaCrop solution ("***Service***", "***Services***") includes:

- Automated satellite data analysis
- Services updates and upgrades, new or enhanced features
- Access to DynaCrop ecosystem (REST API, frontend application, QGIS plugin, marketing materials, sales training, etc.)
- Remote technical and sales support

3.2. The Services are provided through Sites, through white-labelled Software-as-a-Service applications hosted at DynaCrop's servers ("**WebApp**"), and/or via access to DynaCrop's Services via API or QGIS plugin.

4. Data Sources:

4.1. The Services are provided with the following limitations and assumptions:

4.1.1.Copernicus Data:

- EU law grants free access to Copernicus Sentinel Data and Service Information for the purpose of the following use in so far as it is lawful: a) reproduction; b) distribution; c) communication to the public; d) adaptation, modification and combination with other data and information; e) any combination of points See more details on the use of Copernicus Sentinel data and Service information.
- Tracing based on Sentinel imagery is allowed for commercial purposes as well.
- Acknowledgement or credit of the Copernicus Sentinel data collection acquired through the Services should be provided by including a line of text citation such as the example shown below.

Contains modified Copernicus Sentinel data.

4.1.2. PlanetScope Data:

- The Services may include derivative products generated using PlanetScope satellite imagery.
- All rights to the underlying PlanetScope imagery remain with Planet Labs PBC and its licensors. The Customer does not obtain any rights to access, extract, reproduce, or redistribute the underlying imagery.

4.2. In case that the WebApp uses the browser's location sharing, it is solely for the purposes of increasing the Services performance. The location-sharing is not mandatory and Services may be used with location sharing disabled.

4.3. DynaCrop may change the features and functions of the Services, including APIs, and the terms of the SLA may change over time. The client is responsible to make sure that calls or requests that they make to the Services are compatible with then-current APIs as stated in DynaCrop's public technical documentation. DynaCrop will endeavour to avoid changes to its APIs that are not backwards compatible. If any such changes become necessary, DynaCrop will use reasonable efforts to notify the Clients prior to implementation.

4.4. The scope of Services, their limitations and price plans are stated at Sites. DynaCrop may update the Services and price plans, such updates apply as of the date of its notice unless notified otherwise. In case that such modification diminishes the Client, the Client may withdraw from the unused portion of Services and request for refund of the unused portion of prepaid Services in writing within 29 days from the notice publication.

5. Unlawful and Other Unauthorized Uses:

5.1. The Services may not be used for any unlawful purpose and must comply with all local rules regarding online conduct and acceptable content.

5.2. The Services may not be used in any manner that could damage or overburden the Services or interfere with any other party's use of the Services.

5.3. The Client may not engage in other unacceptable use of the Services, which includes:

- Disseminating material that is abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious;
- Aiding or implementing practices violating basic human rights or civil liberties;
- Disseminating or storing material that infringes the copyright, trademark, patent, trade secret, or other intellectual property rights of any person;
- Creating a false identity or otherwise attempting to mislead others as to the identity or origin of any communication;
- Exporting, re-exporting, or permitting downloading of any content in violation of any export or import law, regulation, or restriction of the European Union and its agencies or authorities, or without all required approvals, licenses, or exemptions;
- Interfering with or attempting to gain unauthorized access to any computer network;
- Transmitting viruses, Trojan horses, or any other malicious code or program;
- Engaging in any other activity deemed by DynaCrop to be in conflict with the spirit or intent of these Terms.

5.4. The Client may not, nor may permit any third party to, modify, create derivative works from, reverse engineer, or attempt to derive any source code from the Site's software.

6. Account, Dashboard:

6.1. Prior to using the Services, the Client creates a user account („***Account***") by registering at Site („***Registration***").

6.2. At Registration, the Client provides true and correct information about their identification, contact and invoice data. Upon Registration, the Client obtains access to the user dashboard.

6.3. It may also be possible to register via a Facebook account, Google account, email address or Apple ID registration. In the case of Registration through an existing account, the Client is obliged to check the accuracy of the data that have been transferred from the existing account, and in the event of their inaccuracy or outdated information, and correct it immediately. It is not possible to complete the Registration without entering the data marked as mandatory.

6.4. The user dashboard („***Dashboard***") is an overview of Services available to the Client, offers and communications. Besides that, the parties may communicate by other means, preferably by email.

6.5. The Client is responsible for all use of the Services under their account, whether or not authorized, including any use of API keys.

6.6. When using DynaCrop's APIs, each request to an API must include one of the Client's account unique API keys.

6.7. If the Client enters into this Contract on behalf of their company or another legal entity, the Client represents that they have the authority to bind that entity to these Terms.

7. Protection of information:

7.1. The information entered by the Client during the Registration will be protected in accordance with legal regulations and will be available within the Dashboard to a limited extent.

8. Closing or cancelling an Account:

8.1. The Contract may also be terminated by cancelling the Account, both by the Client and/or by DynaCrop. Cancellation of the Account has the same effects as termination of the Contract without notice. The timeline for deleting the personal data is 30 days. Information relating to orders and payments shall be archived and stored for the purposes of accounting and tax obligations and for the protection of rights for a maximum of 10 years in accordance with Article 17 (3) of the GDPR. After this time, the data will be deleted.

9. Consequences of the Closing of the Account:

9.1. Closing of the Account results in denying access to the Services. However, by closing the Account, Client´s obligation shall not cease which have arisen during the term of the Contract and have not been fulfilled so far (e.g. duty to compensate damage, or other obligations etc.), nor such provisions of the Contract shall cease that should remain in existence even after its termination.

10. Change of the Access Data:

10.1. DynaCrop shall be entitled to change the access data to the Account (username and password) for an urgent technical or safety reason without the Client's consent, in particular on the assumption that such measure is necessary for the due provision of the Service. DynaCrop shall inform the Client of such changed access data (username and password) without undue delay.

11. DynaCrop Journey:

11.1. Upon the agreement of both sides and payment of the price, the Client obtains access to trial use of DynaCrop Services, so-called DynaCrop Journey (the „*Journey*"). The Journey grants limited access to all DynaCrop features and may be used for non-commercial use for the purposes of business development. Therefore, the Clients are encouraged to use the Journey for integration with their Services and to offer it to the Client's end-users, as long as the Clients do not charge their end-users for Journey Services.

11.2. The Journey is limited to 200 ha of registered area, 100 polygons and max. 6 months if not agreed otherwise. After that period, the Account remains but the Client may not use the Services without subscribing to any of the price plans.

11.3. During the Journey, the compensations and warranties of DynaCrop do not apply.

12. The Contract:

12.1. The Client may enter into the Service contract by placing a purchase order or by any other (semi)automated means offered by DynaCrop.

12.2. The Services purchase order states the level of Services the Client has access to (number of indices, functions, etc.).

12.3. DynaCrop confirms the acceptance of the purchase order and enables the Client to use the Services without undue delay. Such acceptance of the purchase order constitutes an obligation of the Client to pay the Services fees, regardless of whether the Client actually used all available Services.

12.4. The Client is responsible for any inaccuracy of the data that they provided during the Registration and/or the purchase order.

12.5. Unless agreed otherwise, the Contract is concluded for the period stated in the purchase order (provided that DynaCrop accepts such purchase order) and may be prolonged automatically. Unless the Client unsubscribes from the Price plan, they will be charged the same amount for the same Services for the same period of time. The automatic prolongation may apply repeatedly.

12.6. If the Client unsubscribes and/or the Services are not paid for whatever reason, their User Account remains active but no Services are available.

13. Warranty Services, Post-warranty Support:

13.1. DynaCrop warrants that its Services meet the agreed specifications and other Service-related requirements and that such works and Services are provided free from any faults. Specifications of DynaCrop's products and technical data required for its use are specified at the Sites.

13.2. DynaCrop guarantees that its Services shall be provided with 99 % availability.

13.3. The Services shall be considered fully or partially unavailable when Service is inaccessible from any location (in which case availability for the API for the relevant time period will be calculated as the fraction of API requests that are failing worldwide). DynaCrop will do its best to avoid interrupting the Service during peak hours.

13.4. Uptime in a month will be calculated across APIs based on the uptime of each individual API used during the month, weighted by the fraction of all Client's API requests accounted for by each API during that month. For purposes of this guarantee, a "month" means a period of 30 consecutive days.

13.5. In case of the outage of the paid Services, DynaCrop provides the following compensation:

13.6. Compensation:

Total Available Uptime (across all APIs) per month	**Extension of a prepaid period for each registered polygon**
100% - 99%	0 days
99% - 95%	5 days
95%- 85%	10 days
Less than 85%	15 days

13.7. To receive compensation, the Client must contact DynaCrop within 30 days following the end of the unavailability via email at dynacrop@dynacrop.space and include the dates and times of unavailability. If DynaCrop confirms that the uptime percentage in a month covered by the request is below 99,0 %, DynaCrop grants the compensation. Compensation is added to the end of the prepaid term for the Service, and cannot be exchanged for, or converted to, monetary compensation.

13.8. This Extension of a prepaid period is a sole and exclusive remedy (and DynaCrop's sole liability) for the unavailability of the Services. These free Services constitute the final and only compensation for any outages of the Services.

14. **Limitations:**

14.1. A period of unavailability is excluded from the Service level guarantee, and will not count towards unavailability calculations for purposes of compensations, if:

- the unavailability is due to scheduled maintenance notified at least 5 days in advance;
- the unavailability is due to Data providers failing to provide the data;
- if the Client is in breach of Contract (including overdue payment obligations), or the unavailability is otherwise due to Client's actions;
- the unavailability is caused by factors outside of DynaCrop's reasonable control, including a force majeure event; internet access problems; blocking, filtering, or censorship of our Services by a government or other third party; or other problems beyond DynaCrop's Services.

15. Support:

15.1. In case of outages or other problems, DynaCrop will address all Client's claims related to malfunctions of any part of DynaCrop solution (e.g. software glitches, non-consistent software outputs).

15.2. DynaCrop provides support primarily in the Czech, Slovak and English languages, and upon previous agreement in other languages as well.

15.3. The support is provided remotely, the on-site Services are not available.

15.4. Any problems shall be notified to DynaCrop's Service Desk, which is a single point of contact, available 24 x 7 x 365. The same applies to any requests and suggestions for Service improvement, new functions etc. The Client shall notify the Incident to DynaCrop's contact:

Service line e-mail	support@dynacrop.space

15.5. If the Client provides the access to Services to their end-users, the support is provided to the Client, the end-users of Client may not contact DynaCrop directly, only through the Client.

15.6. Prior to contacting DynaCrop's support line, the Client shall consult the technical documentation/manuals available at docs.dynacrop.space, try to identify the malfunctions, and be able to describe the effect of the reported incident to DynaCrop, ie. the screenshots, logs, polygon id, endpoint description.

15.7. Once DynaCrop receives the notification alert, DynaCrop will:

- open ticket in DynaCrop support system
- contact the Client within the reasonable time
- provide the work-around solution if applicable
- resolve the problem as soon as possible

15.8. A special support channel (Whatsapp group, Slack channel, etc.) may be established for individual clients.

16. Liability Limitation:

16.1. The Parties agreed that in the case when a claim for damages is filed based on the legal relationship between the Client and DynaCrop, DynaCrop shall be liable only for actually sustained damage duly proven and substantiated by the Client and such damages shall not exceed 50% of the aggregate fees for the Services paid in the three-months period that directly precedes the month in which such damage was sustained.

16.2. DynaCrop shall not be liable to the Client for any indirect, accidental and subsequent damage consisting in, for example, a failure to generate the expected profit, loss, contracts, data, operating time or loss of use of any equipment or process, or for a failure to achieve the expected results concerning the operations of the undertaking or a failure to meet any business plan. Furthermore, DynaCrop shall not be liable for any damage caused by: (i) Force Majeure circumstances; Force Majeure circumstances refer to wars,

storms, fire, floods, pandemics and any other natural disasters, riots, civil unrest, state interventions of all kinds, air disasters, etc.; (ii) unusual or so far not known computer viruses; (iii) malpractice on the part of the employee, cooperating person or contract partner of the Client, or a third party; (iv) incorrect, incomplete or delayed information provided by the Client, its cooperating persons or their contract partners; (v) inadequate technical means supplied by the Client, its cooperating persons or their contract partners, including licence coverage; (vi) insufficient assistance provided by the Client, its cooperating persons or their contract partners. (vii) A violation of payment obligations of the Client

17. Indemnification:

17.1. The Client agrees to indemnify and hold harmless from any claim or demand, including reasonable attorneys' fees arising out of:

- the use of the Services;
- the violation of these Terms;
- the Client‘s end users’ use of the Services in or through an application or Client’s Service;
- the content that the Client or their end users submit, post to, extracts from, or transmit through the Services.

17.2. The limitation period for claims against DynaCrop – based on whatever legal ground – shall be 12 months (24 months in case Client is a consumer) from the date of delivery to the Client and in case of tortious claims, 12 months (24 months in case Client is a consumer) from the date the Client becomes aware or could have become aware of the grounds giving rise to a claim and the liable person, had the Client not been grossly negligent. The provisions in this clause shall neither apply in cases of intentional or grossly negligent breaches of duty.

17.3. Under no circumstances, and under no legal theory, including negligence, shall DynaCrop or its affiliates, contractors, employees, agents, or third-party partners or suppliers, be liable for any special, indirect, incidental, consequential, or exemplary damages (including loss of profits, data, or use or cost of cover) arising out of or relating to these Terms or that result from your use or the inability to use the Site, including software, Services, maps, content, user submissions, or any third party sites referred to on or by the Site, even if DynaCrop or DynaCrop’s authorized representative has been advised of the possibility of such damages.

17.4. In case of a breach of contractual obligations, defective deliveries or tortuous acts, DynaCrop’s liability – limited to compensation damages or expenses, and subject to any other contractual or statutory conditions for liability – applies only if DynaCrop has acted intentionally or with gross negligence or in cases of minor negligence.

17.5. There is no indemnification of the loss which exceeds the damage that has been anticipated by the liable party at the time of entering into the Contract as a possible consequence of its breach of the obligation or which could have been

anticipated taking into account the fact at the time mentioned above the liable party was aware of or with due care should have been aware of.

17.6. No warranties**:** To the fullest extent permissible pursuant to applicable law, DynaCrop disclaims all warranties, statutory, express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of proprietary rights. No advice or information, whether oral or written, obtained by you from DynaCrop or through the Site, will create any warranty not expressly stated herein.

17.7. DynaCrop shall make its best effort to provide fault-less Services free of any errors, viruses and other harmful components, and advise the Clients to take usual security measures and precautions.

17.8. The use, access, or download of software, Services, maps, or content through the Site (including RSS feeds) or any third party sites referred to on or by the Site at the Client's own discretion and risk.

17.9. Certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If the Client resides in such a jurisdiction, some or all of the above disclaimers, exclusions, or limitations may not apply, and the Client may have additional rights. The limitations or exclusions of warranties, remedies, or liability contained in these Terms apply to you to the fullest extent such limitations or exclusions are permitted under the laws of the applicable jurisdiction.

18. Price, Payment Terms:

18.1. The Client shall pay to DynaCrop the Services fee according to chosen Price plan stated at the Site, in Dashboard or agreed between the Parties by any legally binding manner of communication.

18.2. The price is paid for each polygon registered in the DynaCrop service, if not agreed otherwise.

18.3. The Services lasts for the set period of time since the registration of the polygon (year, month, etc.), regardless of when the Client actually paid the fees.

18.4. The Service fees for each registered polygon are paid at the end of a month when the polygon was registered in the DynaCrop system unless the Service is prepaid for a certain period of time (year, etc.).

18.5. At the end of each month, the Client is paying for all the new polygons registered in DynaCrop service with a specific Price plan, and for all polygons for which the price plan has been renowned, prolonged, or where the Price plan has been upgraded.

18.6. In case the price plan is changed for a cheaper option within the prepaid time, DynaCrop is not providing any return of the paid subscription.

18.7. Besides that, DynaCrop may charge the fees for agreed Services such as:

- Implementation assistance

- Features on-demand, provided that the Parties have agreed so
- Additional costs that resulted from the Client's additional demands, and the price of additional Services and supplies, if agreed and provided.

18.8. The price is exclusive of value-added tax and other charges and/or applicable local taxes.

19. Charges and Payment:

19.1. DynaCrop prefers payment by credit/debit card.

19.2. DynaCrop uses a payment solution provided by a third party. For this reason, DynaCrop creates an account at the payment service provider solely for the purposes of invoicing and payment by card. Thus, DynaCrop will not get access to the Client's bank card number. Other than that, DynaCrop does not share the Client's personal data and will do its best to avoid sharing any personal identification of the Client at all.

19.3. Therefore, the Client is obliged to keep sufficient funds on the card account so that the card balance covers estimated costs/fees for the next period.

19.4. DynaCrop may charge Client's credit card on an ongoing basis in advance of providing Services or as needed for prepayments for Client's subscription Services fee, any applicable sales taxes, and any other charges you may incur in connection with your use of Services. The subscription fee is billed in full on the first day of each billing period, unless and until you cancel your subscription.

19.5. DynaCrop is not responsible for any bank fees, interest charges, finance charges, overdraft charges, or other fees resulting from charges billed. Currency exchange settlements will be based on agreements between you and the card provider.

19.6. All charges are non-refundable unless expressly stated otherwise, or otherwise provided by applicable law.

19.7. The payment shall be considered to have been made on the day the payable sum is received by DynaCrop. Bills of exchange and cheques shall not be deemed payment until after they have been honoured and will be accepted without any obligation to make a timely presentation and timely protest. Bank charges related to effectings of payments in compliance with the appropriate Contract which originate outside the territory of the Czech Republic shall be debited to the Client.

19.8. DynaCrop doesn't refund nor credit the payments for Services that haven't been consumed by the Client for reasons other than those caused solely by DynaCrop. In case that any fees according to this contract are not duly paid, DynaCrop may charge the contractual penalty of 0.25% per day up until the full payment of all outstanding debts.

19.9. Clients may only withhold or offset due payments against their own counter-claims if these are uncontested or have been found to be legally binding.

20. Services Suspension:

20.1. In case that any of the fees are not duly paid, DynaCrop may cease to provide any and/or all Services until the full repayment and remove all entrusted data temporarily or forever. Such interruption of Services does not interrupt the Client's obligation to pay any fees as specified herein.

20.2. In case that the payment card provider does not proceed with the payments for any reason, DynaCrop may suspend any and/or all of its Services.

21. Support Fee:

21.1. As long as the malfunction or problem falls within DynaCrop's warranty, the solution will be provided free of charge.

21.2. If the problem results from the use of DynaCrop solution that was outside the operation instructions, by unsupported operation by the Client or third person, or wrongful act, DynaCrop may charge the fee for problem resolution at a rate of 50 EUR for every hour spent on Services provided via remote access, especially in cases where the problem was preventable by the Client or if the problem caused by the Client occurs repeatedly.

22. Client Satisfaction Surveys, Records, Complaints:

22.1. DynaCrop will measure Client satisfaction through Client surveys. The aim is to ensure and check that DynaCrop meets the quality requirements and that the Clients receive the appropriate Services. In case the Client surveys should show the need for improvements, DynaCrop shall be obliged to discuss and implement verifiable improvement measures.

22.2. DynaCrop automatically reports every use of the Services for the purpose of billing. The Client may access these records anytime. Any complaints related to the accuracy of DynaCrop's records shall be raised within 14 days from the moment when the fee is charged. Should the claim be found legit by DynaCrop, the refund will be deducted from the next payment.

23. Communication:

23.1. The Client shall appoint their representative responsible for communication with DynaCrop. This person shall be in charge of all communication between DynaCrop and the Client.

23.2. The Client confirms that all provided data and statements are true, especially as for the specification of their personal and contact data. If there is any change

of such personal data or it is inaccurate, then the Client shall immediately update such data in the Dashboard (to the possible extent) or immediately inform DynaCrop about this fact by e-mail or phone.

24. Confidentiality and Data Protection:

24.1. For the purposes of this Contract, all information which the Parties provide one another in relation to their activity and intentions prior to the signature of this Contract and in the future, either in written or verbal form or via technical means and which will be expressly designated as “confidential”. In addition, all information concerning price and payment conditions, source materials and information concerning directly either Party is regarded as confidential even without the aforementioned designation (particularly trade secret, information on activities, structure, economic results, know-how, projects under preparation, etc.) with the exception of information or facts which are publicly available or which will become publicly available otherwise than by violation of this Contract, or with the exception of cases when such disclosure of protected information results from the fulfilment of duty imposed by law or when such disclosure is subject to a prior written and express consent of the Party concerned.

24.2. The confidentiality obligation and the obligation to protect Confidential Information under this Contract shall apply to all third parties which either Party invites, based on prior consent of the other Party, to be present at partial meetings or who learn Confidential Information otherwise.

24.3. Either Party is authorized to disclose Confidential Information to a third party only based on prior consent of the other Party and it shall be understood that such consent may be conditioned by the requesting Party's duty to oblige such a third party in writing to treat such information as confidential, namely at least within the scope prescribed by this Contract. The aforementioned provision shall not affect the obligations of the Parties imposed by legal regulations applicable to the treatment of information specified as confidential by such regulations. The following information shall not refer to or shall cease to be referred to as the confidential information: (i) information belonging to the public domain at the time of disclosure to either Party, (ii) information which will belong to the public domain after it has been disclosed to either Party with the exception of cases when such information becomes the property of the public domain due to a violation of obligations of the Party under this Contract, (iii) information probably known to the Party before disclosure thereof, and (iv) information which either Party is obliged to disclose to authorized persons based on generally binding legal regulations.

24.4. The confidentiality obligation shall survive the expiry of this Contract by three years.

24.5. In the case of violation of the confidentiality obligation, the Party, who violated the confidentiality obligation and in the case that the Party enriched itself, shall deliver to the other Party proceeds from such enrichment. The aforementioned facts shall not affect the entitlement to damages.

24.6. The Client shall not use DynaCrop's name in any promotional material without DynaCrop's prior written consent. The consent shall cover only the promotional material described in the contractor's request and shall only apply for the approved time period.

25. GDPR:

25.1. The DynaCrop solution is set up as personal-data protection laws compliant. It does not use any personal data of the end-user unless explicitly agreed. In such a case, DynaCrop will publish and update its GDPR policy in accordance with EU law. Unless explicitly agreed, DynaCrop will not disclose any personal data to third parties.

26. Duration of the Contract:

26.1. Besides termination as permitted by the contract, either party may terminate the Contract for reasons defined by law or for reasons defined in this Contract.

26.2. Termination for Convenience: the Client may terminate this Contract for any reason by providing notice and closing the Account for all Services. DynaCrop terminates this Contract for any reason by providing you at least 30 days advance notice.

26.3. DynaCrop shall be entitled to close the User Account (i.e. withdraw from the Contract) to any Client, particularly in cases:

- if the Client breaches these Terms, including presentation of an untrue statement; or
- if DynaCrop suspects the Client of possible lawless conduct or of unfair ethical conduct. Unfair ethical conduct means in particular such conduct by which the Client tries to misuse the Service;
- This Contract may also be terminated by the withdrawal of either Party in case of a substantial breach of obligations arising from the Contract by the other Party, the injured Party may withdraw from this Contract with immediate effect. In such a case this Contract shall expire upon delivery of a written notice of withdrawal to the respective Party.

26.4. A substantial violation of the Contract shall refer i.e. to the following:

- repeated poor or non-performance or non-provision of the Services for reasons that can be attributed to the Service Partner;
- fundamental asset deterioration that endangers Contract fulfilment or a voluntary liquidation/dissolution;
- criminal offences, breaches of applicable data protection law;
- a fundamental change in the control and/or ownership structure, which existed at the time the Contract was concluded, with more than fifty per cent (50 %) of the subscribed capital or subscribed voting stock being purchased by a third party and this change having negative impacts on the interests of the affected party.

26.5. The breach of these Terms and/or license terms. By rescission of the Contract, all rights and obligations of the parties arising from the agreed Contract shall

lapse. Rescission of the Contract, however, does not affect either the right to receive compensation for the loss sustained due to the breach of the agreed Contract, or contracting provisions related to the governing law and settlement of disputes between the contracting parties.

27. Data Migration, Export, Account Closing or Suspension:

27.1. The limited license granted by this Contract terminates automatically, without notice, if the Client breaches any of these Terms.

27.2. Upon cancellation or suspension, the Client's right to use the Services will stop immediately. The Client is responsible for backing up data that they use with the Services. If DynaCrops cancels the Account in its entirety without cause, it will refund on a pro-rata basis the amount of payment corresponding to the portion of Service remaining right before the Account cancellation.

27.3. DynaCrop shall not bear liability for any loss and/or damage to the Client's data.

27.4. Unless the Services are renewed and paid, the User Account remains active and accessible through the Dashboard until one of the Parties disables the User Account.

28. No new business entity:

28.1. For the avoidance of doubt, the parties acknowledge, agree and declare, that their agreement establishes and will only be construed as establishing a contract between unrelated business entities for the provision and purchase of certain Services and does not and will not be deemed to create a joint venture, partnership, fiduciary or an agency relationship between the Parties for any purpose.

29. Software License:

29.1. As long as the Client uses DynaCrop solution and pays the due fees, the Client receives the non-exclusive, non-transferable, revocable, territorially unlimited license, including any enhancements, upgrades and technologies as for the present software, including new versions.

29.2. The Client may sub-license the data resulting from the use of Services to any third part (end-user), including:

- Use the Services within 3rd party applications; and
- Use the Services to develop online Services and online, desktop, or mobile applications; and
- Make the Services available to end-users in connection with their use of your online Services and online, desktop, or mobile applications.
- Create printed and online media or videos.

29.3. Within the Journey period the Services may be used only for non-commercial purposes, for research and business development.

29.4. The Client acknowledges that the legal regulations applicable in the countries outside the Czech Republic may not necessarily enable using the Services. DynaCrop reserves the right to change the territorial extent of the License additionally.

30. Industrial Property Rights, Copyrights:

30.1. In the event of claims against the Client because of breach of an industrial property right or copyright in using deliveries or Services supplied by DynaCrop in accordance with the contractually defined manner, DynaCrop shall be responsible to obtain the right for the Client to continue using such deliveries or Services, provided that the Client gives immediate written notice of such third-party claims and DynaCrop' rights to take all appropriate defensive and out-of-court actions are reserved. If despite such actions, it proves impossible to continue using the deliveries or Services supplied by DynaCrop under reasonable economic conditions, it shall be understood as agreed that DynaCrop may, at the discretion of DynaCrop, modify or replace the particular delivery or Service for the removal of a legal deficiency, or take back such delivery or Service with refunding of the sales price previously paid to DynaCrop.

30.2. The Client shall have no further claims alleging infringement of industrial property or copyrights provided DynaCrop has neither violated essential contractual duties nor intentionally or grossly negligently breached contractual duties.

31. Publicity:

31.1. The Client agrees that DynaCrop may present the Client in its marketing communication, and will participate by means of reference visits, press releases, case studies, audiovisual presentations including but not limited to promotional videos and VR releases.

31.2. During the term of this Contract, the Client hereby grants to DynaCrop a worldwide, non-exclusive, royalty-free, non-transferable license to use Client's trademarks, Service marks, and logos for the purpose of identifying the Client as DynaCrop's Client to promote and market the Services.

32. Miscellaneous:

32.1. Obligations arising from this Contract shall pass to legal successors of the Parties, where applicable. The Provider is entitled to assign its claims on the Client to third parties even without the Client's consent.

32.2. The Parties undertake to settle any disputes arising from this Contract and in relation thereto, preferentially by negotiations, which means by agreement of the contact persons on the part of the Provider and of the Client, or, where applicable, by agreement of the statutory bodies of the Provider and of the Client.

33. Validity of certain provisions; severability:

33.1. If any provision of this Contract is found to be invalid or incomplete, the validity of the remaining Terms and provisions shall not in any way be affected. In this case, the Contract's provisions shall be determined on the basis of the relevant statutory provisions.

34. Changes to these Terms:

34.1. The current wording of these General Conditions shall be available on DynaCrop Sites.

34.2. DynaCrop reserves the right to modify these Terms at any time by posting the changed Terms on the Site. All changes shall be effective immediately upon posting; therefore, the Client is advised to check these Terms periodically for changes. Continued use of the Services after the posting of changes constitutes the Client's binding acceptance of the new Terms.

35. Choice of Law:

35.1. Any contractual and other relations established in conjunction with the agreed Contract or rights and obligations of the parties arising from legal relation constituted by way of the agreed Contract and the present Terms shall be governed exclusively by the Czech law with the exclusion of the international conflict of laws provisions thereof and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), provided that Client is a merchant, a legal person under public law or a special fund under public law.

35.2. Legal relationships arising from the Contract and these Terms that are not expressly regulated by the Parties shall be governed by the applicable provisions of the Czech Civil Code, and other laws and generally binding regulations. The interpretation of the Terms and the Contract shall be governed first by the provisions of the Czech Civil Code or other legal regulations as a whole and only then by the applicable trade usage (that is, also the provisions of such regulations that are not of a coercive nature take priority over the trade usage). The Parties do not wish any rights and obligations to be implied beyond the scope of the express provisions of the Terms and the Contract from the current or future practise established between the Parties or the established practice in general or the practice in the business related to the object of this

Contract unless it is expressly agreed otherwise in the Terms of the Contract. In addition to the above, the Parties confirm to each other that they are not aware of any trade usage or practice existing between them.

35.3. Amicable dispute resolution. Any and all disputes between the Parties arising from the Contract or in connection therewith shall be settled by the Parties in particular amicably and without useless delays.

35.4. Courts and CTIA: Should the Parties fail to find a resolution pursuant to the preceding article within thirty days they may submit their dispute to the relevant common court or the Czech Trade Inspection Authority at any time. The Czech Trade Inspection Authority (http://www.coi.cz/) is entitled to extrajudicial resolution of consumer disputes in the event where the consumer is a party to the agreement from which the dispute in question arose. The Czech Trade Inspection Authority, however, is not entitled to make a binding resolution in the matter. Common courts of the Czech Republic have jurisdiction to make binding resolutions on all disputes.

35.5. Both parties to the agreed Contract undertake to settle any potential disputes in conjunction with the concluded Contract amicably. Parties to the agreed Contract have also explicitly agreed that in case that potential disputes arising between them in conjunction with the agreed Contract fail to be settled amicably, all disputes arising from the present Contract and/or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic by one arbitrator appointed by the President of the Arbitration Court.

35.6. Any claims held against DynaCrop may not be assigned to third parties.

35.7. The sale, resale and disposal of goods and Services including any associated technology or documentation may be governed by Czech, EU, US export control regulations as well as by the export control regulations of further countries. Any resale of goods to embargoed countries or to denied persons or persons that use or may use the goods for military purposes, ABC weapons or nuclear technology is subject to an official license. The client declares with their order the conformity with such statutes and regulations and that the goods will not directly or indirectly be delivered into countries that prohibit or restrict the import of such goods. The client declares to have obtained all licenses required for export and import.

36. Final Provisions:

36.1. Termination of the Contract: The rights and obligations of the Parties to these General Conditions shall not terminate by the expiration of the term of the Contract; such rights and obligations shall survive until they are satisfied.

36.2. Severability: Should any provisions of these General Conditions or the Contract prove invalid, such fact shall be without prejudice to the validity of the Contract or these General Conditions as a whole. The Parties shall agree on new provisions that shall supersede the existing provisions and that shall be as

close as possible to the original purpose. Such new provisions may also be contained directly in the Contract.

36.3. The Parties have agreed that the following provisions of the Civil Code shall not apply to the relationships established by the Contract: Section 557, Section 1799, Section 1800 and Section 1805 (2).

36.4. The Client assumes the risk of a change in circumstances within the meaning of Section 1765 of the Civil Code.

36.5. The Parties exclude the application of Section 1740 (3) of the Civil Code under which the Contract is entered into even in the absence of full compatibility of the Parties' manifestation of will.

36.6. Rights arising from the Contract or a breach thereof shall lapse within a limitation period of two (2) years of the date on which the particular right could have been exercised for the first time.

36.7. Entire agreement: The Contract constitutes the entire agreement regarding the subject matter of the Contract. The Contract supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the parties, whether written or verbal.

36.8. The Client hereby confirms that it is aware of the following important arrangements contained in these Terms and Conditions and that it understands and expressly accepts the arrangements: (i) a shorter payment period; (ii) the entitlement to set off any claims; (iii) limitation of the Client's right to damages; (iv) the exclusion of protective provisions regulating adhesion contracts, exclusion of interpretation to the detriment of a petitioner and the exclusion of a limit on default interest.

Validity and effectiveness: These Terms and Conditions shall be valid and effective from September 1st 2026.

Jan Labohý

CEO, World from Space s.r.o.