

TERMS OF USE AGREEMENT

Introduction

These Terms of Use govern your access and use of the JRP Seed & Seedling Management System (SSMS) and the content, information, and services performed or provided by or through it. SSMS is made available by JRP Solutions Ltd. (“JRP”) only to the user (“you”) under these Terms of Use and in accordance with the Privacy Policy (together, the “Agreement”).

Scope

This agreement states the subscription terms and conditions under which you may use the JRP Seed & Seedling Management System (SSMS). Please read the terms and conditions carefully. By using the Software, you (on your behalf and on behalf of any company, if applicable, that is subscribing to use the software) are consenting to be bound by and are becoming a party to this agreement. If you do not accept all of the terms and conditions of this agreement, do not use the software.

References to “you” or “your” in this agreement means the person and/or company (if applicable) that is using the software.

NOW THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, the parties agree as follows:

1. Definitions

1.1 Definitions. The following definitions shall apply:

- “Agreement” means this Terms of Use Agreement between JRP and you;
- “Initial Payment” means the initial fee for entering into this Agreement;
- “JRP” means JRP Solutions Ltd.;
- “Renewal Payment” means the subscription fee (the amount of which will be set by JRP from time to time) for renewing this Agreement for one additional year; and
- “Software” means the JRP Seed & Seedling Management System (SSMS) and includes the following;
 - (a) all code, modules, and programs associated with SSMS;

- (b) any related data files, rules, parameters, materials, and documentation;
- (c) any modifications, customizations, improvements, or bug fixes with respect to SSMS; and
- (d) any associated third-party software that JRP may, in its sole discretion, supply to you.

2. Permitted Uses

You must not, and you must not request or authorize another person to:

- (a) distribute, sublicense, rent, lease, or otherwise provide copies or any rights in relation to the Software to others;
- (b) modify, enhance, reverse-engineer, decompile, disassemble, or create other products or software based on the Software, and you will not assist others to do so;
- (c) engage in any activity that interferes with a user's access to the Software or the proper operation of the Software, or otherwise causes harm to the Software, the Company, a Third Party, or other users of the Software;
- (d) interfere with or circumvent any security feature of the Software or any feature that restricts or enforces limitations on user of access to the Software;
- (e) attempt to gain unauthorized access to the Software, computer systems or networks connected to the Software, through hacking, password mining, or any other means and from engaging in activities that are not in compliance with applicable laws;
- (f) harvest or otherwise collect or store any information of third parties;
- (g) use the Software or any data obtained through the Software for the purpose of sending any unsolicited or unauthorized advertising, solicitations, promotional materials, or spam; or
- (h) otherwise violate this Agreement.

We will delete or request removal of accounts and/or users at our discretion and without liability, for unacceptable or prohibited use. We may choose not to give notice or explanation. We also reserve the right to take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Software.

3. Consent to Use of Data

3.1 When creating an account or login and using the Software, you will be asked to provide certain corporate and personal information. JRP will collect, store, use and disclose this information in accordance with the Privacy Policy.

By agreeing to the terms of this Agreement, you agree to the collection, use and disclosure of your corporate and personal information as outlined in the Privacy Policy.

4. Updates

3.1 From time to time, JRP will provide updates to the Software. The terms of this Agreement will govern any update to the Software provided by JRP that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

Some updates to the Software may be optional or require some action on your part, for example when you must download and install an update to an App. If you do not complete the installation of the update, the Software may not function properly or at all.

5. Links

5.1 Any references to third party information are provided solely as a convenience to you. These references do not and should not be taken as implying an endorsement or approval of any kind of the content or reliability of those references or the activities of the people, organizations, and/or businesses responsible.

6. Copyright and Ownership

6.1 Ownership. JRP owns and retains all rights, title and interest in and to the Software, including without limitation all copyright, trademark, associated documentation, and intellectual property rights therein. You agree to protect the Software from any unauthorized use, reproduction, distribution, or publication, in electronic or physical form.

6.2 Copyright. The Software and any associated documentation are protected by copyright, and any unauthorized use or copying and any breach of this Agreement constitutes copyright infringement.

6.3 **Confidential Information.** You agree not to disclose, furnish, or make accessible to anyone any confidential information received from JRP. Such confidential information includes, but is not limited to, the source and executable code of the Software, any related documentation, any pricing information, and this agreement itself. Your obligation not to disclose, furnish, or make accessible to anyone confidential information shall survive any termination of this Agreement.

6.4 **Unauthorized Use.** You shall prevent any unauthorized access (including access by unauthorized users) to the Software. You shall promptly inform JRP of any unauthorized access (or suspected unauthorized access) or any unauthorized users (or suspected unauthorized users) to the Software. Unauthorized access includes, but is not limited to, using third-party products for the purposes of manipulating, viewing, disclosing, or using the internal structure of the Software or for creating a database, data dictionary, or data model.

You may not rent, lease, lend, sell, redistribute or sublicense the Software. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software, any updates, upgrades, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of the rights of JRP and its licensors. All rights in the Software not expressly granted to you are reserved by JRP or its licensors.

6.5 **Marketing.** You agree that JRP may list your (or your company's) name on JRP's marketing materials as being a user of the Software. You also agree to provide reference assistance to JRP from time to time, upon reasonable request from JRP.

7. Provision of Software

7.1 **Access.** Upon your consent to the terms of this Agreement and upon receipt by JRP of the Initial Payment from you, JRP shall permit you access to the Software for your use under this Agreement.

7.2 **Updates.** During the term of this Agreement, JRP will provide you with all new releases, revisions, and bug fixes commercially released by JRP during the term of this Agreement. Such updates may be provided by JRP from time to time, as JRP considers necessary.

7.3 **Support Services.** JRP will provide reasonable services for the support and maintenance of the Software. Support will only be provided for (1) the current release and version of

the Software in effect; and (2) any preceding releases of the Software for a period of one year from the date of issuance of the current release.

8. Term and Payment

- 8.1 Initial Term. The initial term of this Agreement is one (1) year from the date of this agreement.
- 8.2 Renewals. The Agreement may be renewed for additional one-year periods upon receipt by JRP of the Renewal Payment before the expiry of the current term. Upon any such renewal(s), the terms and conditions of this Agreement shall continue in effect.
- 8.3 Additional Licenses. Additional licenses purchased during the term of this Agreement shall expire with the current term.

9. Termination

- 9.1 By JRP. If you violate any of the terms or conditions under this Agreement, JRP may seek to terminate this Agreement by providing notice to you describing the non-compliance. If you have not cured any such non-compliance after ten (10) days of the notice, JRP shall have the right to immediately terminate this Agreement.
- 9.2 Effect of termination. Upon termination, you shall immediately cease using the Software and delete and remove all copies of the Software from your computer system(s). All copies of any associated documentation shall also be deleted or returned to JRP.

10. Limitation of Liability and Warranty

- 10.1 Limitation of Liability. JRP shall not be liable for any losses or damages incurred by you, whether direct, indirect, incidental, special, exemplary, or consequential, arising from the use of, or the inability to use, the Software, regardless of whether you have advised JRP or JRP has advised you of the possibility of such loss or damage. JRP's aggregate liability in respect of any and all such claims will be limited to the amount of the Initial Payment.
- 10.2 Warranty. JRP warrants that it is the owner of the Software and has the right and authority to grant the license set out in this Agreement. JRP does not warrant, guarantee, or make any representations that the Software will meet your requirements or that your use of the Software will be uninterrupted or error-free. No other verbal or written information provided by JRP will create a warranty, and you will not rely on any such

information. This warranty replaces all express or implied, and, where lawful, statutory warranties, including implied warranties of merchantability and fitness for particular purpose.

11. General

- 11.1 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes previous verbal or written agreements between the parties concerning the Software.
- 11.2 **Amendments and Modifications.** JRP may modify or amend this Agreement from time to time. JRP will give you written notice of modifications to the Agreement by any reasonable manner of notice which it elects and your use of the Software after the effective date of the modifications as set out in such notice constitutes your agreement to such modifications.
- 11.3 **Severability.** If a provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.
- 11.4 **Relationship of the Parties.** This Agreement does not constitute a partnership or a joint venture between the parties. Nothing in this Agreement shall be construed as creating a partnership, a joint venture, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other.
- 11.5 **Assignability.** Neither this Agreement nor any part hereof shall be assignable by you. This Agreement may be assigned by JRP.
- 11.6 **Succession.** The rights and obligations under this Agreement shall enure to the benefit of and be binding on the successors and assigns of the parties.
- 11.7 **Equitable Relief.** You agree that any breach of this Agreement by you would cause irreparable harm, and that, in event of any such breach, in addition to any other remedies at law, JRP shall have the right to an injunction, specific performance, or any other equitable relief to prevent the continuous violations of the terms of this Agreement.
- 11.8 **Notices.** Notices to JRP shall be in writing and shall be deemed delivered when delivered by courier, registered mail (with return receipt requested), or by hand to the following address:

JRP Solutions Ltd.
1785 Riverside Lane
Courtenay, British Columbia
Canada V9N 9W2

- 11.9 Jurisdiction. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any dispute arising under this Agreement.
- 11.10 Governing Law. This Agreement shall be governed by the laws of the Province of British Columbia. The *United Nations Convention on Contracts for the International Sale of Goods* shall not apply to this agreement.