

GENERAL TERMS AND CONDITIONS
Of
TOPCON PRECISION AGRICULTURE EUROPE S.L.
(hereinafter referred to as "**Topcon**")

ARTICLE 1 – APPLICABILITY

- 1.1 These general terms and conditions (the "**Terms and Conditions**") will apply to all offers and contracts of sale (including Topcon Software) and/or services (hereinafter "**Products**" or "**Services**") agreed between Topcon and the purchaser (the "**Purchaser**"/"**you**") as well as to any delivery of Products or render of Services of whatever nature and under whatever name carried out by Topcon.
- 1.2 Upon placing the order, the Purchaser declares that: (i) is aware that any contract with Topcon is subject to these Terms and Conditions; (ii) received a copy of the following Terms and Conditions in advance; (iii) has read and understood these Terms and Conditions beforehand; and (iv) accepts each of the stipulations they contain, along with their express incorporation to the contract.
- 1.3 Any other Terms and Conditions differing from these, as well as any modification of these Terms and Conditions, will have no legal effect unless they have been expressly agreed to in writing by Topcon.
- 1.4 Unless expressly agreed otherwise in writing, all future purchases of Products by the Purchaser will be subject to these Terms and Conditions.
- 1.5 If these Terms and Conditions are contrary to or incompatible with the provisions in the specific agreement(s) agreed by Topcon and Purchaser, the provisions in the relevant specific agreement will prevail. Possible arrangements deviating from these Terms and Conditions will not be enforceable, unless Topcon has agreed in writing to such deviations. With respect to future agreements, Purchaser will not be able to derive any rights from any possible deviations in the past.

ARTICLE 2 – OFFERS, ORDERS AND CONCLUSION OF AGREEMENT

- 2.1 All Topcon's offers or quotations are made without any engagement and solely for informative purposes.
- 2.2 Topcon reserves the right to revise the offers and prices before accepting any Purchaser's order and, as the case may be, after accepting the order, in accordance with the provisions of Article 3 of these Terms and Conditions.
- 2.3 Orders placed by the Purchaser must specify the name of the requested Products or Services, the quantity, preferred delivery date and specific requirements for the Products or Services ordered.
- 2.4 Purchaser guarantees the accuracy and completeness of the information provided to Topcon by or on its behalf, on which Topcon bases its offer. Topcon will not be liable for the lack of conformity of the Products or Services with respect to any specifications that were not notified to Topcon at the time of placing the order.
- 2.5 The signatory signing a purchase or other agreement with Topcon must have sufficient authorization to legally bind the company the signatory represents or works for to a purchase agreement. If this is not the case, the signatory is personally bound to the purchase agreement.
- 2.6 An agreement between Topcon and Purchaser will be validly entered into and become binding, upon Topcon's confirmation, in writing, of the Purchaser's order or, was it the case, upon execution of the order by Topcon.
- 2.7 These Terms and Conditions will form an integral part of the agreement between Purchaser and Topcon upon conclusion of such agreement according to Article 2.6.
- 2.8 Any change to an order after the confirmation by Topcon will have no effect, unless express approval in writing by Topcon,

ARTICLE 3 - THE PRICES

- 3.1 Except as agreed otherwise, all prices are based on delivery EX WORKS (Topcon's warehouse located Avenida de la Industria, 35 Tres Cantos, Spain) (as such term is defined in the Incoterms 2010). All prices exclude V.A.T., import and export duties and any other taxes and impositions.
- 3.2 Prices given in quotations, estimates, price schedules or other documents issued by Topcon prior to confirmation of the order are not binding on Topcon, barring the existence of a prior agreement. The final price will be the one applicable on the date the order is confirmed.
- 3.3 In the event changes occur in cost price factors (such as costs of (raw) materials, government measures, freights, exchange rates, taxes etc.) after the confirmation of the order, Topcon is entitled to stipulate that the price will be increased accordingly. Topcon will notify Purchaser in writing of a price increase. If Purchaser has not informed Topcon that it wishes to terminate the agreement within fourteen days after the notice is sent, Purchaser will be deemed to expressly accept the price increase.

ARTICLE 4 – DELIVERY, TRANSPORTATION AND PASSING OF RISKS

- 4.1 Unless otherwise agreed in writing, the delivery dates specified by Topcon are only estimated and do not imply a commitment to delivering the Products on a specific date. Estimated delivery dates are based on applicable labor conditions at the time of conclusion as well as on timely delivery of (raw materials or parts of) products by third parties to Topcon. A delivery after the estimated delivery date will never be understood as a breach of contract by Topcon.
- 4.2 The delivery period will begin to run from the moment of confirmation of the order by Topcon. The delivery period will be considered completed when the delivery is ready for dispatch at Topcon's warehouse located – unless otherwise specified - Tres Cantos (Madrid).
- 4.3 In the event deliveries are delayed as a result of a change in said labor conditions or because timely ordered (raw materials or parts of) Products are not delivered in time or as a result of other circumstances which are not for Topcon's risk or account, including those mentioned in Article 16 of these Terms and Conditions, Topcon may extend the estimated delivery time with a reasonable period.
- 4.4 The delivery period will also be extended if the Purchaser changes the original order or the Purchaser is delayed in the fulfillment of its contractual obligations, particularly in the event that the Purchaser delays the agreed payments or the delivery of the necessary documents.
- 4.5 Topcon will not be liable for any loss, damage, cost or penalty as a result of any delay in or failure to manufacture or deliver Products or render Services or otherwise comply with the agreement and/or these Terms and Conditions due to any cause beyond Topcon's control, including those mentioned in Article 16 of these Terms and Conditions
- 4.6 By mutual agreement between the parties, Topcon may carry out the transportation of the Products. In this case, any shipment or transport agreements shall be made at the Purchaser's expense, following the Purchaser's instructions, in which case, all taxes, expenses, or other costs, such as transport costs, generated shall be charge to the

Purchaser's account. For legal purposes, Topcon shall act as commission agent. Topcon will make reasonable commercial efforts to ensure that the Products are delivered in compliance with the estimate delivery date. Topcon will not be responsible for a delivery made after the estimate delivery date. If Topcon carries out the transportation, the Products will be delivered EX WORKS (as such term is defined in the Incoterms 2010) and the risks pertaining to the Products will be passed on to the Purchaser at the moment the Products are placed at the disposal of the carrier at Topcon's warehouse, located – unless otherwise specified - Tres Cantos (Madrid).

- 4.7 Unless agreed otherwise, all Products and spare parts will be delivered EX WORKS (Topcon's warehouse located – unless otherwise specified - Tres Cantos (Madrid) (as such term is defined in the Incoterms 2010) (the "**Delivery**").
- 4.8 The risks pertaining to the Products will be passed on to the Purchaser at the moment the Products are placed at the disposal of the Purchaser at Topcon's warehouse located Tres Cantos (Madrid).

ARTICLE 5 - RECEIPT AND ACCEPTANCE OF PRODUCTS

- 5.1 If the Purchaser does not collect or take receipt of all or any part of the Products at Topcon's warehouse located – unless otherwise specified - Tres Cantos (Madrid) on the date agreed upon, Topcon may choose to (i) cancel this and any other pending deliveries, charging to the Purchaser's account any costs, damages and losses it may suffer; or (ii) it may choose to store the Products at the Purchaser's expense and risk and on the Purchaser's account. The Purchaser will be obliged to bear the corresponding costs and expenses and the risks pertaining to loss and deterioration of the Products.
- 5.2 The Purchaser will immediately inspect and confirm the quality and quantity of the Products. If, within five (5) days after delivery of the Products, the Purchaser does not notify Topcon of the existence of apparent defects or lack of conformity or lack of material with respect to the items specified in the order, the Products received will be deemed to be irrevocably accepted, and the Purchaser waives the right to any claim.

ARTICLE 6 – PAYMENT

- 6.1 Payment is to be made on the agreed date and in the currency indicated by Topcon. In case no specific date for payment has been agreed upon, payment has to be made within thirty calendar days net after the invoice date.
- 6.2 In case the Purchaser fails to meet his payment obligations in time, Topcon shall be entitled immediately and without any written notice being required, to charge, any legal interest, established under the Business Transactions Act over the from time to time outstanding amount(s).
- 6.3 The agreed payment dates must be fulfilled by the Purchaser even if the delivery is delayed for reasons beyond Topcon's control or responsibility.
- 6.4 If Purchaser fails to meet his (payment) obligations, Topcon shall be entitled to refuse any further deliveries of Products unless full payment is offered in cash or satisfactory security for the payment has been offered. Topcon's right to refuse further deliveries shall be notwithstanding any other rights of Topcon to claim immediate fulfillment of any (payment) obligations.
- 6.5 All costs resulting from Purchaser's failure to meet his (payment) obligations shall be on the Purchaser's account. These costs include judicial as well as extra judicial costs, including fees of (legal) advisors.
- 6.6 Payments by Purchaser shall be deemed to have been made first to settle accrued interest, and judicial and extra judicial costs, and thereafter they shall be charged to the oldest debt, irrespective of indications made by Purchaser.
- 6.7 Objections to an invoice must be made prior to the payment date of the invoice.

ARTICLE 7 - RESERVATION OF TITLE

- 7.1 All Products supplied shall remain Topcon's property until the purchase price for the relevant Products has been paid in full. Topcon is entitled to record its reservation of title in public registries and the Purchaser is obliged to produce and sign any documentation required for such purposes.
- 7.2 In case the Purchaser fails to fulfill any of its obligations, Topcon has the right to directly repossess the Products and withdraw them from where they are located, without the need to seek judicial intervention. Purchaser is obliged to return the Products to Topcon upon Topcon's first request. All costs involved shall be on the Purchaser's account.
- 7.3 As long as Purchaser has not fulfilled all its obligations, Purchaser is not entitled to pledge, encumber in any other way or dispose in whole or in part any of the Products as well as to sell the Product (export and re-export).
- 7.4 Purchaser shall notify Topcon immediately upon the occurrence of the following events:
 - (i) if Purchaser becomes aware of the fact that third parties exercise rights to the Products. Also, if an attachment is made or execution levied on the Products;
 - (ii) if Purchaser applies or any of his creditors apply for an adjudication in bankruptcy or a (preliminary) suspension of payments with regard to Purchaser;
 - (iii) if Purchaser is declared bankrupt or granted a (preliminary) suspension of payments;
 - (iv) any change occurs in the effective control over Purchaser, or if Purchaser is involved in or subject to a merger, split-off or split-up;
 - (v) if Purchaser becomes involved in negotiations with one or more of its creditors or takes any step with a view to the general readjustment or rescheduling of its indebtedness;
 - (vi) if Purchaser applies for debt relief; and
 - (vii) Purchaser dies or is dissolved or its business is transferred in whole or in part, liquidated, wound up, discontinued or relocated abroad or a decision is taken in this respect.

ARTICLE 8 – SECURITY

- 8.1 In case Topcon has good reason to believe that Purchaser will not strictly fulfill its (contractual) obligations towards Topcon, Purchaser is obliged, at Topcon's first request, to provide satisfactory security in the form requested by Topcon.
- 8.2 As long as Purchaser does not fulfill any of its obligations as set forth in Article 8.1 of these Terms and Conditions, Topcon has the right to suspend the fulfillment of its obligations towards Purchaser without any form of compensation being due to Purchaser.
- 8.3 In case Purchaser fails to comply with Topcon's request as mentioned in Article 8.1 of these Terms and Conditions within 14 days after having received a written notification, all obligations of Purchaser shall become due and payable, as established in Article 15.3.

ARTICLE 9 – WARRANTY

Topcon warrants that the Products comply with the specifications set out in the Purchaser’s order and that they are free from defects in materials and workmanship for the period as specified and disclosed with or on each Product supplied by Topcon. The applicable specific Product Warranty is provided upon purchase and/or request of the Purchaser (the “Product Warranty”). This warranty is Purchaser’s sole and exclusive remedy for breach of contract. No other warranty is available or offered.

ARTICLE 10 – PURCHASER’S OBLIGATIONS

- 10.1 Purchaser is responsible for his own equipment and software to obtain access to the internet.
- 10.2 In order to ensure the quality and the integrity of the systems and technical infrastructure of the Products and/or Services required for the provision of services, Purchaser will ensure that:
 - (i) only authorized and capable persons shall have access to the systems of Topcon;
 - (ii) Purchaser is not misusing and or acting in breach of the law and/or regulations by using the system of Topcon;
 - (iii) Purchaser has sufficient rights to meet its obligations arising from the agreements entered into with Topcon, if any;
 - (iv) Purchaser shall comply with any confidentiality obligations regarding any confidential information;
 - (v) Purchaser shall comply with any data protection obligations under applicable data protection and privacy legislation;
 - (vi) the systems, consisting also of the software to which Purchaser is connected to the system of Topcon, are free of defects and/or viruses, which can or may cause damages to the system of Topcon.
- 10.3 Purchaser shall cooperate and comply with any and all mandates and/or instructions by the competent national authorities and/or Topcon relating to recall of any Topcon Products. Topcon will reimburse the Purchaser for costs reasonably made directly in connection with any recall procedures, except where the conduct of the Purchaser, and to the extent applicable, its employees, its contractors and/or any other person(s) engaged by the Purchaser has given rise to the recall of any Topcon Products.

ARTICLE 11 – EXPORT CONTROL

- 11.1 Purchaser may only export, re-export, sell, transmit, transfer, or otherwise make available, directly or indirectly, any Topcon product received from or owned by Topcon, including any hardware, software and/or technology as well as any corresponding documentation, if and when such complies with any and all applicable national and international (re-)export control laws, rules and regulations. Purchaser will determine and fulfill any and all export and re-export license requirements to export and/or reexport the relevant Topcon Products, obtain any export or re-export license or other official authorization, and carry out any customs formalities for the export or re-export of the relevant Topcon Products.
- 11.2 Prior to any transfer of Topcon Products to a third party, Purchaser will ensure that:
 - (i) the transfer will not infringe any seizure imposed by the European Union, by the United States of America and/or by the United Nations;
 - (ii) the Topcon Products to be transferred are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; and
 - (iii) the regulations of all applicable Sanctioned Party Lists of the United Nations, European Union and the United States of America concerning the trading with entities, persons and organizations listed therein, are considered and followed.
- 11.3 Purchaser represents and covenants that it shall not export, re-export, sell, transmit, transfer, or otherwise make available, directly or indirectly, any Topcon Product received from or owned by Topcon, including any hardware, software and/or technology, as well as any corresponding documentation, to a particular person or entity, if Purchaser has reason to believe that such person or entity will transfer or sell the Topcon Products in violation of this Article 11.
- 11.4 If required to conduct export control checks, Purchaser, upon request by Topcon, shall promptly provide Topcon with all information pertaining to the recipient of the Topcon Products, the destination and the intended use of the Topcon Products, as well as any applicable export control restrictions.
- 11.5 Topcon shall not be liable for, and Purchaser shall indemnify and hold Topcon harmless for and against, any damages, losses, liabilities, costs and expenses (including advisor’s fees) incurred or to be incurred as a result of any non-compliance by Purchaser with this Article 11 and/or any applicable export control regulations.

ARTICLE 12 - LIMITATION OF LIABILITY

- 12.1 This Article 12 applies to any liability on the part of Topcon, regardless of the legal basis of such liability.
- 12.2 The maximum liability of Topcon, for any reason, will not in any event exceed the price of the specific Product supplied or Service rendered.
- 12.3 The provisions of this Article 12 do not affect product liability based on mandatory provisions of Spanish law.

ARTICLE 13 – INDEMNIFICATION

Upon request by Topcon, you agree to defend, indemnify and hold harmless Topcon and its subsidiaries, affiliates, officers, agents, co-branders or other partners and employees from all liabilities, claims and expenses, including reasonable attorneys’ fees, made by any third party due to or arising out of your violation of these Terms and Conditions or your violation of any rights of another party.

ARTICLE 14 - NO WAIVER

The failure of Topcon to enforce any provisions of these Terms and Conditions or respond to a breach by you or other parties shall not in any way constitute a waiver of Topcon’s right to enforce subsequently any provisions of these Terms and Conditions or to act with respect to similar breaches.

ARTICLE 15 - NON – PERFORMANCE

- 15.1 In the event of breach or lack of timely or adequate fulfillment of any of the Purchaser obligation’s and/or any or more of the events described in Article 7.4 of these Terms and Conditions occur, Topcon, along with the right to enforce the agreement, shall also be entitled to terminate the agreement(s) forthwith in whole or in part or rescind or suspend the (further) performance of its obligations under the agreement(s) and to take back the Products, all such without prejudice to Topcon’s right to compensation of any losses or damages it has incurred as a result thereof and any other rights it may have, and without any compensation being due by Topcon. In case Topcon terminates the agreement(s) shall be entitled to collect any of the amounts paid by the Purchaser before the termination

of the agreement(s) as a penalty, without prejudice of Topcon’s right to compensation of any losses or damages suffered.

- 15.2 The foregoing will be carried out by means of a written notification to this effect, without the need for subsequent warning of the breach and without Topcon incurring in any liability for any damages that any such termination or suspension may cause to the Purchaser.
- 15.3 The breach of any of Purchaser’s obligations will entail the acceleration of all the amounts owed by the Purchaser for this and any other contract of sale of Products and/or contract of Services, which will become due and payable.
- 15.4 In case of termination of the contract, the Purchaser will be obliged to return the Products immediately upon first request by Topcon, with all return-related costs to be borne by the Purchaser.
- 15.5 If such Products are not returned by the Purchaser, Topcon will be entitled to recover them without the need for a new request, notice or judicial intervention.

ARTICLE 16 – FORCE MAJEURE

- 16.1 For the purposes of these Terms and Conditions, force majeure will be declared when there exists any contingency, circumstance or cause beyond the control of Topcon, including the following: riots, wars, civil disturbances, fires, floods, earthquakes, storms, explosions, nuclear disasters, strikes or lock-out, closures, stoppage of machinery or factories and the impossibility of obtaining raw materials, equipment, energy or transport.
- 16.2 If, as a result of force majeure, Topcon is unable to meet any contractual obligation will be released from the obligation, provided that it notifies the Purchaser in writing and specifies the commencement and nature of the force majeure. Topcon must provide immediate notification of the cessation of the cause prompting the declaration.
- 16.3 Topcon will not be liable for any damage or loss arising from breach of contract or failure to comply promptly and in full with its obligations by reason of force majeure.
- 16.4 If the force majeure event affects the Purchaser, it will not be released from any of its obligations to accept and pay for Products that are acquired prior to the receipt by Topcon of the force majeure notification. Nor may the Purchaser make a declaration of force majeure in order to delay the payment of sums owed.

ARTICLE 17 - INTELLECTUAL PROPERTY RIGHTS

- 17.1 For the purpose of these Terms and Conditions, “IP Rights” means any patents, utility models, trademarks, service marks, trade names, trademark registrations, designs, business names, copyrights, Software (meaning software used in connection with or embodied in the Products and/or Services, which is owned by, licensed to or otherwise used by Topcon, or any of its group companies, including any and all documentation and/or materials thereto), database rights, design rights, domain names, moral rights, inventions, confidential information, trade secrets, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, owned by or licensed by any third party to Topcon or any of its group companies and relating to or embodied in the Products or any other materials provided by Topcon. The Purchaser hereby acknowledges that the IP Rights are and shall remain the property of Topcon, any of its group companies or the relevant third parties from which Topcon or its group companies has received a license to use the IP Rights. Topcon reserves the right to update, modify, eliminate, sell or transfer the IP Rights at any time.
- 17.2 Topcon hereby grants to the Purchaser a revocable, royalty-free, non-exclusive, and non-transferable right to use the IP Rights, under the conditions that (i) such is permitted under the license conditions Topcon has agreed upon with third parties, (ii) such third party license validly exists, and/or (iii) Topcon is entitled to these third party IP Rights (the “IP Rights License”). The IP Rights License is granted to Purchaser solely in connection with the normal use by Purchaser of the Products and/or Services purchased by Purchaser from Topcon, to the extent permitted by these Terms and Conditions and/or an additional supply agreement between Topcon and Purchaser. Purchaser may not sublicense any rights under the IP Rights License to any other party without obtaining the prior written consent of Topcon. Topcon reserves the right to amend the terms and content of the IP Rights License at any time.
- 17.3 Purchaser shall use the IP Rights in accordance with the usage guidelines or other written instructions provided by Topcon with the Products and Services. Any use of the IP Rights by Purchaser will indicate that Topcon is the owner or licensee of the IP Rights. All uses of the IP Rights and all goodwill associated therewith will inure solely to the benefit of Topcon. Upon request of Topcon, Purchaser shall provide Topcon with a sample of all product packaging and advertising that makes use of the IP Rights for purposes of permitting Topcon to verify that Purchaser’s use of the IP Rights is consistent with the usage guidelines or other written instructions provided by Topcon with the Products and Services.
- 17.4 The Purchaser shall refrain from (i) challenging Topcon’s, or the relevant third party’s interest in the IP Rights, or the validity thereof, (ii) obtaining any right, title or interest in or to the IP Rights and (iii) modifying, adapting, translating, making derivative works or, decompiling, disassembling or otherwise reverse-engineering the IP Rights or any portion thereof except where such restriction is prohibited under applicable law without possibility of contractual waiver. Purchaser shall at all times recognize, respect, and protect Topcon’s right to full ownership in, or the license to use, any and all of the IP Rights. The Purchaser shall not apply for and/or register any of the IP Rights or any symbols that include or are similar to any of the IP Rights.
- 17.5 Purchaser may not infringe any of the IP Rights associated with the manufacturing, design, branding and packaging of any of Topcon’s Products purchased by the Purchaser or advertised by Topcon, nor introduce any modifications to the Products supplied by Topcon, unless the nature of the delivered Product dictates otherwise.
- 17.6 Topcon reserves the right to modify the IP Rights or substitute alternative marks for any or all of the IP Rights at any time.
- 17.7 Purchaser may not use any trademarks, service marks, trade names, and trademark registrations in connection with the Products and/or Services (other than the IP Rights) without the prior written consent of Topcon, which consent may be given or withheld by Topcon at its sole discretion.
- 17.8 Purchaser acknowledges and agrees that, in case any license to use any IP Rights granted to Topcon by a third party shall terminate or cease to exist for whatever reason, such termination may result in the (immediate) termination of the IP Rights License granted by Topcon to Purchaser. Topcon shall not be liable for any damages, losses, liabilities, costs and expenses (including advisor’s fees) incurred or to be incurred by Purchaser as a result of any termination of the IP Rights License.

ARTICLE 18 - CONFIDENTIALITY

- 18.1. “Confidential Information” means any and all non-public information disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in any form or medium, whether oral, written, graphical or electronic, pursuant to the agreement, that is

designated confidential or proprietary, or that a reasonable person should understand is confidential or proprietary. Confidential Information includes, but is not limited to: the terms of the agreement, information related to either party's technology, whether or not patentable or copyrightable, Products, know-how, trade secrets, specifications, business plans, pricing information, promotional and marketing activities, finances and other business affairs, Topcon Products and anything else created or developed by Topcon in connection with the agreement and the Products and/or Services. Purchaser will not remove or destroy any proprietary markings or restrictive legends placed upon or contained in the Products, Service and/or related materials.

18.2. The Receiving Party will not use the Confidential Information of the Disclosing Party for any purpose other than as necessary to fulfill its obligations or to exercise its rights under the agreement, and by Topcon to improve the Products and/or the Service (the "Purpose"). The Receiving Party will not disclose Confidential Information of the Disclosing Party to any third party; provided that the Receiving Party may disclose Confidential Information to its partners, officers, directors, employees, contractors, affiliates, agents, advisors, or representatives who need access to such Confidential Information for the Purpose and who are subject to written confidentiality obligations at least as stringent as the obligations set forth in this Article 18. Each party accepts responsibility for the actions of its partners, officers, directors, employees, contractors, affiliates, agents, advisors and representatives, and will protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party upon becoming aware of a breach or threatened breach hereunder and will cooperate with any reasonable request of the Disclosing Party in enforcing its rights.

18.3. Confidential Information does not include information which: (i) is known by the Receiving Party prior to receipt from the Disclosing Party, without any obligation of confidentiality; (ii) becomes known to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) lawfully becomes publicly known or otherwise publicly available, except through a breach of the agreement; or (iv) is independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, but only after it notifies the Disclosing party (if legally permissible) to enable the Disclosing party to seek a protective order or otherwise to contest such required disclosure, at Disclosing Party's expense.

ARTICLE 19 - DATA PROTECTION AND SECURITY

19.1. **Topcon as a controller.** Each party acts as an independent controller of any personal data it processes in connection with the Products or Services, whether or not obtained from the other party. Purchaser shall at all times comply with any obligations under the General Data Protection Regulation (EU 2016/679), the Spanish Data Protections Law (*Ley Orgánica 3/2018, de Protección de Datos Personales y garantía de los derechos digitales*) and any other relevant data protection laws and regulations, each as amended, superseded, replaced or supplemented from time to time (the "Privacy Laws"). Purchaser shall (i) take appropriate technical and organizational security measures to protect the confidentiality of the personal data provided by Topcon while taking into account the state of the technology, the nature of the personal data and the risks to which it is exposed; (ii) inform Topcon, on Topcon's request, about the technical and organizational security measures taken in respect to the foregoing; (iii) notify Topcon of any personal data breach affecting personal data provided to you by Topcon without undue delay, and any event within 48 hours of discovering such breach; (iv) provide reasonable assistance to Topcon so that they can comply with the obligations imposed by articles 32 to 36 of the General Data Protection Regulation (EU 2016/679); and (v) provide Topcon with such assistance or information it requests in order to respond to either (a) rightful requests or complaints made by data subjects; or (b) any enquiry or investigation by a supervisory authority. In the event that Topcon acts as a data controller and Purchaser as a data processor, Topcon and Purchaser will agree upon the necessary data processing agreement.

19.2. **Topcon as a processor.** Under specific circumstances Topcon may and shall process Personal Data only as a data processor acting on behalf of Purchaser in order to perform its obligations under a specific agreement.

19.2.1. In connection with the sale of a Product and provision of the Service, Topcon may, from time to time, collect, maintain, process and use Purchaser's company name, User's name, address, email address, credit card information, login credentials (user name, password), IP address and related information.

19.2.2. Topcon will process personal data in accordance with the terms of the agreement and its Privacy Policies (<https://www.topconpositioning.com/agriculture>). The parties agree that the Purchaser's complete and final instructions are set out in this Terms and Conditions. Processing outside the scope of these instructions (if any) will require prior written agreement between Purchaser and Topcon with additional instructions for processing. In the event of a conflict between the terms of this Terms and Conditions and the Privacy Policies, the terms of this Terms and Conditions will prevail with respect to the Subscription being purchased under this Terms and Conditions.

19.2.3. Topcon has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Personal Data against accidental, unauthorized or unlawful access, disclosure, damage, alteration, loss, or destruction. Notwithstanding the above, Purchaser is responsible for its secure use of the Products and Services, including protecting and securing of Personal Data.

19.2.4. If Topcon becomes aware of any unlawful access to any Personal Data stored on Topcon equipment or in a Topcon facility, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Personal Data relating to the Purchaser (each a "Data Breach"), Topcon will (1) promptly notify Purchaser of the Data Breach (provided that such notification may be delayed as required by a law enforcement agency); (2) take reasonable steps to address any Data Breach and prevent any further Data Breach.

19.2.5. Notification(s) of Data Breach will be delivered to one or more of Purchaser's administrators by any means Topcon selects including via email. It is Purchaser's sole responsibility to ensure Purchaser's administrators maintain accurate contact information. Topcon's obligation to report or respond to a Data Breach under this

Section is not an acknowledgement by Topcon of any fault or liability. Purchaser must notify Topcon promptly about any possible misuse of its accounts or authentication credentials or any Data Breach related to the contract.

19.2.6. Topcon may transfer Purchaser Personal Data to its affiliated entities in connection with the performance of its obligations under the agreement for the Purpose described in the Topcon EU Privacy Statement (<https://www.topconpositioning.com/agriculture>). For a list of Topcon locations, please see company locations found at <https://www.topconpositioning.com>. Purchaser expressly acknowledges that Personal Data may be transferred to the United States and/or Japan, and Purchaser authorizes Topcon (where applicable) to transfer Personal Data to and process it in the United States or any other country as set forth above, which may not have the same level of data protection as the country from which the Personal Data originated. Based on one of the safeguards as provided under Privacy Laws, Topcon warrants that these sub-processors have adopted the same level of protection as Topcon.

19.2.7. Purchaser represents and warrants that it has the authority to provide the Personal Data to Topcon for processing as contemplated by these Terms and Conditions. If any applicable law requires a data subject to receive notice of or to provide consent to the processing and/or transfer of his/her Personal Data, Purchaser will provide such notice and obtain such consent from the applicable data subjects.

19.2.8. Topcon will abide by Applicable Privacy Laws pertaining to any relevant individual's exercise of his or her rights to access, correct, or object to the processing of Personal Data. Notwithstanding the foregoing, unless otherwise required by Applicable Privacy Laws, Topcon will promptly notify Purchaser if Topcon receives a request from a data subject to have access to Personal Data or any other complaint or request relating to Purchaser's obligations under Applicable Privacy Laws. Topcon will provide reasonable assistance to Purchaser to facilitate Purchaser's ability to respond to such request or complaint (including, without limitation, by allowing data subjects to have access to their Personal Data if such access is required by the applicable data protection laws, and where the Personal Data is not already available to the Purchaser).

19.2.9. Purchaser consents to Topcon engaging third party sub-processors to process the Personal Data for the permitted purpose provided that: (i) Topcon maintains an up-to-date list of its sub-processors which is available upon request; (ii) Topcon imposes data protection terms on any sub-processor it appoints that require it to protect the Data to the standard required by Applicable Privacy Laws; and (iii) Topcon remains liable for any breach of this Section that is caused by an act, error or omission of its sub-processor. Purchaser may object to Topcon's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Topcon will either not appoint or replace the sub-processor or, if this is not possible, Purchaser may suspend or terminate the agreement (without prejudice to any fees incurred by Purchaser prior to suspension or termination).

19.2.10. If Topcon believes or becomes aware that its processing of Personal Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform Purchaser and provide reasonable cooperation to Purchaser (at Purchaser's expense) in connection with any data protection impact assessment that may be required under Applicable Privacy Laws.

19.2.11. Purchaser only will provide Topcon with the Personal Data necessary for Topcon to perform its obligations under the agreement.

19.2.12. Following termination or expiry of the term of the Agreement, Topcon will, where required by Applicable Privacy Laws and at the option of the Purchaser, return to Purchaser or securely delete all Personal Data processed in connection. This requirement shall not apply to the extent that Topcon is required by applicable law to retain some or all of the Personal Data, or to Personal Data, in which event Topcon shall securely isolate and protect from any further processing except to the extent required by such law.

19.2.13. If there is new guidance or a change in the Applicable Privacy Laws that renders all or part of the Subscription illegal, Topcon may notify Purchaser of such modifications to this [Article 19](#) as it reasonably deems necessary in light of such new guidance or change in Applicable Privacy Laws. If the Purchaser does not wish to accept the new terms in this [Article 19](#), the Purchaser may terminate the agreement within 15 days of the date such notice is given.

ARTICLE 20 – SEVERABILITY

Unless required by the specific context, each stipulation in these Terms and Conditions will be taken as independent from the rest. If any stipulation is declared fully or partially null or unenforceable, this will not affect the validity or enforceability of the remaining clauses of the Terms and Conditions.

ARTICLE 21 – NOTICES AND LANGUAGE

21.1 Any notices to be made to Topcon must be sent to the address contained in the confirmation of order or to an address subsequently given to the Purchaser. Notices to be made to the Purchaser must be sent to the address given by the Purchaser or to its last known address. Notices will be made by any means that allows confirmation of receipt, including email.

21.2 In the event of any discrepancies between texts written in English and those written in any other language, as regards the contract or any other documentation concerning the sale of the Products or render of services, including Terms and Conditions, the text in English will prevail.

ARTICLE 22 - COMPETENT COURT AND APPLICABLE LAW

22.1. The Parties expressly waive any jurisdiction to which they may be entitled and agree to submit to the Courts and Tribunals of the city of Madrid (Spain) any dispute or litigation arising from the validity, interpretation, fulfillment, or performance of the contract and these Terms and Conditions, as well as from the acts or transactions contemplated herein.

22.2. Any agreement that is subject to these Terms and Conditions will be governed by and interpreted in accordance with Spanish common law. The provisions of the Vienna Convention on the International Sale of Goods (1980) shall not apply to the legal relationship between Topcon and the Purchaser.