NEDERLANDS - 28 OKTOBER 2026

# iCrop: aanvulling over klantdata

## Toepassing en voorrang

Deze aanvulling hoort bij de Algemene voorwaarden AppsforAgri van oktober 2024 en geldt voor iCrop-overeenkomsten waarin zij van toepassing wordt verklaard. Bij strijd gaat deze aanvulling voor op artikel 12.1 en artikel 18 van die voorwaarden, voor zover die bepalingen over klantdata gaan. Publicatie op de website wijzigt bestaande overeenkomsten niet automatisch.

## 1. Klant houdt zijn rechten

De klant behoudt zijn eigendom en andere toepasselijke rechten op de door hem of zijn gebruikers ingevoerde data en de operationele data die voor hem in iCrop ontstaat, zoals teler-, perceel- en teeltgegevens, waarnemingen, adviezen en registraties. Waar data als zodanig geen eigendomsrecht kent, krijgt de klant de zeggenschap die met deze afspraak wordt beoogd. Rechten van derden blijven gerespecteerd.

## 2. Verwerking voor de afgesproken dienst

De klant geeft AppsforAgri een niet-exclusief en doelgebonden gebruiksrecht om klantdata te verwerken voor levering, beveiliging, onderhoud en ondersteuning van iCrop. AppsforAgri schakelt alleen dienstverleners in voor die doelen en onder passende afspraken. Voor persoonsgegevens gelden daarnaast de toepasselijke verwerkersafspraken en privacywetgeving.

## 3. Geen ruimer gebruik zonder afspraak

AppsforAgri verkrijgt geen algemeen recht om klantdata te verkopen, commercieel aan derden beschikbaar te stellen of voor andere, niet afgesproken doelen te gebruiken. Ook gebruik voor training van algemene AI-modellen vraagt een afzonderlijke schriftelijke afspraak. Export, beschikbaarheid en afhandeling na beëindiging worden vastgelegd in de overeenkomst.

## 4. Software en overige afspraken

Deze aanvulling draagt geen intellectuele eigendomsrechten op de software, broncode, modellen of algemene technieken van AppsforAgri over. Overige bepalingen uit de voorwaarden en de specifieke overeenkomst blijven gelden. Bij een inhoudelijk verschil tussen deze aanvulling in het Nederlands en Engels is de Nederlandse tekst leidend.

ENGLISH - 28 OCTOBER 2026

# iCrop: customer data addendum

## Application and precedence

This addendum accompanies the October 2024 AppsforAgri General Terms and Conditions and applies to iCrop agreements that incorporate it. Where there is a conflict, this addendum takes precedence over Article 12.1 and Article 18 insofar as they concern customer data. Publication on the website does not automatically amend existing agreements.

## 1. The customer retains its rights

The customer retains ownership and other applicable rights to data entered by it or its users and operational data created for it in iCrop, including grower, field and crop information, observations, recommendations and records. Where data as such is not capable of ownership, the customer receives the control intended by this arrangement. Third-party rights remain respected.

## 2. Processing for the agreed service

The customer grants AppsforAgri a non-exclusive, purpose-limited right to process customer data to provide, secure, maintain and support iCrop. AppsforAgri engages service providers only for those purposes and under appropriate arrangements. The applicable data-processing agreement and privacy law also apply to personal data.

## 3. No broader use without agreement

AppsforAgri obtains no general right to sell customer data, make it commercially available to third parties or use it for other, unagreed purposes. Training general-purpose AI models also requires a separate written agreement. Export, availability and handling after termination are defined in the agreement.

## 4. Software and other terms

This addendum transfers no intellectual property rights in AppsforAgri software, source code, models or general techniques. Other provisions of the terms and the specific agreement remain applicable. In the event of a substantive difference between the Dutch and English versions of this addendum, the Dutch version prevails.

# General Terms & Conditions AppsforAgri B.V.

**Article 1 General / Applicability**

1.1. The private limited company AppsforAgri B.V., hereinafter referred to as "AppsforAgri", is the user of these general terms and conditions.

1.2. "Counterparty" means any natural or legal person to whom AppsforAgri directs offers, as well as anyone who directs offers to AppsforAgri, places an order, or enters into an agreement with AppsforAgri.

1.3. "Products" refers to all goods and services that are the subject of agreements entered into by AppsforAgri, including but not limited to: consultancy services, project execution, software development, applications and web applications, hosting of domain names, websites and servers, registration of domain names, development of sensors and networks, software development, installation, implementation and maintenance of software and hardware elements, as well as related services. The definition of "products" includes, in any case, any services concerning:

- “SmartFarm", an integrated solution for farmers that supports them in making data-driven decisions. It includes services such as the FieldMate sensor, which collects ultra-local data on temperature, humidity, and soil conditions, as well as a disease alert system and a tool for optimising spraying times (SprayEffect). Through the SmartFarm app, the user has access to all crop data, including weather forecasts and disease pressure analyses.
- "iCrop", a SaaS platform focused on automating crop advice, where crop advisors, growers, and agricultural retailers gain insights at field level. iCrop offers functionalities for recording observations, planning and communication of tasks, monitoring crop development, and reporting on crop performance to optimise future growth.

1.4. "Offers" means all proposals, quotations, price estimates or other communications made orally or in writing by AppsforAgri, in any form whatsoever.

1.5. In the event of a conflict between a provision in these general terms and conditions and a provision in the main agreement concluded between AppsforAgri and the Counterparty, the main agreement shall prevail. The provisions of these general terms and conditions shall remain in full force and effect for the remainder.

**Article 2 Offers**

2.1. All offers made by AppsforAgri are without obligation unless expressly stated otherwise or a term for acceptance has been determined in writing.

2.2. Offers are based on the execution of the agreement under normal circumstances and during normal working hours.

2.3. AppsforAgri expressly rejects the applicability of the Counterparty's general terms and conditions unless they have been explicitly accepted by AppsforAgri in writing. Mere reference to its own terms and conditions by the Counterparty does not lead to their applicability.

**Article 3 Formation of the Agreement**

3.1. An agreement is concluded as soon as AppsforAgri has received the Counterparty's written acceptance of an offer, without prejudice to AppsforAgri's right to revoke the offer within two working days after receipt of the acceptance.

3.2. If our offer is irrevocable, the agreement is concluded as soon as AppsforAgri has received the Counterparty's written acceptance within the stipulated period. After the expiry of the stipulated period, the offer lapses by operation of law.

3.3. If the Counterparty makes an offer or places an order, the agreement is concluded at the moment AppsforAgri accepts this offer or order in writing. If AppsforAgri does not accept this in writing within eight days, the offer lapses.

3.4. Deviations in the acceptance of an offer, even if these deviations only concern minor points, are considered a new offer by the Counterparty and a rejection of the original offer by AppsforAgri. The agreement is only concluded if AppsforAgri accepts this new offer in writing.

**Article 4 Price**

4.1. Unless otherwise agreed in writing, all prices and rates quoted by AppsforAgri are exclusive of Value Added Tax (VAT) and other government-imposed levies applicable to the sale, delivery, or execution of the agreement. Prices are based on delivery from AppsforAgri's place of business under normal circumstances, unless expressly agreed otherwise.

4.2. AppsforAgri reserves the right to pass on increases in cost-determining factors, such as wages, prices of third parties engaged by AppsforAgri, raw material costs, taxes, or other external factors, to the Counterparty if these changes occur after the conclusion of the agreement but before delivery or completion. AppsforAgri shall inform the Counterparty promptly in writing of such price adjustments, whereby the Counterparty is entitled to dissolve the agreement if the increase exceeds 10%, unless this increase is the result of statutory regulations or provisions.

4.3. Additional work, defined as all supplementary work and/or services not included in the original agreement but necessary during its execution, will be charged separately by AppsforAgri unless otherwise agreed in writing. AppsforAgri shall, where possible, inform the Counterparty in a timely manner about the scope and additional costs of the additional work.

4.4. If the Counterparty fails to fulfil any obligation under the agreement, AppsforAgri has the right to suspend the performance of its obligations until the Counterparty has fully met its obligations. All extra costs incurred by AppsforAgri as a result of the Counterparty's default, such as storage costs, interest, or administrative costs, are entirely at the expense of the Counterparty.

4.5. Unless otherwise agreed in writing, all costs for loading and unloading, transport, storage, and related services are at the expense and risk of the Counterparty. These costs may be charged separately by AppsforAgri.

4.6. For preparatory work, such as the preparation of budgets, cost estimates, or the supply of specific goods or services not expressly included in the agreement, additional costs may be charged unless otherwise agreed in writing. AppsforAgri shall inform the Counterparty about this in a timely manner and can only charge costs after written approval from the Counterparty.

**Article 5 Delivery**

5.1. The delivery time commences at the moment the following conditions have been met: a. The agreement has been concluded; b. AppsforAgri has received all necessary

documents, data, permits, and materials from the Counterparty; c. Any necessary formalities have been fulfilled; d. The Counterparty has fulfilled its obligation to make advance payment as agreed.
5.2. All delivery times and completion dates stated by AppsforAgri are indicative unless expressly agreed otherwise in writing. Exceeding the delivery time cannot be regarded as an attributable failure and does not entitle the Counterparty to compensation.
5.3. AppsforAgri is entitled to extend the delivery times or terms if delays occur beyond our control, for example, due to unforeseen circumstances or delays in services to be performed by third parties or deliveries of materials.
5.4. Partial deliveries are permitted unless otherwise agreed in writing.
5.5. If AppsforAgri remains in default of delivery after a notice of default specifying a reasonable term, the Counterparty has the right to demand performance or to dissolve the agreement in whole or in part. The Counterparty must declare this in writing within 14 days after the expiry of the reasonable term. AppsforAgri's liability is limited in accordance with Article 6.
5.6. Delivery takes place from our place of business or warehouse unless otherwise agreed in writing. The risk of the products passes to the Counterparty at the moment of delivery, even if ownership has not yet been transferred.
5.7. Digital content delivered via AppsforAgri's online platforms, such as SmartFarm and iCrop, is provided via download and is subject to the requirements of the user's device and software. Deliveries of this content fall under the same conditions as described for physical products.

**Article 6 Liability**
6.1. AppsforAgri is only liable for direct damage suffered by the Counterparty that is the direct result of an attributable failure by AppsforAgri in the performance of the agreement, and only if there is intent or gross negligence on the part of AppsforAgri.
6.2. Direct damage exclusively means: a) The reasonable costs that the Counterparty has had to incur to have the performance of AppsforAgri comply with the agreement, insofar as these costs can be attributed to a failure of AppsforAgri; b) Reasonable costs incurred to prevent or limit damage, insofar as the Counterparty demonstrates that these costs have led to a limitation of direct damage as referred to in this article; c) Reasonable costs incurred to determine the cause and extent of the damage, insofar as this determination relates to direct damage within the meaning of these terms and conditions.
6.3. AppsforAgri is never liable for indirect damage, including but not limited to consequential damage, lost profits, missed savings, loss of goodwill, business interruption, loss of data, damage due to delay, reputational damage, or claims from third parties against the Counterparty.
6.4. The total liability of AppsforAgri under any agreement with the Counterparty, whether based on an attributable failure, tort, or otherwise, is at all times limited to the amount paid by the Counterparty to AppsforAgri for the relevant products or services that gave rise to the damage, with a maximum of €50,000 per event, whereby a series of related events is considered as one event.
6.5. AppsforAgri is expressly not liable for any damage, direct or indirect, caused by decisions of the Counterparty based on data or advice provided by the software, including the services SmartFarm and iCrop.
6.6. If the Counterparty uses hardware elements supplied by AppsforAgri, such as sensors or measuring equipment, including the FieldMate sensor from SmartFarm, and these do not function properly or provide incorrect data, AppsforAgri is not liable for damage resulting from the use of this hardware. It is the responsibility of the Counterparty to adequately check and maintain the operation and reliability of the hardware.
6.7. AppsforAgri accepts no liability whatsoever for loss of data of the Counterparty that arises during or through the use of the software, unless the data loss is the direct result of intent or gross negligence of AppsforAgri.
6.8. The Counterparty is at all times responsible for making adequate and regular backups of the data used and stored by it within the software. AppsforAgri accepts no liability for data loss arising from the failure to make backups by the Counterparty.
6.9. AppsforAgri will endeavour to maintain and secure the software in such a way that data loss is prevented as much as possible but gives no guarantee regarding the complete protection of data against loss or unauthorised access.
6.10. Any claim for compensation against AppsforAgri lapses if it is not submitted in writing to AppsforAgri within one (1) year after the occurrence of the damage.

**Article 7 Retention of Title**
7.1. All products delivered by AppsforAgri remain the property of AppsforAgri until the Counterparty has fully met all payment obligations under the agreement concluded with AppsforAgri.
7.2. As long as ownership of the delivered products has not passed to the Counterparty, the Counterparty is not permitted to dispose of, encumber, pledge, or otherwise burden the products, except insofar as is customary in the course of its normal business operations.
7.3. If third parties assert rights to the products delivered under retention of title, or if attachment is levied on these products, the Counterparty is obliged to inform AppsforAgri thereof without delay.
7.4. The Counterparty undertakes to store the products delivered under retention of title carefully and as recognisable property of AppsforAgri.

**Article 8 Suspension and Retention**
8.1. AppsforAgri is entitled to suspend the delivery of products and/or services if the Counterparty does not fully comply with its obligations.
8.2. AppsforAgri may exercise the right of retention on all products that are under its actual control if the Counterparty fails to fulfil the payment obligations in whole or in part until full payment has been made.
8.3. The Counterparty remains liable for all costs, damages, and risks associated with the exercise of the right of retention.

**Article 9 Warranty**
9.1. AppsforAgri guarantees that the products and services supplied by it, including software and hardware, comply with the agreed specifications and requirements at the time of delivery.
9.2. Unless otherwise agreed in writing, a warranty period of 12 months after delivery of the products or services applies. During this period, AppsforAgri will endeavour to repair any substantial defects resulting from material or manufacturing faults free of

charge or, at the option of AppsforAgri, replace the relevant products or software.
9.3. Maintenance of the software, as referred to in Article 19, may lead to temporary disruptions or interruptions in the availability of the software. Such interruptions in connection with planned or necessary maintenance are not considered a defect and do not entitle the Counterparty to repair, compensation, or other measures.
9.4. There is only a defect in the software if it is unavailable for a continuous period of more than five (5) days, without planned maintenance or force majeure circumstances as described in Article 15. In that case, AppsforAgri will endeavour to remedy the malfunction as soon as possible.
9.5. AppsforAgri gives no guarantee that the software will function error-free or without interruptions at all times, nor that all errors or defects in the software will be corrected.
9.6. If it appears that an error in the software is the result of improper use by the Counterparty or the use of unsupported systems, AppsforAgri is entitled to charge the repair work performed to the Counterparty.

**Article 10 Indemnities**
10.1. The Counterparty indemnifies AppsforAgri against all claims from third parties regarding damage or losses caused by its use of the products, software, hardware, sensors, or services supplied by AppsforAgri, including but not limited to SmartFarm and iCrop, unless there is intent or gross negligence on the part of AppsforAgri.
10.2. The Counterparty indemnifies AppsforAgri against all claims from third parties concerning infringements of intellectual property rights of these third parties, insofar as these infringements are the result of data, designs, or instructions provided by the Counterparty to AppsforAgri. This includes infringements resulting from the implementation or use of information provided by the Counterparty in the delivery of SmartFarm and iCrop services.
10.3. If AppsforAgri is addressed by a third party on the basis of product liability, the Counterparty is obliged to indemnify AppsforAgri and to provide it with all necessary information and assistance that can reasonably be required to conduct an adequate defence. This also applies to claims arising from the use of data collected using hardware, sensors, or software solutions supplied by AppsforAgri, such as SmartFarm and iCrop.
10.4. The Counterparty indemnifies AppsforAgri against all claims arising from inaccuracies in data provided by the Counterparty or the failure to follow advice or recommendations provided by AppsforAgri concerning the use of the delivered software and services, such as the SmartFarm app and iCrop platform.

**Article 11 Force Majeure**
11.1. In the event of force majeure, AppsforAgri is entitled to suspend its obligations under the agreement or to dissolve the agreement in whole or in part, without AppsforAgri being obliged to pay any compensation.
11.2. Force majeure means any circumstance independent of the will of AppsforAgri, as a result of which the fulfilment of its obligations towards the Counterparty is wholly or partially prevented, or as a result of which the fulfilment of its obligations cannot reasonably be required of AppsforAgri. These circumstances include, in any case: strikes, lockouts, government measures, delays in the supply of materials, disruptions in energy supply, communication networks or transport, natural disasters, and technical malfunctions or limitations that may affect the operation or delivery of services provided by AppsforAgri, such as SmartFarm and iCrop.
11.3. If the force majeure lasts longer than three months, the Counterparty is entitled to dissolve the agreement without AppsforAgri being obliged to pay any compensation.

**Article 12 Intellectual Property Rights and Confidentiality**
12.1. Unless otherwise agreed in writing, all intellectual property rights to the products, software, designs, documentation, collected data, and other materials supplied by AppsforAgri rest exclusively with AppsforAgri or its licensors. This includes all data collected or generated by AppsforAgri in the context of the agreement, unless otherwise agreed in writing.
12.2. The Counterparty only obtains the usage rights that are expressly granted in the agreement. The Counterparty is not entitled to reproduce, disclose, or make available to third parties in any way the software, designs, collected data, or other materials supplied by AppsforAgri unless otherwise agreed in writing.
12.3. Both parties undertake to maintain confidentiality of all confidential information they obtain from each other in the context of the agreement. Confidential information includes, in any case, the software, designs, documentation, collected data, technical specifications, business strategies, source code, algorithms, customer information, and other non-public data or business information unless this information is already publicly known or lawfully obtained by third parties without any confidentiality obligation.
12.4. The confidentiality obligation remains in force during the term of the agreement and for a period of five (5) years after its termination unless otherwise agreed in writing**.**

**Article 13 Licence**
13.1. AppsforAgri grants the Counterparty, under the condition of full payment and compliance with these general terms and conditions, a limited, non-exclusive, non-transferable, and non-sublicensable licence for the use of the supplied software. This licence is provided solely for internal use within the Counterparty's organisation and only for the purposes agreed upon in the agreement between the parties.
13.2. The Counterparty is not entitled to copy, modify, adapt, sublicense, sell, rent, or otherwise make available to third parties the software in any way without prior written consent from AppsforAgri unless mandatory legal provisions dictate otherwise.
13.3. The Counterparty is not permitted to decompile, reverse-engineer, disassemble, or otherwise attempt to discover the source code or underlying structure of the software unless expressly agreed otherwise in writing or to the extent permitted by applicable law.
13.4. All rights, titles, and interests regarding the software, including any intellectual property rights, shall at all times remain vested in AppsforAgri or its licensors. By granting the licence, these rights are in no way transferred to the Counterparty.

**Article 14 Misuse**

14.1. The Counterparty is not permitted to use the software, applications, APIs, or other digital services supplied by AppsforAgri in a manner that is contrary to the agreement or the purposes specified in these general terms and conditions.

14.2. Without prejudice to the provisions of Article 14.1, the Counterparty is expressly prohibited from: a. Circumventing, disabling, or otherwise manipulating technical security measures or limitations implemented in the software; b. Sharing, disposing of, renting out, sublicensing, selling, or otherwise making available the software or access to the software to third parties without prior written consent from AppsforAgri; c. Attempting to gain unauthorised access to the systems, software, networks, or infrastructure of AppsforAgri or third parties, including access to the APIs, through hacking, phishing, or other unauthorised methods; d. Using the software for unlawful, fraudulent, or other activities that are contrary to applicable laws or regulations or the legitimate interests of AppsforAgri.

14.3. In case of violation of this article, AppsforAgri is entitled, without further notice of default, to terminate the agreement with immediate effect and to recover the damage suffered, including but not limited to economic damage and reputational damage, from the Counterparty.

14.4. AppsforAgri reserves the right to take legal action against the Counterparty in case of violation of this article and to claim compensation for the loss and costs resulting from the misuse of the software.

**Article 15 Updates and Maintenance**

15.1. AppsforAgri may, at its discretion and without any obligation, release updates, patches, bug fixes, or new versions of the software. These will, at AppsforAgri's discretion, be automatically installed or made available to the Counterparty.

15.2. AppsforAgri reserves the right to perform periodic maintenance on the software or underlying systems, which may temporarily affect the availability of the software. AppsforAgri will endeavour to inform the Counterparty in a timely manner about planned maintenance and will attempt to carry out these activities outside regular office hours unless urgent maintenance is necessary.

**Article 16 Termination of the Licence**

16.1. In the event of termination or dissolution of the agreement, for any reason, all rights and licences granted by AppsforAgri regarding the use of the products and/or software expire immediately.

16.2. The Counterparty is obliged to cease all use of the software immediately and to destroy all copies, including any backups, or return them to AppsforAgri upon first request. AppsforAgri reserves the right to verify compliance with this provision.

16.3. Termination of the licence does not affect the obligations of the Counterparty that arose before the termination, including payment obligations or any compensation obligations towards AppsforAgri**.**

**Article 17 Loan of Hardware**

17.1. AppsforAgri may make hardware available to the Counterparty in the context of executing the agreement. This hardware remains at all times the property of AppsforAgri unless the Counterparty has purchased it from AppsforAgri (in which case Article 7 of these General Terms and Conditions remains fully applicable).

17.2. The Counterparty is obliged to use and maintain the hardware made available as a prudent custodian. Damage to the hardware must be reported to AppsforAgri without delay as soon as it occurs.

17.3. Upon first request from AppsforAgri, the Counterparty is obliged to return the hardware to a location designated by AppsforAgri, in the condition in which it was made available, except for normal wear and tear.

17.4. If the Counterparty does not comply with the request to return the hardware, AppsforAgri is entitled to recover any costs, including the costs of replacement hardware and legal steps, from the Counterparty.

**Article 18 Data**

18.1. All data collected or generated by AppsforAgri or the Counterparty in the context of executing the agreement, including but not limited to data originating from software, hardware, sensors, networks, or other systems supplied by AppsforAgri, such as SmartFarm and iCrop, are the property of AppsforAgri unless otherwise agreed in writing.

18.2. The Counterparty hereby grants AppsforAgri an unlimited, non-exclusive, transferable, sublicensable, and perpetual licence to use the collected data in the broadest sense, including but not limited to storing, processing, analysing, reproducing, disclosing, selling, commercialising, distributing, or otherwise using this data for commercial, research, or development purposes. This includes data collected via SmartFarm and iCrop.

18.3. AppsforAgri reserves the right to use the collected data, including that from SmartFarm and iCrop, for the improvement of its products and services, market research, data analysis, or other commercial purposes, both internally and with respect to third parties, without further permission from the Counterparty being required, unless the data has been explicitly designated as confidential and it has been agreed in writing that it may not be used for commercial purposes.

18.4. If data traceable to the Counterparty, its employees, or customers is used by AppsforAgri for commercial purposes, AppsforAgri will ensure that such data is anonymised so that it can no longer be traced back to specific persons or entities unless otherwise agreed in writing.

18.5. The Counterparty guarantees that it is entitled to make the collected data available to AppsforAgri, including data originating from SmartFarm and iCrop, and indemnifies AppsforAgri against all claims from third parties in connection with infringement of property rights or privacy rights regarding the supplied data.

18.6. Without prejudice to the provisions of Article 18.1, the Counterparty remains entitled to use the data collected by it for its own internal business operations unless otherwise agreed in writing.

18.7. Unless expressly agreed otherwise in writing, the Counterparty grants AppsforAgri a perpetual and worldwide licence to use the data collected and provided by it, including but not limited to data relating to the use of the products and services supplied by AppsforAgri, such as SmartFarm and iCrop, for benchmarking, developing new products and

services, improving existing products and services, and for other commercial purposes.

**Article 19 Data Protection**

19.1. AppsforAgri will process personal data of the Counterparty in accordance with the General Data Protection Regulation (GDPR) and other applicable laws and regulations.
19.2. The Counterparty is responsible for complying with the applicable data protection legislation when using the products and services supplied by AppsforAgri.
19.3. AppsforAgri will take appropriate technical and organisational measures to protect the personal data of the Counterparty against loss or unlawful processing.

**Article 20 Dispute Resolution and Choice of Forum**

20.1. All agreements between AppsforAgri and the Counterparty are governed by Dutch law.
20.2. Disputes arising from or related to the agreement will be submitted to the competent court in 's-Hertogenbosch, unless mandatory legal provisions prescribe otherwise.
20.3. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are expressly not applicable to agreements between AppsforAgri and the Counterparty.

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