

## SERVICE LEVEL AGREEMENT

LAST REVISION: [2-Mar-2022]

PLEASE READ THIS SERVICE LEVEL AGREEMENT CAREFULLY. BY USING THIS WEBSITE OR ORDERING PRODUCTS FROM THIS WEBSITE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

The service agreement regulates the use of map products from Sentinel-1 SAR data and the offering of these products on an internet platform (cloud). This Agreement includes and includes by this reference the policies set out below.

Cropix reserves the right to change or revise the terms of this agreement at any time by posting changes or a revised agreement on this website. Cropix advises you that changes or revisions have been made by indicating the date of the last revision at the top of this agreement. The amended or revised Agreement will take effect immediately upon its posting on this website. Your use of the website following the posting of such changes or any revised agreement constitutes your acceptance of such changes or revisions. Cropix encourages you to review this agreement each time you visit the website to ensure that you understand the terms and conditions of use of the website .

This agreement in no way changes the terms of any other written agreement you have with Cropix for any other product or service. If you do not agree to this agreement (including any guidelines mentioned), please immediately stop using the website. If you would like to print this agreement, please click the Print button in the toolbar of your browser.

**PRODUCTS Terms of Offer:** This website offers Sentinel-1 SAR data map products for agricultural applications for download. By downloading products from this website, you are agreeing to be bound by the terms of this agreement.

**Property Rights:** Cropix owns property rights and trade secrets in the products. You may not copy, reproduce, resell or pass on any products manufactured and / or distributed by Cropix.

**Delivery times:** The commissioned products are made available within a time limit. The period begins with the provision of the raw data on one of the known data portals for Sentinel-1 data. The working days in Switzerland in the canton of Zurich are used as the basis for data processing. The probability of meeting the delivery deadline is 95%.

Frames /Orbit	1	2	5	10	15	20	30
	24 h	24 h	32 h	40 h	48 h	54 h	60 h

**VAT:** When you purchase products, you are responsible for paying any applicable sales tax.

### **WEBSITE Content: Intellectual Property and Links to Third Party Providers.**

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- (3) do not resell any material on the website,
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1. LIMITATION OF LIABILITY CROPIX'S ENTIRE LIABILITY, WITH RESPECT TO THE CONTENT AND PRODUCTS OF THE SITE AND / OR FOR ANY BREACH OF THIS AGREEMENT, IS EXCLUSIVE TO THE AMOUNT PAYED BY YOU AND SHIPPING OF PRODUCTS ON THIS WEBSITE. CROPIX ASSUMES NO LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS IN ANY MANNER, INCLUDING THE LIABILITY OF THE (1) DISABLED USE REPLACEMENT PRODUCTS OR CONTENT COSTS: (3) ANY PRODUCTS PURCHASED OR PURCHASED THROUGH THE SITE OR TRANSACTIONS INTO THROUGH THE SITE: OR (4) ANY LOSSES OF PROFIT THAT YOU MAKE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**COMPENSATION:** You will indemnify, indemnify, defend and hold harmless Cropix and all of its contractors, agents, employees, officers, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney fees and expenses.

By third parties in connection with or from

(1) this Agreement or your breach of your warranties, representations, and obligations under this Agreement:

(2) the website content or your use of the website content:

(3) the Products or your use of the Products (including Trial Products):

(4) Intellectual property or other property rights of a natural or legal person:

(5) Your breach of any provision of this Agreement: or

(6) any information or data that you have provided to Cropix.

If Cropix is threatened or sued by a third party, Cropix may require you to provide written representations regarding your promise to indemnify Cropix.

Your failure to make such representations may be viewed by Cropix as a material breach of this Agreement. Cropix has the right, at its own expense, to defend your claims against third-party claims in connection with your use of content or products on the website with a legal advisor from Cropix.

At your request and at your expense, Cropix will cooperate appropriately in any defense of third party claims. You are solely responsible for defending Cropix against any claims, but you must obtain Cropix's prior written consent to any related settlement.

The terms of this provision will apply even after termination or termination of this Agreement or your use of the Website or the Products.

**PRIVACY POLICY:** It is very important to Cropix to protect the privacy of users and to inform you about the use of data by Cropix. Please note the Cropix data protection guideline, which is incorporated here by reference and which is published on the website <https://cropix.ch>.

**AGREEMENT TO BE BOUND:** By using this website or ordering products, you confirm that you have read this Agreement and all terms and conditions on this website and are bound by them.

**VIII. GENERAL: Force majeure.** Cropix will not be deemed to be in default or held responsible for suspending, interrupting or delaying the performance of its obligations under this contract due to earthquake, flood, fire, storm, natural disaster, force majeure, war, terrorism, armed conflict, labor strike, lockout or boycott.

**Cessation of operations.** Cropix may discontinue the operation of the website and the sale of the products at any time at its own discretion and without prior notice to you.

**Whole agreement.** This Agreement comprises the entire agreement between you and Cropix and supersedes all previous agreements relating to the subject matter contained herein. Effect of the waiver. Cropix's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Should any provision of this Agreement be found to be invalid by a competent court, the parties nevertheless agree that the court will endeavor to comply with the intentions of the parties as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect.

**Governing Law: Jurisdiction.** This agreement is subject to the laws of Switzerland without taking any conflicting rules into account. Neither you nor Cropix will initiate or pursue any action, proceeding or claim to enforce the terms of this Agreement. No compensation can be claimed for breach or non-

fulfillment of this agreement or otherwise arising from or on the basis of this agreement, except for courts with their registered office in Switzerland. By using this website or ordering products, you consent to the jurisdiction and venue of these courts in connection with any action, proceeding, or claim arising out of or arising out of this Agreement. You hereby waive any right to jury trial arising from this Agreement and any accompanying documents.

**Statute of limitations.** You agree that regardless of any law to the contrary, any claim or cause of action arising out of or relating to your use of the Website or the Products or this Agreement must be filed within one (1) year of any such claim or cause of action.

**Waiver of class action rights.** BY CONCLUDING THIS AGREEMENT, YOU ARE HEREBY WAIVING ANY RIGHTS THAT YOU MAY CONNECT WITH CLAIMS OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCESS DEVICE. ALL CLAIMS ARISING OUT OF, IN RELATION TO, OR IN CONNECTION WITH THIS AGREEMENT MUST BE MADE INDIVIDUALLY.

**Termination.** Cropix reserves the right to terminate your access to the website if, in its sole discretion, it believes that you have violated any of the terms of this Agreement. Once cancelled, you will not be permitted to use the website and Cropix may, at its sole discretion and without notice to you, cancel any pending product orders. If your access to the website is terminated, Cropix reserves the right to take all measures it deems necessary to prevent unauthorized access to the website. This Agreement is for an indefinite period unless Cropix, in its sole discretion and without notice, decides to terminate it.

**Assignment:** You may not transfer your rights and obligations under this Agreement to anyone. Cropix may, at its sole discretion and without notice, assign its rights and obligations under this Agreement to you.

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