

Terms of Service

Sentinel Ag, Inc.

Last Updated: August 27, 2025

These Terms of Service ("**Terms**") apply to your use of Sentinel Ag, Inc.'s ("**Sentinel**") Application, Website, and Services. "**You**" means the person or company that creates a Sentinel account for use of the Services. These Terms also apply to any trial period offered by Sentinel. By creating an account with Sentinel, you accept these Terms.

Each time you use the Site or the Services, the then-current version of the Terms will apply. If you use the Site or the Services after a modification of these Terms, you agree to be bound by the Terms as modified.

These Terms contain important information regarding your rights with respect to the Site and the Services, including your relationship with us, and include an arbitration provision that may limit your ability to pursue claims against us in court. Please read them carefully and review them regularly.

- 1. Services Provided.** Sentinel provides an online agricultural management software-as-a-service application to assist you with making fertigation decisions (the "**Application**"). The Application is accessible through Sentinel websites (ntime.sentinel fertigation.com, www.sentinel fertigation.com, www.sentinelag.tech, app.sentinelag.tech) (collectively, the "**Website**") and, as applicable, through smart phone apps that connect to the Application ("**Apps**"). If you create and maintain an active account with Sentinel and pay the subscription Fee (as defined below), Sentinel shall grant you the right to access the Application through the Website and Apps, if available. The Application includes different modules and services that provide different functionalities (collectively, the "**Services**"). The Services may change from time to time as Sentinel adds or removes functionalities. The right to access granted in this section is limited to Authorized Users. Your use of the Application is subject to any [Privacy Policy](#) and other applicable policies or agreements located on the Website.

The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Application via a mobile device, (ii) the ability to browse the Application and the Website from a mobile device and (iii) the ability to access certain features through Apps downloaded and installed on a mobile device (collectively, the "**Mobile Services**"). To the extent you access the Apps through a mobile phone, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Apps may be prohibited or restricted by your carrier, and not all Apps may work with all carriers or devices or in all areas. By using the Apps, you agree that we may communicate with you regarding Sentinel and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Apps may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Sentinel account information to ensure that your messages are not sent to the person that acquires your old number.

Ag Data. "**Ag Data**" is defined in Sentinel's [Ag Data Use Policy](#). With respect to the content or other materials you upload through the Services or share with other users or recipients (the Ag Data), you represent and warrant that you own all right, title and interest in and to such Ag Data, including, without

limitation, all copyrights and rights of publicity contained therein. You agree not to include any personally identifiable information about yourself or any other person in any Ag Data except as expressly requested or required by Sentinel. By uploading any Ag Data you hereby grant and will grant Sentinel and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify, create derivative works from, and otherwise utilize such Ag Data for any and all purposes necessary to perform the Services and without further notice to you, attribution, and without the requirement of any permission or payment to you or any other person or entity, except as otherwise expressly provided herein. You may not intentionally upload viruses, spyware, or other malicious software to the Application. You assume full responsibility for any damage caused to Sentinel or other users of the Application if you or someone using your account violates this provision. You agree to abide by Sentinel's Ag Data Use Policy. You also authorize and appoint us as your attorney in fact and agent with full power to enter into and execute any document or undertake any action we may consider appropriate to use or enforce the grant of rights and waivers set forth in these Terms.

2. **Third-Party Providers.** Sentinel's Services include information licensed from third-party content providers ("**Third-Party Providers**"), such as satellite and unmanned aerial vehicle imagery ("**Third-Party Content**"). Your use and access to Third-Party Content is governed by these Terms and those restrictions and requirements imposed by Third-Party Providers.
3. **Recommendations.** The Application is designed to provide you with recommendations regarding the timing and quantity of fertilizer applications ("**Recommendations**", "**Rx**", or "**Insights**"). Sentinel works hard to ensure that Recommendations are as timely and accurate as possible, but there may be instances where Recommendations are delayed or unavailable, and Sentinel is not liable to you for delay or failure to make a Recommendation. The ultimate responsibility for determining when, where, and how much fertilizer to apply is your decision. You should always confirm that Recommendations are accurate and appropriate. Sentinel is not a licensed fertilizer applicator. You are solely responsible for all fertilizer applications. Neither Sentinel nor a certified service provider is responsible for yield production. You are the owner of any Recommendations that are made with your account, meaning you can share your Recommendations freely with others. Sentinel may retain a copy of all Recommendations for Sentinel's own use, for research and development, and to improve the Services.
4. **Payment Terms.** You agree to pay the subscription fee established when you enroll in any Sentinel Service ("**Fee**"), on the terms provided by Sentinel. The Fee is subject to change at Sentinel's discretion, provided it is not within the current subscription term. Upon termination or expiration of your account, you will have an opportunity to retrieve your Ag Data for the time periods explained in the Ag Data Use Policy. Payment of the Fee may be subject to additional terms provided by Sentinel or required by a third-party payment processor. Sentinel may limit, suspend, or terminate your access to the Application if you fail to pay the Fee when due.
5. **Availability of Services.** Sentinel will use commercially reasonable efforts to make the Services available 24 hours per day, 7 days per week. Sentinel may schedule maintenance and down time and will provide you with notice prior to such events. During this time, the Services may be unavailable. Down-time may also occur due to emergencies or causes beyond the control of or that were not foreseeable by Sentinel including, without limitation, interruption or failure of telecommunication carriers or digital transmission links, network attacks, network congestion, DDOS or other attacks,

intrusion, or other failures, as well as Acts of God ("**Force Majeure Events**"). The Services may also be limited in functionality or unavailable due to an outage or disruption of service from Third-Party Providers. Sentinel is not liable to you for any damage or injury caused due to scheduled maintenance, Force Majeure Events, or Third-Party Providers disruptions. Sentinel is not liable for delay or disruption of the Services caused by Internet Service Providers ("**ISPs**").

6. **Authorized Users.** Sentinel has established four types of users for the Application: (1) "**Sentinel**" users are persons working internally for Sentinel; (2) "**Service Provider**" are users who provide services on behalf of Sentinel; (3) "**Grower**" users are persons who are landowners, farmers, and other persons who are directly responsible for farming land and will use the Application for their own activities; and (4) "**Trusted Advisor**" users are persons who Growers allow to view the information and have been approved by the Sentinel team (collectively "Sentinel," "Service Provider," "Grower," and "Trusted Advisor" are "**Authorized Users**").

These Authorized Users are then granted one of two user permission levels: (1) "**Administrator**" authority allows to manage their team in the platform with full functionality; or (2) "**Staff**" authority which restricts the user from controlling the team. Sentinel, Service Provider, and Grower users have both Administration and Staff permissions whereas Trusted Advisors solely have Staff permission.

Regardless of the user type, all Authorized Users must create an account, log-in, and password with Sentinel and be identifiable by first and last name, an e-mail address, and a phone number. Sentinel reserves the right to exclude any person from using the Application who is not identified as an Authorized User. Authorized Users are responsible for the conduct of all persons who access and use the Application with their login, as well as unauthorized users that obtain access to your account due to any Authorized User's failure to safeguard their user id or password.

7. Your Obligations

- 7.1. **Protect Intellectual Property of Others.** You agree that your Ag Data and other information used in connection with the Application shall not contain any data, information, trademarks, or trade secrets that violate any applicable law or infringe or misappropriate any intellectual property of any third party, including Third-Party Providers. You agree that the Application, Website and Services shall not be used in connection with any illegal activity.
- 7.2. **Access and Security.** You are responsible for maintaining the confidentiality of your password and account information for the Application, Website, and Services. You will use reasonable security measures to prevent unauthorized users from accessing the Services. You shall defend and indemnify Sentinel from any Losses (as defined below) due to (i) the acts or omissions of Authorized Users accessing and using the Services and (ii) the acts of unauthorized users accessing the Application with yours or any Authorized Users' account logins.
- 7.3. **Prevent Malware.** You shall not intentionally upload or transmit any Malware (as defined below) to Sentinel. "**Malware**" means any of the following: computer instructions or code that can alter, destroy, shut down, lock out, lock up, encrypt, inhibit or interfere with the operation of or access to computer software, databases, data, network, servers, or any related computer environment, including but not limited to other programs' data storage and computer libraries; programs that

self-replicate without manual intervention; instructions programmed to activate at a predetermined time upon a specified event; programs that permit unauthorized access to computer software or hardware or databases; programs that purport to do a meaningful function but are designed for a different and harmful function; and programs that perform no useful function but utilize substantial computer, telecommunications, memory, or other resources, including viruses, Trojan horses, botnets, spiders, time bombs, protect codes, data destruction keys, trap doors, kill switches, DDOS (distributed denial of service) code, and similar code or devices.

- 7.4. **Reuse of Third-Party Content.** Third-Party Content obtained from the Application may only be used for the Authorized User's own use. Service Providers and Trusted Advisors may also use Third-Party Content to assist Grower users with whom the Service Provider or Trusted Advisor has a contractual agreement to provide services. You may not delete or modify any copyright or trademarks identifying Third-Party Content.
- 7.5. **Protection of Software.** These Terms govern your access to the Application through the Website. Sentinel retains all rights to the Application, including software, trademarks, and other intellectual property associated with the Application. You shall not download, copy, or reverse engineer any software, trademarks, or intellectual property associated with the Application. Sentinel hereby grants you a non-exclusive, non-transferable, non-sublicensable license to use such software during the Term only in connection with the Services. You accept responsibility and liability for compliance of the foregoing by your customers.
- 7.6. **Other User Conduct.** You agree that you will not use the Services to:
- 7.6.1. interfere with, disrupt, or copy or alter the Services in whole or in part, any data stored or accessed through the Services, or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; or
 - 7.6.2. violate any applicable local, state, national or international law, or any regulations having the force of law; or
 - 7.6.3. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - 7.6.4. interfere with any other user of the Services, or attempt to obtain their information, harass, intimidate, or violate the rights of any other user of the Services; or
 - 7.6.5. further or promote any criminal activity or enterprise.
8. **Special Notice for International Use; Export Controls.** Software available in connection with the Services and the transmission of applicable data, if any, is subject to United States export controls. No software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws.
9. **Trademarks and Intellectual Property.** These Terms do not grant you any right, title, or interest in the names "Sentinel," "Sentinel Ag," "Sentinel Fertigation," "N-Time," "Sentinel Plots," "Sentinel Blocks," "Indicator Blocks," or "Establishment Rx," or the logos associated with the Application ("**Trademarks**"). The Trademarks are owned by Sentinel. The Application and other technology provided by Sentinel may be protected by copyright, trademark, patent, and other state and federal laws of the United States. These Terms do not grant you any rights to any software, other trademarks, service marks, trade names,

logos, domain names, or brand features associated with Sentinel, including those marks used by Sentinel belonging to others, such as Third-Party Providers (the “**Proprietary TMs**”) or any trademark, service mark, trade name, logo, domain name or brand feature that is identical or confusingly similar to the Trademarks or Proprietary TMs, or that constitutes a translation thereof into any other language. Sentinel shall own and retain all right, title and interest in and to (1) all improvements, enhancements or modifications to the Application or software, (2) any software, applications, inventions or other technology developed by Sentinel in connection with additional services or support provided to you, and (3) all intellectual property rights related to any of the foregoing (together, the “**Service Content**”). You acknowledge and agree that you do not have, nor will acquire, pursuant to or because of these Terms, any ownership interest, license, lease or other right or interest in or with respect to the Application or any intellectual property in or to the Application or software. Except as expressly authorized by Sentinel, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Application, Services or the Service Content, in whole or in part, except that the foregoing does not apply to your own Ag Data that you legally upload to the Application or Services. Any rights not expressly granted herein are reserved by Sentinel. You agree to pay Sentinel any attorneys’ fees incurred by Sentinel in enforcing this provision. This provision shall survive termination of these Terms.

10. Term and Termination

- 10.1. **Term.** The Term of your account is one year and begins upon the date you create an account with Sentinel (“**Term**”).
- 10.2. **Renewal Term.** These Terms shall continue to apply to subsequent one-year terms (each, a “**Renewal Term**”). Together, the Term and Renewal Term are referred to as the “**Term**.” A different Fee may apply to any Renewal Term. You should notify Sentinel at support@sentinelag.tech if you do not want to renew the Term. In that instance, you may continue to use the Application until the end of the existing, paid-for Term.
- 10.3. **Termination.** Sentinel may suspend or terminate your account at any time for violation of these Terms. Sentinel may also suspend or terminate your account if you are using the Application in any way that would cause Sentinel legal liability or disrupt others’ use of the Application. All indemnity and liability provisions shall survive after your account is terminated or you cease using the Services. Suspension or early termination of your account by Sentinel will not entitle you to any refund of the Fee.

11. Indemnification. You agree to defend and indemnify Sentinel, together with its agents, officers, owners, members, attorneys, and employees, from any and all claims, judgments, damages, fines, losses or liabilities (collectively, “**Losses**”), to the extent that such Losses are caused in whole or part by (i) your breach of these Terms; (ii) a breach of these Terms by someone using your account; (iii) your negligent act or omission; (iv) your willful misconduct; or (v) your application of fertilizer. You are liable under this indemnity provision for anyone who uses the Application with your account, whether an Authorized User or someone who accesses your account without your authorization. This section shall survive after suspension or termination of your account.

12. No Warranty. THE APPLICATION AND ALL SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING,

BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sentinel makes no guarantees regarding the accuracy or reliability of any Recommendation, and neither Sentinel nor a certified service provider warrants a crop yield of any size. The total liability of Sentinel for any and all claims arising out of your use of the Application and Services will not exceed the amounts actually paid by you to Sentinel during the most recent Term.

- 13. Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT SENTINEL WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR CROP OR YIELD REDUCTION OR LOSS, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SENTINEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THE SHIPMENT TERMS, IN NO EVENT WILL SENTINEL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID SENTINEL IN THE LAST SIX (6) MONTHS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

- 14. Arbitration.** At Sentinel's or your election, all disputes, claims, or controversies arising out of or relating to the Terms or the Services that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before JAMS, or its successor. Unless otherwise agreed by the parties, arbitration will be held in Lincoln, Nebraska before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by JAMS, and will be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified in the Terms of Service. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in these Terms and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under these Terms, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

Notwithstanding the provisions of the introductory section above, if Sentinel changes this 'Arbitration' section after the date you first accepted these Terms (or any accepted subsequent changes to these Terms), you may reject any such change by sending us written notice within thirty (30) days of the date such change became effective, as indicated by the Last Updated date identified above or in the date of Sentinel's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and Sentinel in accordance with the provisions of this section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

- 15. Modifications.** Sentinel may revise these Terms from time to time. Such changes shall be effective at the time updated, as noted by the Last Updated date identified above. Sentinel will notify you of any modifications to these Terms when you log into the Application. By continuing to use the Application after revisions become effective, you agree to be bound by the updated Terms.
- 16. Lawful Use.** Your use of the Application shall be lawful at all times. You must be at least 18 years of age or older to use the Services. You are responsible for obtaining any licenses, permits, registrations and for satisfying all formalities as may be required for use of the Application or Services in accordance with applicable law or regulation. Any user of your account must be authorized by you. Nothing in these Terms shall prevent Sentinel from complying with any subpoena or court order compelling Sentinel to disclose your Ag Data or other information.
- 17. Other Legal Terms.** These Terms are governed by Nebraska law. Any suit naming Sentinel (including any affiliated company or brand, owners, employees, attorneys, or agents) as a party involving these Terms must be filed in state courts or federal district court located in Lincoln, Nebraska and you consent to venue and jurisdiction there. These Terms create no third-party beneficiary rights. Sentinel's failure to enforce any provision in these Terms is not a waiver of the right to do so at a later date. If any provision is found unenforceable, the remaining provisions of these Terms will remain in full effect. You may not assign your Sentinel account or any of your rights in these Terms without Sentinel's consent. Sentinel may assign its rights without your consent. These Terms do not create an employee, partnership or agency relationship between you and Sentinel.
- 18. Inquiries.** If you need to contact Sentinel for any purpose regarding these Terms, the [Privacy Policy](#), or the [Ag Data Use Policy](#), please email support@sentinelag.tech.
- 19. Execution.** If you sign these Terms on behalf of a company, you represent that you are authorized on behalf of such company and that such company will be bound by these Terms.
- 20. Notice for California Users**
Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at 1071 County Road G, Ithaca, NE 68033.