



Terms of Service (Ag-Tech Subscription Agreement)

Last Updated: March 10, 2026

Company: FarmSense, Inc.

Platform: FlightSensor™

Website/App: www.farmsense.io

These Terms of Service (“Terms”) govern your access to and use of the FlightSensor software platform, analytics, mobile/web applications, Application Programming Interfaces, and any associated field hardware, sensors, or devices (collectively, the “Services”).

By creating an account, activating a subscription, installing hardware, or using the Services, you agree to these Terms. If you are acting on behalf of a company, farm, cooperative, or organization, by subscribing for the Services, you represent that you have authority to bind that entity.

1. Subscription & Access

1.1 Plans

Services are provided on a subscription basis (e.g., per season, per acre, per device). Plan details, pricing, and features are defined in your order form or online checkout.

1.2 Term

Subscriptions run for the selected term (e.g., growing season or annual) and automatically renew unless canceled prior to renewal (“Subscription Term”).

1.3 Authorized Users

Access may be shared with employees, Pest Control Advisers, consultants, or partners working on your fields, provided they comply with these Terms. You are responsible for their use.

2. Billing, Payments & Auto-Renewal

2.1 Fees

You agree to pay all subscription fees and applicable taxes.

2.2 Auto-Renewal

Your subscription renews automatically at the end of each Subscription Term unless canceled before the renewal date.

2.3 Cancellation

You may cancel future renewals via your account portal or written notice. Cancellation takes effect at the end of the current Subscription Term.

2.4 No Refunds

Subscription fees are non-refundable once the Subscription Term begins, including in-season cancellations.

2.5 Price Changes

We may change pricing with at least thirty (30) days' notice prior to renewal.

3. Hardware (Sensors, Traps, Field Devices)

3.1 Ownership

Data is provided to you through your subscription as specified in your order form. All supplied hardware is our property.

3.2 Installation & Field Use

You are responsible for proper installation and reasonable care of data-collecting hardware in field conditions. Normal wear from agricultural environments is expected.

3.3 Connectivity

Service performance depends on cellular network availability. We are not responsible for coverage gaps or third-party network outages.



3.4 Loss, Damage & Theft

You are responsible for lost, stolen, or damaged hardware not caused by manufacturing defects.

3.5 Warranty

We warrant that the hardware will be free from defects in materials and workmanship under normal intended agricultural field use for the duration of your active Subscription Term (“Warranty Period”).

If the hardware fails due to a covered defect during the Warranty Period, we will, at our option:

- Repair the hardware,
- Replace the hardware with the same or a functionally equivalent device, or
- Provide a refurbished replacement.

Replacement hardware may be new or refurbished and may contain new or previously used parts that are functionally equivalent to new.

3.5.2 What Is Covered

This warranty covers failures caused by:

- Manufacturing defects
- Hardware component failure under normal field conditions

Normal wear from agricultural environments (dust, heat, moisture, vibration) is expected.

3.5.3 What Is Not Covered

This warranty does **not** cover damage or failure caused by:

- Improper installation or use outside intended instructions
- Abuse, misuse, negligence, or vandalism
- Loss or theft
- Modification, tampering, or attempted repair by anyone other than FarmSense, Inc.
- Damage caused by animals, farm equipment, vehicles, or third-party actions



- Flooding, fire, lightning, extreme weather events, or other force majeure events
 - Network or power failures outside our control
 - Cosmetic damage that does not affect functionality
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3.5.4 Replacement Process (RMA)

To request a replacement:

1. Contact support at **support@farmsense.io**
2. Provide your account details and device ID
3. Describe the issue and troubleshooting steps taken

We may require return of the failed Hardware. If return is required, we will provide return instructions. Failure to return required hardware may result in a replacement fee.

3.5.5 Shipping & Downtime

- Replacement hardware will be shipped within a commercially reasonable timeframe.
- We are not responsible for downtime caused by shipping delays, field access limitations, connectivity issues, or environmental conditions.
- Expedited shipping may be available at your expense.

3.5.6 Condition of Returned Hardware

Hardware is the property of FarmSense, Inc. Returned devices may be inspected, refurbished, or recycled.

3.5.7 Termination or Expiration of Subscription

Upon expiration or termination of your subscription:

- Hardware must be returned within thirty (30) days if requested by FarmSense, Inc.
- Warranty coverage ends when your Subscription Term ends.
- Failure to return Hardware upon request may result in a replacement or non-return fee.

3.5.8 Disclaimer of Other Warranties

EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY, THE HARDWARE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT ANY OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

3.5.9 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FARMSENSE, INC. SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST CROPS, LOST PROFITS, OR BUSINESS INTERRUPTION ARISING FROM HARDWARE FAILURE OR REPLACEMENT.

4. Agronomic & Operational Disclaimer

The Services provide **decision-support information**, not agronomic, chemical, or regulatory advice. You are solely responsible for:

- Pest, disease, and nutrient management decisions
- Pesticide selection, timing, rates, and compliance
- Following label instructions and local regulations
- Field safety and worker protection standards

WE DO NOT GUARANTEE YIELD, PEST CONTROL OUTCOMES, REGULATORY COMPLIANCE, OR ECONOMIC RESULTS.

5. Data Ownership & Use

5.1 Your Field Data

You retain ownership of data collected from your fields, devices, and manual inputs (“Customer Data”).

5.2 License to Operate the Platform

You grant us a limited license to use Customer Data to operate, support, improve, and provide the Services.



5.3 Aggregated & Anonymized Data

We may use aggregated and anonymized data for benchmarking, analytics, research, and product development.

5.4 Data Sharing with Partners

You may authorize data sharing with Pest Control Advisers, consultants, researchers, or partners. You control access permissions.

5.5 Privacy & Security

We use commercially reasonable safeguards. Details are in our FarmSense Corporate Privacy Policy: <https://billing.farmsense.io/privacy>

6. Acceptable Use

You agree not to:

- Reverse engineer hardware or software
 - Scrape or copy platform data at scale
 - Use the Services to violate pesticide regulations
 - Interfere with network or device performance
 - Use the Services for any unlawful or harmful purposes
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7. Intellectual Property

All platform software, analytics models, firmware, designs, and trademarks belong to FarmSense, Inc. You receive a limited license to use them as part of your subscription.

8. Availability & Service Levels

We strive for reliable uptime but do not guarantee uninterrupted service. Weather, farm conditions, connectivity, and maintenance may affect availability. Any formal up-time commitments are governed by a separate Service Level Agreement, if required.

9. Termination

9.1 By You

You may cancel renewal at any time; access continues until the end of the then-applicable Subscription Term.

9.2 By Us

We may suspend or terminate access for non-payment, misuse, or material breach.

9.3 Effect

Upon termination, access ends and leased hardware must be returned per the return policy.

10. Disclaimers

WE DO NOT WARRANT PEST DETECTION ACCURACY, PREDICTION ACCURACY, OR REGULATORY COMPLIANCE OUTCOMES.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FARMSENSE, INC. IS NOT LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LOST CROP VALUE, LOST PROFITS, OR BUSINESS INTERRUPTION.

TOTAL LIABILITY OF FARMSENSE, INC. SHALL NOT EXCEED THE FEES PAID BY YOU IN THE PRECEDING TWELVE (12) MONTHS.

12. Indemnification

You agree to indemnify, hold harmless and defend FarmSense, Inc. against claims arising from:

- Your field operations



- Pesticide application decisions
 - Violations of law or regulation
 - Misuse of the Services
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13. Governing Law

These Terms are governed by the laws of the State of California, without regard to conflict-of-law rules. Any legal action or proceeding arising under these Terms and/or the Services shall be brought exclusively in the Federal or State courts located in Riverside County, CA.

14. Changes to Terms

We may update these Terms with notice. Continued use constitutes acceptance.

15. Contact

FarmSense Inc.

2025 Chicago Ave., A12, Riverside, CA 92507

support@farmsense.io

(909) 258-9403