

MAINTENANCE AGREEMENT

THE PARTIES

This Maintenance Agreement ("Agreement") is between: TTA-ISO Holding BV and affiliated companies ("TTA-ISO" or "we") and the customer identified in the Order Confirmation of which this Agreement forms part ("you" or "Customer"). This Agreement becomes effective on the date of delivery of the Equipment as specified in the Order Confirmation ("Effective Date").

WHAT WE AGREE

As described in the Order Confirmation, which forms part of this Maintenance Agreement, you purchased Installations that we will produce and install. We will provide maintenance services and fix any problems you report. You'll pay us a fixed annual fee for these services. This Agreement explains exactly how all of that works.

ELIGIBILITY: This Maintenance Agreement is available for newly delivered Installations supplied and manufactured by us without additional requirements. For Equipment already in operational use, or for Equipment previously covered under a lapsed or terminated Maintenance Agreement, TTA-ISO reserves the right to accept or decline coverage at its sole discretion. If accepted, a mandatory pre-contract inspection and necessary corrective work must be completed first to establish baseline condition. The Maintenance Agreement becomes effective only after this baseline work is completed and approved by TTA-ISO. Costs for the pre-contract inspection and baseline work are not included in the annual fee and will be charged separately.

IMPORTANT NOTE: Service outside standard office hours is exclusively available to customers with an active Maintenance Agreement. Customers without a Maintenance Agreement can only request service on a time-and-materials basis during standard office hours, where travel costs and all hours and materials are invoiced based on our standard fees.

ABOUT THIS AGREEMENT

This agreement is written in plain, conversational language to make it easier to understand. We believe clear communication contributes to better mutual understanding. However, the conversational tone doesn't diminish the legal effect of these terms - all provisions are legally binding and enforceable under Dutch law. If you have questions about any provision, please contact us before signing. We're happy to explain the meaning and intention of these terms.

Article 1: DEFINITIONS

When we use these terms with Capital letters, here's what they mean:

- a. **Periodic Inspection (PI):** An annual inspection where we check your Installations for issues, fix minor problems if we can do it on the spot, and provide you with a report of our findings and recommendations.

- b. **Equipment:** A collection of related devices or instruments that work together as originally intended.
- c. **Contract Period:** How long this agreement initially lasts, as specified in the Order Confirmation.
- d. **Corrective Work:** Work we do to fix Malfunctions and replace parts if necessary to ensure your Installation operates safely.
- e. **Finish:** The date when this Agreement ends, as stated in the Order Confirmation.
- f. **Effective Date:** The date when this Agreement starts, as stated in the Order Confirmation.
- g. **Notification:** Messages from you to us about Malfunctions or other issues, sent via phone, app, or email.
- h. **Maintenance:** All technical and organizational work needed to keep your Installation in good working order, without making improvements or changes. This excludes work that users or super-users would normally do themselves.
- i. **Agreement:** This service agreement between TTA-ISO and you.
- j. **Preventive Work:** Regular maintenance activities aimed at keeping your Installation safe and functioning well.
- k. **Malfunctions:** Any deviations from the normal operation of the Equipment.
- l. **Response Time:** The target time for us to respond to your Notification about a specific Installation. This is not a strict deadline but a target.
- m. **Working Hours:** The times when we'll perform work under this Agreement, as specified in the Order Confirmation or General Terms and Conditions.
- n. **Installations:** The Equipment we made or supplied that this Agreement covers.
- o. **Compensation:** The fixed fee for the services we provide, as outlined in this Agreement.
- p. **Replacement Work:** The replacement of parts of the Installations or Equipment as needed after an inspection.
- q. **Wear Parts:** Components subject to normal wear and tear during regular operation, including but not limited to plant grippers, etc.
- r. **Order Confirmation:** The document confirming your purchase and delivery of Installations, which includes a section specifying the terms of this Maintenance Agreement (such as covered equipment and applicable rates). For renewals or standalone contracts an Appendix may be used instead
- s. **Rate Chart:** the schedule of rates and travel costs for services which are not included in the annual Maintenance Agreement fee, as specified in Article 10 of this Agreement.

Article 2: HOW LONG THIS LASTS

This Agreement starts on the Effective Date and lasts for the Contract Period. It will automatically renew for another 12 months unless either of us gives written notice to terminate at least three months before the end of the current period.

Important: Termination can only happen at the end of the Contract Period or the end of the current 12-month period. The specific dates are in the Order Confirmation. This contract cannot be paused at any time.

The service rates specified in this Agreement are guaranteed for a period of 5 years, subject only to annual CPI correction as described in Article 6.b. Notwithstanding this

guarantee, if TTA-ISO experiences demonstrably significant cost increases (exceeding 20% above CPI-adjusted rates), TTA-ISO may propose a rate adjustment with three months' written notice. In this case, you may accept the adjustment or terminate the Agreement with immediate notice without penalty.

After 5 years, TTA-ISO reserves the right to review and adjust the rates based on market conditions, inflation, and operational costs. After 10 years, TTA-ISO will conduct a comprehensive review and may propose continuation with adjusted terms or termination of the Agreement.

Article 3: WHAT'S COVERED BY THIS CONTRACT

With this maintenance contract, you're securing a comprehensive package of services from us. A summary of these services and the Installations covered is in the Order Confirmation. We'll make sure qualified technicians are available to meet our obligations, and these technicians will have the necessary knowledge to maintain all Equipment properly.

Here's what we'll provide to ensure your Installations are operational and safe:

- a. **Telephone Support.** You can report issues by calling our Customer support team. Our team will provide an initial analysis of the reported issue. Experienced operators can receive expert guidance in Dutch or English language.
- b. **Remote Service.** If there are issues with your Installation, our Customer support team will connect your operator with a software engineer. This engineer will try to diagnose and fix the problem remotely as soon as possible. This helps solve software issues quickly.
- c. **What we need from you.** You must make sure your designated contact person is available for us to reach if needed. If your contact person isn't available, we can delay our services and response times without being at fault. You should also confirm when the problem has been fixed.
- d. **Spare Parts in Stock.** As long as we can get hold of them, we'll keep spare parts readily available for your Installations at efficient warehouse locations. This ensures quick replacements and minimizes downtime for your installations.
- e. **Software and Firmware Updates.** You're entitled to receive updates for the software and firmware of your Installation, as long as no hardware changes are needed. These updates improve performance, fix security issues, and ensure compatibility with hardware. We'll make sure the control software works well with new spare parts. If needed, we'll apply updates to your installation, separate from any software licenses.
- f. **Periodic Inspection (PI).** Once a year, or after a certain number of uses, we'll conduct a thorough inspection of your Installations according to maintenance guidelines. During this inspection, we'll fix minor issues right away if we have the necessary parts available and can complete the work on time.
After the inspection, you'll receive a report detailing our findings and recommendations for any further work needed to maintain your Installations' performance and reliability.
- g. **Replacement Work.** If additional work is needed after an PI for replacing parts, we'll schedule and perform this work in agreement with you.

- h. **Resolving Malfunctions On-Site.** When you report a malfunction, we'll work to resolve it as quickly as possible. If we can't fix the issue remotely and escalation is needed, we'll discuss with you since the travel costs are on you. If we agree, we will send someone to fix it on-site. We always strive to leave our premises on work days within 24 hours of escalation. If sooner is needed, we will try to find a mutual solution. We'll prioritize our actions based on urgency.
- i. **Parts and Materials.** We'll cover the costs of all parts and materials used during the PI or any necessary replacements, except for wear parts.
- j. **Discount Benefits.** As a Maintenance Agreement holder, you receive:
 - 10% discount on hourly rates for additional work not covered by this Maintenance Agreement (as specified in Article 4)
 - 10% discount on all materials and parts
- k. **Remote Support Availability.** Remote support is available during:
 - Weekdays: 07:00 to 22:00
 - Saturdays: 08:00 to 15:00We aim to meet the Response Time of 4 hours for remote support requests.

Article 4: WHAT'S NOT COVERED BY THIS CONTRACT

The following costs are your responsibility, unless we agree otherwise:

- a. **Work Outside Standard Hours.** If work needs to be done outside our regular service hours (as stated in the Order Confirmation) due to your request or the nature of the work, we can charge extra fees. The specific rates for this work are specified in Article 10 (Rate Chart).
- b. **Energy Supply and Inspections.** Repair cost of the energy supply cable and annual inspections of energy supply is not included in this contract.
- c. **Improvements to Functionality.** Any requests for improvements or changes to the original design or use of the Equipment are not covered by this contract.
- d. **Support for Unusual Species.** If applicable, support for training a vision selection system to use new species that the existing algorithms don't recognize is not included in this contract.
- e. **Wear and Tear/Damage.** Damage caused by improper use, external factors, or use for purposes other than intended is not covered.
- f. **Cleaning Issues.** Cleaning of your equipment is not included in the scope of this contract. Damage caused by not cleaning the equipment on time, as per the manual, is not covered in this contract.
- g. **Night Surcharge.** Any night surcharges for work performed outside standard hours are not included in this contract.
- h. **Travel Costs.** All travel costs for on-site visits are not included in this contract and will be charged according to the rates specified in Article 10 (Rate Chart):
 - Car Travel:
 - i. Travel will be calculated from the TTA-ISO location nearest to your location
 - ii. Distance and time will be determined by using Google Maps routing (standard route without traffic delays). In case Google Maps is

- unavailable or provides unreasonable results, an alternative comparable routing service may be used.
- iii. Traffic delays and actual travel time deviations are not charged; only Google Maps calculated time applies
- Other Forms of Travel:
 - i. For air travel, train, taxi, public transport, and other transportation methods: actual costs incurred plus administrative costs as specified in Article 10
 - ii. Supporting documentation (receipts, tickets) will be provided upon request
 - Travel Time:
 - i. Travel time (calculated or actual, depending on transportation method) will be charged according to the applicable hourly rate in Article 10
 - ii. For car travel, Google Maps calculated travel time applies; for other transportation, actual travel time applies
- i. **Wear Parts and Replacement Labor.** The cost of wear parts and the hourly rate to replace them are not included in this contract.
 - j. **Fair Use Limitation.** This contract is subject to a Fair Use Policy. We expect you to use your equipment up to a maximum of 2000 hours per year. If usage exceeds this threshold, we reserve the right to review the contract terms or apply additional charges.

Article 5: YOUR RESPONSIBILITIES

During this Agreement, you must:

- a. **Report Malfunctions.** Notify us immediately about any Malfunctions using a documented Notification that includes:
 - A description of the problem
 - When the problem occurs
 - The circumstances surrounding the problem
 - The operators involved
 - The On-site contact person's information
 - The object number of the Installation
- b. **Allow Inspections.** Give us the chance to perform a General Periodic Inspection once a year and/or carry out Preventive or Corrective Work on weekdays between 7:00 a.m. and 6:00 p.m.
- c. **Ensure Safe Conditions.** Make sure that inspections and maintenance activities can happen safely and without interruptions at the Installation site, at the agreed times.
- d. **Provide Access.** Ensure that the Installation is easily accessible for us to perform inspections and maintenance (e.g., moving machines out of greenhouses or using fans to cool down).
- e. **Inform Operators.** Make sure that any operators of the Installations are informed and cooperate with us to fulfill your obligations under this Agreement. If we cannot

get hold of your operators, we won't be able to help you and won't be held to our response time commitment.

- f. **Provide Communication Access.** Ensure that there is access to communication tools (Wi-Fi, mobile, or fixed network) necessary for remote monitoring and analysis, according to our standard procedures.

Article 6: WHAT YOU PAY

Here's how the fees work:

- a. **Annual Fee.** You'll pay us an annual fee, excluding VAT, for the agreed services. The first year's fee will be adjusted to match the calendar year. The annual fee is specified in the Order Confirmation. We'll invoice this fee in advance every quarter, and payment is due within 15 days of receiving the invoice. You cannot delay or offset the payment of this fee.
- b. **Annual Price Adjustments.** Every year on January 1st, we'll adjust the service fees for inflation according to the Dutch Consumer Price Index (CPI) published by Statistics Netherlands (CBS) for the preceding October (base year 2025=100). The calculation is: $\text{new price} = \text{old price} \times \text{CPI Oct year X} / \text{CPI Oct year X-1}$.
- c. **If You Don't Pay On Time.** If you don't pay an invoice on time, you're considered in default without needing formal notice from us. From the due date, you'll owe statutory commercial interest on the unpaid amount.
- d. **We Can Pause Work.** If the fee is not paid or is late, we reserve the right to suspend all service activities, including remote support and on-site visits, until payment is received in full. No service will be provided during periods of non-payment. Any damage resulting from this delay will be your responsibility.
- e. **Additional Costs You'll Cover.** You'll also cover the following costs, calculated according to the rates in the Order Confirmation:
 - **Costs we incur due to issues you cause**, such as delays from end users, waiting times for technicians, or unsafe conditions. Waiting times are considered working hours and will be charged at the rates specified in Article 10 (Rate Chart).
 - **Costs from you not fulfilling your responsibilities** under Article 5 on time or properly.
 - **Costs due to external factors** like weather, infrastructure failures, or other unforeseen events.
 - **Costs from using the machine improperly** or for purposes other than intended, including operation by unqualified personnel.
 - **Costs from not cleaning the machine properly.**
 - **Costs for minor maintenance** that you should reasonably handle yourself with available spare parts.
 - **Note:** Costs for maintenance and repairs covered by this Agreement are included in your annual fee.
 - **Travel costs for on-site visits**, calculated according to Article 4.h and the rates specified in Article 10 (Rate Chart) including distance, travel time, other travel costs and administrative fees where applicable.

Article 7: LIABILITY (WHAT WE'RE RESPONSIBLE FOR)

Here's what we agreed about liability:

- a. Our Maximum Liability.** If we're found liable for providing the Services, our total liability will be limited to the amount equal to the annual price for the Maintenance Agreement of the related equipment.
Exception: This limitation doesn't apply to claims from third parties for bodily injury or death caused by our intentional actions or gross negligence.
- b. What We're Not Responsible For.** We're not responsible for indirect, incidental, special, or consequential damage. This means we won't pay for things like:
- Lost business or lost profits
 - Business interruptions
 - Lost data
 - Costs for replacement products or services
- This applies regardless of whether the damage is due to a breach of contract, negligence, or any other unlawful act.
- c. Voluntary Help.** We're not liable for any help we provide outside the obligations outlined in this Agreement. Such help is considered voluntary, and we're not responsible for it.

Article 8: IF WE NEED TO END THIS AGREEMENT

We've set up a few agreements for the unlikely case of contract termination:

- a. Termination Due to Insolvency.** Either of us can terminate the Agreement with written notice if the other Party becomes insolvent, stops doing business, goes bankrupt, or cannot pay its debts.
- b. When You Can Terminate.** You can terminate the Agreement, in whole or in part, with written notice to us, giving 60 days' notice before the end of a calendar month if:
- An Installation or Equipment is permanently removed from your location, and you inform us in writing that it will not be used elsewhere, **or**
 - You believe we've failed to meet our obligations, providing a specific description of the issue. We can prevent termination by fixing the issue within the 60-day notice period.
- c. When We Can Terminate.** We can terminate the Agreement, in whole or in part, if:
- You fail to meet your obligations and don't fix the issue within 30 days after receiving written notice from us, **or**
 - The situation described in Article 6.3.4 of the General Terms and Conditions of Service occurs, **or**
 - The situation described in Article 9 of the General Terms and Conditions of Service occurs, leading us to terminate the Agreement regarding the Equipment or Installation.
- d. What Happens to Fees.** If the Agreement is terminated based on the previous paragraphs, you cannot reclaim any fees already paid. If you haven't paid the fee at the time of termination, you'll owe a fee proportional to the number of months the

Agreement has been in effect during the current contract year. We'll refund any amounts you paid for Services not yet provided, unless otherwise agreed.

- e. **Outstanding Payments.** You'll still owe payment for any work already done and other usual costs. If you terminate the Agreement, we'll no longer be obligated to perform maintenance on the Equipment or parts of the Installation affected by the termination.

Article 9: OTHER IMPORTANT TERMS

We're almost there. Below are a few other things we'll adhere to:

- a. **General Terms and Conditions Apply.** The General Terms and Conditions of TTA-ISO attached to this Agreement are an integral part of it. Any general conditions from you do not apply to this Agreement.
- b. **Data Access and Use.** We'll have continuous online access to the Equipment and its software systems and can analyze the data for product improvement. You agree that we may use this data in a bundled and anonymized way for marketing purposes.
- c. **Complete Agreement.** This Agreement represents the entire understanding between us regarding its subject matter and replaces all previous agreements. Any changes to this Agreement must be made in writing and agreed upon by both of us.
- d. **Important:** The fee for this Maintenance Agreement is calculated on a yearly basis, so the contract cannot be paused at any time.
- e. **Waiver.** If either of us doesn't enforce a term of this Agreement, it doesn't mean we waive our right to enforce it later.
- f. **Invalid Provisions.** If any part of this Agreement is found to be invalid or unenforceable, the remaining parts will still be in effect. We'll then agree on a new provision that closely matches the intent of the invalid provision.
- g. **No Right to Dissolve.** Unless stated otherwise in this Agreement and permitted by law, we both waive our rights to dissolve or annul the Agreement in whole or in part.
- h. **No Transfer Without Consent.** Neither of us can transfer our rights or obligations under this Agreement to third parties without written consent from the other Party.

Article 10: RATE CHART

The following rates apply to services and costs which are not included in the annual Maintenance Agreement fee. These rates are valid as of the Effective Date of this Agreement and may be reviewed and updated annually on January 1st, subject to the CPI adjustment described in Article 6.b or based on significant changes in operational costs.

Description	Rate
Hourly rate service engineer	€ 100,78
Hourly rate service engineer abroad	€ 115,27
Hourly rate software engineer	€ 128,55
Travel time national	€ 77,17
Travel time international	€ 64,05
Car/Van per kilometer	€ 0,53
Night/hotel compensation per night per person	€ 128,08

Weekend compensation per weekend (Sat+Sun) per person	€ 384,18
Truck per kilometer (TTA-ISO owned)	€ 1,85
Administration fee transportation costs (not being hours or km's)	10%

Description (Irregular working hours)	Surtax
Working days 06:00 to 07:00h	+ 25%
Working days 18:00 till 22:00h	+25%
Working days 22:00 till 06:00h	+50%
Saturday 06:00 till 13:00h	+50%

Annual Rate Updates

- Rates are subject to annual CPI adjustment as described in Article 6.b
- TTA-ISO reserves the right to adjust rates based on significant changes in operational costs, with 30 days written notice to Customer
- Updated Rate Charts will be communicated in writing and published on the TTA-ISO customer portal
- The Rate Chart valid at the time of service request applies to that specific service

Discount

This Rate Chart shows standard rates. As a Maintenance Agreement holder, you automatically receive 10% discount on these hourly rates when we perform additional work not covered by your Agreement. You also receive 10% discount on all parts and materials. See Article 3.j for complete discount benefits.

Acceptance

This Agreement forms an integral part of the Order Confirmation. By signing the Order Confirmation, both parties agree to be bound by all terms and conditions of this Maintenance Agreement.

A digital version of this Agreement is accessible via QR code in the Order Confirmation