

SERVICE LEVEL AGREEMENT OF RED HORTICULTURE

1. PREAMBULE

The present Service Level Agreement (hereinafter referred to as the 'SLA') of the company RED HORTICULTURE (SIREN 840 702 609) and all of its subsidiaries govern without restriction or reservation the relationship between the company RED HORTICULTURE (SIREN 840 702 609) and all Users of the MyRED Service.

This Service Level Agreement outlines the specific provisions applicable to the MyRED Service.

All services related to the MyRED Service sold by the Seller and provided to the Customer are defined in the Seller's General Terms of Service (hereinafter referred to as the "CGS"), and these Service Level Agreement (SLA) are accessories of them.

These SLA are available at any time on the Seller's website and/or upon request.

In this GTU, the company RED HORTICULTURE will be referred to as RED HORTICULTURE, and the professional Customer will be referred to as the "Customer". More broadly, in connection with the sale of RED Solutions, the Contract applies to the exclusion of all other conditions, and the Customer acknowledges having read and accepted them.

The conclusion of the Service contract by the Customer constitutes acceptance, without restriction or reservation, of these SLA.

This version of the SLA cancels and replaces all previous versions from the conclusion of a new Contract.

The Customer acknowledges and accepts that these SLA are subject to evolve, and the version of the SLA applicable to the Contract is the one available on the Seller's website.

Unless otherwise stated herein, any term or expression defined or used in the GTC and the GSC shall have the same meaning as used here.

In all other respects, the GTC-S and GTS remain unchanged and are fully in effect.

In case of conflict between the different documents constituting the Contract, prevailing shall be given in the following order: 1: GTC-S – warranties conditions / 2: GTS / 3: T&Cs / 4: SLA / 5: EIG / 6: PWP-SPA¹.

2. INFORMATION

The MyRED Service is a SaaS solution, designed for horticulturists to control their lighting strategy in order to optimize the development and growth of their Customer's Plants.

The Service is published, hosted, and operated by RED HORTICULTURE. The purpose of this SLA is to provide the Customer with the necessary level of information for the optimal operation of the MyRED Service and the MyRED Software made available to Users by RED HORTICULTURE.

RED HORTICULTURE's liability cannot be engaged in the event of a malfunction of the solution due to non-compliance.

The Customer declares that they have the necessary skills to use the MyRED Service and to train their internal teams who will use the MyRED Service (hereafter "Users") and have been fully informed by RED HORTICULTURE that it is his responsibility to adhere to all the recommendations in this agreement.

Below is the list of technical prerequisites necessary for the proper functioning of the MyRED Service.

It is the Customer's responsibility to always maintain an environment and technical setup in accordance with the prerequisites necessary for the proper functioning of the MyRED Service.

In case of non-compliance, RED HORTICULTURE's liability cannot be engaged.

3. TECHNICAL PREREQUISITES

Browser prerequisites

In general, it is recommended to always use the latest version of your browser, which is regularly updated.

Compatible Browsers			
For MAC	Safari Chrome Firefox	For PC	Chrome Edge Firefox

Network prerequisites

The quality of the network plays an important role in the User experience. To work under optimal conditions, the Customer's network infrastructure must be connected to the network and have sufficient bandwidth and low latency, performance that fluctuates depending on the number of connected Users. Minimum required speeds:

- For one person: Speed of 4Mb/s;
- Up to 5 connected people: Speed of 8Mb/s;

- More than 5 people: Speed of 20Mb/s;

Other external factors can also reduce/alter the quality of the speed:

- Presence of a firewall, antivirus;
- Quality of the WIFI;
- Quality of the 4G network;

In case of degraded MyRED Service performance due to network quality, it is strongly recommended that the Customer prefers one of the following environments:

- Wired connection rather than wifi/4G;
- Another network (e.g., home network);
- Another computer or device for using the MyRED Service.

The Seller cannot, under any circumstances, be held responsible for the quality of the Customer's network.

Operating system prerequisites

As of the date of signing the Contract, RED HORTICULTURE recommends that the Customer use the latest version of the operating system on which they are working (PC or MAC).

To maintain system compatibility and security, it is strongly advised to regularly update the operating system, in accordance with the latest versions supported by Microsoft and Apple.

Workstation prerequisites

Regarding the chosen internet browser, RED HORTICULTURE recommends relying on the default configuration.

Configuration prerequisites

Following the installation of the Equipment in accordance with the "EQUIPMENT INSTALLATION" article of the GTS, and in accordance with the terms of the Contract, the Customer verifies that the Users have correctly configured all the settings necessary for the proper functioning of the MyRED Service.

4. DEFINITIONS

Any word in these SLA whose first letter is capitalized refers to a definition provided in this article

Contract: Refers to all contractual elements related to the RED Solutions, which the Customer acknowledges understanding and accepting. It includes all applicable conditions for the elements ordered by the Customer, also encompassing the RED HORTICULTURE's General Terms and Conditions of Sale (CGT-S), General Terms of Services (GTS), and their ancillary contracts, the Warranty Conditions of the Equipment, General Terms of Use (GTU), the Service Level Agreement (SLA), the Equipment Installation Guide (EIG), and other technical documents as well as, if applicable, the PWP or the SPA.

Customer(s): Refers to any professional, either an individual or a legal entity, who has entered into a contract directly with the RED HORTICULTURE under the terms of this SLA.

EIG: Refers to the acronym for the Equipment Installation Guide, a document in which the RED HORTICULTURE mentions maintenance recommendations for the RED HORTICULTURE's lighting fixtures for Normal use conditions.

Equipment: Refers to the electrical lighting equipment—"lighting fixtures"—as well as servers, sensors, access points, or any other hardware developed by the RED HORTICULTURE and necessary for the functioning of the RED Solutions.

Force Majeure: Refers to an event that is insurmountable and irresistible, resulting from a cause beyond the control of the Parties, which consists of an event or a series of events of a climatic, pandemic, bacteriological, military, political, or diplomatic nature.

Functionality(ies): Refers to all the features provided by RED HORTICULTURE to Users through the MyRED Software.

GCT-S: Refers to the acronym for the General Terms and Conditions of Sale related to the sale of the RED HORTICULTURE's equipment.

GTS: Refers to the acronym for the General Terms of Services related to the provision of services by the RED HORTICULTURE under the MyRED Service.

GTU: Refers to the acronym for the General Terms of Use related to the use of the MyRED Service.

Level 1 Support: Refers to the maintenance support, which can be handled directly by the Customer itself and where the line of conduct is included in the EIG.

Level 2 Support: Refers, during maintenance support, handling of questions related to all elements arising from the MyRED Solutions (use of the light, architecture, IT systems, etc.).

MyRED Service(s): Refers to the services related to the provision of the software developed by the RED HORTICULTURE, its installation and user onboarding, as well as the necessary support for maintaining the RED Solutions, including Level 1 and Level 2 Support and MyRED Service Support.

¹ The PWP and the SPA are only applicable between the Parties if the Customer has signed the documents.

MyRED software: Refers the portal access to the MyRED Service provides by RED HORTICULTURE and accessible through MyRED WEB and MyRED MOBILE application.

MyRED Service Support: Refers to the support services for handling the MyRED Service, agronomic support, software use support, and preventive maintenance, aimed at improving the performance of the entire installation.

Party(ies): Refers collectively to the RED HORTICULTURE and the Customer.

Plant(s): Refers to a collection of plants of the same species planted in the same space, land or greenhouse.

PWP: Refers to the acronym for the Performance Warranty Policy related to the Equipment sold by the RED HORTICULTURE.

RED Solution(s): Refers to the complete set of Equipment and services offered and sold by the RED HORTICULTURE.

SLA: Refers to the acronym for the Service Level Agreement, a document in which the RED HORTICULTURE lists the technical prerequisites for the MyRED Service and the recommendations for the Normal use of the MyRED Software provided by the RED HORTICULTURE.

SPA: Refers to the acronym for MyRED Service Performance Agreement related to the performance that the Customer can expect from the Seller's services.

User(s): Refers to any individual authorized by the Customer, duly authorized to use or access the elements of the MyRED Service under the execution of this Agreement.

5. SCOPE OF AVAILABILITY OF THE MYRED SERVICE

Content

The MyRED Software is made available to Users to carry out operations for managing the light intensity of RED HORTICULTURE's lighting fixtures.

The actual scope of the ordered services is that specified in the order linked to the conclusion of the Contract.

The MyRED Software allows any User to access features that enable them to remotely control their lighting fixtures based on pre-recorded light recipes or ones they can create themselves.

Limitation

The Customer may retain a history of all operations carried out on the MyRED Software covering three (3) years: the current year and the two previous years.

If the Customer wishes to obtain the history of all operations performed prior to the aforementioned period, they must do so by extracting the data from the MyRED Software using their own means.

No Specific Development is included in the service provision.

The Customer is informed that the MyRED Software is for strictly professional use, excluding any private use.

Access

Access to the service is conditioned upon the Customer obtaining the elements mentioned in the article "TECHNICAL PREREQUISITES" of this document, as well as specific identifiers for each User.

By default, access to the MyRED Software is available 24 hours a day, seven days a week.

It may be interrupted during Maintenance Windows as specified below, and during urgent maintenance.

Scheduled maintenance can only take place during periods previously defined by the Seller and communicated to the Customer at least five (5) working days before the actual maintenance occurs.

This period is referred to as the MyRED Software maintenance window.

Urgent maintenance is not defined by any specific period and may occur at any time.

Regarding urgent maintenance, RED HORTICULTURE commits to keeping the Customer informed as quickly as possible.

MyRED Software availability rate

RED HORTICULTURE commits to providing an application availability rate of at least 95% (calculated on a monthly basis).

The availability of the MyRED Software is defined as the ability to access and connect to the MyRED Software. The availability rate (AR) is calculated on a monthly basis:

$$TD = ((PRT - \text{somme des TI}) / PRT) * 100 [\%]^2$$

The downtime of the Service does not include the following interruption times:

- Planned maintenance time;
- Urgent maintenance time;
- Interruptions/quality degradation due to Force Majeure;

- Interruptions/quality degradation related to systems outside the scope of the service provision, including but not limited to:
 - o The Customer's telecommunications network;
 - o The WIFI connection;
 - o The 4G network;
 - o Non-compliance with technical prerequisites.

Only the production environment, excluding any other environment, is subject to the aforementioned availability rate.

6. TECHNICAL PROVISIONS RELATED TO THE SERVICE

Infrastructure

RED HORTICULTURE guarantees its Customers the diversity of data centers located in Europe for all European Customers.

This diversity helps reduce the risk of customer data loss, ensures optimal availability, and, if necessary, facilitates data restoration.

RED HORTICULTURE commits to complying with applicable regulations and industry standards, including, but not limited to, those regarding backups, security, and data confidentiality.

RED HORTICULTURE selects its data centers based on the following characteristics:

- High level of redundancy;
- Long-distance fiber optic network;
- Compliance with ISO certifications and other relevant security certification bodies;
- Minimization of environmental impact.

Administration and supervision

Following the installation, under our infrastructure, RED HORTICULTURE commits to performing daily maintenance, updates, and optimization of:

- The operating systems necessary for the MyRED Service;
- The database management systems;
- The monitoring of these systems;
- The data backup policies necessary for the proper functioning of the MyRED Software.

Backup and restauration management

In the event of damage occurring on the infrastructure operating the MyRED Software, RED HORTICULTURE commits to using its best efforts to restore the MyRED Software based on the most appropriate backup with the shortest possible RPO (Recovery Point Objective).

RED HORTICULTURE is responsible for conducting backups and restorations to secure the Customer's data.

The Customer's data backups are performed on a daily cycle and kept for three (3) years so that, upon the Customer's request, their environment can be restored.

The Customer's data backups are performed in two copies, stored in two different locations.

In the event of a disaster affecting the infrastructure allowing the MyRED Software to operate, RED HORTICULTURE commits to restore the MyRED Software, in the shortest possible time, based on the most appropriate backup.

Updates

The Updates are classified into two categories:

- New versions involving a change in the version number of the standard application features of the MyRED Software.
- Corrective patches.

The Customer acknowledges that RED HORTICULTURE automatically excludes any request for specific developments.

The following are expressly excluded from system updates: the Customers specific settings, made directly through the MyRED Software and unique to their usage of the MyRED Software.

Updates may be implemented during planned maintenance or urgent maintenance phases. Corrective patches can be applied at any appropriate time.

The Customer acknowledges RED HORTICULTURE's right to carry out updates without prior consent from the Customer.

Any technical documentation related to the Updates will be made available by RED HORTICULTURE on its website www.horticulture.red.

² PRT : Représentant la période de référence type, étant entendu que cette période de référence type s'entend de la tranche horaire de 07h00 à 20h00 (CET/CEST²), du lundi au vendredi, hors jours fériés français.

TI : Représentant le temps d'indisponibilité du Logiciel MyRED (de la tranche horaire de 07h00 à 20h00 (CET/CEST²) du lundi au vendredi, hors jours fériés français).

To the extent reasonably possible, RED HORTICULTURE agrees to inform the Customer in advance of the scheduled dates for the implementation of updates in accordance with the article ACCESS of this document.

The Customer is informed that certain updates, due to their content (functional or ergonomic changes) or technical complexity (which may include, but is not limited to, changes to the Customer's specific settings, thus requiring the intervention of additional services—such as training), may be required.

The Customer is informed that, potentially, after new updates, the Customer is solely responsible for ensuring that their MyRED Software complies with the TECHNICAL REQUIREMENTS mentioned in this document. As a result, the Customer acknowledges that they may need additional services beyond what has already been subscribed to with RED HORTICULTURE, which will be billed according to RED HORTICULTURE's service catalog.

The Customer acknowledges and agrees to cover the costs of these additional services unless the Parties have already decided otherwise within the terms of the initial Contract elements.

Following the aforementioned updates, the Customer acknowledges that RED HORTICULTURE cannot be held responsible for any potential non-compliance of the Customer's technical environment with the aforementioned TECHNICAL REQUIREMENTS, and it is the Customer's responsibility to restore this compliance.

Finally, for legal reasons, RED HORTICULTURE is prohibited from restoring data deleted by Users. The Customer is fully responsible for the management of MyRED Software data entered, modified, or deleted manually by its users.

7. SERVICES

Customer's dashboard on the MyRED Software

Access to the MyRED Software granted to each User generally allows them to access:

- Light recipes by zone;
- Tutorials;
- Personalized reports of their Users;
- A privileged communication channel with the technical engineers at RED HORTICULTURE;
- Performance analysis;
- Support tools;

Support tools

Tutorial

The tutorials are videos on functional thematic subjects. They allow Users to independently refresh their knowledge related to the MyRED Service.

Personalized report

Allows the Customer to know, in a personalized manner, their energy consumption and efficiency related to the RED Equipment.

Light recipe Library

Specific lighting protocols adjusted to the growth needs and type of plants of the Customer, accessible directly through the MyRED Service.

Support Service

Scope of the Support service

The scope of intervention for the support of the MyRED Service is established by RED HORTICULTURE regarding malfunctions related to the Features of the MyRED Software, which require the following prerequisites:

- A user proficient with their solution;
- An up-to-date and standard version, i.e., not customized;
- A functional version that is properly configured;

This support can only be provided on an environment that is compatible and meets all the recommendations outlined in this document.

Requests outside of the aforementioned scope may incur a chargeable service.

Support request submission procedures

In order for RED HORTICULTURE to provide the best solution to the User, the User agrees, when submitting their request to the support functions of RED HORTICULTURE, to provide all the necessary information to understand the issue encountered, along with all the steps and indications needed for its reproduction.

For any matter related to this article, the Customer is invited to contact RED HORTICULTURE at the following email address: support@horticulture.red.

RED HORTICULTURE's commitment for support

Regarding Level 2 Support for the MyRED Service, the support service is accessible at the following email address: support@horticulture.red.

Regarding the handling of the request, from the moment the request is registered, during the above-mentioned working hours, RED HORTICULTURE will make its best

efforts to address the request as soon as possible, with the response time not exceeding twelve (12) hours, regardless of the urgency of the request.

It is understood that the level of urgency of the request will be jointly assessed by the Parties. In the event of a disagreement on the classification of the urgency level of a request, the Parties acknowledge that the default level assigned will be considered high.

Specific commitment for issues

At the end of the request handling period, RED HORTICULTURE will qualify and reproduce the Anomaly.

Following this qualification and reproduction of the Anomaly, RED HORTICULTURE will have the following timelines:

- Criticality 1 Anomaly: Twenty-four (24) working hours to provide the Customer with a corrective action plan.
- Criticality 2 Anomaly: Six (6) working days to provide the Customer with a correction or a workaround solution.
- Criticality 3 Anomaly: No specific timeline for correction or provision of a workaround solution.