**END USER LICENSE AGREEMENT (EULA) for Aurigraph Aurex for Farmers and Field Agents**

This End User License Agreement ("Agreement") is a legal agreement between you ("You" or "Licensee"), the end user, and Aurigraph ("Licensor" or "Aurigraph") concerning your use of the Aurigraph Aurex software application and related services ("Software").

**IMPORTANT:** READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SOFTWARE.

**1. Definitions**

* **Authorized User:** A farmer or field agent who has been granted a license to use the Software under this Agreement.
* **Data:** Any information, including but not limited to, agricultural data, field data, crop information, location data, and user-generated content, that You input, collect, or process using the Software.
* **Field Agent:** An individual authorized by a farming organization, agricultural business, or other entity to use the Software to provide support, data collection, or other services to farmers.
* **Farmer:** An individual or entity engaged in agricultural activities, including crop cultivation, livestock management, or other farming practices, who uses the Software for their farming operations.
* **License Fee:** The fee paid by You or on Your behalf for the right to use the Software.
* **Software:** The Aurigraph Aurex software application, including any updates, upgrades, documentation, and related materials, provided to You by Aurigraph.
* **Subscription Term:** The duration of the license granted to use the software.

**2. Grant of License**

2.1 Subject to the terms and conditions of this Agreement and payment of the applicable License Fee, Aurigraph grants You a limited, non-exclusive, non-transferable, revocable license to:

* (a) Download, install, and use the Software on authorized devices for Your own use in connection with Your farming operations (if You are a Farmer) or in providing services to farmers (if You are a Field Agent).
* (b) Access and use the services provided through the Software, including data storage, analysis, and communication features.

2.2. **Specific Use Cases:**

* **(a) Farmers:** Farmers may use the Software to manage their farms, track crop data, access weather information, receive agricultural advice, and communicate with other stakeholders.
* **(b) Field Agents:** Field Agents may use the Software to collect field data, provide support to farmers, monitor crop conditions, and facilitate communication between farmers and other parties.

**3. License Restrictions**

3.1 You shall not:

* (a) Modify, adapt, translate, reverse engineer, decompile, or disassemble the Software, except as expressly permitted by applicable law.
* (b) Copy, distribute, sell, lease, or otherwise transfer the Software to any third party.
* (c) Use the Software for any purpose other than as expressly permitted in this Agreement.
* (d) Attempt to circumvent or disable any security features of the Software.
* (e) Use the Software in any way that violates any applicable laws or regulations.
* (f) Remove, alter, or obscure any copyright, trademark, or other proprietary notices contained in the Software.
* (g) Use the software to develop a competing product or service.

3.2. You are responsible for maintaining the confidentiality of Your login credentials and for all activities that occur under Your account.

**4. Ownership**

The Software and all intellectual property rights therein are owned by Aurigraph or its licensors. This Agreement does not grant You any ownership rights in the Software.

**5. Data**

5.1 You retain ownership of Your Data. Aurigraph's use of Your Data is governed by Aurigraph's Privacy Policy, which is incorporated into this Agreement by reference.

5.2 You are responsible for the accuracy, quality, and legality of Your Data. You represent and warrant that You have the right to collect, use, and provide Your Data to Aurigraph in connection with Your use of the Software.

5.3 Aurigraph may use Your Data in an anonymized and aggregated form for the purpose of improving the Software, developing new products and services, and for other business purposes, as described in the Privacy Policy.

**6. Payment**

You agree to pay all applicable License Fees for Your use of the Software. The License Fees are subject to change, and Aurigraph will provide You with reasonable notice of any changes. Payment terms are as agreed upon between You and Aurigraph or its authorized reseller.

**7. Term and Termination**

7.1 This Agreement is effective upon Your first access or use of the Software and continues until terminated.

7.2 You may terminate this Agreement at any time by ceasing to use the Software and deleting all copies of the Software in Your possession or control.

7.3 Aurigraph may terminate this Agreement immediately and without notice if You breach any term of this Agreement.

7.4 Upon termination of this Agreement, Your license to use the Software will immediately cease, and You must cease all use of the Software and delete all copies of the Software in Your possession or control.

7.5 Sections 4, 5, 7, 8, 9, 10, 11, and 12 shall survive any termination of this Agreement.

**8. Limited Warranty and Disclaimer**

8.1 Aurigraph warrants that the Software will perform substantially in accordance with the accompanying documentation for a period of thirty (30) days from the date of Your initial access or use of the Software ("Warranty Period").

8.2 If the Software fails to comply with the limited warranty in Section 8.1 during the Warranty Period, Aurigraph will, at its sole discretion and as its sole obligation, either:

* (a) Repair or replace the defective Software; or
* (b) Refund the License Fee paid by You for the defective Software.

8.3 The above warranty does not apply if the Software fails to conform due to: (i) accident, abuse, or misuse; (ii) unauthorized modification; or (iii) use in a manner inconsistent with the documentation.

8.4 **Disclaimer:** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. AURIGRAPH DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AURIGRAPH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, DATA, OR OTHER INTANGIBLES, ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF AURIGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AURIGRAPH'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY YOU FOR THE SOFTWARE.

**10. Indemnification**

You agree to indemnify, defend, and hold harmless Aurigraph and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

* (a) Your use of the Software;
* (b) Your Data;
* (c) Your breach of this Agreement; or
* (d) Your violation of any applicable laws or regulations.

**11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction - e.g., the State of California, United States of America], without regard to its conflict of laws principles.

**12. Miscellaneous**

12.1 This Agreement constitutes the entire agreement between You and Aurigraph concerning the Software and supersedes all prior or contemporaneous agreements, understandings, and communications, whether oral or written.

12.2 You may not assign or transfer this Agreement without the prior written consent of Aurigraph. Aurigraph may assign this Agreement without Your consent.

12.3 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

12.4 Aurigraph's failure to enforce any right or provision of this Agreement shall not be deemed a waiver of such right or provision.

12.5 Aurigraph may provide notices to You electronically, including via email or through the Software. You consent to receive such notices.

12.6 This Agreement may be modified by Aurigraph. Aurigraph will provide notice of any material changes to this Agreement, and Your continued use of the Software after such notice constitutes Your acceptance of the modified Agreement.