



Ref. Number: 280366/2025-CRA

## RIMPRO SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This **Software as a Service (SaaS) Agreement** ("Agreement") is entered into by and between:

**RIMpro B.V.**, a company registered in The Netherlands, identification no. 52293297, with its principal place of business at Keizersgracht 482 NL-1017 EG Amsterdam ("Provider"), and

**Czech Republic - Czech Development Agency**, identification no. 75123924, with its principal place of business at Nerudova 3, 118 50 Praha, **Czech Republic** ("Client").

This Agreement governs the Client's access to and use of the **RIMpro Cloud Service** ("Service").

### 1. DESCRIPTION OF SERVICE

RIMpro Cloud Service is a decision support system for fruit and wine grape producers and their consultants, provided via the website [www.rimpro.eu](http://www.rimpro.eu). It processes private weather data using simulation models.

The Client will use RIMpro Cloud Service for realization of its development project in Bosnia and Herzegovina. The below listed institutions (beyond Client) will have access to the user account based on this Agreement.

- Federal Institute of Agriculture Sarajevo
- Federal Agro-Mediterranean Institute Mostar
- Ministry of Agriculture, Forestry and Water Management Republic of Srpska

### 2. ACCEPTANCE OF TERMS

By using the Service, the Client agrees to comply with and be legally bound by the terms of this Agreement, as well as the Provider's **Privacy Policy** and **General Data Protection Regulation (GDPR)** compliance. If the Client does not agree to these terms, they must discontinue use of the Service immediately. Provisions of this Agreement have priority over general Terms and Conditions of the Provider.

### 3. MODIFICATION OF TERMS

The Provider reserves the right to modify this Agreement at any time. Material changes will be communicated via the Provider's website or email. Continued use of the Service after modifications constitutes acceptance of the revised terms.

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#### 4. REGISTRATION

To use the Service, the Client must register an account, provide accurate information, and maintain confidentiality of login credentials. The Provider is not responsible for any unauthorized use of the Client's account.

#### 5. SUBSCRIPTION & PAYMENT TERMS

- The subscription period is **two years**, starting from **15<sup>th</sup> March 2025** and extending until **the 14<sup>th</sup> March 2027**.
- The subscription includes :
  - 25 stations/locations with Meteoblue weather forecasts (a detailed calculation of the services provided is listed in Annex 1 to this contract)
- The subscription cost is : 5.875 Euros (Ex. VAT) per year, which is a total of 11.750 Euros (Ex. VAT) for the whole contract. The total contract price including VAT is 14.217,50 Euros.
- The subscription will be billed in 2 parts :
  - The first half for 5.875 Euros Ex. VAT (7.108,75 Euros Incl. VAT) will be billed on 15<sup>th</sup> March 2025
  - The second half for 5.875 Euros Ex. VAT (7.108,75 Euros Incl. VAT) will be billed on 1<sup>st</sup> June 2025
- Payment must be made in Euros (€) within at most 14 days after issuance of the bills.
- If payment is delayed beyond **21 days**, the Provider reserves the right to **suspend or terminate** the Client's account.
- The payment will be sent to the following bank account of the Provider:



RIMPRO BV  
Keizersgracht 482  
1017EG AMSTERDAM

#### 6. USER CONDUCT & RESTRICTIONS

- The Client is responsible for ensuring the availability, accuracy, and compatibility of their weather data with the Service.
- The Client may **not** publish or share Service-generated output outside of approved user groups.
- Advisory service users may share output with **their clients only** but not with other consultancy services.
- Any unauthorized use may result in account termination.

*Handwritten initials or signature.*

- The Client may not use, nor allow any third party to use, the data generated from the Service to train an artificial intelligence (AI) model, nor to reverse engineer, replicate, or derive the underlying models used in the Service.

## 7. DATA STORAGE & PRIVACY

- The Client retains ownership of uploaded weather data.
- The Provider may use weather data for model improvement and for filling missing data points.
- Upon termination of the subscription, all Client data will be deleted.

## 8. TERMINATION

- Either party may terminate this Agreement by providing written notice.
- The Provider may terminate the Client's access **immediately** if they violate any terms of this Agreement.
- Upon termination, the Client's access to the Service will cease, and all data will be removed.

## 9. WARRANTY DISCLAIMER

- The Service is provided "**as is**" and "**as available**".
- The Provider makes no guarantees regarding the accuracy or completeness of results.
- The Provider is not liable for any claims, damages, or losses arising from the use of the Service.

## 10. DISPUTE RESOLUTION & GOVERNING LAW

- This Agreement is governed by the laws of **The Netherlands**.
- Any disputes arising from this Agreement will be settled in the courts of The Netherlands.

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## 11. SIGNATURES

**Date:** 6/03/2025

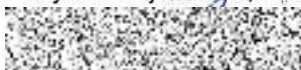
**Provider:**

Mr Raphael Neve, CEO RIMpro B.V.



**Client:**

Zbyněk Wojskowski, Head of Project Implementation Department, CzDA



*RW*



**RIMpro B.V.**

Keizersgracht 482

1017EG AMSTERDAM  
https://www.rimpro.eu

Delivery Address
CESKA ROZVOJOVA AGENTURA
Nerudova 3
11800 PRAHA

Billing Address
CESKA ROZVOJOVA AGENTURA
Nerudova 3
11800 PRAHA

**Quote nr. : DE625020005**

Date : 02/03/2025 Client number : 411C02263

Objet : RIMPRO SERVICES 15/03/25 - 14/03/27

Your VAT number

Our reference :

Our contact :

Contact person : ADV RIMpro - info@rimpro.fr

Description	Qty	Unit price	Total HT
<b>RIMPRO SERVICES FROM 15/03/2025 TO 14/03/2027 FOR 2 YEARS</b>			
<b><u>Year 1: from 15/03/2025 to 14/03/2026</u></b>			
RIMpro Cloud Service Consultant, incl. 10 weather stations	1	1 850.00€	1 850.00€
RIMpro Cloud Service Extra weather stations	15	185.00€	2 775.00€
Meteo Blue Weather Forecast	25	50.00€	1 250.00€
<b><u>Year 2: from 15/03/2026 to 14/03/2027</u></b>			
RIMpro Cloud Service Consultant, incl. 10 weather stations	1	1 850.00€	1 850.00€
RIMpro Cloud Service Extra weather stations	15	185.00€	2 775.00€
Meteo Blue Weather Forecast	25	50.00€	1 250.00€
<b><u>Payment in 2 invoices: 50% on 15/03/2025 and 50% on 01/06/2025</u></b>			
<b>TOTAL</b>			<b>11 750.00 €</b>
VAT 21% over 11 750.00 €			<b>2 467.50 €</b>
<b>TOTAL INCLUDING TAXES</b>			<b>14 217.50 €</b>

**Approval**

<p>Date :</p> <p>Name and function :</p>	<p>Signature &amp; company stamp :</p>
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**Terms and conditions**

Payment terms : **Bank transfer within 14 days upon of receipt of invoice**

Currency : EUROS

*Alternative payment methods may incur fees that will be borne by the customer. Payment in other currencies must take into account appropriate exchange rate for the order to be valid Subscriptions run from January to December (northern hemisphere) July to June (southern hemisphere) Accounts not paid within agreed time will be shut down without further notice.*

IBAN FR76 1380 7006 5832 4218 5359 395  
BIC CCBPFRPPNAN  
BPGO LE MANS ENTREPRISE-00658

RIMPRO BV,  
Keizersgracht 482  
1017EG AMSTERDAM  
info@rimpro.eu

VAT : NL8503.80.753B01