Priva One - Terms of Service

Effective date: March 1st, 2026

1.   Introduction

These Priva One Terms of Service ("Terms") govern the Customer's ("Customer") use of Priva's cloud-based software services, including the Priva One Foundation Package, Supporting Services, and optional Add-Ons (collectively, the "Services"). By ordering, accessing, or using the Services, the Customer agrees to these Terms.

These Terms apply in combination with:

- General Terms & Conditions for Priva Cloud Services
- General Terms & Conditions for Sale of Priva Products and Services
- Priva Data Processing Agreement (DPA)
- Applicable Add-On Terms

In case of conflict, the order of precedence is: (1) Order Form, (2) Add-On Terms, (3) This Master ToS, (4) Applicable General Conditions.

2.   Definitions

Services - The Priva One cloud-based system

Foundation Package - The core subscription tier, as described in Annex A.

Add-Ons- Optional services purchased in addition to the Foundation Package.

Customer Data - Any data uploaded, generated, or transmitted by Customer systems.

Installation Partner - Authorized Priva partners responsible for on-site software and hardware installation and updates.

Order Form - The commercial document specifying purchased subscriptions, Add-Ons, sites, and fees.

Site - A geographical area that uses systems and devices to control its climate and is subscribed to Priva One.

3. Scope of Services

3.1 Foundation Package

The Foundation Package includes all service components described in Annex A, including API Services Free. API Services Free is provided subject to the technical specifications, activation requirements, and usage limits set out in Annex A. The use of API Services Free, and any other API Services made available to the Customer, is additionally governed by the API Services Terms set out in Annex B.

3.2 Add-Ons

Add-Ons extend the Foundation Package. Add-On Terms prevail over conflicting provisions in these Terms.

3.3 Software Updates

Priva provides cloud software updates. An Installation Partner must update local system software. Costs for on-site installation are not included unless explicitly stated.

3.4 Connectivity Requirements

To use Priva One, Customer must maintain:

- A Priva Gateway,
- A stable internet connection,
- Supported system software versions (see Annex A).

4. Access & User Management

4.1 Authorized Users

Customer may grant access to individual users via Access Control.

4.2 Permissions

Permissions can be configured per site user, per user, and per application integration.

4.3 Customer Responsibility

Customer is responsible for maintaining secure logins and for all actions performed under its accounts.

5. Customer Responsibilities

Customer must:

- Keep its Priva system software versions up to date as required in Annex A.
- Maintain stable connectivity and functioning hardware.

- Permit remote access for troubleshooting when required.
- Maintain a separate primary alerting system; Notification Center alone is insufficient.

6. Restrictions

Customer may not:

- Reverse engineer or decompile any Priva software.
- Misuse API Services or exceed assigned usage limits.
- Use the Services as the sole operational alert system.
- Transfer or assign rights or obligations without written consent from Priva.

7. Term, Renewal & Termination

7.1 Term

The subscription term is specified in the Order Form.

7.2 Auto-Renewal

Subscriptions renew automatically for one (1) year unless terminated or restricted with one (1) month prior written notice.

7.3 Upgrades

Customer may upgrade to a higher subscription level at any time. The new level becomes effective at the beginning of the following month.

7.4 Termination Effect

Upon termination, Customer loses access to all Services, software updates, support, and cloud connectivity.

8. Fees & Billing

- Fees are billed from the subscription start date stated in the Order Form.
- Additional services beyond the subscription are billed separately.
- Priva may modify pricing, functionality, and terms with notice via email or My Priva.

9. Support

Support is available on business days from 09:00–17:00 CET via phone or email. 24/7 support requires the Helpdesk 24/7 Add-On.

10. Data Ownership & Use

- Customer exclusively owns Customer Data (e.g., crops, recipes, staffing, device data).
- Priva may use operational data solely to improve its services, refine algorithms, enhance the user experience, and support troubleshooting.

- Data relating to the internal functioning of the Services (e.g., algorithms, architecture) belongs exclusively to Priva.
- All data processed within the Services is treated as Confidential Information under the applicable General Terms.

11.   Governing Law

These Terms are governed exclusively by Dutch law. Any disputes will be submitted to the competent court in The Hague, the Netherlands.

ANNEX A - Service Description

1. Foundation Services

Service	Description
Priva One	Priva One Operator supports daily crop-cultivation management across single or multiple sites by enabling growers to efficiently steer climate and irrigation, identify what needs attention, and avoid mistakes. It provides a straightforward, crop-centric way to monitor and adjust growing conditions while supporting predictive, scalable operations and enabling climate, labor, and process steering from anywhere.
Access Control	User and application management; invite/remove users; granular permissions; up to 25 users per subscription.
Notification Center	All system alarms; confirmations; alarm history; personalized notification settings.
Audit Logs	Chronological logs of system actions for traceability.

2. Software Updates

Component	Description
Control Logic (Process Computer)	Updated by Priva Installation Partners; ensures continuity, stability, and security; local installation required.
Gateway Software	Ensures secure connectivity between local systems and Priva Cloud; updated together with control logic.

3.   Data Services

Service	Description
Data Transmission	The Gateway transmits computer and sensor data to the Priva Cloud.
Data Storage	Data is historically stored in the Priva Cloud.

4.   API Services

Service	Description
API Services Free	Secure integrations with greenhouse data in the Priva Cloud; usage limits depend on API Plan; activation required. Included but disabled by default; activation on request; paid tiers available with separate specifications.

5.   Supporting Services

Service	Description
Online Help Center	Access to extensive support documentation at support.priva.com.
Consultancy	4 hours of remote consultancy per year (including onboarding); additional consultancy available for purchase.
Helpdesk Basic	Remote helpdesk for technical questions during office-hours.

6. Pricing

Subscription pricing is based on the total number of control points, calculated from the number of control modules in the local system. This determines the appropriate subscription tier and corresponding monthly fee.

7. Supported System Software

System	Supported Versions	Release Frequency	Examples
Connext	3 most recent major releases	1 per year	915, 914, 913
Compact CC	3 most recent major releases	1 per year	815, 814, 813

8. Conditions

- Customer must maintain the technical requirements listed in A6.
- Customer must cooperate with reasonable requests from Priva (e.g., remote access scheduling, granting cloud access during troubleshooting).
- Customer must maintain an additional primary alert system.
- Customer Data belongs exclusively to the Customer; operational and service-internal data belong to Priva.
- All data is treated as Confidential Information.
- Fees apply for the full subscription term; subscription renews automatically.
- Services beyond the subscription will be billed separately.
- Assignment of rights is not permitted without Priva's written consent.
- Dutch law applies exclusively; disputes are resolved in The Hague.

ANNEX B — API Services Terms

1. API Versioning & Deprecation Policy

To improve the product, API updates may take place on a regular basis. It is the sole responsibility of the Customer to adapt and finetune its integration(s) to these updates where necessary. When releasing API updates with breaking changes, Priva will apply API versioning.

The latest API version will become the stable version; the former latest version will be marked as deprecated. Deprecated API versions will remain available for at least sixty (60) days to enable the Customer to adapt its integration(s).

Priva will publish product updates via the relevant developer or product changelog.

2. API Developer Responsibilities

Where the Customer uses API Services to build or operate applications:

Priva will provide access to its current API Services and associated documentation to the Customer or, where applicable, to a designated external developer engaged by the Customer.

Any and all developers and users that make use of applications and API Services on the Customer's behalf fall under the Customer's responsibility.

The Customer is solely responsible for adapting and maintaining its own applications and integrations when Priva retires or deprecates API versions after a reasonable update period.

If the Customer provides access to its data to a ready-made third-party application, service or platform, such third party must enter into its own direct API developer agreement with Priva before such access is permitted.

3. Terms of Use for API Services

3.1 Availability of API Services

API Services will be made available to the Customer during the subscription term ("Term"), as set out in the applicable Order Form or, in the absence of such specification, in accordance with the general subscription Term for Priva One.

3.2 Use of API Services

For the duration of the Term, Priva will provide the Customer with access to its then-current API Services and associated documentation.

The Customer may allow its designated external developer to use the API Services on the Customer's behalf, provided that such developer either:

- acts solely as the Customer's contractor for the Customer's own use; or
- has executed a separate "API Developer" or equivalent agreement with Priva where the application or integration is intended for use by multiple end-users.

3.3   Data Access Through Applications

The Customer may, at its own discretion and responsibility, allow access to its own data through applications that make use of the API Services, provided that all such access complies with these Terms and any applicable API-specific terms.

3.4   Changes to API Services

The Customer acknowledges and agrees that Priva may change API prices, functionality and terms unilaterally as development progresses.

While Priva will endeavour to provide a stable and available API and to apply versioning for breaking changes, any new next-generation version does not need to be or remain backward compatible with previous versions. Priva has the right to retire and deprecate older versions after a reasonable update period as described in Section D1.

3.5   Customer Responsibility and Disclaimer

The Customer bears ultimate responsibility for:

- any use it makes of the API Services,
- the proper updating and maintenance of its applications built on top of the Priva
- Services, and
  compliance with the rules and guidelines concerning API use.

Priva cannot be held liable for any direct or indirect losses that result from the failure of the API Services to work where such obligations have not been properly fulfilled by the Customer.

4.   Fees

Fees for an API Services Add-On are specified in the applicable Order Form. Additional charges may apply for services not covered by the Add-On.

5.   Starter and Professional Add-Ons

In addition to API Services Free, the Customer may purchase API Services Starter or API Services Professional as optional Add-Ons to the Priva One Foundation Package.

5.1.   Scope of the Starter and Professional Plans

These paid API tiers provide expanded access, higher usage limits, and additional functionality compared to API Services Free.

The specific capabilities, rate limits, and technical specifications applicable to each plan are published in the Priva Developer Portal.

5.2. Activation and Use

- Starter and Professional plans are activated only after the applicable Add-On is included in the Customer's Order Form.
- These Add-Ons are governed by the API Services Terms in Annex B, in addition to the general Priva One Terms of Service.
- All usage of the API Services under these Add-Ons remains subject to the Customer's responsibility, including integration maintenance and compliance with technical requirements.

5.3. Applicable Limits and Specifications

The limits, quotas, and plan-specific technical details for both Starter and Professional API tiers are documented in the Priva Developer Portal: https://horti.developers.priva.com/docs/api-product-specifications.

6. Feedback and Intellectual Property Rights

The Customer and its developers may provide Priva with feedback, input, or suggestions regarding the API Services. Priva may use and incorporate such feedback at its discretion. To the extent any intellectual property rights arise from such feedback, the Customer hereby assigns (and shall ensure its developers assign) all such rights to Priva Holding B.V., and waives any moral rights therein to the extent permitted by law.

7. Term

The term of this Add-On is co-terminous with the Customer's Priva One Foundation Package subscription and renews exclusively in accordance with Section 7 of the Priva One Terms of Service.

ANNEX C – Add-On Terms: Helpdesk Basic

1.   Scope

Remote technical support via the Priva Helpdesk during office hours.

2.   Included Services

- Remote diagnostics
- Technical Q&A
- Assistance with Priva products and services

3.   Not Included

- On-site visits
- Engineering projects
- After-hours support

4.   Availability

Helpdesk Basic is available during office hours of the Customer's nearest Priva regional office. Office hours are defined as 09:00–17:00 local time.

5.   Fees

Fees for this Add-On are specified in the applicable Order Form. Additional charges may apply for services not covered by the Add-On.

6.   Term

The term of this Add-On is co-terminous with the Customer's Priva One Foundation Package subscription and renews exclusively in accordance with Section 7 of the Priva One Terms of Service.

ANNEX D – Add-On Terms: Helpdesk 24/7

1. Scope

Remote Helpdesk 24/7 provides after-hours emergency remote technical support for Priva systems connected to Priva One. This Add-On is intended to support urgent operational disruptions outside regular business hours.

2. Included Services

- Remote diagnostics and investigation of critical issues.
- Emergency response for system malfunctions impacting operations.
- Priority escalation to specialized Priva engineers when necessary.
- Guidance on restoring system functionality or identifying required on-site intervention.

3. Not Included

- On-site emergency visits.
- Preventive maintenance or scheduled consultancy.
- Engineering projects, reconfiguration, or system redesign.
- Issues unrelated to Priva products, integrations, or cloud services.

4. Availability

Remote Helpdesk 24/7 is available:

- 24 hours per day,
- 7 days per week,
- 365 days per year.

Response times may vary depending on incident severity.

5. Fees

Fees for this Add-On are specified in the applicable Order Form. Additional charges may apply for services not covered by the Add-On.

6. Term

The term of this Add-On is co-terminous with the Customer's Priva One Foundation Package subscription and renews exclusively in accordance with Section 7 of the Priva One Terms of Service.

ANNEX E – Add-On Terms: Crop Performance (Trial Access 2026)

(For Trial Use Only — Non-Commercial Preview)

1.   Scope

The Crop Performance (Trial) Add-On provides Customers with early, temporary access to experimental crop performance insights and related analytics within Priva One.
This Trial is intended solely for evaluation and feedback purposes and does not form part of the commercially available Priva One Services**.**

The Trial version may include limited, incomplete, or evolving functionality.

2.   Included Services

During the trial period, Customers may receive access to:

- Preliminary dashboards and indicators for crop performance insights.
- Experimental models, analytics, or visualizations under development.
- Limited remote support related to trial usage, during office hours only (no guaranteed SLAs).
- Participation in feedback or co-development sessions.

These services are provided on an as-is basis and may change without notice.

3.   Not Included

The Crop Performance Trial does not include:

- Any performance guarantees, uptime commitments, or operational reliance.
- On-site services or engineering work.
- Full support coverage (e.g., 24/7 helpdesk is not included).
- Data validation, agronomic advice, or commercial optimization services.
- Any commitment that features in the trial will remain available or be included in the future commercial add-on.

Add-On Terms take precedence over the main Terms of Service where conflicting, consistent with the ToS structure.

4.   Availability

- The Trial is available for a limited period in 2026.
- Features may be added, removed, or modified at Priva's discretion.
- Priva may suspend or terminate trial access without prior notice.

- Access is provided only to Customers meeting minimum technical prerequisites (e.g., supported process computer versions, connectivity requirements listed in Annex A).

5.   Fees

- The Trial is provided free of charge for evaluation only.
- Fees will apply once Crop Performance becomes a commercial Add-On and is offered in an Order Form.

6.   Term

- Trial access is time-limited and co-terminous with the trial period specified by Priva.
- Trial rights do not automatically continue once the commercial version becomes available.
- Upon trial end, Customer access and related features will be deactivated unless purchased under a future Order Form.
- No data portability or retention obligations apply unless legally required.

7.   Data Use & Privacy

During the Trial:

- Customer Data remains the property of the Customer, as defined in the main Terms.
- Priva may use operational, telemetry, and interaction data generated during the Trial to evaluate, improve, and develop the Crop Performance service, consistent with the data-use provisions in the main ToS.
- Priva may use anonymized or aggregated trial datasets to improve its models.

8.   Warranty & Liability

- The Trial is provided strictly "as is", with no warranties and no guaranteed performance, consistent with the main ToS.
- Priva is not liable for decisions or outcomes based on trial results, insights, or models.
- Liability limitations in the main ToS apply.

9.   Additional Conditions

- Trial features must not be used as the Customer's sole operational alert or steering system. (In line with Notification Center restrictions.)
- Customer must maintain required system software updates and connectivity as listed in Annex A.
- Customer agrees to provide reasonable feedback when requested.