

METRC TERMS OF SERVICE

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Metrc LLC ("Metrc") is honored to be the most trusted and experienced provider of cannabis regulatory systems in the United States. Metrc's solution combines advanced software and radio-frequency identification (RFID) technology to track and trace cannabis from growth, harvest, and processing to testing, transport, and sale for users including, growers, manufacturers, testing facilities, transport providers, dispensaries, state regulators, and law enforcement officials.

The Metrc software (*also referred to as the "Site"*) is operated by Metrc for demonstration, testing, and reporting purposes and accessible to and usable by persons specifically appointed and credentialed by Metrc. Because of the number of users and different types of users across the industry, these Terms of Service are meant to help keep our relationship running smoothly.

By registering for a Metrc Account (as defined in Section 2) or by using any Metrc Services (as defined below), you are agreeing to be bound, without modification, by the following terms and conditions (the "Terms of Service"). **These terms do contain a limitation of our liability.**

If you violate any of the terms herein, including failing to pay the monthly service fee, we may terminate your account. That's a broad statement and it means you need to place a lot of trust in us. We do our best to deserve that trust, provide first class support and keep an open door to your feedback.

You must read, agree and accept all terms and conditions contained or expressly referenced in these Terms of Service, including Metrc's [User Licensing Agreement](#) ("ULA") and [Privacy Policy](#), and if applicable, [Metrc's API Licensing Agreement and Terms of Use](#) ("API Terms"), if applicable, before you begin using Metrc.

1. Definitions

As used in these Terms of Service:

"We," "us," "our," and "Metrc" refers to the applicable Contracting Party.

"You" refers to the Metrc User or in many cases, the Licensee and any of its industry affiliates.

"Materials" refers to Your Trademarks, copyright content, any products or services you sell through the Services (including description and price), and any photos, images, videos, graphics, written content, audio files, code, information, or other data provided or made available by you or your affiliates to Metrc or its affiliates.

"Services" refers to any product created and maintained by Metrc LLC. This definition includes Metrc's track and trace SaaS solution (all versions), whether delivered within a web browser, desktop application, mobile application, or another format, and whether by an API integration or not.

2. Account Terms

- a. To access and use Metrc Services, you must register for a Metrc account ("Account"). To complete your Account registration, you must provide us with your full legal name, business address, phone number, a valid email address, and any other information indicated as required.
- b. You must be the older of: (i) 18 years, or (ii) at least the age of majority in the jurisdiction where you reside and from which you use the Services to open an Account.
- c. You confirm that you are receiving any Services provided by Metrc for the purposes of carrying on a business activity and not for any personal, household or family purpose. You further warrant to Metrc that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use of or benefits from the Site. You may not use the Site to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.
- d. Metrc complies with all US embargoes banning trade or other commercial activity with those certain countries subject to the US Ban. Metrc bars all website activity from such defined countries, whether such access is direct or routed through other countries via VPN or other means.. Metrc may also bar activity from other countries, including VPN, if such activity violates Metrc's government contracts or such activity appears to be not be in compliance with legitimate business activity.
- e. You acknowledge that registration and use of Metrc is conditional on your consent that Metrc is permitted to send you electronic communications, including email, regarding Metrc services, including surveys to improve product and experience, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically (by e-mail and on the Site), satisfy any legal requirement that such communications be in writing. Metrc may use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you ("Primary Email Address"). You must monitor the Primary Email Address you provide to Metrc and your Primary Email Address must be capable of both sending and receiving messages. Your email communications with Metrc can only be authenticated if they come from your Primary Email Address.
- f. Technical support in respect of the Services is only provided to Metrc Users. Questions about the Terms of Service should be sent to Metrc Support at support@metrc.com.
- g. You agree not to work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services.
- h. You understand that your Materials may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- i. You will be able to connect your Metrc account to third-party accounts. By connecting your Metrc account to your third-party account, you acknowledge and agree that you are

consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third-party sites). If you do not want information about you to be shared in this manner, do not use this feature.

3. Payment of Subscription and Tag Fees and Taxes

- a. If applicable to your state, you will pay the Fees applicable to your subscription (“Subscription Fees”) on a monthly basis. You must keep a valid payment method on file with us to pay for all incurred and recurring Fees. Metrc will charge applicable Fees to any valid payment method that you authorize (“Authorized Payment Method”) by uploading in Metrc, and Metrc will continue to charge the Authorized Payment Method for applicable monthly Fees until the Services are terminated, and any and all outstanding Fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in U.S. dollars, and all payments will be in U.S. currency.
- b. Subscription Fees are paid in advance and will be billed in monthly intervals (each such date, a “Billing Date”). You will be charged on each Billing Date for all outstanding Fees that have not previously been charged. Fees will appear in the Metrc system within the Financials console.
- c. If we are not able to process payment of Fees using an Authorized Payment Method, we will make a second attempt to process payment using any Authorized Payment Method, typically 14 days later, but Metrc may attempt sooner. If the second attempt is not successful, we will make a final attempt, typically 14 days following the second attempt, but in certain circumstances Metrc may do this second attempt sooner. If our final attempt is not successful, we may suspend and revoke access to your Account and the Services, which includes suspending the ability to order tags. Your Account will be reactivated upon your payment of any outstanding Fees, plus the Fees applicable to your next billing cycle.
- d. All Fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future (“**Taxes**”).
- e. You are responsible for all applicable Taxes that arise from or as a result of your subscription to or purchase of Metrc’s products and services. To the extent that Metrc charges these Taxes, they are calculated using the tax rates that apply based on the billing address you provide to us. Such amounts are in addition to the Fees for such products and services and will be billed to your Authorized Payment Method. If you are exempt from payment of such Taxes, you must provide us with evidence of your exemption, which in some jurisdictions includes an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive evidence satisfactory to Metrc of your exemption. If you are not charged Taxes by Metrc, you are responsible for determining if Taxes are payable, and if so, self-remitting Taxes to the appropriate tax authorities in your jurisdiction.
- f. For the avoidance of doubt, all sums payable by you to Metrc under these Terms of Service will be paid free and clear of any deductions or withholdings whatsoever. Other than Taxes charged by Metrc to you and remitted to the appropriate tax authorities on your behalf, any deductions or withholdings that are required by law will be borne by you and paid separately to the relevant taxation authority. Metrc will be entitled to charge the full amount of Fees stipulated under these Terms of Service to your Authorized Payment Method ignoring any such deduction or withholding that may be required.

- g. You are solely responsible for determining, collecting, withholding, reporting, and remitting applicable taxes, duties, fees, surcharges and additional charges that arise from or as a result of any sale or your use of the Services. The Services are not a marketplace. Any contract of sale made through the Services is directly between you and the customer.
- h. Metrc does not provide refunds for tag fees or subscription fees unless the tags or services are proven defective. Any issues with a tag order must be brought to the attention of Metrc within 14 days of receipt so that Metrc can investigate and determine the issue, if any.

4. LIMITATION OF LIABILITY

- a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. METRC AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE IN NO EVENT SHALL METRC AND ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, GOODWILL OR PROFITS OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, ANY DELAY, OR INABILITY TO USE THE SITE OR RELATED SERVICES, ANY FAILURE TO PROVIDE SERVICES, OR DUE TO ANY INFORMATION, SOFTWARE ITEMS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF METRC OR ANY OTHER CONTENT PROVIDERS ON THE SITE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
- c. TO THE EXTENT ANY JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. YOU AGREE THAT IF YOU, AS A USER OF THE SITE, ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

5. Indemnification and Hold Harmless

You agree to indemnify and hold Metrc and (as applicable) Metrc's parent, subsidiaries, affiliates, partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) your breach of these Terms of Service or the documents it incorporates by reference (including the ULA); (b) or your violation of any law or the rights of a third party; or (c) any aspect of the transaction between you and your partners, including but not limited to refunds, fraudulent transactions, alleged or actual violation of applicable laws (including but not limited to Federal and State consumer protection laws), or your breach of the Terms of

Service. You will be responsible for any breach of the Terms of Service by your affiliates, agents or subcontractors and will be liable as if it were your own breach.

6. Cancellation and Termination

- a. You are responsible for properly canceling your account. If you need assistance, you can always contact Metrc Support.
- b. Subscription fees are not pro-rated upon termination.
- c. In states where You are required to pay fees directly, failure to keep a valid payment method on file and failure to pay your monthly Subscription Fees will result in access to Metrc being denied until your account is made current by paying all outstanding Fees.
- d. Verbal, physical, written and other abuse of Metrc's employees is not tolerated and may result in account suspension or cancellation.

8. California Consumer Privacy Act

Under the California Consumer Privacy Act ("CCPA"), Metrc is a "service provider", not a "business" or "third party", with respect to your use of the Services. We do not retain, use, disclose, or sell any personal information except as provided in these Terms and any other purpose permitted under the CCPA. And on the flip-side, you agree to comply with your requirements under the CCPA and not use Metrc's Services in a way that violates the regulations.

9. Features and Bugs

We design our Services with care, based on our own experience and the experiences of customers who share their time and feedback. However, there is no such thing as a service that pleases everybody. We make no guarantees that our Services will meet your specific requirements or expectations.

We also test all of our features extensively before shipping them. As with any software, our Services inevitably have some bugs. We track the bugs reported to us and work through priority ones, especially any related to security or privacy. Not all reported bugs will get fixed and we don't guarantee completely error-free Services.

10. Services Adaptations and API Terms

We provide Application Programming Interfaces ("API"s) for the industry. Any use of the API, including through a third-party product that accesses the Services, is bound by the Terms herein, plus the following specific terms:

- a. You expressly understand and agree that we are not liable for any damages or losses resulting from your use of the API or third-party products that access data via the API.
- b. Third parties may not access and employ the API if the functionality is part of an application that remotely records, monitors, or reports a Service user's activity *other than time tracking*, both inside and outside the applications. Metrc, in its sole discretion, will determine if an integration service

violates this bylaw. A third party that has built and deployed an integration for the purpose of remote user surveillance will be required to remove that integration.

- c. An API user may not violate Metrc's trademarks or other proprietary rights. There is no such thing as a Metrc-certified API integrator. Any API integrator violating Metrc's trademark or patent rights or asserting any such certification may be removed at Metrc's discretion.
- d. Abuse or excessively frequent requests to the Services via the API may result in the temporary or permanent suspension of your account's access to the API. The Company, in its sole discretion, will determine abuse or excessive usage of the API. If we need to suspend your account's access, we will attempt to warn the account owner first. If your API usage could or has caused downtime, we may cut off access without prior notice.

If you have a question about any of the Terms of Service, please contact support@metrc.com.