Terms & Conditions for GroundWorx Services

Original effective date: October 6, 2026 · Acceptance clarified November 1, 2026

1. Agreement; Who We Are

1.1. These Terms & Conditions (“Terms”) are an agreement between GroundWorx, Inc. d/b/a GroundWorx®, a Delaware corporation (“GroundWorx,” “we,” “us”), and the business or organization that buys, deploys, or uses the Services (“Customer,” “you”). You are responsible for your authorized users (“End-Users”).

1.2. You accept these Terms by placing an order, paying, accepting delivery of Hardware, deploying a device, or using the Services. Customer's acceptance of delivery of Hardware constitutes acceptance of these Terms and formation of the Agreement, even if Customer has not signed a GroundWorx agreement or issued or sent a purchase order. Any applicable GroundWorx quote or sales order, any purchase order issued by Customer, and our Intellectual Property Rights and Data Protection terms form part of this agreement (together, the “Agreement”). If documents conflict, a signed order controls, then these Terms. Pre-printed terms on a purchase order do not apply.

1.3. Current Terms are posted at getgroundworx.com/legal. We will give active customers at least 30 days’ notice of material changes by email; if you do not accept a material change, you may terminate before it takes effect.

2. The Services

2.1. “Services” means the GAIN platform (GroundWorx Autonomous Intelligence Network), GAIN Login dashboards and apps, GroundWorx hardware, firmware, cellular connectivity, documentation, and support.

2.2. “Hardware” currently includes GX-1A (Adjustable) turf and soil sensors, GX-1F (Flex) tree sensors, GX-1S sensors, iQ SmartWells, and iQ1 and iQ2 SmartTowers (LTE). Our current lineup and specifications are listed at getgroundworx.com. Products announced as in development (for example, iQ Capsule and iQ Fire Station) are not part of the Services until released and offered for sale.

2.3. Each device requires an active GAIN Service plan to transmit data and access GAIN. Every new device includes one year of GAIN Service. Plans are offered monthly, annually, or for 3- or 5-year prepaid terms at the prices shown at checkout or in your order.

3. AI and Predictive Services

3.1. What GAIN does. GAIN uses sensor data, weather data, models, and machine learning, including artificial-intelligence features, to produce forecasts, alerts, risk scores, and recommendations (together, “Outputs”) — for example irrigation timing, evapotranspiration estimates, salinity and temperature guidance, and fire-risk indicators.

3.2. Outputs are decision support, not instructions. Outputs are estimates based on probabilities and available data. They may be incomplete, delayed, or wrong. You and your qualified staff remain responsible for all land-management, irrigation, agronomic, arboricultural, safety, and regulatory decisions, and for checking Outputs against site conditions before acting.

3.3. No guaranteed results. Water, cost, or yield savings described in case studies or marketing (for example, results at Cal Poly) reflect specific sites and conditions and are not a promise of your results. Outcomes depend on installation, site conditions, weather, equipment, and how you act on Outputs.

3.4. Automated actions. If you connect GAIN to irrigation controllers or other equipment, or enable automated actions, you choose the settings and limits and remain responsible for monitoring that equipment. You can disable automation at any time.

3.5. Not a life-safety system. The Services are not a fire alarm, emergency-warning, or life-safety system and are not certified as one. Never rely on the Services to detect fire, protect people or property, or replace emergency services, code-required systems, or professional judgment. Always call 911 in an emergency.

3.6. AI assistants. The GroundWorx Care chat and GAIN Solution Advisor are automated tools. Their answers are general information, not a quote, offer, or binding commitment; only a written order or checkout confirms prices and terms.

3.7. Model changes. We continually improve GAIN's models, so Outputs for the same inputs may change over time. We may add, change, or retire AI features, but will not materially reduce core monitoring functions during a prepaid term.

4. Delivery and Installation

4.1. We ship to the address in your order and will use reasonable efforts to meet estimated delivery dates, which are not guaranteed. Title and risk of loss pass to you on delivery to the carrier. Shipping charges are paid by you and are typically $15 per sensor for domestic U.S. shipments; actual shipping costs are shown at checkout or on your quote. You also pay the cost of shipping any returned device to us.

4.2. You are responsible for installing devices according to our installation guide unless you buy installation services. Correct placement matters: Output accuracy depends on it.

4.3. Purchases through authorized resellers are governed by the reseller's pricing and delivery terms.

5. Your Use of the Services

5.1. Subject to these Terms and payment, we grant you a limited, non-exclusive, non-transferable right to use the Services for your internal land-management operations during your active GAIN Service term.

5.2. You will keep login credentials secure, promptly tell us of any unauthorized use, remove access for departing End-Users, and are responsible for activity under your account. We may suspend accounts we reasonably believe are compromised or misused.

5.3. You will not: reverse engineer devices, firmware, or software; tamper with or relocate cellular modules; resell access; use the Services or Outputs to build or train a competing product; overload or attack the Services; or use them unlawfully.

6. Fees and Payment

6.1. Prices are in U.S. dollars, exclusive of taxes and shipping, which you pay unless you provide a valid tax-exemption certificate. Online orders are paid at checkout; invoiced orders are due net 15 days.

6.2. Auto-renewal. After the initial GAIN Service term, plans renew automatically for successive one (1) year terms at the then-current price unless cancelled before the renewal date. Renewal is billed to the payment method on file.

6.3. Returns. Unused hardware in its original packaging may be returned within ninety (90) days of delivery for a refund of the hardware purchase price; you pay return shipping. Prepaid GAIN Service

fees for the returned device are refunded on a pro-rata basis. Fees are otherwise non-refundable except as required by law.

6.4. We may suspend the Services if payment is more than 30 days overdue, after notice.

7. Availability and Connectivity

7.1. We use reasonable efforts to keep the Services available but do not guarantee uninterrupted service. Interruptions can result from maintenance, cellular coverage, cloud-hosting outages, installation issues, power, weather, wildlife, or force majeure.

7.2. Cellular connectivity depends on third-party carriers and coverage at your site. We are not responsible for carrier outages or network retirements, but will work with you on a reasonable replacement path where we can.

8. Data

8.1. Ownership and use of sensor readings, site information, and aggregated data are governed by our Intellectual Property Rights and Data Protection terms. In short: you own your Customer Data, and we use de-identified, aggregated data to improve GAIN.

8.2. Personal information is handled under our Privacy Policy at getgroundworx.com/legal.

9. Limited Hardware Warranty

9.1. For hardware bought directly from GroundWorx, we warrant it will be free from material defects in materials and workmanship for one (1) year from delivery, or two (2) years for GX-1 sensors installed in an iQ SmartWell according to our guide.

9.2. Your remedy is repair or replacement at our option. Report defects in writing within 30 days of discovery and return the device as instructed.

9.3. The warranty does not cover normal wear; damage from aeration, mowing, digging, or construction; improper installation; misuse; animals; floods, fire, or other casualty; modification or repair by others; or third-party equipment.

9.4. EXCEPT AS STATED IN THIS SECTION, THE SERVICES, HARDWARE, AND ALL OUTPUTS ARE PROVIDED “AS IS.” WE DISCLAIM ALL OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY THAT OUTPUTS WILL BE ACCURATE OR ERROR-FREE.

10. Indemnification

10.1. You will defend and indemnify GroundWorx against third-party claims arising from your use of the Services in breach of these Terms, your decisions or actions based on Outputs, or your automated equipment settings.

10.2. We will defend you against third-party claims that the Services infringe a U.S. intellectual property right, and pay resulting damages awarded or agreed in settlement, if you notify us promptly and let us control the defense. We may modify the Services, obtain a license, or end the affected Services and refund prepaid unused fees.

11. Confidentiality

11.1. Each party will protect the other’s non-public information with reasonable care, use it only for this Agreement, and keep it confidential for five years after termination (trade secrets for as long as they remain trade secrets).

12. Limitation of Liability

12.1. NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF CROPS, TURF, TREES, OR LANDSCAPING, WATER COSTS, REGULATORY FINES, OR PROPERTY DAMAGE ARISING FROM RELIANCE ON OUTPUTS, EVEN IF ADVISED OF THEIR POSSIBILITY.

12.2. EACH PARTY'S TOTAL LIABILITY IS LIMITED TO THE AMOUNTS YOU PAID GROUNDWORX IN THE TWELVE (12) MONTHS BEFORE THE CLAIM.

12.3. These limits do not apply to your payment obligations, either party's indemnity obligations, breach of confidentiality, or liability that cannot be limited by law.

13. Term and Termination

13.1. This Agreement lasts while you have an active GAIN Service plan. All GAIN Service plans carry a minimum initial term of one (1) year; sports-field packages require a 3-year term. After the initial term, plans renew as described in Section 6.2.

13.2. Either party may terminate for material breach not cured within 30 days of written notice, or immediately if the other becomes insolvent.

13.3. On termination, access to GAIN ends; you may export your Customer Data for 90 days. Sections on IP, data, disclaimers, indemnity, confidentiality, liability, and governing law survive.

14. General

14.1. Governing law. Delaware law governs, without regard to conflict-of-laws rules. Exclusive venue is the state and federal courts in San Diego County, California. Parties will first try to resolve disputes through good-faith negotiation for 60 days.

14.2. Force majeure. Neither party is liable for delays caused by events beyond its reasonable control, including wildfire, drought emergencies, extreme weather, carrier or cloud outages, epidemics, and supply shortages.

14.3. Export. You will comply with U.S. export laws and not ship devices to sanctioned countries or persons.

14.4. Publicity. We may list your name and logo as a customer. You may opt out at any time by emailing us.

14.5. Other terms. Entire agreement, severability, and assignment terms in the 2023 version are retained. Notices: GroundWorx, Inc., 10530 Sea Pearl Cove, Suite 17, San Diego, CA 92130, USA; info@getgroundworx.com.