

**GENERAL TERMS AND CONDITIONS
FOR TRUTERRA NETWORK PROVIDER ENGAGEMENT AGREEMENT
(VERSION SEPTEMBER, 2024)**

These General Terms and Conditions for Truterra Network Provider Engagement Agreement (“**General Terms**”) are an integral part of the Truterra Network Provider Engagement Agreement between Truterra, LLC, a Minnesota limited liability company, with a place of business at 4001 Lexington Avenue North, Arden Hills, Minnesota 55126 (“**Truterra**,” “**we**,” “**our**” or “**us**”) and the “**Provider**” (also “**you**” or “**your**”) identified in such agreement (the “**Engagement Agreement**” and together with these General Terms, any Schedules and all terms at other URLs, the “**Agreement**”). You acknowledge and agree that these General Terms and terms in other URLs form a part of, and are incorporated by reference into, the Agreement. In the event of any conflict between these General Terms and the rest of the Agreement, the terms have the order of priority set forth in the Engagement Agreement. The parties agree as follows:

Our Privacy Policy, which can be found at <https://www.landolakesinc.com/privacy-policy> as updated by us from time to time, provides details on what information we collect, how we use and share the information we collect, and how we protect your privacy.

WE MAY CHANGE THESE GENERAL TERMS FROM TIME TO TIME. WHEN WE MAKE MODIFICATIONS TO THESE GENERAL TERMS, WE WILL INDICATE SUCH CHANGES WITH A REVISION TO THE VERSION DATE ABOVE AND WE WILL EITHER EMAIL YOU THE REVISED GENERAL TERMS OR WE WILL POST THE REVISED GENERAL TERMS ON OUR WEBSITE AT <https://www.truterraag.com/legal/upstream-general-terms>. YOU ARE BOUND BY ALL SUCH CHANGES WHEN NOTIFIED.

1. **Definitions.** Any capitalized terms used but not otherwise defined herein will have the meaning given to such terms in the Engagement Agreement. The following capitalized terms have the meanings set forth next to them when used in this Agreement:

(a) “**Affiliate**” means any entity directly or indirectly controlling, controlled by or under common control of, Truterra, where “control” means: (i) direct or indirect ownership in an entity of fifty (50) percent or more of the voting rights conferred by all the issued shares or equity interests in the capital of that entity; or (ii) the power to determine directly or indirectly the composition of the majority of the board of directors, similar management body or direct the management of such entity.

(b) “**Confidential Information**” is defined in Section 5 below.

(c) “**Connection**” is defined in the Engagement Agreement to mean a connection to connect your, or your Personnel’s, platform(s) or system(s) to the applicable member of the Truterra Group’s technology platforms or applications, for the transmission of Provider Transmitted Farmer-Owned Data, via the method approved in writing by us, which may include web portals, direct connection, FTP/SFTP sites or an API connection agreed to by the parties.

(d) “**Farmer-Owned Data**” is defined in the Engagement Agreement to mean any data, records and other information which is collected from farmers in person, by phone, electronically, including any data that is uploaded to, input in, transmitted to, or that otherwise exists in your, or your Personnel’s, platform(s) or system(s) (e.g. FieldAlytics) (whether existing prior to or during your engagement hereunder), under your account or the account of the applicable farmer(s), or otherwise, or generated as a result of such data, by you or your Personnel in connection with this Agreement.

(e) “**Program Offering**” is defined in the Engagement Agreement.

(f) “**Provider-Owned Data**” is defined in the Engagement Agreement to mean any data, records and other information which is owned, or licensed from a third party, by you before you commence performing Services, or outside of your performance, under this Agreement, but expressly excludes Farmer-Owned Data (including Provider Transmitted Farmer-Owned Data) and Truterra-Owned Data.

(g) “**Provider Transmitted Farmer-Owned Data**” is defined in the Engagement Agreement to mean Farmer-Owned Data uploaded to, input in, transmitted to, or that otherwise exists in your, or your Personnel’s, platform(s) or system(s) (e.g. FieldAlytics) (whether existing prior to or during your engagement hereunder), under your account or

the account of the applicable farmer(s), and transmitted to the applicable member of the Truterra Group's technology platforms or applications.

(h) **"Selected Offering(s)"** is defined in the Engagement Agreement.

(i) **"Services"** is defined in the Engagement Agreement.

(j) **"Truterra Group"** means us, our Affiliates and our respective Truterra Vendors.

(k) **"Truterra IP"** means (i) all technology and intellectual property rights owned, generated, or licensed from a third party, by any of the Truterra Group prior to or during the term of this Agreement, whether outside or within the scope of performance of this Agreement, including the Truterra Sustainability Platform, Connections and their documentation, Truterra Reports, Truterra-Owned Data, Farmer-Owned Data (as between the parties), Truterra Marketing Materials and Truterra Marks (and all goodwill therein), (ii) any Deliverables as defined in the Engagement Agreement, and which also may include Farmer-Owned Data (but excluding any Provider-Owned Data in the Deliverables), (iii) any upgrades, improvements, modifications, derivative works and extensions of any of the foregoing, and (iv) all intellectual property rights in any of the foregoing.

(l) **"Truterra Marketing Materials"** is defined in the Engagement Agreement to mean promotional materials provided by us.

(m) **"Truterra Marks"** means our or our Affiliates' trademarks, logos, service marks and other indicators of origin.

(n) **"Truterra-Owned Data"** means any data, records and other information which is owned, generated, or licensed from a third party, by any of the Truterra Group prior to or during this Agreement, whether raw, composite, aggregated, benchmark or otherwise, including through use of the applicable member of the Truterra Group's technology platforms or applications (including the Truterra Sustainability Platform) and as may be included in any Truterra Reports, but expressly excludes Farmer-Owned Data.

(o) **"Truterra Reports"** is defined in the Engagement Agreement to mean any reports, assessments, documentation or other such materials provided by any of the Truterra Group to you for delivery to farmer(s).

(p) **"Truterra Sustainability Platform"** means Truterra's sustainability or stewardship technology platform(s) or application(s), including any surveys, portals, the Truterra® sustainability tool, and other technologies, and any documentation relating thereto, as updated by us from time to time.

(q) **"Truterra Vendors"** means our or our Affiliates' collaborators, contractors, subcontractors, licensors, consultants, vendors, advisors, and registries, but not you (or your Personnel performing hereunder).

(r) **"Your Engagement Scope"** is defined in the Engagement Agreement.

(s) **"your Personnel"** is defined in the Engagement Agreement to mean your employees, contingent workers, permitted subcontractors and vendors (e.g. EverAg).

2. **Performance.** You may only use your Personnel to perform hereunder. You will not subcontract any of your obligations without obtaining our prior written approval of that subcontractor and causing the proposed subcontractor to agree in writing to perform and be subject to all of your applicable obligations under this Agreement. Notwithstanding our approval, you will remain solely responsible for performance hereunder, including the performance of your Personnel.

3. **Audits.** Upon our request with reasonable notice, but not more than once a year (except if we have reasonable concerns regarding your performance or as otherwise required pursuant to a government-related or customer-related obligation), you will permit audits of your and your Personnel's businesses related to the subject matter of this Agreement, including of your and your Personnel's books and records, by our internal and external auditors (collectively, **"Auditors"**). During each audit, you will, and will cause your Personnel to, grant the Auditors reasonable access to your or your Personnel's books and records related to your performance obligations. You will, and you will ensure your Personnel will, in a timely manner, fully cooperate with the Auditors and provide the Auditors all assistance as they may reasonably request in connection with the audit. Audits will take place during business hours and the Auditors will seek to avoid disrupting your operations during the audit.

4. **Truterra IP; Deliverables; Provider-Owned Data.**

4.1. **Truterra IP Ownership and Permitted Use.** As between the parties, Truterra is the sole and exclusive owner of all right, title and interest (including all intellectual property rights) in and to all Truterra IP. This does not limit the farmer's rights in the Farmer-Owned Data. Nothing contained herein will be construed as granting you any right, title, or interest in or to Truterra IP except for the limited rights below:

(a) *Truterra Sustainability Platform*: We license our Truterra Sustainability Platform under separate terms of use or other license agreement(s). Such agreement(s) must also be agreed by you if we give you access to and use of our Truterra Sustainability Platform (agreement can be achieved as set forth in such agreement(s) and, if you already agreed to such agreement(s), they will continue to apply to you). Such agreement(s) controls over this Agreement if there is a conflict with respect to the use of the Truterra Sustainability Platform, however all data terms in this Agreement control notwithstanding anything to the contrary in such agreement(s). If we give you access to use any other of the applicable member of the Truterra Group's technology platforms or applications in connection with this Agreement, we may require you to agree to other terms governing such access and use.

(b) *Truterra Reports, Truterra-Owned Data, Farmer-Owned Data*: If we provide any Truterra Reports, Truterra-Owned Data or Farmer-Owned Data to you under this Agreement, subject to the terms and conditions of this Agreement, we hereby grant to you, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to (i) use the Truterra-Owned Data or Farmer-Owned Data solely to provide the applicable Services (including submitting or transmitting the Farmer-Owned Data to the Truterra Group or their respective technology platforms or applications for purposes of complying with your obligations under this Agreement) and for no other purposes and (ii) deliver the Truterra Reports to the applicable farmer(s) for their permitted use and for no other purposes. If you transmit any Provider Transmitted Farmer-Owned Data, you are responsible for obtaining a license from the farmer or your Personnel (in whose platform or system such data is hosted), and the license to you in this subsection does not apply. For clarity, but without limitation, Farmer-Owned Data (whatever the source, including if Provider Transmitted Farmer-Owned Data) and Truterra-Owned Data cannot be used for any third party's or your own sustainability programs. For further clarity, the applicable farmer owns their Farmer-Owned Data irrespective of whether you collected it from them, generated it, or it is Provider Transmitted Farmer-Owned Data.

(c) *Connections*: If we provide to you any Connections (such as an API) or documentation relating thereto, subject to the terms and conditions of this Agreement, we hereby grant to you, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use the Connections (such as an API) or documentation solely to implement, and, as applicable and permitted in writing by us, integrate interfaces in order to connect our Truterra Group applicable technology platform(s) or application(s) to which the Connection relates to your, or your Personnel's, approved platform(s) or system(s) (e.g. FieldAlytics) to allow the transmission of Provider Transmitted Farmer-Owned Data between such platform(s) or system(s) solely so that you may perform the Services.

(d) *Truterra Marketing Materials*: Subject to the terms and conditions of this Agreement, we hereby grant to you, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to duplicate, distribute and use the Truterra Marketing Materials for the sole purpose of executing your responsibilities under this Agreement for Your Engagement Scope and promoting the Selected Offerings. Except to insert your name and contact information or to make other modifications expressly approved in writing by us, you must duplicate, distribute and use the Truterra Marketing Materials without any alteration. You acknowledge that, as between Truterra and Provider, Truterra is the exclusive owner of any and all content and rights of copyright and any other proprietary rights in the Truterra Marketing Materials, in whole or in part, and whether used, approved or disapproved by us. You covenant that all Truterra Marketing Materials that are reproduced, distributed, disseminated and/or posted by or via you will display the original copyright and protective notices that appear on the Truterra Marketing Materials, as well as the following notice in English:

Reproduced under license for limited use by [Provider to add Provider's name]. These materials are protected by United States Laws, International Copyright Laws and International Treaties.

(e) *Truterra Marks*: Subject to the terms and conditions of this Agreement, we hereby grant to you, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use the Truterra Marks we approve in advance in writing in connection with your promotion of the Selected Offerings and performance of the Services, provided that all use must be in compliance with all applicable laws and regulations pertaining to the proper use and designation of the Truterra Marks. When displaying the approved Truterra Marks, you will clearly indicate our ownership of the Truterra Marks in strict accordance with, and otherwise comply with, the terms and conditions of, our branding guidelines which are available at <http://www.truterraag.com/branding-guidelines> as updated by us from time to time. Upon request, you must submit to Truterra for review any materials that make use of any Truterra Marks, and you agree to make any reasonable changes to such materials requested by us. You acknowledge and agree that you have read and understand the branding guidelines and will abide by them.

(f) *Truterra IP*: If we provide any Truterra IP to you for use in performing Services, you will: (i) take commercially reasonable precautions to protect the Truterra IP against loss, damage, theft or disappearance, normal

wear and tear excepted; (ii) abide by written specifications and use instructions for the Truterra IP; (iii) not give access to the Truterra IP to any third party without our prior written consent (except as expressly permitted herein); and (iv) not alter or obscure any proprietary notices and licenses on the Truterra IP or otherwise modify or alter the Truterra IP in any way except as expressly permitted herein. We may require you to sign a separate agreement before using certain Truterra IP or additional terms may be included in a Schedule. You will not use the Truterra IP for any purpose other than performing as permitted herein. All Truterra IP is provided AS-IS without warranty of any kind.

4.2. Farmer-Owned Data.

(a) You acknowledge that (i) you are collecting/generating/transmitting Farmer-Owned Data on our behalf or on behalf of the farmer, and (ii) your involvement in the process of collecting and generating Farmer-Owned Data and submitting and transmitting Farmer-Owned Data to the Truterra Group or any of the applicable member of the Truterra Group's technology platforms or applications does not give you ownership or any rights over or to the Farmer-Owned Data (whether you collected or generated it before or during the term of this Agreement).

(b) You represent, warrant and covenant that:

i. except to submit the Farmer-Owned Data to the Truterra Group or their respective technology platforms or applications for purposes of complying with your obligations under this Agreement, and except for your use of the Provider Transmitted Farmer-Owned Data for which you have obtained rights for use and disclosure from the applicable farmer beyond the use and disclosure under this Agreement, you will not: (A) use or reproduce the Farmer-Owned Data; or (B) input, display, disclose, transmit or distribute the Farmer-Owned Data to or for any third party;

ii. you will not enter the Farmer-Owned Data for the same acreage of land into multiple private-funded programs; and

iii. except for Provider Transmitted Farmer-Owned Data, you may only store or host Farmer-Owned Data on your own systems and only to the extent necessary to perform under this Agreement subject to the terms of Sections 4.6 and 5 and your data retention policy (to the extent not conflicting with this Agreement). *The foregoing does not limit your rights in any Provider-Owned Data.*

4.3. Deliverables. All Deliverables (including Farmer-Owned Data) are a "work made for hire" for us under applicable copyright law. You hereby assign to us, as generated, all right, title and interest in and to the Deliverables, including all intellectual property rights therein (including but not limited to copyright), but excluding any Provider Transmitted Farmer-Owned Data and Provider-Owned Data therein which is instead licensed to us under Section 4.5. You will deliver all Deliverables as requested by us. At our request and expense, you will, and will require your Personnel to, sign documents and take any other action reasonably necessary to evidence, perfect or protect our rights in the Deliverables.

4.4. IP Protections; No Challenge.

(a) You will not adopt, use or register any words, phrases or symbols which are identical to or confusingly similar to the Truterra Marks. You will not act in any way which may impair our rights in and to the Truterra Marks. You will not do anything that diminishes or dilutes, or is likely to diminish or dilute, the value or reputation of the Truterra Marks or any associated goodwill. You will not apply to register or obtain registration in any country for any name or mark or any work identical or similar to or derivative of, or based upon, any Truterra Marks or our copyrighted works, nor will you take any other actions that may impair the rights of any of the Truterra Group in the Truterra IP. All use of the Truterra Marks, anywhere and at any time, and all goodwill therein, will inure to our benefit, not to your benefit.

(b) You agree not to contest any of the Truterra Group's ownership of Truterra IP or a farmer's ownership of Farmer-Owned Data, including the commencement or prosecution of any action to oppose, cancel or otherwise challenge any of the Truterra Group's rights in the Truterra IP.

(c) We reserve all rights not expressly granted to you herein. Without limiting the foregoing, you will not, and will not permit your Personnel or any other third party to: (i) use the Truterra IP, except for the applicable permitted use; (ii) copy, recreate, edit, modify or create any derivative works based on, or translate, the Truterra IP, except for the limited rights expressly granted herein; (iii) attempt to re-identify any anonymized data provided hereunder, such that the data may be used to identify the farm or farmer to which such data relates; (iv) display, perform, post, frame, disclose, publish, distribute, license, sublicense, sell, resell, rent, lease, transfer, assign, time share, offer in a service bureau, or otherwise make the Truterra IP available to any third party, except for the permitted distribution of Truterra Reports and Truterra Marketing Materials to farmers and as required for Auditors to perform audits; (v) use any Truterra Reports, Truterra-Owned Data or Farmer-Owned Data to create, train, or improve any artificial intelligence or machine learning algorithms or models; (vi) decipher, disassemble, reverse engineer or decompile any portion of

the Truterra IP; (vii) access or use the Truterra IP in order to build any commercially available product or service; or (viii) except as agreed in a separate written agreement with Truterra, incorporate, merge or interface any Truterra IP into any third party or self-developed products or services or to allow any such products to access the Truterra IP, in whole or in part, for any purposes. Except for the limited rights and licenses expressly granted in this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, any right, title, or interest in or to the Truterra IP.

(d) You will promptly notify us in writing of any infringement, misappropriation or unauthorized use or disclosure of Truterra IP of which you become aware. You acknowledge that, as between the parties, only we will have the authority to enforce rights in Truterra IP against third parties, and you will refrain from doing so. You will provide reasonable assistance to us, at our request, in any efforts taken by us to enforce rights in Truterra IP against third parties, provided that we will pay all expenses of such action, and all damages which may be awarded or agreed upon in settlement of such action will accrue to us.

4.5. Your Licenses to Us. If you deliver Provider Transmitted Farmer-Owned Data or Provider-Owned Data to us (including in Deliverables) or any member of the Truterra Group or any of the applicable member of the Truterra Group's technology platforms or applications, you hereby grant to Truterra and its Affiliates a non-exclusive, perpetual, irrevocable, royalty-free, paid up, worldwide, transferable and sublicensable (throughout multiple layers and including to Truterra Vendors) license to host, access, use, reproduce, upload, analyze, manipulate, modify, create profiles from, and create derivative works of, transmit, distribute, disclose, display and make available, and otherwise utilize and process all Provider Transmitted Farmer-Owned Data and Provider-Owned Data for any legal purposes, including in connection with performing under this Agreement and other initiatives to promote the study or adoption of sustainable and/or environmentally beneficial agricultural practices and programs, modeling and analytics, and legal and regulatory compliance. The foregoing license includes without limitation the right to de-identify and aggregate the Provider Transmitted Farmer-Owned Data and Provider-Owned Data with other Farmer-Owned Data, Truterra-Owned Data or other data from third parties or other analytics to generate aggregated data which we own, and can freely utilize for any purpose. To the extent the granting or exercise of the foregoing license now or in the future requires that you and Truterra enter into any contractual clauses or other terms related thereto (e.g. pursuant to Data Privacy Law as defined below, or otherwise), you will provide Truterra with such terms and we agree to negotiate any such terms in good faith to the extent available under applicable law.

4.6. Data Privacy & Security.

(a) You shall implement or have implemented, and shall maintain, commercially reasonable technical and organizational security measures that are designed to protect Farmer-Owned Data and Truterra-Owned Data that relates to identified or identifiable individuals ("**Truterra Personal Data**") from unauthorized access, use, modification, disclosure, or processing ("**Security Measures**"), and such Security Measures will comply in all material respects with applicable laws, rules, and regulations applicable to the processing of Truterra Personal Data ("**Privacy Laws**").

(b) We authorize you to process Truterra Personal Data only: (i) as necessary to perform your obligations under this Agreement, subject to any specifications and limitations set forth herein; and (ii) as otherwise mutually agreed in advance in writing. Notwithstanding any other provision of this Agreement but without expanding your rights to retain, use or disclose the Farmer-Owned Data and Truterra-Owned Data otherwise stated herein (which govern if more limiting on retention, use and disclosure), you will not retain, use, or disclose any Truterra Personal Data for any purpose other than the direct business relationship between the parties as permitted herein, except: (1) as necessary to fulfill Truterra's authorized business purposes; or (2) as otherwise required under applicable Privacy Laws; provided you notify us of such legal requirement before processing (unless Privacy Laws prohibit such disclosure on public interest grounds). You will not sell (as defined in applicable Privacy Laws) or share (as defined in Cal Civil Code § 1798.100 et seq ("**CCPA**")) any Truterra Personal Data. You may not combine Truterra Personal Data with personal data you receive from or on behalf of third parties, except that you may combine Truterra Personal Data to perform any business purpose (as defined by CCPA) and as otherwise authorized under applicable Privacy Laws, but in all events *only* if the permitted use of the Farmer-Owned Data and Truterra-Owned Data herein allows such combination. You will comply with CCPA and all Privacy Laws applicable to the processing of Truterra Personal Data. We may request that you provide documentation sufficient to demonstrate your compliance with your obligations under this Section 4.6 with respect to the processing of Truterra Personal Data, and you will notify us in writing if you make a determination that you cannot comply with such obligations. We may take reasonable and appropriate steps to stop and remediate your non-compliance with this Section 4.6. You will assist and provide such information to us as is necessary for us to fulfill requests received from individuals exercising their rights in Truterra Personal Data.

(c) Upon the discovery of an actual unauthorized acquisition, destruction, alteration, access, disclosure, or other breach or unauthorized processing of any Truterra Personal Data caused by you or your Personnel (“**Security Incident**”), you shall, at your sole cost and expense, and subject to applicable Privacy Laws, use commercially reasonable efforts to: (i) notify us without undue delay; (ii) investigate the cause of such event and the nature and scope of the Security Incident; (iii) take appropriate steps to mitigate the immediate effects of such Security Incident; and (iv) cooperate with us and provide information relating to the Security Incident as is reasonably necessary for us to comply with our obligations under applicable Privacy Laws. This Section will prevail over any conflict in Section 5.

5. **Mutual Confidentiality.** Each party will be disclosing information and related materials that are proprietary and confidential to such party in connection with this Agreement (each party’s “**Confidential Information**”). Except for Truterra Personal Data, Confidential Information does not include information which: (a) is available to the public prior to disclosure to the receiving party; (b) is lawfully in the receiving party’s possession prior to the initial disclosure; (c) becomes available to the public by publication or otherwise without fault of the receiving party; (d) is supplied to the receiving party by a third party having a legal right to so disclose it; or (e) is independently developed by the receiving party without using the disclosing party’s Confidential Information. The identity and location of farmers and farms is never your Confidential Information even if you disclose that information to us. Neither party will disclose any of the other party’s Confidential Information to any third party, except those who have a need to know in connection with this Agreement and who are subject to obligations of confidentiality similar to these. Neither party will use the other party’s Confidential Information except for the purposes of this Agreement or as otherwise permitted herein or in a separate agreement between the parties. Each party will keep all of the other party’s Confidential Information confidential using no less than reasonable measures. This Section does not modify the terms of any licenses herein. Notwithstanding anything to the contrary in this Agreement and without limiting any rights in the Truterra IP herein, we will have a royalty-free, paid up, non-exclusive, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use, modify, disclose, distribute and exploit any suggestions, enhancement requests, recommendations or other feedback provided by you or your Personnel relating to this Agreement or any Program Offering or any derivative thereof and to incorporate such input into any products or services without attribution. We will have no obligation to use or incorporate any such input.

6. **Fees and Payment.** Payment to you is per this Agreement. To the extent we agree to reimburse any of your expenses, such reimbursement will be limited to reasonable and necessary out of pocket expenses that are mutually agreed upon in writing in advance, and payable net thirty (30) days after receipt of invoice therefor. All approved expenses will be passed through to us without markup. Your sole compensation in connection with this Agreement is as set forth in this Agreement. You agree to promptly complete and return any additional forms and other documents, including, without limitation, a W-9, that may be requested by us in order to process payments under this Agreement, and understand that failure to do so may result in delayed payments. You are solely responsible for any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to income taxes, value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “**Taxes**”) on any amounts paid to you under this Agreement. If we have the legal obligation to withhold Taxes hereunder, we may do so and reduce the amount due to you hereunder.

7. **Warranties; Disclaimer.**

7.1. Warranties.

(a) Each party represents and warrants that: (i) this Agreement has been duly and validly executed and delivered by such party and constitutes the legal, valid and binding obligation of such party enforceable against such party in accordance with its terms; (ii) neither the entering into of this Agreement nor the performance of any of its obligations will conflict with or constitute a breach of any obligation of such party under any agreement, contract or instrument to which such party is a party or any other obligation, law or regulation by which such party is bound; and (iii) it has not relied upon any warranties, representations and covenants (actual, constructive or imputed) in entering into this Agreement except those stated herein.

(b) You also represent, warrant and covenant that:

i. all Farmer-Owned Data and Provider-Owned Data you submit or transmit to us, or manually amend, is accurate and complete and not false, misrepresented or misleading;

ii. you are the lawful licensee of Provider Transmitted Farmer-Owned Data and lawful owner or licensee of all Provider-Owned Data, you have obtained (or you have ensured that any third party supplier of Provider-Owned Data has obtained) all legally-required consents and provided all legally-required notices to data

subjects with regard to the proposed uses of the Provider Transmitted Farmer-Owned Data and Provider-Owned Data described herein, and you have the full legal right to (A) share the Provider Transmitted Farmer-Owned Data and Provider-Owned Data you share in connection with this Agreement, and (B) grant the license granted herein, and, if you obtained the Provider Transmitted Farmer-Owned Data or Provider-Owned Data from a third party, you have obtained affirmative consent to grant the rights herein granted to such data;

iii. there is no claim, litigation or proceeding pending or threatened against you or any third party with respect to Provider Transmitted Farmer-Owned Data or Provider-Owned Data alleging, and no use of the Provider Transmitted Farmer-Owned Data or Provider-Owned Data as permitted herein will result in, the violation, misappropriation or infringement of any right, including any intellectual property rights or privacy rights, of any person or entity;

iv. you will have no right, title, or interest to any Deliverables (including Farmer-Owned Data);

v. you will have no right, title or interest to any greenhouse gas reductions or removals, or environmental (including carbon) benefits or assets arising from your or the farmer's efforts or practices in connection with our Program Offerings;

vi. you will not encumber any Deliverables (including Farmer-Owned Data), greenhouse gas reductions or removals, or environmental (including carbon) benefits or assets generated in connection with our Program Offerings; and

vii. you understand that our customers rely on no double counting, or permissible double counting, representations made by us, and that we rely on your foregoing warranties, your professional performance and accuracy and completeness in submitting Farmer-Owned Data to the Truterra Group or their respective technology platforms or applications and your covenants in the Engagement Agreement including but without limitation your agreement not to input data on the same field for the same period in other private-funded program(s), to give such warranties.

7.2. DISCLAIMER; NON-RELIANCE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7.1, THE TRUTERRA GROUP MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. You agree that you alone will be liable, to the exclusion of the Truterra Group, for the breach of any representation or warranty given by you or your Personnel to third parties regarding the Selected Offerings and Truterra IP.

8. **Indemnification; Limitation Of Liability.**

8.1. Indemnification.

(a) We will defend you from and against any and all third party claims made against you to the extent arising out of your permitted use of the Truterra Marketing Materials, Truterra-Owned Data or Truterra Marks (each an "**Item**") infringing the third party claimant's copyright, trade secret, or trademark rights; provided, however, that we will have no obligation with respect to any third party claim based on or arising out of: (i) modifications to the Items not made by us; or (ii) use of the Items in combination with products or services or with other trademarks, logos, or other indicators of origin, not provided by us, if use of the applicable Item(s) alone would not result in liability. We will indemnify you from all judgments or damages awarded against you in such covered third party claim or agreed to in settlement by us with respect thereto, and any reasonable attorney's expenses to the extent incurred prior to our taking over the defense (so long as the right for us to take over the defense is complied with). Our obligations under this Section 8.1(a) are subject to you promptly notifying us of the claim after you first receive written notice of the claim (and, in any event, before any response deadline), providing us with all reasonably requested cooperation, information and assistance, at our reasonable expense, and giving us sole authority and control to defend and settle the claim.

(b) You will indemnify, defend, and hold harmless the Truterra Group and their respective directors, officers, employees, representatives and agents from and against any and all claims, actions, demands, liabilities, judgments, losses, costs (including reasonable attorney's fees and expert fees and expenses) and damages that are attributable to (i) your wrongful acts or omissions under this Agreement, including breach of your covenants, representations or warranties, (ii) your marketing of the Selected Offerings, including any claims, representations or warranties made by you or your Personnel relating thereto not permitted hereunder but excluding claims from your permitted use of the Truterra Marketing Materials or Truterra Marks, (iii) your brands, (iv) Provider Transmitted Farmer-Owned Data and

Provider-Owned Data, including your failure to obtain proper consent to disclose Provider Transmitted Farmer-Owned Data or Provider-Owned Data hereunder for the use and disclosure permitted herein, (v) the use of the Provider Transmitted Farmer-Owned Data or Provider-Owned Data as permitted herein violating any applicable Privacy Law, or violating, infringing or misappropriating any intellectual property rights, (vi) damage caused to a farmer's land or other assets as a result of your performance hereunder, or (vii) a Security Incident.

8.2. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ANY OF THE TRUTERRA GROUP AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, MEMBERS, AND AGENTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXPECTATION OR OTHER SIMILAR DAMAGES OF ANY KIND, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED UPON CONTRACT OR TORT CLAIMS AND REGARDLESS OF WHETHER ANY SUCH DEFENDANTS KNEW OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR OUR PAYMENT OBLIGATIONS TO YOU, THE TRUTERRA GROUP'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT IS THE LESSER OF THE TOTAL AMOUNT PAID TO YOU HEREUNDER OR \$5,000.

8.3. **Insurance.** You will purchase and maintain adequate commercial general liability insurance (including insurance covering your contractual liabilities hereunder). You will furnish to us upon request evidence of such insurance in the form of a certificate or certificates issued by your insurance carrier, which certificate will provide that there will be no material change in, or cancellation of, such insurance unless thirty (30) days' prior written notice of such change or cancellation is given to us. Such insurance will be maintained at all times during which this Agreement is in effect, and continuously (whether by consecutive annual policy periods or otherwise) for six (6) years thereafter.

9. **Termination.** The following Sections in the General Terms will survive expiration or termination of this Agreement: all definitions and Sections 1, 3, 4.1(ownership terms only), 4.2-4.6, 5, 6, 7, 8, 9, 10, 12, 13 and 14. You acknowledge that we may terminate this Agreement in the manners provided in this Agreement, and that we have agreed to enter into this Agreement on the express condition that you will not be entitled to any compensation for its expiration or termination. As a result, we will not, by reason of the expiration or termination of this Agreement, be liable to you for compensation or damages either on account of present or prospective profits on sales or anticipated sales, or on account of expenditures, investments or commitments made in connection therewith or in connection with the establishment, development or maintenance of the business or goodwill of Provider.

10. **Assignment.** You may not transfer your rights or obligations under this Agreement to anyone else without our prior written consent (including by operation of law, merger or sale of your business or ownership interests) and we may withhold our consent in our sole discretion. Any such attempted transfer will be null and void and of no effect. We may freely assign this Agreement. This Agreement will inure to the benefit of each party's successors and permitted assigns.

11. **Schedules.** The parties will use Schedules to document additional business terms. Schedules are not effective until executed by authorized representatives of each party.

12. **Dispute Resolution.** Any claim, cause, action or proceeding arising out of, based upon, or relating to this Agreement, the negotiation or execution of this Agreement, breach of this Agreement, or the transactions contemplated thereby (regardless of legal theory), shall be fully and finally resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules ("**Rules**"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All arbitration hearings shall be held in Hennepin County, Minnesota, in English. Absent written consent of both parties, any such arbitration shall be arbitrated before one neutral arbitrator otherwise selected in accordance with the Rules, further provided that to the extent reasonably practicable, the list provided pursuant to the Rules shall include at least 3 persons having material experience in the carbon/sustainability industry. Both parties recognize the desirability of arbitration as an efficient and expeditious forum for resolution of any dispute, and both parties agree that each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim, defense or counterclaim, and/or on which the producing party may rely in support of or in opposition to any claim or defense. Such document exchange shall be completed within 60 days of the appointment of the arbitrator(s). In the absence of written agreement or good cause, there shall be no other discovery, including depositions, provided, however, that if the arbitrator(s) find(s) good cause to permit any deposition(s), each side shall be permitted an equal number of depositions. You agree that any claim you may have against Truterra, including our Affiliates, and past or present employees or agents, will be brought individually and you will not join such claim with claims of any other person or entity or bring, join or participate in a class action against Truterra or its Affiliates. Our failure to insist upon strict performance of any provision of this Agreement or to exercise (or any delay in exercise of) any right or remedy arising out of this Agreement will neither impair that provision or right nor constitute a waiver of that provision or

right, in whole or in part, in that instance or in any other instance. The award shall be made within nine (9) months of the filing of the notice of intention to arbitrate (demand), and the arbitrator(s) shall agree to comply with this Section 12 before accepting appointment. However, this time limit may be extended by agreement of the parties or by the arbitrator(s) if necessary. The foregoing does not limit the terms of Section 13 or any termination rights herein.

13. **Equitable Relief.** The parties agree that (a) the breach, or threatened breach, of Section 4.6 (Data Privacy & Security) or 5 (Confidential Information), or (b) misuse of the other party's intellectual property rights (including by breach of license rights or restrictions), is likely to cause irreparable harm to the disclosing/licensing party without an adequate remedy at law. Upon any such breach, violation, or infringement, or threat thereof, the impacted party will be entitled to seek equitable relief in any court of competent jurisdiction to prevent the other party from commencing or continuing any action constituting such breach/violation/infringement, without having to post a bond or other security, and without having to prove the inadequacy of other available remedies.

14. **Miscellaneous.** This Agreement (as defined) encompasses the entire agreement of the parties concerning the subject matter of this Agreement and supersedes all previous understandings and agreements between the parties with respect to such subject matter, whether oral or written. This Agreement does not terminate or amend any separate executed (including electronically), written agreement between the parties, such as covering access to or use of our technology platforms or applications. All notices and other communications required or permitted under this Agreement will be in writing and will be deemed given (a) if to Truterra, when delivered to Truterra, LLC, 4001 Lexington Avenue North, Arden Hills, MN 55126 Attn: Carbon Operations Lead, with a copy to Truterra, LLC, 4001 Lexington Avenue North, Arden Hills, MN 55126 Attn: Law Department; or, (b) if to you, when delivered as stated herein or by (i) courier service (including via First Class Mail with the United States Postal Service) to the mailing address on file with Truterra, or (ii) e-mail to the e-mail address on file with Truterra. Truterra may rely on the latest physical mailing or e-mail address provided by you. This Agreement and all matters arising out of or relating to this Agreement, will be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to the conflicts of laws provisions thereof. The words "herein," "hereof," and "hereunder" refer to this Agreement as a whole or to the applicable part, as indicated by the context of use. The words "include" and "including" will not be construed as terms of limitation. The word "or" means and/or. The words "day," "month," and "year" mean, respectively, calendar day, calendar month and calendar year unless stated as business days. Section references in these General Terms are to Sections in these General Terms unless otherwise stated. Any amendment to this Agreement by you is only effective if executed by both parties. Truterra may modify any document incorporated through a URL, including these General Terms, from time to time. Truterra may only modify the rest of this Agreement in a written amendment executed by both parties. Provider and Truterra are independent parties and nothing in this Agreement will make Provider an employee, agent or partner of Truterra. If any provision of this Agreement is determined to be void or unenforceable, the remaining provisions will remain in full force and effect. This Agreement is an agreement between the parties hereto, and confers no rights upon any of their respective representatives or upon any other person or entity except the indemnified parties with respect to indemnification hereunder. All waivers granted under this Agreement must be made in writing and signed by the party granting the waiver to be effective.

[End of General Terms]