

This MUTUAL CONFIDENTIALITY & DATA RIGHTS AGREEMENT

Continuum Ag, LLC
an Iowa limited liability company (“Continuum”)

Address:

108 W Main St
Washington, Iowa 52353
United States

WHEREAS, Continuum and Client (each a “Party” and collectively the “Parties”) are interested in obtaining certain confidential and proprietary information from each other for the purpose of evaluating a potential business relationship pursuant to which Continuum would provide certain services and/or products to Client (collectively, “Services”) (the “Business Relationship”);

WHEREAS, in the event a Business Relationship is entered into by the Parties (*i.e.*, Continuum commences to provide Services), each Party would, from time to time, be provided with and/or have access to the confidential information and proprietary information of the other Party for the purpose of providing, receiving and utilizing the Services, as applicable;

WHEREAS, the Parties are willing to provide such confidential and proprietary information for such limited purposes only if the restrictions and rights set forth in this Agreement apply.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises set forth herein, each Party agrees, on behalf of itself and of its Affiliates and their successors and assigns, as follows:

1. Certain Definitions. For purposes of this Agreement:

“**Affiliates**” means any individual, corporation, partnership, or other entity controlled by, controlling, or under common control with Continuum or Client, as applicable. For this purpose, “**control**” shall mean (a) the power to direct the management or policies of an entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, resolution, regulation or otherwise, or (b) to own more than 50% of the outstanding voting securities or other ownership interests of such entity.

“**Agronomic Data**” means all information and data (including, without limitation, as applied data, monitor data and harvest data) pertaining to agronomic conditions, practices and/or results, including, without limitation, information and data pertaining to planting population, hybrid selection, pesticide, insecticide and herbicide selection and application, fertilizer selection and application, yield data, soil condition, soil health and/or the chemical, physical and/or biological properties of soil (including, without limitation, information and data obtained through soil and tissue sampling and analysis, stalk nitrate sampling and analysis, aerial imagery

and crop scouting) that is collected or obtained by, or submitted to, Continuum, whether collected as part of Continuum’s RightWay Program, uploaded to Continuum’s TopSoil Tool, obtained through the Top Soil Network or otherwise.

“**Client Agronomic Data**” means all Agronomic Data collected or obtained from, or uploaded or provided by, Client in connection with evaluating the Business Relationship and/or in connection with the Services.

“**Confidential Information**” means all information and materials concerning the products, services, customers, suppliers, business or affairs of the Discloser or Discloser’s Affiliates, presented, disclosed or made available to the Recipient by Discloser or Discloser’s agents during the Disclosure Period (regardless of whether marked confidential) in tangible or electronic form or orally, including without limitation, all data (including the Agronomic Data), models, prototypes, financial statements, forecasts, marketing and commercialization plans and strategies, customer lists, pricing information, databases, reports, data analytics, agronomic recommendations, calibration methods, agricultural product research, lab protocol insights, benchmarking, presentation materials, correspondence, contracts, strategic business plans and objectives, products, product research and development, technology, designs, techniques, analytical processes, trade secrets, patents, patent applications, copyrights, know-how, ideas, concepts, inventions (whether patentable or not), formulas, software, code, applications, computer programs, databases, technical drawings, algorithms, circuits, layouts, interfaces, schematics, names and expertise of employees and consultants.

“**Disclosing Party**” and “**Discloser**” means either Party disclosing Confidential Information hereunder.

“**Disclosure Period**” means the term of this Agreement, as set forth in Paragraph 14.

“**Recipient**” means either Party receiving Confidential Information disclosed hereunder.

“**Successor**” means a successor to, or purchaser of, substantially all of the business of a Party to which this Agreement pertains.

2. Use and Non-Disclosure. Except as set forth in Paragraph 7, Recipient shall use all Confidential Information

solely for the limited purpose of evaluating the Business Relationship and, in the event a Business Relationship is entered into, solely for the limited purpose of (a) providing the Services, in the case of Continuum, and (b) receiving and utilizing the Services in a manner consistent with the purposes for which they were provided, in the case Client.

3. Non-Disclosure. Except as set forth in Paragraph 7, Recipient shall hold in confidence and not disclose such Confidential Information in any manner to any person other than Recipient's officers, employees, contractors, and consultants who have a legitimate need to know such Confidential Information and who have agreed or are otherwise obligated to abide by the terms of this Agreement. Recipient shall use at least the same degree of care to prevent disclosure of the Confidential Information as Recipient uses to protect its most confidential information but in no case will Recipient use less than reasonable care. Recipient shall not copy, reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. Recipient shall be fully responsible for the compliance of its Affiliates and its (and its Affiliates) officers, employees, contractors and consultants with the restrictions of this Agreement regarding Confidential Information as if such persons were original signatories hereto as a "Recipient" hereunder.

4. Exclusions. The obligations of Paragraphs 2 and 3 do not apply to any portion of Confidential Information which: (a) is or becomes generally available to the public other than through a breach of this Agreement; (b) was rightfully in Recipient's possession prior to receipt from Disclosing Party; (c) is received independently from a third party entitled to disclose such information free of any obligation of confidence; (d) is subsequently independently developed by Recipient without the use of the Confidential Information of the Disclosing Party; or (e) is expressly approved for release by written authorization of Disclosing Party. Any disclosure by either party of the Confidential Information of the other will not constitute a breach of this Agreement nor constitute a waiver of confidentiality for other purposes, where such disclosure is made: (a) as required by applicable statute, law, rule or regulation ("**Rule**") of any governmental, regulatory, or self-regulatory authority ("**Authority**"; (b) pursuant to any order of any court, governmental, or regulatory body ("**Order**"); or (c) as required to establish its rights under this Agreement. Recipient shall promptly advise Disclosing Party of any such request for disclosure to permit Disclosing Party to apply for such legal protection as may be available, unless prior notice to Disclosing Party is illegal, impossible, or is otherwise not permitted under the relevant Order, Rule, or Authority requiring disclosure.

5. Terms & Conditions. In the event a Business Relationship is entered into (*i.e.*, Continuum commences to provide Services), then, unless and until the Parties execute and enter into a subsequent written agreement to govern the Business Relationship and the Services, the Business Relationship and Services shall be governed by, and subject to, both this Agreement and the Continuum Ag, LLC General Terms & Conditions attached hereto (the "**General Terms**"). In the event of a conflict between any provision of this

Agreement and any provision of the General Terms, the General Terms shall control. The definitions in this Agreement shall apply to the General Terms.

6. Intellectual Property. Except as set forth in Paragraph 7, it is understood that no patent, copyright, trademark, or other proprietary right or license or, except as set forth in Paragraph 2, right of use is granted to any Party by this Agreement, by virtue of disclosure of any Confidential Information or by virtue of entering into a Business Relationship.

7. Client Agronomic Data. Notwithstanding any provision hereof that may appear to the contrary, Client authorizes and grants to Continuum an irrevocable, perpetual, transferable, royalty free and worldwide right and license to use the Client Agronomic Data in connection with the operation of the business of Continuum, its Affiliates and Successors (as currently conducted and as hereafter may be conducted). Such right and license shall include, without limitation, the right to collect, store, process, analyze, aggregate, commercially exploit, license, disclose, transfer and/or sell Client Agronomic Data. *Notwithstanding the foregoing*, Continuum's right to license, transfer, sell or otherwise disclose Client Agronomic Data to third parties (other than to a Successor or Affiliate) is expressly conditioned upon Continuum first "anonymizing" such Client Agronomic Data to remove any personally identifiable information such as the names, addresses, phone numbers and email addresses of Client, its owners and employees. Non-precise location information of the farmland to which Client Agronomic Data relates, such as zip code, area code, state, county, township and section shall not be considered personally identifiable information and may be disclosed in connection with the license, transfer, sale or other disclosure of Client Agronomic Data. Continuum shall only have the right to license, transfer, sell or otherwise disclose to third parties (other than to a Successor or Affiliate) precise location information of the farmland to which Client Agronomic Data relates with the prior consent of Client. Continuum has no obligation to retain or 'backup' any Client Agronomic Data and, at its option, may at any time retain or irretrievably delete all or any portion of the Client Agronomic Data, unless a Business Relationship is entered into and the Parties expressly agree in writing that the Services will include storage of Client Agronomic Data for a stated period of time (and if no period of time is stated, such obligation shall terminate no later than the termination of the Business Relationship). Client hereby waives any notice requirements now or hereafter applicable to the deletion of Client's information or data.

8. No Warranty. Each Disclosing Party warrants that it has the right to disclose the Confidential Information to Recipient. Other than the foregoing warranty, all Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy, performance, merchantability or the fitness for a particular purpose AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

9. No Commitment. Disclosure or receipt of Confidential Information hereunder does not obligate either Party to enter into any business relationship or further agreement with the

other Party or with any other party, or to refrain from entering into a business relationship with any third party. This Agreement does not obligate either Party to disclose any Confidential Information, and either Party may refuse to accept any Confidential Information of the other.

10. Return of Confidential Information. Except as set forth in Paragraph 7, all information furnished under this Agreement will remain the property of the Disclosing Party and will be returned or destroyed promptly at its request, except that the Recipient may retain one copy for its legal and/or compliance files, or as otherwise required by relevant law or regulation. In addition, such obligation to return or destroy does not apply to copies of Confidential Information stored in system-type media, such as, by way of example, service system caches and backup tapes, provided that such media are not readily accessible to users.

11. Independent Development. The Client understands that Continuum develops and acquires technology, as well as receives and evaluates technology of other persons and that existing or planned technology independently developed, received, or acquired by Continuum may contain ideas, concepts, techniques or systems that are similar to or compete with ideas, concepts, techniques or systems contained in the Client's Confidential Information disclosed under this Agreement. Nothing in this Agreement will be constructed or interpreted as limiting the right of either Party to develop or acquire from a third party (without breach of this Agreement) similar technology containing such ideas, concepts, techniques or systems, for any purpose and without obligation to the other Party.

12. Governing Law; Jurisdiction. The laws of the State of Iowa, without regard to its conflicts of laws provisions, will govern any adversarial proceedings between the Parties arising out of this Agreement or the General Terms (if applicable pursuant to Paragraph 5) or arising out of any disclosure or use of the Confidential Information or arising out of any Business Relationship hereafter entered into by the Parties. Any proceedings related to such matters will be heard and determined exclusively in the state and federal courts located in the County of Linn, State of Iowa, and the parties consent to the jurisdiction of such courts and irrevocably waive any defense or objection to such forum. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUCH PROCEEDINGS.**

13. Equitable Relief. Because breach or threatened breach of this Agreement or the General Terms (if applicable pursuant to Paragraph 5) may result in immediate and irreparable harm for which there is no adequate remedy at law, either Party may apply for equitable relief, including temporary and permanent injunctions, in addition to any other available remedies. In the event either Party is held by a court of competent jurisdiction to have breached a provision of this Agreement or the General Terms (if applicable pursuant to Paragraph 5), the other Party shall be entitled to recover its costs of enforcement from the breaching Party (including reasonable

attorney's fees) and to injunctive relief without the necessity of posting bond or other security and without having to show that monetary damages are an inadequate remedy.

14. Term. This Agreement will be effective as of the Effective Date and will continue in effect until the later of (a) three years after the Effective Date or (b) if a Business Relationship is entered into, three years after the Business Relationship is completely terminated. Any Party may terminate this Agreement at any time for any reason upon thirty days written notice; provided, no such termination shall be effective until after any Business Relationship entered into by the Parties has completely terminated. Notwithstanding the expiration or earlier termination of this Agreement, the obligations accruing under Paragraph 3 prior to expiration or termination will survive for a period of three years from the date of the receipt of Confidential Information and will also continue after such three year period with respect to any copy retained under Paragraph 10 above (the "**Confidentiality Period**"). The Parties acknowledge that their legal obligations arising under trade secret law, including the Uniform Trade Secrets Act, with respect to any portion of Confidential Information that qualifies as a "trade secret" will not be affected by the expiration of the Confidentiality Period and will continue as long as the information retains its status as a trade secret. Paragraphs 2, 4, 5, 6, 7, 8 and 10-15 (inclusive) shall survive the expiration or earlier termination of this Agreement.

15. Miscellaneous. This Agreement and the General Terms shall not be assignable, in whole or in part, without the prior written consent of the other Party, and any such assignment shall be void; provided, however, either Party may assign this Agreement and the General Terms (if applicable pursuant to Paragraph 5) without consent to a Successor (provided, no such assignment shall relieve the assigning Party from its obligations and liabilities accruing prior to such assignment). No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver. The Parties acknowledge and agree that the drafting of this Agreement has been a joint effort and the Agreement is to be construed fairly in accordance with its terms and not strictly for or against any party. Should any provision herein be held to be unenforceable, in whole or in part, it is the Parties' intention that such provision will be modified to the minimum extent necessary to make it enforceable, unless the modification is not permitted by law, in which case the provision will be disregarded and will not affect the validity or enforceability of any other provision of this Agreement. This Agreement, together with the General Terms (if applicable pursuant to Paragraph 5), contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and thereof. This Agreement may be executed in counterparts. Facsimile, scanned, or electronically signed copies will be treated as originals.

Enclosure: Continuum Ag, LLC's General Terms & Conditions

CONTINUUM AG, LLC – GENERAL TERMS & CONDITIONS

1. General. The provision and performance by Continuum or any of its Affiliates or subcontractors (“Continuum Ag”) of any services to Client, and any goods sold to Client or utilized by Continuum Ag to render such services (collectively, the “Services”), shall be subject to and governed solely by these terms and conditions (these “General Terms”) and the Mutual Confidentiality & Data Rights Agreement to which these General Terms are attached (the “NDA”). These General Terms, together with the NDA, constitute the entire agreement regarding the performance of the Services, regardless of the location of the performance of the Services. All quotations, orders, and invoices are subject to these General Terms. ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS AND CONDITIONS ON ANY DOCUMENT ISSUED BY CLIENT AT ANY TIME ARE HEREBY OBJECTED TO AND REJECTED BY CONTINUUM AG, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE OR SERVICE PERFORMED BY CONTINUUM AG, AND SHALL NOT BE BINDING IN ANY WAY ON CONTINUUM AG. Any of the following shall constitute, but is not the sole form of, Client’s acceptance of these General Terms: (1) execution of the NDA or any other agreement with Continuum Ag that incorporates these General Terms, (2) submission of a purchase order, (3) subscribing for any service or creating a profile through any website maintained by Continuum Ag, or (4) commencement of Services.

2. Price, Taxes and Other Charges and Payment Terms. All prices for the Services will be as specified by Continuum Ag and firm for 30 days from the quote date or, if no price has been specified or quoted, will be Continuum Ag’s price in effect at the time of performance. All prices are subject to adjustment on account of actual hours worked, personnel utilized, parts utilized while rendering the Services, specifications, quantities, or other terms or conditions that are not part of Continuum Ag’s original price quotation. Prices for the Services are exclusive of excise, sales, use, transfer and other taxes and duties imposed by any federal, state, municipal or other governmental authority with respect to the Services, all of which taxes and duties must be paid by Client. Unless otherwise agreed to in writing, all payments for Services are due net 30 days from the date of invoice by Continuum Ag. If Client fails to pay any amounts when due, Client shall pay Continuum Ag interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys’ fees and disbursements and court costs) incurred by Continuum Ag in collecting such overdue amounts or otherwise enforcing Continuum Ag’s rights hereunder. All payments shall be made in United States Dollars.

3. Schedules, Changes to Services. Stated Continuum Ag performance or delivery schedules or dates are estimates only and not a commitment as to performance or delivery on specific dates. In no event shall Continuum Ag be liable for any delay in performance of Services.

4. Cancellation. Client may not cancel, alter or suspend Continuum Ag’s performance of the Services ordered without the prior written consent of Continuum Ag. Any cancellation,

alteration, or suspension without prior written consent shall be subject to a monetary penalty.

5. Warranty. UNLESS CLIENT AND CONTINUUM AG HAVE EXPLICITLY AGREED IN WRITING TO THE CONTRARY, CONTINUUM AG EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES (INCLUDING, FOR CLARITY, ANY GOODS AND PRODUCTS) PROVIDED BY CONTINUUM AG.

6. Limitation of Liability. THE LIABILITY OF CONTINUUM AG IN CONNECTION WITH THE SERVICES (WHETHER BY REASON OF BREACH OF WARRANTY, BREACH OF CONTRACT (WHETHER A BREACH OF THESE GENERAL TERMS, THE NDA OR OTHERWISE), TORT, DATA BREACH OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL PURCHASE PRICE THERETOFORE PAID BY CLIENT TO CONTINUUM AG WITH RESPECT TO THE SERVICES GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL CONTINUUM AG BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER CONTINUUM AG (A) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (B) IS NEGLIGENT.

7. Intellectual Property. Continuum Ag retains all of its right, title and interest in and to all known or hereafter known or developed tangible and intangible: (a) rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights and mask works; (b) trademarks, services marks, trade names and any other indicia of origin; (c) technical and non-technical information (regardless of whether such information is in tangible or intangible form) including source code, object code, computer code, data, ideas, concepts, formulae, methods, models, techniques and processes (including any derivatives of any of the foregoing) that derive economic value, actual or potential, from not being generally known to other persons who could obtain economic value from the disclosure or use thereof, and which are the subject of efforts that are reasonable under the circumstances to maintain their secrecy (“Trade Secrets”); (d) patents, pending patent applications, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated, including “rental” rights and rights to remuneration), whether arising by operation of law, contract, license or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues now or hereafter in force (including any rights in any of the foregoing), (collectively, “Intellectual Property”). Any Intellectual Property created by Continuum Ag in connection with or as a result of the Services, including any Intellectual Property specifically created for Client, shall

CONTINUUM AG, LLC – GENERAL TERMS & CONDITIONS

be the sole and exclusive property of Continuum Ag and shall not constitute “work made for hire”. In the event any of Continuum Ag’s Intellectual Property is built into any of the Services (including, for clarity, any goods and products) provided by Continuum Ag, then, upon full payment by Client of all amounts owed to Continuum Ag for such Services, Continuum Ag grants to Client a non-exclusive, non-transferable (other than to a Successor) right to use such Intellectual Property solely in connection with Client’s use of the Services in a manner consistent with the purpose for which such Services were provided.

8. Miscellaneous. These General Terms, together with the NDA, (a) contain the entire agreement between Continuum Ag and Client relating to the Services, and expressly supersede and replace any course of dealing or performance or trade usage or prior or contemporaneous agreements, whether written or oral, including any terms and conditions on any of Client’s documents or purchase orders, and (b) shall be

binding upon and inure to the benefit of the successors and permitted assigns of the parties. These General Terms may not be amended or supplemented, in whole or in part, except by written authorization signed by an authorized representative of the Continuum Ag, notwithstanding any delivery of products or Services by Continuum Ag. Should any provision herein be held to be unenforceable, in whole or in part, it is the Parties’ intention that such provision will be modified to the minimum extent necessary to make it enforceable, unless the modification is not permitted by law, in which case the provision will be disregarded and will not affect the validity or enforceability of any other provision of this Agreement. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver.

[REMAINDER OF PAGE INTENTIONALLY BLANK]