

Truterra End User License Agreement

THIS TRUTERRA END USER LICENSE AGREEMENT (“EULA”) is a binding agreement between “you” and Truterra, LLC, a Minnesota limited liability company with a place of business at 4001 Lexington Ave. N., Arden Hills, Minnesota 55126 (“Truterra”, “we”, “us”, “our”). The terms “you” and “your” refer to, as applicable, the individual or organization accepting this EULA. If you are representing your organization, you are accepting this EULA for yourself and on behalf of your organization. If you are accepting this EULA on behalf of a third party, such as your farmer, you are accepting this EULA on behalf of that third party. **You represent that you have full authority to bind your organization or such third party, as applicable, to this EULA.** PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE ACCESSING OR USING THE SUSTAINABILITY TOOL. This EULA incorporates by reference the Truterra Privacy Policy at <https://www.landolakesinc.com/Privacy-Policy> and/or any other privacy policy (i) referenced in the applicable Services Agreement (defined below), (ii) referenced when you accept this EULA, or (iii) presented to you or agreed by you as a participant in a Truterra program, as may be updated from time to time (as applicable, the “Privacy Policy”). As between the applicable Privacy Policies, the applicable Privacy Policy for each program or service will control for its subject matter.

This EULA is effective when (a) executed by the parties, (b) agreed as a clickthrough or other electronically accepted agreement, (c) incorporated by reference into another agreement, or (d) you access or use our Sustainability Tool. This EULA may be presented to you multiple times in writing or electronically prior to and as you use our Sustainability Tool including as web page links. This EULA may form part of a services or other agreement(s) referencing this EULA (which, if you are a farmer, may be between us and your Retailer(s)) (each a “Services Agreement”). If there is a conflict between the main body of this EULA, and either a Privacy Policy or a Services Agreement, this EULA controls unless the applicable Privacy Policy or Services Agreement explicitly states otherwise.

A separate agreement is required for each organization or farmer that accesses and uses our Sustainability Tool. If you are sharing Agronomic Data (defined below) owned by or licensed to your farmer with the Sustainability Tool or you want to share access to our Sustainability Tool, Reports or Scores with your farmer, such farmer will also be required to agree to our end user license agreement on their own behalf or, if you are authorized by such farmer(s), you can agree to our end user license agreement on their behalf. **If you are doing so under this EULA, you must provide such farmer with a current copy of this EULA including the applicable Privacy Policy.**

We may change this EULA including any Privacy Policy at any time. By continuing to access or use the Sustainability Tool you agree to be bound by the most recent version of this EULA. If we materially change this EULA, we will let you know by placing a notice within the tool or through other reasonable methods.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

1. Definitions.

(a) “**Agronomic Data**” means data uploaded, submitted or shared with the Sustainability Tool, Truterra or its Providers by you about farmer(s), their farms or farming practices. Agronomic Data does not include Truterra IP.

(b) “**Confidential Information**” means confidential and proprietary information disclosed or made accessible by a disclosing party hereunder, including for Truterra the Sustainability Tool (including the Reports and Scores). Confidential Information excludes information which: (i) is available to the public prior to disclosure to the receiving party or becomes available to the public by publication or otherwise without fault of the receiving party; (ii) is lawfully in the receiving party’s possession prior to the initial disclosure; (iii) is supplied to the receiving party by a third party having a legal right to so disclose; or (iv) is independently developed by receiving party without use of the disclosing party’s Confidential Information.

(c) “**Documentation**” means all written or electronic user guides and other materials related to the use of the Sustainability Tool, including any updates thereto. Reports are not Documentation.

(d) “**Reports**” means Truterra sustainability reports generated and delivered through use of the Sustainability Tool. Reports contain Scores.

(e) “**Retailer**” means an organization providing products/services to farmers relating to their farming operations.

(f) “**Scores**” (formerly known as insights) means the sustainability scores, graphs, analytics, projections, predictive statements, and other insights generated from the processing of the Agronomic Data in the Sustainability Tool alone or with other data (including data provided by Truterra or its Providers), or otherwise offered as scores, including soil health and soil calculator insights, Truterra™ sustainability scores, Truterra™ practice navigator,

stewardship scores, Fieldprint® Analyses, and any environmental indicators, such as water erosion, wind erosion, nitrogen use efficiency, soil quality, and greenhouse gas emissions.

(g) “**Sustainability Tool**” means the Truterra™ sustainability tool (formerly known as the Truterra Insights Engine or TIE), which is a hosted, proprietary, interactive on-farm stewardship digital platform that includes the generation of Scores and Reports (which also include Scores) from Agronomic Data and other data that are designed to assist with respect to various sustainability metrics and the potential impact on sustainability and profitability should various sustainability practices be deployed, including any Documentation and any updates that Truterra may provide from time to time.

(h) “**Truterra IP**” means the Sustainability Tool (including the Reports/Scores), any other content or data originating with Truterra/its affiliates/Providers including data collected through Truterra’s or its Provider’s performance under any Services Agreement, De-Identified Data, Aggregated Data (each as defined below), Usage Data, Documentation, the software, hardware, systems, materials, processes, know-how and the like utilized by and developed in the provision of the Sustainability Tool, including interfaces, Truterra’s trademarks, logos and service marks, and all goodwill therein, and all error corrections, updates, enhancements, modifications, improvements, derivative works, changes, customizations and components in any of the foregoing, and all intellectual property rights therein.

(i) “**Usage Data**” means any statistical and usage data derived or generated from the performance, operation and use of the Sustainability Tool (including the Reports), and all analysis thereof, including the review and interpretation of how individuals engage with content or data published, posted, uploaded, transmitted, generated or otherwise provided through or via the Sustainability Tool. Usage Data is not Scores.

2. License To Sustainability Tool.

2.1. License. Subject to the terms and conditions of this EULA, Truterra grants you a limited, non-exclusive, non-transferable, non-sublicensable license solely for the Permitted Use to: (a) access and use the Sustainability Tool in the United States of America, including to download Reports; and (b) copy and use the Reports, and disclose and share the Reports only as follows (unless stated otherwise in a Services Agreement) (i) if you are a Retailer, with your farmer(s) to which such Reports/Scores relate and with any governmental entities (e.g., U.S. Department of Agriculture, state departments of agriculture, local land use and conservation agencies, etc.) and not-for-profit conservation organizations (e.g., The Nature Conservancy, Pheasants Forever, National Fish and Wildlife Foundation, etc.) (“**Government/Non-Profits**”), (ii) if you are a farmer, with your land-owners, landlords, lenders and farm/land management organizations and Government/Non-Profits, and (iii) as otherwise expressly permitted in a Services Agreement(s), in each case of (i)-(iii) subject to confidentiality and limits on use as set forth herein, including ensuring the disclaimer and proprietary notices on the Reports are recreated on all copies of the Reports. The rights under subsection (a) are during the term of this EULA but the rights under subsection (b) extend after termination of this EULA with respect to Reports downloaded during the term of this EULA, subject to the terms and conditions of this EULA. “**Permitted Use**” means (unless stated otherwise in a Services Agreement) (A) prior to a farmer(s) agreeing to a EULA (or for which you, as Retailer, have agreed to a EULA as authorized by such farmer(s)), use solely to determine if such farmer(s) would benefit from the use of the Sustainability Tool (including Reports or Scores) for measuring, evaluating and improving the sustainability and profitability of their farming operations (“**Engagement Use**”); and (B) for each farmer(s) which has agreed to a EULA (or for which you, as Retailer, have agreed to a EULA as authorized by such farmer(s)), use solely to help measure, evaluate, and improve the sustainability and profitability of such farmer(s)’ farming operations (“**Reporting Use**”). “**Permitted Use**” *excludes* use of the Sustainability Tool, Reports, Scores or any other Truterra IP, or disclosure or sharing of any Reports or Scores, for marketing or otherwise commercializing any sustainability claims or credits, including sustainability attributes of the grain harvested by farmer(s), greenhouse gas emissions, carbon dioxide or nitrous oxide removal, reduction or sequestration, greenhouse gas accounting/reporting or other commercialization unless the parties have expressly agreed otherwise in a Services Agreement. You acknowledge that the actual impact on sustainability and profitability may differ from the Scores. TRUTERRA MAKES NO GUARANTEES, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF THE PROJECTIONS, PREDICTIVE STATEMENTS OR ANALYSIS CONTAINED IN THE SCORES/REPORTS.

2.2. Restrictions On Use. You will not and will not permit any third party to, except as expressly permitted in Section 2.1(b): (a) extract Scores from the Sustainability Tool except via Reports subject to the restrictions herein, extract or copy Scores from the Reports, or remove the disclaimers or proprietary notices indicating the source, limitations and intellectual property rights with respect to the Scores/Reports; (b) copy, modify or create any derivative works based on the Truterra IP, including making derivative works based on the Reports or Scores; (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Truterra IP

available to any third party, including sharing the Reports or any Scores or any other Truterra IP with any third party for any purpose; (d) use the Sustainability Tool, Reports, Scores or any other Truterra IP, or disclose or share any Reports or Scores, outside the Permitted Use; (e) decipher, disassemble, reverse engineer or decompile any portion of the Truterra IP; (f) access the Truterra IP in order to build any commercially available product or service; or (g) except as agreed in a separate written agreement with Truterra, incorporate, merge or interface the Sustainability Tool (including any Reports or Scores) or any other Truterra IP into any third party or self-developed products or to allow any such products to access the Truterra IP, in whole or in part, or incorporate, merge or interface data generated by the Sustainability Tool or contained in Reports or Scores with or into other software or other products or services for any purposes. For clarity, this means you cannot include Scores or Reports in any other materials. Except for the limited rights and licenses expressly granted in this EULA, nothing in this EULA grants, by implication, waiver, estoppel or otherwise, any right, title, or interest in or to the Sustainability Tool or other Truterra IP. If you would like to partner with Truterra to provide claims, credits or Scores to third parties, other than, if you are a Retailer, your farmer(s) to the extent permitted herein, we would be glad to discuss that under separate written agreement.

2.3. Authorized Use. You will only permit your employees and contract employees who have received unique user credentials to access and use the Sustainability Tool (each a “User”). If a User leaves his/her employment with you or his/her relationship with you is otherwise terminated, you will ensure that such User’s access and use of the Sustainability Tool is promptly terminated. You will ensure Users are informed of, and abide by, this EULA, data supplied in establishing User accounts is accurate, complete and up-to-date, and that Users will maintain the security and confidentiality of their User names and passwords. You are solely responsible for all aspects of any User transaction. You will immediately notify Truterra of any known or suspected security incident resulting or possibly resulting in the unauthorized use, access or theft of a password, name, account or personally identifiable information or any other breach of security that materially compromises the confidentiality, integrity or accessibility of the Sustainability Tool, the Reports or Scores. Your failure to provide such notice to Truterra in writing within twenty-four (24) hours of the discovery of such a breach is a material breach. **TRUTERRA IS NOT LIABLE FOR ANY LOSSES CAUSED BY ANY UNAUTHORIZED USE.**

2.4. Third-Party Providers. Truterra engages or otherwise collaborates with third parties, including its affiliates, contractors, subcontractors, consultants, vendors, partners and advisors (collectively, “Providers”), including who support/manage Truterra’s services and marketing initiatives, supplement, enhance, support, or host the Sustainability Tool, or with whom Truterra collaborates which may offer other solutions. You understand that as part of such engagements Providers may have access to and use of certain Agronomic Data, Reports, Scores, and other Confidential Information. You agree that Truterra may provide Agronomic Data, Scores, Reports and other Confidential Information to such Providers as permitted in this EULA or the Services Agreement.

2.5. Third Party Technology. The Sustainability Tool may include technology subject to third party licenses (collectively, “Third Party Technology”). In the event Truterra’s rights to provide any Third Party Technology are terminated, expire, or are otherwise diminished, you understand and agree that Truterra may cease to include the applicable Third Party Technology in the Sustainability Tool and may terminate the affected functionality in, or of, the Sustainability Tool with or without notice to you. **TRUTERRA WILL HAVE NO LIABILITY WHATSOEVER TO YOU WITH RESPECT TO ANY DIMINISHMENT IN THE SUSTAINABILITY TOOL RESULTING FROM TRUTERRA’S REDUCED ABILITY TO PROVIDE THIRD PARTY TECHNOLOGY.**

2.6. Your Obligations. In addition to your obligations under a Services Agreement, you will cooperate with Truterra as reasonably requested by Truterra. If you fail to provide such assistance, then Truterra will have no obligation to provide the Sustainability Tool (or the Reports or Scores).

3. Truterra IP And Agronomic Data.

3.1. Truterra IP. Truterra, its affiliates and Providers own all right, title and interest in and to the Truterra IP. You will not act in any way which may impair any such rights in and to the Truterra IP.

3.2. Agronomic Data. Prior to, during and after the date this EULA is in effect, you may have, yourself or through third parties (including Retailer(s)) or on behalf of your farmer(s), uploaded, submitted or shared, or you will upload, submit or share, Agronomic Data. We may also transmit your data to the Sustainability Tool from other of our/affiliate’s applications/technology where you previously submitted data, which such data is also Agronomic Data under this EULA (if subject to different terms when collected/as subsequently modified, the use/disclosure of such data under this EULA does not modify the terms of the separate agreement for such data). Each Privacy Policy also describes information we collect in connection with this EULA, and describes how we may use or disclose any such information, including personal information about you or your farmers. As between you and Truterra, you own all non-public Agronomic Data submitted by you in connection with this EULA, subject to the licenses and rights in this EULA including any Privacy Policy, the Services Agreement and any other agreement between the parties. You agree

that in addition to any potential use or other processing of data as described in any Privacy Policy, and any rights you grant or have granted via the applicable Privacy Policy, you have granted and you hereby grant to Truterra a non-exclusive, perpetual, irrevocable, royalty-free, paid up, worldwide, transferable and sublicensable license to:

(a) host, access, use, reproduce, upload, analyze, manipulate, modify and create derivative works of, transmit, distribute, disclose, display, make available, and otherwise process (“Use”) Agronomic Data in connection with the Sustainability Tool (including the generation of Scores and Reports), whether for your rights under this EULA or any other rights you may have to access and use the Sustainability Tool (unless a separate agreement between the parties governs such rights) and as needed for performance under each Services Agreement;

(b) disclose and Use the Agronomic Data for Truterra’s and its affiliates’ business purposes including: (i) to generate information from products offered by third-party service or technology solution providers that are integrated with the Sustainability Tool via application programming interface or otherwise and to enhance or supplement the Sustainability Tool (including the Reports and Scores) (e.g., Fieldprint® Calculator), which generated information is Truterra IP; (ii) to or with Providers assisting with the Sustainability Tool or who support or manage Truterra’s or its affiliates’ services and marketing initiatives, supplement, enhance, support, or host the Sustainability Tool, provide services and other forms of support directly to you, or with whom Truterra or its affiliates collaborate which may offer other solutions to you; (iii) to perform research and development of products and services; (iv) to test, populate, improve, or enhance the Sustainability Tool (including the Reports and Scores) or Truterra’s, its affiliates’ or its Providers’ other tools and applications and develop new tools and applications; (v) to inform your, and, if you are a Retailer, your farmer(s)’, agronomic and other business decisions; (vi) to provide to you, your farmer(s) or a recipient designated by you or your farmer(s), Agronomic Data concerning that particular farmer and their operations; (vii) to perform support and other services for you or your farmer(s)’ benefit; (viii) as set forth in a Services Agreement; (ix) to perform legal and regulatory compliance; and (x) to market products and services to you and your farmers; and

(c) de-identify Agronomic Data (such de-identified data is “**De-Identified Data**”) and use such De-Identified Data or aggregate such De-Identified Data with other data or analysis to generate “**Aggregated Data**.” You further agree that Truterra (i) exclusively owns all such De-Identified Data and Aggregated Data, as well as any information and scores derived therefrom (which are collectively, Truterra IP, but excluding non-public Agronomic Data provided hereunder), (ii) may use the De-Identified Data and Aggregated Data for any purpose, either directly through Truterra or indirectly through affiliates and Providers and Truterra’s other vendors, partners and customers, and (iii) may freely utilize information concerning you which is lawfully obtained by us via sources other than you.

4. Compensation. Any fees due in relation to this EULA are as quoted in the applicable Services Agreement.

5. Confidential Information. Each party shall protect the other party’s Confidential Information from unauthorized use or disclosure using no less than reasonable measures. The receiving party will not disclose the Confidential Information to any third party except (a) for Truterra, to its affiliates and Providers and their respective employees, contractors and agents, and (b) for you, to your Users, or, for Retailers, to your farmers but only as permitted herein, (“**Representatives**”), who have a need to know such information, are informed of the confidential nature of such information, and agree to be bound by obligations of confidentiality substantially similar to those set forth in this EULA. The receiving party will use the Confidential Information solely and exclusively for the purpose of performing or receiving the benefits of this EULA. Notwithstanding anything to the contrary, if you or your personnel or farmers provide any ideas, suggestions or recommendations regarding the Sustainability Tool, Truterra IP or other of Truterra’s Confidential Information, (even if designated as your Confidential Information) (“**Feedback**”), Truterra, its affiliates and Providers are free to retain, use, incorporate and disclose, on a perpetual and irrevocable basis, such Feedback in their products, technology and/or services, without payment of royalties or other consideration. Such right is fully transferable and sublicensable. If the receiving party is required by law or court order to disclose the Confidential Information, the receiving party will give the disclosing party prompt notice of such requirement so that an appropriate protective order or other relief may be sought. The breach, or threatened breach, of any provision of this [Section 5](#), or the breach of license rights or restrictions or other misuse of Confidential Information may cause irreparable harm to the disclosing party without an adequate remedy at law. Upon any such breach, violation, or infringement, or threat thereof, the disclosing party will be entitled to seek injunctive relief to prevent the receiving party from commencing or continuing any action constituting such breach, violation, or infringement, without having to post a bond or other security, and without having to prove the inadequacy of other available remedies. This Section does not limit any other remedy available to either party. This Section does not modify the scope of any rights granted in this EULA.

6. Representations And Warranties. You represent, warrant and covenant that: (a) all Agronomic Data was and will be information about yourself/your own business, or, if you are a Retailer, about farmers with whom you have a relationship, and that all Agronomic Data is true and correct; (b) you are the lawful owner or licensee of all Agronomic

Data, you have the full legal right to share such Agronomic Data in connection with this EULA and any Services Agreement and grant the licenses granted herein, and, if you are a Retailer, you have obtained affirmative consent from each farmer to grant the rights herein granted to their Agronomic Data; (c) there is no claim, litigation or proceeding pending or threatened against you with respect to Agronomic Data alleging, and no use of the Agronomic 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; and (d) you will comply with all applicable laws, regulations and orders in your use of the Sustainability Tool including the Reports/Scores.

7. DISCLAIMER. THE SUSTAINABILITY TOOL (INCLUDING REPORTS/SCORES) IS PROVIDED SOLELY AS A RESOURCE TO ASSIST IN MEASURING, EVALUATING AND IMPROVING ON-FARM SUSTAINABILITY PRACTICES AND PROFITABILITY. TRUTERRA MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUSTAINABILITY TOOL, REPORTS, OR SCORES. TRUTERRA EXPRESSLY DISCLAIMS ANY WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND USAGE OF TRADE. TRUTERRA DOES NOT WARRANT THAT ACCESS TO, OR OPERATION OF, THE SUSTAINABILITY TOOL WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, THAT ALL ERRORS WILL BE CORRECTED, OR THAT THE SUSTAINABILITY TOOL WILL SATISFY YOUR OR ANY THIRD PARTY'S REQUIREMENTS OR COMPLY WITH LAWS. TRUTERRA UTILIZES THE INTERNET TO PROVIDE THE SUSTAINABILITY TOOL. YOU ACKNOWLEDGE THAT THE FLOW OF TRAFFIC OVER THE INTERNET DEPENDS IN LARGE PART ON SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES, WHICH CAN ALSO IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF), AND CERTAIN PERFORMANCE QUALITIES OF THE SUSTAINABILITY TOOL. TRUTERRA DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO INTERNET CONNECTIVITY.

8. Indemnification. You will defend, indemnify and hold harmless Truterra and its affiliates, and their respective employees, officers, and directors, against all reasonable attorney's fees, expert fees, costs (including costs related to the provision of notices to customers and consumers), and expenses and all liability, losses and damages arising in connection with: (a) the violation, infringement or misappropriation by the Agronomic Data, or use thereof, of any third party's rights including intellectual property rights or privacy rights; (b) your negligence, willful misconduct, or breach of this EULA; (c) any claims brought by any farmer or other third party alleging unauthorized use or disclosure of Agronomic Data or third party data that is Agronomic Data, or otherwise claiming that you failed to obtain proper consent to use or disclose Agronomic Data for use and disclosure as contemplated herein; or (d) your use or misuse of the Sustainability Tool including the Reports or Scores.

9. LIMITATION OF LIABILITY. TRUTERRA'S TOTAL CUMULATIVE LIABILITY UNDER OR RELATED TO THIS EULA WILL NOT EXCEED THE TOTAL FEES PAID (LESS ANY REFUNDS) TO TRUTERRA BY YOU UNDER THE APPLICABLE SERVICES AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE FIRST CLAIM UNDER THIS EULA. MULTIPLE CLAIMS WILL NOT EXTEND THIS LIMIT. EXCEPT FOR THE LIABILITY EXCEPTIONS (DEFINED BELOW), IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR RELATED TO THIS EULA FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOSS OF GOODWILL, LOSS OR RECONSTRUCTION OF DATA, OR COSTS FOR SUBSTITUTE GOODS. "**Liability Exceptions**" means: (a) damages arising from: (i) breach of the licenses or restrictions on use in this EULA; (ii) any infringement, misappropriation or violation of Truterra's intellectual property rights; or (iii) each party's gross negligence and willful misconduct; and (b) your liability for: (i) any claims brought by any farmer or other third party alleging unauthorized use or disclosure of Agronomic Data or third party data that is Agronomic Data, or otherwise claiming that you failed to obtain proper consent to use or disclose Agronomic Data for use and disclosure as contemplated herein; or (ii) your defense and indemnification obligations herein. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE A MATERIAL CONDITION FOR THEIR ENTRY INTO THIS EULA. THE FOREGOING APPLIES UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR OTHERWISE), AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Termination. Your rights to use and access the Sustainability Tool may be suspended or terminated automatically, without notice or refund, if you fail to comply with this EULA or the Services Agreement. Furthermore, you agree that Truterra may (without limiting any other rights or remedies available) suspend or terminate an account, disable

the password and refuse any and all use of the Sustainability Tool by a User if a User breaches the terms applicable to their account, without prior notice, and temporarily suspend provision of the Sustainability Tool: (a) as permitted at law; (b) with prior written notice to you, if Truterra determines in its reasonable discretion that such suspension is necessary to comply with any law; or (c) immediately, if Truterra determines in its reasonable business judgment that the performance, integrity or security of the Sustainability Tool is being adversely impacted or in danger of being compromised as a result of your or any User's access. The foregoing does not apply to Reports that have already been downloaded. This EULA will continue until terminated as follows: (i) either party may terminate this EULA on thirty (30) days written notice to the other; or (ii) we may terminate this EULA by removing your access to the Sustainability Tool, including when all Services Agreements with you end. Upon termination of this EULA: (A) or upon request, the receiving party will return or destroy all Confidential Information, and upon request, provide the disclosing party written certification attesting to its destruction. For clarity, Truterra is not obligated to return or destroy any Truterra IP or Agronomic Data and you are not obligated to return or destroy Reports downloaded during the term of this EULA. Notwithstanding the foregoing, the receiving party may retain one archival copy of Confidential Information that may be used solely to demonstrate compliance with this EULA, so long as the receiving party continues to treat such Confidential Information pursuant to the terms hereof; (B) you will, and will cause all of your Users to, cease use of the Sustainability Tool (except for the rights in the Reports set forth in [Section 2.1\(b\)](#) subject to the restrictions herein) which may impact performance under Services Agreement(s); and (C) your license to the Sustainability Tool will terminate. The following terms survive termination of this EULA: the recitals as relevant for interpretation, Sections 1, 2.1(b) (unless terminated for breach), 2.2, 3, 5, 6, 7, 8, 9, 10, and 11.

11. General. No waiver of any breach of this EULA and no course of dealing between the parties will be construed as a waiver of any subsequent breach of this EULA. The provisions of this EULA are severable. If any provision of this EULA is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions will in no way be affected or impaired thereby. This EULA will be governed, interpreted, and construed in accordance with the laws of the State of Minnesota without regard to the principles of conflicts of laws. Any legal action or proceeding relating to this EULA will be instituted exclusively in a state or federal court in the State of Minnesota. The parties will submit to the exclusive jurisdiction of, and accept that venue is proper in, these courts in any such legal action or proceeding. When executed in writing, this EULA may be executed in multiple counterparts, each of which is deemed an original, but all of which taken together constitute the same instrument. For purposes of execution and delivery, each party may rely upon the electronic signature of the other party. Truterra has the right to (as to itself) effect an Assignment. "Assignment" means any purported assignment or transfer, directly or indirectly, of this EULA by a party whether a party assigns this EULA by way of merger, license or sale of assets to which this EULA relates, or otherwise. You do not have the right to effect an Assignment, except with the prior express written consent of Truterra which consent may be withheld in its sole and absolute discretion. This EULA will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any Assignment or other purported assignment in contravention of terms of this Section will be void and unenforceable. Truterra's failure to perform hereunder will be excused to the extent such performance is rendered impossible by strike, pandemic (including SARS-CoV-2), fire, flood, or other act of nature, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of Truterra. This EULA will not be construed as creating a relationship of employment, agency, partnership, joint venture, or any other form of legal association. Neither party has any power to bind the other party or to assume or to create any obligation or responsibility on behalf of the other party. This EULA will not confer any rights or remedies upon any person other than the parties, Truterra's affiliates and their respective successors and permitted assigns and the indemnified parties (with respect to indemnification). Any notices provided hereunder will be in writing and will be deemed to have been duly given when delivered, or three (3) days after mailing by U.S. certified mail, return receipt requested, postage prepaid, addressed to the following addresses: if to Truterra: Truterra, LLC, Attention: President, P.O. Box 64101, St. Paul, Minnesota 55164-0101 with a copy to: Truterra, LLC, Attention: Law Department – MS 2500, P.O. Box 64101, St. Paul, MN 55164-0101; and, if to you: to the last address you gave us. This EULA and the Services Agreement(s) constitute the entire agreement between the parties with respect to its subject matter and as of the date of agreement by you supersedes all prior or contemporaneous agreements, negotiations, representations, and proposals, whether written or oral, relating to its subject matter (subject to the exceptions in [Section 3.2](#)). Except for modifications made by us to this EULA as noted in the recitals, no modification of this EULA and no waiver of any breach of this EULA will be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. The Uniform Computer Information Transactions Act will not apply to this EULA, or any business conducted pursuant to it, regardless of when and however adopted, enacted and amended under the laws of any jurisdiction. Where "including" is used herein it means "including but not limited to".

IN WITNESS WHEREOF, the parties have caused this EULA to be executed by their duly authorized officers as of the date first set forth above.

You [Insert Customer Full Legal Name]	Truterra, LLC
Signature	Signature
Name	Name
Title	Title