END USER LICENSE AGREEMENT

This End User License Agreement (the "Agreement") is between FarmQA, LLC ("FarmQA") and the person or entity ("Client") identified in an order form, proposal, invoice, or other document accepted by FarmQA and referencing this Agreement ("Order Form") or that downloads, accesses, or submits payment for FarmQA's proprietary solutions, which may include mobile applications or software-as-a-service ("Solutions"). This Agreement shall be considered effective as of the date indicated on the Order Form ("Effective Date").

1. ACCESS AND USE.

License Rights. Client may provide access to the Solutions to its employees, agents and independent contractors that use the Solutions for Client's internal business purposes ("Users"). Subject to and conditioned on Client's and its Users' compliance with the terms and conditions of this Agreement, FarmQA hereby grants Client a non-exclusive, non-transferable right to access and use any hosted Solutions during the Term, and to download, install, and run any downloadable mobile Solutions, in each case, solely for use by Users in accordance with the terms and conditions herein. Such use is limited to Client's internal use. The total number of Users will not exceed the number set forth in an applicable Order Form, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the Fees payable hereunder. FarmQA hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the official FarmQA product documentation made generally available to FarmQA clients on the FarmQA.com website ("Documentation") in association with Solutions licensed pursuant to this Agreement, excluding marketing or demonstration materials during the Term solely for Client's internal business purposes in connection with its use of the Solutions. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to, the Solutions or Documentation, and all right, title, and interest not explicitly granted herein are and will remain with FarmQA.

Service Usage. Order Forms may set forth Fees for designated levels of usage or data storage (each a "Service Allocation"), beginning with the Fees payable by Client for the levels of usage and data storage in effect as of the Effective Date. If Client exceeds its Service Allocation for any relevant period, Client shall also pay to FarmQA reasonable excess usage and storage Fees. Client acknowledges that exceeding its then-current Service Allocation may result in service degradation for Client and agrees that FarmQA has no obligation to permit Client to exceed its then-current Service Allocation.

Restrictions. Client and its Users are expressly prohibited from, directly or indirectly (i) reverse engineering or attempting in any other manner to discover the source code, underlying algorithms, or technology of the Solutions; (ii) renting, leasing, selling, assigning, transferring, reproducing, downloading, storing, publishing, retransmitting, disseminating, distributing, disclosing, circulating, adapting, translating, decompiling, disassembling, commercially exploiting, or otherwise using the Solutions, in any form or by any means, except as expressly permitted under this Agreement; (iii) copying, modifying, altering or creating derivative works of or based on the Solutions; (iv) sublicensing the Solutions, using the Solutions to provide services for any third party (such as business process outsourcing or service bureau-type services), or using the Solutions for commercial timesharing or other rental or sharing arrangements; (v) input, upload, transmit, or otherwise provide to or through the Solutions any Malicious Code; (vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Solutions or FarmQA's provision of services to any third party, in whole or in part; (vii) access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party or that violates any applicable law; or (viii) access or use the Solutions for purposes of competitive analysis of the Solutions or the development, provision, or use of a competing software service or product.

2. SUPPORT & SERVICES.

Support and Professional Services. FarmQA may provide professional services related to implementation, training, or consulting services beyond FarmQA's standard Support (as defined below) as set forth in an Order Form ("Professional Services"). As applicable, the Order Form will set forth the type of Professional Services to be performed, the anticipated term for performance of the Professional Services, and the related fees. FarmQA is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement. FarmQA will (i) be available to perform support services for Client during its normal business hours Monday through Friday, excluding holidays, and (ii) respond to Client's support requests within a reasonable

timeframe. FarmQA reserves the right, in its sole discretion, to make any changes to the Solutions and documentation that it deems necessary or useful to: (i) maintain or enhance: (a) the quality or delivery of FarmQA's services to its customers; (b) the competitive strength of or market for FarmQA's services; or (c) the Solutions cost efficiency or performance; or (ii) to comply with applicable law.

Data Restoration. In the event of any loss, destruction, damage, or corruption of Client Data caused by FarmQA's systems or in the provision of Professional Services and Support, FarmQA will, as its sole obligation and liability and as Client's sole remedy, use commercially reasonable efforts to restore the Client Data from FarmQA's then most current backup of such Client Data in accordance with the then current backup policy.

Security. FarmQA will employ commercially reasonable administrative, technical, and physical safeguards designed to prevent the unauthorized access to Client Data through FarmQA's systems. Client shall employ commercially reasonable safeguards necessary to: (i) securely administer the distribution and use of all User access credentials and protect against any unauthorized access to or use of the access credentials; and (ii) control the content and use of Client Data, including the uploading or other provision of Client Data for processing by the Solutions.

Client Obligations. Client shall (i) ensure that its Users comply with the terms and conditions of this Agreement; (ii) make all reasonable efforts to provide FarmQA with all cooperation and information necessary for FarmQA to perform its obligations under this Agreement; (iii) obtain, at Client's sole expense, all necessary computer equipment, operating systems, third party software, connectivity and environments necessary for Users to access and use the Solutions from Client's systems; and (iv) be responsible for its Users' access to and use of the Solutions. Client has and will retain sole control over the operation, maintenance, and management of, and all access to and use of the information technology infrastructure, including computers, software, hardware, databases, electronic systems, and networks, whether operated directly by Client or through the use of third-party services ("Client Systems,") and sole responsibility for all access to and use of the Solutions and Documentation by any person by or through Client Systems or any other means controlled by Client or any User, including any: (a) information, instructions, or materials provided by any of them to the Solutions or FarmQA; (b) results obtained from any use of the Solutions; and (c) conclusions, decisions, or actions based on such use.

3. WARRANTIES & DISCLAIMERS.

Client Warranty. Client represents and warrants that: (i) it has full authority to enter into this Agreement and perform its obligations under this Agreement; (ii) it and its Users will access the Solutions only for lawful purposes and will not violate any applicable laws or regulations or the rights of any third party in connection with use of the Solutions; (iii) it has all right, title, interest, permissions, and consents necessary to provide all information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Client or a User by or through the Solutions, including data relating to Client or its growers, landowners, employees, advisors, farms, operations, or other third parties (collectively, "Client Data"), to FarmQA for processing and other use in accordance with this Agreement; (iv) it has obtained and will maintain all necessary rights, consents, and authorizations from growers, landowners, employees, and all other third parties whose data is or may be entered into the Solutions to permit Client, FarmQA, and FarmQA's authorized third-party technology providers and subprocessors to collect, access, use, process, store, reproduce, display, aggregate, de-identify, create Derived Data (as defined below) from, and otherwise handle such data as contemplated by this Agreement; (v) it has the full right and authority to grant FarmQA the data use rights described in this Agreement, including with respect to data relating to third-party growers or operations managed by Client; and (vi) where applicable, it will include in its own agreements with growers and other data subjects terms sufficient to authorize the uses contemplated by this Agreement.

FarmQA Warranty. FarmQA represents and warrants that (i) it has full authority to enter into this Agreement and perform its obligations under this Agreement; (ii) beginning on the Effective Date of this Agreement and extending so long as this Agreement is in effect and Client continues to timely pay for the Solutions (the "Warranty Period"), the Solutions will conform in all material respects to the Documentation; (iii) Professional Services will be performed in a professional and workmanlike manner and in accordance with generally accepted industry standards.

Disclaimers. FarmQA's Solutions may include features that perform calculations, generate estimates, or provide other financial projections, including but not limited to expected spending, product usage, or other monetary values ("Financial Calculations"). Client acknowledges and agrees that all such Financial Calculations are provided solely for informational and planning purposes and are based on data inputs, algorithms, and assumptions that may differ from those used by other systems or by Client's own accounting or invoicing processes. FarmQA does not warrant or guarantee the accuracy,

completeness, reliability, or suitability of any Financial Calculations generated by the Solutions, and such calculations may contain computational errors, discrepancies, or variances from other sources. Client is solely responsible for verifying the accuracy and appropriateness of any Financial Calculations before relying on them for invoicing, billing, financial reporting, or any other business or legal purpose. FarmQA expressly disclaims any and all liability for any loss, damage, claim, or expense arising from or related to any reliance by Client or any third party on Financial Calculations generated by the Solutions, including but not limited to errors, omissions, or inaccuracies in such calculations.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOLUTIONS ARE PROVIDED "AS IS," WITH NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES WHATSOEVER. ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CUSTOM AND USAGE IN TRADE ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, FARMQA DISCLAIMS ANY WARRANTIES, REPRESENTATIONS, OR LIABILITY FOR THE PERFORMANCE OF THE INTERNET, COMPATIBILITY WITH CLIENT'S COMPUTER SYSTEMS. FARMQA DOES NOT WARRANT ACCESS WILL BE UNINTERRUPTED OR ERROR FREE. NO WARRANTY, SUPPORT, OR INDEMNITY SHALL APPLY TO ANY PRE-RELEASE, BETA FEATURES, OR TRIAL USAGE PROVIDED FOR NO CHARGE.

4. LIABILITY LIMITATIONS. EXCEPT AS SET FORTH BELOW AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, INCLUDING CLIENT'S RELIANCE ON FINANCIAL CALCULATIONS PROVIDED BY THE SOLUTIONS, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY LOSSES OR DAMAGES EXCEEDING THE AMOUNTS PAID BY CLIENT TO FARMQA DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLIENT'S PAYMENT OBLIGATIONS, CLIENT'S BREACH OF THE RESTRICTIONS IN SECTION 1, OR A PARTY'S INDEMNITY OBLIGATIONS HEREUNDER.

5. CONFIDENTIALITY. "Confidential Information" means the Solutions, Documentation, terms and conditions of this Agreement, and any financial, statistical, business, technical, copyrightable, and/or confidential or proprietary information relating to a party's business which is disclosed by either FarmQA or Client to the other party in order to carry out this Agreement and is not generally known or available publicly. Except as otherwise provided in this Agreement, each party agrees that it shall not use or disclose to any third party any Confidential Information of the other party. Each party shall instruct its personnel to keep such information confidential by using the same care and discretion that it uses for its own Confidential Information, but no less than reasonable care. Each party may disclose Confidential Information to its third-party consultants or service providers, on a need-to-know basis, who have been specifically retained to perform services in connection with this Agreement, provided that all such third parties are informed of and agree to be bound by confidentiality terms no less protective than those under this Agreement. The obligations set forth in this Section 5 shall not apply to any information that the recipient can demonstrate (i) is published or otherwise becomes available to the general public through no fault of the recipient or parties under its control or supervision; (ii) was obtained by the recipient from another party not under a confidentiality obligation to the discloser; (iii) was in the recipient's possession without proprietary restrictions prior to the date of disclosure; or (iv) was developed without reference to the Confidential Information. If the recipient is required to disclose any Confidential Information of the discloser pursuant to applicable law or order, the recipient shall, to the extent feasible, give the discloser prior written notice of such proposed disclosure sufficient to give the discloser a reasonable opportunity to contest such disclosure. If, after providing such notice and assistance as required herein, the recipient remains required to disclose any Confidential Information, the recipient shall disclose no more than that portion of the Confidential Information which it is legally required to disclose, and, upon the discloser's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. For purposes of this Section 5, the "discloser" means the party that owns or possesses the Confidential Information, and the "recipient" means the party to which the Confidential Information is disclosed.

6. INDEMNITY.

FarmQA Indemnity. FarmQA shall indemnify, defend, and hold harmless Client from and against any and all losses,

damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers ("Losses") incurred by Client resulting from any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise ("Action") by a third party: (i) alleging that the Solutions or Documentation, or any use of the Solutions or Documentation in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights ("IP Claim"); (ii) alleging FarmQA's violation of applicable laws or breach of Section 5 (Confidentiality); and (iii) to the extent caused by FarmQA's gross negligence or willful misconduct. FarmQA's obligations do not apply to the extent that an IP Claim or other Action arises from: (a) the combination, operation, or use of the Solutions in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by FarmQA or specified for Client's use in the Documentation, unless otherwise expressly permitted by FarmQA in writing; (b) negligence, abuse, misapplication, or misuse of the Solutions or Documentation by or on behalf of Client; (c) use of the Solutions or Documentation by or on behalf of Client that is outside the purpose, scope, or manner of use authorized by this Agreement; (d) solely from a claim that Microsoft Azure infringes or misappropriates such third party's rights; or (e) Losses for which Client is obligated to indemnify FarmQA. If a final judgment is entered against Client on any IP Claim, or if in FarmQA's reasonable opinion Client is likely to become subject to a successful IP Claim, then Client shall permit FarmQA, at FarmQA's option and expense, either to: (i) procure for Client the right to continue using the Solutions materially as contemplated herein; or (ii) replace or modify the Solutions so that it becomes non-infringing, with material functionality being substantially equal. If neither (i) nor (ii) is commercially practicable, FarmQA shall terminate Client's access to the Solutions and provide a refund of any prepaid but unused fees paid by Client to FarmQA for use of the Solutions. FarmQA will not compromise or settle any IP Claim on terms that would obligate Client to make any payment or would have a material adverse effect on Client, without Client's prior written consent, which shall not be unreasonably withheld or delayed. This section sets forth the entire and exclusive liability of FarmQA regarding any claimed infringement or misappropriation by the Solution of any intellectual property rights of any third party.

Client Indemnity. Client shall indemnify, defend, and hold harmless FarmQA from and against any and all Losses incurred by FarmQA resulting from any Action by a third party: (i) alleging that any intellectual property rights or other right of any person, or any law, is or will be infringed, misappropriated, or otherwise violated by any Client Data or FarmQA's processing thereof in accordance with this Agreement (provided that Client's indemnification obligation under this sub-clause (i) shall not apply to the extent such Action arises from FarmQA's own violation of applicable law or breach of this Agreement); (ii) alleging Client's violation of applicable law or breach of Section 5 (Confidentiality) or the Restrictions under Section 1; or (iii) to the extent caused by Client's gross negligence or willful misconduct.

Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such Action to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. The Indemnitee's failure to perform any obligations under this Section will not relieve the Indemnitor of its obligations under this Section, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

7. PAYMENT. Fees are set forth in the Order Form, and shall be invoiced by FarmQA or other paid to FarmQA in accordance with the terms specified in the Order Form. Unless otherwise expressly provided in an Order Form, Client shall pay all invoices within thirty (30) days of the invoice date. FarmQA reserves the right to charge Client interest at one and one-half percent (1.5%) per month on any undisputed invoiced amount Client fails to pay within thirty (30) days from the date of invoice, calculated from the invoice date. Client shall promptly notify FarmQA of the basis for any good faith dispute on any invoice issued. FarmQA reserves the right to withhold performance of any obligations arising under this Agreement, or to terminate or suspend Client's access to the Solutions in the event of Client's non-payment when due of any amounts owed to FarmQA which are not the subject of a good faith dispute. All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on FarmQA's income.

8. TERM AND TERMINATION.

General. The initial Term of this Agreement shall commence on the Effective Date and continue for the term specified in the Order Form ("Initial Term"). Thereafter, this Agreement shall automatically renew on an annual basis (each, a "Renewal Term" and together with the Initial Term, the "Term") unless either party provides at least thirty (30) days written notice of termination to the other party. Either party may terminate this Agreement upon a material breach by the other party of any term or condition contained in this Agreement that remains uncured thirty (30) days after written notice specifying such breach. In the event of non-payment by Client of any Fees, FarmQA may terminate this Agreement if Client fails to provide the required payment or a written notice of why Client believes the amount is not owed within five (5) business days after receiving FarmQA's notice of termination. FarmQA reserves the right to immediately suspend or disable Client's or an individual User's access to the Solutions upon a material breach by Client that, in FarmQA's reasonable determination, presents or threatens imminent harm to FarmQA or third parties, provided that FarmQA shall reinstate access promptly upon resolution of the breach.

Effect of Termination. Upon expiration or earlier termination of this Agreement: (i) the rights granted under Section 1 shall also terminate; and (ii) Client shall cease using the Solutions and Documentation. No expiration or termination shall affect Client's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Client to any refund, in each case except as set forth in this Agreement or any Order Form. Upon Client's written request made within thirty (30) days after the effective date of expiration or termination, FarmQA will make available to Client a copy of Client Data in FarmQA's then-standard export format. Following such thirty (30) day period, FarmQA may delete Client Data from its active systems, subject to FarmQA's reasonable backup, archival, legal hold, and security retention requirements. Notwithstanding the foregoing, FarmQA shall be permitted to retain and continue to use, in accordance with the terms of Section 9: (i) Aggregated Data, De-Identified Data, and Derived Data that were created prior to the effective date of termination; and (ii) any models, algorithms, benchmarks, learnings, insights, and other FarmQA Materials that were developed using Client Data, provided that such materials do not contain or reveal Identifying Information of the former Client. All obligations that by their nature survive expiration or termination shall survive.

9. INTELLECTUAL PROPERTY; DATA RIGHTS AND USE.

Definitions.

(i) "Aggregated Data" means Client Data or other information that has been combined with data from other FarmQA clients or other sources such that it is presented at a regional, crop-type, operational, or other sufficiently broad level and does not identify or permit reasonable identification of any individual Client, advisor, grower, or farm.

(ii) "De-Identified Data" means Client Data or other information from which all Identifying Information has been removed or obscured such that the remaining information cannot reasonably be used to identify a specific Client, advisor, grower, or farm.

(iii) "Derived Data" means any data, statistics, benchmarks, models, algorithms, learnings, insights, indices, or other analytical outputs that are created by or on behalf of FarmQA through the processing, analysis, or aggregation of Client Data or other information, whether alone or in combination with data from other sources, and that do not contain or reveal Identifying Information.

(iv) "Identifying Information" means any element of Client Data that, alone or in combination with other reasonably available information, would permit a reasonable person to identify a specific Client, advisor, grower, or farm.

(v) "FarmQA Materials" means the Solutions, Documentation, Aggregated Data, De-Identified Data, Derived Data, and all models, benchmarks, insights, algorithms, indices, analytical outputs, and other materials created by or on behalf of FarmQA.

Ownership. All right, title, and interest in and to the FarmQA Materials, including all intellectual property rights therein, are and will remain with FarmQA. Client has no right, license, or authorization with respect to the Solutions or Documentation except as expressly set forth in this Agreement. All other rights in and to the Solutions, Documentation, and FarmQA Materials are expressly reserved by FarmQA. Client is and will remain the sole and exclusive owner of all right, title, and interest in and to all Client Data in its identifiable form, including all intellectual property rights relating thereto.

License to FarmQA. Client hereby grants to FarmQA a non-exclusive, worldwide, royalty-free, fully paid-up license to access, collect, use, process, store, reproduce, and display Client Data as necessary to: (i) provide, maintain, and support the Solutions and Professional Services for Client; (ii) develop customer-specific analytics, workflows, recommendations, and models for Client's use; and (iii) exercise FarmQA's rights under this Section 9, in each case subject to FarmQA's confidentiality and security obligations under this Agreement.

Permitted Data Uses. In addition to using Client Data to provide the Solutions and Professional Services to Client, FarmQA may: (i) use Client Data, in combination with data from other FarmQA clients and other sources, to create Aggregated Data, De-Identified Data, and Derived Data; (ii) use Aggregated Data, De-Identified Data, and Derived Data to improve, enhance, and develop the Solutions, including through machine learning, artificial intelligence, statistical analysis, predictive modeling, benchmarking, research, and other current or future analytical methods; (iii) use Aggregated Data, De-Identified Data, and Derived Data to develop and offer generalized models, insights, benchmarks, analytics, indices, and other tools and products for the benefit of FarmQA's customer base; and (iv) create, license, distribute, and otherwise commercialize products, datasets, models, insights, benchmarks, and analytical tools based on or incorporating Aggregated Data, De-Identified Data, or Derived Data, including through licensing to third parties for use in developing their own models, products, or analytical tools, whether using artificial intelligence, machine learning, statistical, predictive, or other methods. For clarity, the rights granted in this Section are not limited to improving FarmQA's existing products or training FarmQA-owned models.

Commitment Regarding Identifiable Data. FarmQA does not sell or disclose information that identifies an individual Client, advisor, grower, or farm. Notwithstanding any other provision of this Section 9, FarmQA shall not sell, rent, or make available to any third party Client Data in a form that contains Identifying Information, except: (i) as necessary to provide the Solutions and Professional Services using authorized subprocessors and technology providers in accordance with this Agreement; (ii) as required by applicable law, regulation, or legal process; (iii) with Client's prior written consent; or (iv) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of FarmQA's assets to which this Agreement relates.

FarmQA Data Practices Statement. FarmQA may create and use Aggregated Data, De-Identified Data, and Derived Data to improve its products, develop models and insights, provide benchmarking and analytics, and create or support separately licensed commercial products. Client acknowledges that these activities benefit FarmQA's customer base and are a material part of the consideration supporting FarmQA's pricing of the Solutions. Client acknowledges that certain information relating to agricultural operations, including field locations, boundaries, crop types, and observable growing conditions, may be independently available to FarmQA or third parties through publicly accessible sources such as satellite imagery, government records, or industry databases. FarmQA's data practices under this Section 9 are designed to protect information that is not otherwise publicly available or readily observable.

Third-Party Technology Providers. FarmQA may engage reputable third-party technology providers and subprocessors to assist in providing the Solutions and Professional Services to Client and processing Client Data on FarmQA's behalf, provided that FarmQA shall use commercially reasonable efforts to select providers that maintain appropriate confidentiality and data protection practices, which may be evidenced by industry-standard certifications (such as SOC 2 or ISO 27001), published data protection commitments, or the provider's standard terms of service.

Third-Party Recipients of Aggregated or De-Identified Data. Any third party (other than third-party technology providers and subprocessors engaged by FarmQA to provide the Solutions or Professional Services to Client) that receives Aggregated Data, De-Identified Data, or Derived Data from FarmQA for commercial, analytical, research, or product development purposes, whether through a license, data-sharing arrangement, or otherwise, shall be required by written agreement to: (i) not attempt to re-identify any Client, advisor, grower, landowner, operation, or farm from such data; (ii) use the information only in accordance with the terms of the applicable license or data-sharing arrangement with FarmQA; and (iii) promptly notify FarmQA if it becomes aware that re-identification of any individual, entity, or operation may have occurred or is reasonably likely to occur.

Third-Party Materials. The Solutions may include or require software, content, data, or other materials, that are owned by parties other than FarmQA (including, but not limited to open source software components that the Solutions are bundled with or link to) and that are subject to terms that are in addition to and/or different from those contained in this Agreement ("Third-Party Licenses"). Client's use of such third-party items shall comply with all Third-Party Licenses. Any breach by Client or any of its Users of any Third-Party License is also a breach of this Agreement. FarmQA makes no representations or warranties regarding any third-party items.

10 MISCELLANEOUS.

Government Rights. The Solutions are considered commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Client is the US Government or any contractor therefor, Client shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (i) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (ii) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. Client shall apply with all applicable laws in the use of the Solutions.

Notices. All notices required to be given pursuant to this Agreement shall be in writing to a party's address indicated on this signature page of this Agreement and shall be deemed effective (i) when received in the event of service by certified mail, return receipt requested or by overnight courier; or (ii) when sent via e-mail transmission (with a written copy sent simultaneously by mail or overnight courier). Any e-mail transmittal of any document related to this Agreement shall be treated in all manner and respects as the original document.

Publicity. FarmQA may use Client's name in press releases, product brochures, sales presentations, marketing materials and financial reports indicating that Client is or has been a FarmQA client unless otherwise agreed in an Order Form.

General. Neither this Agreement or any rights granted under this Agreement may be sold, leased, assigned or otherwise transferred in whole or in part by Client, whether by operation of law or otherwise, and any such attempted assignment shall be void and of no effect without the advance written consent of FarmQA. For clarity, any change in management or equity ownership of Client shall be deemed an assignment for the purposes of the foregoing restriction. FarmQA may assign this Agreement: (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of FarmQA's assets. Any purported assignment in violation of this section shall be void. FarmQA and Client are independent contractors and this Agreement shall not be construed to create any fiduciary relationship or other relationship of partnership, joint venture, employment, franchise or agency between them. Neither party will have any authority to bind the other or create or assume obligations on the other party's behalf or to act or purport to act as agent or representative on behalf of the other party without the other party's prior written consent. This Agreement shall be governed under and construed by the internal laws of the State of North Dakota, USA, exclusive of its conflict of laws provisions. FarmQA shall not be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control including, without limitation, labor strikes or shortages, riots, insurrection, fire, flood, storm, explosion, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages, and power, communications, internet or network failures or failures of Microsoft Azure. The failure by either party to insist upon strict enforcement of any provision of this Agreement shall not be construed as a waiver or relinquishment of the right to later assert or rely upon any such provision. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable, unless the Agreement absent the invalid or unenforceable provision fails to meet the essential business purposes of the parties as expressed in this Agreement, and any provision held invalid or unenforceable shall automatically be revised with the least changes necessary to effect, to the fullest extent permitted by law, the intent of the parties as expressed in this Agreement. This Agreement, including any Order Form and other documents or terms incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and replaces and supersedes all prior written and oral agreements, discussions, negotiations, commitments and understandings relating to the subject matter of this Agreement. Neither party has relied on any representation, promise, warranty, understanding or statement not set forth in this Agreement. FarmQA may modify this Agreement from time to time by providing Client with at least thirty (30) days' prior written notice of any material changes, which notice may be provided by email to the address associated with Client's account, through the Solutions, or by posting the revised terms on FarmQA's website. Such modifications shall become effective on the date specified in the notice. If Client does not agree to any modification, Client may terminate this Agreement by providing written notice to FarmQA within thirty (30) days after receipt of notice of the modification. Client's continued use of the Solutions after the effective date of any modification constitutes Client's acceptance of the modified terms. Notwithstanding the foregoing, any modification that materially increases Client's payment obligations or materially reduces FarmQA's service commitments shall require Client's written consent. Client purchase orders may be submitted concurrently or later for funding and administrative purposes but terms and conditions contained therein shall have no force or effect.