

SOILOPTIX DATA USE POLICY

This Data Use Policy (“**Data Policy**”) establishes the terms by which Data is collected by Subscribers and shared with SoilOptix Inc. (“**SoilOptix**”) and others when using SoilOptix associated website, products, and services (collectively “**Web Services**”). Undefined terms have the meaning in the Subscription Agreement. Please refer also to our Privacy Policy for further terms and conditions relating to Personal Information.

1. Background.

- 1.1. **SoilOptix.** SoilOptix owns the gamma ray data collection unit, as further defined in the Subscription Agreement or “**DCU**,” that measures gamma rays on soil and collects the data required to perform the analysis (“**DCU Data**”). SoilOptix provides the DCU to Subscriber under a Subscription Agreement.
- 1.2. **Subscriber.** The Subscriber uses the DCU with Subscriber’s customers according to the Subscription Agreement. The Subscriber also takes laboratory samples of soil on customers’ land and provides that information to SoilOptix (“**Soil Data**”).
- 1.3. **Service.** The SoilOptix® System (the “**Service**”) is a service undertaken by SoilOptix that analyzes the DCU Data and Soil Data in order to provide Subscriber with high-definition digital interactive map presentation of the data collected and processed by the System of land (the “**Product**”, as further defined in the Subscription Agreement). DCU Data and Soil Data are collectively referred to as “**Data**.”
- 1.4. **Data Originator.** When Subscriber obtains Data on a customer’s land, that customer is considered the “**Data Originator**” for purposes of this Data Policy and the Subscription Agreement. SoilOptix created this Data Policy in order to address questions about different parties’ rights in the Data and Product.

2. **Data Ownership.** SoilOptix believes that Data Originators are the owners of the Data generated on their land. This Data Policy is built around that principle. Subscriber warrants that Subscriber has obtained the consent of the Data Originator to upload Data to SoilOptix for all purposes necessary to perform the Service using the SoilOptix® System. The Subscriber releases SoilOptix from all claims that someone other than the Data Originator owns the Data. If the Subscription Agreement terminates, all Data shall remain on SoilOptix servers and Subscriber shall no longer have access to the Data. Aggregated Data, as defined below, is owned by SoilOptix.

3. Data Sharing with SoilOptix

- 3.1. **License Grant for Data.** Subscriber grants SoilOptix a limited license to use Data as provided in this paragraph. Subscriber gives SoilOptix consent to: (1) process Data for use in the Service or Product; (2) share Data among SoilOptix employees and agents to assist SoilOptix with providing the Service, Product, and Web Services; and (3) anonymize and combine Data with data from other SoilOptix subscribers and Data Originators to create aggregated datasets (“**Aggregated Data**”). Aggregated Data does not contain Personal Information (as defined in SoilOptix Privacy Policy).
- 3.2. **Restrictions on SoilOptix Use of Data.** SoilOptix will not share Data with any person or company except as explained above, unless Subscriber or Data Originator

provides consent. In the event SoilOptix is sold, Subscriber will be provided notice and be allowed to delete or remove Data prior to the sale, however, Aggregated Data may not be deleted or removed. All vendors or contractors used by SoilOptix that have access to Data are required to abide by SoilOptix Privacy Policy and Data Policy.

4. **Data Sharing with Others.** SoilOptix is continually working to provide additional means for sharing Data with third parties to increase the value of the SoilOptix® System to subscribers and Data Originators. The following are functionalities that SoilOptix may include in the Web Services over time.
 - 4.1. **Trusted Advisors.** Subscriber or Data Originator may have the option of granting certain “**Trusted Advisors**” access and download Data. Trusted Advisors may include agronomists, crop consultants, seed dealer representatives, your employees, family members, landowners, farmers, and others as designated by Subscriber. Trusted Advisors must obtain a SoilOptix online account, user ID, login, and agree to follow SoilOptix Privacy Policy, Terms of Service, and Data Use Policy before they may be granted access to Data. Either Subscriber or Data Originator may stop sharing Data with Trusted Advisors by revoking their permission through the SoilOptix website.
 - 4.2. **Other Technology Partners (Integrations).** With your consent, SoilOptix may provide you with the ability to share Data with other technology providers through links established through SoilOptix and third parties. SoilOptix is continually working to provide users with options to transfer and share data among different companies and data platforms. When Data is transferred or shared with a third party, data use is subject to that third party’s policies and contract terms. Likewise, SoilOptix may allow Subscriber or Data Originator to upload Data directly from third party technology providers. Any uploads from third parties are subject to SoilOptix Data Policy. Uploaded Data may become Aggregated Data.
 - 4.3. **Viewing Aggregated Data.** Subscriber or Data Originator may have the ability to view Aggregated Data, as determined solely by SoilOptix. When viewing Aggregated Data, you will not have access to other users’ Personal Information. You agree to only use Aggregated Data for your own purpose. You agree not to identify Data Originators, and you will not attempt to de-anonymize any Aggregated Data. You may not sell, transfer, or share Aggregated Data with others.
5. **Data Sharing with Data Originator.** If the Data Originator creates a SoilOptix account, SoilOptix may allow Data Originator to access, download, and share Data with Trusted Advisors or other technology partners. SoilOptix ability to share Data with the Data Originator does not require SoilOptix to obtain the consent of Subscriber.
6. **Subscriber’s Ability to Delete Data.** Subscriber may not delete Data once uploaded to SoilOptix. Following termination of the Subscription Agreement, SoilOptix shall allow Subscriber to download Data for a period of thirty days. SoilOptix may delete Subscriber’s Data after thirty days. **Please refer also to our Privacy Policy for a description of when and how to request deletion of Data that is not Field Data, as defined therein.**
7. **How SoilOptix Stores Data.** Data is uploaded and stored on servers that are owned or rented by SoilOptix from reliable services. SoilOptix takes reasonable and customary security measures to protect the privacy and security of your Data. In the event of a data breach, natural disaster, or other unforeseen event that causes Data to be deleted or

compromised, SoilOptix will notify you when you log in, by email, or other method required by law.

- 8. Subscriber's Obligations.** Except for the Data Originator, Subscriber shall not allow any non-Subscribers to access Data stored by SoilOptix. Subscriber agrees to defend, indemnify and hold harmless SoilOptix against all claims, losses, damages, and injuries arising from a breach of Subscriber's obligations in this Data Policy.
- 9. Limitations on SoilOptix Liability.** SoilOptix is not liable for any damages that result from the disclosure of Data to any person or company provided such disclosures are made according to this Data Policy. Further, SoilOptix is not responsible for a loss or unauthorized disclosure of your Data due to (i) an Act of God, (ii) other catastrophic event, or (iii) a data breach unless caused by SoilOptix gross negligence. In all cases, SoilOptix liability is limited to \$1,000 CAN. Questions about this Data Policy should be directed to info@soiloptix.com.
- 10. Data Originator Consent Form.** Subscriber shall obtain the consent of the Data Originator prior to uploading the DCU Data or Soil Data to SoilOptix. The Data Originator's consent shall be on a form (paper or digital) that is the same or substantially similar to the form attached below. Subscriber shall annually provide copies of all consent forms to SoilOptix, or sooner if requested by SoilOptix. The purpose of the consent form is to allow SoilOptix to verify the Data Originator in the event Data Originator requests access to Data.