

User Agreement for Answer Tech and Data Silo

Welcome to the websites for ANSWER TECH® (“Answer Tech”) and Answer Tech Data Silo™ (“Data Silo”) (Answer Tech and Data Silo are collectively referred to as the “tools”), proprietary offerings of WinField Solutions, LLC, d/b/a WinField United (“us,” “our,” or “we”). This *User Agreement for Answer Tech and Data Silo* (the “agreement”) governs your use of the tools. By using the tools, you agree to abide and be bound by this agreement. So, please read this agreement carefully before you use the tools.

1. **Representations.** You promise us that you are more than eighteen (18) years of age and that you are fully able to abide and be bound by this agreement (“you”). To the extent you access and use the tools on behalf of an agricultural retailer (“retailer”), you also promise that you are authorized to act on behalf of such retailer. You further promise that you, on behalf of the retailer, own or have adequate permission to share with us any information which you share in the tools, that such information is true and accurate, and that you will comply with the privacy and security principles referenced to and set forth in Schedule 1 (Privacy and Security Principles) to Exhibit A attached hereto. If the retailer acts on behalf of a grower, whether in accessing and using the tools or sharing information with us, we strongly suggest that the grower execute an Authorization Agreement, a template of which is attached hereto as Exhibit A.
2. **Description of Sites and Tools.** These tools are intended to be a useful service for retailers, and any growers on whose behalf such retailers act, by providing valuable agronomic insights. Answer Tech provides helpful information and insights regarding agronomic technologies, some of which are proprietary to or licensed by us (i.e., R7® Tool, R7® Field Monitoring Tool, R7® Field Forecasting Tool, NutriSolutions 360®, and Atlas®) and some of which are proprietary to third parties. Data Silo, meanwhile, is a data management system that allows multiple data streams to be unified and stored under a single platform.
3. **Intellectual Property Rights.** Answer Tech and Data Silo, including all copyrights, trademarks, service marks, trade names, patents, trade secrets and other intellectual property rights related thereto, whether or not registered, are proprietary to or licensed by us, and we retain all right, title and interest in the tools hereunder.
4. **Access to Tools.** We hereby grant you a non-exclusive, non-transferable, limited right to access and use the tools. We may, in our discretion, suspend, modify, or terminate your right to access and use the tools for any reason and without liability. For example, the tools are not intended for use by any person under thirteen (13) years of age, so if a user is found to be less than thirteen (13) years of age, we will terminate your use of the tools. In addition, certain issues including, without limitation, security threats, routine maintenance, repairs, or updates may make the tools unavailable from time to time.
5. **Agronomic Technologies in Answer Tech.**
 - a. We make available to you in Answer Tech certain agronomic technologies which are proprietary to or licensed by us (e.g., R7® Tool, R7® Field Monitoring Tool, R7® Field Forecasting Tool, NutriSolutions 360®, and Atlas®). These agronomic technologies are integrated with Data Silo, so you may either permit or prohibit such agronomic technologies from sharing your Customer Data (defined below) with Data Silo. Your access to and use of these agronomic technologies, including your permission or prohibition on the sharing of Customer Data with Data Silo, is

subject to the terms agreed upon between us that are applicable to the specific agronomic technology.

- b. We also make available to you in Answer Tech certain agronomic technologies which are proprietary to third parties. Some of these third party agronomic technologies are also integrated with Data Silo, by application programming interface or otherwise. If a third party agronomic technology is integrated with Data Silo, you may either permit or prohibit such third party agronomic technology from sharing your Customer Data with Data Silo. Your access to and use, including your permission or prohibition on the sharing of Customer Data with Data Silo, is subject to the terms agreed upon between you and such third party. Please note that we do not permit any third party agronomic technologies to share Customer Data with Data Silo unless you permit them to do so. That said, we do not have any responsibility or liability related to your use of such third party agronomic technologies, your sharing of Customer Data with such third parties, or a third parties' handling of your Customer Data. You shall defend, indemnify, and hold us harmless from any claims arising out of your use of a third party agronomic technology.

6. Customer Data.

- a. For purposes of this agreement, Customer Data shall mean all information you share with (i) Answer Tech or Data Silo (e.g., as part of the user registration process) and (ii) other agronomic technologies, whether proprietary to or licensed by us or proprietary to a third party, which, via application program interface integration or otherwise and subject to your permission, share such information with Data Silo. Customer Data may include personally identifiable information (e.g., first and last name, physical address, and email address), farm management data, weather data, machine data, land data (e.g., conservation data, tillage practice data, water management data, soil and fertility data, nutrient management data, environmental and ecological data, watershed data, topological data, elevation data and derivatives, drainage data, geospatial information system (GIS), global positioning system (GPS) and field boundary data, unmanned aerial system (UAS) data, sensor collection system (EC/EM) data, remote sensing including radar, spectral, and LIDAR data); and agronomic data (e.g., crop seed data, genetics data, planting data, prescription data, yield data, attribute data, quality data, disease and pest management data, crop protection data, crop protection use and application rates data, crop nutrition data, application and use of biological fertilizer data, application and use of crop protection fertilizer data).
- b. For any Customer Data you or your grower permit agronomic technologies to share with Data Silo, you hereby grant us a limited license to use such Customer Data solely for the purposes of (i) testing, developing, modifying and improving the tools or new agronomic technologies; (ii) informing your or your grower's agronomic and other business decisions; (iii) populating other tools that are proprietary to or licensed by us; (iv) performing support and other services for your or your grower's benefit; and (v) legal and regulatory compliance. You represent and warrant that the Customer Data is owned by you or that you have sufficient rights in the data to grant the foregoing licenses.
- c. You hereby acknowledge and agree that we may combine your or your grower's Customer Data with that provided by other users to create aggregated data ("Aggregated Data"). Aggregated Data will be anonymized so that it cannot be used to identify you, your grower, or any other user of the tools. You further agree that we exclusively own all such Aggregated Data, as well as any information and insights derived therefrom, and that we may use aggregated information in any manner we desire.

- d. We engage third party service and technology providers to enhance, support, and host the tools. As part of such engagements, our third party service and technology providers may require access to certain Customer Data and you hereby agree that we may provide Customer Data to such third party service and technology providers, but only to the extent necessary for them to perform their obligations pursuant to the applicable engagement. All such third party service and technology providers shall be subject to confidentiality and privacy obligations no less restrictive than those set forth herein and we will remain primarily responsible to you for the performance of such third-party service and technology providers.
- e. Upon your request, we will, within a reasonable period of time thereafter, (i) make Customer Data you share with Data Silo available to you in original or equivalent format and (ii) remove your Customer Data from Data Silo; provided, however, we are not obligated to remove Aggregated Data or any Customer Data needed for recordkeeping or any other legal purposes. Unless you request that we remove Customer Data from Data Silo, we may, but are not obligated to, retain the Customer Data in Data Silo indefinitely.

7. Privacy and Security.

- a. Use of the tools is also subject to our policies regarding privacy, security, and the like. These policies may be updated from time to time, so please review them periodically at [\[Insert Link\]](#). If you no longer agree to our policies, please discontinue your use of the tools. In the event of a conflict between this agreement and the policies, this agreement shall control.
- b. To help avoid privacy and security problems, you agree to use care in creating your passwords and protecting your log-in credentials. You are solely responsible for (a) maintaining the confidentiality of your password and (b) all use of your log-in credentials, regardless of whether you have authorized the use. You further agree to notify us immediately if your log-in credentials are lost or stolen, or of any unauthorized use of your log-in credentials. Likewise, we agree to notify each impacted retailer or grower when we become aware of any unauthorized use of such retailers' or growers' log-in credentials, passwords, or any other breach of security that causes disclosure of such retailers' or growers' Customer Data to third parties.
- c. We may, from time to time, implement additional password protection, copying control technology or other security measures for the tools. You agree to cooperate with any such measures.
- d. You understand that there are certain risks inherent in transmitting information via the Internet or similar means, and that we do not have any liability for and do not guarantee the security or privacy of the information you transmit or receive via the Internet in connection with your or your grower's use of the tools. We disclaim any liability arising out of the information you or your grower transmit or receive via the Internet.

- 8. Marketing Materials.** We want to encourage you to use other agronomic technologies that are proprietary to or licensed by us. So that we can show you the benefits of such agronomic technologies, you hereby authorize and consent to us providing you with marketing materials via postal mail to a supplied physical address, electronic transmission to a supplied email address, and push notifications within our tools. Such marketing materials will consist of agronomic newsletters and insights, and tool and event notifications, and will be generated by the tools and other agronomic technologies that are proprietary to or licensed by us (e.g., R7[®] Tool, R7[®] Field Monitoring Tool, R7[®] Field Forecasting Tool, Data Silo, Answer Tech, NutriSolutions 360[®], and Atlas[®]).

9. **Disclaimer of Warranties.** There are countless factors that may impact a grower or agricultural retailer's operation, so we cannot guarantee a return on investment in the tools, crop performance, financial performance, or another business/agronomic outcome. Other than our commitment to provide the tools in a professional manner, we do not make any representations or warranties regarding the tools. THE TOOLS ARE PROVIDED TO YOU AND YOUR GROWERS ON AN "AS-IS" BASIS AND WE DISCLAIM ALL WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY INFORMATION IN ITS WEATHER DATA, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE ARISING BY LAW OR STATUTE.
10. **Limitation of Liability.** WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR ANY FORM OF CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.
11. **Force Majeure.** We shall not be liable for any failure, default, or delay in performance of responsibilities under this agreement for any cause beyond our reasonable control, including, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, power outages, governmental action, and computer viruses. In such circumstances, we will attempt to resume performance and restore the tools as soon as reasonably possible.
12. **Miscellaneous.**
- a. We are independent contractors and there is no partnership or joint venture between us.
 - b. You may not assign this agreement to any third party without our prior written consent. This agreement will be binding upon your permitted assignees.
 - c. This agreement is governed by Minnesota law, without regard to "conflicts of law" provisions of any jurisdiction. You consent to the jurisdiction of the state and federal courts located in Minnesota, and waive any argument that venue in Minnesota is improper.
 - d. If a court finds any provision of this agreement to be invalid or unenforceable, that provision will, to the extent consistent with the overall meaning of this agreement, be severed from this agreement and the remaining terms will continue in effect.
 - e. The waiver of a breach of any provision of this agreement will not be construed as a waiver of any future breach of such provision or any other provision of this agreement.
 - f. This agreement, including our policies regarding privacy, security, and the like, constitute the sole and entire agreement between us, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the sites.
 - g. We may revise and update this agreement from time to time in our sole discretion. For example, we may revise and update this agreement in order to reflect changes to the law or changes to our tools. Revisions and updates will not apply retroactively, but they are effective immediately when we post them, and apply to your use of the tools thereafter. We will provide you with notice of any material revisions or updates to the agreement within Answer Tech and Data Silo. Your continued use of the tools following the posting of a notice means that you accept and agree to the applicable revisions and updates to the agreement. If you do not agree to the revised or updated agreement, please discontinue your use of the tools.
 - h. The tools are periodically updated to add functionality or features, increase compatibility, and provide other enhancements. Unless explicitly stated otherwise, any updates to the tools shall be subject to this agreement.

- i. This agreement does not create any third party beneficiary rights.

Thank you for agreeing to abide and be bound by these terms and conditions. We hope you find Answer Tech and Data Silo helpful for you and your operation.

Exhibit A
Authorization Agreement

THIS AUTHORIZATION AGREEMENT (the “Agreement”) is made and entered into on [Enter Effective Date] (“Effective Date”) by and between [Insert Agricultural Retailer], a [Insert State of Corporation & Entity Type] with its principal place of business located at [Insert Agricultural Retailer Address] (“Retailer”) and [Insert Grower], a [Insert State of Corporation & Entity Type] with its principal place of business located at [Insert Grower Address] (“Grower”). Hereinafter, Retailer and Grower may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Retailer has executed a User Agreement for Answer Tech and Data Silo (the “User Agreement”) with WinField Solutions, LLC d/b/a WinField United (“WU”) in which WU makes available and Retailer may access and use certain agricultural tools (the “Tools”) subject to the terms provided therein;

WHEREAS, Retailer and Grower have a commercial relationship; and

WHEREAS, Grower desires to make use of the Tools through Retailer and Retailer agrees to act on behalf of Grower;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties agree as follows:

- 1. Engagement.** Grower hereby appoints and authorizes Retailer to access and use the Tools on Grower’s behalf as Field Agent. Such Tools include agronomic technologies which are proprietary to or licensed by WU (e.g., ANSWER TECH®, Answer Tech Data Silo™, R7® Tool, R7® Field Monitoring Tool, R7® Field Forecasting Tool, NutriSolutions 360®, and Atlas®) and agronomic technologies which are proprietary to third parties.
- 2. Scope of Authority.**
 - a. As a Field Agent, Retailer will be authorized to access and use the Tools on Grower’s behalf, and to populate the Tools with Grower’s Customer Data (as defined below). Some of the Tools are integrated with Answer Tech Data Silo™, so Retailer will be authorized to either permit or prohibit such Tools from sharing Grower’s Customer Data (defined below) with Answer Tech Data Silo™. Retailer will also be authorized to enable the flow of Grower’s Customer Data between and amongst tools which are proprietary to or licensed by WU (e.g., R7® Tool, R7® Field Monitoring Tool, R7® Field Forecasting Tool, NutriSolutions 360®, Atlas®, etc.). Grower may revoke this authorization at any time within Data Silo, the data management system within Tools.
 - b. For the purposes of this Agreement, Customer Data shall mean any and all Grower information that Retailer accesses, shares, or uses in connection with as acting on behalf of Grower as a Field Agent.
- 3. Representations and Warranties.**
 - a. The Parties represent and warrant that they have the full right, power and authority to enter into this Agreement and to perform its obligations under this Agreement;

- b. Grower represents and warrants that it owns or has adequate permission to share with Retailer any Customer Data which Retailer is authorized to access, share, or use pursuant to this Agreement; and
- c. Retailer represents and warrants that, in connection with its performance under this Agreement and the handling of Grower’s Customer Data, it will comply with: (1) the privacy and security principles set forth in Schedule 1 (Privacy and Security Principles) to Exhibit A attached hereto; and (2) all applicable international, federal, state and local laws (and all corresponding rules, regulations, and directives).

4. Relationship of the Parties with WU. Nothing in this Agreement shall create any relationship between WU and Grower. The entire relationship between and obligations of Retailer and WU with respect to the Tools is governed exclusively by the terms set forth in the User Agreement. Therefore, nothing in this Agreement shall create any new liability on the part of WU.

5. Miscellaneous.

- a. Either Party may terminate this Agreement at any time for any reason upon advanced written notice to the other Party. Upon termination of this Agreement, Retailer shall no longer access, share, or use Grower’s Customer Data, and the Parties shall comply with the privacy and security principles set forth in Schedule 1 (Privacy and Security Principles) to Exhibit A attached hereto.
- b. This Agreement is governed by [Insert choice of law], without regard to “conflicts of law” provisions of any jurisdiction.
- c. If a court finds any provision of this Agreement to be invalid or unenforceable, that provision will, to the extent consistent with the overall meaning of this Agreement, be severed from this Agreement and the remaining terms will continue in effect.
- d. This Agreement constitutes the entire Agreement between the Parties, and supersedes all prior and contemporaneous understandings, agreements, representations, warranties, both written and oral, with respect to the subject matter herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first above written.

[Insert Retailer Name]

[Insert Grower Name]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule 1 to Authorization Agreement (Privacy and Security Principles)

Transparency and Consistency: Retailer will notify Grower about the purposes for which it is collecting and using Customer Data, and shall provide Grower an opportunity to correct any Customer Data that is inaccurate, incomplete, or otherwise outdated. Retailer will provide Grower information about how it can contact Retailer with any inquiries or complaints, and the third parties to which they disclose Customer Data, if any.

Choice and Consent: Retailer will explain the effects and abilities of Grower's decision to opt in, opt out or disable any features or functionality of the Tools. Such explanation is intended to provide Grower with a clear understanding of what features and functionality may or may not be enabled when they decide to opt in or opt out disable any features or functionality of the Tools.

Portability: Grower will be able to retrieve Customer Data for storage or use in other systems, with the exception of any Customer Data that has been made anonymous or aggregated by Retailer or a third party and is no longer specifically identifiable.

Disclosure and Use Limitation: Retailer will not share or disclose Customer Data with a third party in any manner that is inconsistent with any applicable agreements between Retailer and Grower.

Data Retention and Availability: Retailer will retain Customer Data only as long as necessary to fulfill its legitimate purposes under the contract pursuant to which Retailer accesses or uses the Tools on behalf of Grower. Retailer shall provide for the prompt removal, secure destruction and return of Customer Data following Grower's request.

Contract Termination: Procedures for the termination of Retailer's access to and use of the Tools on behalf of the Grower will be clearly defined in the contract between Retailer and each applicable third party, and such termination rights shall be communicated to the Grower.

Unlawful or Anti-Competitive Activities: Retailer will not use Customer Data for unlawful or anti-competitive activities, such as a prohibition on the use of Customer Data by Retailer to speculate in commodity markets.

Liability & Security Safeguards: Customer Data will be protected with reasonable (as determined based on industry best practices given the sensitivity of the Customer Data in Retailer's possession or control) security safeguards against risks such as loss, theft, unauthorized access, destruction, copying, use, modification or disclosure, regardless of the format in which it is stored (paper, electronic, etc.).