

## CONTINUUM AG, INC. – GENERAL TERMS & CONDITIONS

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

2. **Price, Taxes and Other Charges and Payment Terms.** All prices for the Services will be as specified by Continuum Ag and firm for 30 days from the quote date or, if no price has been specified or quoted, will be Continuum Ag’s price in effect at the time of performance. All prices are subject to adjustment on account of actual hours worked, personnel utilized, parts utilized while rendering the Services, specifications, quantities, or other terms or conditions that are not part of Continuum Ag’s original price quotation. Prices for the Services are exclusive of excise, sales, use, transfer and other taxes and duties imposed by any federal, state, municipal or other governmental authority with respect to the Services, all of which taxes and duties must be paid by Client. Unless otherwise agreed to in writing, all payments for Services are due net 30 days from the date of invoice by Continuum Ag. Regarding the Regen Roadmap subscription product, annual subscriptions will be automatically renewed and charged each year after the initial subscription started. Deliverables for each subsequent year shall not commence until payment is received by Continuum Ag. The charge will include all acres where consulting services or recommendations occurred. If a portion of a farm is enrolled but practice changes occur on additional acres not originally agreed to, Continuum maintains the right to invoice for all acres where consulting services or recommendations occurred. Regarding the Carbon Intensity (CI) Certification product, a 10% revenue fee may be applicable for any premium received selling a CI Certified grain. Revenue fee would be due when farmer is paid the premium. If Client fails to pay any amounts when due, Client shall pay Continuum Ag a flat 10% fee of the balance plus interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys’ fees and disbursements and court costs) incurred by Continuum Ag in

collecting such overdue amounts or otherwise enforcing Continuum Ag’s rights hereunder. All payments shall be made in United States Dollars.

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

4. **Cancellation.** Client may not cancel, alter or suspend Continuum Ag’s performance of the Services ordered without the prior written consent of Continuum Ag. Any cancellation, alteration, or suspension without prior written consent shall be subject to a monetary penalty.

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

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

7. **Intellectual Property.** Continuum Ag retains all of its right, title and interest in and to all known or hereafter known or developed tangible and intangible: (a) rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights and mask works; (b) trademarks, services marks, trade names and any other indicia of origin; (c) technical and non-technical information (regardless of whether such information is in tangible or intangible form) including source code, object code, computer code, data, ideas, concepts, formulae, methods, models, techniques and processes (including any derivatives of any of the foregoing) that derive economic value, actual or potential, from not being generally known to other persons who could obtain economic value from the disclosure or use thereof, and which are the subject of efforts that are reasonable under the circumstances to maintain their secrecy (“Trade Secrets”); (d)

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patents, pending patent applications, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated, including “rental” rights and rights to remuneration), whether arising by operation of law, contract, license or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues now or hereafter in force (including any rights in any of the foregoing), (collectively, “Intellectual Property”). Any Intellectual Property created by Continuum Ag in connection with or as a result of the Services, including any Intellectual Property specifically created for Client, shall be the sole and exclusive property of Continuum Ag and shall not constitute “work made for hire”. In the event any of Continuum Ag’s Intellectual Property is built into any of the Services (including, for clarity, any goods and products) provided by Continuum Ag, then, upon full payment by Client of all amounts owed to Continuum Ag for such Services, Continuum Ag grants to Client a non-exclusive, non-transferable (other than to a Successor) right to use such Intellectual Property solely in connection with Client’s use of the Services in a manner consistent with the purpose for which such Services were provided.

8. Miscellaneous. These General Terms, together with the NDA, (a) contain the entire agreement between Continuum Ag and Client relating to the Services, and expressly supersede and replace any course of dealing or performance or trade usage or prior or contemporaneous agreements, whether written or oral, including any terms and conditions on any of Client’s documents or purchase orders, and (b) shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. These General Terms may not be amended or supplemented, in whole or in part, except by written authorization signed by an authorized representative of the Continuum Ag, notwithstanding any delivery of products or Services by Continuum Ag. Should any provision herein be held to be unenforceable, in whole or in part, it is the Parties’ intention that such provision will be modified to the minimum extent necessary to make it enforceable, unless the modification is not permitted by law, in which case the provision will be disregarded and will not affect the validity or enforceability of any other provision of this Agreement. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver.

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