

Sound Agriculture Company
Data Sharing Terms and Conditions

Sound Agriculture Company (“Sound”) is committed to ongoing engagement and dialogue regarding performance and development of its technology. This agreement set forth the terms and conditions (the “Terms and Conditions”) applicable to Sound’s use of non-personal agricultural data provided to Sound by you (“Agricultural Data”). If you do not agree to these Terms and Conditions, then do not provide Agricultural Data to Sound.

You hereby grant Sound a perpetual, irrevocable, non-exclusive, transferable, sublicensable (through multiple tiers of sublicensees), royalty-free, worldwide license to store, use, copy, adapt, perform, display, reproduce, and distribute Agricultural Data (in whole or in part) or prepare derivative works of Agricultural Data, for any purposes relating to Sound’s or its affiliates’ business, including, without limitation, the research, development, marketing, promotion and commercialization of Sound’s products and services.

Except to the extent otherwise set forth in an agreement between you and Sound, you may stop providing Agricultural Data to Sound at any time. Such termination will not terminate the foregoing license and Sound’s right to use Agricultural Data you previously provided to Sound.

Sound agrees that Agricultural Data it discloses to third parties will be anonymized in a manner such that you or any specific geographic location regarding the Agricultural Data cannot be identified from the Agricultural Data. There are exceptions to the foregoing: you agree that Sound is permitted to transfer non-anonymized Agricultural Data (1) in connection with a sale of its business, (2) to strategic partners who are bound by confidentiality obligations and (3) to the extent required by laws, rules or regulations.

You represent to Sound that, with respect to any Agricultural Data you provide to Sound, you either own such Agricultural Data or have permission to provide such Agricultural Data to Sound for Sound’s use as permitted in these Terms and Conditions.

Sound will have the right to modify these Terms and Conditions, and such modifications will be effective immediately following Sound giving you notice of such modifications. Your continued provision of Agricultural Data will be deemed to be your conclusive acceptance of all modifications to these Terms and Conditions. Any modification of these Terms and Conditions will apply only to Agricultural Data you provide to Sound after you are made notice of such modifications. If you are dissatisfied as a result of such modifications, your only recourse is to immediately discontinue the provision of Agricultural Data.

These Terms and Conditions constitutes the entire agreement between you and Sound regarding Sound’s right to use Agricultural Data. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and Sound regarding the subject matter contained in these Terms and Conditions.

These Terms and Conditions will be governed by the laws of the State of North Carolina, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where you may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Raleigh, North Carolina and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court.