

## Teralytic Data Use Agreement

This Data Use Agreement (“**Data Agreement**”) establishes the terms by which your Data is shared with others when using the Teralytic app and associated website, products, and services (collectively “**Web Services**”). Collection and use of Personal Information is governed by Teralytic’s [Privacy Policy](#). Additional conditions apply to your use of Devices and Services as explained in Teralytic’s [Terms of Service](#) and [Device Lease and Data Upload Agreement](#).

**1. The Information Teralytic Collects.** Teralytic soil probe devices (each, a “**Device**”) have the ability to upload to following types of data from the Device to Teralytic’s servers:

**1.1. Land Data:** Land data includes soil temperature, pH, fertility, moisture, and other elements related to soil conditions.

**1.2. Weather Data:** Weather data includes rainfall, temperature, and other elements related to weather conditions.

These categories are not exhaustive but provided to inform you of the types of information Teralytic’s Device may collect from you. Collectively these data streams that originate from Devices owned or leased by you are referred to as your “**Data**” in this Data Agreement.

**2. Your Ownership of Ag Data.** Teralytic believes that you are the owner of Data that originates from Devices you own or lease. Teralytic believes that ownership should give you the right to share, download, and delete your Data. Provided your account is current, you may download your Data from Teralytic. You release Teralytic from any claims that someone else owns the Data uploaded to your account. If your account with Teralytic terminates and you do not delete your Data, ownership of data remaining on Teralytic’s servers shall be transferred to Teralytic.

**3. Data Sharing with Teralytic**

**3.1. License Grant for Aggregated Data.** You grant Teralytic a limited license to use your Data as provided in this paragraph. You give your consent to Teralytic to: (1) clean your Data by removing perceived errors and omissions; (2) share your Data among Teralytic’s employees and agents to assist Teralytic with providing Web Services; and (3) anonymize and combine your Data with data from other Teralytic users to create aggregated datasets (“**Aggregated Data**”). Aggregated Data does not contain your Personal Information (as defined in the Privacy Policy) and is owned by Teralytic.

**3.2. Restrictions on Teralytic’s Use of Data.** Teralytic will not share your Data with any person or company except as explained above, unless you provide your consent. In the event Teralytic is sold, you will be provided notice and allowed to delete or remove your Data prior to the sale, however, Aggregated Data may not be deleted or removed. All vendors or contractors used by Teralytic that have access to your Data

are required to abide by Teralytic's Privacy Policy, Terms of Service and Data Use Agreement.

#### 4. Data Sharing with Others

4.1. **Trusted Advisors.** You have the option of granting certain “**Trusted Advisors**” access to add, view, edit, delete, upload and download your Data. Trusted Advisors may include agronomists, crop consultants, seed dealer representatives, your employees, family members, landowners, farmers, and others as designated by you. Trusted Advisors must obtain a Teralytic account, user ID, login, and agree to follow Teralytic's Privacy Policy, Terms of Service, and Data Use Agreement before they may be granted access to your Data. You may stop sharing your Ag Data with Trusted Advisors by revoking their permission through the Teralytic website. Revoking permissions may not cause Data previously shared to be deleted from other user's accounts.

4.2. **Other Technology Partners (Integrations).** With your consent, Teralytic may also provide you with the ability to share your Data with other technology providers through links established through Teralytic and such third parties. Teralytic is continually working to provide users with options to transfer and share data among different companies and data platforms. When your Data is transferred or shared with a third party, your use is subject to that third party's policies and contract terms. Likewise, Teralytic may allow you to upload Data directly from third party technology providers. Any uploads from third parties are subject to Teralytic's policies and contract terms. Uploaded Data may become Aggregated Data.

4.3. **Viewing Aggregated Data.** You may have the ability to view Aggregated Data, as determined solely by Teralytic. 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 owners or sources of Aggregated Data, and you will not attempt to de-anonymize any Aggregated Data or ascertain owners of Devices where such Aggregated Data originated. You may not sell, transfer, or share Aggregated Data with others.

5. **Your Ability to Delete Data.** You may delete your Data at any time, however, deleting previously uploaded Data will not cause Aggregated Data to be deleted. Upon termination of your Teralytic account for any reason, Teralytic shall retain a copy of your Data for a period of at least ninety (90) days. You may delete your Data after termination or non-renewal of your Teralytic account according to Teralytic's Terms of Service.

6. **How Teralytic Stores Your Data.** Your Data is uploaded from Devices and stored on servers that are owned or rented by Teralytic from reliable services. Teralytic 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 your Data to be deleted or compromised, Teralytic will notify you when you log in, by email, or other method required by law.

7. **Your Obligations.** You should not allow anyone to access your account or Data. You agree to defend and indemnify Teralytic against all claims, losses, damages, and injuries arising from a breach of your obligations in this Data Agreement.
  
8. **Modifications.** Teralytic may revise this Data Use Agreement from time to time. Teralytic will notify you by email or when you log into your account. By continuing to use the Services after revisions become effective, you agree to be bound by any updated version of this Data Use Agreement.
  
9. **Limitations on Teralytic's Liability.** Teralytic is not liable for any damages that result from the disclosure of your Data to any person or company provided such disclosures are made according to this Data Agreement. Further, Teralytic 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 Teralytic's gross negligence. **Any dispute involving this Data Agreement is subject to the terms of the Device Lease and Data Upload Agreement which contains an arbitration clause that is applicable to this Data Agreement as well.** Teralytic's liability is further limited according to the Terms of Service.
  
10. **Inquiries.** Questions about this Data Agreement should be directed to [info@teralytic.com](mailto:info@teralytic.com)