

PIVOT BIO, INC – PRODUCT LICENSE TERMS AND CONDITIONS

These Pivot Bio Inc., a Delaware corporation, (“*Pivot Bio*”) Product License Terms and Conditions (“*Terms*”) govern the access and use by you (“*Grower*”) of Pivot Bio’s nitrogen producing microbial products, PIVOT BIO PROVEN[®], PIVOT BIO RETURN[®], PIVOT BIO CERT-N[™], and/or PIVOT BIO RETAIN[™] including any next generation commercial products available to Grower (“*Product(s)*”). The Terms apply and control any use of Product regardless of how Grower acquires Product, unless there is a signed agreement between Pivot Bio and Grower expressly stating it controls over these Terms.

PRODUCT INSTRUCTIONS AND ADDITIONAL TERMS

Grower agrees to comply with all Product packing labels, use instructions, and additional terms, including as may be unilaterally amended or updated by Pivot Bio upon notice to Grower from time to time at www.pivotbio.com/product-license-terms or otherwise communicated to Grower by U.S. mail, email or other written form (“*Product Instructions*”), which are incorporated into and are part of these Terms. Grower’s use of Product confirms Grower’s agreement to be bound by the Terms and Product Instructions, including any amended or updated versions. Grower acknowledges and accepts the terms of Pivot Bio’s *Privacy Policy* at www.pivotbio.com/privacy-policy.

LIMITED USE LICENSE

Grower is granted a limited, non-exclusive, non-transferrable, non-sublicensable, revocable license to acquire and use Products in the United States solely to produce a single grain crop and only on such acreage under Grower’s direct control, as agreed with Pivot Bio, and subject to the Product Instructions. Grower agrees that the Product is to be used solely in the manner set forth in the Product Instructions and that the licenses granted herein are expressly conditioned on Grower’s use of Products in compliance with the Product Instructions on acreage under Grower’s direct control. Any use of Product that is non-compliant with the Product Instructions shall be deemed unlicensed use and infringement, and all rights in any unlicensed use of Product, including all data and intellectual property generated therefrom shall be solely owned by Pivot Bio. Grower grants to Pivot Bio a perpetual, irrevocable, worldwide, royalty-free license to all improvements, modifications, or inventions conceived, developed, or discovered by Grower that relate to or derive from the Product or its use. Grower shall not isolate, sequence, reverse engineer or otherwise modify Product without the express written permission of Pivot Bio. Grower shall not give, transfer, sell, loan, or otherwise distribute Product to any third party without written authorization by Pivot Bio. These Terms do not grant Grower a license under any technology or activity with respect to the Products except as expressly licensed herein.

LIMITATIONS OF WARRANTIES AND REMEDIES

The results obtained by Grower will depend on external factors, including weather, soil, and other farming conditions. Grower shall be solely responsible for determining the suitability and appropriateness of the use of Product in Grower’s selected conditions. GROWER IS RECEIVING PRODUCT ON AN “AS IS” BASIS, AND PIVOT BIO MAKES NO WARRANTY THAT THE PRODUCT SOLD SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES PIVOT BIO MAKE ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES FOR NON-INFRINGEMENT, COMPATIBILITY, RELIABILITY, OR FREEDOM FROM DEFECTS, EXCEPT SUCH AS ARE EXPRESSLY SET FORTH HEREIN. PIVOT BIO EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING CROP YIELD, PERFORMANCE EFFECTIVENESS, OR FINANCIAL OUTCOME. RESULTS MAY VARY.

If Grower believes the Product does not meet quality standards, is unable to be used as per the instructions, or otherwise is not suitable for use as agreed on Grower’s acreage, Grower will immediately inform Pivot Bio of Grower’s concerns in writing by contacting Pivot Bio at support@pivotbio.com. Pivot Bio must have prompt notice of any claim arising from the Products. Grower acknowledges that time is of the essence in reporting a condition, and that Pivot Bio would be prejudiced if unable to inspect the condition in a timely manner. All claims must be filed within one (1) year from the date the Product was acquired by Grower or the claim is barred. GROWER’S EXCLUSIVE REMEDY AND PIVOT BIO’S SOLE LIABILITY FOR ANY CLAIM OR LOSS, INCLUDING WITHOUT LIMITATION, CLAIMS RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, SHALL BE LIMITED TO REPAYMENT OF THE PRICE OF PRODUCT. IN NO EVENT SHALL PIVOT BIO, ITS DISTRIBUTORS, RETAILERS, OR SALES REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

MANDATORY ARBITRATION AND CLASS ACTION WAIVER

Any claim, action, or dispute (“*Disputes*”) shall be resolved through confidential, binding arbitration administered by AAA under its Commercial Arbitration Rules, except patent-related Disputes. Grower must provide written notice of Dispute with reasonable detail and allow 30 days for resolution before arbitration. Arbitration shall occur in St. Louis, MO, with costs shared equally. The arbitrator shall have exclusive authority to determine scope, enforceability, and appropriate remedies, with decisions being final and binding. GROWER MAY ONLY BRING CLAIMS IN AN INDIVIDUAL CAPACITY AND WAIVES ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS. If any part is deemed unenforceable, it shall be severed while the remainder continues in full force.

GOVERNING LAW

These Terms and all claims relating thereto shall be governed by the substantive and procedural laws of the State of Delaware, as they presently exist or may hereafter be amended, without regard to conflicts of law principles.

TERM AND TERMINATION

These Terms shall remain in effect until and unless terminated by Pivot Bio by providing written notice to Grower. Upon termination, Grower shall immediately cease all use of Products and destroy or return, upon request, any portion of unused Product still under Grower’s control. The Terms (including the most current Product Instructions) constitute the entire agreement between Grower and Pivot Bio regarding the subject matter hereof, superseding all prior negotiations and understandings.

If you have any questions, please contact Pivot Bio at support@pivotbio.com.