**[Model] Ag Data Use Agreement for**

**[Ag Data Product]**

This Ag Data Use Agreement (“**Agreement**”) establishes the terms by which your Ag Data is stored, used, and shared with others when using the Company app and associated website, products, and services (collectively “**Services**”). “**You**” means the person or company that creates an account for use of the Services. “**Company**” means \_\_\_\_\_.

1. **The Information Company Collects.** When using the Services, you have the ability to upload the following types of data to the Company:
   * **Agronomic Data.** This includes crop and field information, such as planting data, seed type, yield, disease and pest management application, fertilization, and prescriptions.
   * **Land Data.** This includes soil and fertility data, topographical, elevation, watershed, and drainage data, geospatial information, and tillage and conservation data.
   * **Farm Management Data.** This includes information related to financial, tax, employment, commodity price, regulatory compliance, supply chain, and other management data.
   * **Machine Data.** This includes telematics information, machine health, fuel consumption, load, use, and other machine performance data.
   * **Climate and Weather Data.** This includes precipitation, wind speed and direction, temperature, and other weather information.
   * **Livestock Data.** This includes animal identification and pedigree, genetic and genomic information, feed consumption, and other data related to livestock.

These categories are illustrative but not exhaustive of the types of information Company’s Services may collect from you. Collectively, this information is referred to as your “**Ag** **Data**” in this Agreement.

Some types of Ag Data may link to personal information, such as your name, address, or email address. Protection of personal information is addressed in the Company’s privacy policy and subject to applicable privacy laws and regulations.

1. **Your Ownership of Ag Data.** The Company believes that you are the owner of Ag Data that originates from your farm, device, or equipment. The Company believes that ownership should give you the right to share, download, and delete your Ag Data. You shall not upload data to the Company’s servers unless you are the owner or authorized to do so. You shall indemnify the Company from any claims that someone else owns the Ag Data uploaded to your account.
2. Y**our Responsibilities.** You shall not allow any unauthorized person to access your login information, password, account or Ag Data. You are responsible for any loss of data or other damage that occurs to the Company and other users of the Services as a result of any unauthorized access with your account. If your account with the Company terminates, you have the responsibility to delete your Ag Data, or the Company will assume you have abandoned all ownership claims. Once abandoned, the Company may delete your Ag Data or anonymize and aggregate your Ag Data according to this Agreement.
3. **Data Sharing with the Company.** 
   1. **License Granted for Internal Use.** In order to perform the Services, you grant the Company a limited license to use your Ag Data as provided in this paragraph. You give your consent to Company to: (1) clean your Ag Data by removing perceived errors and omissions; (2) store your Ag Data on servers owned or leased by Company; (3) share your Ag Data with others as authorized by you; and (4) use your Ag Data to provide the Services to you.
   2. **Aggregated Data.** The Company may anonymize and aggregate your Ag Data with data from other users to create aggregated datasets (“**Aggregated Data**”). Aggregated Data does not contain your personal information (as defined in our Privacy Policy). Aggregated Data that is made accessible to other users of the Services is provided in datasets that are large enough to prevent identification of you. Aggregated Data sharing is the default setting for Company’s Services, however, you have the option to “opt out” of Aggregated Data sharing at any time. Aggregated Data sets created prior to your opting out cannot be deleted. If you opt out, you may lose some functions of the Services. Aggregated Data can be used by the Company for any lawful purpose. The Company does not intend to sell Aggregated Data to third parties.
   3. **Use of Third Parties to Process Data**. To the extent the Company engages third parties to perform data processing on your Ag Data, these companies must abide by this Agreement at all times.
4. **Data Sharing with Third Parties**. The Company’s Services provide you with the opportunity to share your Ag Data with third parties outside the company. Company will obtain your consent prior to sharing your Ag Data with any of the follow types of third parties. Once Ag Data has been shared outside of the Company’s Services, the Company no longer has any control over how a third party may use your Ag Data. The Company is not responsible to you for what a third party does with your Ag Data after you provide your consent to share with that third party.
   1. **Trusted Advisors.** You have the option of granting “**Trusted Advisors**” access to view, edit, delete, upload and download your Ag Data. Trusted Advisors are individuals or companies that you want to access your Ag Data. Examples of Trusted Advisors include agronomists, crop consultants, crop protection representatives, lenders, insurers, your employees, family members, landowners, farmers, livestock owners, and others designated by you. Trusted Advisors must obtain a Company account, user ID, login, and agree to Company’s Privacy Policy, Terms of Service, and Data Use Agreement before they may be granted access to your Ag Data. You may stop sharing your Ag Data with Trusted Advisors by revoking their permission through the Company website. Revoking permissions may not cause Ag Data previously shared to be deleted from other user’s accounts.
   2. **Integrations.** With your consent and direction, Company may also provide you with the ability to share your Data with other technology providers through links established through Company and such third parties (“**Integrations**”). Company is continually working to provide users with options to transfer and share data among different companies and data platforms. When your Ag Data is transferred or shared with a third party, your use is subject to that third party’s policies and contract terms. Likewise, Company may allow you to upload Ag Data directly from outside Integrations. Any uploads from third parties are subject to Company’s policies and contract terms.
   3. **Government.** The Company will not share your Ag Data with government agencies unless you provide your consent and direction. This promise will not prevent Company from complying with a court order or other valid government request that requires Company to legally disclose information to the government. The Company shall notify you of any government request to obtain your Ag Data. The Company shall have no liability to you for disclosure of Ag Data in response to a subpoena, court order, or other government demand that legally requires Company to respond.
5. **Portability.** You can download your Ag Data at any time as long as you maintain an active account with the Company. In some circumstances, your Ag Data may not be retrievable in its original format.
6. **Modifications.** Company may revise this Agreement from time to time. Company will notify you by email or when you log into your account of any revisions. The notice will be accompanied by a summary of the changes to this Agreement. By continuing to use the Services after revisions become effective, you agree to be bound by any updated version of this Agreement.
7. **Security/Notice.** Company takes reasonable and customary security measures to protect the privacy and security of your Ag Data.  In the event of a data breach, natural disaster, or other unforeseen event that causes your Ag Data to be deleted or compromised, Company will notify you when you log in, by email, or other method required by law.
8. **Deletion.** You may delete your Ag Data at any time you have an active account and for thirty (30) days after termination of your account. Requests to delete your Ag Data after your account terminates may be made by email request to \_\_\_\_. Deletion of Ag Data will not cause any Aggregated Data to be deleted.
9. **Storage and Retention.** Ag Data is stored on servers owned or leased by the Company. The Company shall store your Ag Data as long as you have an active account with the Company, and for a period of thirty (30) days after termination. Thirty (30) days after termination of your account, the Company will no longer have any obligation to retain your Ag Data.
10. **Sale of Company.** In the event the Company is sold or acquired by another company (meaning at least 51% of Company ownership interest is transferred in a single calendar year), you will be notified and have the option of deleting your Ag Data for at least thirty (30) days after the transfer. This Agreement will continue to apply to your Ag Data until the new owner provides you notice of a new ag data use agreement.
11. **Limits on the Company’s Liability.** The Company is not liable for any damages that result from the disclosure of your Ag Data to any person or company provided such disclosures are made according to this Agreement. The Company is not responsible for a loss or unauthorized disclosure of your Ag Data due to (i) an Act of God, (ii) other catastrophic event, (iii) a data breach unless caused by Company’s gross negligence, or (iv) someone other than you using your account.
12. **Inquiries.** Questions about this Agreement should be directed to\_\_\_\_\_\_\_\_ [email].

***Disclaimer:*** *The Model Ag Data Use Agreement is provided as sample to ag technology companies to assist with compliance with the Ag Data Transparent certification standard. Companies adopting or incorporating the Model Ag Data Use Agreement should consult an attorney to ensure the agreement conforms to data privacy laws and regulations in the appropriate jurisdiction.*