



## Premier Crop Systems® - Service Agreement

This agreement is made effective as of \_\_\_\_\_ (date) between Premier Crop Systems, LLC (Premier Crop) at 2200 Gannett Avenue, Des Moines, IA 50321 and \_\_\_\_\_ (Partner) at \_\_\_\_\_ and includes:

1. **Premier Crop's Service Programs: Description and Pricing.**
2. **Premier Crop's commitment for processing, support and training and Partner's commitment to enrolling acres and payment terms.**
3. **Data confidentiality, data ownership and data pooling.**
4. **Acknowledgement on responsibility for decisions and equipment settings, choosing correct columns, and risk associated with Variable Rate recommendations.**
5. **Additional Terms.**

Premier Crop is in the business of agriculture data processing and analysis and Partner desires to provide Premier Crop's services to crop producers (growers), Premier Crop and Partner agree as follows:

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### *1. Programs: Description and Pricing*

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**The following programs will be made available to the Partner including the features and pricing listed as follows:**

#### **Premier Precision**

**Description:** The Premier Precision program offers the following features:

- Variable Rate Nutrient Recommendations.
- Ability to customize nutrient VR equation.
- Load sheet provides application maps – min-max-average rates and product totals.
- Full page maps of VR nutrient recommendations.
- Summary Sheet allows for an instant summary of selected fields' costs and totals. Great tool for budgeting and total farm nutrient planning.
- Soils and soil sample maps are available online and formatted to print.
- Slider tool for adjusting input costs.
- Creates management zones within fields and tailor VR equations to each zone.
- Incorporate removal rates.
- Creates a cumulative nutrient history.
- Can export VR recs to common variable rate controllers (shapefile, TGT, TIF, FalconVT).
- Tracks soil sample dates for each field to facilitate sampling order.
- Administrative functions for managing and sharing VR equations.
- Support for VR equations.
- Online and in-person training and support.
- Secure and off-site backup of data files.
- Soil lab data integration.

**Pricing:** Premier Precision – Variable Rate Nutrient Recommendation charge is \$1/acre for 4 years and will be invoiced in the sampling year. For fields entered mid-cycle (between the sampling years) the cost will be prorated by the life of the sample (for example: \$.75/acre for “1-year-old” samples that will allow recs for 3 years, \$.50/acre for “2-year-old” samples that will allow recs for 2 years, \$.25/acre for “3-year-old” samples that will allow recs for 1 year). Once the 4-year life of the sample is reached the Partner has the option of continuing to use that sample data for an additional charge of \$.25/acre/yr. If Partner does not choose this option and notify Premier Crop of the choice, the variable rate capability for that field will not be available.

### **Premier Precision Plus**

**Description:** The Premier Precision Plus program offers the following features:

- A Spatial Yield File must be submitted for this program
- Calculates crop removal of P & K from the actual yield file for each 60' x 60' area within an enrolled field
- Crop removal can be used in a nutrient recommendation/prescription file.
- Creates relative yield map. Relative yield is a conversion of historic yield data to a relative yield map scale for each year, allowing users to combine maps from all years or selected years into a new combination map (across different crops), build management zones and generate variable rate planting recommendations (as shapefiles).
- Field Top Ten Basic Report
- Field Variable Rate Population Report (Learning Blocks)
- Field Variable Rate Nutrient Report (Learning Blocks)

**Partner Pricing:** A field must be enrolled in Premier Precision to participate in the Premier Precision Plus program. Premier Crop’s charge for Premier Precision Plus is an additional \$1.00/ac/yr. Loading of additional historical yield is not included (requires enrollment in Premier Decision).

### **Premier Analytics**

**Description:** The Premier Analytics program offers the following features:

Premier Analytics is a stand-alone program offering.

- DataView Web and Mobile
- Full Reporting Suite
- Group and Field Benchmarking
- Field level maps
- Economic and Agronomic Dashboards
- Performance Zones
- Incorporate existing zones and soil samples

**Partner Pricing: Premier Analytics is \$1.75 /acre/year.**

### **Premier Decision**

**Description:** The Premier Decision program offers the following features:

- Geospatial reporting by hundreds of agronomic factors
- Learning blocks reports
- Field level reports
- Grower level reports
- Management zone reports
- Group data reports

- Reporting and analytics
- Benchmarking
- Query reports
- DataView Web and Mobile App
- All production costs can be tracked and reported including spatial cost differences associated with variable rate applications or seeding.
  - All cost information can be supplied when the files are sent to Premier Crop for processing or can be supplied after the spatial files have already been processed or they can be brought over from Land.db via our API with Ag Connections.
  - Reports include: Field History with Costs, Grower Avg and Variance with Cost, Mgmt. Zone with Costs and being able to query/benchmark cost data.
  
- Enhanced Learning Blocks (ELB): Rates are randomized and replicated, 2-4-acre block of multiple rates
  - Fits traditional experimental design criteria
  - Provides statistically sound results
  - Executed with equipment through a prescription at normal operating speeds
  - Report details growing season, field environment of trial location, and provides valuable results
  - Creation of complex local agronomic knowledge that your company can own in coordination with your growers

**Partner Pricing: Premier Decision charge is \$2.25/acre/year.**

## DataView

**Description: The DataView subscription includes both DataView Mobile and DataView Web**

- Mobile application that engages your growers with their own agronomic data
- Provides maps for visibility of key attributes/data layers in Premier Crop
- 21 maps/attributes
- Your growers have their information at their fingertips
- Tool to help build soil sampling acres
- Prompts your growers to want to collect more data
- Available on Apple and Android devices.

**Partner Pricing: Included in Premier Decision and Premier Analytics**

## Data Services

**Description: Data Services subscription may include the following:**

- Setup Hierarchies & Field Boundaries
- Acquire as much historical yield as possible\*
- Acquire and process Soil Sampling data\*
- Create Management Zones
- Create Learning Blocks
- Acquire all as-applied data\*
- Converting, cleaning and processing all monitor data
- Validation of all data
- Acquire all cost data related to Seed, Fertility, Chemistry and Operations\*\*
- Acquire all flat rate, whole field application data\*
- Acquire, process and load all yield data\*
- Post calibrate yield data
- Facilitate Equation writing
- How to generate reports and queries
- Assist with customized reports
- Website and DataView Training
- Remote Operating Hours: M-F 8a-5p (CST)
- Potential for emergency service outside of operating hours - additional charge per hour
- Occasional on-location assistance

\*Application data and monitor files will be acquired through cloud-based systems or from Partner staff.

\*\*Cost data acquired by Partner staff or DSS if requested.

**Partner Pricing: Customized as per needs of Partner**

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## ***2. Premier Crop's Commitment for Processing, Support and Training Partner's Commitment of Enrolling Acres and Payment Terms***

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### **Premier Crop Commitment**

1. Premier Crop will process the data submitted by Partner and make it available to authorized users through the Premier Crop web site. Under normal business conditions, process yield files and field level reports will be available within 48 hours (2 business days) of receipt by Premier Crop as shapefiles.
2. Further, upon reasonable request by Partner and when available, Premier Crop will:
  - Assist Partner in developing plan for offering Premier Crop services as an integrated part of the Partner's agronomy sales program.
  - Assist Partner in implementation of the marketing plan, including leading or participating in meetings with growers. Premier Crop requests that Partner target at least 10,000 acres per day, when Premier Crop staff are used. This could be 2 or 3 grower meetings in one day or even a couple of one-on-one calls with larger growers.
  - Assist Partner in training the Partner agronomy staff on how to use the Premier Crop system and how to create value from the information. Training is provided first with short on-line videos that allow each user to learn at their own unique pace and when they are ready to learn. In addition, Premier Crop will provide phone support and on-site training if appropriate.
  - Assist Partner in meeting with key growers or agronomy staff to develop plans and identify values.

## **Enrollment Commitment and Payment Terms**

- Partner agrees to enroll 20,000 acres in Premier Decision per year for two consecutive years and will be invoiced accordingly as per the schedule below.
- Based on services required, Premier Crop would invoice all new and re-enrolled acres at full contract price:
  - a. March 15 – Premier Decision
  - b. June 15 – Premier Precision
  - c. August 15 – Premier Decision
  - d. December 15 – Premier Precision
- Volume discounts of 11.1% will apply to all acres when enrollments in Premier Decision exceed 100,000 acres.
- Volume discounts of 22.2% will apply to all acres when enrollments in Premier Decision exceed 300,000 acres.
- Data Submission and Validation Deadlines:
  - a. Planting Data - July 1
  - b. Crop Set – July 1
  - c. Boundary Edits – July 1
  - d. Cost Data – September 1
  - e. Crop Nutrient Data – September 1
  - f. Crop Protection – September 1
  - g. Harvest Data – December 15
- Re-Enrollment Date – February 1 (Advisor Support team will re-enroll previous year grower fields unless notified that changes need to be made)

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## ***3. Data Confidentiality, Data Ownership and Data Pooling***

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- All data is the property of the grower and not Premier Crop nor the Partner. In some cases, the grower and landowner may have competing claims on the data. It is the responsibility of the grower and landowner to determine data ownership.
- No grower's data will be pooled without his or her agreement. Only the growers who contribute to the pooled data will receive the results of the pooled data analyses.
- Partner agrees to execute a written data ownership, confidentiality and pooling agreement with each grower who has data in the Premier Decision Program. If an individual grower does not want to share data as part of a data pool, Partner agrees to promptly notify Premier Crop Systems in writing.
- The identity of individual grower's data will be kept confidential by Premier Crop and the Partner. Data that is pooled with other grower's' data will be pooled in a manner that maintains individual confidentiality.
- Partner agrees to share its grower's Premier Decision data with other partners in Premier Crop that contribute a minimum of 20,000 acres of yield data that can be queried in each of the first two years of participating in the data pool.
- Partner agrees that information from pooled data will only be shared with growers that shared data to create the pool.

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## **4. Acknowledgement on Responsibility for Decisions and Equipment Settings, Choosing Correct Columns, and Risk Associated with Variable Rate Recs**

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### **Acknowledgement of Responsibility for Decisions and Equipment Settings:**

- GPS equipment requires “default” settings in case GPS signal is lost. It is the Partner and/or the grower’s responsibility to make sure defaults are set correctly in the GPS monitors.
- Variable rate planting recommendations and variable rate P, K, and Lime are part of the program and Premier Crop will provide recommendations that are based on our experiences, including helping Partner in analyzing its growers’ data. We will be transparent in explaining recommendation philosophies and why we recommend what we do but ultimately the decisions, risks and rewards are the Partner and their growers.
- Nutrient recommendations can be exported with a column for actual nutrient and a column for the product to be used. For example, the N column might have 150 in it and the column labeled NH3 would have 183 (150/.82). We believe that displaying both columns is the easiest way to communicate to all parties that one column is the pounds of actual nutrient and the other is the pounds of the product to be used. It is the Partner and the grower’s responsibility to make sure the person making the application chooses the correct column. Choosing the wrong column can result in over or under applying nutrients, and by signing this Agreement the Partner acknowledges that Premier Crop is not responsible for the applicator choosing the correct column or other equipment settings or decisions.
- Premier Crop promotes using Learning Blocks™ within variable rate recommendations as a way of checking the results of the application or planting recommendations. The results will prove that sometimes recommendations can be improved or were wrong – didn’t plant enough or planted too much, didn’t apply enough or applied too much.
- Weather and uncontrollable forces can adversely affect crop performance and the Partner and their participating growers understand that Premier Crop is not guaranteeing crop yield or net profit.

### **Specific Acknowledgement on Variable Rate Nitrogen Recommendations:**

- Premier Crop anticipates helping Partner with Variable Rate Nitrogen recommendations. It is important to emphasize to Partner and their participating growers that no one, including Premier Crop, has the answer in accurately predicting the N contribution from Organic Matter or growing season weather. Disagreement among Midwest university scientists on nitrogen recommendations is well documented.
- Premier Crop’s approach to variable rate nitrogen relies on historic science from universities (Organic Matter & pH), data analyzed from Premier Crop (K), common sense (taking credit for VR DAP) and the grower’s normal rate practices. In addition, we encourage all growers to have normal rate N Learning Blocks™ in each field so the results from the VR formula can be compared to normal rate practices.
- Further, each grower will have their own unique tolerance to the economic risk associated with under or over applying nitrogen. Traditionally, many growers have applied “extra” nitrogen as an insurance against lower yields from applied N losses.

- Premier Crop views all approaches to variable rate nitrogen as an opportunity to learn with the goal of identifying best management practices. This is why we recommend Learning Blocks™ within each field where variable rate nitrogen is applied.

**By signing this agreement, Partner acknowledges:**

- There is not a consensus in the scientific or industry communities on the use of variable rate nitrogen. This is a developing area where the best management practices are still being determined.
- There are economic risks associated with under or over applying nitrogen. The participating growers bear these risks.
- Growing season weather is unpredictable and is a major variable in organic nitrogen mineralization and the fate of applied nitrogen.
- Premier Crop makes no guarantees or warranties about its analyses or suggestions. Each participating grower must determine the best practice for his or her own situation based on multiple factors, including the grower's own tolerance to economic risk in this uncertain area.

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### *Additional Terms*

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**Term of Agreement and Automatic Renewal:** This Agreement shall continue to January 1st of the year following each crop year in which Partner enrolled acres, unless terminated earlier. This Agreement shall renew automatically for successive one-year periods (January 1st to January 1st) (a "Renewal Term"), unless either party provides 90 days prior written notice of termination to the other party.

**Termination of Agreement:** Either party may terminate this Agreement for any reason, with or without cause, at any time during the Initial or any Renewal Term by giving the other party 90 days prior written notice of such termination. Termination shall be effective 90 days after receipt of notice. Upon expiration or termination of this Agreement, the following provisions shall apply:

- If not already paid, Partner will pay Premier Crop for any enrolled acres for Renewal Term in which the Agreement is being terminated as well as any additional fees for services for acres enrolled by Partner before the effective date of termination; and
- Premier Crop will continue to process all enrolled acres for which Premier Crop has been paid in full.

**Amendments:** This Agreement may be modified or amended, if the amendment is made in writing and is signed by the party (or parties) obligated or limited by the amendment.

**Relationship of Parties:** This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. This Agreement does not establish an exclusive relationship between Premier Crop and Partner and does not establish or imply an exclusive territory or market for Partner. Premier Crop reserves the right to establish exclusive territories or areas of primary responsibility for its Partner in its sole discretion and reserves the right to sell its services directly to growers. While Premier Crop is committed to assist Partner in marketing Premier Crop's services, the marketing decisions remain the Partner. Partner has the sole right to control and direct the means, manner and method by which it will perform under this Agreement, subject to the specific requirements set forth herein.

**Confidential Information:** Both Premier Crop and Partner acknowledge that during the term of this Agreement each may be exposed to confidential information of the other's business. Both agree to treat all such information, including the terms of this Agreement, as confidential and to take all reasonable

precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement.

**Trademarks:** Partner agrees to recognize and protect Premier Crop’s current and future Trademarks.

**Governing Law/Forum:** This Agreement shall be governed by the laws of the State of Iowa. Venue shall be in a court of competent jurisdiction in the State of Iowa, and both parties expressly consent to jurisdiction in such courts.

Agreed To:

By \_\_\_\_\_ Date \_\_\_\_\_  
(Partner Signature)

By \_\_\_\_\_ Date \_\_\_\_\_  
(Premier Crop Systems Signature)