



# Great Plains<sup>®</sup>

## Analytical Laboratory

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### **CROP QUALITY SURVEY LETTER OF UNDERSTANDING**

This Letter of Understanding (Letter) includes the understanding between the SUBSCRIBER and GREAT PLAINS ANALYTICAL LABORATORY, INC. ("GPAL") regarding current and future use of the GPAL Crop Quality Surveys for the year 2020.

#### **1. GREAT PLAINS ANALYTICAL LABORATORY, INC. CROP QUALITY SURVEY SUBSCRIPTION**

Subscriber agrees to subscribe to the GPAL Crop Quality Survey (Survey) as indicated by the Subscriber's order form incorporated in this Letter. Subscriber may subscribe to additional survey information at a later date by completing another order form and submitting it to GPAL. The additional order form shall be incorporated in this Letter. All Crop Quality Survey information, text, data, maps and commentary are copyrighted information provided to the Subscriber subject to the following terms and conditions:

a. Upon purchase of a subscription to the GPAL Crop Quality Survey, GPAL permits non-transferable and non-exclusive access and use to the Subscriber of the Survey. The Subscriber is allowed to use the data internally solely in the regular course of the Subscriber's research into crop quality.

Each subscription allows the right to transfer insubstantial portions of data in machine-readable form ("Downloaded Data") to a storage device under the Subscriber's exclusive control and to store the Downloaded Data temporarily solely to display internally the data and to integrate the Downloaded Data (appropriately cited and credited) in internal memoranda or similar work created by the Subscriber.

Each subscription includes the right to create printouts of the Data provided; however, that the printouts shall not be created or provided to third parties nor shall the printouts be made available to any third party without prior written permission by GPAL.

b. Neither the Data, nor any portion thereof, may be copied, downloaded, stored in a retrieval system, published, transmitted or otherwise reproduced, transferred, stored, disseminated or used, in any form or by any means, except (i) as expressly permitted in this Letter, (ii) with GPAL's prior written permission, or (iii) if not otherwise expressly prohibited by this Letter, as allowed by 17 USC 107 (the fair use provision of the Copyright Act of 1976). Subscriber shall not store or use Downloaded Data in a searchable database except as integrated into Subscriber's work product, and Subscriber shall not use the Surveys or the Data as a component of or as a basis for any material offered for sale, license or marketing without prior written permission by GPAL.

c. Except for the access granted in this Letter, all right, title and interest in the Data, in all languages, formats and media throughout the world, including all copyrights therein, are and shall continue to be the exclusive property of the copyright proprietors identified in the copyrights (Great Plains Analytical Laboratory, Inc).



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2. Subscriber acknowledges that the Survey Data shall remain the exclusive property of GPAL and that the Subscriber shall have no right to nor interest in the Survey other than that granted in this Letter. Subscriber shall not remove any labeling or notices included with the survey data, the commentary or printouts.

### 3. Notice

GPAL holds copyrights on current and all past Crop Quality Surveys performed by GPAL.

### 4. Modification

The parties to this Letter agree that there shall be no modification or amendment to this Letter unless agreed to in writing.

### 5. Acknowledgment and Acceptance

By logging in to the GPAL Crop Quality Survey website and using the password provided to the Subscriber by GPAL, the Subscriber acknowledges and accepts the terms of this Letter of Understanding.

**Great Plains Analytical Laboratory, Inc.**  
**Letter date: January 1, 2020**