

LANDUS COOPERATIVE COMMERCIAL MASTER AGREEMENT

This Landus Cooperative Commercial Master Agreement (“Agreement”) provides Landus Cooperative (“Landus”) with information required for Landus to effectively service its customers, including allowing full use of its online portal, email, and text messaging-based business services, and further clarifying the terms of business between Landus and Customers. Please read this Agreement carefully and complete this information:

Customer Name (“Customer”): _____

Address: _____

If Customer is an Entity

State of Organization: _____

Type of Entity: _____

Owners: _____

Telephone Number(s): _____

Individuals Authorized to Do Business on Behalf of Customer (“Authorized User”)

By signing, Customer agrees that the above information is true and correct, and further, that Customer agrees to the terms and conditions set forth in this Agreement, which are incorporated herein by this reference.

Signature: _____

By: _____

Its: _____

Date: _____

WHEREAS, Landus is engaged in, among other things, providing a full suite of agronomy inputs and services to growers, the merchandizing and warehousing of grain, manufacture of livestock supplements and feed products, bulk feed manufacture, and toll milling.

WHEREAS, Customer desires to utilize Landus services, sell commodities to Landus and/or purchase inputs and services from Landus.

NOW THEREFORE, in consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS.

For the purpose of this Agreement, the following terms have the following meanings and all other definitions not otherwise defined herein shall have the meaning ascribed in the documents incorporated by reference:

- 1.1 “**Affiliates**” means any entity, individual, firm, subsidiary, joint venture, or corporation directly or indirectly, through one or more intermediaries, controlled by, or under common control with Landus.
- 1.2 “**Agronomy Contract**” means an agreement between Landus and Customer for the purchase or sale of fertilizer, crop production, or crop protection products, services, or equipment related to fertilizer, crop production, or crop protection products.
- 1.3 “**Authorized Users**” means Customer and any individual or entity identified by Customer and being authorized to do business on Customer’s behalf. Authorized Users include individuals or entities identified by other Authorized Users as being authorized to do business on Customer’s behalf.
- 1.4 “**Electronic Contract or Contract**” means any Grain Contract, Agronomy Contract, or other commercial agreement between Landus and Customer that is initiated, documented, or executed through electronic means, including but not limited to email, text message, or the Landus Online Portal.
- 1.5 “**Effective Date**” means the earlier of the date Customer signs this Agreement or receives a confirmation of sale or other document which is part of a contract between Landus and Customer which incorporates this Agreement.
- 1.6 “**Grain Contract**” means an agreement between Landus and Customer for the purchase or sale of grain or another fungible commodity.
- 1.7 “**Landus**” means Landus Cooperative and its Affiliates, contractors, licensors, or service providers.
- 1.8 “**Landus Online Portal**” means the online platform at the following webpage: <https://portal.landuscooperative.com/LandusCooperativeCustomerPortal/Login.aspx>, subject to the Landus Website Terms of Use which are incorporated here by reference.
- 1.9 “**User Identity**” means the login and password assigned to an individual which is used to access the Landus Online Portal.

ARTICLE 2. SCOPE.

- 2.1 Purpose and Scope.** This Agreement sets forth the terms and conditions on which Landus makes products and service available to Customers and purchases Commodities from Customers.

ARTICLE 3. CONSENT TO DO BUSINESS ELECTRONICALLY.

- 3.1 Electronic Initiation and Execution of Contracts.** Where permitted by state law, Landus may use the Landus Online Portal, email, or text messaging to initiate, review, approve and execute contracts with Customer. Landus shall provide email, text message, and/or Landus Online Portal notice to the Customer that electronic execution of Contracts may be used. Thereafter, Landus and Customer may initiate contracts through email, text message, Landus Online Portal and through other means made available by Landus, but unless and until a Customer notifies Landus by email to the contrary, all Contracts shall be executed electronically through the Service. To be clear, a Customer may, upon written notice, return at any time to executing Contracts manually but continue to use email, text message, and or online portal for other purposes. Contracts that begin as manually signed Contracts shall remain manually signed Contracts, and Contracts that begin as electronically signed Contracts shall remain electronically signed Contracts. Customer acknowledges that Landus processes personal information in accordance with its Privacy Policy, which is incorporated herein by reference and available at <https://www.landus.ag/legal/privacy-policy>.
- 3.2 Legal Effect of Electronic Signature.** The electronic signature of any Customer or any other Authorized User shall be as legally binding on the Customer as the hand-written signature of a duly authorized representative of the Customer.
- 3.3 Electronic Contracts.** All Contracts initiated electronically are hereby incorporated into this Agreement.
- 3.4 Original and Duplicate Originals.** The electronic version of each Contract executed electronically through the Service shall be considered the original executed Contract. All printed copies of that electronic version shall be considered “duplicate originals” of the executed Contract.
- 3.5 Electronic Communication of Services.** Where permitted by law, Customer authorizes Landus to use the Landus Online Portal, email, text messaging, or other forms of electronic communication to communicate and market to Customer and Authorized Users, Landus and its products and services. Landus will use its best efforts to limit promotion and marketing communication once Customer communicates such a preference to Landus.

ARTICLE 4. TERM AND TERMINATION OF AGREEMENT.

- 4.1 Term and Termination.** This Agreement will commence on the Effective Date and continue until terminated by Landus with or without cause upon a minimum of twenty (20) days prior written notice to Customer provided such termination shall not affect any Contracts previously executed. The terms of this Agreement shall continue to apply to all Contracts that were not fully performed prior to notice of termination. Customer and Landus agree that Landus may decline to do additional business with Customer if Landus terminates this Agreement. Notwithstanding the twenty (20) day notice period prior to termination, Landus may terminate this Agreement immediately upon notice from any third-party that Customer has violated a trait stewardship, technology stewardship agreement, technology license or similar agreement.
- 4.2 Termination for Breach.** In the event of any breach of this Agreement or any other contract by Customer, Landus may pursue any remedy allowed by law, and Landus shall be entitled to recover attorneys’ fees and costs incurred in connection with the enforcement of this Agreement and/or

any other applicable Contract. In addition, Landus will be entitled to collect interest on any amount due and owing at a rate of 1 and 1/2% per month until paid, or the maximum rate as set by the Iowa Superintendent of Banking if such amount is less than 1 and 1/2% per month.

ARTICLE 5. GRAIN.

- 5.1 Grain Contracts.** All Grain Contracts shall be governed by the purchase terms contained on each Grain Contract which are hereby incorporated into this Agreement.
- 5.2 NGFA Rules to Govern, NGFA Arbitration.** Both Parties agree that (a) all Grain Contracts between them are made in accordance with the Trade Rules of the National Grain and Feed Association (“NGFA”) except as modified by this Agreement and/or the individual grain contracts between them; and (b) ALL DISPUTES AND CONTROVERSIES OF ANY NATURE WHATSOEVER BETWEEN LANDUS AND CUSTOMER THAT ARISE FROM OR RELATE TO THE SALE AND/OR PURCHASE OF GRAIN, SHALL BE RESOLVED BY BINDING ARBITRATION BEFORE THE NGFA. NGFA shall resolve all disputes concerning arbitrability, the scope of this provision, and/or the NGFA’s authority. The resulting arbitration award may be entered and enforced in any court having competent jurisdiction. If any portion of this arbitration provision is held unenforceable, the remaining portions shall remain in effect.
- 5.3 Initiation of Delivery.** Customer agrees that by delivering under a Grain Contract with Landus that Customer acknowledges its obligation to fully perform that Grain Contract with Landus and any similar Grain Contract(s) with Landus.
- 5.4 Acceptance of Summary Sheet and Payment.** Customer agrees that Landus has fully performed a Grain Contract if the Customer receives a Grain Settlement Sheet and/or payment provided Customer does not provide written notice of objection within ten (10) business days of receipt.
- 5.5 Set Off.** Customer agrees that Landus has the right to offset any amount owed to Landus by Customer with payments Customer is entitled to under Grain Contracts between Landus and Customer.
- 5.6 Negative Margins.** If at any time during the performance of a Grain Contract the prevailing market price of the commodity specified exceeds the Grain Contract price, the Customer may be required by Landus to deposit in escrow the difference between the market price and the Grain Contract price on the undelivered balance of the commodity until such balance is delivered in full and accepted by Landus. Any margin requested shall be deposited in escrow within forty-eight (48) hours of such a request, and a failure to do so shall constitute a breach.
- 5.7 Financial Condition.** If Customer’s financial condition is reasonably determined in good faith by Landus to be materially impaired, Landus may (a) require the Customer to deposit sufficient security to ensure Customer’s future performance of any Grain Contract or any other contract, to which Customer is a party, and if Customer fails to do so, Landus may (b) terminate this contract or any other contracts to which the Customer is a party in addition to any other actions and remedies authorized by this Agreement or law.

ARTICLE 6. AGRONOMY.

- 6.1 Agronomy Contracts.** All Agronomy Contracts between Landus and Customer shall be governed by the purchase terms contained on each Agronomy Contract which are hereby incorporated into this Agreement.
- 6.2 Acceptance of Product and Services.** Customer agrees that Landus has fully performed regarding a product or services under an Agronomy Contract if the Customer receives a product or a service

under that Agronomy Contract and no objection is made regarding that product or service within seven (7) days after receipt or within seven (7) days after the defect is reasonably discoverable, whichever occurs first.

- 6.3 Labels.** Customer agrees that Customer has access to all labels and packaging for each product and service contained on each Agronomy Contract (whether from Landus or a third party), that Customer has undertaken independent read and review of all labels and packaging, and that Customer understands all labels and packaging.
- 6.4 Agronomy Technology Agreement.** Customer agrees that by purchasing products, such as seed, which are subject to license, technology, grower, or related agreements, that Customer has been provided such agreements (or has independently obtained such agreements) and that Customer agrees to those agreements.
- 6.5 Shipments.** Customer agrees that products may be tendered in partial shipments at Landus' sole discretion. Shipment dates for products may be estimated by Landus in good faith but are not guaranteed by Landus. Landus may accept return of products in its sole discretion.
- 6.6 Landus and Third-Party Property.** Customer acknowledges that accompanying the purchase of agronomy products and services Customer may receive property of Landus or third-parties, including but not limited to seed boxes, bulk containers, and pumps. Customer agrees to return this property to Landus in the same condition as Customer received the property and that Customer is responsible for any damage or lost property.
- 6.7 Negative Margins.** If at any time during the performance of an Agronomy Contract the Agronomy Contract price exceeds the prevailing market price of the product specified, the Customer may be required by Landus to deposit in escrow the difference between the Agronomy Contract price and the market price of the products until the products is delivered and paid in full by Customer. Any margin requested shall be deposited in escrow within forty-eight (48) hours of such a request, and a failure to do so shall constitute a breach.
- 6.8 Financial Condition.** If Customer's financial condition is reasonably determined in good faith by Landus to be materially impaired, Landus may (a) require the Customer to deposit sufficient security to ensure Customer's future performance of any Agronomy Contract or any other contract, to which Customer is a party, and if Customer fails to do so, Landus may (b) terminate this contract or any other contracts to which the Customer is a party in addition to any other actions and remedies authorized by this Agreement or law.

ARTICLE 7. COMPLIMENTARY EQUIPMENT: AS A CUSTOMER SERVICE BENEFIT, LANDUS ALLOWS CUSTOMER USE OF CERTAIN COMPLIMENTARY EQUIPMENT WHICH IS DEFINED AS EQUIPMENT TANGENTIAL TO THE PURCHASE OF PRODUCTS IN THIS CONTRACT PROVIDED AT NO COST. IN CONSIDERATION, CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDUS AND ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY CLAIMS, DAMAGES, LIABILITIES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO CUSTOMER'S POSSESSION, OPERATION, USE, MISUSE, TRANSPORTATION, OR STORAGE OF THE COMPLIMENTARY EQUIPMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDUS. CUSTOMER FURTHER AGREES, AT ITS SOLE EXPENSE, TO REPAIR ANY AND ALL DAMAGES TO COMPLIMENTARY EQUIPMENT CAUSED BY CUSTOMER OR DURING CUSTOMER'S USE PRIOR TO RETURNING TO LANDUS. COMPLIMENTARY EQUIPMENT SHALL BE RETURNED TO LANDUS AT THE TIME AND LOCATION PROVIDED IN THE AGRONOMY

CONTRACT RELATED TO THE COMPLIMENTARY EQUIPMENT OR EARLIER IF REQUESTED BY LANDUS, IN LANDUS' SOLE DISCRETION. LANDUS MAKES NO REPRESENTATION AS TO THE CONDITION OF THE COMPLIMENTARY EQUIPMENT IN GENERAL OR FOR ITS INTENDED USE BY CUSTOMER, AND CUSTOMER TAKES SUCH COMPLIMENTARY EQUIPMENT "AS IS." CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR OBTAINING, FACILITATING, AND OPERATING THE COMPLIMENTARY EQUIPMENT FOR ITS INTENDED USE. CUSTOMER WARRANTS CUSTOMER HAS THE APPROPRIATE KNOW-HOW TO OPERATE THE COMPLIMENTARY EQUIPMENT AND AGREES LANDUS SHALL PROVIDE NO TRAINING REGARDING SAME. CUSTOMER SHALL MAINTAIN COMMERCIAL GENERAL LIABILITY INSURANCE COVERING USE OF THE EQUIPMENT.

(a) CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS INSPECTED the Complimentary Equipment prior to taking possession thereof, finds it in good working order and repair with all warnings, labels, and manuals in place and readable, and Complimentary Equipment is suitable for Customer's needs, with all safety equipment and shields in place.

(b) Customer shall not sublease, sub-rent, assign or loan the Complimentary Equipment without first obtaining the written consent of Landus, and any such action by Customer, without Landus' written consent shall be void.

(c) Should the Complimentary Equipment be involved in an accident, become unsafe, malfunction, or require repair, Customer shall immediately cease using the Equipment and immediately notify Landus.

(d) Customer shall, at Customer's expense, comply with all applicable municipal, state, and federal laws, ordinances, and regulations (including but not limited to those relating to worker safety or the environment), building and zoning codes, professional licenses, and licenses and permits which may apply to the use of the Complimentary Equipment.

ARTICLE 8. GENERAL PROVISIONS.

8.1 WARRANTIES BY LANDUS. ALL PRODUCTS AND SERVICE SOLD OR PROVIDED BY LANDUS ARE ON AN "AS IS," "AS AVAILABLE" BASIS. LANDUS WARRANTS THAT ALL PRODUCTS SOLD HAVE BEEN LABELED AS REQUIRED UNDER APPLICABLE STATE AND FEDERAL LAWS AND CONFORM TO DESCRIPTION ON THE LABEL WITHIN STANDARD TOLERANCES OR VARIATIONS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED. NO CLAIM SHALL BE ASSERTED AGAINST LANDUS UNLESS CUSTOMER REPORTS TO LANDUS PROMPTLY AFTER DISCOVERY (NOT TO EXCEED THIRTY DAYS), ANY CONDITION THAT MIGHT LEAD TO A COMPLAINT. ALL CLAIMS MUST BE ASSERTED WITHIN ONE YEAR FROM THE DATE OF ACCEPTANCE OF THE PRODUCT OR SERVICE. CUSTOMER'S EXCLUSIVE REMEDY 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 AMOUNT OF THE PURCHASE PRICE OR REPLACEMENT OF PRODUCT. IN NO EVENT SHALL LANDUS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

8.2 LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY IN TORT, CONTRACT OR OTHERWISE, SHALL EITHER PARTY (INCLUDING THE AFFILIATES THEREOF) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY

CHARACTER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR LOST PRODUCTS, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BOTH PARTIES AGREE THAT IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

8.3 ALLOCATION OF RISK. CUSTOMER AGREES THAT THE DISCLAIMER OF WARRANTIES, LIMITATIONS ON LIABILITY, AND INDEMNITY PROVISIONS SET FORTH IN THIS AGREEMENT REPRESENT AN AGREED UPON ALLOCATION OF RISK BETWEEN CUSTOMER AND LANDUS AND FORM AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH LANDUS WOULD NOT ENTER INTO THIS AGREEMENT.

8.4 Warranty by Customer. Customer represents and warrants that it is engaged in commercial agricultural or business operations and that all goods and services purchased from Landus are for commercial or agricultural purposes and not for personal, family, or household use. Customer further acknowledges that it is a “merchant” as defined under the Uniform Commercial Code with respect to transactions covered by this Services Agreement.

8.5 Cross Default. Breach or default by Customer of any Contract between Landus and Customer may, at Landus’ option and upon written notice, cause all Contracts, or any combination thereof, between Landus and Customer to be considered in default or breach.

8.6 Changes to These Terms and Conditions. Landus may amend this Agreement upon written notice to Customer. Any amendment shall apply prospectively to contracts entered into after the effective date of the amendment unless otherwise agreed in writing by the parties. Continued business after notice shall constitute acceptance of the revised terms. These Terms and Conditions were last revised on March 3, 2026.

8.7 Delegation of Authority of Customer. The Customer hereby represents and warrants to Landus that all Authorized Users are duly authorized to act as its agent on all matters relating to transacting business with Landus, except for executing or terminating this Agreement. Without limiting the generality of the foregoing, the Customer represents and warrants to Landus that each Authorized User is duly authorized to enter into binding contracts (except for this Agreement), designate other Authorized Users, and receive notices on its behalf. If the Customer wishes to replace, add, or remove an Authorized User, a representative of the Customer must contact the Customer’s local Landus office for assistance, and the Customer may be required to execute a document naming the new Authorized User and/or removing Authorized Users before a change is made.

Responsibility for Password Security. The Customer shall implement commercially reasonable administrative, contractual, physical and technical measures to ensure the security and confidentiality of its Authorized Users’ User Identities. The Authorized Users also agree that each shall take commercially reasonable measures to safeguard the confidentiality and security of their User Identities.

8.8 Responsibility for Activities of Individuals Accessing Portal. Landus shall have the right to assume that any individual accessing or using the Landus Online Portal under a given User Identity is the individual associated with that User Identity. The Customer is entirely responsible for the activities of anyone using a User Identity issued to one of its Authorized Users, whether or not the Customer authorized the activities or the use of User Identity. Without limiting the generality of

the foregoing, if an individual accesses the Landus Online Portal and initiates and/or executes a Contract using a User Identity issued to one of the Customer's Authorized Users, the Customer shall be legally bound by the actions of such individual and/or the terms of that Contract, even if that individual was not actually authorized to do so.

- 8.9 Hierarchy of Agreements.** In the event of any conflict between this Agreement and the Landus Website Terms of Use or Privacy Policy, this Agreement shall control with respect to any commercial transaction, including Grain Contracts, Agronomy Contracts and Electronic Contracts.
- 8.10 Right to Deny Access.** Landus reserves the right to (a) deactivate any User Identity; (b) require Authorized Users to change their User Identities; and (c) deny, limit or terminate access to the Landus Online Portal, or any portion thereof, at any time, as necessary or advisable to protect the security and integrity of the Landus Online Portal. Whenever Landus is able to do so without compromising the security or integrity of the Service (or any criminal or civil investigation), Landus shall notify the Customer and Authorized User(s) by email or through the Landus Online Portal before taking such action. If Landus determines, in its reasonable business judgment, that it is advisable to take immediate action, without prior notice to the Customer or Authorized User, Landus shall notify the Customer and Authorized User(s) by email as soon as reasonably practicable of its action and the reason for the action.
- 8.11 Right to Modify or Discontinue Service.** Landus reserves, and Customer agrees that Landus has the right, in its sole and absolute discretion, (a) to suspend or modify the features, functionality and performance of the Landus Online Portal at any time and without notice, (b) to discontinue its business offerings at any time, and (c) to decline to do business with Customer.
- 8.12 Indemnification.** The Customer shall indemnify, defend, and hold Landus and its Affiliates, and its and their respective directors, officers, employees and agents, licensors and service providers, harmless from and against any claims, demands, causes of action, damages, losses, liabilities, costs or expenses, including, without limitation, reasonable attorneys' fees and costs of suit, arising out of or in connection with the Customer's and/or its Authorized User's use or misuse of the Landus Online Portal or breach of this Agreement, or any contract or agreement incorporated in the Agreement by reference.
- 8.13 Relationship of the Parties.** Landus, the Customer and the Authorized Users each agree that each of them is an independent contractor in the performance of each and every part of this Agreement. Nothing in this Agreement shall be construed to entitle either the Customer or any Authorized User to be a representative, agent, employee, partner, franchise or joint ventures of Landus.
- 8.14 Right to Subcontract Services.** Landus reserves the right to use third-party service providers to provide all or part of the products, services, or the Landus Online Portal. Landus shall remain responsible, however, for the proper performance of all of its obligations under this Agreement, whether Landus performs its obligations directly or through a subcontractor.
- 8.15 Parties Bound by Agreement; Assignment.** The terms, conditions and obligations of this Agreement shall inure to the benefit of and be binding upon Landus, the Customer, and the Authorized Users, and their permitted successors and assigns. The Customer and the Authorized Users shall not assign any part of this Agreement to any Third-Party.
- 8.16 Force Majeure.** Neither Landus nor its Affiliates, nor its and their respective directors, officers, employees, agents, licensors or service providers, shall be liable to the Customer nor any Authorized User for any failure or delay in performance caused by reasons beyond their reasonable control, including, but not limited to, acts of God, acts of any governmental authority, strikes or

labor disputes, acts of war or terrorism, fire, severe weather or natural disasters, epidemics, supply chain disruptions, transportation delays, government trade restrictions or other similar events. Without limiting the foregoing, neither Landus nor its Affiliates, nor its or their respective directors, officers, employees, agents, licensors or service providers, shall be liable for any loss or unavailability of the Products, Services, or the Landus Online Portal that results from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment, computer viruses, unauthorized access, theft, operator errors, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, or other similar events.

8.17 Notices. Except as expressly stated in this Agreement, all notices required to be given under this Agreement shall be given in writing and delivered by 1) national overnight courier, 2) by registered or certified mail, postage prepaid, 3) hand delivered or 4) via electronic mail with confirmation of receipt. Notices shall be deemed received on the next business day if sent by national overnight courier, within three business days if sent by certified or registered mail, upon receipt if hand delivered and upon receipt of confirmation if via electronic mail. Written notices, if to the Customer, shall be sent to the Customer at the address set forth on this Agreement. Notices, if to Landus, shall be sent to the Landus Corporate Headquarters. Email notices to the Customer or Authorized User(s) shall be provided to the Customer at the email address set forth above and will be deemed given when sent. Email notices to Landus may be sent to communications@landus.ag.arb

8.18 Entire Agreement. This Agreement, together with the documents referenced in this Agreement, constitutes the complete and exclusive statement of the agreement between Customer and Landus. This Agreement supersedes all prior or contemporaneous oral or written communications, contracts, agreements, understandings, or representation of Customer and Landus with respect to the subject of this Agreement whether between them or between one party hereto and an affiliate of the other party.

8.19 Miscellaneous. As used in this Agreement, the term “including” means “including, but not limited to.” A party’s failure at any time to require performance of any provision of this Agreement or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by either party of any breach of any provision of this Agreement or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed by and in accordance with the laws of the State of Iowa, without reference to its conflict of laws principles. All actions or proceedings arising out of or relating to this Agreement, its validity, performance, enforcement, or breach, or the subject matter of this Agreement shall be venued exclusively in state or federal court in Polk County, Iowa, and Landus, the Customer and each Authorized User hereby irrevocably consent and submit themselves to the personal jurisdiction of said courts for all such purposes. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise. If any of the terms of this Agreement conflict with any document referenced by this Agreement, the conflicting terms of this Agreement shall govern, but only with respect to the subject matter hereof.