



THANK YOU FOR YOUR INTEREST IN PURCHASING THE NUTRAFIX™ PRODUCT FROM NW GEOSYNTHETICS, INC. DBA ACF WEST, INC. (“ACF”). THE NUTRAFIX™ PRODUCT YOU ARE PURCHASING IS PATENTED OR PATENT-PENDING BY EDAPHIX™ AND UNDER LICENSE TO ACF. THE NUTRAFIX™ PRODUCT IS PROTECTED UNDER U.S. INTELLECTUAL PROPERTY LAW AND BY CONTRACT. THIS MEANS YOU ARE PROHIBITED FROM REVERSE ENGINEERING OR REVERSE ASSEMBLING THE NUTRAFIX™ PRODUCT. THIS ALSO MEANS YOU ARE PROHIBITED FROM ANALYZING THE COMPOSITION OF MATTER CONTAINED WITHIN THE NUTRAFIX™ PRODUCT BAG. YOU MAY ONLY USE THE NUTRAFIX™ PRODUCT ON RANGELAND FOR RANGELAND IMPROVEMENT. ALL OTHER USE IS STRICTLY PROHIBITED, INCLUDING WITHOUT LIMITATION, ANY USE ON TURF GRASS OR CROPLANDS. THE NUTRAFIX™ PRODUCT IS INTENDED ONLY TO IMPROVE RANGELAND HEALTH AND IS NOT A WEED KILLER OR HERBICIDE.

YOUR AGREEMENT TO THE TERMS BELOW IS REQUIRED TO PURCHASE AND USE THE NUTRAFIX™ PRODUCT. THIS AGREEMENT IS IN ADDITION TO ACF’S STANDARD TERMS AND CONDITIONS OF SALE (“ACF STANDARD TERMS”). BY CLICKING ON THE “I ACCEPT” BUTTON BELOW, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH ACF, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE PURCHASER, AND TO BIND THAT ENTITY TO THIS AGREEMENT. THE TERM “YOU” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE PURCHASER. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT PURCHASE NUTRAFIX™ PRODUCT FROM ACF.**

1. Definitions. The following capitalized terms shall have the meaning set forth below:
  - a. “Agreement” shall mean this Technology Use Agreement and the then current Product Use Guide which is incorporated herein by reference.
  - b. “Edaphix” shall mean Edaphix, LLC and its affiliates.
  - c. “Edaphix Technology” shall mean the proprietary fertilizer and soil amendment technology that is covered by the Licensed Rights and further described in the Product Use Guide.
  - d. “Licensed Rights” shall mean the patents and know-how controlled by Edaphix and licensed by Edaphix to ACF that cover the Edaphix Technology. The patents within the Licensed Rights are published at [www.edaphix.com/patents](http://www.edaphix.com/patents), as may be updated from time to time.
  - e. “Product Use Guide” shall mean the guide published at [www.edaphix.com/ProductUseGuide](http://www.edaphix.com/ProductUseGuide) that describes, among other things, the use of the NUTRAFIX™ Product and Edaphix Technology, and that may be updated from time to time.
  - f. NUTRAFIX™ Product” shall mean the applicable fertilizer product containing Edaphix Technology specified on the applicable purchase order or sales quotation provided by ACF and further described in the Product Use Guide.
2. Limited License. Upon acceptance by ACF of this Agreement, unaltered and duly executed by You, ACF hereby grants, and You hereby accept, a limited, non-transferable, revocable, non-exclusive license by ACF under the Licensed Rights solely to (a) purchase the NUTRAFIX™ Product from ACF and (b) to use the NUTRAFIX™ Product for a single use as a fertilizer in the United States of America, all in accordance with, and subject to, the terms and conditions of this Agreement. You acknowledges and agree that the limited license granted herein does not convey or otherwise transfer any ownership rights in or to the Licensed Rights. You agree that You shall not, nor shall You cause or permit any affiliate, employee or agent to, use or practice, directly or indirectly, any of the Licensed Rights outside the scope of the license granted herein or for any purposes other than those expressly permitted by this Agreement.



ACF West, Inc. is a DBA name for NW Geosynthetics, Inc.

3. **Product Use.** You will use the NUTRAFIX™ Product at all times in compliance with this Agreement and in compliance with all applicable laws and regulations. You will not sell or otherwise transfer to any third party the NUTRAFIX™ Product or any of its components, whether alone or in combination with other items or components. You will not, nor will You allow any third party to: (a) reverse engineer, disassemble, or reverse-assemble the NUTRAFIX™ Product; (b) separate, extract, or isolate components of the NUTRAFIX™ Product; or (c) subject the NUTRAFIX™ Product or components thereof to any analysis not authorized by ACF in writing.
4. **Data Use.** You hereby consent to the collection of Your data related to Your use of the NUTRAFIX™ Product and grant to ACF the right to disclose such data to Edaphix for use in connection with making improvements to the NUTRAFIX™ Product and other products containing Edaphix Technology.
5. **Limited Warranty.** ACF warrants that the Edaphix Technology contained in the NUTRAFIX™ Product conforms to the written description in the Product Use Guide. This warranty will not be effective if ACF determines that You have misused the NUTRAFIX™ Product in violation of this Agreement. Your sole recourse, and ACF's sole obligation, for any warranty claim made by You hereunder is to issue a refund for the purchase price of the non-conforming NUTRAFIX™ Product. ACF MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY), INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT, WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
6. **Limitations of Liability.** TO THE EXTENT PERMITTED BY LAW, ACF SHALL NOT BE LIABLE, UNDER ANY LEGAL THEORY (CONTRACT, TORT, PRODUCTS LIABILITY OR OTHERWISE), FOR: (A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WHETHER FORESEEABLE OR NOT, IN ANY WAY RELATED TO THESE TERMS EVEN IF ACF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) CUMULATIVE LIABILITY IN EXCESS OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT PURSUANT TO WHICH SUCH LIABILITY OR DAMAGES AROSE. THE LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN SHALL APPLY TO ALL CLAIMS OF EVERY KIND. You acknowledge that the foregoing limitations are an essential element of this Agreement and that in the absence of such limitations, the pricing and other terms set forth in this Agreement would be substantially different.
7. **Termination.** You or ACF may terminate this Agreement at any time for any reason by sending notice of termination to the other in accordance with this Agreement. Upon any termination of this Agreement, (a) the license granted to You hereunder shall terminate, (b) You shall cease the use of the NUTRAFIX™ Product and (c) You shall return to ACF, or destroy, any remaining NUTRAFIX™ Product in Your possession or control at Your own expense.
8. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Montana without regard to its choice of law provisions. You and ACF irrevocably consent to the exclusive jurisdiction of the federal courts (or if such courts do not have subject matter jurisdiction, the state courts) sitting in the county of Silver Bow, Montana, for the purposes of any suit, action, or other proceeding arising out of this Agreement or out of any transaction contemplated hereby. You and ACF agree to commence any such action, suit, or proceeding in such federal courts (or if such courts do not have subject matter jurisdiction, the state courts). You and ACF irrevocably and unconditionally waive any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts. Any dispute arising out of or relating to this Agreement may only be brought on an individual basis, and may not be resolved on behalf of a class, as a private attorney-general, or in any other representative capacity. You shall not participate in or collect payment as a result of any class, collective, or other representative action of any kind against ACF. You agree that ACF and Edaphix shall be entitled to recover any costs or expenses, including, but not limited to, court costs or reasonable attorneys' fees, it incurs in enforcing its rights under this Agreement. You and ACF unconditionally waive any right to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to this Agreement.
9. **Third Party Beneficiary.** You acknowledge that the Licensed Rights licensed hereunder are owned or controlled by Edaphix. You agree that Edaphix shall be a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions of this Agreement as if it were a party hereto.



10. Updates to this Agreement. You acknowledge and agree that ACF may update this Agreement (including the Product Use Guide) from time to time by publishing such updates at [www.acfwest.com](http://www.acfwest.com) (such updates, collectively "Update Notices"). ACF shall provide You with notice of such updates at Your email address or physical address specified on the provided purchase order or sales quotation, as applicable, or such other address as You may provide in writing in accordance with Section 11 below. Your receipt of such notice and continued use of the NUTRIFIX™ Product shall constitute Your acceptance of, and agreement to be bound by, the provisions of such updated Agreement. In the event of any conflict between any Update Notices and this Agreement, the most recent Update Notice shall control. In the event of any conflict between this Technology Use Agreement and the Product Use Guide, this Technology Use Agreement shall control.
  
11. Other Terms. This Agreement, along with the ACF Standard Terms which are hereby incorporated by reference, constitutes the entire agreement between You and ACF regarding the sale and use of NUTRIFIX™ Product and Edaphix Technology and supersedes all prior and contemporaneous agreements and understandings between You and ACF with respect to the NUTRIFIX™ Product and Edaphix Technology. In the event of any conflict between this Agreement and the ACF Standard Terms, this Agreement shall control with respect to the use of the NUTRIFIX™ Product and Edaphix Technology. If any provision in this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect. The failure of ACF to exercise one or more of its rights under this Agreement on one or more occasions shall not be deemed a waiver to exercise such right(s) on one or more subsequent occasions. You may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of ACF. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate party at the address specified on the first page hereof or such other address as may be specified by such party in writing in accordance with this section, and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or a reputable courier service, (b) one (1) business day after sent by email or (c) five (5) business days after mailing, if mailed by first class certified, postage prepaid, return receipt requested. You agree that should any information provided to ACF herein change, You will promptly notify ACF. Except as explicitly set forth in this Agreement, ACF shall not be deemed by estoppel or implication to have granted You any license or other right to any intellectual property of ACF and all rights not otherwise expressly granted hereunder by ACF shall be retained by ACF. You and ACF shall act solely as independent contractors, and nothing in this Agreement shall be construed to give either You or ACF the power or authority to act for, bind, or commit the other in any way. Nothing herein shall be construed to create the relationship of partners, principal and agent, or joint-venture partners between You and ACF.