

CLIMATE SMART GROWER PROGRAM AGREEMENT

THIS CLIMATE SMART GROWER PROGRAM AGREEMENT (the “**Agreement**”) is entered into effective as of the date set forth below (the “**Effective Date**”) by and between Gevo, Inc., a Delaware corporation (“**Gevo**”), and the party or parties identified below (“**Farmer**”). Gevo and Farmer are sometimes referred to individually as a “**Party**,” and collectively as the “**Parties**.”

Farmer Name(s): Jurisdiction of Incorporation/Organization (or state of residence if Farmer is not a company):	<hr/> <hr/>
Contact/Title: Phone: Email:	<hr/> <hr/> <hr/>
Farm Name (“Farm”): Farm Address:	<hr/> <hr/>
Effective Date: Initial Crop Year:	<hr/> <hr/>

This Agreement, the attached Terms and Conditions and all exhibits and schedules attached thereto, all of which are incorporated herein and made a part hereof, sets forth the entire terms and conditions under which Gevo will provide, and Farmer will participate in, the ‘Climate-Smart, Farm-to-Flight’ program. FARMER HAS READ AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE TERMS CONTAINED ON THE FOLLOWING PAGES HEREOF, AS OF THE EFFECTIVE DATE.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the Effective Date.

Gevo, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Farmer

By: _____

Name: _____

Title: _____

Date: _____

Notice Address:

345 Inverness Drive South
 Building C, Suite 310
 Englewood, CO 80112

Notice Address:

CLIMATE SMART GROWER PROGRAM AGREEMENT TERMS AND CONDITIONS

In consideration of the mutual covenants exchanged herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

1.1. “**Climate-Smart Farming Practices**” means the farming practices that are expected to sequester, remove, or reduce greenhouse gases (“**GHGs**”), improve soil health, enhance biodiversity, or achieve other positive environmental outcomes, and may include but is not limited to management tillage, biological microbials, livestock grazing, strip-tillage, cover crop rotations, no post-harvest removal, no-tillage, soil amendments, or nutrient management.

1.2. “**Crop Year**” means the end of harvest in the preceding calendar year through the end of harvest in the subsequent calendar year.

1.3. “**Data**” means any data, content or information submitted, inputted or provided by Farmer to the Verity Platform or otherwise provided to Gevo or a third party verifier, including via mobile device(s) and other third party equipment, regarding the Enrolled Acres (e.g., business operations, field locations, maps and boundaries, energy inputs fertilizer and pesticide usage, crop yields and losses, or climatic and weather conditions) in connection with this Agreement or the Program.

1.4. “**Environmental Attributes**” means, collectively, (a) GHG emission reduction or removal, recognized in any form, including, Reductions and Credits, as applicable; (b) any and all credits, certificates, claims, benefits, offsets, insets, reductions, reporting or marketing rights, identifiers, or transferable, tradable, or monetizable environmental instruments or commodities or any other indicia of environmental benefit, protection, improvement, restoration, or positive outcome, including, those in connection with the protection, improvement, or restoration of, or avoided negative impacts or insults to, the climate, air, soil, water, ecosystems, biodiversity, wetlands, or watersheds, or the provision of ecosystem services or nature-based solutions, or the creation of ecosystem or ecological assets, howsoever entitled, arising from, associated with, or in connection with the Climate-Smart Farming Practices, including, in connection with (i) the production lifecycle of the crops produced with the Climate-Smart Farming Practices, including post-harvest activities of the crops; (ii) the planning, implementation, utilization, maintenance, and outcomes of the Climate-Smart Farming Practices; (iii) the beneficial carbon-intensity of the crops; and (iv) the beneficial changes to the Enrolled Acres (defined below), associated ecosystems, or the environment; and (c) any attributes that may be generated, originated, issued, allocated, distributed, granted, approved, recognized, created, or arise generally in the past, present, or future through any law or regulation, program or agreement, or voluntary standard, protocol, certification, methodology, or attestation, including, Reductions and Credits, as applicable, as well as any direct, indirect, or avoided reductions or removals of (i) pollutants to the air, land, soil, or water; or (ii) GHGs that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to climate change.

1.5. “**Gevo**” means Gevo, Inc., a Delaware corporation.

1.6. “**Initial Crop Year**” means the Crop Year identified on the first page of the Agreement.

1.7. “**Program**” means Gevo’s ‘Climate-Smart, Farm-to-Flight’ program focused on incentivizing the adoption of Climate-Smart Farming Practices by U.S. farmers to grow low carbon-intensity crops.

1.8. “**Reductions and Credits**” means verified or voluntary emission reductions; carbon credits or offsets; carbon removal credits or offsets; carbon co-benefits; carbon insets; GHG inventory scope reductions or offsets; beneficial carbon-intensity, carbon-related certificates; carbon-related digital tokens; other digital certificates or distributed ledger technology-based mechanisms used to track environmental attributes; renewable energy certificates or credits; renewable thermal certificates; clean energy certificates or credits; green tags; renewable energy generation information system certificates; renewable identification numbers or credits under any renewable fuels standard (e.g., the federal RFS2); reductions or credits under any low-carbon or clean fuel standard (e.g., the California Low-Carbon Fuel Standard and the Oregon Clean Fuels Program) or under the International Civil Aviation Organization’s Carbon Offsetting and Reduction Scheme for International Aviation; or any other credits, allowances, emission rights, and authorizations under any law or regulation, or

any emission reduction or tracking registry, trading system, or reporting or reduction program for GHG emissions that is established, certified, maintained, or recognized by any international, governmental, or non-governmental agency.

1.9. **“Verity Agreement”** means the Verity Tracking Subscription Agreement attached hereto as **Exhibit C**.

1.10. **“Verity Platform”** means the Verity Tracking software as a service platform.

2. **Commodity Purchases**. Gevo and Farmer will agree from time to time on the purchase of corn (and potentially the environmental attributes linked thereto) from Enrolled Acres, using applicable Gevo purchase agreement contracts, on Gevo’s current market terms.

3. **Program Enrollment and Requirements**.

3.1. **Eligibility**. During the Term (defined below), Farmer may only enroll Farm acreage (“**Enrolled Acres**”) in the Program that are not enrolled in any other Climate-Smart Farming Practices program provided by a third-party. For clarity, this means that while this Agreement is in effect:

3.1.1. Farmer may not participate in other regenerative, carbon, or sustainable farming practice transactions, projects, or programs for the implementation of farming practices equivalent, or similar, to the Climate-Smart Farming Practices, or any transactions, projects, or programs similar to the Program, on or in the Enrolled Acres;

3.1.2. Farmer may not receive multiple U.S. Department of Agriculture (“**USDA**”) or other U.S. state or federal program payments for the same practice (including the Climate-Smart Farming Practices) on the Enrolled Acres; and

3.1.3. Farmer must be, and remain, eligible to participate in Farm Service Agency programs.

3.2. **Acknowledgment; USDA Compliance**. Farmer acknowledges the Program is partially funded through a federal grant (“**Grant**”) and Grant funds will be used to pay the Reimbursements. Throughout the Term, Farmer will comply with all applicable USDA requirements to be, and remain, eligible to participate in the Program and to receive Reimbursements (defined below).

3.3. **Verity Agreement; Enrollment**. Farmer hereby accepts and agrees to the terms and conditions of the Verity Agreement. In order to enroll in the Program, Farmer must: (a) upload the Geographic Information System (“**GIS**”) and geospatial boundary files associated with the Enrolled Acres to the Verity Platform, and (b) provide, submit and upload all other necessary Data requested via the Verity Platform or otherwise reasonably requested by Gevo applicable to the Enrolled Acres.

3.4. **Climate-Smart Farming Practices**. Farmer will notify Gevo if any of the Climate-Smart Farming Practices in the Enrolled Acre’s initial crop plan have been used at the Farm in the four (4) calendar years predating the Effective Date. Farmer acknowledges and agrees that in the absence of any such notice, the Climate-Smart Farming Practices implemented pursuant to the Program are new or additional practices for such Enrolled Acres.

3.5. **Requirements**. Farmer must comply with the following requirements to receive Reimbursements (defined below) of eligible expenses. Farmer will: (a) implement, utilize, and maintain the Climate-Smart Farming Practices identified in the crop plan when growing the crop on the Enrolled Acres during the Crop Year, (b) collect and maintain necessary Data either in the Verity Platform pursuant to the terms of the Verity Agreement or as requested otherwise by Gevo, (c) provide Gevo or a third party verifier with (i) access to the Enrolled Acres and Farm for the purposes of this Agreement and (ii) any additional and reasonably requested data or information necessary to verify Farmer’s compliance with the Program or this Agreement, and (d) comply with the terms of this Agreement, the Verity Agreement, USDA eligibility requirements and farming practice guidelines, and any other reasonable Program requirements Gevo may present from time to time.

3.6. **Attestation**. For the Enrolled Acres where Farmer successfully implemented, utilized, and maintained Climate-Smart Farming Practices, Farmer will submit a separate attestation for each crop to Gevo at support@veritytracking.com within thirty (30) days following the end of the Crop Year or by such other method and timeframe as may be reasonably

requested by Gevo. Gevo or a designated third-party verifier will review each attestation to confirm Farmer's successful application of Climate-Smart Farming Practices on or with the Enrolled Acres (or portion thereof) identified in such attestation; any Enrolled Acres (or portion thereof) verified by Gevo or a designated third party verifier as meeting Program requirements become "**Verified Acres**" for such Crop Year.

3.7. Data Ownership. Farmer owns all of its Data. Farmer licenses to Gevo certain rights in the Data as set forth in the Verity Agreement, which contains all other terms regarding how Data is used and processed. Gevo will use commercially reasonable efforts to maintain reasonable administrative, physical, and technical safeguards designed to prevent unauthorized access, use or disclosure of any non-public or proprietary information disclosed by Farmer to Gevo under this Agreement that is marked as "confidential" at the time of disclosure.

3.8. Authorization to Release Information. Farmer acknowledges that in order to participate in the Program, Gevo may need to share information with the USDA and other third parties, including, but not limited to, documents and information for Gevo to determine Farmer's eligibility to receive federal funds and compliance with conservation requirements. Farmer agrees that it shall, at the request of Gevo, execute and provide the form attached hereto as **Exhibit B** or such other necessary forms serving similar purposes to Gevo to provide to the USDA or other third-parties.

4. Reimbursements.

4.1. Reimbursements. On a quarterly basis, **Gevo** will calculate the applicable amounts reflecting Farmer's reimbursable expenses permitted under the Grant in accordance with **Exhibit A** (which Gevo may update for each Crop Year) and this Agreement (the "**Reimbursement(s)**"). Following such calculation, Gevo will submit a reimbursement request to the USDA seeking payment for the applicable Reimbursement amount; within seven (7) business days of Gevo's receipt of such Reimbursement payment by the USDA, Gevo will pay the Farmer such Reimbursements. The accrual and payment of Reimbursements are contingent upon the Farmer's compliance with all USDA requirements, this Agreement, the Verity Agreement and all other Program-related policies. Farmer is solely responsible for all taxes payable in connection with the Reimbursements it receives. If Reimbursements are made to Farmer it is later determined that Farmer was not eligible for Reimbursement under Section 2.1, Farmer agrees to return such Reimbursements that it was not eligible for to Gevo.

4.2. Costs. Except as otherwise set forth herein, Farmer's implementation, utilization, and maintenance of any Climate-Smart Growing Practices, its participation in the Program, and its performance of obligations hereunder will be at Farmer's sole cost and expense.

4.3. Force Majeure. Reimbursements owed to Farmer apply notwithstanding a crop failure arising due to accident, fire, flood, earthquake, or other act of God, or other causes beyond the reasonable control of Farmer.

5. Representations and Warranties.

5.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (a) it has the full right, power, and authority to enter into and perform its obligations under this Agreement, (b) the person signing this Agreement on behalf of such Party has the full right, power, and authority to sign this Agreement and to bind such Party to its respective obligations under this Agreement, (c) that the execution, delivery, and performance of this Agreement does not conflict with any other agreement to which such Party is bound, and (d) it will comply with all applicable laws in the performance of its obligations under this Agreement.

5.2. Farmer Warranties. Farmer represents, warrants, and covenants to Gevo that:

5.2.1. Farmer meets the eligibility requirements and will continue to maintain such eligibility and compliance requirements (including maintaining all necessary power, authority, and control of) the Enrolled Acres, throughout the Term;

5.2.2. the Data is accurate and Farmer is not knowingly entering (or permitting to be entered) false, inaccurate, or misleading Data;

5.2.3. Farmer has complied with applicable law in connection with Farmer's collection of Data, including obtaining all consents, rights, and permissions required under applicable law as may be necessary for Gevo or its service providers to process the Data as contemplated by this Agreement;

5.2.4. If Farmer determines that it wants to sell or otherwise monetize the Environmental Attributes arising from, associated with, or in connection with the Climate-Smart Farming Practices used in connection with the crop(s) grown on the Verified Acres, Farmer will enter into a marketing or similar agreement with Gevo to use the Verity Platform for such purposes; and

5.2.5. Farmer shall not market, sell or otherwise monetize the crops grown on the Enrolled Acres using information provided by, or calculated using, the Verity Platform (e.g., estimated carbon intensity scores or reductions without entering into a commercial agreement with Gevo to use the Verity Platform for such purposes.

5.3. DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH UNDER THIS AGREEMENT, GEVO HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, TITLE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTIES IMPLIED FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE.

6. Term and Termination.

6.1. Term. Unless otherwise terminated in accordance with its terms, this Agreement will commence on the Effective Date and continues until the end of the Initial Crop Year (the "**Initial Term**"). Gevo and Farmer agree that at the expiration of the Initial Term or any subsequent renewed term, this Agreement shall be renewed for the next Crop Year on the same terms and conditions as contained in this Agreement, unless written notice is given by one party to the other party of its intention not to renew at least 60 days before the expiration of the Initial Term or any subsequent renewed term. Upon any renewal under this Section, Gevo may replace **Exhibit A** to this Agreement by providing it in writing to the Farmer. Any such replacement **Exhibit A** shall amend and replace **Exhibit A** attached to this Agreement for such renewed term.

6.2. Termination for Convenience. Gevo may terminate this Agreement for convenience any time after the Crop Year (or any renewal Crop Year) by providing Farmer with written notice. Farmer's sole and exclusive remedy, and Gevo's sole and exclusive liability, for such termination is Gevo's payment of any applicable Reimbursements that have accrued for such Crop Year.

6.3. Termination for Breach or Bankruptcy. Either Party may immediately terminate this Agreement on notice if the other Party defaults in the performance of any of its obligation under this Agreement and such default continues for a period of thirty (30) days after the non-breaching Party has provided written notice thereof. This Agreement will immediately terminate without the necessity of any action being taken by either Party if: (a) either Party becomes bankrupt or insolvent; (b) either Party's board of directors elects to liquidate its assets or dissolve its business; (c) either Party ceases its business operations; (d) either Party makes an assignment for the benefit of creditors; or (e) the business or assets of either Party are otherwise placed in the hands of a receiver, assignee or trustee, whether by voluntary act of the Party concerned or otherwise.

6.4. Effects of Termination. Upon termination or expiration of this Agreement: (a) Farmer will cease to participate in the Program; (b) Gevo will tender payment of all accrued Reimbursements due to Farmer as of the effective date of termination or expiration in accordance with the payment terms of this Agreement; (c) nothing in this Agreement will be construed to release either Party from any obligation that matured prior to the effective date of termination or expiration; and (d) Sections 3, 4, 5, 6, 7, 8, and 9 will survive.

7. Indemnity.

7.1. Farmer will indemnify, hold harmless, and defend Gevo, its affiliates, and their agents, officers, directors, and employees ("**Gevo Entities**") from any and all losses (including reasonable attorneys' fees, penalties, costs, and liabilities of any nature) incurred by any Gevo Entity arising out of or relating to any demand, action, lawsuit, proceeding, judgment,

settlement, appeal, or other post-judgment proceeding by any third party regarding any: (a) a breach of this Agreement by Farmer, its affiliates, and their subsidiaries, agents, officers, directors, and employees (“**Farmer Entities**”); (b) violation of applicable law by a Farmer Entity; or (c) any negligent actions or omissions or willful misconduct by a Farmer Entity in connection with this Agreement.

8. Limitation of Liability.

8.1. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, TREBLE, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING LOST OPPORTUNITIES OR PROFITS, IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. IN NO EVENT WILL THE AGGREGATE LIABILITY OF A GEVO ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, NEGLIGENCE), OR OTHERWISE, EXCEED THE GREATER OF THE AGGREGATE OF THE REIMBURSEMENTS PAID OR PAYABLE TO FARMER UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY OR TEN DOLLARS (\$10). Farmer acknowledges that the exclusions, disclaimers, and limitations of liability set forth in this Agreement are essential components of this Agreement and that Gevo would not enter into this Agreement without these limitations on its liability. These waivers and limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

9. General.

9.1. Notices. Any notice required to be given hereunder will be deemed to have been effectively given only when delivered personally to the applicable Party, or when sent by registered mail or courier, addressed to the applicable Party at its address set forth in the signature page of this Agreement, or at such other address as such Party may hereafter designate as the appropriate address for the receipt of such notice.

9.2. Governing Law. Any dispute arising from this Agreement will be governed by and construed and enforced in accordance with the laws of Delaware, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the Parties that is not subject to arbitration will be resolved in the state or federal courts of Delaware, sitting in New Castle County, Delaware.

9.3. Binding Arbitration; No Class Action. Any dispute arising under or relating in any way to this Agreement will be finally resolved by binding arbitration in accordance with the under the Commercial Arbitration Rules of the American Arbitration Association, with the venue to be Denver, Colorado, or such other location as may be agreed by the Parties; and, the arbitrator for any dispute will be selected according to the Commercial Arbitration Rules of the American Arbitration Association, the award rendered by the arbitrator will be final, will identify a winning Party, and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction thereof. Any dispute arising out of or related to this Agreement, or the Program, is personal to Farmer and Gevo, and any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding. Farmer waives any right to bring any claim or dispute as a representative or member of any class or putative class. The fees and expenses of the arbitrator will be shared by the Parties and the Parties will otherwise bear their own costs and attorneys’ fees. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in connection with any matter based upon or arising out of this Agreement in any forum having proper legal jurisdiction over such matter.

9.4. Entire Agreement. This Agreement, together with the Verity Agreement, reflects the entire agreement between the Parties relating to the Program and subject matter hereof and supersedes all prior agreements, representations, statements, and understandings of the Parties regarding the Program and subject matter hereof. If there is a conflict between this Agreement and the Verity Agreement, the Verity Agreement will control for that conflict to the extent it relates to the Data or Farmer’s use of the Verity Platform. This Agreement may be amended and modified only by a written instrument executed by both Parties. A Party’s failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision.

9.5. Miscellaneous. The Parties are independent contractors; and nothing contained in this Agreement gives either Party the power to act as an agent of the other or to direct or control the day-to-day activities of the other. Farmer may not assign its rights or obligations under this Agreement, whether by merger, acquisition, operation of law, sale, or otherwise, without the written consent of Gevo. Gevo may assign this Agreement or delegate its obligations hereunder without restriction. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the Parties and are not intended to confer third party beneficiary rights upon any other person, company, or entity. Each provision contained in this Agreement constitutes a separate and distinct provision severable from all other provisions. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and all the remaining provisions of this Agreement will remain unimpaired. In this Agreement: (a) the headings are for convenience only and will not affect the meaning or interpretation of this Agreement; (b) the words “herein,” “hereunder,” “hereby”, and similar words refer to this Agreement as a whole (and not to the particular sentence, paragraph, or section where they appear); (c) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise; and (d) “or” is used in the sense of “and/or”; “any” is used in the sense of “any or all”.

EXHIBIT A

Reimbursements

Reimbursement Schedule. All Reimbursements to Farmer will be in accordance with the USDA reimbursement schedule associated with the Grant.

Climate-Smart Farming Practices on the Enrolled Acres (per field)

<p>the following practices to be mented for the upcoming crop year.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Reduced Till <input type="checkbox"/> No Till <input type="checkbox"/> Strip Till <input type="checkbox"/> Manure Use <input type="checkbox"/> Cover Crop <input type="checkbox"/> Soil Biological Microbial <input type="checkbox"/> Biochar <input type="checkbox"/> 4R (right source, right rate, right time and right place) <input type="checkbox"/> EEF (Enhanced Efficiency Fertilizers (nitrification inhibitors, urease inhibitors, slow-release fertilizers) <input type="checkbox"/> Livestock Grazing
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<u>Tier 1-Product</u> <u>Product based Incentive</u>	<u>Tier 2-Practice</u> <u>Intention based Incentive-Climate-Smart Farming Practices</u>	<u>Tier 3-Performace</u> <u>Outcome based - Carbon-Intensity (“CI”) Reductions</u>
<ul style="list-style-type: none"> • Soil biological microbials or bio stimulant: up to \$10/acre • Biochar (from corn stover): up to \$50/acre • Soil genomics testing: up to \$6.50/acre • Upgraded GIS data collection and transfer: up to \$4/acre 	<ul style="list-style-type: none"> • Cover Crops: 3 points • Use of soil microbials/bio stimulants, manure application, green ammonia products, 4R nitrogen management, or implementation of no-till or strip-till: 2 points • Implementation of reduced till, or active livestock grazing: 1 point <p>Point Value Legend: 3 points = \$0.04/bu 4 points = \$0.06/bu 5 points and above = \$0.08/bu</p>	<p>The following amounts are based on per crop-type CI reductions below the National Average:</p> <ul style="list-style-type: none"> • 0 – 5 CI reduction average for all bushels of the crop-type: \$0.08/bu • 5 – 10 CI reduction average for all bushels of the crop-type: \$0.10/bu • 10 – 15 CI reduction average for all bushels of the crop-type: \$0.20/bu • > 15 CI reduction average for all bushels of the crop-type: \$0.22/bu

Payment of the first-tier premium (“Tier 1”) is calculated on a per-acre dollar amount corresponding to Farmer’s successful implementation and performance of Program onboarding activities on the Enrolled Acres, including, increasing soil biological microbial activity, biochar use, soil genomics testing, and upgraded GIS data collection transfer. Payment of the second-tier premium (“Tier 2”) is calculated on a per-bushel dollar amount corresponding to a point system related to the Farmer’s successful implementation, utilization, and maintenance of the Climate-Smart Farming Practices and crop plan, on or in the Enrolled Acres, the harvest volumes and quality specifications of the crops grown thereon and other related outcomes. Payment of the third-tier premium (“Tier 3”) is calculated on a per-bushel dollar amount corresponding to Farmer’s crops harvested and delivered successfully achieving reductions in carbon intensity to certain levels below the Midwest average. Tiers 1, 2, and 3 may stack.

EXHIBIT B

Certification of Identity

Privacy Act Statement. In accordance with 28 CFR Section 166.41 (d) personal data sufficient to identify the individuals submitting request by mail under the Privacy act of 1974, §U.S.C. Section 552a, is required. The purpose of this solicitation is to ensure that the records of individuals who are the subject of United States Department of Agriculture (USDA) systems of records are not wrongfully disclosed by the Department. Failure to furnish this information will result in no action being taken on the request. False information on this form may subject the requester to criminal penalties under 18 U.S.C. Section 1001 and or 5 U.S.C. Section 552a(i)(3).

Full Name of Individual of whom the applicable record(s) pertain, which is the grantor of the consent to disclose records:

Grantor 1* _____
Current Address: _____

Last four digits of Grantor's Social Security Number: 2 * _____

Authorization to Release Information to a Third Party

This section is to be completed by the individual (grantor) who is authorizing Farm Service Agency (FSA) information related to himself or herself to be released to a Third Party. Further, pursuant to 5 U.S.C. 552a(b).

Gevo Inc. for the applicable program year(s) specified 2024, 2025, 2026
Print or type Name of Third Party Recipient program year(s)

FSA/CCC (Commodity Credit Corporation) current program records as specified: *Please check applicable box(s)*

- CCC-902 and determination of program eligibility status
- CCC-502 and determination of program eligibility status
- DCP program contract data/payment amounts
- Conservation Reserve Program contract acre, practice, rental rate
- Farm data contained on the FSA-156 EZ
- AD-1026A and determination of classification
- FSA-578 producer print and associated maps
- Applicable CLU data/Aerial Photo
- NAP Contract Data/Notice of Loss
- Disclosure of the FSA program document or producer/farm information as specified below:
- Commodity/bushels under loan and payment records
- Farm stored facility loan balance and status information
- Farm ownership/operator and lease arrangements
- FLP – Loan Balances and status information
- FLP – Cash Flow Statement
- FLP – Current Balance Sheet
- FLP history – Balance sheet, income, expense, production
- SURE contract data/payments
- ACRE contract data/production evidence/payments

AD-2047, Subsidiary Print, GIS shapefiles

Applicable to the farm numbers as specified: All My Farms specific farm number (s) _____

I (do / do not) want a copy of the information that is provided to the recipient prior to disclosure.
Please circle

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that I am the person named above, and I understand that any falsification of this statement is punishable under the provisions of 18 U.S.C. 1001 by a fine of not more than \$10,000 or by imprisonment of not more than five years or both, and that requesting or obtaining any record(s) under false pretenses is punishable under the provisions of 5 U.S.C. 552a(i)(3) by a fine of not more than \$5000.

Signature 3* _____ Date _____

- *****
- 1* Name of individual who is granting disclosure of his/her records.
 - 2* You are asked to provide the last four digits of your social security number only to facilitate the identification of the records related to you.
 - 3* Signature of individual (Grantor).

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Suggestions for reducing this burden may be submitted to the Office of Information and Regulatory Affairs, Office of Management and Budget, Public Use Reports Project (1103-0016), Washington, DC 20503

EXHIBIT C
VERITY TRACKING SUBSCRIPTION AGREEMENT

Last Updated: September 14, 2023

This Verity Tracking Subscription Agreement constitutes a legal agreement (“**Agreement**”) by and between you (“**Customer**”, “**you**”, or “**your**”) and Gevo, Inc. (“**Gevo**” or “**we**”). Gevo and Customer are referred to individually as a “**Party**” (collectively, “**Parties**”).

Your use of Verity Tracking software as a service platform and the website located at veritytracking.com (or any successor links) (the “**Site**”) (collectively, the “**Services**”), is subject to this Agreement. By clicking “Accept” or by using the Services, you agree to this Agreement, including the mandatory arbitration provision in [Section 11.5](#). THIS AGREEMENT LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE AND REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT USE THE SERVICES.

We may make changes to this Agreement from time to time. We will provide you with notice of such changes, such as by sending an email, providing a notice through the Services, or updating the date at the top of this Agreement. Unless we say otherwise in such notice, the amended Agreement will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Agreement at any time, you must stop using our Services. If you have any questions about this Agreement or the Services, please contact Gevo at support@veritytracking.com.

1. YOUR INFORMATION

1.1. Generally. You may provide certain information to Gevo in connection with your access or use of the Services, or we may otherwise collect certain information about you when you access or use the Services. You may receive emails and other types of communication from Gevo via the Services using the email address or other contact information you provide in connection with the Services.

1.2. Personal Information. Gevo may collect, use, share, and otherwise process personal information in providing the Services. For information about how we collect, use, share, and otherwise process personal information about you when using the Services or Verity Materials (including creating your account, setting up Authorized Users in your organization, or storing, accessing, or downloading Reports), please see Gevo’s Privacy Policy at <http://www.veritytracking.com/privacy> (the “**Privacy Policy**”). The Privacy Policy also explains the ways you can control your personal information; you may also be able to control other preferences and settings accessible within your Account (defined below).

2. ELIGIBILITY AND USE RESTRICTIONS

2.1. Authorization. The Services are for your internal business use. By accessing or otherwise using the Services, you represent and warrant that you are acting for your business purposes, and you agree to be bound by this Agreement. If you use the Services on behalf of another person or entity, (a) all references to “you” throughout this Agreement will include that person or entity, (b) you represent that you are authorized to accept this Agreement on that person’s or entity’s behalf, and (c) you are agreeing to these Terms on behalf of yourself and that person or entity, and (d) in the event you or that person or entity violates this Agreement, that person or entity also agrees to be responsible to Gevo.

2.2. Jurisdiction. You may only use the Services in jurisdictions authorized by Gevo. Use of the Services is currently authorized only in the United States.

2.3. Authorized Users. The Services are provided to you only for your internal business use and not for the benefit or use of any third party. Gevo may enable you to designate authorized individuals associated with your business (“**Authorized User(s)**”) to use the Services, and only Authorized Users may use the Services. You will be solely responsible for your Authorized Users and their activity in connection with the Services.

3. ACCOUNTS

3.1. Accounts. Gevo will provide you with account credentials, or you must create accounts, for you and your Authorized Users to access and use the Services (each, an “**Account**”). For Account creation, you will be asked to provide certain information about you and your business and your Authorized Users, such as your name, your Authorized Users’ names, your business address, you and your Authorized Users’ email addresses, or other user information (“**Account Information**”). By providing or entering Account Information, you represent and warrant that all such information you enter is true and accurate, and you will keep the information up to date if it changes at any time during the term of this Agreement. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claim, including trademark rights, in those usernames.

3.2. Account Credentials. You will ensure that you and your Authorized Users (a) keep Account username and password details confidential and (b) otherwise maintain the security of each Account created for you and your Authorized Users. If you discover or suspect that someone has accessed your or of one of your Authorized Users’ Accounts without permission, you will promptly notify Gevo. You are solely responsible for (i) the activities of anyone accessing the Services using your or your Authorized Users’ login credentials and (ii) ensuring that all your Authorized Users comply with this Agreement. You will permit only the maximum number of Authorized Users identified in the Site to access or utilize the Services.

4. SERVICES

4.1. Scope. The Services enable you to organize and evaluate data, content, or other information provided, uploaded, or inputted by you and your Authorized Users, including via mobile device(s) and other third party equipment, including information about your business operations, such as field locations (whether owned or leased, or where you have any other right to use or operate), maps and boundaries, energy inputs, fertilizer and pesticide usage, crop yields and losses, or climactic and weather conditions (“**Customer Data**”). The Services provide information, analyses, results, or other reports (“**Reports**”) based on Customer Data, Third Party Content (defined below), and models. The Services, including any Reports, may change over time and are for informational purposes only. Individual results may vary, as weather, growing conditions and farming practices differ across growers, locations, and time. Gevo does not guarantee any results, and neither the Services nor the Verity Materials should be used as a substitute for sound farming practices, including regular and diligent field monitoring, or as the sole means for making farming, risk management or financial decisions. You should consult your agronomist, commodities broker, and other service professionals before making financial, risk management, and farming decisions.

4.2. Access and Use Rights. Subject to your continuing compliance with this Agreement: (a) Gevo will: (i) provide the Services to you and each Authorized User; and (ii) provide you with administrative access to the Services to manage use of the Services by Authorized Users; and, (b) you and your Authorized Users may, on a non-exclusive basis, (i) access and use the Services and Verity Materials (defined below); and (ii) create, store, access, download, and share any Reports made available by the Services, in each case, solely for your internal business purposes.

4.3. Ownership. Gevo and its licensors own all rights, title, and interest, including all intellectual property rights, in and to (a) the Services and any program or marketing materials provided by Gevo to you via the Services, and (b) any works generated by or through

the Services, including Deidentified or Aggregated Data (defined below), Reports and any other information generated, published, displayed, transmitted, or made available to you in or by the Services, excluding any Customer Data or Third Party Content (collectively, “*Verity Materials*”), and are protected under both United States and foreign laws. Except as explicitly stated in this Agreement, all rights in and to the Services and Verity Materials, including all intellectual property rights therein and thereto, are reserved by Gevo and its licensors.

4.4. Restrictions. Except as permitted herein, you will not (and you will not permit any Authorized User or other third party to):

- (a) sell or resell the Services or the Verity Materials or any portions thereof;
- (b) copy, reproduce, distribute, publicly perform, or publicly display all or portions of the Services, except as expressly permitted by Gevo or its licensors;
- (c) modify the Services or Verity Materials, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon the Services or Verity Materials;
- (d) use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services or that could damage, disable, overburden, or impair the functioning of the Services in any manner;
- (e) reverse engineer any aspect of the Services or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any part of the Services;
- (f) develop or use any applications that interact with the Services without Gevo’s prior written consent;
- (g) use the Services to develop, evaluate, validate, or enhance any competing product or service without Gevo’s prior written consent, except you may make agronomic comparisons and conduct yield testing solely for your own internal business use;
- (h) use the Services on land or equipment that you do not own nor have a lease or other right to use or operate; or,
- (i) use the Services or Verity Materials for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates this Agreement.

4.5. Fees. The Services are currently provided free of charge, but Gevo reserves the right to charge fees for the Services at any time upon reasonable notice. If fees are charged, they will be set forth in a separate written agreement between you and Gevo.

5. DATA

5.1. Customer Data; Licenses. Some Services may require you or your Authorized Users to provide, upload, input, store, or otherwise make Customer Data available to Gevo for the Services to operate as intended. Certain features of the Services may not be available without such Customer Data. You own all your Customer Data. To the extent permitted by applicable law:

- (a) you hereby grant Gevo a non-exclusive, royalty-free, transferrable, and sublicensable license to access, use, reproduce, display, modify, and prepare derivative works based on the Customer Data to provide the Services and any related support to you, to otherwise perform Gevo’s obligations to you under this Agreement, for Gevo’s internal operations and research and development purposes, and for other purposes set forth in this Agreement;
- (b) you hereby grant Gevo a non-exclusive, royalty-free, transferrable, and sublicensable license to share the Customer Data with Platform Partners (defined below) pursuant to the terms of Section 5.2;
- (c) you hereby grant Gevo a non-exclusive, royalty-free, perpetual, irrevocable, transferrable, and sublicensable license to share the Customer Data with Gevo’s Affiliates, service providers, auditors, government agencies, regulatory authorities, and other third parties to provide the Services, comply with applicable laws or lawful requests, facilitate any transactions including those contemplated under any separate agreement(s), conduct audits, or for verification purposes;
- (d) you hereby grant Gevo a non-exclusive, royalty-free, perpetual, irrevocable, transferrable, and sublicensable license to use the Customer Data to create deidentified or aggregated data so long as the resulting data does not constitute personal information

under Applicable Law and cannot reasonably be linked to or associated with Customer (“*Deidentified or Aggregated Data*”); and

- (e) you hereby further grant Gevo a non-exclusive, royalty-free, perpetual, irrevocable, transferable, and sublicensable license to use, reproduce, distribute, publicly display, publicly perform, and create derivative works of the Deidentified or Aggregated Data for Gevo’s or its Affiliates’ lawful business purposes. “*Affiliate(s)*” means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership with a Party, where control is defined as the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

5.2. Your Sharing of Customer Data. The Services allow you to share your Customer Data and the Verity Materials with other Authorized Users within the Services or with third party partners (“*Platform Partner(s)*”) by linking your Account to an account with the Platform Partner (“*Platform Partner Account*”). Selecting to share your Customer Data with other Authorized Users authorizes Gevo to share your Customer Data (automatically or manually) with such Authorized Users within the Services environment. Linking your Account and a Platform Partner Account authorizes Gevo to share your Customer Data (automatically or manually) with such Platform Partner and enables them to download a copy of your Customer Data to the Platform Partner’s own system. **The terms of service applicable to your Platform Partner Account and the Platform Partner’s privacy policies will govern their processing and use of any information you share with them by linking your Account and a Platform Partner Account. Gevo is not responsible for examining or evaluating the content or accuracy of any Platform Partner terms and conditions or privacy policies. Authorized Users and Platform Partners with whom you share your Customer Data and information are not agents or representatives of, or processors for, Gevo and Gevo is not responsible for their actions in relation to your Customer Data or information.** If you choose to share your Customer Data with other Authorized Users or Platform Partners, you can provide or revoke such access in your Account settings, or by emailing Gevo Customer Support at support@veritytracking.com.

5.3. Feedback. You hereby grant to Gevo a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and otherwise practice any suggestions, ideas, enhancement requests, feedback, or recommendations that you provide to Gevo. You may voluntarily submit or otherwise communicate to Gevo any questions, comments, suggestions, ideas, original or creative materials, or other information about Gevo, its Affiliates, the Services, or Verity Materials (collectively, “*Feedback*”). You understand that Gevo may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, or publish the Feedback, or to further develop or improve the Services, or develop new products or services in Gevo’s sole discretion. Gevo will exclusively own all improvements to the Services or new Gevo products or services based on any Feedback. You understand that Gevo may treat Feedback as nonconfidential.

6. THIRD PARTY MATERIALS & THIRD PARTY CONTENT.

6.1. The Services rely on or interoperate with third party products and services, including, without limitation, data storage services, communications technologies, IoT platforms, and internet and mobile operators (collectively, “*Third Party Materials*”). These Third Party Materials are beyond Gevo’s control, but their operation may impact, or be impacted by, the use and reliability of the Services. You acknowledge that (a) the use and availability of the Services is dependent on third party product vendors and service providers, and (b) these Third Party Materials may not operate reliably 100% of the time, which may impact the way that the Services operate.

6.2. Gevo may further provide information about or links to third party products, services, software, and/or websites or may allow third parties to make their data, content, and information available on or through the Services, and when applicable, subject to those third parties’ terms and conditions (collectively, “*Third Party Content*”). Gevo provides Third Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third Party Content are solely between you and such third parties and you acknowledge that your use of Third Party Content is at your own risk. Gevo is not responsible for examining or evaluating the content or accuracy of any Third Party Content. Third Party Content is for general

informational purposes only and is not guaranteed by Gevo. Gevo reserves the right to change, suspend, remove, disable, or impose access restrictions or limits on any Third Party Content at any time without notice or liability to you.

7. TERM & TERMINATION

7.1. Term. This Agreement is effective until terminated by you or Gevo.

7.2. Your Termination Rights. You may terminate this Agreement at any time by closing your Account. You may close your Account in the account settings or by giving Gevo notice by sending an email to support@veritytracking.com. Your rights to access and use the Services will be terminated immediately upon closure of your Account and any such closure will automatically terminate this Agreement, subject to the terms of Section 7.5. You may also request a copy of your Customer Data for your personal use by emailing Gevo at support@veritytracking.com or you may download such copy through other options as we may make available, within 30 days of any termination pursuant to this section.

7.3. Gevo's Termination Rights. Gevo may terminate this Agreement immediately upon notice to you if you materially breach this Agreement. In addition, Gevo may terminate this Agreement at any time upon notice to you. For example, Gevo may terminate this Agreement if Gevo no longer offers the Services.

7.4. Suspension. If Gevo reasonably determines that your access or use of the Services creates a material risk to Gevo or any customer of Gevo, or to the continued normal operation of other Gevo customers, then Gevo may, at any time, upon written notice to you, immediately suspend your (including, for avoidance of doubt, your Authorized Users') access, in whole or in part, to the Services, until such risk is resolved. Gevo will use commercially reasonable efforts to mitigate any such security or operational risk prior to suspension.

7.5. Effects of Termination. Upon termination of this Agreement, the Services and all of your rights under this Agreement will immediately terminate. Termination will not relieve either Party of obligations incurred prior to the effective date of the termination. The following Sections survive the termination of this Agreement: 2 (Eligibility and Use Restrictions), 4.3 (Ownership), 5 (Data), 7.2 (Your Termination Rights), 7.5 (Effects of Termination), 8 (Warranties; Disclaimer), 9 (Limitation of Liability), 10 (Indemnification), and 11 (General).

8. WARRANTIES; DISCLAIMER

8.1. Warranty. Each Party represents and warrants that (a) it has full power and authority to enter into this Agreement; and (b) the person entering into this Agreement on its behalf has the authority to do so.

8.2. Compliance. In the performance of this Agreement, each Party will comply with all laws and regulations including state and federal laws and regulations, orders, and ordinances, applicable to such Party, including privacy laws and regulations governing such Party and its data privacy practices ("**Applicable Law**"). You represent, warrant, and covenant that: (a) the Customer Data is accurate and that you are not knowingly entering (or permitting to be entered) false, inaccurate, or misleading Customer Data; and (b) you have complied with Applicable Law in connection with your collection of your Customer Data and you have provided all notices, and obtained all consents, rights, and permissions required under Applicable Law as may be necessary for Gevo to process the Customer Data and provide the Services as contemplated by this Agreement. You acknowledge that the accuracy and integrity of the Customer Data you, your Authorized Users, or other applicable third parties are essential to the administration and operation of the Services, and that the Services

may have limited ability to perform based on the quality of such data. You will promptly provide all requested cooperation with any audits performed by Gevo or a third party verifier on Gevo's behalf.

8.3. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT (OR OTHERWISE REQUIRED BY APPLICABLE LAW WITHOUT POSSIBILITY OF CONTRACTUAL WAIVER): EACH PARTY HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE; AND THE SERVICES, REPORTS, VERITY MATERIALS AND ANY OTHER INFORMATION IS PROVIDED BY GEVO ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND. Customer represents and covenants that Customer has not relied on any other warranties or representations concerning Gevo, the Services, Reports, or Verity Materials.

9. LIMITATION OF LIABILITY

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF GEVO HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE, WITH THE EXPRESS EXCEPTION OF DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS, GEVO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL: (A) GEVO BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, LOSS OF GOODWILL, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES; AND, (B) GEVO'S TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT OR THE SERVICES EXCEED (I) \$10 IF NO FEES ARE PAID FOR THE SERVICES, OR (II) AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES IN THE 12 MONTHS IMMEDIATELY PROCEEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM UNDER THIS AGREEMENT. Customer acknowledges that the exclusions, disclaimers, and limitations of liability set forth in this Agreement are essential components of this Agreement and form the basis for determining the price charged for the Services, if any, and that Gevo would not enter into this Agreement without these limitations on its liability. These waivers and limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

10. INDEMNIFICATION

You will indemnify, hold harmless and defend Gevo and its Affiliates from any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs, or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by Gevo or its Affiliates arising out of or relating to: (a) your breach of any term or condition of this Agreement; (b) your (or your Authorized Users') misuse of the Services or Reports; (c) your Customer Data; or (d) your (or your Authorized Users') violations of any Applicable Laws.

11. GENERAL

11.1. Independent Contractors. The Parties are independent contractors; and nothing contained in this Agreement gives either Party the power to act as an agent of the other or to direct or control the day-to-day activities of the other.

11.2. Assignment. You may not assign your rights or obligations under this Agreement, whether by merger, acquisition, operation of law, sale, or otherwise, without the written consent of Gevo. Gevo may assign this Agreement or delegate its obligations hereunder without restriction.

11.3. Notices. Any notice given by any Party to the other Party must be in writing and will be effective upon delivery as follows: (a) if to you, (i) when delivered via a delivery service to the address specified in your Account; or (ii) when sent via email to the email address specified in your Account or otherwise on record for you; and (b) if to Gevo, when sent via email to support@veritytracking.com. Either Party may change its address for receipt of notices by providing notice to the other Party in accordance with this Section.

11.4. Governing Law. Any dispute arising from this Agreement and your use of the Services will be governed by and construed and enforced in accordance with the laws of Delaware, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the Parties that is not subject to arbitration will be resolved in the state or federal courts of Delaware and the United States, respectively, sitting in New Castle County, Delaware. The Parties expressly exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement.

11.5. Binding Arbitration. Any dispute arising under or relating in any way to this Agreement will be finally resolved by binding arbitration in accordance with the under the Commercial Arbitration Rules of the American Arbitration Association, with the venue to be Denver, Colorado, or such other location as may be agreed by the Parties; and, the arbitrator for any dispute will be selected according to the Commercial Arbitration Rules of the American Arbitration Association, the award rendered by the arbitrator will be final, will identify a winning Party, and judgment may be entered upon the award in accordance with Applicable Law in any court having jurisdiction thereof. **Any dispute arising out of or related to this Agreement or the Services is personal to you and Gevo, and any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You waive any right to bring any claim or dispute as a representative or member of any class or putative class.** The fees and expenses of the arbitrator will be shared by the Parties and the Parties will otherwise bear their own costs and attorneys' fees. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in connection with any matter based upon or arising out of this Agreement in any forum having proper legal jurisdiction over such matter.

11.6. Severability. Each provision contained in this Agreement constitutes a separate and distinct provision severable from all other provisions. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and all the remaining provisions of this Agreement will remain unimpaired.

11.7. Publicity. Neither Party will issue any press releases or make any social media posts referencing the other Party except with the prior written permission of the other Party or as required by Applicable Law. Without limiting the foregoing, Gevo may use your company name, logo, or marks for the purpose of marketing the Services without prior approval, unless you have opted out of such marketing uses by emailing support@veritytracking.com prior to Gevo's use. Gevo will use commercially reasonable efforts to promptly cease all future uses of your company name, logo, or marks for the purpose of marketing the Services following receipt of such opt out notice.

11.8. U.S. Government Customers. The Services use a technology platform that is a "commercial item", as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government customers and /or users acquire such software and documentation with only those rights set forth herein. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Gevo to determine if there are acceptable terms for transferring

such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

11.9. Export. You represent and covenant that you are not named on any U.S. government agency's sanctioned or denied-party list. You will not, and will not permit any person, company or entity to, access or use the Services in violation of any applicable export law or regulation. Notwithstanding any other provision of this Agreement, Gevo reserves the right to limit or deny access to the Services to any user who is named on or subject to any U.S. government agency's sanctioned or denied-party list.

11.10. Entire Agreement. This Agreement reflects the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, representations, statements, and understandings of the Parties. Gevo may supply different or additional terms for other programs or services, including terms in the Climate Smart Grower Program Agreement regarding compensation for entering data into the Services, and those different or additional terms govern such other programs or services. Notwithstanding the foregoing, this Agreement governs your use of the Services, and if there is a conflict between this Agreement and the additional terms, including the Climate Smart Grower Program Agreement, this Agreement will control for that conflict to the extent it relates to your use of the Services.

11.11. Interpretation. In this Agreement: (a) the headings are for convenience only and will not affect the meaning or interpretation of this Agreement; (b) the words "herein," "hereunder," "hereby", and similar words refer to this Agreement as a whole (and not to the particular sentence, paragraph, or section where they appear); (c) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise; (d) "or" is used in the sense of "and/or"; "any" is used in the sense of "any or all"; and (e) the word "including" means "including without limitation". If an ambiguity or question of intent or interpretation arises, then this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the terms hereof or thereof.

11.12. Miscellaneous. Gevo's failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the Parties and are not intended to confer third party beneficiary rights upon any other person, company, or entity. Except as explicitly provided, the remedies provided to the Parties under this Agreement are cumulative and will not exclude any other remedies to which a Party may be lawfully entitled.