



AgGateway

AGIIS (Ag Industry Identification System) Authorized Vendor Sublicense Agreement

AgGateway Corporation (AgGateway), Subscriber, and Authorized Vendor (AV) enter into this Agreement for Subscriber to sublicense to AV the Subscriber's rights to access AgGateway's Ag Industry Identification System (AGIIS) for the benefit of Subscriber subject to the terms and conditions agreed herein.

1. Definitions

(a) AG Industry Identification System (AGIIS)

AGIIS is a database and software, developed and maintained by CSC Covansys, Inc. (CSC Covansys), on behalf of AgGateway, that combines and delivers a common set of identifiers and data elements to agricultural and other related businesses for the conduct of E-business between and among those companies.

(b) Subscriber

A business entity that is a trading partner with other agricultural businesses, has agreed to abide by the AGIIS Policy & Guidelines set forth by AgGateway and to pay the appropriate fees to AgGateway in order to participate in the AGIIS, and that has executed the AgGateway AGIIS Subscriber Agreement.

(c) Subscriber Subset Data

The proprietary data elements submitted by a Subscriber to AGIIS that are used by the Subscriber to establish a relationship with the AGIIS's unique common identifier data to facilitate Subscriber's electronic information exchange and processing for E-business within the agricultural industry.

(d) Authorized Vendor (AV)

An AV is a party that has contracted with a Subscriber on whose behalf the AV will access the Subscriber Subset Data within AGIIS to provide the Subscriber with data or transactional services to support the Subscriber's conduct of E-business.

2. Sublicense Terms and Conditions

Subscriber designates _____ as an AV and assigns to it a limited sublicense to access the AGIIS as defined herein. Subscriber and AV agree to comply with the following terms and conditions governing AV's access to AGIIS.

(a) Subscriber hereby informs, and AV acknowledges, that AV's sublicense for access to AGIIS is limited to accessing the Subscriber's Subset Data.

(b) Subscriber shall provide AV with log-on privileges in AGIIS that are adequate for accessing Subscriber's Subset Data.

(c) Subscriber authorizes the AV to act on the Subscriber's behalf when working with Subscriber Subset Data in AGIIS.

(d) AV is authorized to attend AgGateway committee meetings that relate to AGIIS solely on behalf of, and as agent for, Subscriber. AV shall not be authorized to use for its own benefit, or for the benefit of any party other than Subscriber, any information gained through AV's attendance at AgGateway committee meetings.

(e) Subscriber authorizes AgGateway and Covansys to permit the AV licensed under the terms of this Agreement to represent Subscriber and to access AGIIS at the level of AGIIS user privileges that Subscriber assigns to AV under the terms of this Agreement. At the time that AGIIS user privileges are assigned to AV, Subscriber shall inform AgGateway and Covansys of the assigned level of AGIIS user privileges.

(f) AV shall be bound by the requirements and policies for use of AGIIS, as stated in AgGateway's AGIIS Policy & Guidelines and the Subscriber Agreement, as such requirements and policies may be amended from time to time by AGGATEWAY.

3. Confidentiality and Use of Data

Subscriber and AV agree that neither they nor any of their affiliates, subsidiaries, divisions, employees, or agents or any other persons or organizations over which they have control, will, at any time, directly or indirectly disclose AGIIS data to any other party or use the information contained in AGIIS for any purpose except those purposes permitted by AgGateway's AGIIS policies or the AGIIS Subscriber Agreement. All use of AGIIS by AV shall be for the benefit of Subscriber.

4. Entire Agreement

This Sublicense Agreement constitutes the entire agreement among the parties with reference to its subject matter. No statements or agreements, oral or written, made prior to or at the signing of this Agreement shall vary or modify its written terms. This Agreement can be amended only by a written document executed by all parties hereto.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its choice of law principles. Subscriber and AV consent to the jurisdiction of the courts of the District of Columbia in connection with any claim or controversy arising out of the interpretation, application, or enforcement of this Agreement.

AGREED TO BY:

Signed (Subscriber): _____ Date: _____

Name (printed): _____ Email: _____

Subscriber Organization: _____

Address: _____

Contact phone number: _____ Fax: _____

Subscriber's EBID Code: _____

Signed (AV): _____ Date: _____

Name (printed): _____ Email: _____

AV Organization: _____

Address: _____

Contact phone number: _____ Fax: _____

AV's EBID Code: _____

Accepted for AgGateway by _____

on (date): _____

Email (lgasso@aggateway.org) or fax (913.469.5814) to Attn: Lorie Gasso, AGIIS Directory Administrator.

Rev. 01/05/2010