

**AgGateway Corporation**

***INTELLECTUAL PROPERTY RIGHTS POLICY***

Definitions

“Standards” shall mean AgGateway’s electronic standards (including but not limited to associated business practices, processes, methods, guidelines, and related products) that have been and/or will be developed and implemented by AgGateway through the collaboration of its members and others for the agriculture industry and its trading partners.

“Intellectual Property Rights” shall mean: The rights AgGateway, AgGateway’s members, and intellectual property contributors have to intellectual property at various stages of AgGateway’s publication-development process.

“Company” shall mean each individual company that is a member of AgGateway.

Policy

This Intellectual Property Rights Policy states the AgGateway policy regarding ownership of Intellectual Property Rights in the Standards.

This Policy applies to activities of AgGateway as well as to any joint activities that involve AgGateway with other entities, associations, and the like. However, this policy does not apply to joint activities that involve one or more member of AgGateway through normal business channels. All Companies as, as a condition of membership to AgGateway, agree to comply with this Policy.

1. AgGateway may use and incorporate into the Standards any and all elements, ideas, and information contributed, submitted, or disclosed by the Company, that is not presented as confidential, proprietary or trade secret material of the Company, and permission for the use and license of such elements, ideas, and information is granted to AgGateway.
2. AgGateway owns the Standards and all proprietary rights in the Standards. The Company agrees that AgGateway may seek and obtain copyright, patent, or other intellectual property protection in such Standards and any parts of such Standards, including registration with applicable federal, state, or international bodies, and that AgGateway has the right to license the Standards or any part of the Standards; provided, however, that each member Company shall have a perpetual, world-wide, paid-up license to the Standards. As owner of the Standards, AgGateway may reproduce, modify, display, perform, publicly disclose, sublicense, distribute, and otherwise use the Standards in any manner.
3. The Company retains ownership of any individual elements, ideas, and information it contributed and is free to use those elements, ideas, or information independently of the Standards.

4. (a) AgGateway shall permit each member Company to review the Standards for a sixty (60) day period before publication. The Company agrees to notify AgGateway at the earliest reasonable opportunity if the Company becomes aware that the development or use of the Standards is likely to cause infringement of any patent, trademark, copyright, or other rights (collectively referred to as “IP Rights”) of a third party or that the Company controls
- (b) If the IP Rights were created after the development or use of that portion of the Standards, then the Company agrees to refrain from asserting or enforcing any IP Rights that it controls against infringing activity by AgGateway or any third party that develops or uses the Standards if the infringing activity is caused by the development or use of the Standards. If the IP Rights were created before the development or use of that portion of the Standards, then the Company, during the 60 day review period outlined in 4(a) above, may assert or enforce its rights against the Standards. In such case, Company can request that those IP rights (confidential, proprietary or trade secret elements) be removed from the Standards. If there are no assertions by Company of IP rights violation in the Standards during the 60 day review period, the Standards will be published. Once published, AgGateway owns the Standards and all proprietary rights in the Standards as stated in 2. above.
- (c) The Company agrees to grant to any and all users of the Standards a perpetual, non-exclusive, royalty-free, irrevocable license to implement, use, copy, modify, and distribute any Company contributions as part of the Standards, but the Company may condition such grant on the receipt of reciprocal licenses to all applicable IP Rights with respect to the Standards.
- (d) AgGateway shall incorporate a review period in the Standards approval process allowing identification by the Company of any IP Rights in the Standards. AgGateway agrees to remove any identified IP Rights from the Standards unless the Company agrees to not enforce its rights as defined in the provisions of Sections 4(b) and 4(c) with respect to such IP Rights.
- (e) If AgGateway is made aware of, or if the Company identifies, IP Rights in the Standards within twenty-four (24) months after issuance of the Standards, the Company agrees to grant the licenses described in Section 4(c) for a period beginning with the issuance of such Standards through a twelve (12) month “grace period” effective after the announcement or identification of such IP Rights with respect to all products and services that are offered for sale or are used through the end of such grace period. If IP Rights in the Standards is identified after twenty-four (24) months after issuance of the Standards, and the Company was given an opportunity to review the Standards for IP rights as defined in Section 4(a), then the Company agrees to grant the licenses described in Section 4(c). If the Company was not given an opportunity to review the Standard for IP

rights as defined in Section 4(a), then the Company has the right to assert its rights as outlined in Section 4(b).

(f) Neither AgGateway nor its member companies, their officers, directors, employees, or agents, shall be liable for any claims, losses, damages, or expenses in connection with any infringement related to use of the Standards.

5. The Company waives confidentiality in its contributions to the Standards, such that neither AgGateway nor any other participant assumes any confidentiality obligations, unless the document, remark or contribution is labeled “confidential”.

6. The Company acknowledges that, in the event of the Company’s termination of its membership or participation in the AgGateway Standards setting process, this Policy shall survive and will continue in force and effect with respect to any contributions made up to the date of termination.