



AGGATEWAY CORPORATION AGIIS SUBSCRIBER AGREEMENT

The Undersigned Company ("Subscriber") agrees to participate in and subscribe to the AG Industry Identification System (AGIIS), developed and maintained by CSC, on behalf of AgGateway Corporation ("AgGateway") and its authorized subscribers with the following terms and conditions:

1. **DEFINITIONS:**

- **Subscriber** – is a business entity that is a trading partner with other agricultural businesses that has agreed to abide by the AGIIS Guidelines set forth by AgGateway and to pay the appropriate fees to AgGateway in order to participate in the AGIIS.
- **AGIIS Users**- are the employees or agents of the Subscriber who may view, update or extract information for the directory.
- **Common Data Elements** –data elements that consist of but are not limited to Business Name, Mailing Address, Physical Address, City, State, Zip, Phone, Contact Name, and DBA Name.
- **The AGIIS Unique Common Identifier Data**- provided by AGIIS to facilitate electronic information exchange and processing. They include, but are not limited to:
 - GLN
 - Product ID
 - GTIN
- **Subscriber Subset Data** – is the proprietary data submitted by a Subscriber used, along with other information, to establish The AGIIS Unique Common Identifier Data.
- **Master Directory**- AGIIS database containing The AGIIS Unique Common Identifier Data, Common Data Elements and the Subscriber Subset Data.
- **Global Location Number (GLN)** - a unique identification of legal entities, trading parties and locations worldwide within the GS1 System.
- **Global Trade Item Number 14 (GTIN-14)** – a unique identification of products that uses GS1 -14 (EAN/UCC -14) standard numbering structure.
- **Electronic Business (eBusiness)** – A generic term covering information definition and exchange requirements within and between enterprises, including customers, by electronic means.

2. **AGIIS SYSTEM DEVELOPMENT AND PURPOSE:** The AGIIS Unique Common Identifier Data and Subscriber Subset Data are used to facilitate electronic information exchange and processing within the agricultural industry.

3. **SUBSCRIBER SUBSET DATA USE RESTRICTIONS:** AgGateway acknowledges that Subscriber Subset Data constitutes proprietary and commercially valuable data that is and will remain the property of Subscriber. AgGateway agrees that it will not incorporate the data obtained from Subscriber into its own proprietary databases or make any other use of the data except as necessary to create and maintain the Master Directory and to generate The AGIIS Unique Common Identifier Data. **The Subscriber agrees that at all times they will not sell, disclose or exchange any GLN or AGIIS Unique Common Identifiers individually or with related Common Data Elements contained in AGIIS to any third party other than current AGIIS Users, without prior written authorization from AgGateway. Subscriber agrees not to sell, disclose or exchange Common Data Elements obtained from AGIIS and associated with GLN or GTIN-14 to any third party other than current AGIIS Users, without prior written authorization from AgGateway. Notwithstanding the foregoing, Subscriber may disclose to its direct trading partners who are not AGIIS Users, AGIIS Unique Common Identifiers or Common Data Elements obtained from AGIIS, on an individual basis as necessary to facilitate Subscriber's trading relationship with its direct trading partners. In no event may Subscriber sell, exchange for anything of value, distribute in bulk or make available as a database any AGIIS Unique Common Identifiers or Common Data Elements obtained from AGIIS. AgGateway reserves the right to restrict or eliminate a Subscriber's access to or use of AGIIS, without a refund of any fees paid, if AgGateway determines, in its sole and unfettered discretion, that the Subscriber has in any way violated the language or spirit of this prohibition and further reserves the right to seek damages from Subscriber for any violation of the restrictions in this paragraph. Subscriber agrees not to use The AGIIS Unique Common Identifier Data for purposes other than identification of business entities, products, geographic locations or consumers in the context of processing eBusiness transactions, unless otherwise approved by AgGateway.**
4. **CONFIDENTIALITY:** AgGateway covenants and agrees at all times, from and after the date hereof to use its best efforts to: (i) to keep the Subscriber Subset Data confidential, (ii) not to use Subscriber Subset Data on its own behalf or on behalf of any other person, firm or entity, and (iii) not to disclose any Subscriber Subset Data to any third party, without the Subscriber's advance written authorization. The term Subscriber Subset Data shall not include any information which is in the public domain as of the date hereof or which hereafter becomes part of the public domain other than as a result of any act or omission by either party in violation of this Agreement.
5. **FEES:** Subscriber agrees to pay the appropriate development fees, set up fees, annual maintenance fees and other agreed upon special assessment fees assessed by AgGateway.
6. **WARRANTY, INDEMNIFICATION AND LIABILITY:**

AgGateway warrants that no portion of The AGIIS Unique Common Identifier Data will infringe on any patent, copyright, trade secret or other proprietary right of a third party.

The Subscriber warrants that it will use The AGIIS Unique Common Identifier Data only for the specific industry use of conducting eBusiness. The Subscriber agrees to indemnify, defend and hold AgGateway harmless from and against liabilities, suits, causes of action, claims or expenses arising from any breach of this warranty.

Subscriber acknowledges that AGIIS Users maintain the Subscriber Subset Data and Common Data Elements. AgGateway is not responsible for the accuracy of the content of the Subscriber Subset Data and Common Data Elements that are maintained by the AGIIS Users.

In the event of a breach or threatened breach by either party of the provisions of this Agreement, the other party shall be entitled to an injunction restraining the disclosure or use, in whole or in part, of any Subscriber Subset Data. Nothing herein shall be construed as prohibiting either party from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages.

AGGATEWAY'S LIABILITY TO SUBSCRIBER, ANY AGIIS USERS OR ANY OTHER PARTY FOR ANY BREACH OF THIS AGREEMENT OR ANY OTHER CLAIM OR CAUSE OF ACTION, WHETHER IN CONTRACT, QUASI-CONTRACT, TORT, UNDER ANY STATUTE OR UNDER ANY THEORY OF LIABILITY OR RECOVERY WHATSOEVER, WHETHER THE CONDUCT OF AGGATEWAY IS PURPORTEDLY INTENTIONAL, WILLFUL, NEGLIGENT, GROSSLY NEGLIGENT OR INADVERTENT, IS EXPRESSLY LIMITED TO THE ACTUAL DAMAGE CAUSED BY THE CONDUCT OF AGGATEWAY OR A RETURN OF THE SUBSCRIBER'S FEES PAID TO AGGATEWAY, WHICHEVER IS LESS. IN NO EVENT SHALL AGGATEWAY BE LIABLE TO ANY PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT AGGATEWAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER UNDERSTANDS AND AGREES THAT THIS LIMITATION OF LIABILITY IS AN INTEGRAL PART OF THE AGREEMENT AND THAT AGGATEWAY WOULD NOT ALLOW SUBSCRIBER ACCESS TO THE AGIIS ABSENT ITS AGREEMENT TO THIS TERM.

AGREED TO BY (Subscriber Company Name):

(Company Name)

(Authorized Signature)

Date: _____

Title: _____

Name Printed: _____

Address: _____ City: _____ State _____

Zip: _____ Phone: _____ Fax: _____

Email: _____

APPROVED BY AgGateway Corporation:

(Signature)

(Name Printed)

Date: _____