

Ag Data Transparent Master Services Agreement 2018-2019

Agricultural technology providers and other companies that participate in the Ag Data Transparent certification process (each considered a **“Provider”**) agree to be bound by the terms of this Master Services Agreement (**“Agreement”**) with the Ag Data Transparency Evaluator Inc., an Indiana corporation (**“ADT”**). This Agreement also establishes the terms by which a Provider may obtain use of the **“Ag Data Transparent”** seal (**“ADT Seal”**) in marketing the Provider’s certified products.

- 1. Complete the Ten Question (10Q) Evaluation Form.** The Provider shall complete the Ten Question Evaluation Form (**“10Q Form”**) which has been approved by the ADT Board of Directors and return the answers to the ADT. Completion of the 10Q Form requires hyperlinks to specific provisions in the Provider Contracts. The Provider shall ensure that all links remain functional during the term of this Agreement.
- 2. Services Provided by ADT.** ADT shall perform the certification process (collectively, the **“Services”**):
 - 2.1. Review 10Q Form.** The ADT will review the 10Q Form and all form contracts for data transfer, use, and control associated with any applicable Product between the Provider and the end user (**“Data Contracts”**) according to the evaluation process outlined below. The evaluation shall be at the sole discretion of ADT. The evaluation process is confidential.
 - 2.2. Web-Posting of 10Q Form Answers.** The ADT shall post the answers provided in the 10Q Form on the ADT’s website (www.agdatatransparent.org)(the **“ADT Website”**). The Provider grants the ADT a non-exclusive right to post the answers to the 10Q Form on ADT Website. The ADT will only post answers from Providers that are approved and certified as Ag Data Transparent.
 - 2.3. License of ADT Seal.** Upon certification approval, the ADT licenses the Provider to use of the ADT Seal as provided below.
- 3. The Evaluation Process.** The Provider agrees to submit the Provider Contracts for review and evaluation which shall substantially follow this process:
 - 3.1. Submit the 10Q Form.** The Provider shall complete the 10Q Form and return the answers to the ADT in the manner required by ADT.
 - 3.2. Submit the Provider Contracts.** The Provider shall provide a digital copy of (or link to) any Provider Contracts to ADT when submitting the 10Q Form. The Provider shall make all Provider Contracts referenced in or used to answer the 10Q Form, such as terms and conditions, privacy policy, and end user license agreements, publicly available on an online platform, allowing web-users to access the Provider Contracts without a login or subscriptions.
 - 3.3. ADT Evaluation.** ADT shall review the 10Q Form and Provider Contracts for accuracy, transparency, and completeness. After ADT reviews the 10Q Form and Provider Contracts,

ADT shall notify the Provider that the 10Q Form has been “approved” or is “deficient” by issuing an “**Approval Letter**” or “**Deficiency Letter**” by email.

3.3.1. Upon receipt of a Deficiency Letter, the Provider may revise the Provider Contracts, revise the 10Q Form, or both, to address any deficiencies raised. Alternatively, the Provider may withdraw from the evaluation process.

3.3.2. Upon receipt of an Approval Letter, ADT shall post the 10Q Form on the ADT website within seven (7) days to make the approved 10Q Form available for public to view. The Provider also will be licensed to use the ADT Seal in all marketing materials as licensed by this Agreement.

3.4. **Posting Results.** ADT shall post the results of an approved evaluation on the ADT Website. The Provider agrees that any online use of the ADT Seal shall include a hyperlink to the 10Q Form on the ADT website.

3.5. **Timeline for Completion.** The Provider must complete the evaluation process within six (6) months from the date this Agreement is signed. Failure to complete the evaluation within this time period shall require Provider to start the process over.

4. Use of the ADT Seal and 10Q Form.

4.1. **Ownership.** ADT owns the ADT Seal and all copyright, trademark, trade secret, and other intellectual property rights that may exist in (i) the Services, (ii) any software provided by ADT to the Provider to facilitate the Provider’s use of the Services, (iii) any answers from the 10Q Form posted on the ADT Website, and (iv) any domain names provided by the ADT in connection with the provision of the Services (collectively, the “**ADT Intellectual Property**”).

4.2. **Limited License to Use the ADT Seal.** Upon receipt of an Approval Letter, the Provider is granted a license for the Term to utilize, copy, and reproduce the ADT Seal in print and digital marketing materials associated directly with the approved Product. When reproduced on the Provider’s website or smart-phone application, the Provider shall embed a hyperlink to that Provider’s sub-page located on the ADT Website so that any viewer of the Provider’s website or application may click on the ADT Seal, causing a new webpage to open on the respective Provider sub-page. The Provider may also use the following statements underneath the ADT Seal in marketing materials:

This company has been evaluated for transparency and compliance with the agricultural industry’s Privacy and Security Principles for Farm Data. The results of the evaluation can be found by clicking on the “Ag Data Transparent” seal.

4.3. **ADT Seal Style Guide.** Upon receipt of an Approval Letter, ADT will provide a style guide for display, usage, and formatting of the ADT Seal when used in marketing and online. The Provider shall adhere to all reasonable usage requirements and restrictions in the ADT Seal Style Guide.

4.4. **Reproduction of 10Q Form.** Upon receipt of an Approval Letter, the Provider is granted a license for the Term to reproduce the approved answers to the 10Q Form for the Provider’s

Product in print and digital marketing materials. The Provider shall have no right to reproduce the 10Q Forms for other Provider products and services that have not been evaluated by ADT.

- 4.5. **Takedown.** At the conclusion of any Term, unless timely renewed, the Provider shall cease use of and remove displays of the ADT Seal and 10Q Form from any websites, applications, and other online and printed marketing materials.
- 4.6. **Limited License for Provider Trademarks.** During the Term, the Provider grants to ADT a limited, non-exclusive, worldwide license to reproduce any logo, trademark, service mark, or name of the Product evaluated by ADT for use on the ADT Website and educational or promotional materials for ADT.
- 4.7. **Remedy for Unauthorized Use.** The Provider acknowledges that the ADT has no adequate remedy under this Agreement or at law if the Provider uses the ADT Seal in a manner not authorized by this Agreement. ADT will be entitled to injunctive or other equitable relief in order to prohibit unauthorized use of the Seal. ADT shall be entitled to all attorneys' fees and costs incurred in enforcing this provision.
5. **Term and Renewal.** An approval as granted in an Approval Letter shall be valid for one year following the approval date (the "**Term**"). The Term shall renew for additional one-year periods provided the Renewal Fee is paid and the Provider maintains compliance with this Agreement. This Agreement is subject to change at renewal.
6. **Updates to Provider Contracts after Approval.** If Provider Contracts are updated, modified, deleted, or altered in a material way (other than formatting, font, and appearance) after approval ("**Updated Provider Contracts**"), the Provider should submit Updated Provider Contracts to the ADT with an updated 10Q Form noting the changes, if any. Following review, the ADT shall update the posted evaluation on the ADT Website. Any change to Provider Contracts is considered "**material**" if the change would render a prior answer on the 10Q Form incomplete, inaccurate, or misleading.
7. **Withdrawal.** At any time, the Provider may withdraw from having the Provider Contracts evaluated by the ADT by notifying the ADT of the intent to withdraw. Withdrawal will not result in a refund of the Fee. Following withdrawal, the ADT shall maintain the confidentiality of any 10Q Form submitted. The ADT shall not publish the names of any Providers that withdraw from evaluation. A Provider that withdraws from evaluation shall make no statement, written or oral, disparaging the ADT, the evaluation process, or the Services.
8. **Subscription Fee for Participation.**
 - 8.1. **Annual Fee.** Providers shall pay an "**Annual Fee**" before ADT shall undertake an evaluation. The Annual Fee varies based upon organization age and size:
 - 8.1.1. **Startup Provider (\$2,000).** A startup provider is a participant that is less than 4 years old.

- 8.1.2. **Regular Provider (\$4,000).** A regular provider is a participant that is not a start-up organization or a large provider (below).
 - 8.1.3. **Large Provider (\$6,000).** A large provider is a participant with annual sales greater than \$100 million.
 - 8.1.4. An additional \$50 fee shall be paid by Provider if wiring funds to offset bank fees.
- 8.2. **Renewal Fee.** In order to maintain use of the ATP Seal for additional Terms, Provider shall pay an annual renewal fee of **\$2,000 (“Renewal Fee”)** prior to the anniversary of the Provider’s Approval Date. If a Provider makes a material change in the Updated Provider Contracts during the renewal period, the Provider shall pay the full Annual Fee as outlined in 8.1, however, a credit for any already-paid Renewal Fee shall be applied. Organization age and size shall be measured as of the date of the renewal.
9. **Release.** The Provider releases ADT, including the directors, officers, employees, agents, and administrators from any claims, damages, and liability arising out of performance of the Services. The Provider understands that the decision of whether to issue an Approval Letter or Deficiency Letter is at the ADT’s sole discretion. Under no event shall ADT’s liability extend beyond the lesser of (1) a refund of the most recently paid Annual Fee or (2) \$1,000. This provision shall survive any termination of this Agreement.
10. **Termination.** The Provider shall notify the ADT at any time if the Provider desires to terminate this Agreement. A termination shall result in an immediate termination of any license to use the ADT Seal. Any failure to pay the Annual Fee shall also result in termination. Any action or conduct by the Provider in direct contravention of the spirit, purpose, or mission of the ADT may also result in the termination of this Agreement, as determined by a majority vote of the ADT Board of Directors. The ADT shall not refund any portion of the Annual Fee or Renewal Fee in the event of a termination.
11. **Notice Provisions.** Any notice required by this Agreement shall be sent or emailed to the ADT Administrator: Todd Janzen, Janzen Agricultural Law LLC, 8425 Keystone Crossing Suite 111, Indianapolis, Indiana 46240; email: Janzen@aglaw.us.
12. **Assignment.** The Provider may not assign this Agreement or the Provider’s license to use the ADT Seal to any other party without the prior written consent of the ADT, which shall not be unreasonably withheld.
13. **Remedies.** The Provider agrees that irreparable damage would occur if it breaches this Agreement. Therefore, ADT shall be entitled to specific performance of any provision in this Agreement, in addition to any other rights or remedies afforded by law or equity. ADT shall be entitled to reimbursement of its attorneys’ fees and costs for any action taken to enforce this Agreement, whether suit is filed or enforcement is taken by a lesser measure. This section shall survive termination of this Agreement.

14. Miscellaneous Legal Terms. ADT is an independent corporation and not a partner with the Provider. This Agreement shall be construed in accordance with the laws of the State of Indiana. Any suit concerning this Agreement shall be brought in the United States District Court for the Southern District of Indiana or the Marion County, Indiana state courts. This Agreement constitutes the entire agreement of the parties for the subject matter it contains, and supersedes all prior discussions, negotiations and agreements between the parties. No additional terms relating to this Agreement shall be valid unless approved in writing by both parties. The person signing this Agreement represents and warrants that he or she has the authority to bind the Provider, and that the Provider is a corporation, company, or cooperative that is duly organized, validly existing, and in good standing under the laws of the state of organization, and that the person executing this Agreement is duly authorized by the Provider for that purpose.

15. Approval. By clicking "I AGREE" on the ADT website, you agree that your participation in the ADT certification process is governed by this Agreement. A digital record of acceptance of this Agreement shall be valid and enforceable against the Provider.