

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

SaaS AGREEMENT

Your use of the Software is subject to the terms and conditions of the SaaS Agreement, but only to the extent that all terms and conditions in the SaaS Agreement are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341 and 41 U.S.C. §6301), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (41 § U.S.C.6405), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the SaaS Agreement or these Service Specific Terms are inconsistent with Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable as applied to any Orders under these Service Specific Terms.

This SaaS Agreement (“Agreement”) is entered into as of the date set forth in the Statement of Work, Purchase Order, or similar document (“Effective Date”) by and between Carahsoft Technology Corporation (Carahsoft), a GSA Multiple Award Schedule Contractor, acting on behalf of Independent Data Management, LLC (“IDM” or “Licensor”), a Delaware limited liability company, having its principal offices at 405 South Banker Street, Effingham, IL 62401 and the Government Ordering Activity identified in the Statement of Work, Purchase Order or similar document (“Customer”).

WHEREAS, IDM is the owner and Licensor of certain IDM Software (as defined herein) used in the provision of Services (as defined herein); and,

WHEREAS, CUSTOMER requests use of the IDM Software and Services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Carahsoft/IDM and CUSTOMER hereby agree as follows:

1. Definitions.

- (a) “Agency” means a crop insurance agency with a unique AIP insurance agent agency key per the P55A filed with the U.S. Department of Agriculture by an AIP.
- (b) “Agent” means a crop insurance agent with a unique AIP insurance agent key per the P55A filed with the U.S. Department of Agriculture by an AIP.
- (c) “AIP” means an approved insurance provider as designated by the U.S. Department of Agriculture to provide insurance coverage through the Standard Reinsurance Agreement.
- (d) “CUSTOMER Branded Portal” means a web portal branded with the requesting CUSTOMER’s trademarks, service marks, or trade names through which that CUSTOMER may offer End Users access to the Services.
- (e) “Confidential Information” means any software code, specification, idea, concept, plan, copy, formula, drawing, procedure, business process, organizational data, customer or vendor lists, or other business or technical information that IDM holds confidential or considers proprietary whether oral, written or viewed by inspection, including the IDM Software and Documentation, that is obtained by CUSTOMER as a result of Services.
- (f) “Commercial End User(s)” means the end user of the Services including without limitation Agents, Agencies, and CUSTOMER employees and contractors.
- (g) “Federal End User(s)” means the end user of the Services including without limitation, agencies of the U.S. Federal Government, Federal employees, and Federal contractors using the Services on behalf of the U.S. Federal Government.
- (h) “Documentation” means the MyAgData System Data Service Technical Documentation and any IDM End User documentation for IDM Software, as modified from time to time by IDM in its sole discretion.

- (i) “End User Terms” means IDM’s standard End User Terms of Service, as modified from time to time by IDM in its sole discretion, which govern the End User’s access to and use of the Services.
 - (j) “IDM Website” means www.myagdata.com and www.acreagereporting.com and any subsequent internet website that is controlled and managed by IDM and/or its contractors and is used for the provision of Services, including without limitation, an AIP Branded Portal.
 - (k) “IDM Software” means MyAgData and related software developed and/or licensed by IDM for the provisions of Services and made available through an IDM Website.
 - (l) “IP Rights” means all present and future copyrights, trademark rights, service mark rights, trade secret rights, patent rights, moral rights, and other intellectual property and proprietary rights recognized in any jurisdiction.
 - (m) “Services” means the IDM Software based services provided to End Users through the IDM Website and any additional services as described on a fully executed Schedule referencing this Agreement or Work Order incorporated therein.
2. Rights Granted. Subject to the terms and conditions of this Agreement, Carahsoft/IDM hereby grants to CUSTOMER, and CUSTOMER hereby accepts, a nonexclusive and nontransferable right to use the Services and Documentation provided by IDM solely to (i) test and evaluate the Services in conjunction with the development of CUSTOMER’s own programs or packages that will accompany the Services provided to CUSTOMER’s Agents and Agencies, (ii) market, promote, advertise, and sell the Services to CUSTOMER’s Agents and Agencies, (iii) administer the Services on behalf of CUSTOMER’s End Users, Agents and Agencies, including provision of the appropriate computer applications support, and (iv) train CUSTOMER’s personnel in order to effectuate the rights granted herein. CUSTOMER shall not use, copy, or distribute the Services except as expressly allowed hereunder. Nothing herein shall prevent IDM from marketing and selling the Services to any End User or operate as a guarantee as to the amount of Services to be used by CUSTOMER.
3. End User Access. CUSTOMER may obligate End Users to agree to additional terms and conditions with respect to other products and services provided by CUSTOMER, provided that such additional terms and conditions do not modify the End User Terms. CUSTOMER shall register all End Users for Services with IDM in accordance with IDM’s then current registration procedures. CUSTOMER agrees: (i) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify IDM promptly of any such unauthorized use; (ii) to comply with all applicable laws in using the Services, wherever such use occurs; and (iii) to accurately represent CUSTOMER’s use of the Services and data obtained from the Services
4. IDM Software. CUSTOMER hereby acknowledges that no physical copy of IDM Software or its source code will be provided to CUSTOMER or the End Users under this Agreement. Use of IDM Software is restricted to use through the internet as directed by IDM. CUSTOMER shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of IDM Software.
5. Intellectual Property. IDM retains all right, title and interest, including all IP Rights, in and to the IDM Website (with the exception of CUSTOMER’s trademarks, service marks and trade names used therein), IDM Software, Documentation, End User Terms, methodologies, technical know-how, and any other materials created by and/or provided by IDM and derivative works thereof. Except as provided in Section 6, CUSTOMER shall not remove, alter, or obscure any proprietary notices (including copyright notices) of IDM included in or with the Services, Documentation, End User Terms, or any other materials provided by IDM.
6. Branding. Upon CUSTOMER’s request, IDM will provide a CUSTOMER Branded Portal. CUSTOMER hereby grants IDM a nonexclusive and nontransferable license to copy, use, publicly display and transmit CUSTOMER’s trademarks, service marks, and trade names (i) on and within such CUSTOMER Branded Portal, and (ii) to establish a link from another IDM Website to the CUSTOMER Branded Portal.

CUSTOMER shall indemnify, defend, and hold IDM harmless from all third party claims and liability related to IDM's use of CUSTOMER's trademarks, service marks, and trade names consistent with this Section 6.

7. Term and Termination.

- (a) This Agreement is effective commencing on the Effective Date and shall continue for three (3) years.
- (b) Termination of the Agreement shall be in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(l) Termination for the Ordering Activity's Convenience, GSAR 552.212-4(m) Termination for Cause, GSAR 552.212-4(d) Disputes, and the Contract Disputes Act. In accordance with GSAR 552.212-4(w)(1)(iv), Carahsoft/IDM shall continue performance while pursuing its rights under the Contract Disputes Act and other applicable Federal Statutes.

8. Rights and Obligations on Termination or Expiration.

- (a) Termination or expiration of this Agreement shall not release either party from the obligation to make payment of all amounts then or thereafter due and payable.
- (b) Upon termination or expiration of this Agreement,
 - (i) CUSTOMER shall immediately: (A) cease using the Services, IDM Software, and Documentation; (B) immediately discontinue all advertising and promotions of the Services; and (C) destroy or return all advertising and promotional materials and Documentation; and
 - (ii) CUSTOMER and IDM shall cooperate to ensure continuity of Services to End Users and transition any End Users using the Services through a CUSTOMER Branded Portal under Section 6 directly to another IDM Website.
- (c) Notwithstanding termination or expiration of this Agreement for any reason, Paragraphs 5 (Intellectual Property), 8 (Rights and Obligations on Termination or Expiration), 9 (Financial Terms), 12 (Security), 13 (Books and Records), 14 (Warranty and Disclaimer), 15 (Confidentiality), 16 (Indemnification), 17 (Competing Products), and 18 (Miscellaneous) shall survive the termination of this Agreement.

9. Financial Terms.

- (a) CUSTOMER shall pay to Carahsoft/IDM any "Implementation Fee" set forth in Schedule A within thirty (30) days of the Effective Date. Carahsoft/IDM will invoice CUSTOMER for all other fees set forth in Schedule A, and CUSTOMER shall pay IDM for the invoiced amount within thirty (30) days of the date of IDM's invoice. CUSTOMER shall be entitled to no royalty, reimbursement of expense, or any other payment from IDM unless otherwise expressly agreed to in writing by the parties. CUSTOMER's obligation to pay the fees stated herein is not contingent on any CUSTOMER cost sharing arrangement with, or failure of CUSTOMER to receive any payment from, its Agents or Agencies. Parties agree that any Schedule executed hereunder may be amended at any time in writing by mutual agreement.
- (b) CUSTOMER shall pay interest calculated at one and one-half percent (1½%) per month on all amounts that have been due and payable by CUSTOMER to IDM for fifteen (15) days or longer.
- (c) CUSTOMER shall report and pay all Federal, state, and local taxes designated, levied, or based (1) upon any amounts payable under this Agreement; or (2) on account of this Agreement, but excluding i) franchise taxes and other taxes based on IDM's net income and ii) state and local privilege/business occupation and excise taxes or other similar governmental fees/assessments.

10. Marketing.

(a) [Reserved]

(b) CUSTOMER will at all times perform hereunder in a professional manner and in accordance with this Agreement and any guidelines issued by IDM. CUSTOMER will: (i) conduct business in a manner that reflects favorably at all times on the Services and the good name, goodwill and reputation of IDM, (ii) avoid deceptive, misleading, or unethical practices that are or might be detrimental to IDM, the Services or the public, including but not limited to disparagement of IDM or the Services, (iii) make no false or misleading representation with respect to IDM or the Services, and (iv) make no representations with respect to IDM or the Services that are inconsistent with the End User Terms, promotional materials and other literature distributed by IDM, including all liability limitations and disclaimers contained in such materials.

11. Maintenance and Support.

(a) IDM agrees to provide the following maintenance and support: (a) provide CUSTOMER with any software improvements including updates, enhancements, improvements to correct any malfunctions, deficiencies, incompatibilities, defects, errors or bugs and any new releases and the documentation therefore relating to the Software; provided however, that modules and options designed to be sold separately in the market by IDM are not included as part of any maintenance and support provided in this paragraph; and (b) provide telephone or e-mail End User support Monday through Friday from 7:00AM to 9:00PM from June 15 – July 15 and during normal business hours excluding scheduled holidays for the remainder of the year. All times are for the Central Time Zone in the United States.

(b) Notwithstanding anything in Paragraph 10, CUSTOMER shall provide all billing and payment support to Commercial End Users. CUSTOMER shall promptly respond to inquiries from prospective End Users, including complaints, and promptly advise IDM of the same. In addition, CUSTOMER shall promptly advise IDM of any suspected or actual problems with the Services or suspected misuse by End Users.

12. Security. CUSTOMER and IDM shall be responsible for and shall follow standard industry practices for safeguarding and maintaining confidentiality of End User data and shall comply with all applicable data protection and privacy laws and regulations.

13. Books and Records. During the terms of this Agreement and for three (3) years after the expiration or termination of this Agreement, CUSTOMER shall maintain at its principal office true and accurate books and records as sufficient to confirm CUSTOMER's compliance with this Agreement. CUSTOMER shall, during usual business hours, permit IDM or its agents, at IDM's expense and upon seven (7) days prior written notice, to inspect and make copies of such books and records for the purpose of verifying CUSTOMER's compliance with this Agreement.

14. Warranty and Disclaimer.

(a) IDM hereby represents and warrants that it is the sole owner of, or has rights to, the IDM Software. In the event the IDM Software is found to infringe any third party's right or if IDM determines in its sole opinion that the Software is likely to be found to infringe, CUSTOMER's sole remedy shall be to require IDM to replace or modify the Software so that it is non-infringing; provided however, that in lieu of making any replacement or modification IDM may, in its sole discretion, terminate this Agreement and return all fees paid by CUSTOMER to IDM under this Agreement over the previous twelve (12) month period. IDM's obligations under this Section 14(a) will not apply to any claim of infringement resulting from CUSTOMER's use or incorporation of the IDM Software in software, data and other materials owned by CUSTOMER or modifications or additions to the Software (other than modifications or additions by IDM) by CUSTOMER.

- (b) EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED IN SECTION 14(a), IDM HEREBY DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES AND IDM SOFTWARE INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IDM DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S OR END USER'S REQUIREMENTS, PRODUCE RESULTS DESIRED BY CUSTOMER OR END USER, OR OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. CUSTOMER WILL MAKE NO WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF IDM EXCEPT FOR ANY EXPRESS WARRANTY PROVIDED IN THE END USER TERMS.
- (c) IN NO EVENT SHALL IDM BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR RELIANCE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS) ARISING OUT OF THIS AGREEMENT OR CUSTOMER'S OR END USER'S USE OF THE SERVICES, ON ANY THEORY OF LIABILITY EVEN IF IDM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (d) IN ALL EVENTS, IDM'S MAXIMUM, AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THAT AMOUNT EQUAL TO THE INSURANCE PROCEEDS THEN AVAILABLE FROM IDM'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY PAYABLE WITH RESPECT THERETO, IT BEING THE INTENT OF THE PARTIES HERETO THAT IDM'S TOTAL LIABILITY TO CUSTOMER BE CAPPED AT THE AMOUNTS PAID FROM SUCH INSURANCE POLICY. UPON CUSTOMER'S REQUEST, IDM SHALL PROVIDE A CERTIFICATE OF INSURANCE EVIDENCING MINIMUM POLICY LIMITS OF \$1,000,000 IN COMMERCIAL GENERAL LIABILITY COVERAGE. CUSTOMER MAY NOT ASSERT AGAINST IDM ANY CLAIM FOR BREACH OR NONPERFORMANCE IN CONNECTION WITH THIS AGREEMENT UNLESS CUSTOMER HAS GIVEN IDM WRITTEN NOTICE OF THE CLAIM WITHIN TWO YEARS AFTER THE CUSTOMER FIRST KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE UNDERLYING FACTS GIVING RISE TO SUCH CLAIM.
- (e) THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).
- (f) In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, acts of terrorists, strike, lockout, failure of public utilities, injunction or any act, exercise or requirement of any governmental authority, epidemic, by an adverse judgment of a court of appropriate jurisdiction, an adverse arbitration decision or by the action of any governmental regulatory agency with the authority to take such action, or any other cause beyond that party's reasonable control, then that party's failure to perform will be excused and the time for performance will be extended for the period of delay or inability to perform due to the occurrence.

15. Confidentiality.

- (a) CUSTOMER may receive Confidential Information from IDM. Except as required for the intended use of Services hereunder, CUSTOMER shall not use or disclose to any third party any such Confidential Information. CUSTOMER agrees to take all necessary steps to protect any Confidential Information with at least the same degree of care that CUSTOMER uses to protect its own confidential and proprietary

information of like kind, but not less than reasonable care. The obligation of confidentiality hereunder shall not apply to information that: (a) was already in the possession of CUSTOMER without restriction on its use or disclosure prior to the receipt of the information from IDM; (b) is or becomes available to the general public through no act or fault of CUSTOMER; (c) is rightfully disclosed to CUSTOMER by a third party without restriction on its use or disclosure; (d) is independently developed by employees and/or consultants of CUSTOMER who have not had access to the Confidential Information; or (e) is required to be disclosed pursuant to judicial or governmental decree or order, provided that IDM is given prompt notice of and the opportunity to defend against disclosure pursuant to such decree or order.

- (b) CUSTOMER shall, at the request of IDM or upon termination or expiration of this Agreement or when the need for the Confidential Information ceases, whichever is sooner, immediately return or destroy any media containing any Confidential Information.
- (c) CUSTOMER will make its employees, agents and subcontractors who may be exposed to Confidential Information aware of these terms and obligations and CUSTOMER is hereby responsible for their compliance.
- (d) IDM recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.
- (e) The requirements of this Section 15 shall survive the termination of this Agreement for a period of five (5) years.

16. Miscellaneous.

- (a) Choice of Law. This Agreement shall in all respects be governed by the federal laws of the United States.
- (b) Assignment. GSAR 552.212-4((w)(1)(xi) Non-Assignment, GSAR 552.212-4(b) Assignment, and FAR 42.12 Novation and Change-of-Name Agreements shall govern the assignment of this Agreement..
- (c) Entire Agreement. The terms and conditions contained herein, the terms and conditions set forth in Carahsoft Technology Corporation’s Multiple Award Schedule Contract, and in any Schedule constitute the entire agreement between the parties hereto relating to the subject matter of this Agreement and shall supersede all previous communications between the parties hereto with respect to the subject matter of this Agreement, including but not limited to, any prior agreement, quotation, proposal, correspondence or oral discussion relating to the subject matter hereof. Neither Carahsoft/IDM nor CUSTOMER has entered into this Agreement in reliance upon any representation, warranty, covenant or undertaking of the other party that is not set out or referred to in this Agreement. In the event of conflict between the terms and conditions herein and those in any associated negotiated purchase order, the conflict shall be resolved in accordance with GSAR 552.212-4(s) Order of Precedence.
- (d) Amendment. This Agreement may be modified or amended only by the written agreement of Carahsoft and GSA specifically referencing this Agreement.
- (e) Severability. The provisions hereof are severable, and in the event any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, then the remaining provisions of this Agreement shall remain binding on IDM and CUSTOMER.
- (f) No Waiver. No failure or delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof. No single or partial exercise of any right or power hereunder shall operate as a waiver of such right or of any other right or power. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach hereunder.

- (g) Headings. The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- (h) Notices. Any notice or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally or sent by facsimile, Federal Express (or other similar reputable third party delivery service), registered mail or certified mail, postage prepaid and addressed as noted in the preamble of this Agreement or any more recent address of which the sending party has been apprised.
- (i) Independent Contractors. The parties are independent contracts under this Agreement and nothing in this Agreement shall be construed to create any partnership, joint venture, employment or agency relationship whatsoever as between IDM and CUSTOMER. Either party shall not, by reason of any provision herein, be deemed to be the partner, agent, or legal representative of the other party.

Terms of Use

Independent Data Management LLC ("IDM") provides its precision agriculture software application called MyAgData, this website and any accompanying web hosting (collectively, the "Services") to the extent purchased by You, or on Your behalf through Your Authorized Technology Provider ("ATP") or Your Authorized Insurance Provider ("AIP"), if applicable, and subject to Your compliance with these Terms. If a corporation or limited liability company, "You" or "Your" means the corporation or limited liability company and its affiliates, employees, agents, officers, directors, shareholders and members accessing the Services, and if not a corporation or limited liability company, "You" or "Your" means the person or user, and his or her partners, agents and employees accessing this Services. You and IDM may also hereinafter be referred to each as a "Party" or collectively as the "Parties". YOU MUST READ THESE TERMS CAREFULLY, INCLUDING SECTION 6, BEFORE ACCESSING THE SERVICES BECAUSE THE TERMS LIMIT YOUR RIGHTS AND REMEDIES AS TO IDM.

- 1. Services.** Subject to IDM's receipt of payment for Your use of the Services, IDM hereby grants you a nonexclusive and nontransferable right to use and receive the Services up to the level purchased as the Services are intended to be used and solely in accordance with the IDM's end user documentation provided on its website for the Services purchased. You acknowledge that no physical copy of any IDM software or its source code will be provided to You under these Terms and Your use of such software is restricted to use through the internet as directed by IDM.
- 2. Registration.** When registering for the Services, You must provide true, accurate, current, and complete information about Yourself. You hereby affirm that You will continue to maintain and promptly update Your registration information to keep it true, accurate, current, and complete. If You provide, or IDM suspects You provided, any information that is untrue, inaccurate, not current, or incomplete while registering, IDM reserves the right to terminate these Terms and deny You access to the Services. While registering, You will pick a username and password that will allow You access to the Services. You agree not to provide Your username, password, or Your registered use of or access to the Services to any third party or use Your Services on behalf of any third party, unless expressly permitted by IDM in writing to do so. If IDM has reason to believe that Your account is no longer secure, IDM reserves the right to deny Your registered access to the Services. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD, AND ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES, INCLUDING ALL INFORMATION PROVIDED OR RECEIVED THROUGH YOUR REGISTERED ACCOUNT.
- 3. Use of the Services.** You shall use the Services for lawful purposes only. You shall not post or transmit through this Services any material: (i) which violates or infringes in any way upon the rights of others including, but not limited to, patents, trademarks, trade secrets, copyrights, or other proprietary rights; (ii) which is unlawful, threatening, abusive, tortious, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable; (iii) which encourages conduct that would constitute a criminal offense, gives rise to civil liability, is subject to confidential restriction by a third party, or otherwise violates any law; or (iv) which contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment. Without IDM's express prior approval, You shall not post or transmit through the Services any material which contains advertising or any solicitation with

respect to products or services. You shall not use any part of the Services to advertise or perform any commercial solicitation, including, without limitation, the solicitation of users to become subscribers of other on-line information services competitive with this Services. You further agree not to: (i) interfere with or disrupt the Services, or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations connected to the Services; (ii) collect or store personal data about other users; (iii) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Services; (iv) remove any copyright, trademark, or other proprietary rights notices contained in the Services; (v) "frame" or "mirror" any part of the website without IDM's prior written authorization; (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the website; or (vii) link to the website in a way that is damaging or defamatory to IDM or creates the false appearance that Your website or organization is sponsored by, endorsed by, affiliated with, or associated with IDM unless preapproved by IDM.

4. **Proprietary Information.** The Services contains copyrighted material, trademarks and other proprietary information, including, without limitation, text, software, photos, video, graphics, music and sound, and the contents of the Services are copyrighted under the United States copyright laws. You may not modify, publish, transmit, display, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part without consent from IDM, Your Authorized Technology Provider ("ATP") or Your authorized insurance provider ("AIP"), if Services were purchased through Your ATP or AIP, and the copyright owner, if other than IDM. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission of Your ATP or AIP, if Services were purchased through Your ATP or AIP, IDM and the copyright owner, if other than IDM. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that You do not acquire any ownership rights by downloading copyrighted material. IDM and each of the logos used in providing the Services are trademarks of Your AIP, if Services were purchased through Your ATP or AIP, IDM, or their affiliates. All rights are reserved.
5. **Privacy.** The personal information that IDM obtains through Your use of this Services is subject to IDM's Privacy Policy available at www.independentdatamanagement.com. You shall review the Privacy Policy before You use the Services. You agree that the information provided by You to IDM, including farm data, may be shared with Your ATP or AIP, if Services were purchased through Your ATP or AIP. You recognize that IDM is an independent contractor, and not an agent, of either You or Your ATP or Your AIP.
6. **Disclaimer of Warranty.**
 - A. YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IDM and YOUR AIP, IF APPLICABLE, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
 - B. NEITHER IDM, YOUR AIP, IF APPLICABLE, THEIR AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT: (i) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (ii) THE SERVICES WILL MEET YOUR REQUIREMENTS; (iii)

THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WHICH WERE FACILITATED THROUGH OR FROM THE SERVICES WILL MEET YOUR EXPECTATIONS; (v) ANY ERRORS IN THE SERVICES OR IDM'S SOFTWARE WILL BE CORRECTED.

- C. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT.
7. **Limitation of Liability.** THE FOLLOWING DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY RELATED TO THE SERVICES, INCLUDING WITHOUT LIMITATION DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INACCURACY, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THE SERVICES, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR (INCLUDING STRICT LIABILITY BUT EXCLUDING WILLFUL AND WANTON CONDUCT), NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION:

IN NO EVENT WILL IDM, YOUR AIP (IF SERVICES WERE PURCHASED THROUGH YOUR ATP or AIP), OR IDM'S LICENSORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, DIRECT, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, OR INTANGIBLE LOSSES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR ANY OTHER MATTER RELATING TO THE SERVICES.

IN ADDITION, IN NO EVENT WILL IDM'S, YOUR ATP or AIP'S (IF SERVICES WERE PURCHASED THROUGH YOUR ATP or AIP), OR IDM'S LICENSORS' LIABILITY TO YOU FOR ANY DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SERVICES OR ANY OTHER MATTER RELATING TO THE SERVICES EXCEED, FOR EACH PARTY RESPECTIVELY, THE AMOUNT OF FEES PAID BY YOU DIRECTLY TO IDM, TO YOUR AIP, OR TO IDM'S LICENSOR'S IN THE TWELVE MONTHS PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO SUCH DAMAGES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY OR EXCLUSION OF CERTAIN WARRANTIES AS SET FORTH IN THESE TERMS, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. TO THE EXTENT IDM OR YOUR AIP MAY NOT, AS A MATTER OF APPLICABLE LAW, LIMIT ITS LIABILITY OR EXCLUDE CERTAIN OR ANY WARRANTIES, THE SCOPE AND DURATION FOR SUCH WARRANTY AND THE EXTENT OF IDM'S, IDM'S LICENSOR'S AND YOUR AIP'S LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

8. **Monitoring.** IDM shall have the right, but not the obligation, to monitor Your use of the Services to determine compliance with these Terms and any operating rules established by IDM and to satisfy any law, regulation or authorized government request. IDM has the right, but not the obligation, to alter or remove any materials posted or transmitted by You and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Services properly, to protect IDM, and to comply with legal obligations or governmental requests.
9. **Links to Other Websites.** IDM's website may provide links to other websites that are not under the control of or maintained by IDM. IDM and Your ATP or AIP (if Services are purchased through Your ATP or AIP) are not responsible for the content of such sites or any technical or other problems associated with any such third party website or link thereto. IDM and Your ATP or AIP make no representations, warranties, or conditions with respect to the content, privacy practices, ownership, or legality of any such third party website. The presence of any links to third party websites shall not imply that IDM or Your ATP or AIP endorse any of the materials at the third party websites. Your access and use of such websites are solely at Your own risk.
10. **Term.** Your rights as granted herein shall commence upon your acceptance of these Terms and shall continue until such time that either IDM or You terminate these Terms by giving the other Party notice of the desired termination date .
11. **Online Payment Terms.** By submitting credit or debit card information online, You authorize IDM or its third party provider to process payment for your Services order and debit Your card in the applicable amount. You represent and warrant that You are an authorized user of any such credit or debit card and that there are sufficient funds to cover the cost of the Services. By submitting card information online, You recognize that internet communications may not always be secure and have an inherent risk of interception and/or interference. You hereby consent to transmission of payment information via the internet and to the maximum extent allowed by law, waive any claim that You may have against IDM or its third party provider with respect to such transmission. Unless otherwise agreed to in a signed writing between You and IDM, all prices advertised online are subject to change. If IDM discovers an error in the price of any Services which You have ordered, IDM will inform You of this as soon as possible and give You the option of reconfirming Your order at the correct price or cancelling it. If IDM is unable to contact You, IDM will treat the order as cancelled. If You cancel and You have already paid for the Services, You will receive a full refund.
12. **Modifications.** IDM has the right at any time to change or modify the Terms, or to impose new conditions, including, without limitation, adding fees and charges for use. If You maintain an account with IDM, you will be notified of any changes to these Terms when You log in to your account.

13. **Miscellaneous.** These Terms and the terms and conditions of Carahsoft Technology Corporation's Multiple Award Schedule Contract constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the Parties with respect to such subject matter. These Terms shall be construed in accordance with the federal laws of the United States, without regard to its conflict of laws rules. If any provision of these Terms are found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. No waiver by either Party or Your AIP of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. IDM and Your AIP neither endorse nor is responsible for the accuracy or reliability of any opinion, advice or statement made on this website by anyone other than authorized by IDM and Your AIP employee spokespersons while acting in their official capacities. These Terms are for the benefit of IDM, Your AIP (if Services purchased through Your AIP), their affiliates and any third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

Last Updated: February 12, 2018

Privacy Policy

Independent Data Management LLC (or "IDM") is committed to maintaining the confidentiality, integrity and security of any personal information and farm data received. This Privacy Policy explains how we collect, use, and protect information provided through MyAgData. "Personal information" for purposes of this Policy means information that identifies you, such as your name, addresses, phone number, or email address. "Farm Data" means information that identifies your farm, fields, crop, or yield.

IDM ensures your data is secure to guard against identify theft and provide security for your personal information and farm data. MyAgData is implemented in the Microsoft Azure cloud which has received FedRAMP certification (<http://cloud.cio.gov/fedramp>) to ensure secure cloud computing for the Government.

Data privacy and protection in agriculture is evolving. We annually review our privacy and security policies and adapt them as necessary to address new challenges. If you maintain an account with IDM, you will be notified of any changes to this Privacy Policy when you log in to your account at which time IDM will request your acknowledgement of the changes.

If you have additional questions, please contact us at support@MyAgData.com.

1. Types of Information & Farm Data We Collect
 2. How We Use Information & Farm Data (the "Purposes")
 3. What We Do Not Do with Your Farm Data
 4. Disclosure of your Information to Protect our Rights or if Required by Law
1. Types of Information & Farm Data We Collect

MyAgData collects "Personal Information" and "Farm Data."

Personal Information is information that can be used to identify, locate or contact you. We collect contact Information that allows us to identify and to communicate with you, such as your name, phone number, username, mailing address, and email address.

We collect the following types of Farm Data:

- Farm, Tract, and Field information required to identify your farms to the USDA.
- Crop Insurance Policy information required to tie your farm data to your policy units.
- Farm data generated by, collected by, or stored in your farm equipment or any hardware or device interfacing with your equipment. This includes as applied and yield data used to complete USDA acreage reporting.

The transferring of Farm Data to IDM does not mean ownership of the Farm Data is transferred to IDM. As between the farmer and IDM, the farmer retains ownership of his/her/its Farm Data.

2. How We Use Information & Farm Data (the "Purposes")

MyAgData uses Personal Information and Farm Data for a variety of purposes, including:

- Customer Support: to validate the caller is who they are in order to avoid disclosure of personal information to a 3rd party;
- Product Support: to answer your questions about the use of MyAgData® for reporting; and
- Acreage Reporting: to complete the acreage reporting process by the service provider or the grower and to send only required data to the crop insurance company or the USDA.

3. What We Do Not Do with Your Farm Data

We do not use your Personal Information or Farm Data beyond what we are contractually obligated to do for you including:

- We do not sell your Personal Information or Farm Data.
- We do not use your Personal Information or Farm Data to advertise or market to you.
- We do not use your Personal Information or Farm Data to sell you additional products or services.

We will not allow any third party access to your information other than is required to provide to you services. We will use our best efforts to ensure that all such third parties accessing your information have in place a privacy policy substantially similar to, if not more protective of your Personal Information than, this Privacy Policy.

4. Disclosure of your Information to Protect our Rights or if Required by Law

Notwithstanding the foregoing, IDM reserves the right to share or disclose your personal information when IDM determines, in its sole discretion that the disclosure of such information is necessary or appropriate:

- To enforce our rights against you or in connection with a breach by you of this Privacy Policy or the MyAgData Terms of Use;
- To prevent prohibited or illegal activities; or
- When required by any applicable law, rule regulation, subpoena or other legal process.

Upon request, and after providing satisfactory proof of identity, you will be given access to the Personal Information and Farm Data you have provided in the original format. We retain original farm data for 7 years to meet audit retention requirements. Personal Information and Farm Data can be retrieved by contacting Customer Service via email at info@myagdata.com or calling (888) 510-1299.

5. Notification in the event of a breach of security

We will notify you of any breach in cyber security that results in the unauthorized acquisition by a third party of your Personal Information or Farm Data.

Last Updated: February 12, 2018