

PART F – PROAGRICA NETWORK TERMS

This Part F applies where an Order Form indicates that RSG will provide Customer with access to the Proagrica Network.

1 DEFINITIONS

1.1 The definitions listed in this clause, together with any terms defined in Part A (Core Terms) of this Agreement shall apply to this Part F (Proagrica Network Terms):

“Adapter” means RSG’s proprietary adapter software made available to Customer by RSG in connection with Customer’s use of the Proagrica Network.

“Customer Equipment” means Customer’s computer system and all such equipment, software and communication lines necessary to access the Services.

“Participant” means a third party with whom Customer wishes to exchange information via the Proagrica Network. The maximum number of Participants is set out on the Order Form, and Participants are Customer’s Authorized Users.

“Proagrica Network” means RSG’s software and hardware network which allows the routing of documents electronically between connected participants via the Adapter and/or other specified communication protocols.

“Service” means the provision of the Proagrica Network and associated helpdesk and support services.

“Service Level Agreement” means any document(s) which may be agreed in writing between the parties from time to time setting out service levels applicable to the Services.

“Service Levels” means the service levels set out in the relevant Service Level Agreement, as amended by RSG from time to time.

“VAN” means the network and service provided by a third party electronic document interchange service provider to Customer for the purpose of integrating Customer Equipment with the Proagrica Network.

2 PROAGRICA NETWORK

2.1 RSG grants Customer a non-transferable, non-exclusive right to access the Proagrica Network via the Adapter or via such other means as may be agreed in writing with RSG.

2.2 Customer will not use the Proagrica Network in a way which interferes with the use of the Proagrica Network by any other user.

2.3 RSG will use commercially reasonable endeavours to meet the Service Levels in providing the Services. Notwithstanding any other provision of this Agreement, RSG may modify the Service Levels at any time.

2.4 Customer agrees that RSG may list Customer and/or its unique Proagrica Network locations to the Proagrica Network directory which it makes available to current and prospective Proagrica Network customers.

2.5 RSG may provide periodic upgrades and maintenance for the Adapter, and Customer must promptly apply or install all updates and upgrades. The Adapter is provided to Customer solely in connection with Customer’s use of the Proagrica Network. Customer must not access or use the Adapter save to the extent necessary to use and access the Proagrica Network in accordance with this Agreement.

2.6 Prior to exchanging messages with Participants, Customer will require Participants to agree to the Proagrica Network access terms (as provided by RSG from time to time) and will not permit a Participant to access the Proagrica Network unless the Participant has agreed to such terms.

3 CUSTOMER OBLIGATIONS

3.1 Customer will:

3.1.1 facilitate, at its own cost, the integration of Customer Equipment with the Proagrica Network in accordance with RSG’s instructions from time to time;

3.1.2 provide the hardware and software instructed by RSG and required to enable RSG to carry out its obligations under this Agreement;

3.1.3 maintain Customer Equipment so that functioning of the Customer Equipment does not interfere with, delay or impede functioning of the Proagrica Network in accordance with the Service Levels;

3.1.4 connect to the Proagrica Network only in a way which has been authorised in writing by RSG;

- 3.1.5 notify RSG promptly of changes to Customer Equipment, business environment, or business plans and procedures which may have an impact on the Services;
 - 3.1.6 perform regular back-ups of any of its data used by it in, or in connection with, the Services;
 - 3.1.7 follow instructions and technical procedures established by RSG in relation to use of the Services from time to time;
 - 3.1.8 where relevant, manage the data mapping between the Proagrica Network and Customer Equipment in accordance with timescales agreed between the parties;
 - 3.1.9 provide RSG with access to the Customer's premises where reasonably requested by RSG where required in order for RSG to provide the Services, including reasonable logical access to the Customer's networks and systems, subject to compliance by RSH with Customer's IT security policies from time to time;
 - 3.1.10 nominate a representative with whom RSG can discuss service-related issues. Customer must advise RSH in writing of any changes to the Customer's nominated contact(s);
 - 3.1.11 ensure that end users are fully trained in functions and uses of relevant software.
- 4 AUTHORISED THIRD PARTIES.** RSG may from time to time, upon terms specified by RSG, consent to Customer's VAN provider (or other third party) ("**authorised third party**") to access and use the Proagrica Network to enable them to provide services to the Customer. Any costs associated with such use and access shall be paid by Customer upon demand from RSG.
- 5 SECURITY.** RSG will implement security measures which shall, as a minimum, include: (a) hosting of hardware and software in a physically secure data center (which may include use of a reputable third party data center or cloud hosting provider); (b) secure development environments; (c) datacenter firewalls and, where necessary, antivirus software; (d) internal routing and validation of email with no relaying (anti-spamming); (e) user web access driven by secure user name and password; (f) 128-bit encryption and decryption of documents; and (g) generation of public and private certificate keys.
- 6 RELEASES.** RSG will manage all material update or change to the Proagrica Network (each a "**release**") in accordance with its internal release management procedures. RSG may from time to time issue emergency releases in response to a problem which adversely affects the quality of service provided to one or more customers. RSG may make emergency releases without prior communication and will communicate the fact of the release as soon as commercially possible following the release.