

AGREEMENT

This Agreement is entered into between _____ at _____ (“Subscriber”) and the American Forest Foundation, Inc. at 2000 M Street, N.W., Suite 550, Washington, D.C. 20036 (“AFF”) regarding access to and use of AFF’s American Tree Farm System Online Verification Database (“Database” or “Data”).

I. License

Subscriber is granted a non-exclusive, non-transferable, limited license to access the Database solely for the purpose of obtaining on-line verification that a specific piece of property is certified by the American Tree Farm System. This license includes the right to download and temporarily store the certification information obtained by Subscriber for internal use only. Subscriber may also create printouts of the Data for internal use only. Subscriber shall not share Data with third parties nor shall Subscriber use the Data for any purpose except as set out above. Subscriber shall receive one password, which may be distributed only to Subscriber’s authorized employees.

II. Limitations

Subscriber may not copy, download, store, publish, transmit, transfer, sell, or otherwise use the Data or any portion of the Data in any form or by any means except as expressly permitted in this Agreement.

III. Rights in Data

Except for the license granted in this Agreement, all rights, title and interest in the Data, including all copyrights, are and will continue to be the exclusive property of AFF.

IV. Fees

Subscriber agrees to pay an annual fee of \$ _____, for database access for _____ facilities, based on the following schedule. Fees are payable upon execution of this Agreement. Upon payment of the above-specified fee, AFF will activate a password for Subscriber.

Single subscription – 1 mill	\$600/year
Any additional mill will be an additional \$500/year, up to three mills.	
Single subscription – wood dealer yard, consulting firm	\$500/year
Multi-use subscription – 3 mills or more	\$1750/year

V. Term and Termination

This Agreement will become effective upon execution by both parties and payment of the annual fee and will continue in force for one year from effective date. This Agreement will automatically renew for additional one year periods unless

Subscriber notifies AFF, at least 30 days prior to renewal of Subscriber's intent to terminate.

Either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the non-terminating party commits a material breach of any obligation to the other party under this Agreement. Subscriber may terminate this Agreement immediately upon giving written notice of termination to AFF after receiving notice of an amendment which contains new terms that materially alter the terms of this Agreement and which are unacceptable to Subscriber.

VI. Limitation of Claims

AFF's entire liability under this Agreement for claims for damage relating to AFF, its database or the data, shall be limited to the annual fee paid by Subscriber under this Agreement.

VII. Notices

All notices must be in writing, addressed to the party at the addresses listed in I. above, and shall be deemed given upon receipt.

Agreed:

AMERICAN FOREST FOUNDATION, INC.

Title: _____

Date: _____

SUBSCRIBER

Title: _____

Company: _____

Date: _____