



JOHN DEERE DIFFERENTIAL CORRECTION SOFTWARE LICENSE AGREEMENT

IMPORTANT -- READ CAREFULLY. THIS IS A LEGAL CONTRACT BETWEEN YOU AND JOHN DEERE SHARED SERVICES, INC., A CORPORATION HAVING A PRINCIPAL ADDRESS OF ONE JOHN DEERE PLACE, MOLINE, IL 61265 ("JOHN DEERE") AND GOVERNS YOUR USE OF THE JOHN DEERE DIFFERENTIAL CORRECTION SOFTWARE ("LICENSED SOFTWARE"). IF YOU ARE UNABLE OR UNWILLING TO COMPLY WITH ANY OF THESE TERMS, YOU MUST IMMEDIATELY DISCONTINUE USING THE LICENSED SOFTWARE, AND CONTACT JOHN DEERE OR YOUR DEALER. THIS CONTRACT IS BETWEEN YOU AND JOHN DEERE ONLY. NO THIRD PARTY – INCLUDING BUT NOT LIMITED TO JOHN DEERE DEALERS – HAS THE AUTHORITY TO CHANGE OR SUPPLEMENT THIS LICENSE AGREEMENT.

IF YOU WERE ASSIGNED THIS LICENSE AGREEMENT FROM A THIRD PARTY (SUCH AS A JOHN DEERE DEALER), YOU UNDERSTAND AND AGREE THAT NO AGENCY RELATIONSHIP BETWEEN DEERE AND THAT THIRD PARTY IS IMPLIED OR SUGGESTED BY THE FACT THAT SUCH THIRD PARTY ASSIGNED THIS LICENSE AGREEMENT TO YOU. THIS LICENSE AGREEMENT IS EFFECTIVE AS OF THE DATE OF EXECUTION (THE "EFFECTIVE DATE").

This License Agreement sets forth the terms governing your activation and use of the Licensed Software on a single Receiver during the License Term (defined in Paragraph 8(a)). If you wish to activate more than one Receiver, you must execute a separate License Agreement for each Receiver.

1. **Differential Correction Data.** John Deere has developed software that enables the John Deere StarFire Receiver ("**Receiver**") to receive and use Global Positioning System correction data that may be transmitted via one or more satellite networks ("**GPS Correction Data**"). The Receiver has been pre-configured to receive publicly available, differential GPS Correction Data, and to enable use of the GPS Correction Data at the SF1 level of accuracy as described in the terms governing your use of the Receiver and associated software.

2. **Description and Activation of Licensed Software.** The Licensed Software enables your Receiver to operate at a greater level of accuracy. To use the Licensed Software licensed under this License Agreement, you must activate one (and only one) compatible Receiver. If your Receiver is not SF2-ready, you may also need to purchase an additional, permanent software license before you can use the Licensed Software. You must register at www.stellarsupport.com to access the Support Website. In order to conclude this License Agreement, you must provide the information required by the Support Website and agree to make any payments identified at the Support Website for the SF2 license. After you provide the necessary information and agree to the payment terms, you may receive an activation code ("**Activation Code**") for the Receiver that, when loaded into the Receiver by means of a John Deere-approved display or by means of computer software provided by the John Deere (following the instructions supplied by the John Deere, e.g. in the Operator's Manual) will enable you to use the Licensed Software pursuant to the terms of this License Agreement, the terms governing your use of the Receiver, and, as applicable, the terms governing your use of a John Deere Display system. "**Activation**" of the Licensed Software on the Receiver will ordinarily occur upon issuance by John Deere of an Activation code, but in some cases

Activation may be accomplished wirelessly, via John Deere's support website (www.stellarsupport.deere.com).

3. **License and Permitted Use of Licensed Software.** John Deere hereby grants to you, and you accept, a nonexclusive license to use the Licensed Software in machine-readable, object code form, only during the License Term and only as authorized in this License Agreement and all applicable provisions stated in the agreement governing your use of the Receiver and associated software, which you agree to review carefully prior to using the Licensed Software. The Licensed Software may be used only on the Receiver in which it was activated; or, in the event of the inoperability of that Receiver, on a replacement Receiver provided to you by an authorized dealer pursuant to the Limited Warranty of Paragraph 6. You agree that you will not assign, sublicense, transfer, pledge, lease, rent, or share your rights under this License Agreement, except that you may permanently transfer all of your rights under this License Agreement in connection with the sale of the Receiver on which the Licensed Software covered by this Agreement is activated. If you sell or otherwise transfer the ownership of the Receiver, you agree that you will require such transferee to accept terms no less restrictive than those in this License Agreement. In addition to the foregoing, You agree that you will not obtain or attempt to obtain the Licensed Software using false or untrue information or without paying the appropriate fees and charges, nor will you knowingly permit others to do so, and you agree to pay any license fees and charges that would otherwise have been due. No other use of the Licensed Software is permitted by this License Agreement except as set forth in this Paragraph 3.

4. **John Deere's Rights.** You acknowledge and agree that the Licensed Software is proprietary to John Deere, or its

licensors, and is protected under copyright law. You further acknowledge and agree that all right, title, and interest in and to the Licensed Software, including associated intellectual property rights, are and shall remain with John Deere and its licensors. This License Agreement does not convey to you any title or interest in or to the Licensed Software, but only a limited right of use revocable in accordance with the terms of this License Agreement. You agree that you will not: (a) reverse assemble, reverse compile, modify, or otherwise translate the Licensed Software, or attempt to defeat the copyright protection and application enabling mechanisms therein; (b) copy or reproduce the Licensed Software; or, (b) remove or obliterate any copyright, trademark or other proprietary rights notices from the Licensed Software, except as expressly permitted in writing by John Deere or its licensors or expressly permitted under applicable law notwithstanding these restrictions. You also agree not to permit any third party acting under your control to do any of the foregoing.

5. Fees and Payment. You agree to pay all applicable license fees as directed by the Support Website. Such fees will be paid via a John Deere-approved payment method. If you fail to make any portion of such payment, and for each month in which payment remains outstanding, a late charge of the lesser of (i) 1.5% per month of any outstanding amount or (ii) the maximum amount permitted by law may be charged to you. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by John Deere in collecting payment will be an expense of and charged to you. John Deere may change payment terms at any time. If you become delinquent in the payment of any sum due, John Deere will not be obligated to continue performance under this License Agreement. **If you purchased or received this License Agreement from a third party (such as a Dealer), you are responsible to pay any license fees due under this License Agreement to the extent the third party has not paid, or does not pay, John Deere, regardless of whether you have paid the third party for the assignment of this License Agreement.** Should any taxes and/or penalties become due as a result of your submission of false or inaccurate information in conjunction with the execution of this License Agreement or your use or activation of the Licensed Software, you agree that you will be responsible for payment of any such taxes or penalties or for reimbursement of such taxes or penalties, in case they were already incurred by John Deere or any of John Deere's affiliates or suppliers. John Deere reserves the right to refer your account to a third party for collection in the event of an ongoing default in payment.

6. Warranties, Disclaimers and Limitations of Liability.

a. Licensed Software. John Deere warrants that during the License Term the Licensed Software will operate substantially in accordance with the applicable functional specifications set forth in the Receiver documentation. **JOHN DEERE DOES NOT WARRANT THAT OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT WILL MEET YOUR NEEDS.** Your exclusive remedy and the sole obligation of John Deere and (as applicable) its service partners in the event of any warranty claim or any other contract deficiency shall be for John Deere or (as applicable) its service partners to use commercially reasonable efforts to correct the deficiency or, if correction cannot be accomplished in thirty (30) days, to refund an equitable part of any license fees for the Licensed Software determined in reference to your prior use of the Licensed Software and the impact of the deficiency. You acknowledge that this warranty does not apply where a deficiency in the operation of the Licensed Software is due to circumstances beyond John Deere's reasonable control and/or is caused by an act or omission of a third party, including, but not limited to, equipment failure, acts of God, strikes, or other similar causes. You further acknowledge that deficiencies in the coverage, availability, GPS Correction Data and operation of the Licensed Software caused by atmospheric or topographical conditions or interruption of data transmissions from orbital satellites are beyond John Deere's reasonable control and are considered force majeure. In such cases, the John Deere assumes no responsibility for coverage and quality problems related to these conditions.

b. Your Responsibilities. **YOU ACKNOWLEDGE THAT YOU MUST OBTAIN ALL OF THE ITEMS NECESSARY TO ACCESS THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE STARFIRE RECEIVER AND ANY OTHER APPLICABLE EQUIPMENT, ("REQUIRED EQUIPMENT"). EXCEPT FOR ANY EXPRESS WARRANTIES GIVEN BY THE SELLER THAT ARE APPLICABLE TO THE REQUIRED EQUIPMENT, YOU FURTHER ACKNOWLEDGE THAT JOHN DEERE IS NOT RESPONSIBLE FOR AND HAS NO LIABILITY WHATSOEVER FOR SECURING THE REQUIRED EQUIPMENT, FOR THE PERFORMANCE OF THE REQUIRED EQUIPMENT OR FOR ANY PROBLEMS WITH THE LICENSED SOFTWARE CAUSED BY THE REQUIRED EQUIPMENT.**

c. Disclaimer. EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED ABOVE IN PARAGRAPH 6(A),

THE LICENSED SOFTWARE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. JOHN DEERE, ITS AFFILIATES AND THIRD PARTY SUPPLIERS EXPRESSLY DISCLAIM AND YOU EXPRESSLY WAIVE, RELEASE AND RENOUNCE ALL WARRANTIES OF JOHN DEERE, ITS AFFILIATES, AND THIRD PARTY SUPPLIERS ARISING BY LAW OR OTHERWISE WITH RESPECT TO AND INCLUDING, BUT NOT LIMITED TO: ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE; ANY WARRANTY AS TO ACCURACY OR AVAILABILITY OF THE LICENSED SOFTWARE; ANY WARRANTY OF TITLE OR NON-INFRINGEMENT; AND ANY OTHER WARRANTY ARISING UNDER ANY THEORY OF LAW, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHER LEGAL OR EQUITABLE THEORY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY OR SUITABILITY FOR USE, SHALL BE DEEMED TO BE A WARRANTY BY JOHN DEERE OR ANY OF ITS AFFILIATES OR THIRD PARTY SUPPLIERS.

d. Limitation of Liability. OTHER THAN AS SET FORTH ABOVE IN THIS PARAGRAPH 6 AND BELOW IN PARAGRAPH 7, UNDER NO CIRCUMSTANCES SHALL JOHN DEERE, ITS AFFILIATES OR ITS THIRD PARTY SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR CROP LOSS, DAMAGE TO LAND, LOST PROFITS, LOSS OF BUSINESS OR LOSS OF GOODWILL, LOSS OF USE OF EQUIPMENT OR SERVICES OR DAMAGES TO BUSINESS OR REPUTATION ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY ASPECT OF THIS LICENSE AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AND WHETHER OR NOT JOHN DEERE, ITS AFFILIATES OR ITS THIRD PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF JOHN DEERE, ITS AFFILIATES AND/OR ITS THIRD PARTY SUPPLIERS EXCEED THE AMOUNT PAID BY YOU TO JOHN DEERE UNDER THIS LICENSE AGREEMENT.

7. **Indemnification.** You agree to defend, indemnify and hold John Deere, its affiliates and third party supplier, and their, officers, directors, employees, agents and representatives (each an "Indemnified Party"), harmless from and against all

claims, demands proceedings, injuries, liabilities, losses, or costs and expenses (including reasonable legal fees) brought by any third party against any such persons arising from or in connection with your use of the Licensed Software, regardless of whether such losses are caused, wholly or partially, by any negligence, breach of contract or other fault of an Indemnified Party.

8. Term & Termination.

a. **License Term.** This License Agreement will commence as of the Effective Date and expire as described below, unless the License Agreement is otherwise terminated earlier in accordance with the terms of this Paragraph 8. This License Agreement does not automatically renew. The initial term of this License Agreement (the "Activation Period") will commence upon the Effective Date and will continue in effect for a period of two years except as set forth below in this Paragraph 8(a). If the Licensed Software is not activated (as provided in Paragraph 2 within the Activation Period, this License Agreement will expire at the end of the Activation Period. If the Licensed Software is activated within the Activation Period, this License Agreement will continue for the Subscription Period, which will commence upon the date of Activation. The "Subscription Period" is the subscription term agreed between John Deere and you prior to execution of this Contract, and ends in all cases upon the earlier of (i) the expiration of the agreed subscription term or (ii) any termination of this Contract. The "License Term" is the period of time beginning on the Effective Date and ending upon expiration of this License Agreement.

b. **Termination.** John Deere may terminate the license granted under this License Agreement upon written notice of termination provided to you if you violate any material term of this License Agreement pertaining to your use of the Licensed Software or John Deere's rights, including, without limitation, the provisions of Paragraphs 3 and 4 above.

9. **Licensed Software Maintenance.** John Deere may, at its sole option, offer you maintenance of the Licensed Software, even though the Warranty Period has expired. Such maintenance may include providing modifications, corrections or enhancements ("Upgrades") to the Licensed Software and/or the applicable Operators' Manuals. John Deere reserves the right, in its sole discretion, to charge you for maintenance (except in cases where corrections are provided under the Limited Warranty). Your acceptance of this License Agreement constitutes your agreement that any Upgrades will

be deemed included in the Licensed Software as defined in this License Agreement and that they shall be governed by the terms and conditions applicable to the Licensed Software under this License Agreement.

10. **Compliance with Law.** You agree that you will use the Licensed Software in accordance with United States law and the laws of the country in which you are located, as applicable, including foreign trade control laws and regulations. The Licensed Software may be subject to export and other foreign trade controls restricting re-sales and/or transfers to other countries and parties. By accepting the terms of this License Agreement, you acknowledge that you understand that the Licensed Software may be so controlled, including, but not limited to, by the Export Administration Regulations and/or the foreign trade control regulations of the Treasury Department of the United States. The Licensed Software remains subject to applicable U.S. laws.

11. **Costs of Litigation.** If any claim or action is brought by either party to this License Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney, arbitrators, and dispute resolution center administrative fees and expenses of litigation.

12. **Severability and Waiver.** Should any term of this License Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights of subsequent actions in the event of future breaches.

13. **Choice of Law, Venue, and Language.** This License Agreement will be governed by and construed in accordance with the substantive laws in force in the State of Illinois, U.S.A. The respective courts of Rock Island County, Illinois have exclusive jurisdiction over all disputes relating to this License Agreement. The rights and obligations of the parties under this License Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods ("CISG") and the parties hereto expressly exclude the applicability of the CISG to this License Agreement. In the event this License Agreement is translated in any language other than the English language, then in the event of a conflict between the English language version and the translated version, the English language version will prevail in all respects

14. **Assignment by John Deere.** John Deere may assign this License Agreement without your prior consent to any company or entity affiliated with John Deere, or by an assignment associated with a corporate restructuring, merger or acquisition.

15. **Representations of Licensee.** BY ACCEPTING THIS AGREEMENT, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT; (C) AGREE THAT THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE LICENSED SOFTWARE AND ON WHOSE BEHALF IT IS USED; (D) AGREE TO PERFORM THE OBLIGATIONS OF THIS AGREEMENT; AND (E) REPRESENT AND AGREE THAT ALL INFORMATION PROVIDED BY YOU IS TRUE AND ACCURATE TO THE BEST OF YOUR KNOWLEDGE.

16. **Notices.** All notices to John Deere shall be sent by certified or registered mail to John Deere Shared Services, Inc., One John Deere Place, Moline, IL 61265 U.S.A. In addition, a copy of the notice shall be sent to John Deere Intelligent Solutions Group, ATTN: John Deere Display, 4052 114th Street, Urbandale, IA 50322 U.S.A. All notices to John Deere shall be effective upon receipt. All notices required to be given to you shall, in John Deere's sole discretion, either be sent via certified or registered mail to the address given to John Deere, a John Deere dealer, or another distribution partner of John Deere in connection with your purchase of the Display. Either method of notification used by John Deere shall be effective upon dispatch. You agree to notify John Deere of any change in your address in the manner set forth above.

