

## John Deere Base Station Manager License Agreement

Updated July 14, 2021

The Licensor identified below grants you this license to manage a single compatible terminal with the John Deere Base Station Manager web applications during the Term and subject to the terms of this license agreement. The Base Station Manager web applications (at [bsm.deere.com](http://bsm.deere.com)) allow you to manage a connected terminal, including by updating software, managing connected rovers and receivers, managing access, and viewing information about connected Base Station receivers.

### A. Activation

You may activate this license (“**Activation**”) only if you are a John Deere Dealer in good standing, and only within your Dealer John Deere Organization (“**Dealer Org**”). Any staff member of your Dealer Org with Contract Permission rights can activate this license at [www.stellarsupport.com](http://www.stellarsupport.com). Any terminal connected under this license must be active under a current JDLink subscription, and linked to your Dealer Org.

### B. Data and Privacy, Terms of Use

All information collected under this license will be managed and governed as provided in the John Deere Organization Terms of Use. Your use of this license is subject to all terms of this license agreement and the terms of use governing your Dealer Org.

### C. Compatible Devices

You may register one compatible terminal under this license. We generally support all current models of the John Deere Telematics Gateway (“MTG”) and may support discontinued models as well. Compatible terminals for each supported country can be found by searching for “Hardware Compatibility” in the Help Documentation (located under the Assistance Link in [bsm.deere.com](http://bsm.deere.com)). To connect additional terminals, you will need to purchase and activate additional licenses.

### D. Fees and Taxes

1. **Fees.** You agree to pay all applicable license fees. 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, this license may be terminated.
2. **Taxes.** All prices and rates affiliated with this license do not include use, excise, goods and services, sales (including provincial sales tax or harmonized sales tax) or similar taxes assessed at any time. If any taxes must be deducted from any amounts payable or paid by you hereunder, you will pay such additional amounts as may be necessary to ensure that John Deere receives a net amount equal to the full amount which it would have received had no such deduction or withholding have been required. Excepting those taxes imposed upon John Deere and regulatory license fees, all applicable taxes and/or assessments will be paid by you. You are responsible for payment of tax whether it is concurrently invoiced to you with the original invoiced amount or subsequently invoiced based on John Deere's later review of facts affecting your tax status or determination that the laws of the country, state or province where any services were delivered requires assessment and collection of tax. If John Deere pays any such taxes on behalf of you, you will reimburse John Deere in accordance with Section C.1 above.

## **E. Transferring, Reselling this License**

This license is not transferable, and any attempted transfer, assignment, or resale of this license will be void and constitute a material breach of these terms.

## **F. Term, Termination**

1. **Term.** This license is effective as of the date this license is ordered from Deere, and will expire as described below, unless terminated earlier in accordance with the terms of this Section E. The initial term of this license (the “**Initial Term**”) begins on the Effective Date and will continue in effect for a period of two years except as set forth below. If license is not activated (as provided in Section A, above) within the Initial Term, this license will expire at the end of the Initial Term. If license is activated within the Initial Term, this license will continue for the License Period, which will commence upon the date of Activation. The “**License Period**” is the subscription term agreed between John Deere and you prior to execution of this license and confirmed in your Base Station Manager notice 2 Confidential with no Personal Information (for Activated licenses) or by contacting Deere. Customer can view license details by logging into [www.stellarsupport.com](http://www.stellarsupport.com). The License Period ends in all cases upon the earlier of the expiration of (i) the agreed license term or (ii) any termination of this license.
2. **Termination by Customer.** You may terminate this license following Activation at any time by closing your Dealer Org as provided in the John Deere Organization Terms of Use, or by contacting John Deere.
3. **Termination by John Deere.** We may suspend or end this license if you breach the terms of this license agreement or the terms of use governing your Dealer Org, or, following Activation, in the event that your Dealer Org is closed or suspended for any reason. We may terminate this license immediately if you attempt to assign, sell, or transfer this license.
4. **Termination for Convenience by John Deere.** John Deere may terminate this license upon thirty (30) days prior written notice. Upon any termination of this license under this paragraph, John Deere will pay a prorated portion of any payments paid to John Deere under this license agreement. Such reimbursement will be John Deere’s sole liability for any such termination for convenience.

## **G. Licensor**

The Licensor under this License Agreement is the John Deere entity that supports your Dealer Org. If you do not have a John Deere Dealer Org, the Licensor is John Deere Special Technologies, Inc, One John Deere Place, Moline, Illinois 61265, USA.