

John Deere See & Spray™ 2024 License Agreement Terms and Conditions

Updated: 28 August 2023

Under this license agreement (“**Agreement**”) we will deliver license codes to you, for use on your compatible equipment (the “**Service**”). These license codes (the “**License Codes**”) activate features of the John Deere See & Spray™ software (the “**Software**”) on compatible equipment managed in your John Deere Organization (“**Compatible Equipment**”). By agreeing to these terms or requesting, accepting, or using a License Code you enter a legally binding contract with Deere, and you confirm that you accept the terms of this Agreement and that you will comply with them. You represent and warrant that you are at least 18 years of age, and if you are acting on behalf of an entity or another person, you represent and warrant that you have the authority to bind that entity or person under this Agreement, and all instances of “you” and “your” below refer to that entity or other person.

In addition to these terms, use of the Service is also subject to the John Deere Customer Organization Terms and Conditions (available through www.myjohndeere.com), which are hereby incorporated by reference, as well as our Privacy Notice (available at www.johndeere.com/trust), and any applicable website or application terms of use.

This Agreement is effective between you and John Deere Special Technologies Group, LLC., a Delaware Limited Liability Corporation, with headquarters at One John Deere Place Moline, IL 61265 (“**John Deere**”, “**Deere**,” “**we**,” and “**us**”).

A. Active Equipment. To use the See & Spray features, your Compatible Equipment must meet the following requirements during the Term:

1. 4600 CommandCenter V2, or 4640 Universal display installed, with updated software. The display must have active Premium or Automation features for the See & Spray features to fully function.
2. SF6000 (or newer) StarFire Receiver, operating with an RTK correction source.
Note that switching correction levels between planting and spraying can impact product performance. Please review product documentation to understand compatible correction signals if you will switch between crop cycles.
3. Compatible Equipment is registered in your John Deere Customer Organization.
4. Display is registered in StellarSupport.com to a User who is associated with your Organization.
5. JDLink telematics service is active for Compatible Equipment during the Term of this Agreement.
6. Compatible Equipment must connect with the Operations Center at least once every three calendar days when using the See & Spray features.
7. You agree that we may update the Software on your Compatible Equipment during the Term, as needed to maintain compatibility with the See & Spray features or to improve the Software.
8. You acknowledge and agree that we may collect data from your connected machines to support your use of the Software and associated functions. We use data collected under this Agreement as provided in the John Deere Customer Organization Terms and Conditions.
9. You understand and agree that we may deactivate any Software activated under this Agreement if the associated machine is transferred out of your Organization during the Term. We may do so by sending a license deactivation message to such machine.

B. License Units and Using the Software.

1. This Agreement includes the number of “**License Units**” agreed between you and Deere in your order.
2. Using the Software under this Agreement will consume License Units. Usage will be counted when See & Spray features are active, and the rate of consumption varies depending on the crop type set in the Display during use, as follows:

Usage through 31 December 2023:

Display Crop Type	License Units Consumed per Acre Pass
Cotton	5
Soy	4
Corn	3
Fallow	1

Usage on or after 1 January 2024:

Display Crop Type	License Units Consumed per Acre Pass
Cotton	4
Soy	4
Corn	3
Fallow	1

3. Acres used will round to the nearest acre. License Units used will be visible to you in Operations Center.
4. If you have any questions or concerns with the reported License Units consumed under this Agreement (as reflected in any update provided to you under the preceding Section B.4), you may submit a request for review with your Dealer within 30 days of receipt of the update. We will contact you within 10 business days of our receipt of your request for review.
5. If we detect that you have consumed all of your License Units under this Agreement, we will notify you and your dealer so that you can purchase an additional See & Spray 2024 License Agreement (a "**Renewal Agreement**").

C. Payment and Taxes

1. **Payment.** You agree to pay all applicable fees stated in the order for this Agreement. 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. If You purchased or received this Agreement from a third party (such as a Dealer), You are responsible to pay any fees as set forth above to the extent the third party has not paid, or does not pay, any such fees to John Deere, regardless of whether you paid the third party for the assignment of this Agreement.
2. **Taxes.** All prices and rates affiliated with the Service 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 the 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 the Services were delivered requires assessment and collection of tax. IF John Deere pays any such taxes on your behalf, you will reimburse John Deere in accordance with Section C.1 above.

D. Term and Termination

1. This Agreement begins upon your acceptance of these terms and expires upon the earlier of: (a) December 31, 2024, (b) consumption of all License Units granted under this Agreement, (c) termination of your Organization, or (d) termination by you as provided in Section D.2 below. The time between execution and expiration of this Agreement is the "**Term**."
2. You may terminate this Agreement by notifying Deere (through your Dealer) of your intent to do so and deactivating all Software that is activated under this Agreement.
3. You agree and understand that we will remotely disable any Software activated under this Agreement at the end of the Term. Before disabling any Software for termination under Section D.1.b (consumption of all License Units), we will provide you 3 days' notice via the email address listed on the order form or assignment notice.
4. You understand and agree that if you purchase a Renewal Agreement, we may deduct any over-consumption of License Units under this Agreement from the License Units included with the Renewal Agreement.
5. Following termination, Sections A.10, C, D, F, and G of this Agreement and any other terms that are intended to survive termination will continue in full force and effect.

E. Transferring this Agreement.

1. During the Term you may transfer this Agreement to a third party by submitting an Assignment form through your Dealer. The agreement can be transferred to a different organization if all prior license codes issued have been deactivated, by notifying John Deere (via the John Deere Dealer).

F. Disclaimers and Limitations of Liability.

Please read this section carefully because it limits the liability of John Deere. Each of the subsections below

applies to the maximum extent permitted under applicable law and subject to subsection E.10. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

1. Aside from the warranties stated in the applicable software license agreements, we expressly disclaim all warranties, guarantees, conditions or terms, whether implied or imposed by law, including any warranties of merchantability, fitness for a particular purpose, quality, or non-infringement. No oral or written information or advice provided to you by a representative of John Deere, or a John Deere Dealer shall create a representation or warranty.
2. Notwithstanding any other term in this Agreement, if any guarantee, condition, representation, warranty or term is implied or imposed by any applicable law and cannot be excluded (a "Non-excludable Provision"), and we are able to limit your remedy for a breach of the non-excludable provision, then our liability for breach of the non-excludable provision is limited exclusively (so far as applicable laws do not prohibit) to, at our option: (i) in the case of goods, the prompt replacement of the goods or supply of equivalent goods, or the cost of replacing the goods or acquiring equivalent goods; and (b) in the case of services, the supplying of the services again, or the cost of having the services supplied again.
3. Notwithstanding any other term of this Agreement, nothing in this Agreement excludes or limits our liability for (i) breach of applicable statutory product liability regulations, (ii) death or personal injury caused by our negligence; (iii) fraud or fraudulent misrepresentation; (iv) damages caused by our intentional acts or gross negligence, or (v) any other liability that cannot be excluded or limited as a matter of applicable law.

G. General Terms

1. Except as otherwise stated above, and only to the extent permissible under applicable law, this Agreement (including the incorporated Organization terms, application terms, and Software license agreements) contains the entire agreement between you and us regarding its subject matter and supersedes any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in this Agreement.
2. Any failure on Deere's part to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. Any failure of Deere to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. All waivers must be in writing and signed by Deere to be effective.
3. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
4. Deere and you are independent contractors, and not agents, legal partners, or engaged in any employment relationship with each other.
5. The section titles in this Agreement are for convenience only and have no legal or contractual effect.
6. Deere will not be liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war (declared or undeclared), disease, fire, flood, storm, slide, earthquake, power failure, inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labor disputes, or other similar event beyond the control of Deere which may prevent or delay such performance. If any such act or event occurs or is likely to occur, Deere will use reasonable efforts to notify you, and will use reasonable efforts to eliminate or remedy the event.
7. This Agreement, and all disputes (including in relation to any non-contractual disputes and obligations) directly or indirectly arising out of or in relation to the Terms, will be governed by and construed in accordance with the laws of Illinois, USA.
8. In the unlikely event that you and Deere have a dispute (including any non-contractual disputes and obligations) related to this Agreement, you and Deere agree to submit to the exclusive jurisdiction of the courts of Illinois, USA.
9. The parties agree that a person who is not a party to this Agreement will have no right to enforce this Agreement.
 - a) No third party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement in the UK. This provision does not affect any right or remedy of any person which exists, or is available, other than pursuant to that Act.
 - b) No third party has any right under this Agreement, pursuant to subpart 1 of part 2 - Contract Privity of the Contract and Commercial Law Act 2017 or otherwise, to enforce any term of this Agreement.

Signature: _____

Date: _____

Name: _____