

## LICENSE AGREEMENT FOR JOHN DEERE STARFIRE™ SATELLITE RECEIVER SOFTWARE

**IMPORTANT -- READ CAREFULLY:** THIS LICENSE AGREEMENT (THE "AGREEMENT") 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 A JOHN DEERE STARFIRE™ SATELLITE RECEIVER THAT IS CAPABLE OF RECEIVING GNSS CORRECTION DATA, AS DEFINED HEREIN, SUCH AS THE STARFIRE 3000 SATELLITE RECEIVER OR THE STARFIRE 6000 SATELLITE RECEIVER (THE "RECEIVER"). THIS LICENSE AGREEMENT DOES NOT APPLY TO THE STARFIRE 300 SATELLITE RECEIVER.

BY ACTIVATING OR OTHERWISE USING THE RECEIVER, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS LICENSE AGREEMENT WITH RESPECT TO THE SOFTWARE (THE "SOFTWARE") THAT HAS BEEN PRE-INSTALLED ON THE RECEIVER. YOU AGREE THAT THIS LICENSE AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, TERMINATION, AND ARBITRATION PROVISIONS BELOW, IS BINDING UPON YOU AS OF THE DATE YOU ACTIVATE OR OTHERWISE FIRST USE THE RECEIVER (THE "EFFECTIVE DATE"), AND UPON ANY COMPANY ON WHOSE BEHALF YOU USE THE SOFTWARE AND RECEIVER AS WELL AS THE EMPLOYEES OF ANY SUCH COMPANY (COLLECTIVELY REFERRED TO AS "YOU" IN THIS LICENSE AGREEMENT). IF YOU ARE UNABLE OR UNWILLING TO COMPLY WITH ANY OF THESE TERMS, YOU MUST IMMEDIATELY DISCONTINUE USING THE 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 ANY JOHN DEERE DEALER – 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 JOHN 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 REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE SOFTWARE BETWEEN YOU AND JOHN DEERE AND IT REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN YOU AND JOHN DEERE.

**1. Description of Software.** Your Receiver comes with all Software pre-installed. The Software enables the Receiver to receive and use Global Navigation Satellite System ("GNSS") location data and GNSS correction data ("GNSS Correction Data") that may be transmitted via one or more satellite networks. The Receiver has been pre-configured to receive publicly available, differential GNSS Correction Data, and to enable use of the GNSS Correction Data at the SF1 level of accuracy as described in the terms governing your use of the Receiver and associated software.

**2. Accuracy Activation Codes.** If you want to enable your Receiver to obtain a level of accuracy higher than SF1, you may activate SF2/SF3 level of accuracy on the Receiver by i) if your Receiver is not already SF2/SF3-ready, purchasing and activating a permanent activation code that will enable the Software to accept time-based SF2/SF3 activations and ii) purchasing and activating a time-based SF2/SF3 activation code. If you desire a level of accuracy higher than SF2/SF3, you may activate RTK level of accuracy on the Receiver by i) purchasing and activating a permanent RTK activation code and ii) purchasing any additional hardware and/or services required to connect to a source of RTK correction data, such as an additional Receiver, an RTK radio, an RTK modem, a John Deere dealer RTK network subscription, and/or a mobile RTK subscription. Contact your John Deere dealer or other authorized distributor to purchase any of the activation codes identified in this paragraph, and note that your John Deere dealer, authorized distributor, or Deere & Company or subsidiaries or affiliates may charge additional fees for any such activation codes. To understand the particular requirements for each source of RTK correction data and its availability in your area, please contact your John Deere dealer. Loading of any of these activation codes into the Receiver by means of a John Deere-approved display or by means of computer software provided by John Deere (following the instructions supplied by John Deere, e.g. in the Operator's Manual) will enable you to use the Software pursuant to the terms of this 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 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 website ([www.stellarsupport.deere.com](http://www.stellarsupport.deere.com)). You are responsible for maintaining the confidentiality of all activation codes and will not disclose them to any third party or permit any third party to use them without paying the applicable activation fees.

**3. License.** John Deere hereby grants to you, and you accept, a nonexclusive license to use the Software in machine-readable, object code form, only as authorized in this Agreement and the applicable provisions of the Receiver operators' manual, which you agree to review carefully prior to using the Software. The Software may be used only on the Receiver on which it was initially installed. You agree that you will not assign, sublicense, transfer, pledge, lease, rent, or share your rights under this Agreement, except that you may permanently transfer all of your rights under this Agreement in connection with the sale of the Receiver on which the Software covered by this Agreement is installed. 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 Agreement. In addition to the foregoing, you agree that you will not obtain or attempt to obtain the Software or any activation code 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 Software is permitted by this Agreement except as set forth in this Paragraph 3.

**4. John Deere's Rights.** You acknowledge and agree that the 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 Software, including associated intellectual property rights, are and shall remain with John Deere and its licensors. This Agreement does not convey to you any title or interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this Agreement. You agree that you will not: (a) use the Receiver with any equipment, products or services other than those that John Deere, in its specifications, bulletins or brochures, has indicated are compatible with the Receiver; (b) reverse assemble, reverse compile, modify, or otherwise translate the Software, or attempt to defeat the copyright

protection and application enabling mechanisms therein; (c) copy or reproduce the Software; or (d) remove or obliterate any copyright, trademark or other proprietary rights notices from the Software, except as expressly permitted in writing by John Deere or its suppliers 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. License Fees.** All Receiver software license fees for the initially-activated software features of the Receiver were included in the original purchase price of the Receiver, but note that separate activation fees for additional functionality may apply as described in section 2 above. No additional license fee or other fee will be charged by John Deere under this Agreement. Fees for the original purchase of the Receiver or for any activation codes may be charged by your John Deere dealer, an authorized distributor, or Deere & Company or its subsidiaries or affiliates

**6. Limited Warranty.** John Deere warrants, for your benefit alone and not for the benefit of any other party, that during the "**Warranty Period**" defined below, the Software will operate substantially in accordance with the applicable functional specifications ("**Specifications**") set forth in the Receiver documentation. **JOHN DEERE DOES NOT WARRANT THAT THE OPERATION OF THE 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 Software determined in reference to your prior use of the Software and the impact of the deficiency. You acknowledge that this warranty does not apply where a deficiency in the operation of the 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 or operation of the GNSS location data, GNSS Correction Data, or the Software caused by atmospheric conditions (including scintillation), topographical conditions, tectonic plate movement, or interruption of data transmissions from orbital satellites are beyond John Deere's reasonable control and are considered force majeure. In such cases, John Deere assumes no responsibility for coverage and quality problems related to these conditions. The "Warranty Period" is one (1) year from the date you take delivery of the Receiver.

**7. DISCLAIMER OF WARRANTIES.** YOU HEREBY AGREE THAT THE LIMITED WARRANTY PROVIDED ABOVE (THE "**LIMITED WARRANTY**") CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEM WHATSOEVER WITH THE SOFTWARE. EXCEPT AS PROVIDED IN THE LIMITED WARRANTY, THE SOFTWARE IS LICENSED "AS IS" AND "AS AVAILABLE" AND JOHN DEERE, ITS AFFILIATES AND THIRD PARTY SUPPLIERS EXPRESSLY DISCLAIM AND YOU EXPRESSLY WAIVE, RELEASE AND RENOUNCE ALL WARRANTIES ARISING BY LAW OR OTHERWISE WITH RESPECT TO THE SOFTWARE, 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 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. JOHN DEERE DOES NOT WARRANT THAT THE RECEIVER'S ABILITY TO OBTAIN GNSS LOCATION DATA OR GNSS CORRECTION DATA WILL BE UNINTERRUPTED OR ERROR FREE. 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.

**8. LIMITATION OF LIABILITY.** EXCEPT AS SET FORTH IN THE LIMITED WARRANTY, 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 ANY LOSS OR DAMAGE CAUSED BY THE SOFTWARE; ANY PARTIAL OR TOTAL FAILURE OF THE SOFTWARE; PERFORMANCE, NONPERFORMANCE OR DELAYS IN CONNECTION WITH ANY INSTALLATION, MAINTENANCE, WARRANTY OR REPAIRS OF THE SOFTWARE, DAMAGES FOR CROP LOSS, DAMAGE TO LAND, DAMAGE TO MACHINES, 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 NONPERFORMANCE OF ANY ASPECT OF THIS AGREEMENT, WHETHER IN CONTRACT, 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 JOHN DEERE'S CUMULATIVE LIABILITY TO YOU OR TO ANY OTHER PARTY FOR ANY LOSSES OR DAMAGES RESULTING FROM ANY CLAIMS, LAWSUITS, DEMANDS, OR ACTIONS ARISING FROM OR RELATING TO USE OF THE SOFTWARE EXCEED YOUR TOTAL PAYMENT FOR THE RECEIVER, THE LICENSE OF THE SOFTWARE, AND ANY ACTIVATION CODES.

**9. Software Maintenance.** John Deere may, at its sole option, offer you maintenance of the Software, even though the Warranty Period has expired. Such maintenance may include providing modifications, corrections or enhancements ("**Upgrades**") to the 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 Agreement constitutes your agreement that any Upgrades will be deemed included in the Software as defined in this Agreement and that they shall be governed by the terms and conditions applicable to the Software under this Agreement.

**10. Term and Termination.**

a. Term. This Agreement will commence as of the Effective Date and expire upon the earlier of i) the useful life of the Receiver or ii) the date John Deere terminates this Agreement in accordance with the terms of this Paragraph 10. This

Agreement does not automatically renew. The term of your license to use any portion of the Software enabled by an activation code, such as a time-based SF2/SF3 activation code, shall be governed by the terms presented to you upon your purchase of the activation code.

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

**11. Compliance with Law.** You agree that you will use the 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 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 Agreement, you acknowledge that you understand that the 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 Software remains subject to applicable U.S. laws. You further agree that neither the Software nor the Receiver shall be used for any military purpose.

**11. 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 misuse of the Receiver or the Software or your breach of any term of this Agreement.

**12. Trademark.** No right, license, or interest to any trademark is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to any John Deere trademarks.

**13. Costs of Litigation.** If any claim or action is brought by either party to this 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.

**14. Severability and Waiver.** Should any term of this 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.

**15. Language Clause.** Unless the laws of the location in which you reside require otherwise, the parties hereby acknowledge that they have required this Agreement, and all other documents relating hereto, be drawn up in the English language only. There may be a translated version of this License Agreement. If there is an inconsistency or contradiction between the translated version and the

English version of this Agreement, the English version of this Agreement shall control unless the laws of the location in which you reside require that a different version control.

**16. Assignment by John Deere.** John Deere may assign this 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.

**17. Governing Law and Forum.** This 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 Agreement. The rights and obligations of the parties under this 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.

**18. Arbitration.** IF YOU RESIDE IN A JURISDICTION WHEREIN THE ENFORCEABILITY OF THE TERMS OF SECTION 17 IS DEPENDENT UPON THE PARTIES AGREEING TO SUBMIT TO ARBITRATION, THEN ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY ARBITRATION IN ACCORDANCE WITH THE INTERNATIONAL ARBITRATION RULES OF THE INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION ("ICDR") IN EFFECT AT THE TIME OF ITS INITIATION. THE ARBITRATION SHALL BE HELD BEFORE ONLY ONE ARBITRATOR APPOINTED BY THE ICDR. THE PLACE OF ARBITRATION SHALL BE CHICAGO, ILLINOIS, USA AND THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH.

**19. 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 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..

**20. 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 StarFire 3000 Receiver, 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 Receiver. 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.

