

**IMPORTANT -- READ CAREFULLY:** THIS HARVESTLAB™ CALIBRATION FILE LICENSE AGREEMENT ("*AGREEMENT*") IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE BUSINESS ENTITY) AND JOHN DEERE SHARED SERVICES, INC. ("*John Deere*") AND GOVERNS YOUR USE OF THE HARVESTLAB™ CALIBRATION FILE SOFTWARE (THE "*SOFTWARE*"), INCLUDING COMPUTER PROGRAMS AND, AS APPLICABLE, ASSOCIATED MEDIA, AND ANY PRINTED OR ELECTRONIC DOCUMENTATION. JOHN DEERE IS WILLING TO LICENSE THE SOFTWARE TO YOU (REFERENCED BELOW AS "*YOU*" OR "*YOUR*") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT.

BY ACTIVATING OR USING THE SOFTWARE, YOU AGREE TO EACH AND EVERY ONE OF THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT WISH TO AGREE TO THESE TERMS, MAKE NO FURTHER USE OF THE SOFTWARE, AND CONTACT JOHN DEERE TO RETURN THE SOFTWARE. THIS 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 REGARDING THE SOFTWARE.

1. **License.** John Deere hereby grants to you, and you hereby accept, a non-exclusive, revocable, limited license to install and use the Software for your internal business purposes only per the terms of this Agreement. Following acceptance of this Agreement, you may install the Software on [one John Deere HarvestLab™ sensor.] You may make one copy of the Software for backup purposes only.
2. **Limitations on License.**
  - a) You acknowledge and agree that the Software is proprietary to John Deere, or John Deere's 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, modifications or additions, belong to and shall remain with John Deere and John Deere's 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. No right, license, or interest to any trademarks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to any trademarks.
  - b) You may transfer the Software only as part of a transfer of the HarvestLab™ sensor upon which it is loaded. You agree that you will not otherwise assign, sublicense, transfer, pledge, lease, rent, or share your rights or obligations under this Agreement without the prior written consent of John Deere.
  - c) You agree that you will load and use the Software only on one single John Deere HarvestLab™ Sensor.
  - d) You agree that you will not alter, modify, adapt, translate, reverse assemble, reverse compile, reverse engineer, or make any attempt to discover the source code of the Software, or create derivative works of the Software. You also agree that you may not attempt to defeat the copyright protection and application enabling mechanisms of the Software, or remove or obliterate any copyright, trademark or other proprietary rights notices from the Software. You may not use the Software to develop other software or other technology having the same primary function as the Software.
  - e) You may not export the Software into any country prohibited by the United States Export Administration Act or the regulations thereunder.
  - f) You agree not to permit any third party acting under your control to engage in any of the activities that are prohibited to you under this Section.
3. **License Fees.** You agree to pay all fees and comply with any additional terms stated in any purchase agreement governing your purchase of the Software. The license fees paid by you are in consideration of the license granted under this Agreement.
4. **Software Maintenance.** John Deere may, at its sole option, offer you modifications, corrections or updates ("*Enhancements*") to the Software. John Deere reserves its right, at its sole discretion, to charge additional fees for Enhancements. Your acceptance of this Agreement constitutes your agreement that any Enhancements 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.
5. **Your Responsibilities.** You will: (a) Provide proper operating environment and suggested hardware required for the Software; (b) Install all fixes, releases, and updates to the Software delivered to you; and (c) refrain from making any modifications or additions to the Software.
6. **Product Installation and Required Activation.** There are technological measures in the Software that are designed to prevent unlicensed or illegal use of the Software. You agree that John Deere may use these measures to protect John Deere against software piracy. The Software may contain enforcement technology that limits the ability to install, reinstall, or uninstall the Software on a computer to not more than a finite number of times for a finite number of computers. This Agreement and the Software containing enforcement technology may require activation as further set forth in accompanying documentation. During activation, you will provide your unique product key accompanying the Software and computer configuration in the form of an alphanumeric code over the Internet to verify the authenticity of the Software. In the event that you are not able to activate the Software over the Internet, or through any other method specified during the activation process, you may contact your John Deere dealer.
7. **DISCLAIMER OF WARRANTIES.** THE SOFTWARE IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES MADE BY JOHN DEERE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL JOHN DEERE, JOHN DEERE DEALERS, JOHN DEERE'S LICENSORS, OR JOHN DEERE'S AFFILIATES BE LIABLE TO YOU, ANY OF YOUR EMPLOYEES, OR ANY THIRD PARTY AUTHORIZED BY YOU TO USE THE SOFTWARE FOR ANY INJURY, LOSS, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OF BUSINESS OR GOODWILL, DAMAGES TO REPUTATION, DAMAGES FOR CROP OR LIVESTOCK LOSS, DAMAGE TO LAND, LOSS OF USE OF EQUIPMENT, LOST SAVINGS OR ANY INCIDENTAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, UNAVAILABILITY, DELAY, FAULTINESS OR FAILURE OF THE SOFTWARE OR ANY PART THEREOF PROVIDED UNDER THIS AGREEMENT, EVEN IF JOHN DEERE, THE DEALERS, JOHN DEERE'S LICENSORS, OR JOHN DEERE'S AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND YOU HEREBY WAIVE ANY RIGHT TO MAKE ANY CLAIMS FOR SUCH DAMAGES IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, CONTRACTUAL OR EXTRACTIONAL LIABILITY, OR OTHERWISE, YOUR EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS CONTRACT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OF SOFTWARE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).
9. **Termination of License.** John Deere may terminate this Agreement and the license granted in this Agreement upon written notice to you of termination in the event that you violate any material term of this Agreement, including without limitation, the provisions stated in Sections 1 and 2 above.

10. **Compliance with Law.** You acknowledge that the Software may be subject to the import and/or export control laws of one or more countries and, accordingly, import, export, re-export, and transfer of the Software may be restricted or prohibited. You agree not to directly or indirectly import, export, re-export, transfer, or cause to be imported, exported, re-exported, or transferred, the Software to any destination, entity, or persons prohibited or restricted under any law or regulation, unless you have first obtained prior written consent of John Deere and any applicable governmental entity, either in writing or as provided by applicable regulation, as the same may be amended from time to time. You agree that no products or services received from John Deere will be directly employed in missile technology, nuclear, chemical or biological weapons and the Software will not be transferred in any manner to any party for any such end use.
11. **Indemnification.** You agree to defend, indemnify and hold John Deere, John Deere Dealers, its affiliates and third party licensors 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 Software, regardless of whether such losses are caused, wholly or partially, by any negligence, breach of contract or other fault of an Indemnified Party.
12. **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 fees and expenses of litigation.
13. **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.
14. **Language Clause.** If you are a resident of Canada at the time you accept this Agreement, then the parties hereby acknowledge that they have required this Agreement, and all other documents relating hereto, be drawn up in the English language only. Les parties reconnaissent avoir demandé que le présent contrat ainsi que toute autre entente ou avis requis ou permis à être conclu ou donné en vertu des stipulations du présent contrat, soient rédigés en langue anglaise seulement. If you are a resident of any country other than the United States, Canada Great Britain, Australia or New Zealand then you agree as follows: there may be a translated version of this 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.
15. **Assignment by John Deere.** John Deere may assign this Agreement without your prior consent.
16. **Governing Law and Forum.** 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. This License Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
17. **Arbitration.** If You reside in a jurisdiction wherein the enforceability of the terms of the preceding paragraph (Governing Law and Forum) is dependent upon the parties agreeing to submit to arbitration, then ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS LICENSE 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.
18. **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 PERSON OR ENTITY THAT OBTAINS THE SOFTWARE FROM YOU OR ON WHOSE BEHALF IT IS USED; AND, (D) AGREE TO PERFORM THE OBLIGATIONS OF THIS AGREEMENT.