

John Deere – StarFire Base Station Manager Contract

This contract governs the use of the John Deere StarFire Base Station Manager Service and is to be concluded between you (“Dealer”) and John Deere - ISG

StarFire™ Base Station Manager uses a web application and additional hardware to enable the Dealer to manage his real-time kinematics (RTK) networks efficiently by remotely monitoring and updating base stations. StarFire™ Base Station Manager provides communications to and from base stations utilizing a Modular Telematics Gateway (MTG) mounted at a base station. This solution allows the Dealer to decrease the amount of time significantly and cost associated with maintaining their RTK network. This Contract contains the terms and conditions for the use of the StarFire Base Station Manager Service, including access to the [John Deere – ISG Telematics web service] and its use.

To collect and transfer data under this Agreement, Dealer must activate one (and only one) MTG (“Terminal”) mounted at a base station. This Contract sets forth the terms governing Dealer’s activation and use of the John Deere StarFire Base Station Manager Service on a single Terminal, including access to and usage of the Web Functions (defined in Section 1.1) during the Subscription Period (defined in Section 5.1). If the Dealer wishes to activate more than one Terminal, the Dealer must execute a separate Contract for each Terminal.

1. Contracting Parties

This Contract is concluded between John Deere GmbH & Co. KG, Intelligent Solutions Group (ISG), Straßburger Allee 3, Kaiserslautern (John Deere - ISG) and the Dealer. John Deere GmbH & Co. KG, Intelligent Solutions Group, is entitled to transfer the contractual relationship to companies affiliated with Deere & Company without requiring the consent of the Dealer. The Dealer will be informed of this.

2. Object of the contract

2.1. Web Functions. The “StarFire Base Station Manager Service” (or “Service”) is a John Deere proprietary telematics service developed for use by John Deere Dealers. Service includes a proprietary web-based solution (the “**Web Functions**”) resident on one or more servers (each a “**Server**”). The Web Functions allow Dealer to use Dealer’s computer to view and manage data stored on the Servers that has been obtained from the System Hardware (defined in Section 3.1). The Service also includes data and software management services, which include services that enable the collection, management and transfer of data between System Hardware and Servers, and services that enable base station diagnostics, remote servicing and software updates for various components of a Terminal. The service may include the provision of telecommunications and/or satellite based communication (if offered at the Dealer location) services in accordance with the German Telecommunications Act (TKG), the Telemedia Act (TMG) and the Federal Data Protection Act (BDSG) for machine-to-machine communication devices (M2M communication devices) using the mobile telephone network. The Service will be enabled through one or more wireless telecommunications providers duly authorized by John Deere - ISG (each, including the Satellite Provider if offered, an “**Underlying Wireless Provider**”). The Service includes only those services set forth in this Contract and expressly exclude any services that may be offered by any Underlying Wireless Provider other than those which John Deere - ISG uses to provide the Service pursuant to this Contract. The service may be made available in other European countries and the CIS through the local provider's roaming services. The range and signal strength may vary

from location to location and are dependent on the range and signal strength of the local provider. John Deere - ISG does not guarantee certain coverage, range, or signal strength.

The Dealer instructs John Deere - ISG to consolidate data captured and collected via the Services in accordance with the provisions of this Contract, the "Regulation on data protection and data security" and in compliance with the agreed technical and organizational measures in central systems and to make it available to the Dealer from there for use under this Agreement.

2.2. Use of the Web functions. During the Subscription Period, Dealer will have access to and use of the Web Functions available at www.basestationmanager.deere.com (the "**Telematic Web Interface**"), a website managed by John Deere. John Deere - ISG will assign to Dealer user name(s) and password(s) for Dealer's use of the Web Functions. Dealer will control access to and use of the user name(s) and password(s) by Dealer's employees, and Dealer will promptly notify John Deere - ISG of any unauthorized use of the user name(s) or password(s). Dealer will not (i) permit access to or use of the Web Functions via the Dealer user name and/or password by any third parties, or (ii) assign or transfer access to the Web Functions or use the Web Functions. To use the Web Functions, Dealer will contract with an Internet Service Provider ("**ISP**") and have a computer and connection to the Internet that both meet or exceed the specifications or minimum requirements published by John Deere - ISG, if any. Dealer will be solely responsible for the choice of its ISP and for any ISP fees, maintenance support, and other ISP expenses. John Deere - ISG will not have any responsibility for the ISP connection or any Internet communications link between Dealer's computer and the Servers. Dealer's use of an ISP does not permit John Deere - ISG to provide backup for access to the Web Functions in the event of a failure of the ISP or Internet, and John Deere - ISG will not have any liability for any interruption or break in the Web Functions as a result of downtime or failure of any Internet or ISP connection. In addition to this Contract, Dealer's access to, and use of, the Telematic Web Interface will be conditioned upon acceptance of the MyJohnDeere.com terms of use, available at www.JohnDeere.com/agreements

2.3 Service activation. To enable Dealer to use the Service on a particular Terminal, the Service for that Terminal must first be activated ("**Activation**"). Activation will ordinarily occur upon issuance by John Deere - ISG of a code that will enable the System Hardware to use the Service during the Subscription Period, but in some cases Activation may be accomplished wirelessly or via John Deere - ISG's support website (www.stellarsupport.deere.com). At the time of Activation, the Service will commence for the activated Terminal and will continue in effect until the end of the Subscription Period. Upon expiration of the Subscription Period the Service governed by this Contract will cease, unless Dealer elects to purchase an additional John Deere StarFire Base Station Manager Contract. This Contract does not automatically renew. As part of the provision of the Service, the Terminal may be assigned a unique mobile or satellite communication code. Dealer acknowledges that Dealer has no property right in such code, and John Deere - ISG may change or reassign such codes in John Deere - ISG's sole discretion.

2.4. prepaid SIM card. The System Hardware included in embedded subscriber identity module card ("**SIM Card**"). The SIM card may be used exclusively for machine-to-machine communication and data transfers only in conjunction with an activated terminal that can only be purchased from an authorized John Deere - ISG dealer or is already installed on John Deere - ISG machines. The Dealer is not allowed to offer telecommunication services or M2M services in own name to third parties. **The Dealer does not acquire any ownership of the SIM Card.** All rights, including the granting of rights to use the software installed on the SIM Cards shall remain with John Deere - ISG. In the event of service disruptions, John Deere - ISG shall be entitled to replace or modify the SIM Cards. John Deere- ISG reserves the right to deactivate the SIM Card, and to bill Dealer for the reimbursement of any additional expenses

incurred by John Deere - ISG, if Dealer uses the SIM Card for any purpose other than utilizing the Services. The Dealer must promptly inform John Deere - ISG in the event that part of the System Hardware becomes lost or stolen, or becomes inoperative due to damage, or if it has been misused in any way. Dealer will notify John Deere immediately if any portion of the System Hardware becomes lost, stolen, unserviceable due to damage, or has been misused in any way. Dealer will not sell, rent, lease or otherwise transfer System Hardware activated under this Contract to any third party without first terminating this Contract.

2.5. Abuse or Fraudulent use of the Service. John Deere - ISG may restrict or cancel, at its sole discretion, Dealer's Service under this Contract if there is a reasonable suspicion of Abuse or Fraudulent Use. Dealer will not abuse or make fraudulent use of the Service, and agrees (a) not to engage or participate in, or permit, any Abuse or Fraudulent Use of the Service, (b) to promptly report to Dealer (or to John Deere - ISG if Dealer is a Dealer) any such Abuse or Fraudulent Use of which Dealer becomes aware, and (c) to cooperate in any investigation or prosecution relating to any Abuse or Fraudulent Use initiated by John Deere - ISG, legal representatives of John Deere - ISG, or any Underlying Wireless Provider. Dealer is solely liable for charges, costs or damages resulting from Abuse or Fraudulent Use. "Abuse or Fraudulent Use" of the Service includes, but is not limited to:

(I) Accessing, altering, or interfering with the communications of and/or information about another Dealer of John Deere - ISG, any Dealer, or any Underlying Wireless Provider or attempting or assisting another person or entity to do or attempt any of the foregoing;

(II) Rearranging, tampering with or making an unauthorized connection to any Underlying Wireless Provider's network;

(III) Installing any amplifiers, enhancers, repeaters, or other devices that modify the radio signals or frequencies upon which the Service is provided or operating the System Hardware in a manner that violates applicable law or governmental regulation;

(IV) Using the Service in such a manner so as to interfere unreasonably with the use of service by one or more other Dealers or end users or to interfere unreasonably with John Deere - ISG's or any Underlying Wireless Provider's ability to provide service;

(V) Using the Service to convey obscene, prurient, defamatory, salacious, or unlawful information or copyrighted content that is not the property of Dealer;

(VI) Using the Service without permission on a stolen or lost device;

(VII) Unauthorized access to the Service or any Underlying Wireless Provider's service;

(VIII) Using the Service to provide voice over IP services, or tethering or tapping into the Service to provide telematics services other than the Services;

(IX) Using any scheme, false representation or false credit device, with the intent to avoid payment, in whole or in part, for Service;

(X) Unauthorized modification of System Hardware, Terminal, System Hardware settings, or System Software;

(XI) Causing the System Hardware to be installed by any person or entity other than a Dealer or other John Deere certified System Hardware installer qualified by John Deere - ISG;

(XIV) Unauthorized access to, use of, alteration of, or destruction of the Dealer Content files, programs, procedures, or information related to Dealer or any other John Deere - ISG Dealer

(XV) Use with the intent to reverse engineer or clone the System, or any attempt to create a substitute or similar service through use of, or access to, the Service;

(XVI) Use for any unlawful, illegal or fraudulent purpose;

(XVII) Tracking the location of any person without first obtaining all necessary prior authorizations from such person to permit the Dealer and John Deere - ISG to track such location;

(XVIII) For systems including satellite communication functionality, (a) any mechanisms, including pricing differentials, intended to divert to any destination other than John Deere - ISG's satellite communication provider's (the "**Satellite Provider**") gateway any inbound satellite traffic (including any voice or data call that is originated from the Satellite Provider's authorized product or device including attempted calls to toll numbers which is destined to terminate or be routed through the Satellite Provider's gateway or any carrier, ISC or IXC on behalf of the Satellite Provider) originating from a Public Switched Telephone Network ("**PSTN**") and currently routed to the Satellite Provider's gateway and then forwarded to Satellite Provider subscribers or (b) any mechanisms intended to bypass Satellite Provider gateways for routing of calls through any PSTN, PLMN, PTT, IXC or other telecommunications provider or (c) any other act or mechanism which the Satellite Provider determines in its sole judgment constitutes network abuse or otherwise has a potentially damaging effect, including abnormal wear and tear, on the Satellite Provider's communications system or causes or could potentially cause abnormal call service performance or call and/or network congestion.

(XIX) Provide the use or allow the use of the service of persons located or connected with embargo countries or in countries where the service is not allowed. In case one or more of such abuse or fraudulent use John Deere - ISG will be allowed to interrupt immediately the service and withdraw from the service contract. In this case the Dealer will not be credited or refunded any charges for Services interruptions resulting from any restriction or cancellation of Services under this Section or any prepayment for Services during the period of such restriction or following such cancellation.

3. Hardware and Software

3.1 Hardware. In this Contract, the Terminals together with accessories such as cables, cable harnesses and antenna shall be referred to as "System Hardware". The use of the System Hardware by the Dealer is subject to all of the terms and conditions of this Contract as well as all other terms and conditions agreed with the Dealer at the time of purchasing the System Hardware.

3.2 Software. The service software, modem software, and other software and/or firmware are resident on the System Hardware ("**System Software**"). The System Software contains proprietary code of John Deere - ISG or third parties licensed under the terms of this section and may include third party code separately licensed as specified in any documentation (e.g., a CD) accompanying the System Hardware. John Deere - ISG grants to Dealer a non-exclusive, revocable license to use the System Software solely (i) in conjunction with use of the Service, and (ii) with System Hardware. Dealer agrees that John Deere - ISG may update the System Software on any Dealer's System Hardware during the term of this contract as often as is deemed appropriate by John Deere - ISG. Dealer will store and secure its data before any update installation. John Deere - ISG is not liable for any data loss due to the update of the service.

4. Data

4.1 Data Collection, Storage, and Use. This Contract does not grant John Deere any rights to Dealer data, information, or other intellectual property that John Deere may receive under this Contract ("Dealer Content") except for the right to use the data for the purpose of performing John Deere's obligations to Dealer under this Contract. In the event that the Dealer Content includes Dealer's or third parties' personal information, Dealer hereby consents to the collection, use and disclosure of such personal information, including with respect to the transfer of personal information to other jurisdictions, to permit John Deere and Authorized Dealers to access and use the Dealer Content as provided in this Contract. DEALER WARRANTS THAT IT HAS OBTAINED ANY NECESSARY CONSENT FROM ITS EMPLOYEES OR ANY OTHER INTERESTED THIRD PARTIES, INCLUDING WITH RESPECT TO THE TRANSFER OF DEALER CONTENT TO OTHER JURISDICTIONS, TO COMPLY WITH ANY APPLICABLE PRIVACY LAWS OR CONTRACTUAL AGREEMENTS WITH SUCH EMPLOYEES OR THIRD PARTIES AND TO PERMIT JOHN DEERE AND AUTHORIZED DEALERS TO ACCESS AND USE THE DEALER CONTENT AS PROVIDED IN THIS CONTRACT.

4.2 Data Retention. John Deere will retain Dealer Content collected under this Contract for a period of 90 days, after which time Dealer Content will be deleted and no longer available to Dealer or John Deere. Dealer acknowledges and agrees that Dealer Content deleted from the Server(s) cannot be retrieved or re-created. In addition, the Underlying Wireless Providers may generate call data records ("CDRs") for billing and invoicing purposes, and the Underlying Wireless Providers may retain the CDRs for longer than a ninety (90) day period, in accordance with applicable law. The last position of each Terminal will be stored on the Terminal.

5. Payment and Invoicing

The services are provided in form of a prepaid flat rate ("**subscription price**"). The applicable subscription price is available at the StellarSupport ordering system. The subscription price will be paid on the payment method chosen by the Dealer and communicated to the Dealer by John Deere - ISG. In case of lack of payments or delay in payments John Deere - ISG may interrupt the provision of the service.

6. Term and Termination

6.1. Term. The term of this Contract (the "Term") shall commence on the date of signature. The initial term of this Contract (the "**Initial Term**") will continue in effect for a period of two years as set forth below. If the System Hardware is not activated (as provided in Section 1.3) within the Initial Term, this Contract will expire at the end of the Initial Term. If the System Hardware is activated within the Initial Term, this Contract 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 - ISG and Dealer prior to execution of this Contract, and ends in all cases upon the earlier of the expiration of (i) the agreed subscription term or (ii) any termination of this Contract.

6.2 Termination. A substantial non-performance or a substantial breach of this contract represents a cause for termination and entitles the opposing party to terminate this agreement and/or the corresponding terminal subscriptions for the John Deere – ISG service. A reason for termination occurs if the Dealer basically does not meet the obligations contained in this agreement. All further claims are based on the statutory provisions.

6.3 Termination for Convenience by John Deere - ISG. John Deere - ISG may terminate this Contract upon thirty (30) days notice to Dealer. Unless such termination is for the purpose of compliance with applicable laws, regulations, or court orders, upon such termination, John Deere

- ISG will reimburse Dealer a prorated portion of the Service fees Dealer has paid to John Deere
- ISG. To the extent permitted under applicable law, any such reimbursement will be John Deere
- ISG's sole liability to Dealer for any such termination for convenience.

6.4. Termination for Convenience by Dealer. Dealer may terminate this Contract upon thirty (30) days notice to John Deere - ISG. Upon any termination of this Contract under this paragraph, Dealer will not be entitled to any refund of any fees paid by Dealer for the Service or System Hardware and Dealer will no longer have access to the Dealer Content via the Web Functions.

7. Confidentiality

7.1. Confidentiality of the Contract and information. The terms and conditions of this Contract, including the pricing, are the confidential data of John Deere - ISG. All business, operational or technical information provided by John Deere - ISG that is marked as confidential data shall be considered the confidential information of John Deere - ISG ("Information"). During the term and for a period of three (3) years thereafter, the Dealer (a) must treat all Information received from John Deere - ISG as confidential, (b) may only use this Information within the scope the performance of this Contract, (c) may only copy this Information to the extent necessary for this purpose, (d) must restrict the disclosure of this Information to those of its employees and consultants which require knowledge of it for the performance of their duties, and (e) must not disclose this Information to third parties without the prior written approval of John Deere - ISG.

The limitations on the use and disclosure of the Information by the Dealer shall not apply to Information for which the Dealer can prove that it (i) was completely and independently obtained by the Dealer without using John Deere - ISG Information, (ii) is, or has become, public knowledge without any breach of this Contract by the Dealer, (iii) was known to the Dealer at the time of its disclosure as information without restrictions, (iv) has been approved for disclosure following written approval by John Deere - ISG or (v) has been disclosed as a result of an order having legal force that has been issued by a court or other public authority in the country in which the Dealer is domiciled, but only to the extent of this order and for the purpose of this order, provided that the Dealer first informs John Deere - ISG about the order and gives John Deere - ISG the opportunity to obtain an appropriate protective order, unless such notification is otherwise prohibited by law. Upon expiry or premature termination of this Contract, the Dealer shall immediately return all confidential or secret Information to John Deere - ISG or shall destroy it immediately (and provide evidence of the destruction). In the event that the contracting parties have concluded a separate confidentiality agreement for the protection of confidential or secret information, the terms of this agreement shall take precedence over this article.

8. Limitation of Liability

John Deere - ISG is liable without limitation for deliberate damage or damages caused by gross negligence. In the case of low negligence, John Deere - ISG is liable without limitation for injury of life, or damage to health. If John Deere - ISG not timely provides its service due to low negligence, if the performance of the service has become impossible due to John Deere - ISG default or when John Deere - ISG has not fulfilled an essential obligation, and John Deere - ISG was unable to cure such defects within due time following a notification by the Dealer, the Dealer is entitled to terminate this contract for cause. In case of termination by the Dealer for cause the Dealer is entitled to receive pro rate reimbursement of his pre-paid subscription fee. In addition, the parties agree that an essential obligation is an obligation that is considered to be critical for the fulfillment of this contract. Failure to comply with an essential obligation shall be considered

to be a breach of contract, which jeopardizes the fulfillment of the purposes of the agreement and that the Dealer may reasonably expect under normal conditions for a similar service

John Deere's additional liability for damage to property or financial liability is limited to the foreseeable damage which is typical of the contract and the nature of the service, but up to a maximum limit of EUR 12.500 per Dealer. If the liability for damages on a single action or event is causing damages to several Dealers the liability for damages is limited to a maximum amount of EUR 500.000 applying the limitation per Dealer as described above. If the compensation for the same event exceeds the maximum payable amount of EUR 500.000 the amount will be shared proportionally between the damaged parties up to the maximum individual Dealer amount as described above. Any liability provided under the German product liability Act, as well as mandatory applicable laws remain unaffected.

9. Other provisions

9.1 Reassignment of the contract - Affiliates and connected companies John Deere - ISG may reassign this agreement to another affiliated company with all rights and obligations or claims arising thereof. Any rights and privileges granted to John Deere - ISG in accordance with the provisions of this agreement shall also be granted to affiliates and connected companies. Affiliates and/or connected companies are companies or other legal entities who directly or indirectly control John Deere - ISG or respectively, together with John Deere - ISG are either directly or indirectly controlled with a significant participation by more than fifty percent (50%).

9.2 Language, applicable law and jurisdiction. The contractual language is English. A courtesy non-binding translation may be provided for information purposes from time to time. In case of doubts the English version shall prevail. This Contract is subject to German law and shall be interpreted accordingly. All disputes arising within the scope of this Contract shall be heard before a competent court in Mannheim and, with respect to the settlement of such disputes, the Dealer shall submit to the jurisdiction of this court.

9.3 Severance clause; waiver clause. In the event that a provision of this Contract proves to be unenforceable, this shall not affect the enforceability of the other provisions; the contracting parties shall replace the provision concerned with an enforceable provision which reflects, as closely as possible, the intention and economic effect of the provision concerned. A waiver to prosecute a breach of a provision of this Contract by one of the contracting parties, shall not be interpreted as a waiver to prosecute subsequent breaches.

9.4 Notifications All notifications must be in writing and shall be deemed to have been made when they have been sent by registered mail to: John Deere GmbH & Co. KG, Intelligent solutions Group, Straßburger Allee 3, Kaiserslautern.

9.5 Force majeure none of the contracting parties shall be liable to the others for the non-performance or delayed performance of a mandatory obligation if this non-performance or delay is attributable to a case of *force majeure*, natural disasters, strikes, acts of terrorism, civil unrest, compliance with laws or official orders or other events, which are outside the sphere of influence of this contracting party, provided that this contracting party gives immediate written notification of this circumstance and resumes performance as quickly as possible, and provided that the other contracting party can terminate this Contract if this circumstance persists for longer than a period of ninety (90) days and the delayed contracting party has not indicated that it will be in a position to resume performance of its obligations within a reasonable time frame.

9.6 Import and export restrictions Dealer acknowledges that the Service, System Hardware, System Software, proprietary data, know-how, or other data or information (herein referred to as "Products") obtained from John Deere - ISG may be subject to the import and/or

export control laws of one or more countries and, accordingly, their import, export and re-export, may be restricted or prohibited. Dealer, therefore, agrees not to directly or indirectly import, export, re-export, or cause to be imported, exported or re-exported, any such Products to any destination, entity, or persons prohibited or restricted under any law or regulation, unless it shall have first obtained prior written consent of John Deere - ISG and any applicable governmental entity, either in writing or as provided by applicable regulation, as the same may be amended from time to time. Dealer agrees that no Products received from John Deere - ISG will be directly employed in missile technology, sensitive nuclear, or chemical biological weapons end uses or in any manner transferred to any party for any such end use. **Dealer will use the Products only in a country that is listed as an available country on www.jdlink.com.**

9.7 Entire Contract. This Contract contains the regulations for data protection and data security as well as the respective conditions for use of the booked services, all arrangements, agreements and assurances between the contractual parties. This Contract replaces all previous documents, discussions, and arrangements with respect to the object of the Contract. All additional or conflicting terms and conditions proposed by the Dealer or contained in an order will be rejected and shall only be effective following the express written approval by John Deere - ISG.