FarmFacts GmbH End User License Agreement for the NEXT Farming Wayline Converter powered by Fuse® Software (Version February 20, 2017)

1   Parties to the Agreement

This End User License Agreement ("**EULA**") is a legal agreement between you (as a natural person or legal entity) and FarmFacts GmbH, Rennbahnstraße 9, D-84347 Pfarrkirchen, Germany („**FarmFacts**"). The following FarmFacts offer is exclusively for entrepreneurs, i.e. persons who use the product within the scope of their commercial or freelance professional activities. In the event that you are a natural person, this EULA is entered into between your employer and FarmFacts. In such case, the term "You" will mean your employer for the purposes of this EULA. You must ensure that you have the authority to bind such entity to this agreement and failure to be so authorized will result in unauthorized use of the software subject to civil and criminal consequences.

2   Subject Matter of the Agreement

2.1   Next Farming Wayline Converter powered by Fuse® Software

The subject matter of this agreement is FarmFacts provision of the current release and version of the NEXT Farming Wayline Converter powered by Fuse® Software (**"Software"**) for use by yourself, as well as the user manual accompanying the Software and provided in online- or electronic format. With the help of the Software, straight waylines and field boundaries can be converted into and from AGCO® machinery/vehicle formats to the extent set out in the Product Description. You are obligated to adhere to the safety measures as laid out in the Software Product Description, in particular in regards to the testing of waylines as set out in 11.7.

FUSE® is a registered trademark of AGCO Corporation and is used under license.

2.2   Using the Software with Vehicles or Devices

You are responsible for the safe and functional operation of the vehicles and devices used by yourself and must at all times be capable of taking over immediate control of your vehicle or device should the use of the wayline or field boundary data lead to faulty vehicle/device behavior (eg. track deviation) or to an emergency (eg. obstacles).

You must adhere to laws, regulations, and guidelines governing the driving of vehicles or the use of equipment. This also applies to your vehicle and device manufacturer instructions.

You must further ensure that all third parties using the waylines converted by yourself adhere to the conditions as set out in this clause 2.2.

2.3 Login Data and Passwords

2.3.1 To protect your account, you are obligated to keep your password and login details confidential. You will further immediately notify FarmFacts if you become aware of any loss or theft of your password or any other unauthorized use of your username and password (or related account). FarmFacts does not and will not require your password; the password is therefore also to be kept confidential from FarmFacts.

FarmFacts cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations, unless such occurs without negligence on your part.

2.3.2 Should you provide your password or login details to any third party or; should FarmFacts have reason to suspect third party use or misuse of your login details on the NEXT Farming Wayline Converter powered by Fuse® platform or; should FarmFacts have reason to suspect a contractual breach or unlawful conduct by you, FarmFacts reserves the right to deny you further access as set forth in clause 8, either temporarily or permanently, and is entitled to extraordinarily terminate the license agreement and delete your registration as an authorized user. FarmFacts is entitled to restrict your further usage of the Software. Access to the NEXT Farming Wayline Converter powered by Fuse® platform will be restored as soon as the suspected illicit use or misuse has been ruled out and/or respective additional security measures (for eg. amendments to login data) have been carried out.

3 Grant of License

FarmFacts grants you a personal, nonexclusive, royalty-free, nontransferable and non-sublicenseable license limited in time until 31.08.2017 to use the Software for the sole purpose of converting straight waylines from and into AGCO® formats conditioned on your continued compliance with the terms and conditions of this EULA.

You are entitled to use the Software for the conversion of straight waylines and field boundaries from and for an unlimited number of AGCO® machines in your ownership, or such that are available for your exclusive use (for eg. leasing). The use of the Software for the conversion of waylines from or for third-party owned AGCO® machines is not permitted.

4   End User Support

Your respective AGCO® dealer will provide First Level Support for the Software. For assistance, please contact your AGCO® dealer. Please note that AGCO® is not the developer or distributor of the Software and neither AGCO® nor the AGCO® Group, nor AGCO® dealers assume liability for complications arising in relation to the Software.

5   Reservation of Rights and Ownership

FarmFacts reserves all rights pertaining to the Software not expressly granted to you in this EULA, and protected by copyright and other intellectual property laws and treaties. FarmFacts or its suppliers have and retain title, and all copyright and other intellectual property and commercial software rights.

6   Warranty

6.1   Warranty and Rectification of Deficiencies

FarmFacts warrants that the Software is free of material defects at the point of risk transmission and does not infringe on third party rights in the country of implementation. FarmFacts shall at its discretion remedy deficiencies through correction and repair (correction patch) or the installation of a new release/new version of the Software. If a defect cannot be rectified through software repair or reinstallation, FarmFacts is entitled to provide workaround solutions. Where reasonable, these workaround solutions are to be deemed a rectification of deficiencies.

Your statutory rights to abatement, rescission, damage claims, and reimbursement of expenses incurred remain unaffected.

You are obligated to take account of the obligations as set out within the user manual pertaining to avoidance of malfunctions or damage. In particular, conditions and instructions for use are to be adhered to.

6.2   Defects in Title

6.2.1 **Information and Indemnity:** You must notify FarmFacts adequately and promptly if a judicial and/or extrajudicial claim is brought against you for alleged violation of copyright laws or other protected third party rights related to your authorized use of the Software ("**infringement proceedings**").

FarmFacts shall defend or (at its option) settle any such third party claim conditioned on (i) your prompt provision of written notice of the claim to FamFacts; (ii) FarmFacts having the sole right to conduct and control all judicial and extrajudicial defense activities in its discretion; (iii) your provision of reasonable assistance to FarmFacts in connection with the claim. You have the right to defend against any such claim should FarmFacts fail to act within thirty (30) days following receipt of notification regarding infringement proceedings. In this case, FarmFacts will support you as set out in sentence 3.

FarmFacts will pay reasonable attorney fees incurred by you and damages finally awarded against you due to infringement of copyright or other intellectual property third party rights arising from your authorized use of the Software in accordance with the terms and conditions of this agreement.

6.2.2 **Rectification of Defects in Title:** Immediately following (a) a final and conclusive court decree determining an infringement of copyright or other intellectual property third party rights, or (b) a preliminary injunction issued against you, or (c) a FarmFacts breach of copyright or other intellectual property third party right in conjunction with the Software,

FarmFacts will promptly

- Acquire a license, at no further charge to you, for your future use of the Software, or, if this is not possible

- Adapt or replace the Software so that it does not infringe third party rights, while preserving its form and functionality.

6.3 **Limitation of Warranty for Gratuitous Provision of Services**

If and insofar FarmFacts provides the Software to you free of charge, the warranty conditions set forth in clause 6.1 and 6.2 as well as any further legal rights accruing from defects and granted by statutory law apply only insofar as the defect is maliciously concealed by FarmFacts (Gift, §§523,524 BGB).

6.4 **New Software Versions**

FarmFacts is entitled to replace the Software with a new version/new release, provided that (i) the performance and functionality of the new version is equivalent to or better than the version/release being replaced, and (ii) the new version/release avoids disproportionate adjustments on your part (for eg. usage of a different operating system, or usage of more technically advanced hardware).

It is stipulated that additional training may be required due to eventual minor modifications to the NEXT Farming Wayline Converter powered by Fuse® structure or its user interface, and that such training is not a disproportionate adjustment in terms of the above section.

6.5   Limitation Period

Subject to the provision of the following sentence 2 of this clause 6.5, your warranty claims shall become time-barred within one (1) year following initial access to the Software pursuant to clause 6.1, and for deficiencies arising from later versions/releases of the Software, (1) year following the initial release of the defective release/deficient version.

Claims arising from the intentional or grossly negligent breach of obligations, injury to life, body or damage to health, fraudulent misrepresentation, a breach of guarantee as set forth in §444 BGB, as well as claims based on product liability laws are subject to statutory time limitation periods.

7   FarmFacts Liability

7.1   Unlimited Liability

FarmFacts is liable for all damages on account of an intentional or grossly negligent breach of its obligations as set out in this EULA, injury to life, body, or damage to health, fraudulent misrepresentation, a breach of guarantee as set forth in §444 BGB, and compulsory statutory liability as defined and prescribed by the German Product Liability Act.

7.2   Limited Liability for Gratuitous Provision of Services

FarmFacts liability is limited to clause 7.1 insofar as FarmFacts provides the Software to you free of charge.

7.3   Limited Liability for Provision of Services for a Fee

Insofar as FarmFacts provides the Software to you for a fee, the following shall apply in lieu of clause 7.2 and supplemental to clause 7.1.

For damages resulting from a negligent breach of a substantial contractual obligation (cardinal obligation), FarmFacts liability is limited to the compensation of losses foreseeable and typical for licensing agreements of this nature.

Liability for minor negligence is otherwise expressly excluded.

7.4   Extension of Liability

The foregoing limits and exclusions of liability as set out in clause 7 also apply with reference to the liability of FarmFacts legal representatives or vicarious agents. Insofar as FarmFacts liability is excluded or limited according to the provisions above, this shall also apply to the personal liability of FarmFacts staff members and vicarious agents.

8   Termination

The parties have the right to extraordinary termination for good cause. Good cause is deemed to exist, in particular, when a permanent and justified suspension exists as set out in clause 2.3.2, and a grace period has been set in vain.

In the case of termination or expiration of this EULA, your right to use the Software shall cease.

The conversion of manufacturer formats is dependent on manufacturer licenses. Should certain licenses no longer be available, or should particular manufacturer formats be reformatted to such a degree that prevents the Software from functioning in full or part due to technical or legal reasons, FarmFacts is entitled to limit the scope of use of the Software and modify the Product Description accordingly. FarmFacts is entitled to terminate this EULA without observing a notice period, should the above affect the majority of supported manufacturer formats.

9   Modification of this EULA

FarmFacts reserves the right at any time to modify this EULA as well as the services described in detail upon reasonable notice of their intention to do so.

FarmFacts will, in the event of any modifications to the EULA, notify you of the amendment on the Next Farming Wayline Converter powered by Fuse® platform

and clearly indicate the amendments that have been made (**"notification of change"**)

Should you not object to the modified and/or extended version of this EULA upon 6 weeks following such notification, your acquiescence shall be deemed acceptance of each such modification or amendment and the modified EULA shall supersede and replace any previous version. FarmFacts shall advise you of the consequences of failure to object in the notification of change. If consent is withheld, the contractual relationship will continue to be governed by the unmodified version of the EULA; this EULA shall terminate automatically and shall be deemed terminated by you with one months notice to the end of the month.

10   Other Stipulations

10.1   This EULA (including all supplements and additional agreements to this agreement) constitutes the entire agreement between you and FarmFacts with regards to the use of the Software. It takes precedence over all prior or contemporaneous, whether verbal or in writing, notifications, proposals, or assurances regarding the Software or any other subject matter of this EULA.

10.2   This EULA, as well as all legal relations between you and FarmFacts in regards to the use of the Software, shall be subject exclusively to the laws of the Federal Republic of Germany, without regard to conflict of law provisions under a different governing law or the UN Convention of the International Sale of Goods (CISG). Provided that you are a merchant, a legal entity under public law, a special asset body under public law, or do not have a place of general jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction is Munich (Landgericht München I). The aforesaid shall not apply where the applicable law states a different exclusive jurisdiction.

10.3   Should individual provisions of this EULA be invalid or incomplete, the validity of the other provisions remains in full force and effect.

11.   Product Description

11.1   Background

The use of geographic data is common in today's agricultural practice. Various types of geo-information is available and consist primarily of field boundaries and waylines for automatic guidance during fieldwork. The source of this data is very diverse. Sources are, for e.g. official surveys for boundaries, own surveys with

machines and different GNSS systems, created waylines while working in the field, or information from so-called Geographic Information Systems (GIS).

11.2 Capabilities & Restrictions

An A-B line is defined as an imaginary reference line set for each field that a tractor/sprayer guidance system follows. The Software converts straight A-B lines as well as field boundaries (polygon) from and into different manufacturer formats. Excluded is the conversion of or into adaptive (A+ angle lines), identical curve lines, circle tracks and headland tracks. A conversion of curved waylines is not possible due to differing manufacturer curvature calculations.

11.3 Supported Manufacturer Formats

The supported manufacturer formats are defined as follows:

Manufacturer Format	Definition
Fendt .kml	Specific Data Format for Fendt VarioGuide from SW 7.80
Topcon (Shape)	Specific AGCO® Shape Data Structure from the AGCO C3000 Terminal with SW 3.17
JD Greenstar 3	Specific Data and Folder Structure from John Deere for the John Deere Greenstar 2630 Terminal
Trimble AgGPS	Specific Data and Folder Structure from manufacturer Trimble for the CFX and FMX Terminals
ISOXML V2	Taskdata.xml according to norm ISO 11783, only for Generation 2.0/3.1
CNH Voyager	Specific Data and Folder Structure from CNH for the AFS Pro 700 Terminal from Case

With regard to the above the Software is capable of converting an imported AGCO® format into a different AGCO® format or into a third party manufacturer format, excluding the JD Greenstar 3 format. Imported third party manufacturer formats can only be converted into AGCO® formats.

The conversion capabilities JD Greenstar 3 to Trimble AgGPS, JD Greenstar 3 to CNH Voyager, and CNH Voyager to Trimble AgGPS, as well as Trimble AgGPS to CNH Voyager are not provided.

The following matrix illustrates the conversion capabilities provided by the Software:

Test matrix

From \ To	Fendt VarioGuide (KML), Challenger RoGator Modell D	AGCO C3000 (TopCon): Challenger Rogator Model C, Massey Ferguson, Valtra (SW 3.17)	Trimble (AgGPS)	CNH (Voyager)	ISOXML: Fendt, Müller Elektronik, Reichhardt, Claas S10	John Deere (Greenstar 3)
Fendt VarioGuide (KML), Challenger RoGator Model D	X	possible	possible	possible	possible	not provided
AGCO C3000 (TopCon): Challenger Rogator Model C, Massey Ferguson, Valtra (SW 3.17)	possible	X	possible	possible	possible	not provided
Trimble (AgGPS)	possible	possible	X	not provided	possible	not provided
CNH (Voyager)	possible	possible	not provided	X	possible	not provided
ISOXML (V2): Fendt, Müller Elektronik, Reichhardt, Claas S10,	possible	possible	possible	possible	X	not provided
John Deere (Greenstar 3)	possible	possible	not provided	not provided	possible	X

Key:

(grey)	X
(green)	Conversion possible
(red)	Conversion not provided

Read AGCO® data containing ISOXML V2, Fendt KML, or Topcon (Shape) manufacturer formats can be converted into, respectively, Topcon (Shape), Fendt KML, ISOXML V2, CNH Voyager , and Trimble AgGPS manufacturer formats (excluding the Ag Data format). The third party manufacturer formats CNH Voyager , Trimble AgGPS, and JD Greenstar 3 can be converted into the Fendt KML, Topcon (Shape), and ISOXML V2 manufacturer formats.

11.4 Technical Characteristics

11.4.1 Conversion:

A-B lines and field boundaries are converted as follows:

1. Export data from the terminal onto a USB device
2. Read-in the data from the USB device into the NEXT Farming Wayline Converter powered by Fuse®
3. Select the data to be converted
4. Select target format
5. Write target format onto the USB device

11.4.2 NEXT Farming Wayline Converter powered by Fuse® Components

The Software consists of two components:

1. 32-bit x 86 desktop component (reading, conversion, and writing of data)
2. Web application (visualization of data)

This structure enables the implementation of the following essential software requirements:

- Immediate reading of data exported from the terminal
- Reading and writing of large data quantities
- Visualization of Geodata in the browser

11.4.3 Implementation

The data exchange between desktop and browser occurs by way of an unencrypted local WebSocket implementation:
Data transfer occurs between a desktop-based WebSocket server implemented in Qt / C ++ and a browser-based JavaScript Websocket client.

For security reasons, the server only accepts connections from localhost on a free port between 39998 and 39995.

All data is firstly transferred within the desktop component into a format compatible with ISOXML (v2), and then transferred into the standard

Customer-> Operation-> Field

structure.

From there, the conversion into the target format takes place.
This means that only ISOXML (v2) compatible records can be read-in completely, and that the limitations specified by the format apply. These are, primarily:

- Limits on the maximum useable characters for the designation of for eg. field boundaries
- The condition that all coordinates must be available in the latitude/longitude (WGS84) format.
The read-in data and the data chosen for export is transferred between the desktop application and the browser via WebSocket, however there is no transmission of read-in data to a server.

11.4.4 Compatibility Requirements
The system was tested with the following set ups:
- Microsoft Windows Version 7
- Browsers Chrome 56.0, Firefox 51.0.1, and Internet Explorer 11.0.9600

11.5   Languages
The Software is currently available in both English and in German. The German version of the Software is automatically displayed for all browsers set in the German language.

Should the browser not be set to German, Software will be displayed in English.

11.6   Regional Customer Access
The Software is useable for land based in all EU member states, USA, Canada, Brazil, and Australia.

11.7   Accuracy
The NEXT Farming Wayline Converter powered by Fuse® Tool is an A-B line converter software with no influence on the precision of the converted A-B lines. A possible deviation of coordinates can nevertheless occur.

A deviation in the precision between the source and the target system can, in our experience, possibly occur due to:

- Missing or deviating altitude position information.
- A missing or different (more or less precise) correction signal.
- Use of different coordinate systems
- Differing north-south orientation of the systems (North Pole direction) – this may have an effect on long AB-lines.
- Terrestrial displacement (different handling of tectonic shifts).

For this reason, we recommend that the user first test the accuracy of conversion on a non-damage prone location using the converted wayline, before implementing conversion in an area where a deviation of the wayline could lead to damage.

11.8   Provided and tested conversion combinations

The following combinations have been tested using the terminal software versions available in 2016.

Combinations "Deutz - Fendt"

ISOXML V2 - Fendt .kml
Fendt .kml - ISOXML V2

Combinations "John Deere, Fendt, TopCon ISOXML V2"

JD Greenstar 3 - Fendt .kml
JD Greenstar 3 – Topcon (Shape)
JD Greenstar 3– ISOXML V2
Topcon (Shape) - Fendt .kml
Topcon (Shape) - ISOXML V2
Fendt .kml – Topcon (Shape)
Fendt .kml – ISOXML V2

Combinations "Fendt -Trimble"

Fendt .kml - Trimble AgGPS
Trimble AgGPS - Fendt .kml

<u>Combinations "CNH-Fendt"</u>

CNH Voyager - Fendt .kml
Fendt .kml – CNH Voyager

FarmFacts cannot guarantee the successful conversion of combinations, manufacturer formats, or compatibility requirements not tested and listed above.

11.9 Technical Requirements
The conversion of A-B lines requires the use of the following components:
a. Personal Computer (the Software is compatible with Windows 7)
b. Internet Access (Chrome 56.0, Firefox 51.0.1, and Internet Explorer 11.0.9600
c. USB Port
d. USB Device

11.10 Installation
Upon clicking on the provided link, the user is prompted to download the Software. The user must click on the downloaded file and follow the detailed instructions provided by the Download Assistant.

Once completed, the Software can be utilized.

11.11 Operating the Software

In order to operate the Software the user must perform the following steps:

1. Start the NEXT Farming Wayline Converter powered by Fuse® desktop component.
2. Connect the USB stick containing the tractor A-B lines to your computer.
3. Log in to the web application using user log in details.
4. Once logged in, the NEXT Farming Wayline Converter powered by Fuse® will display all manufacturer formats saved on the USB stick. In the eventuality that this window does not automatically appear, click on the upload symbol pictured with an upwards facing arrow ("Read data"). This symbol is located in the bottom left hand corner of the screen.
5. Choose the manufacturer format that you would like to convert, and click on „Import".
6. Through selection of the appropriate checkboxes choose the A-B lines that you would like to convert. *! Please note that by clicking on the company name or on the field name you are only activating the zoom function that allows you to zoom*

in on the fields and waylines within the GIS display. If you would like to choose A-B lines for conversion, please click on the appropriate checkbox. For monitoring purposes a display in the bottom right hand corner of your screen shows the number of A-B lines still available to you as well as the number of A-B lines that you have currently selected for conversion.

7. Once you have chosen the A-B lines to be converted, click on the symbol with the downward facing arrow ("Write data"). A new window will appear allowing you to choose the manufacturer format into which the selected A-B lines should be converted. Choose the manufacturer format for conversion. Do not click on "Export".

8. Prior to conversion eject the USB stick with the import data and inject an empty USB stick to allow for the converted data to be exported to a separate data carrier medium. This ensures that the Software is able to convert all of your A-B lines into the compatible manufacturer formats. Note that waylines are not lost through the switching of USB sticks.

   If you save your converted A-B lines on the same USB stick as your imported data, the case may arise where the Software does not display all relevant manufacturer formats for conversion. The reason for this, is that a condition has been integrated into the system which prevents manufacturer formats from being suggested for conversion if they are already present on the USB stick. This prevents data from being overwritten. To this effect, when saving always use USB sticks that do not contain old waylines as well as always using separate USB sticks for the import and export of data.

9. Start the conversion by clicking on "Export". Once saved, the converted data is secured on the USB stick and can be imported to the relevant tractor terminal.

11.12 Data Processing & Storage

Usage of the NEXT Farming Wayline Converter powered by Fuse® does not involve storage of the read or converted waylines. All converted data is only temporarily available and is no longer accessible following a renewed log-in. We therefore highly recommend the use of a USB memory stick for data storage purposes. Wayline data is further not transferred or saved on the server.

The following data is saved on the server for user account administration purposes:
A counting mechanism is installed within the Software which monitors the number

of converted waylines and the manufacturer formats chosen for conversion. The registration data is also stored for account administration purposes. The aforementioned data is stored on a central and security-certified server for the purposes outlined in the Data Use Policy and End User License Agreement.