

Date: \_\_\_\_\_

## CropCircle RTK Network Customer Agreement

This CropCircle RTK Network Customer Agreement (the "Customer Agreement") is made and entered into by and between \_\_\_\_\_ ("Home Provider") by and through its agent for purposes of this Customer Agreement, CropCircle RTK, LLC, Rt. 2, Box 217, Nevada, Missouri 64772 ("RTK") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Customer") as of the date first above written.

1. Home Service. Customer shall be provided during the term hereof by Home Provider access to its Base Station [need to define] (the "Home Base Station") for the purpose of allowing Customer to utilize its Trimble Navigation RTK GPS Receiver utilizing 900 MHz license-free radio frequency for the primary purpose of high-grade GPS accuracies for local agricultural guidance, topography mapping and water-management tasks.

2. Roaming Service. Customer shall be allowed access to use of the base stations of other participating providers at no additional cost to Customer. This roving service is for the sole use of the Customer in connection with Customer's farming operation and not for use by Customer in connection with any custom or other commercial operation (the Home Service and the Roaming Service collectively the "Service").

3. Fees.

A. Customer shall be charged an initial activation fee for each radio ("Radio") added under this Agreement in the amount of \$295.

B. Customer shall be charged in advance an annual fee of \$1,500 for the first Rover Radio (defined as a Radio utilized in a vehicle for purposes of GPS navigation) and \$500 for each additional Rover Radio, with a maximum annual fee of \$3,000 for 4 or more Rover Radios.

(i) The annual fee shall be pro-rated in the first year based on the number of months remaining in the current calendar year including the full month for the start-up month;

(ii) Thereafter, the annual fee shall be due in full on January 1 of each subsequent year;

(iii) Failure to pay any fee due hereunder within 30 days of its due date will result in cancellation of Service hereunder and reactivation will be subject to payment of all required fees including the activation fee referenced in 3A above.

4. Renewal. The term hereof shall renew automatically from year to year unless Customer sends a notice to RTK on or before December 1 to terminate this Customer Agreement as of the immediately following January 1.

5. Customer Equipment. All equipment utilized by Customer, including the Radios must support Trimble RTCM/CMR and protocol in order to utilize the Service. Customer's access to the various base stations under the network is made possible by registration of Customer's equipment, including the serial number of each Radio, initially into the Home Base Station and thereafter into the base stations necessary to utilize the Roaming Service.

6. Registration. Customer shall fill out the "Registration Sheet" to commence Service and to modify or add Roaming Service areas, which Registration Sheet(s), shall be deemed to be a part of this Customer Agreement as if fully set forth herein.

7. Warranty. Neither the Home Provider, any Roaming Provider nor RTK guarantee the availability or quality of the Service provided hereunder. The Service is offered strictly on an "AS AVAILABLE" and "AS IS" basis without warranty or guarantee of any kind. Customer acknowledges that the Global Positioning System is operated by the US Department of Defense, which is solely responsible for its accuracy, daily operation and availability. Customer further acknowledges and agrees that the Service is not being utilized for personal, family or household purposes.

8. Force Majeure. No Party shall be liable for any default in the performance of its obligations hereunder if and to the extent such default or delay is caused directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disobedience, rebellions or revolution in the United States, or any other similar cause beyond the reasonable control of such Party.

9. Hold Harmless. Customer acknowledges that RTK is merely acting as the servicing agent for

**SEE MATERIAL TERMS ON THE REVERSE SIDE OF THIS PAGE**

Home Provider and hereby agrees to hold RTK from any obligation hereunder except for willful misconduct or gross negligence.

10. Limitation of Liability. NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Notices. Any notice required pursuant to this Customer Agreement shall be in writing, and shall be deemed to be properly served on the date deposited in the U.S. Post Office if sent by certified or registered mail, or three (3) days after the date deposited in the U.S. Post Office if sent by regular mail or the day following the date sent by nationally recognized overnight delivery service for overnight delivery or the date of confirmation if sent by facsimile . Such notice shall be properly addressed to the other Party at the address first above written, provided that such addresses may be changed by proper notice delivered in accordance with the provisions of this Section.

12. Assignment. This Customer Agreement may not be assigned or transferred by Customer without the advance written consent of RTK, and no attempted assignment or transfer shall be binding on the other party hereto until RTK has consented in writing to such assignment. Assignments or transfers that have not been consented to shall be void. The terms and conditions of this Customer Agreement shall inure to the benefit of, and shall be binding upon, all respective permitted successors and assigns of the parties hereto.

13. Choice of Law. This Customer Agreement, and all rights, obligations, and duties arising hereunder, and all disputes which may arise hereunder, shall be construed in accordance with, and governed by, laws of the state of Missouri, without giving effect to the conflict of laws provisions thereof.

14. Modification and Waiver. Any of the terms and conditions of this Customer Agreement may be waived in writing at any time by the party which is entitled to the benefit thereof; provided, however, that the failure of any party to exercise any right, power or option given it hereunder, or to insist on strict compliance with all of the terms and conditions hereof, shall not constitute a waiver of any term, condition, or right under this Customer Agreement, unless and until that party shall have confirmed any such action or inaction to be a waiver in writing. Any such waiver shall not act as a waiver of any other term, condition, or right under this Customer Agreement, or the same term, condition, or right on any other occasion not specifically waived in writing by such party. This Customer Agreement may be modified, altered, or amended only by a writing signed by the party against whom the amendment is to be enforced.

15. Entire Agreement. This Customer Agreement I including Registration Sheet(s)) contains the entire understanding between the parties hereto and, shall supersede all prior negotiations, representations, agreements and understandings, whether oral or written, between RTK, Home Provider and Customer with respect to the subject matter hereof.

16. Headings. The headings of Sections in this Customer Agreement are inserted for convenience only, and shall not be deemed to constitute a part of this Customer Agreement, or to affect interpretation of provisions hereof.

IN WITNESS WHEREOF, Customer and Customer have caused this Agreement to be executed to be effective as of the date first above written.

Home Provider

Customer:

By: CropCircle RTK, LLC  
Its: Agent

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Its: \_\_\_\_\_