

# PUC Lease & Data Upload Agreement | Summary Guide



- 1.1 Lease of PUC.** Farmobile leases to you, the User, the Passive Uplink Connection device and associated equipment (the “PUC”) for the duration of the Term (as defined below), subject to the requirements of this Agreement. Farmobile may at any time during the Term replace, upgrade or otherwise update the PUC device, our firmware or software.

**Lease of PUC** is a concept we put into place based on farmer feedback. A Lease Subscription de-risks the cost and the warranty. PUC Hardware and Software upgrades are included in the Lease/Subscription. Farmers unfortunately have been left with expensive, outdated hardware equipment in the past.

- Customer spends less money up front, which improves cash flow.
- Customer knows they'll receive service and support because Farmobile wants to keep earning their business.
- Customer knows new features and improvements will be provided to keep the offering relevant and competitive as a total value of service.
- Customer enjoys pricing that is easy to understand for a complete offer: hardware, upgrades, cellular data plan, dashboard access, data storage. No hidden costs.
- Customer can be certain the hardware will be upgraded as needed and as available without hidden service charges.

- 1.10 Installation.** Farmobile may assist you with installation of the PUC on your farm equipment. You release Farmobile from all claims of damages to your farm equipment resulting from installation or use of the PUC.

**Standard Installations** only take 15 minutes or less, this is a plug and play device. Our tech support team is standing by and ready to help when you need it. We've heard of other installations of systems taking ½ day or more.

- 2.2 Your Ownership of Farm Data.** Farmobile believes that you (farmer) are the owner of your Farm Data. Farmobile believes that ownership should give you the right to share, download, and delete your Farm Data. You agree that you are the owner or have obtained the permission from the owner of any Farm Data you transfer, share, or upload to Farmobile using the PUC, including any Farm Data you authorize to be transferred to Farmobile from a third party. You release Farmobile from any claims that someone other than you owns the Farm Data uploaded to the Farmobile Server. Farmobile is a signatory to American Farm Bureau Federation's Privacy and Security Principles for Farm Data.

**Farm Data Ownership** - The big differentiator. Information from the farm operation was generated as a result of many, many decisions from pre-planting to harvest. We believe farmers own the rights to this data produced from their local knowledge, carefully planned input decisions and equipment they use in their fields. Like Intellectual Property, Farm Data has value and should be stored and protected properly.

**2.6 Sharing Data with Trusted Advisors.** You have the option of granting certain Trusted Advisors access to view, edit, upload and download your Farm Data. **“Trusted Advisors”** are persons designated by you, including agronomists, crop consultants, seed dealer representatives, employees, family members, landowners, and others involved with your farming operation. Trusted Advisors must agree to the appropriate Farmobile agreements that require Trusted Advisors to abide by the data transfer, use and control restrictions of this Agreement. You may stop sharing your Farm Data with Trusted Advisors at any time by revoking their permission through the Farmobile website. Trusted Advisors may not delete your Farm Data from the Farmobile PUC or Services.

**Sharing Farm Data** with Trusted Advisors empowers farmers and their relationships. Farmobile offers several methods of electronic Farm Data portability. Currently Advisors obtain data through a painstaking, time consuming, boots-on-the-ground process, collecting data out of each tractor on a USB stick that could be lost, washed, or worse.

**3.1 Creation of Farm Data Marketplace.** Farmobile shall create an online marketplace (**“Farm Data Marketplace”**) to facilitate the sale of a license to your Farm Data to a third party customer(s) (**“Farm Data Customer”**) with the consent of the Farm Data owner. Farmobile will present you with offers to license your Farm Data to Farm Data Customers when an offer arises (**“Farm Data License Offer”**). You shall have the option to accept or reject the Farm Data License Offer. The Farm Data Marketplace may be subject to additional terms and conditions which you must agree to prior to accepting any Farm Data License Offer.

**Marketplace** – Farmobile is creating a new revenue stream for farmers by providing a mechanism to license and sell their data (only if they grant permission), all while accessing the powerful benefits of the PUC subscription.

**4.1 3-Year Warranty.** Farmobile warrants that, under normal use and service, the PUC shall be free from material workmanship defects for a period of three years after delivery to you. Farmobile’s sole obligation for warranty defects shall be to correct the failure by repair, replacement, or adjustment, as determined in the Farmobile’s sole discretion.

**3-Year Warranty** – We care about our customers. If any problem arises, we will make it right. We’re in the business of making farmers happy.

**Appendix A** The Annual Fee for lease of the PUC and use of the Services shall be: **\$1,250**

**Pricing** – When compared to other in-cab systems, our pricing is extremely competitive. Farmobile is unique in that we are solving universal challenges and at this price-point. Reap rewards of your own year-over-year comprehensive data sets (machine + agronomic data), stored and protected by an independent company that has proven to put farmers and their rights first. #FarmerPower