

Terms of Service

Spudnik S4 Bluetooth Diagnostic Tool and Smartphone App

By accepting these Terms of Service, you (the user) and Spudnik Equipment Company LLC (Spudnik) enter into this agreement, and you acknowledge that you understand and will be bound by the following:

- The Spudnik S4 Bluetooth Diagnostic Tool and Smartphone App are designed and used for the exclusive purpose of diagnosing Spudnik S4-controlled agricultural equipment.
- Only authorized and trained Spudnik employees and affiliated representatives (technicians, engineers, sales representatives, and service managers) are permitted to use this tool.
- Authorized personnel will not allow or assist unauthorized personnel to use the Diagnostic Tool.
- Each authorized user is required to obtain Diagnostic Tool login credentials directly from Spudnik.
- You acknowledge that you have received training to operate and use the Diagnostic Tool.
- As a Bluetooth-enabled device providing parallel control functionality, any loss of the Bluetooth wireless signal might result in Diagnostic Tool, Smartphone App, or connected implement malfunction. Spudnik does not provide any explicit or implied guarantee of uninterrupted Bluetooth connectivity.
- Always maintain a safe distance from pinch points, motors, PTO shafts, chains, and other dangerous implement components. Failure to adhere to best safety practices while using the Diagnostic Tool may result in physical harm to you or the agricultural equipment being diagnosed via the Diagnostic Tool.
- By using the Spudnik S4 Bluetooth Diagnostic Tool and Smartphone App, you consent to Spudnik's tracking and logging implement information per each instance of implement usage during periods when the Diagnostic tool is connected to the implement. Implement input, output, and CAN messaging data may be recorded. Some automatic file transfers (Diagnostic Tool software updates, implement updates, machine input and output charts) to your paired smartphone may occur.
- The following automatic data transfers to and from your paired smartphone may occur:
 - o Diagnostic Tool Software Updates:
 - Mobile App updates associate with App performance and/ or functionality.
 - Implement input and output diagnostic data (pin numbers, descriptions).
 - o Implement Software Version Updates:
 - While the diagnostic tool is connected to the implement and paired to your smartphone, you will have the ability via the Diagnostic Tool user interface to update the implement's control software. Implement software versions are updated regularly by Spudnik, and implement software packages will be pushed to your Diagnostic Tool Smartphone App when connected to a cellular service.
 - o Data Logging:
 - Implement use information (button presses, sensor values, output commands, CANBUS messaging) is collected via the Diagnostic Tool. Implement use information may be requested by Spudnik and transferred wirelessly from your smartphone to Spudnik.
- Spudnik reserves the exclusive right to revise and update these Terms of Service from time to time in its sole discretion. All changes are effective immediately when Spudnik posts them and will apply to all access to and use of the Diagnostic Tool and Smartphone App thereafter. Your

continued use of the Diagnostic Tool and Smartphone App following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check these Terms of Service from time to time so you are aware of any changes, as they are binding on you.

- **To the fullest extent provided by law, in no event will Spudnik, its affiliates, and each of their respective directors, members, managers, officers, employees, or agents, be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Diagnostic Tool or Smartphone App, including, without limitation, any direct, indirect, special, incidental, consequential, or punitive damages, including, without limitation, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, or other damages to real or personal property (including, without limitation, your smartphone and the agricultural equipment being diagnosed), whether such damages are caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.**
- The limitation of liability set out above does not apply to liability resulting from Spudnik's gross negligence or willful misconduct.
- **Neither Spudnik, nor any person associated with Spudnik makes any warranties of any kind, either express or implied. Spudnik does not guarantee or warrant the integrity, accuracy, completeness, security, reliability, quality, availability, or usefulness of displayed Diagnostic data, and custom equipment may require additional diagnostic support. Any reliance you place on such information is strictly at your own risk. Spudnik disclaims all liability and responsibility arising from any reliance placed on such data by you or any other affiliated representatives who use the Diagnostic Tool and Smartphone App, or by anyone who may be informed of any of its contents. To the fullest extent provided by law, Spudnik hereby disclaims all warranties of any kind, whether express, implied, statutory, or otherwise, including, without limitation, any warranties of merchantability, non-infringement, and fitness for a particular purpose.**
- You understand that Spudnik cannot and does not guarantee or warrant that files available for downloading from the internet or the Diagnostic Tool or Smartphone App will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining you own means for any reconstruction of any lost data.
- You agree to defend, indemnify, and hold harmless Spudnik, its affiliates, and each of their respective, directors, members, managers, officers, employees, or agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Diagnostic Tool or Smartphone App.
- All matters relating to the Diagnostic Tool and Smartphone App and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule.
- These Terms of Service constitute the sole and entire agreement between you and Spudnik regarding the Diagnostic Tool and Smartphone App and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Diagnostic Tool and Smartphone App.