

Hold Harmless and Indemnification Agreement

THIS AGREEMENT, made on the Date above, by and between GSI Group, LLC an Illinois Limited Liability Company (hereinafter referred to as "Seller") and the below named Buyer (hereinafter referred to as "Buyer"), WITNESSETH:

WHEREAS, on the above Date, Buyer purchased a Bullseye Controller with remote self-monitoring/access from Seller to assist in the drying of Buyer's stored grain; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the parties agree as follows:

1. Buyer acknowledges AgriDry Link (ADLink) has been installed solely to provide Buyer with appropriate data regarding the grain-drying process and is not designed either to expedite the grain-drying process or to enhance the quality of the grain.
2. Buyer further agrees to hold harmless and indemnify Seller from any and all claims, actions, causes of action, demands, rights, damages, costs(including attorney's fees), loss of service, expenses and compensation whatsoever which Buyer may now have or may have in the future as a result of foreseen or unforeseen consequences relating to the actual drying of said stored grain.
3. Buyer agrees that this document will cover all past and future equipment purchased from Seller that connects to, sends and receives data through, the AgriDryLink Program. Buyer may cancel this agreement either by mail or phone call to Seller, after which communication to equipment will be discontinued until a new agreement has been filed.
4. Buyer agrees to pay all charges (subscription, reactivation, overages, etc.) via Credit Card only. Subscription terms are available in yearly increments only. The subscription year shall run from August 1 through July 31 of the next calendar year. Invoices will be provided on August 1 and will be due by August 15. Accounts without a current active subscription or controller service plan will be subject to reactivation fees. Charges for data overages, if any, will be chargeable on the next year's invoice.
5. Invoices will be sent via electronic mail. If Standard Post mail is desired, please contact customer service. Subscription fees, once paid, are not refundable regardless whether the user continues to utilize the service throughout the subscription year.
6. New controllers must be activated within one year of the ship date. Each new controller, once activated before the expiration of the one year requirement, will have a complimentary subscription until July 31 of that subscription year. Non-complimentary subscription activations/renewals that begin after August 1 will be invoiced on a prorated basis for the then-current subscription year.
7. These terms and conditions are subject to change with or without notice.
8. This Agreement shall be binding upon and inure to the benefit of, both Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.
9. This Agreement shall be governed by and construed in accordance with the Laws of the State of Illinois.

The information below needs to be filled out by the End Customer/User:

Buyer: _____ **Title:** _____
(Signature Name Only – YOUR COMPANY NAME DOES NOT BELONG HERE)

_____ **Date:** _____
(Print Name Only)

Send Email to: _____ **Dealer/UniqueID:** _____

Company: _____ **Phone:** _____

Billing Address: _____
(Address, City, State or Province & Postal Code)