TORO® SOFTWARE END USER LICENSE AGREEMENT

IMPORTANT: THIS SOFTWARE END USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND TORO. READ IT CAREFULLY BEFORE USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY SELECTING THE DOWNLOAD OR INSTALL BUTTON AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT DOWNLOAD AND INSTALL THE SOFTWARE.

1. Definitions

(a) "Toro" means The Toro Company.

(b) "Software" means Toro Sprayer Calibration Tool software program(s) and corresponding

documentation and online or electronic documentation.

2. License Grants

(a) You may install and use the Software on a single desktop or laptop WINDOWS based computer and on handheld PDA's devices as specified at www.Toro.com/go17/CUSTSVC/SVCEDU/SPRAYER-SOFTWARE.HTML

(b) You may make one copy of the Software in machine-readable form solely for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.

(c) You agree that Toro may audit your use of the Software for compliance with these terms

at any time, upon reasonable notice.

(d) Your license rights under this Agreement are non-exclusive.

3. License Restrictions

(a) Other than as set forth in Section 2, you may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network.

(b) You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse

engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.

(c) You may not sell, rent, lease, or sublicense the Software.

(d) You may not modify the Software or create derivative works based upon the Software.

(e) You may not export the Software into any country prohibited by the United States Export

Administration Act and the regulations thereunder.

(f) In the event that you fail to comply with this Agreement, Toro may terminate the license

and you must destroy all copies of the Software (with all other rights of both parties and all other provisions of this Agreement surviving any such termination).

4. Ownership

The foregoing license gives you limited license to use the Software. Toro retains all right, title and interest, including all copyright and intellectual property rights, in and to, the Software and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by Toro.

5. WARRANTY DISCLAIMER

(a) THE SOFTWARE IS PROVIDED TO YOU FREE OF CHARGE, AND ON AN "AS-IS" BASIS. TORO PROVIDES NO TECHNICAL SUPPORT OR WARRANTIES FOR THE SOFTWARE.

(b) TORO DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. TORO DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

(c) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TORO, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

(d) THE SOFTWARE USES ONLY U.S. UNITS OF MEASUREMENTS (GALLONS, ACRES, ETC.). ALL CALCULATIONS ARE BASED ON INDUSTRY STANDARDS AND SHOULD BE USED ONLY AS A GUIDE.

(e) SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

6. LIMITATION OF LIABILITY

(a) TORO SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF TORO OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

(c) THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT.

7. General

This Agreement shall be governed by the internal laws of the State of Minnesota, without giving effect to principles of conflict of laws. Should you have any questions concerning this Agreement, you may contact Toro at legal@toro.com or at

Toro and other trademarks contained in the Software are trademarks or registered trademarks of The Toro Company in the United States and/or other countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND TORO WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.