



# JOHN DEERE

## John Deere - ISG Telematic Subscription (JLink)

**This contract governs the use of the John Deere - ISG Telematic Systems that is to be concluded between Customer and John Deere – ISG.**

John Deere - ISG has developed and sells various telematics systems. They consist of telematics hardware, software and services (the "Systems") and are sold via John Deere - ISG dealers or other commissioned parties ("Dealers"). This Contract contains the terms and conditions for the use of the John Deere - ISG Telematics System by the Customer, including access to the John Deere - ISG Telematics web service and its use.

To provide the services under this Agreement, Customer must activate one (and only one) compatible telematic gateway ("Terminal"). This Contract sets forth the terms governing Customer's activation and use of the Systems on a single Terminal, including access to and usage of the Web Functions (defined in Section 1.1) during the Subscription Period (defined in Section 5.1). If the Customer wishes to activate more than one Terminal, the Customer must execute a separate Contract for each Terminal.

### **1. Contracting Parties**

This Contract is concluded between John Deere GmbH & Co. KG, represented by Intelligence Solution Group (ISG), Strassburger Allee 3, Kaiserslautern (John Deere - ISG) and the Customer. John Deere GmbH & Co. KG is entitled to transfer the contractual relationship to companies affiliated with Deere & Company without requiring the consent of the Customer. The Customer will be informed of this.

### **2. Object of the contract**

**2.1 Web Functions.** The Telematic Services include a proprietary web-based solution (the "**Web Functions**") resident on one or more servers (each a "**Server**"). The Web Functions allow Customer to use Customer's computer to view and manage data stored on the Servers that has been obtained from the System Hardware (defined in Section 2.1). The Telematic Services also include data and software management services, which include services that enable the collection, management and transfer of data between System Hardware and Servers, and services that enable machine diagnostics, remote servicing and software updates for various components of a machine. The service may include the provision of telecommunications and/or satellite based communication (if offered at the customer location) services in accordance with the German Telecommunications Act (TKG), the Telemedia Act (TMG) and the Federal Data Protection Act (BDSG) for machine-to-machine communication devices (M2M communication devices) using the mobile telephone network. The Telematic Services will be enabled through one or more wireless telecommunications providers duly authorized by John Deere - ISG (each, including the Satellite Provider if offered, an "**Underlying Wireless Provider**"). The Telematic Services include only those services set forth in this Contract and expressly exclude any services that may be offered by any Underlying Wireless Provider other than those which John Deere - ISG uses to provide the Services pursuant to this Contract. The service may be made available in other European countries through the local provider's roaming services. The range and signal strength may vary from location to location and are dependent on the range and signal strength of the local provider. John Deere - ISG does not guarantee certain coverage, range, or signal strength.

The Customer instructs John Deere - ISG to consolidate data captured and collected via the Services in accordance with the provisions of this Contract, the "Regulation on data protection and data security" and in compliance with the agreed technical and organisational measures in central systems and to make it available to the Customer from there for use under this Agreement.

**2.2 Use of the Web functions.** During the Subscription Period, Customer will have access to and use of the Web Functions available at [www.jdlink.com](http://www.jdlink.com) or [myjohndeere.com](http://myjohndeere.com) (the "**Telematic Web Interface**"), a website managed by John Deere - ISG. John Deere - ISG will assign to Customer user name(s) and password(s) for Customer's use of the Web Functions. Customer will control access to and use of the user name(s) and password(s) by Customer's employees, and Customer will promptly notify John Deere - ISG of any unauthorized use of the user name(s) or password(s). Customer will not (i) permit access to or use of the Web Functions via the Customer user name and/or password by any third parties, or (ii) assign or transfer access to the Web Functions or use the Web Functions except as set forth in this Contract. If Customer desires to provide access to Customer's account to a third party, Customer may grant access to the third party via the Web Functions after the third party creates its own user name and password. However, Customer assumes full responsibility for the actions of any such third party with respect to the System. To use the Web Functions, Customer will contract with an Internet Service Provider ("**ISP**") and have a computer and connection to the Internet that both meet or exceed the specifications or minimum requirements published by John Deere - ISG, if any. Customer will be solely responsible for the choice of its ISP and for any ISP fees, maintenance support, and other ISP expenses. John Deere - ISG will not have any responsibility for the ISP connection or any Internet communications link between Customer's computer and the Servers. Customer's use of an ISP does not permit John Deere - ISG to provide backup for access to the Web Functions in the event of a failure of the ISP or Internet, and John Deere - ISG will not have any liability for any interruption or break in the Web Functions as a result of downtime or failure of any Internet or ISP connection. In addition to this Contract, Customer's access to, and use of, the Telematic Web Interface will be conditioned upon acceptance of any additional terms and conditions presented by John Deere - ISG at the time of log-in or access to the Web Functions.

**2.3 Service activation.** To enable Customer to use the Telematic Systems on a particular Terminal, the Telematic Services for that Terminal must first be activated ("**Activation**"). Activation will ordinarily occur upon issuance by John Deere - ISG of a code that will enable the System Hardware to use the Services during the Subscription Period, but in some cases Activation may be accomplished wirelessly or via

John Deere - ISG's support website ([www.stellarsupport.deere.com](http://www.stellarsupport.deere.com)). The Activation will be performed by a Dealer acting at the direction of and on behalf of the Customer. At the time of Activation, the Telematic Services will commence for the activated Terminal and will continue in effect until the end of the Subscription Period. Upon expiration of the Subscription Period the Telematic Services governed by this Contract will cease, unless Customer elects to purchase an additional John Deere Telematic Subscription Contract. This Contract does not automatically renew. If any terms and conditions are presented to Customer by John Deere - ISG at the time of purchase, activation, or renewal of an additional Services Subscription Period on or after the Effective Date, including a more recent version of this Contract, Customer must accept such terms to enable such additional Subscription Period. In the event of any conflict between such terms and the terms of this Contract, the terms presented at the time of purchase, activation or renewal of the additional Services Subscription Period shall prevail. As part of the provision of the Telematic Services, the Terminal may be assigned a unique mobile or satellite communication code. Customer acknowledges that Customer has no property right in such code, and John Deere - ISG may change or reassign such codes in John Deere - ISG's sole discretion.

**2.4 prepaid SIM card.** John Deere - ISG offers the Customer a machine-to-machine telecommunications service (M2M telecommunications service). For this purpose the System Hardware may include a removable subscriber identity module card ("**SIM Card**"). The SIM card may be used exclusively for machine-to-machine communication and data transfers only in conjunction with an activated terminal that can only be purchased from an authorized John Deere - ISG dealer or is already installed on John Deere - ISG machines. The customer is not allowed to offer telecommunication services or M2M services in own name to third parties. **The Customer does not acquire any ownership of the SIM Card.** All rights, including the granting of rights to use the software installed on the SIM Cards shall remain with John Deere - ISG. In the event of service disruptions, John Deere - ISG shall be entitled to replace or modify the SIM Cards. John Deere - ISG reserves the right to deactivate the SIM Card, and to bill Customer for the reimbursement of any additional expenses incurred by John Deere - ISG, if Customer uses the SIM Card for any purpose other than utilizing the Services. The Customer must promptly inform John Deere - ISG in the event that part of the System Hardware becomes lost or stolen, or becomes inoperative due to damage, or if it has been misused in any way. The customer is not allowed to transfer the SIM card provided by John Deere - ISG to a third party without John Deere - ISG express prior consent. In case the customer may be willing to perform the transfer of a preinstalled and/or activated device the customer will inform the new customer that he/she will need to enter a telematic agreement with John Deere - ISG. The customer will request at John Deere - ISG the transfer of the customer account and the remaining John Deere Telematic Service period to the new owner/customer. In case the customer fails to inform John Deere - ISG about the transfer John Deere - ISG cannot ensure the correct functionality of the service and/or grant the confidentiality of the customer's data.

**2.5 Abuse or Fraudulent use of the Service.** John Deere - ISG may restrict or cancel, at its sole discretion, Customer's Services under this Contract if there is a reasonable suspicion of Abuse or Fraudulent Use. Customer will not abuse or make fraudulent use of the Services, and agrees (a) not to engage or participate in, or permit, any Abuse or Fraudulent Use of the Services, (b) to promptly report to Dealer (or to John Deere - ISG if Customer is a Dealer) any such Abuse or Fraudulent Use of which Customer becomes aware, and (c) to cooperate in any investigation or prosecution relating to any Abuse or Fraudulent Use initiated by John Deere - ISG, legal representatives of John Deere - ISG, or any Underlying Wireless Provider. Customer is solely liable for charges, costs or damages resulting from Abuse or Fraudulent Use. "Abuse or Fraudulent Use" of the Services includes, but is not limited to: (I) Accessing, altering, or interfering with the communications of and/or information about another customer of John Deere - ISG, any Dealer, or any Underlying Wireless Provider or attempting or assisting another person or entity to do or attempt any of the foregoing; (II) Rearranging, tampering with or making an unauthorized connection to any Underlying Wireless Provider's network; (III) Installing any amplifiers, enhancers, repeaters, or other devices that modify the radio signals or frequencies upon which the Services are provided or operating the System Hardware in a manner that violates applicable law or governmental regulation; (IV) Using Services in such a manner so as to interfere unreasonably with the use of service by one or more other customers or end users or to interfere unreasonably with John Deere - ISG's or any Underlying Wireless Provider's ability to provide service; (V) Using Services to convey obscene, prurient, defamatory, salacious, or unlawful information or copyrighted content that is not the property of Customer; (VI) Using Services without permission on a stolen or lost device; (VII) Unauthorized access to Services or any Underlying Wireless Provider's service; (VIII) Using the Services to provide voice over IP services, or tethering or tapping into the Services to provide telematic services other than the Services; (IX) Using any scheme, false representation or false credit device, with the intent to avoid payment, in whole or in part, for Services; (X) Unauthorized modification of System Hardware, Terminal, System Hardware settings, or System Software; (XI) Causing the System Hardware to be installed by any person or entity other than a Dealer or other John Deere certified System Hardware installer qualified by John Deere - ISG; (XII) Unauthorized access to, use of, alteration of, or destruction of the System Data files, programs, procedures, or information related to Customer or any other John Deere - ISG customer (XIII) Use with the intent to reverse engineer or clone the System, or any attempt to create a substitute or similar service through use of, or access to, the Services; (XIV) Use for any unlawful, illegal or fraudulent purpose; (XV) Tracking the location of any person without first obtaining all necessary prior authorizations from such person to permit the Customer and John Deere - ISG to track such location; (XVI) For Systems including satellite communication functionality, (a) any mechanisms, including pricing differentials, intended to divert to any destination other than John Deere - ISG's satellite communication provider's (the "**Satellite Provider**") gateway any inbound satellite traffic (including any voice or data call that is originated from the Satellite Provider's authorized product or device including attempted calls to toll numbers which is destined to terminate or be routed through the Satellite Provider's gateway or any carrier, ISC or IXC on behalf of the Satellite Provider) originating from a Public Switched Telephone Network ("**PSTN**") and currently routed to the Satellite Provider's gateway and then forwarded to Satellite Provider subscribers or (b) any mechanisms intended to bypass Satellite Provider gateways for routing of calls through any PSTN, PLMN, PTT, IXC or other telecommunications provider or (c) any other act or mechanism which the Satellite Provider determines in its sole judgment constitutes network abuse or otherwise has a potentially damaging effect, including abnormal wear and tear, on the Satellite Provider's communications system or causes or could potentially cause abnormal call service performance or call and/or network congestion. (XVII) provide the use or allow the use of the service of persons located or connected with embargo countries or in countries where the service is not allowed. In case one or more of such abuse or fraudulent use John Deere - ISG will be allowed to interrupt immediately the service and withdraw from the service contract. In this case the Customer will not be credited or refunded any charges for Services interruptions resulting from any restriction or cancellation of Services under this Section or any prepayment for Services during the period of such restriction or following such cancellation.

**2.6 SMS Messaging.** If Customer elects to receive short message service ("**SMS**") messages to Customer's mobile device and/or email messages as part of the Services, Customer hereby authorizes John Deere - ISG to send SMS messages and/or email messages to Customer and agrees to be bound by the additional terms set forth at [www.jdlink.com](http://www.jdlink.com). To elect to receive SMS messages on a mobile device, Customer must be, and warrants that Customer is, the authorized user of the mobile device. SMS messages may be received on mobile devices utilizing the wireless carriers identified at [www.jdlink.com](http://www.jdlink.com). Customer acknowledges that Customer has the option for the term of this Contract to opt-in or opt-out of receiving SMS and/or email messages. For assistance with SMS message issues, Customers may visit [www.jdlink.com/SMSHelp](http://www.jdlink.com/SMSHelp),

email [jdlinksupport@JohnDeere.com](mailto:jdlinksupport@JohnDeere.com), or call 800-251-9928, or text HELP to 74765. To opt-out of receiving SMS messages, Customers in must text STOP to 74765. The number of SMS messages received by Customer will vary depending upon machine activity. Customer's receipt of SMS messages may result in Customer incurring additional messaging or data fees from Customer's wireless carrier for which Customer is solely liable.

### **3. Hardware and Software**

a) Hardware: In order to retrieve and transfer data from the Customer's machines, the Customer must have at least one enabled, John Deere - ISG compatible telematics terminal ("Terminal"). In this Contract, the Terminals together with accessories such as cables, cable harnesses and antenna shall be referred to as "System Hardware". If the System Hardware has not already been pre-installed in the machine that the Customer has purchased, it must be purchased and installed separately at an authorised Dealer. The use of the System Hardware by the Customer is subject to all of the terms and conditions of this Contract as well as all other terms and conditions agreed with the Customer at the time of purchasing the System Hardware. b) Software: the services software, modem software, and other software and/or firmware are resident on the System Hardware ("**System Software**"). The System Software contains proprietary code of John Deere - ISG or third parties licensed under the terms of this section and may include third party code separately licensed as specified in any documentation (e.g., a CD) accompanying the System Hardware. John Deere - ISG grants to Customer a non-exclusive, revocable license to use the System Software solely (i) in conjunction with use of the System, and (ii) with System Hardware. John Deere - ISG further grants Customer the right to transfer its license to use the System Software, which does not include the Services, during the useful life of the System Hardware in conjunction with the transfer of the ownership of the System Hardware. Customer agrees that John Deere - ISG may update the System Software on any of Customer's System Hardware during the term of this Contract as often as is deemed appropriate by John Deere - ISG. Customer agrees that John Deere - ISG may update the System Software on any Customer's System Hardware during the term of this contract as often as is deemed appropriate by John Deere - ISG. Customer will store and secure its data before any update installation. John Deere - ISG is not liable for any data loss due to the update of the service.

### **4. Upgrades and new services**

John Deere - ISG may offer to the Customer the purchase of new services or upgrades of the existing services. Upgrades may offer new functions or enhance service properties. This agreement shall apply to the future upgrades purchased by the customer. New services or service upgrades may provide different terms and/or condition of purchase and use. The new terms and condition may be added as annex to this contract and subject to the same provision as the John Deere Telematic subscription contract. New features or services may be subject to a separate agreement.

### **5. Data Collection**

John Deere - ISG commits to respect and protect customer's personal data and sensitive data. All personal data collected under this agreement are collected only to the purpose of fulfilling the services provided in this contract.

**5.1 Collection of data to provide the service.** John Deere ISG may collect data generated by the use of, collected by, or stored in John Deere - ISG machinery and equipment pursuant to this Contract, including the System Hardware and any hardware or devices interfacing with John Deere - ISG machinery and equipment, together with any other data added to the web portion of the Telematic Services by Customer here defined as "**Machine Data**" (like i.e. but not exclusively Cooling agent temperature, Rotational speed, Consumption, Operating time, maintenance and repair history etc.). Some Machine Data will be accessible via the Web Functions. Machine Data (including any Machine Data collected pursuant to any separate Telematic Subscription Contracts between John Deere - ISG and Customer) together with any other data (like i.e. but not exclusively environmental data such as temperature, moisture etc.) added to the web portion of the Telematic Services by Customer will be collectively referred to as the "**System Data**". John Deere - ISG will host, manage, and use the System Data pursuant to the terms of this Contract in order to provide the Service. Furthermore John Deere - ISG may expand the services to production data. Production data are additional information provided by customer or third parties (like i.e but not exclusively equipment production data) John Deere - ISG may process and save data from external system or combine information in order to provide the services requested by the customer.

**5.2 Geolocation Data.** If offered as a service or an upgrade feature John Deere - ISG may collect, using GSM technology, in order to provide the service, position data in RTCM format as well as Waypoints, track logs and/or boundaries. The customer acknowledges that he/she may only use geolocation systems to track the position of a person if the person has given its preventive explicit written consent. Customer confirms that he requested and stored all necessary authorizations from his employees in order to be compliant with local data privacy laws and contractual provisions. Customer agrees to held John Deere - ISG free of all responsibility related to the collection of geolocation data.

**5.3 Access to and Use of Data.** Customer may also authorize or restrict Dealer access via the Web Functions at any time. Customer may request that John Deere - ISG remove access to and use of System Data to specific Dealers via the Web Functions. John Deere - ISG will effectuate such removal within thirty (30) days of Customer's valid request. Any such restricted Dealer may continue to have access to System Data collected by the System prior to John Deere - ISG's removal of the Dealer's access. Removal of a Dealer's access to and use of System Data may prevent the Dealer from providing remote machine diagnostics, remote machine servicing or other services to Customer provided by the dealer. Customers may authorize dealers ("Authorized Dealers") to access and use Customer's System Data. John Deere - ISG may provide Authorized Dealers information and data for the purpose of servicing Customer's equipment including machine diagnostics, remote servicing (i.e. but not exclusively to provide update, repairs, assistance) and machine component software updates. If Customer associates multiple activated Terminals together in the Telematic Web Interface or through the Web Functions, Customer will not be able to set different data access permissions for each individual Terminal. Rather, Customer must make the same data access permissions for all such associated activated Terminals.

**5.4 Data storage and retention policy.** Customer data are stored on John Deere - ISG Servers based in the US. Unless and until Customer requests removal of John Deere - ISG's access to and use of System Data John Deere - ISG will store the System Data during the Subscription Period, provided such data storage is in compliance with all applicable federal, state, provincial and local laws and regulations, including, but not limited to, as applicable, laws of non-EU jurisdictions where System Data is stored. John Deere - ISG will have the right, but not the obligation, to store the System Data indefinitely, or to delete the System Data at any time upon expiration of the above-stated retention periods provided

such data storage is in compliance with all applicable federal, state, provincial, and local laws and regulations, including, but not limited to, as applicable, laws of non-EU jurisdictions where System Data is stored. Customer acknowledges and agrees that messaging and position System Data deleted from the Server(s) cannot be retrieved or re-created. In addition, the Underlying Wireless Providers may generate call data records ("CDRs") for billing and invoicing purposes, and the Underlying Wireless Providers may retain the CDRs for longer than a ninety (90) day period, in accordance with applicable law. The last position of each Terminal will be stored on the Terminal. If Customer transfers ownership of any System Hardware to another party, Customer may no longer have access to the System Data affiliated with the System Hardware that is collected after the transfer.

**5.5 John Deere-ISG usage of data.** John Deere - ISG is entitled to access the non-anonymised customer data set to provide the contractually defined service (e.g. JDLink). Customer agrees that John Deere - ISG may access and use System Data in anonymized and aggregated form for statistical purposes as well as to improve or develop John Deere products, identify new usage types of equipment and/or develop new services.

John Deere - ISG may disclose customer data to outside parties when we have a good faith belief that disclosure is reasonably necessary to (a) comply with any applicable law, regulation or compulsory legal request; (b) protect the safety of any person from death or serious bodily injury; (c) prevent fraud or abuse against us or our users; (d) to protect our property rights; or (e) defend Deere and its affiliates or personnel from any legal proceedings arising out of customer data.

**5.6 Payment and Invoicing.** The services are provided in form of a prepaid flat rate. The amount of the flat rate is provided in the product information handed out by the John Deere – ISG representative. The flat rate will be paid on the payment method chosen by the customer and communicated to the customer by John Deere - ISG. If the customer wholly or partially does not pay the flat rate, John Deere - ISG may demand interest and damages in accordance with the statutory provisions. John Deere - ISG may also request to the customer all reasonable costs and expenses, including attorney fees, court costs and fees incurred by John Deere - ISG in the context of the recovery of the payment. In case of lack of payments or delay in payments John Deere - ISG may interrupt the provision of the service.

## **6. Term and Termination**

**6.1 Term.** The term of this Contract (the "Term") shall commence on the date of signature. The initial term of this Contract (the "Initial Term") will continue in effect for a period of two years except as set forth below. If the System Hardware is not activated (as provided in Section 1.3) within the Initial Term, this Contract will expire at the end of the Initial Term. If the System Hardware is activated within the Initial Term, this Contract will continue for the Subscription Period, which will commence upon the date of Activation. The "Subscription Period" is the subscription term agreed between John Deere - ISG and Customer prior to execution of this Contract, and ends in all cases upon the earlier of the expiration of (i) the agreed subscription term or (ii) any termination of this Contract.

**6.2 Termination.** A substantial non-performance or a substantial breach of this contract represents a cause for termination and entitles the opposing party to terminate this agreement and/or the corresponding terminal subscriptions for the John Deere – ISG service. A reason for termination occurs if the customer basically does not meet the obligations contained in this agreement. All further claims are based on the statutory provisions.

**6.3 Termination for Convenience by John Deere - ISG.** John Deere - ISG may terminate this Contract upon thirty (30) days notice to Customer. Unless such termination is for the purpose of compliance with applicable laws, regulations, or court orders, upon such termination, John Deere - ISG will reimburse Customer a prorated portion of the Service fees Customer has paid to John Deere - ISG. To the extent permitted under applicable law, any such reimbursement will be John Deere - ISG's sole liability to Customer for any such termination for convenience.

**6.4 Termination for Convenience by Customer.** Customer may terminate this Contract upon thirty (30) days notice to John Deere - ISG. Upon any termination of this Contract under this paragraph, Customer will not be entitled to any refund of any fees paid by Customer for the Services or System Hardware and Customer will no longer have access to the System Data via the Web Functions.

## **7. Confidentiality**

**7.1 Confidentiality of the Contract and information.** The terms and conditions of this Contract, including the pricing, are the confidential data of John Deere - ISG. All business, operational or technical information provided by John Deere - ISG that is marked as confidential data shall be considered the confidential information of John Deere - ISG ("Information"). During the term and for a period of three (3) years thereafter, the Customer (a) must treat all Information received from John Deere - ISG as confidential, (b) may only use this Information within the scope the performance of this Contract, (c) may only copy this Information to the extent necessary for this purpose, (d) must restrict the disclosure of this Information to those of its employees and consultants which require knowledge of it for the performance of their duties, and (e) must not disclose this Information to third parties without the prior written approval of John Deere - ISG.

The limitations on the use and disclosure of the Information by the Customer shall not apply to Information for which the Customer can prove that it (i) was completely and independently obtained by the Customer without using John Deere - ISG Information, (ii) is, or has become, public knowledge without any breach of this Contract by the Customer, (iii) was known to the Customer at the time of its disclosure as information without restrictions, (iv) has been approved for disclosure following written approval by John Deere - ISG or (v) has been disclosed as a result of an order having legal force that has been issued by a court or other public authority in the country in which the Customer is domiciled, but only to the extent of this order and for the purpose of this order, provided that the Customer first informs John Deere - ISG about the order and gives John Deere - ISG the opportunity to obtain an appropriate protective order, unless such notification is otherwise prohibited by law. Upon expiry or premature termination of this Contract, the Customer shall immediately return all confidential or secret information to John Deere - ISG or shall destroy it immediately (and provide evidence of the destruction). In the event that the contracting parties have concluded a separate confidentiality agreement for the protection of confidential or secret information, the terms of this agreement shall take precedence over this article.

## **8. Limitation of Liability**

John Deere - ISG is liable without limitation for deliberate damage or damages caused by gross negligence. In the case of low negligence, John Deere - ISG is liable without limitation for injury of life, or damage to health. The liability limitation to property or financial damages for foreseeable impairments which are typical for this type of contract and / or the nature of the services shall be limited up to a maximum of EUR 12.500 per customer. If the liability for damages on a single action or event is causing damages to several customers the liability for damages is limited to a maximum amount of EUR 500.000 applying the limitation per customer as described above. If the compensation for the same event exceeds the maximum payable amount of EUR 500.000 the amount will be shared proportionally between the damaged parties up to the maximum individual customer amount as described above. In addition, the parties agree that an essential obligation is an obligation that is considered to be critical for the fulfillment of this contract. Failure to comply with an essential obligation shall be considered to be a breach of contract, which jeopardizes the fulfillment of the purposes of the agreement and that the customer may reasonably expect under normal conditions for a similar service. John Deere - ISG Liability for any other damages is herewith expressly excluded. Any liability provided under the German product liability Act, as well as mandatory applicable laws remain unaffected.

## **9. Other provisions**

**9.1 Reassignment of the contract - Affiliates and connected companies.** John Deere - ISG may reassign this agreement to another affiliated company with all rights and obligations or claims arising thereof. Any rights and privileges granted to John Deere - ISG in accordance with the provisions of this agreement shall also be granted to affiliates and connected companies. Affiliates and/or connected companies are companies or other legal entities who directly or indirectly control John Deere - ISG or respectively, together with John Deere - ISG are either directly or indirectly controlled with a significant participation by more than fifty percent (50%).

**9.2 Language, applicable law and jurisdiction.** The contractual language is English. A courtesy non-binding translation may be provided for information purposes from time to time. In case of doubts the English version shall prevail. This Contract is subject to German law and shall be interpreted accordingly. All disputes arising within the scope of this Contract and which cannot be amicably resolved shall be finally settled under the Rules of Arbitration of the ICC by one or more arbitrators appointed in accordance with the said Rules. All proceedings of the arbitration, including arguments and briefs shall be conducted in English. Any award of the Arbitration Court shall state the reasons upon which it was based, shall be rendered in writing and shall be final and binding on both Parties. Place for arbitration hearings shall be Zurich (Switzerland).

**9.3 Severance clause; waiver clause.** In the event that a provision of this Contract proves to be unenforceable, this shall not affect the enforceability of the other provisions; the contracting parties shall replace the provision concerned with an enforceable provision which reflects, as closely as possible, the intention and economic effect of the provision concerned. A waiver to prosecute a breach of a provision of this Contract by one of the contracting parties, shall not be interpreted as a waiver to prosecute subsequent breaches.

**9.4 Notifications.** All notifications must be in writing and shall be deemed to have been made when they have been sent by registered mail to: John Deere GmbH & Co. KG, Intelligent solutions Group, Straßburger Allee 3, Kaiserslautern.

**9.5 Force majeure.** None of the contracting parties shall be liable to the others for the non-performance or delayed performance of a mandatory obligation if this non-performance or delay is attributable to a case of *force majeure*, natural disasters, strikes, acts of terrorism, civil unrest, compliance with laws or official orders or other events, which are outside the sphere of influence of this contracting party, provided that this contracting party gives immediate written notification of this circumstance and resumes performance as quickly as possible, and provided that the other contracting party can terminate this Contract if this circumstance persists for longer than a period of ninety (90) days and the delayed contracting party has not indicated that it will be in a position to resume performance of its obligations within a reasonable time frame.

**9.6 import and export restrictions.** Customer acknowledges that all Services, System Hardware, System Software, proprietary data, know-how, or other data or information (herein referred to as "Products") obtained from John Deere - ISG may be subject to the import and/or export control laws of one or more countries and, accordingly, their import, export and re-export, may be restricted or prohibited. Customer, therefore, agrees not to directly or indirectly import, export, re-export, or cause to be imported, exported or re-exported, any such Products to any destination, entity, or persons prohibited or restricted under any law or regulation, unless it shall have first obtained prior written consent of John Deere - ISG and any applicable governmental entity, either in writing or as provided by applicable regulation, as the same may be amended from time to time. Customer agrees that no Products received from John Deere - ISG will be directly employed in missile technology, sensitive nuclear, or chemical biological weapons end uses or in any manner transferred to any party for any such end use. **Customer will use the Products only in a country that is listed as an available country on [www.jdlink.com](http://www.jdlink.com).**

**9.7 Entire Contract.** This Contract contains the regulations for data protection and data security as well as the respective conditions for use of the booked services, all arrangements, agreements and assurances between the contractual parties. This Contract replaces all previous documents, discussions, and arrangements with respect to the object of the Contract. All additional or conflicting terms and conditions proposed by the Customer or contained in an order will be rejected and shall only be effective following the express written approval by John Deere - ISG.