

# General Supplemental Terms and Conditions of Use for MyJobConnect Premium

(the "Supplemental Ts&Cs")

## I. Scope of application

1. MyJobConnect Premium consists of a combination of various John Deere products, the use of which is subject in each case to the own terms and conditions. The scope of these various terms and conditions as well as their sequence is described below. Additional terms and conditions for using MyJobConnect Premium are also agreed.
2. The use of the MyJobConnect Premium Solution offered by John Deere GmbH & Co KG (hereinafter, "JD" or "John Deere") is governed by the following terms and conditions:

- a) The general MyJohnDeere Terms and Conditions for MyJohnDeere.com (available at: [http://www.deere.com/privacy\\_and\\_data/agreements/myjohndeere/terms\\_and\\_conditions.page](http://www.deere.com/privacy_and_data/agreements/myjohndeere/terms_and_conditions.page))

The "MyJohnDeere Terms and Conditions" regulate in general your access to and use of the MyJohnDeere website, the MyJohnDeere operations center (<https://myjohndeere.deere.com>) (i.e. the respective user interface which is available to you at MyJohnDeere to manage assets and plan orders) and the other services of "MyJohnDeere.com" as well as other websites and mobile apps of John Deere. The provisions in the "MyJohnDeere Terms and Conditions" also apply to the MyJobConnect Premium Solution application to the extent not provided otherwise in these "Supplemental Ts&Cs" (see Clause 4.E. of the Terms and Conditions).

- b) MyJobsManager App, MyJobs App and MyLogistics App End User License Agreements (available in the respective app "Terms & Conditions")

The "End User License Agreement" regulates (except to the extent expressly provided otherwise in these Supplemental Ts&Cs) the use of the individual apps "MyJobsManager", "MyJobs" and "MyLogistics" (hereinafter referred to together as the "Apps") which can be downloaded free of charge in the various app stores. The activation of the data transfer between the MyJohnDeere operations center and the Apps, which incurs costs, and the related separate functionalities and services of MyJobConnect Premium are not covered by the "End User License Agreement". In this regard, the provisions in the terms and conditions described in more detail in Section I. 1. a), c) and d) apply.

- c) End User License Agreement for the Use of the Navigation Maps Data Base (available at: Map Repository)

The End User "License Agreement for the Use of the Navigation Map Data Base" regulates conclusively the use of the navigation data base and the navigation maps offered there (see the definition in III.).

- d) The present "Supplemental Terms and Conditions of Use for the MyJobConnect Premium"

These "Supplemental Ts&Cs regulate which general terms and conditions are applicable to which parts of the MyJobConnect Premium Solution and include in this regard some supplemental terms and conditions.

Ordering the activation of the data transfer between the MyJohnDeere operations center and the Apps: The activation of the data transfer between the MyJohnDeere operations center and the Apps (so-called "Backend Connectivity") incurs costs and is carried out by John Deere as soon as John Deere has received a legally binding order of the end user through one of John Deere's authorized distribution partners (the "Order"). The Order establishes additional terms and conditions for using the MyJobConnect Premium Solution, especially the duration of the activation/use, the number of end user licenses to be activated as well as the compensation to be paid for the licenses.

## II. Subject of the MyJobConnect Premium Solution

The MyJobConnect Premium services include a web-based and mobile-based solution protected by copyright which consists of the following (the "MyJobConnect Premium Solution"):

1. Apps: The MyJobsManager App, MyJobs App and the MyLogistics App together with their functionalities are provided free of charge.
2. Backend-Connectivity: The activation of the data transfer between the MyJohnDeere operations center and the MyJobConnect Premium Apps as well as the navigation data base (and the related additional functionalities) defined in more detail under the "Order" that incurs costs are specifically:
  - a) The activation of the data transfers between MyJohnDeere.com operations center and the Apps "MyJobsManager" and "MyJobs":

The activation enables the synchronization and transmission of the following job details between the MyJohnDeere.com operations center and the Apps "MyJobsManager" and "MyJobs":

- job type (e.g. sowing seed, harvesting, plowing etc.)
- job details (e.g. selected operations, system for measurement units etc.)
- field and field borders
- field name
- type of planting
- assigned driver(s)
- assigned equipment
- assigned agricultural equipment
- other required materials
- job date
- work report including selected questions and other notes for billing and carrying out the jobs as well as the answers transmitted with regard to billing and the jobs.

- b) The activation of the data transfer between the MyJohnDeere operations center and the MyLogistics App:

The activation enables:

- the synchronization of the jobs, field borders, field entry points, machinery and GPS positions for the members of the fleet assigned to the job,
- the activation of the downloads of the road maps from AWS (Amazon Web Services).

The data transfer is activated for a fixed period of time and a fixed number of licenses in accordance with the respective "Order" through the authorized John Deere distribution partner.

The MyLogistics App also includes the following services:

- agricultural navigation with expanded road network:
  - navigation to field entry points, machinery and "points of interest" defined by the user,
  - normal road network, expanded for field and forest paths;
- offline capacity:
  - the synchronized data are stored in the App and are again synchronized when there is an internet connection;
- compliance with road and vehicle restrictions:
  - vehicle width, height and weight are taken into account when planning the routes,
  - choice of roads specifically for the vehicle when planning the routes;
- basic logistical support:
  - planning tours,
  - navigation to moveable destinations.

### III. Rights of use and compensation

1. The rights of use for the individual components of the MyJobConnect Premium Solution are governed by the following provisions:
  - a) The use of the individual Apps that can be downloaded in the respective App stores free of charge is governed by the respective "End User License Agreements" (see section I. above).
  - b) The rights of use for the navigation apps data base (BASE Map, AGRICULTURE Map), including the explanatory documents published by John Deere in the form of tutorials (the "Navigation Data Base") is governed exclusively by the "End User License Agreement for the Use of the Navigation Maps Data Base" (see section I. above). Care must especially be taken that the use of the navigation map is permitted only within a territory having a radius of 150 km from the company/plant location set forth in your John Deere Account. In the case of a repeated violation of this restriction, John Deere reserves the right, after first issuing a written warning, to terminate the activation of the data transfer between the MyJohnDeere operations center and the MyLogistics App immediately without any further notice.
  - c) The use of all other services/content is governed by the "general terms and conditions" at MyJohnDeere.com (see section I. above) as well as the present "Supplemental Terms and Conditions of Use for MyJobConnect Premium".
2. The respective compensation is regulated in more detail in the specific Order for activation of the data transfer between the MyJohnDeere operations center and the MyJobConnect Premium Apps and is determined by the number of the ordered end user licenses.

### IV. Special provisions on limits on liability and warranty with regard to the use of the Apps

1. Exclusively the provisions on warranty and liability in the "End User License Agreement for the Use of the Navigation Maps Data Base" applies with regard to the Navigation Data Base (see section I.).

2. To the extent you have activated the services resulting in costs under MyJobConnect Premium and have accepted these Supplemental Ts&Cs, Section 7 ("Limitation of Warranty") and Section 8 ("Limitation of Liability") in the "End User License Agreements" for the Apps "MyJobsManager", "MyJobs" and "MyLogistics" are replaced by the following provision:

a) *Warranty*

- The statutory provisions on warranty apply.
- The user is required to notify defects of the Acts to John Deere in writing without undue delay after the defects have been discovered. In the case of defects in substance, this must include a description of the time when the defect occurred and the detailed circumstances.

b) *Limit on liability*

- John Deere is liable without any limit (a) in the case of intentional or grossly negligent misconduct, (b) for injury to life, physical integrity or health, (c) in accordance with the provisions of the German Product Liability Act [*Produkthaftungsgesetz*] as well as (d) under any guarantee assumed by John Deere.
- In the case of minor negligent violation of a duty which is material for achieving the purpose of the contract (primary duty – *Kardinalpflicht*), the amount of liability of John Deere is limited to those damages which are foreseeable and typical for the type of transaction in question.
- There is no further liability of John Deere. John Deere is especially not liable for original defects unless the prerequisites in paragraphs 1 and 2 above have been satisfied. John Deere is especially not liable for damages, including damages to the system environment and the operating system, which result from any change in the Apps by the user or any software or hardware environment which is different from the system requirements.
- The above limit on liability also applies for the personal liability of the employees, representatives and board members of the licensor.
- The user is required to regularly back up the user's data and prepare any back-up copies. To the extent that John Deere is liable in principle for any loss of data under this Section, this liability is limited to the expense to reproduce the data which would be incurred by the user in the case of regular production of back-up copies in accordance with the level of risk.

c) *Further information on liability*

- The user is responsible for complying at all times with the respectively applicable provisions in the German Traffic Code [*Straßenverkehrsordnung*] as well as all other applicable laws when using MyJobConnect Premium. This includes, but is not limited to, every user of MyJobConnect Premium maintaining control over any vehicle equipped with MyJobConnect Premium and not using mobile end devices while driving.
- The map navigation with the MyLogistics App does not relieve the user from the responsibility to comply with traffic signs and the actually existing road and traffic conditions. Reasonable attention must always be paid to these aspects. The user accepts that the route planning in the MyLogistics App only represents a

proposal and that the flow of traffic as well as the road conditions can change contrary to the proposed route at any time. As the driver of the vehicle, the user has the responsibility for deciding whether the proposed route can be followed in accordance with all provisions in the law. Depending on what the actual circumstances require, there must be a deviation from the proposed route.

#### V. Data protection

The data protection declaration of John Deere applies for the processing of personal data (available at: [http://www.deere.com/privacy\\_and\\_data/privacy\\_and\\_data\\_germany.page](http://www.deere.com/privacy_and_data/privacy_and_data_germany.page)).

#### VI. Other provisions

1. John Deere is entitled to use the services of third parties to perform John Deere's duties under these terms and conditions. John Deere is also entitled to transfer rights and duties under these terms and conditions to a third party. John Deere is also entitled to transfer this Agreement with all rights and duties to a third party. John Deere will inform the user about this, and the user is entitled to terminate this Agreement in this situation.
2. If any provisions in these Terms and Conditions are or become invalid or incomplete, this does not affect the validity of the remaining provisions. The corresponding gap will be filled by a valid provision which corresponds as closely as possible to the economic intent of the Parties.
3. The law of the Federal Republic of Germany applies to these Supplemental Ts&Cs, except for the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980).
4. The Parties agree that exclusive jurisdiction for all disputes under and in connection with this Agreement is in Mannheim, provided that the user is a commercial party within the meaning of the German Commercial Code [*Handelsgesetzbuch*] or the user does not have its domicile [*Sitz*] in the Federal Republic of Germany at the time the complaint is filed.

Status: 28 October 2016