



# JOHN DEERE

## Field Connect telematics contract

John Deere - ISG has developed and sells various telematics systems. They consist of telematics hardware, software and services (the "Systems"). 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

This Contract shall enter into force upon signature (date of entry into force). If the contract has been made available as online contract the contract shall enter into force upon acceptance by clicking on the button "I accept the terms and conditions linked to the paid service"

Prerequisite for the service contract is the purchase of a compatible device (Hardware) as provided in sec. 3.1

## 1. CONTRACTING PARTIES

This Contract is concluded between John Deere GmbH & Co. KG John Deere - ISG GmbH & Co KG, represented by Intelligence Solution Group (ISG), Strasbourg Allee 5, Kaiserslautern (John Deere - ISG) and the Customer. John Deere GmbH & Co KG is entitled to transfer the contractual relationship to companies affiliated with John Deere GmbH & Co KG without requiring the consent of the Customer. The Customer will be informed of this.

## 2. OBJECT OF THE CONTRACT and SERVICE.

**2.1. Object of the Contract and Service.** The aim of the service is the provision of telematics and web 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 service can potentially 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 telematics system includes also proprietary internet solutions ("Web Services"). Using the Web Services, the Customer can view and manage on their computer data stored on the servers which has been recorded using the system hardware. The systems also include a terrestrial and satellite-based (if offered at the Customer's site) mobile two-way data transmission and position reporting service (the "Field Connect Service"), which allows the transfer of data from the system hardware on the John Deere - ISG server. The terrestrial and satellite-based telecommunications service will be provided via a telecommunications provider. The telecommunications service, web services, and the Field Connect service are collectively referred to as the "Services". 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 organizational measures in central systems and to make it available to the Customer from there for use under this Agreement. Customer may be allowed to transfer the service agreement to another customer upon agreement with John Deere - ISG. The new customer will be required to accept the present terms and conditions for the provision of the service.

**2.2. 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 devices. 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. 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.

**2.3 Using the Web Service.** During the contractual term, the Customer shall have access to the Web Service.. John Deere - ISG assigns the Customer a customer name and password for the administration and configuration of the Web Service by the Customer = administrative access.. Customer may not permit access to the Web Service by employees or third parties through customer's administrative account. Customer's employees and third parties should use their own MyJohnDeere.com

credentials (which may be obtained at [www.myjohndeere.com](http://www.myjohndeere.com)) to access the Web Service.” The Customer is fully responsible for the actions of its employees in relation to the system. In order to use the Web service the Customer must finalize a Contract with an internet service provider and must have a computer and an internet connection, both of which meet or exceed John Deere - ISG’s published minimum requirements. The Customer is solely responsible for their choice of internet service provider and for all internet fees, any maintenance and support and all other costs of the internet service provider. John Deere - ISG holds no responsibility for the Customer’s internet connection. The use of an internet service provider by the Customer does not give John Deere - ISG the possibility to provide support for access to the Web Service in the event of failure on the part of the internet service provider or the internet and John Deere - ISG is not liable for an interruption of the Web Service as a result of failure or malfunction of the internet or the Customer’s internet connection.

**2.4. Field Connect Network Service.** The Customer may use the Field Connect Service on its own terminal; the Field Connect Service must first be enabled for this terminal. This activation can be made via the John Deere - ISG Support website: [www.stellarsupport.deere.com](http://www.stellarsupport.deere.com). Activation can take place through an authorized John Deere - ISG dealer on behalf of the Customer. The Field Connect Service period will start with the terminal activation. The payment will be calculated starting with the terminal activation. After the expiry of the subscription to the Field Connect Service for a terminal, the Field Connect Service for this terminal is switched off unless the Customer obtains a new subscription to the Field Connect Service at the current rates. If conditions are set for the John Deere - ISG Customer at the time of the conclusion or the activation of a subscription for the Field Connect Service, these conditions are binding for the Customer. In the event of a conflict between these conditions and the conditions of this Contract, the conditions that John Deere - ISG has set for the Customer at the time of the conclusion or activation of the subscription to the Field Connect Service shall apply. As part of the provision of the Field Connect Service, each terminal can be assigned a unique mobile or satellite telephone number. If the Customer wants to receive warnings via text message on their mobile phone as part of the Field Connect Service they hereby grant John Deere - ISG authorization to send text messages to the Customer. The Customer also confirms that they have the option during the term of this Contract to allow or block the receipt of text messages.

**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 - ISG 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.

### **3. HARDWARE AND SOFTWARE**

**3.1 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. 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.

### **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 - ISG 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 (i.e. production data). All personal data collected under this agreement are collected only to the purpose of fulfilling the services provided in this contract.

**5.1. Device data, reference data, individual data, web service data, system data and customer data.** John Deere - ISG may collect data generated by the use of, collected by, or stored in John Deere - ISG equipment pursuant to this Contract, including the System Hardware and any hardware or devices interfacing with John Deere - ISG equipment, together with any other data added to the web portion of the Telematic Services by Customer. Current operating data for the device is collected by a recording device during use. Additional environmental and position data can also be collected. Operating data for the Hardware, reference and customer data are hereinafter collectively referred to as "Web Service Data" (Examples of operating data are i.e but not exclusively: Hardware ID, Reporting time; Examples of environmental data are i.e. but not exclusively: Soil moisture with boundary limits, Outside temperature). A transmission unit may transfer those data to the central Field Connect Data Pool using Telematics (GSM and Satellite) technology. The pure device data can be expanded in the Field Connect Data Pool to include additional information ("Reference Data") by saving data to it from external systems or combining information. (Examples of Position Reference Data are i.e. but not exclusively: Gateway position, Marking of the position on a map display, Historical values and forecast data). During use of the telematics system by the customer additional personal data about the respective individuals are typically collected and processed. This is mostly in the form of log files and includes, among others: Characteristics for identification of the customers (customer name, ID, password), Data about the start and end, as well as the extent of the respective use, Notes and observations, Determining alarm and threshold values)

**5.2. Access to and use of data by John Deere - ISG and Dealers.** The Customer may set up or block a respective personal access to its web data, according to its own specifications, using the Web Service for employees of authorized John Deere - ISG Dealers. John Deere - ISG shall have the right to automatically block customer access for Dealers at the end of the Dealer contract. Following corresponding approval by the Customer, the authorized Dealer may use Data to provide services to the Customer, (b) to test, maintain or repair the Customer's equipment, (c) to support the Customer with its farm management, (d) to fulfil or enforce statutory or contractual provisions, with the exception of refusing the Customer's guarantee claims, and (e) to offer products or services to the Customer. The Customer grants John Deere - ISG the right to copy the system data for the purposes of data security and maintaining system availability. The Customer allow John Deere - ISG to use non-personal or anonymized Data for its business purposes including, among others (a) for internal research and product development as well as for improvement tests by John Deere - ISG, and (b) to identify new types of use for equipment,

**5.3. Data storage period.** John Deere - ISG stores personal Data, Reference Data and Individual Data (the "Web Service Data") during the term of subscription, provided that such data storage complies with all applicable federal, state or provincial laws and regulations as well as all local laws and regulations including applicable international laws. Web Service Data can be deleted from the system at the end of the telematics system contract at the latest. The customer acknowledges and hereby agrees that Web Service Data located on the server(s) that is deleted can no longer be retrieved or restored. John Deere - ISG reserves the right to store field data and Reference Data that does not relate to individuals, or is in anonymized form, for an unlimited duration, or to delete such data at any time following the end of the aforementioned storage duration, provided that such data storage complies with all applicable federal and state laws and regulations as well as all local laws and regulations including applicable international laws. The mobile network operator which transmits the data on behalf of the Field Connect Service also collects and stores traffic data, in accordance with the relevant statutory provisions, for the purposes of invoicing and accounting. If the Customer transfers the ownership rights to the terminal to another party [and hence the subscription for the terminal ends], it shall no longer have access to the data that is linked to the terminal

#### **5.4 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 acknowledges that John Deere - ISG may access and use System Data in anonymized and aggregated form for i.e. but not exclusively statistical purposes as well as to improve or develop John Deere - ISG 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 court order; (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.

#### **6. Payment and Invoicing**

The services are provided in form of a prepaid flat rate ("**subscription price**"). The subscription price is provided in the product information handed out by the John Deere - ISG – ISG representatives. The subscription price 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.

#### **7. TERM AND TERMINATION**

**7.1. Term.** The term of this Contract (the "Term") shall commence on the date of entry into force and shall end upon expiry of the Customer's license (6 months or 12 months) for the Web Service, unless premature termination has taken place. The term of the Customer's license for the Web Service shall end i) upon expiry of the last expiring Field Connect Service Subscription for a terminal belonging to the Customer's account, or ii) upon expiry of the term of Customer's customer account license for the Web Service, if such a license has been offered by John Deere - ISG, whichever date is later. The term of a Field Connect Service Subscription for a terminal belonging to the Customer's customer account corresponds to the terms made available to the Customer at the time of concluding the terminal subscription for the Field Connect Service with John Deere - ISG. In the event of the sale of a terminal prior to the end of its associated subscription, the corresponding terminal subscription for the Field Connect Service shall apply. If the Customer does not fundamentally fulfil the obligations contained in this Contract, this shall constitute grounds for termination. All additional claims for compensation are based on the statutory provisions.

#### **8. OTHER PROVISIONS.**

**8.1. Confidentiality of the Contract and information.** The information provided by John Deere - ISG, 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.

**8.2 Limitation of liability and legal remedies.** 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. If John Deere - ISG not timely provides its service due to low negligence, if the performance of the service has become impossible due to John Deere - ISG default or when John Deere - ISG has not fulfilled an essential obligation, the liability for damage to property or financial liability to the foreseeable damage which is typical of the contract and the nature of the service, but up to a maximum limit of 5.000 euros 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 100 000 applying the limitation per customer as described above. If the compensation for the same event exceeds the maximum payable amount of 100.000 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. Language, applicable law and jurisdiction.** The contractual language is English. A non-binding translation may be provided for information purposes in individual cases. In the event of doubts with respect to the wording, 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 shall be heard before a competent court in Kaiserslautern and, with respect to the settlement of such disputes, the Customer shall submit to the jurisdiction of this court.

**10. 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.

**11. 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 - ISG GmbH & Co. KG, Intelligent solutions Group, Strassburger Allee 3, Kaiserslautern.

**12. Force majeure.** Except with respect to the payment of funds, 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.

**13. 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.

**14. Entire Contract.** This Contract contains, together with the order form 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.

The Customer \_\_\_\_\_ (name, address)

has ordered the service described in the product contract above

for its device with serial number \_\_\_\_\_

and order number \_\_\_\_\_

The Customer has read the accompanying country-specific terms and conditions and hereby accepts these with its signature.

The Customer is aware and hereby accepts that the respective service order obligates it to pay a fee.

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Date