



JOHN DEERE

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 - Dealers or other commissioned parties ("Dealers"). This Contract contains the terms and conditions for the use of the John Deere - ISG Telematics Systems 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 specifically matched compatible telematics 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, 67659 Kaiserslautern (John Deere - ISG) and the Customer.

2 Object of the contract

2.1 Web Functions

The telematic services as defined in this agreement (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 3). The Web Functions also include data and software management services, which include services that enable the collection, management and transfer of data between System Hardware and Servers. Depending on the subscription level, the Web Functions may also include services for supporting machine operations like RDA (Remote Display Access) and for data management like WDT (Wireless Data Transfer), and services that enable the John Deere Dealer through dedicated applications like SAR (Service ADVISOR™ Remote) to retrieve machine diagnostics information, perform remote servicing activities, and to provide software updates for various components of a machine remotely. 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**"). Customer will use the Products only in a country that is listed as an available country where JDLink™ is sold. 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 hereby agrees that the data is processed to fulfil the described Telematic Service as described in the JDLink™ Privacy Notice.

2.2 Use of the Web functions

During the Subscription Period, Customer will have access to and use of the Web Functions available at <http://www.jdlink.com> or <http://www.myjohndeere.com> (the "**Telematic Web Interface**"), a website managed by John Deere - ISG. For accessing the Telematic Web Interface a MyJohnDeere™ username with admin access level and organization must be created or use an existing one where the [MyJohnDeere™ Terms & Conditions](#) and [MyJohnDeere™ Privacy Notice](#) applies. 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). If you need access for employees of your organization, everyone has to create its own account and added as member to your organization. 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, a sharing between 3rd parties organization needs to be established in JDLINK™ or MyJohnDeere™ alternatively the Customer has to grant access to a 3rd party via MyJohnDeere™ API access (Application Programming Interface). 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 or mobile device 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.

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). 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 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

SMS messages can be configured by the customer e.g. for violating a geo-fence or getting maintenance alerts on customers mobile phone. 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 <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 <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 contact us via support forms listed on this [website](#), or call +1 800-251-9928, 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

3.1 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 John Deere machine that the Customer has purchased, it must be purchased and installed separately at an authorized 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.

3.2 Software

The services software, modem software, and other software and/or firmware ("**System Software**") are resident on the System Hardware. 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 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 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 or consent.

5 Data Collection

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 will host, manage, and use the data pursuant to the terms of this Contract in order to provide the Service. Furthermore depending on the machine type and service levels, the data may include operational data provided by customer's machine.

5.2 Access to and Use of Data

Customer may also authorize or restrict John Deere Dealers' and other Partner Organizations' access via MyJohnDeere™ at any time to the data collected. By default all John Deere Dealers have access to the machine diagnostic data through MyJohnDeere™ and Service ADVISOR™ Remote until the Customer restricts this via MyJohnDeere™. In addition MyJohnDeere™ creates an automatic partnership between the John Deere Dealer which has transferred the Terminal into the MyJohnDeere™ Customer organization granting access to data until the Customer removes this partnership from his MyJohnDeere™ organization. Any such removed Dealer may continue to have access to System Data collected by the System prior removal of the Dealer's access.

5.3 Data storage and retention policy

The data from Customer's machine is stored at one of John Deere's data centers in the European Union, at Deere & Company's global data center in Moline (Illinois, USA), or other web-hosting suppliers of John Deere 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 the data is stored.. John Deere - ISG will store the data for the minimum duration of the subscription period after which it will be governed by the MyJohnDeere™ terms and conditions. Customer acknowledges and agrees that data deleted from the Server(s) cannot be retrieved or re-created. Based on Customer's decision, if Customer transfers ownership of the Terminal to another party including the data associated with the Terminal, Customer may no longer have access to the data affiliated with the Terminal that is collected after the transfer. If Customer wants to delete the data collected through the Terminal, the operator's manual of the Terminal provides the necessary information to perform it without the use of the Web Interface. 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.

5.4 John Deere - ISG usage of data

John Deere - ISG is entitled to access the data set to provide the contractually defined service (e.g. JDLink™). Customer agrees that John Deere may access and use the data in anonymized form for statistical purposes as well as to improve or enhance the services provided under this contract, develop additional or new John Deere products and services, and/or identify new usage types of equipment.

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 demand from 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 "**Subscription Period**") shall commence on the date of signature and will continue for a period of two years except if the agreement is terminated earlier as set forth below. This Contract does not automatically renew. 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.

7.2 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.

7.3 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.

7.4 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.

8 Limitation of Liability

1. John Deere - ISG shall be liable under the terms of this agreement only in accordance with the provisions set out under (a) to (e):
 - (a) John Deere - ISG shall be unrestricted liable for losses caused intentionally or with gross negligence by John Deere - ISG, its legal representatives or senior executives and for losses caused intentionally by other assistants in performance; in respect of gross negligence of other assistants in performance John Deere - ISG's liability shall be as set forth in the provisions for simple negligence in (e) below.

- (b) John Deere - ISG shall be unrestricted liable for death, personal injury or damage to health caused by the intent or negligence of John Deere – ISG, its legal representatives or assistants in performance.
 - (c) John Deere - ISG shall be liable for losses arising from the lack of any warranted characteristics up to the amount which is covered by the purpose of the warranty and which was foreseeable for John Deere - ISG at the time the warranty was given.
 - (d) John Deere - ISG shall be liable in accordance with the German Product Liability Act in the event of product liability.
 - (e) John Deere - ISG shall be liable for losses caused by the breach of its primary obligations by John Deere - ISG, its legal representatives or assistants in performance. Primary obligations are such basic duties ('Kardinalpflichten') which form the essence of this agreement, which were decisive for the conclusion of this agreement and on the performance of which customer may rely. If John Deere - ISG breaches its primary obligations through simple negligence, then its ensuing liability shall be limited to the amount which was foreseeable by John Deere - ISG at the time the respective service was performed.
 - (f) 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.
2. John Deere - ISG shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken.
 3. Any more extensive liability of John Deere - ISG is excluded on the merits.

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 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.

9.3 Notifications

All notifications must be in writing and shall be deemed to have been made when they have been received by mail to: John Deere GmbH & Co. KG, Intelligent Solutions Group, Straßburger Allee 3, 67659 Kaiserslautern, Germany.

9.4 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.

9.5 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.**

9.6 Entire Contract

The conditions for use of the booked services, all arrangements, agreements and assurances between the contractual parties are object of this contract. This Contract reflects the full agreement of the parties with respect to its subject matter and replaces all previous documents, discussions, and arrangements with respect to the object of the Contract. In addition to this contract, the [JDLink™ Privacy Notice](#) contains the regulations for data protection and data security applicable to the JDLink™ service. 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:

(Customer name)

(Customer address)

(Name, function of the signee)

has ordered the service described in the contract above
for its Terminal 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 may oblige to pay a fee.

City and Date

Signature of Customer