



John Deere Mobile RTK Signal Network Subscription Agreement

Territory Scope: European Union, non-EU countries in European Economic Area (EEA),
Azerbaijan, Kazakhstan, Ukraine and Russia

Release Date: 2018-05-25

Language: English

This Mobile RTK Signal Network Subscription Agreement (“**Agreement**”) is between “**You**” (the user of the John Deere Mobile RTK Signal Network) and John Deere GmbH & Co. KG, Intelligent Solutions Group, Straßburger Allee 3, 67657 Kaiserslautern, Germany (“**John Deere**”) John Deere grants you access to the John Deere Mobile RTK Signal Network herein referred to as (“**Mobile RTK**”) and will provide any associated services during the subscription period and according to the terms and conditions stated below.

IMPORTANT – PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCESSING THE NETWORK. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND JOHN DEERE REGARDING ACCESS TO THE NETWORK. ORDERING THE NETWORK SUBSCRIPTION SIGNIFIES YOUR ACCEPTANCE OF AND AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU ARE UNABLE OR UNWILLING TO COMPLY WITH ANY OF THESE TERMS YOU MUST IMMEDIATELY DISCONTINUE USING THE NETWORK AND CONTACT JOHN DEERE OR YOUR DEALER. THIS AGREEMENT IS BETWEEN YOU AND JOHN DEERE ONLY. NO THIRD PARTY (INCLUDING BUT NOT LIMITED TO JOHN DEERE DEALERS) HAS THE AUTHORITY TO CHANGE OR SUPPLEMENT THIS AGREEMENT.

1 Network Access

John Deere hereby grants you permission to access, with one roving GNSS receiver (hereinafter “Rover”), the Network during the Term, contingent on your compliance with this Agreement (including paying all subscription fees agreed prior to execution of this Agreement) during the Term. The “Term” is as defined in a Purchase Order or other document between You and John Deere. You may access the Network with additional Rovers upon paying additional fees as agreed to from time to time with John Deere in writing. You understand and agree that your right to access the Network under this Agreement is limited to the territory of the country that was identified prior to execution of this Agreement. Please visit stellarsupport.deere.com, or http://my.idmrtk.com/connection_info.cfm, or contact your John Deere dealer for information about your use of the Network under this Agreement, including the identified country.

To facilitate access to the Network, John Deere will provide you with a user name and password and the Internet Protocol address of the Network (“**Credentials**”). You agree to keep the Credentials confidential and that you will not disclose the Credentials to any third party. You agree that usage information and other content provided to you, including but not limited to positioning data, through authorized use of the Network, are confidential and the exclusive property of John Deere and its licensors.

2 Default

If you fail to satisfy any obligation under the Agreement, in addition to any other available remedies, you agree that John Deere may prevent you from accessing the Network. In addition, you agree to pay all costs, expenses, and reasonable attorney’s fees for John Deere’s enforcement of this Agreement.

3 Disclaimer and Limit of Liability

JOHN DEERE MAKES THE NETWORK AVAILABLE ON AN “AS IS / AS AVAILABLE” BASIS. JOHN DEERE, ITS AFFILIATES AND THIRD PARTY SUPPLIERS EXPRESSLY DISCLAIM AND YOU EXPRESSLY WAIVE, RELEASE AND RENOUNCE ALL WARRANTIES OF JOHN DEERE, ITS AFFILIATES, AND THIRD PARTY SUPPLIERS ARISING BY LAW OR OTHERWISE WITH RESPECT TO AND INCLUDING, BUT NOT LIMITED TO: ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE; ANY WARRANTY AS TO ACCURACY OR AVAILABILITY OF THE NETWORK; ANY WARRANTY OF TITLE OR NON-INFRINGEMENT; AND ANY OTHER WARRANTY ARISING UNDER ANY THEORY OF LAW, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHER LEGAL OR EQUITABLE THEORY. JOHN DEERE, ITS AFFILIATES AND THIRD-PARTY SUPPLIERS ALSO EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY OR INTEGRITY OF THE DATA CREATED BY OR PASSING THROUGH THE NETWORK.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY OR SUITABILITY FOR USE, SHALL BE DEEMED TO BE A WARRANTY BY JOHN DEERE OR ANY OF ITS AFFILIATES OR THIRD PARTY SUPPLIERS.

YOU ASSUME ANY WIRELESS COVERAGE RISKS. NONE OF JOHN DEERE, ITS AFFILIATES, OR ITS THIRD PARTY SUPPLIERS (INCLUDING ANY UNDERLYING WIRELESS PROVIDERS) WILL BE LIABLE TO YOU FOR ANY CLAIM OR DAMAGE RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH ANY DIMINISHED NETWORK COVERAGE, INCLUDING NETWORK OUTAGES RESULTING FROM NETWORK MAINTENANCE OR UPGRADES. UNDER NO CIRCUMSTANCES SHALL JOHN DEERE, ITS AFFILIATES OR ITS THIRD PARTY SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR CROP LOSS, DAMAGE TO LAND, LOST PROFITS, LOSS OF BUSINESS OR LOSS OF GOODWILL, LOSS OF USE OF EQUIPMENT OR SERVICES OR DAMAGES TO BUSINESS OR REPUTATION ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY ASPECT OF THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AND WHETHER OR NOT JOHN DEERE, ITS AFFILIATES OR ITS THIRD PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF JOHN DEERE, ITS AFFILIATES AND/OR ITS THIRD PARTY SUPPLIERS EXCEED THE AMOUNT PAID BY YOU TO JOHN DEERE UNDER THIS AGREEMENT.

The limitation of liability set forth above will not apply to death or personal injury resulting from John Deere's negligence to the extent such limitation of liability is prohibited under applicable law.

4 Privacy and Data

With regard to data protection and privacy the Mobile RTK as well as the MyJohnDeere™ Privacy Notices apply. In addition please see also our Enterprise Privacy Statement which can be found on deere.com/agreements in your language.

5 Representations and Warranties

You represent and warrant that you will access the Network only for your use and, except as expressly permitted by this Agreement, you will not lend, lease or share your access rights or subscription with any third party. You further represent and warrant that you will not access the Network so as to exceed the number of Rovers permitted by your subscription. You represent and warrant that you are proficient in the use of GPS systems of the type useable with the Network and will independently assess the accuracy and value of any data derived from the Network. You represent and warrant that You will comply with all laws, codes, rules, and regulations relating to Your use of the Network, and that You have obtained all necessary licenses, permits, training, and authorizations necessary for access or use of the Network.

6 Assignment/Transfer

1.1. John Deere Mobile RTK Signal subscription Promotion

1.1.1. The John Deere Mobile RTK Signal subscription Promotion is not transferrable to a different end user after it's first-time activation until the subscription promotion is expired.

1.2. Purchased John Deere Mobile RTK Signal subscription. You may transfer or assign this Agreement to a third party end user ("Assignee") only as follows:

1.2.1. First, prior to any assignment, you must provide the Assignee with a copy of this Agreement, or direct the Assignee to an online copy of this Agreement, and allow the Assignee sufficient time to review these terms and to consult with counsel if the Assignee desires. Before this Agreement may be assigned to Assignee, Assignee must first obtain a John Deere web profile, which Assignee may request at myjohndeere.com or with the assistance of a John Deere dealer.

- 1.2.2. Second, you must obtain an affirmative acknowledgement from the Assignee that the Assignee understands these terms and is willing to be bound by them in your place.
- 1.2.3. Third, upon receipt of the Assignee's acknowledgement that it understands and agrees to be bound by these terms, you must notify John Deere that you intend to assign this Agreement to the Assignee. In this notice, you must identify the Assignee and represent and warrant to John Deere that the Assignee has affirmatively acknowledged that it understands and agrees to be bound by these terms in your place. Notices under this paragraph must be delivered to John Deere through a John Deere dealer, who may charge a fee for providing this service.
- 1.2.4. You may then assign this Agreement to the Assignee in return for the Assignee's promise to be bound as the customer under this Agreement and for any other consideration agreed by you and Assignee. Upon receipt of your notice of assignment (described above), John Deere will electronically notify the Assignee that this Agreement has been assigned to Assignee and that use of the Services is governed by these terms and conditions.
- 1.2.5. If applicable, you and Assignee agree that John Deere may and will assign this Agreement to fully owned John Deere entity . Any such assignment by John Deere will be effective immediately upon any assignment of this Agreement by You.
- 1.2.6. John Deere may consent to or reject the assignment in its sole discretion; any purported assignment without John Deere's consent shall be null and void. John Deere's electronic notice to Assignee (described above) will constitute John Deere's consent to assignment of this Agreement to Assignee. John Deere may additionally require the Assignee to execute a certification regarding the Assignee's assumption in a form requested by John Deere prior to, upon or at any time after such assignment. Notwithstanding such assignment, You understand and agree that You will remain jointly and severally liable with the Assignee (and any subsequent Assignee) for all payment obligations hereunder, and You further understand and agree that You are solely responsible for any damages or losses resulting from an incomplete, invalid, partial, unenforceable, or other imperfect assignment by You of this Agreement.

7 Miscellaneous

- 1.3. **Governing Law and Exclusive Forum.** These Terms will be governed by and construed in accordance with the substantive laws in force in the Federal Republic of Germany. The respective courts of Mannheim exclusive jurisdiction over any cause of action or dispute relating to these Terms (a "Claim"). These Terms will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 1.4. **Severability.** If any part of this Agreement shall be held invalid or unenforceable, such determination shall not affect the validity or enforceability of any remaining portion, which shall remain in force and effect as if this Agreement had been executed with the invalid or unenforceable portion thereof eliminated.
- 1.5. **Entire Agreement.** This Agreement and any other agreements explicitly referred to in this Agreement, together with any terms, notices, guidelines, directions, instructions or directives posted on the Support Website from time to time, and all amendments, modifications, additions or changes to the forgoing, constitute the entire agreement between the Parties and supersedes all prior discussions and agreements, whether oral or written, between the Parties relating thereto. Any additional terms and conditions of use on any purchase order or similar document shall be void and without any force and effect and shall not vary, add to, or delete the terms of this Agreement.