



JOHN DEERE STARFIRE BASE STATION MANAGER CONTRACT

IMPORTANT -- READ CAREFULLY. THIS IS A LEGAL CONTRACT BETWEEN YOU AND JOHN DEERE AND GOVERNS YOUR USE OF THE JOHN DEERE STARFIRE BASE STATION MANAGER SERVICE. IF YOU ARE UNABLE OR UNWILLING TO COMPLY WITH ANY OF THESE TERMS, YOU MUST IMMEDIATELY DISCONTINUE USING THE SYSTEMS, INCLUDING THE WEB FUNCTIONS, AND CONTACT JOHN DEERE OR YOUR DEALER. THIS CONTRACT 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 CONTRACT.

This John Deere StarFire Base Station Manager Contract (this “**Contract**”) is between you (“**Dealer**”) and the entity listed in Table 1, below (“**John Deere**”) This Contract is effective as of the date of execution (the “**Effective Date**”).

To collect and transfer data under this Agreement, Dealer must activate one (and only one) compatible telematic gateway (“**Terminal**”). This Contract sets forth the terms governing Dealer’s activation and use of the John Deere StarFire Base Station Manager Service 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 Dealer wishes to activate more than one Terminal, Dealer must execute a separate Contract for each Terminal.

1. SERVICE.

1.1. Service. The “**StarFire Base Station Manager Service**” (or “**Service**”) is a John Deere-proprietary telematic service developed for use by John Deere Dealers, as further described in John Deere’s product documentation. The Service includes a proprietary web-based solution (the “**Web Functions**”) resident on one or more servers (each a “**Server**”). The Web Functions allow Dealer to use Dealer’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 Service also includes 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 Terminal. Any terrestrial or satellite-based communications services necessary for the provision of the Service will be enabled through one or more wireless telecommunications providers duly authorized by John Deere (each, including the Satellite Provider, an “**Underlying Wireless Provider**”). The Service includes 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 uses to provide the Service pursuant to this Contract.

1.2. Use of Web Functions. During the Subscription Period, Dealer will have access to and use of the Web Functions available at basestationmanager.deere.com (the “**Telematic Web Interface**”), a website managed by John Deere. John Deere will assign to Dealer user name(s) and password(s) for Dealer’s use of the Web Functions. Dealer will control access to and use of the user name(s) and password(s) by Dealer’s employees, and Dealer will promptly notify John Deere of any unauthorized use of the user name(s) or password(s). Dealer will not (i) permit access to or use of the Web Functions via the Dealer user name and/or password by any third parties, or (ii) assign or transfer access to the Web Functions or use the Web Functions. To use the Web Functions, Dealer 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, if any. Dealer will be solely responsible for the choice of its ISP and for any ISP fees, maintenance support, and other ISP expenses. John Deere will not have any responsibility for the ISP connection or any Internet communications link between Dealer’s computer and the Servers. Dealer’s use of an ISP does not permit John Deere to provide backup for access to the Web Functions in the event of a failure of the ISP or Internet, and John Deere 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, Dealer’s access to, and use of, the Telematic Web Interface will be conditioned upon acceptance of the MyJohnDeere.com terms of use, available at www.JohnDeere.com/agreements.

1.3. Service Activation. To enable Dealer to use the Service on a particular Terminal, the Service for that Terminal must first be activated (“**Activation**”). Activation will ordinarily occur upon issuance by John Deere of a code that will enable the System Hardware to use the Service during the Subscription Period, but in some cases Activation may be accomplished wirelessly or via John Deere’s support website (www.stellarsupport.deere.com). At the time of Activation, the Service 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 Service governed by this Contract will cease, unless Dealer elects to purchase an additional John Deere StarFire Base Station Manager Contract. This Contract does not automatically renew. As part of the provision of the Service, the Terminal may be assigned a unique mobile or satellite communication code. Dealer acknowledges that Dealer has no property right in such code, and John Deere may change or reassign such codes in John Deere’s sole discretion.

1.4. Abuse or Fraudulent Use of the Service. John Deere may restrict or cancel, at its sole discretion, Dealer’s Service under this Contract if there is a reasonable suspicion of Abuse or Fraudulent Use. Dealer will not abuse or make fraudulent use of the Service, and agrees (a) not to engage or participate in, or permit, any Abuse or Fraudulent Use of the Service, (b) to promptly report to Dealer (or to John Deere if Dealer is a Dealer) any such Abuse or Fraudulent Use of which Dealer becomes aware, and (c) to cooperate in any investigation or prosecution relating to any Abuse or Fraudulent Use initiated by John Deere, Dealer, legal representatives of John Deere, or any Underlying Wireless Provider. Dealer is solely liable for charges, costs or damages resulting from Abuse or Fraudulent Use. “Abuse or Fraudulent Use” of the Service includes, but is not limited to:

- (i) Accessing, altering, or interfering with the communications of and/or information about another Dealer of John Deere, 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 Service is provided or operating the System Hardware in a manner that violates applicable law or governmental regulation;
- (iv) Using the Service in such a manner so as to interfere unreasonably with the use of service by one or more other Dealers or end users or to interfere unreasonably with John Deere's or any Underlying Wireless Provider's ability to provide service;
- (v) Using the Service to convey obscene, prurient, defamatory, salacious, or unlawful information or copyrighted content that is not the property of Dealer or to otherwise violate the rights of any third party;
- (vi) Using the Service without permission on a stolen or lost device;
- (vii) Unauthorized access to the Service or any Underlying Wireless Provider's service;
- (viii) Using the Service to provide voice over IP services, or tethering or tapping into the Service to provide telematic services other than the Service;
- (ix) Using any scheme, false representation or false credit device, with the intent to avoid payment, in whole or in part, for the Service;
- (x) Excessive use of the Service (e.g., frequency of data uploads or downloads or pings) beyond what John Deere reasonably expects;
- (xi) Unauthorized modification of System Hardware, Terminal, System Hardware settings, or System Software;
- (xii) Using the Service outside the Dealer's authorized areas;
- (xiii) 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;
- (xiv) Unauthorized access to, use of, alteration of, or destruction of Dealer Content files, programs, procedures, or information related to Dealer or any other John Deere Dealer,
- (xv) Use with the intent to reverse engineer or clone the Service, or any attempt to create a substitute or similar service through use of, or access to, the Service (excluding any rights provided to Dealer under applicable copyright or other law);
- (xvi) Use for any unlawful, illegal or fraudulent purpose;
- (xvii) Tracking the location of any person or device without first obtaining all necessary approvals from such person or owner or person in control or possession of such device to permit the Dealer and John Deere to track such location; or
- (xviii) For systems including satellite communication functionality, (a) any mechanisms, including pricing differentials, intended to divert to any destination other than John Deere'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 a +8816 or +8817 number 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.

To the extent permitted under applicable law, Dealer will not be credited or refunded any charges for Service interruptions resulting from any restriction or cancellation of Service under this Section or any prepayment for Service during the period of such restriction or following such cancellation.

2. HARDWARE AND SOFTWARE.

2.1 Hardware. Terminals, together with ancillary equipment such as cables, harnesses, and antenna, will be referred to herein as the "**System Hardware**." Dealer's use of the System Hardware in connection with the Service is subject to all terms of this Contract. The System Hardware may include a removable subscriber identity module card ("**SIM Card**"). John Deere reserves the right to deactivate the SIM Card, and to bill Dealer for the reimbursement of any additional expenses incurred by John Deere, if Dealer uses the SIM Card for any purpose other than utilizing the Service. Dealer will notify John Deere immediately if any portion of the System Hardware becomes lost, stolen, unserviceable due to damage, or has been misused in any way. Dealer will not sell, rent, lease or otherwise transfer System Hardware activated under this Contract to any third party without first terminating this Contract.

2.2 Software. Service 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 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. During the term of this Contract, John Deere grants to Dealer a non-exclusive, revocable license to use the System Software solely (i) in conjunction with use of the Service, and (ii) with System Hardware. John Deere further grants Dealer the right to transfer Dealer's license to use the System Software, which does not include the Service, during the useful life of the System Hardware in conjunction with the transfer of the ownership of the System Hardware. Dealer agrees that John Deere may update the System Software on any of Dealer's System Hardware during the term of this Contract as often as is deemed appropriate by John Deere.

3. DATA.

3.1 **Data Collection, Storage, and Use.** This Contract does not grant John Deere any rights to Dealer data, information, or other intellectual property that John Deere may receive under this Contract (“**Dealer Content**”) except for the right to use the data for the purpose of performing John Deere’s obligations to Dealer under this Contract. In the event that the Dealer Content includes Dealer’s or third parties’ personal information, Dealer hereby consents to the collection, use and disclosure of such personal information, including with respect to the transfer of personal information to other jurisdictions, to permit John Deere and Authorized Dealers to access and use the Dealer Content as provided in this Contract. DEALER WARRANTS THAT IT HAS OBTAINED ANY NECESSARY CONSENT FROM ITS EMPLOYEES OR ANY OTHER INTERESTED THIRD PARTIES, INCLUDING WITH RESPECT TO THE TRANSFER OF DEALER CONTENT TO OTHER JURISDICTIONS, TO COMPLY WITH ANY APPLICABLE PRIVACY LAWS OR CONTRACTUAL AGREEMENTS WITH SUCH EMPLOYEES OR THIRD PARTIES AND TO PERMIT JOHN DEERE AND AUTHORIZED DEALERS TO ACCESS AND USE THE DEALER CONTENT AS PROVIDED IN THIS CONTRACT.

3.2. **Data Retention.** John Deere will retain Dealer Content collected under this Contract for a period of 90 days, after which time Dealer Content will be deleted and no longer available to Dealer or John Deere. Dealer acknowledges and agrees that Dealer Content 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.

4. **INVOICING AND PAYMENT.**

4.1. **Payment.** Dealer agrees to pay all applicable Service fees. Such fees will be paid via a John Deere-approved payment method selected by Dealer and communicated to John Deere. If Dealer fails to make any portion of such payment, and for each month in which payment remains outstanding, a late charge of the lesser of (i) 1.5% per month of any outstanding amount or (ii) the maximum amount permitted by law may be charged to Dealer. All reasonable costs and expenses, including but not limited to attorneys’ fees, court costs and service charges incurred by John Deere in collecting payment will be an expense of and charged to Dealer. John Deere may change payment terms at any time. If Dealer becomes delinquent in the payment of any sum due, John Deere will not be obligated to continue performance under this Contract. **If Dealer purchased or received this Contract from a third party (such as a Dealer), Dealer is responsible to pay Service fees as set forth above to the extent the third party has not paid, or does not pay, any such fees to John Deere, regardless of whether Dealer has paid the third party for the assignment of this Contract.**

4.2. **Taxes.** All prices and rates affiliated with the Service or System Hardware do not include use, excise, goods and services, sales (including provincial sales tax or harmonized sales tax) or similar taxes assessed at any time. If any taxes must be deducted from any amounts payable or paid by the Dealer hereunder, the Dealer will pay such additional amounts as may be necessary to ensure that John Deere receives a net amount equal to the full amount which it would have received had no such deduction or withholding have been required. Excepting those taxes imposed upon John Deere and regulatory license fees, all applicable taxes and/or assessments will be paid by Dealer. Dealer is responsible for payment of tax whether it is concurrently invoiced to Dealer with the original invoiced amount or subsequently invoiced based on John Deere’s later review of facts affecting Dealer’s tax status or determination that the laws of the country, state or province where the Service was delivered requires assessment and collection of tax. In the event that John Deere pays any such taxes on behalf of Dealer, Dealer will reimburse John Deere in accordance with Section 4.1 above.

5. **TERM AND TERMINATION.**

5.1. **Term.** This Contract will commence as of the Effective Date and expire as described below, unless the Contract is otherwise terminated earlier in accordance with the terms of this Section 5. The initial term of this Contract (the “**Initial Term**”) will commence upon the Effective Date and 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 and Dealer 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.

5.2. **Termination.** The occurrence of any of the following will constitute a default and breach of this Contract and will allow John Deere immediately to terminate this Contract upon written notice to Dealer, provided that, if a default event described in items (i), (ii), (iii), or (iv) of this Section 5.2 is capable of remedy, then Dealer has first been provided with written notice requiring the remedy of the default within 30 calendar days and the default remains uncured at the expiration of that period: (i) any failure by Dealer to pay all sums when due, which it is obligated to pay hereunder; (ii) any unauthorized disclosure or use of the Service for an unauthorized purpose by Dealer; (iii) any event which would constitute a default or breach by Dealer of any agreement, including this Contract) between Dealer and John Deere; or (iv) the date that any of a winding-up, liquidation, dissolution, bankruptcy, sale of substantially all assets, sale of business or insolvency proceeding has been commenced by the Dealer. The Dealer may immediately terminate this Contract in the case of any material default under this Contract by John Deere, provided that, if the default is capable of remedy, John Deere has first been provided with written notice requiring the remedy of the default within thirty 30 days and the default remains uncured at the expiration of that period.

5.3. **Termination for Convenience by John Deere.** John Deere may terminate this Contract upon thirty (30) days notice to Dealer. Upon any termination of this Contract under this paragraph, John Deere will pay to Dealer a prorated portion of any payments paid to John Deere under this Contract. Such reimbursement will be John Deere’s sole liability to Dealer for any such termination for convenience.

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

6. **OTHER TERMS.**

6.1. **Limitation of Liability and Remedies.** Subject to any applicable “Country Specific Terms” set out below Table 1 in this Contract for Customer’s Contract Jurisdiction and to the extent permitted by applicable law: (i) John Deere’s entire liability and Dealer’s sole and exclusive remedies for any damages arising from the performance or nonperformance under this Contract related to the use of the Service will be the remedies set forth herein; and (ii) John Deere will not be liable for any loss or damage arising from Dealer’s failure to comply with the provisions set forth in this Contract.

DEALER ACKNOWLEDGES THAT THE SERVICE IS SUPPLIED ON A GOOD FAITH EFFORTS BASIS AND THAT SERVICE FAILURES AND INTERRUPTIONS MAY OCCUR AND ARE DIFFICULT TO ASSESS AS TO CAUSE OR RESULTING DAMAGES, AND DEALER UNDERSTANDS THAT IT WILL BEAR ALL RESPONSIBILITY, RISK AND COST ASSOCIATED WITH DEVELOPING AND MAINTAINING ITS BUSINESS. DEALER UNDERSTANDS AND AGREES THAT IN NO EVENT WILL JOHN DEERE OR ANY OF ITS AFFILIATES HAVE ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO DEALER, ANY EMPLOYEE OF DEALER, OR ANY THIRD PARTY USING TELEMATIC SERVICES THROUGH DEALER IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, AND INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST SAVINGS OR ANY INCIDENTAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, UNAVAILABILITY, DELAY, FAULTINESS OR FAILURE OF JOHN DEERE'S SYSTEMS OR ANY PART THEREOF PROVIDED UNDER THIS CONTRACT, EVEN IF ANY OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND DEALER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIMS FOR SUCH DAMAGES. TO THE EXTENT NOT EXCLUDED BY THE FOREGOING, DEALER'S EXCLUSIVE REMEDY FROM JOHN DEERE AND ITS AFFILIATES FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS CONTRACT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED 100 U.S. DOLLARS.

DEALER ACKNOWLEDGES THAT IT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN JOHN DEERE AND THE UNDERLYING WIRELESS PROVIDERS. DEALER UNDERSTANDS AND AGREES THAT IN NO EVENT WILL ANY UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES HAVE ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO DEALER, ANY EMPLOYEE OF DEALER, OR ANY THIRD PARTY USING SERVICE THROUGH DEALER IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, AND INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST SAVINGS OR ANY INCIDENTAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, UNAVAILABILITY, DELAY, FAULTINESS OR FAILURE OF ANY UNDERLYING WIRELESS PROVIDERS' SYSTEMS OR ANY PART THEREOF PROVIDED UNDER THIS CONTRACT, EVEN IF ANY OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND DEALER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIMS FOR SUCH DAMAGES. TO THE EXTENT NOT EXCLUDED BY THE FOREGOING, DEALER'S EXCLUSIVE REMEDY FROM ANY UNDERLYING WIRELESS PROVIDER FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS CONTRACT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED U.S. DOLLARS. DEALER UNDERSTANDS THAT JOHN DEERE AND THE UNDERLYING WIRELESS PROVIDERS CANNOT GUARANTEE THE SECURITY OR RELIABILITY OF WIRELESS TRANSMISSIONS, AND JOHN DEERE AND THE UNDERLYING WIRELESS PROVIDERS WILL NOT BE LIABLE FOR ANY LACK OF SECURITY OR RELIABILITY RELATING TO THE USE OF THE SERVICES.

DEALER ACKNOWLEDGES AND AGREES THAT ANY WIRELESS COVERAGE MAP INFORMATION MIGHT DEPICT SOME FUTURE OR APPROXIMATE COVERAGE THAT MAY OR MAY NOT BE IDENTIFIED AS SUCH, AND THAT THE SERVICE MAY NOT BE AVAILABLE IN ALL AREAS DUE TO A VARIETY OF FACTORS INCLUDING: PREFERRED ROAMING LIST (PRL) UPDATES, WIRELESS CARRIER FACILITIES CONSTRAINTS, TOPOGRAPHICAL CONDITIONS (INCLUDING BUILDING CONFIGURATIONS), NETWORK MAINTENANCE OR UPGRADES, AND ENVIRONMENTAL CONDITIONS OR CAPACITY LIMITATIONS. DEALER ACKNOWLEDGES THAT ANY MAPS PROVIDED MAY NOT REFLECT TEMPORARY CHANGES IN COVERAGE OR COVERAGE GAPS THAT ARE LIMITED IN SCOPE. DEALER WILL ASSUME ANY WIRELESS COVERAGE RISKS. NONE OF JOHN DEERE OR ANY OF ITS AFFILIATES, OR ANY UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE TO DEALER FOR ANY CLAIM OR DAMAGE RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH ANY MAP INFORMATION, INCLUDING THE ACCURACY THEREOF OR ANY DIMINISHED NETWORK COVERAGE, INCLUDING NETWORK OUTAGES RESULTING FROM NETWORK MAINTENANCE OR UPGRADES.

WITHOUT LIMITING THE FOREGOING, DEALER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS PROVIDERS' NETWORKS USED TO ENABLE THE SERVICE HAVE MANY COMPLEX ELEMENTS AND ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS, VIRUSES, OR INTERCEPTORS. DEALER AGREES THAT NONE OF JOHN DEERE OR ANY OF ITS AFFILIATES, OR THE UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE TO DEALER, ANY EMPLOYEE OF DEALER, OR ANY THIRD PARTY USING SERVICE THROUGH DEALER FOR ANY LACK OF PERSONAL PRIVACY OR SECURITY. DEALER HAS NO PROPERTY RIGHT IN ANY CODE OR NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH CODE OR NUMBER CAN BE CHANGED FROM TIME TO TIME.

6.2. Disclaimer of Warranties. SUBJECT TO ANY APPLICABLE "COUNTRY SPECIFIC TERMS" SET OUT BELOW TABLE 1 IN THIS CONTRACT FOR CUSTOMER'S CONTRACT JURISDICTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW: THE SERVICE AND TELEMATIC SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF JOHN DEERE OR ANY OF ITS AFFILIATES, OR JOHN DEERE'S UNDERLYING WIRELESS PROVIDERS, OR ANY OF THEIR AFFILIATES HAS MADE, OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO JOHN DEERE'S OR THE UNDERLYING WIRELESS PROVIDERS' SYSTEMS OR THE SERVICE. EACH OF JOHN DEERE AND ITS AFFILIATES, AND THE UNDERLYING WIRELESS PROVIDERS AND THEIR AFFILIATES EXPRESSLY DISCLAIMS, AND DEALER EXPRESSLY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES ARISING IN LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY WARRANTIES AS TO THE ACCURACY, AVAILABILITY OR CONTENT OF JOHN DEERE'S OR THE UNDERLYING WIRELESS PROVIDER'S SYSTEM, THE SERVICE OR ANY OTHER SERVICES PROVIDED BY JOHN DEERE OR ANY OF ITS AFFILIATES, OR THE UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES USING ANY UNDERLYING WIRELESS PROVIDER'S SYSTEM; (D) ANY WARRANTY OF NON-INFRINGEMENT; AND (E) ANY WARRANTY UNDER ANY THEORY OF LAW, INCLUDING ANY TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHER LEGAL OR EQUITABLE THEORY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY OR SUITABILITY FOR USE, THAT IS NOT CONTAINED IN THIS CONTRACT WILL BE DEEMED TO BE A WARRANTY BY JOHN DEERE OR ANY OF ITS AFFILIATES, OR JOHN DEERE'S UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES.

6.3. Dealer Indemnification. Subject to any applicable "Country Specific Terms" set out below Table 1 in this Contract for Customer's Contract Jurisdiction and to the extent permitted by applicable law, Dealer will indemnify, defend and hold John Deere and its Affiliates (including their respective officers, employees, and agents), and any affected Underlying Wireless Providers and their Affiliates (including their respective directors, officers, employees and agents) (each, a "Deere Indemnified Party") harmless against any and all losses, claims, damages or expenses (including attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any

property, any financial loss, or any interruption of services which are caused or claimed to have been caused directly or indirectly from Dealer's (including its employees or independent contractors) negligent use or intentional misuse of the Service; (ii) use of any mounting bracket or other equipment not provided or approved for use with the Service by John Deere; (iii) any use of the Service by Dealer for an unauthorized purpose; (iv) data content or other information transmitted by Dealer, its employees or its independent contractors over the Service; (v) any Abuse or Fraudulent Use by Dealer or anyone accessing the Service through Dealer or Dealer's Terminal; or (v) any material breach by Dealer of any of the terms and conditions of this Contract. Dealer hereby agrees to fully defend, hold harmless, and indemnify each Deere Indemnified Party from and against all liability, loss, damage, claims, actions, judgments or expenses arising out of or relating to Dealer's use of, failure to use, or inability to use the Service or the wireless or satellite services provided by any Underlying Wireless Provider, as well as from any third party intellectual property infringement claims arising out of or relating in any way with respect to Dealer's use of the Service, except to the extent any such liabilities, losses, damages, claims, actions, judgments or expenses are caused by the Deere Indemnified Party's gross negligence or willful misconduct.

6.4. Independent Contractors, No Agency Relationship. Dealer and John Deere agree that each is an independent party to this Contract. Nothing in this Contract is intended to create, nor does it create, any employment or agency relationship between the parties.

6.5. Choice of Law, Venue, and Language. This Contract will be governed by and construed according to the laws identified as the Governing Law for the Contract Jurisdiction in Table 1, without reference to its conflict of laws provisions. All disputes arising under this Contract will be heard only by a court of competent jurisdiction in the Venue for the Contract Jurisdiction in Table 1, and Dealer submits to the jurisdiction of such courts for the purpose of litigating such disputes. The rights and obligations of the parties under this Contract will not be governed by the United Nations Convention on Contracts for the International Sale of Goods ("CISG") and the parties hereto expressly exclude the applicability of the CISG to this Contract. In the event this Contract is translated in any language other than the English language, then in the event of a conflict between the English language version and the translated version, the English language version will prevail in all respects.

6.6. Assignment. Dealer may not transfer or assign this Contract to any third party.

6.7. Severability; Waiver. If any provision of this Contract is prohibited or determined to be unenforceable in any jurisdiction, in whole or in part, that provision is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. The validity or enforceability of that provision in any other jurisdiction and the validity or enforceability of the remaining provisions will not in any way be affected or impaired. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Contract invalid or unenforceable in any respect. The waiver by any party of a breach of any of the provisions of this Contract will not operate as a waiver of any subsequent breach.

6.8. Survivability. Sections 3, 5, and 6 of this Contract, including all sub-sections, will survive any expiration or termination of this Contract.

6.9. Notices. All notices must be in writing and will be deemed given: (i) when delivered personally; (ii) when delivered by facsimile if confirmation of receipt is obtained; (iii) five (5) days after having been mailed registered or certified mail, return receipt requested, postage prepaid; and (iv) one (1) day after having been mailed by overnight mail with a reliable express mail courier. Notices to John Deere will be addressed or delivered to the Contracting Entity for the Contract Jurisdiction in Table 1. Notices to Dealer may be delivered to the email address provided by Dealer to John Deere.

6.10. Force Majeure. Except for the payment of money, neither party will be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by acts of God, natural disasters, strikes, war, acts of terrorism, civil disturbances, compliance with governmental laws or orders, or any other events which are beyond the reasonable control of such party, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible, and provided that the other party may terminate this Contract if such condition continues for a period of ninety (90) days without demonstration by the non-performing party of the ability to resume performance of its obligations within a reasonable period.

6.11. Import and Export Compliance. Dealer acknowledges that all System Hardware, System Software, proprietary data, know-how, or other data or information (herein referred to as "**Products**") obtained from John Deere may be subject to the import and/or export control laws of one or more countries and, accordingly, their import, export, re-export, and transfer may be restricted or prohibited. Dealer agrees not to directly or indirectly import, export, re-export, transfer, or cause to be imported, exported, re-exported, or transferred, any such Products to any destination, entity, or persons prohibited or restricted under any law or regulation, unless it will have first obtained prior written consent of John Deere and any applicable governmental entity, either in writing or as provided by applicable regulation, as the same may be amended from time to time. Dealer agrees that no Products received from John Deere will be directly employed in missile technology, nuclear, chemical or biological weapons and that Products will not be transferred in any manner to any party for any such end use. **Dealer will use the Products only in the United States of America, Australia, New Zealand, or Canada.**

6.12. John Deere Affiliates. Any right or benefit of John Deere under the terms of this Contract will also apply to any corporation, partnership, or other entity that, either directly or indirectly, controls, is controlled by, or is under common control with John Deere, where control is defined as having more than a fifty percent (50%) controlling interest ("**Affiliate**").

6.13. Entire Contract. This Contract contains the entire understanding, agreement and representations of the parties with respect to the subject matter hereof and unless otherwise agreed in writing between the parties, this Contract supersedes all prior writings, discussions and understandings concerning the subject matter. Any additional or different terms or conditions proposed by Dealer or contained in any purchase order are rejected and will be of no force and effect unless expressly agreed to in writing by John Deere. In order to be binding, any amendment or modification of any of the provisions of this Contract must be in writing and signed by a duly authorized representative of each party.

6.14. Language. We may translate these Terms into other languages for your convenience or as required by applicable law. Nevertheless, the English version governs your relationship with Deere, and any inconsistencies among the different versions will be resolved in favor of the English version. The parties expressly wish that this agreement and any related documents be drafted and executed in English. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais.*

Table 1

Contract Jurisdiction	Contracting Entity	Governing Law	Venue
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United States of America, Puerto Rico, Republic of South Africa	John Deere Shared Services, Inc. One John Deere Place Moline, IL 61265 U.S.A	State of Illinois, USA	Rock Island County, Illinois, USA
Canada	John Deere Canada ULC 295 Hunter Road P.O. Box 1000 Grimsby, ON L3M 4H5	Province of Ontario, Canada	Province of Ontario, Canada
Australia or New Zealand	John Deere Limited (Australia) Attn: Complete Goods Manager 166-170 Magnesium Drive Crestmead, Queensland, 4132	Queensland, Australia	Queensland, Australia

Country-Specific Terms

AUSTRALIA

Section 2.2 of the Contract does not apply and is replaced with the following Section 2.2:

- 2.2 Software.** Service 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 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. During the Term of this Contract, John Deere grants to Dealer a non-exclusive, revocable license to use the System Software solely (i) in conjunction with use of the System, (ii) with System Hardware, and (iii) at all times in accordance with and subject to the Dealer's rights under the *Copyright Act 1968* (Cth). John Deere further grants Dealer the right to transfer Dealer's 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. Dealer agrees that John Deere may update the System Software on any of Dealer's System Hardware during the Term of this Contract as often as is deemed appropriate by John Deere.

Section 3 of the Contract does not apply and is replaced with the following Section 3:

- 3.1 Data Collection, Storage, and Use.** This Contract does not grant John Deere any rights to Dealer data, information, or other intellectual property that John Deere may receive under this Contract ("**Dealer Content**") except for the right to use the data for the purpose of performing John Deere's obligations to Dealer under this Contract. Dealer acknowledges that it has been notified of John Deere's data collection practices set out in this clause and as otherwise set out in the global Enterprise Privacy Statement, the applicable region- or country-specific Privacy Statements and the John Deere Data Services and Subscriptions Data Policy Statement (all available at www.deere.com) and agrees that John Deere may use the Dealer Content as described therein and in this Contract. Dealer acknowledges and agrees that the Dealer Content may be transferred out of the country where the Dealer Content is generated to other destinations, including but not limited to the United States of America. In the event that the Dealer Content includes Dealer's personal information, Dealer hereby consents to the collection, use and disclosure of such personal information, including with respect to the transfer of personal information to other jurisdictions, to permit John Deere and Authorized Dealers to access and use the Dealer Content as set forth in this Contract. DEALER WARRANTS THAT IT HAS PROVIDED THE NECESSARY NOTIFICATIONS, AND OBTAINED ANY NECESSARY CONSENT FROM ITS EMPLOYEES OR ANY OTHER THIRD PARTIES, INCLUDING WITH RESPECT TO THE TRANSFER OF DEALER CONTENT TO OTHER JURISDICTIONS, TO COMPLY WITH ANY APPLICABLE PRIVACY LAWS OR CONTRACTUAL AGREEMENTS WITH SUCH EMPLOYEES OR THIRD PARTIES AND TO PERMIT JOHN DEERE AND AUTHORIZED DEALERS TO ACCESS AND USE THE DEALER CONTENT AS SET FORTH IN THIS CONTRACT..
- 3.2 Data retention in Australia.** If the Dealer is located in Australia, John Deere will store the Dealer Content for such time until it no longer needs the Dealer Content for any purpose for which it may be used or disclosed by John Deere in accordance with the Australian privacy laws.
- 3.3 Information regarding the *Privacy Act 1988* (Cth).**
- (i) The Dealer consents to John Deere collecting and using Personal Information (as that term is defined in the *Privacy Act 1988* (Cth) as amended from time to time) of or relating to the Dealer and relevant Dealer personnel for the purpose of:
- (A) providing the Services, the Systems, products and services associated with Activation, the System Hardware, the System Software, access to the Telematic Web Interface and other John Deere products and services in connection with the performance of this Contract to the Dealer;
- (B) communicating with the Dealer and providing the Dealer with information, products or services the Dealer has requested;
- (C) promoting and marketing John Deere products or services to the Dealer; and
- (D) for other purposes set out in the John Deere global Enterprise Privacy Statement (which includes the John Deere Limited Australia/New Zealand Privacy Statement) ("**Privacy Statements**"), and the John Deere Data Services and Subscriptions Policy available at www.deere.com and otherwise in accordance with the *Privacy Act 1988* (Cth),

and John Deere may disclose such Personal Information to its related entities or any other third parties that provide products and services to John Deere to achieve any such purpose, as set out in this Contract and the Privacy Statements. Pursuant to the consents given in Section 3.3 of this Contract, where such parties are located overseas, the Dealer may have rights to enforce such parties' compliance with applicable data protection laws, but the Dealer may not have recourse against those parties under the *Privacy Act 1988* (Cth) in relation to how those parties treat the Dealer's Personal Information.

- (ii) The Privacy Statements contain information about how the Dealer may access and seek correction of Personal Information and complain about a breach of privacy, and how John Deere will deal with that complaint. To contact John Deere in relation to privacy, the Dealer can:

- (A) write to John Deere at John Deere Limited - Head Office, 166-170 Magnesium Drive, Crestmead, Queensland 4132, Australia; or
 - (B) call 1800 800 981 (free call from within Australia), +61 7 3802 3222 (from outside Australia), or 0800 303 100 (free call from within New Zealand).
- (iii) Without limiting Section 3.3 of this Contract, the Dealer must ensure that any relevant Dealer personnel who deal with John Deere in relation to John Deere's provision of goods and services to the Dealer, or any other person whose Personal Information is made available to John Deere as a result of the performance of this Contract, are aware of and have agreed to the terms of this Section 3, the Privacy Statements, the John Deere Data Services and Subscription Policy and the disclosure and use of their Personal Information in accordance with the terms of this Contract.

3.4 Consent to disclose personal information to overseas recipients. By entering into this Contract, the Dealer consents to the disclosure of Personal Information described in this Section 3 overseas and to its use by third parties, including John Deere's related entities and service providers, in the United States of America, Canada, New Zealand, Australia, Germany, India or Singapore, and such other countries in which those parties or their, or John Deere's, computer systems may be located from time to time, without John Deere being responsible for such use (or for any breach). If the Dealer does not consent to the use or disclosure of such Personal Information by John Deere in accordance with the terms of this Contract and the Privacy Statements, the Dealer must immediately discontinue using the Systems, including the Web Functions, and contact John Deere or the Dealer's Dealer. The Dealer (i) acknowledges and agrees that it has been informed by John Deere that the provision of such consent by the Dealer means that Australian Privacy Principle 8.1 does not apply to the disclosure of personal information by John Deere to any overseas recipient in accordance with this Contract, and (ii) for the avoidance of doubt and notwithstanding the consent given under Section 3 of this Contract, expressly consents to any such disclosure after having been so informed.

Section 4.1 of the Contract does not apply and is replaced with the following Section 4.1:

4.1 Payment. Dealer agrees to pay all applicable Services fees. Such fees will be paid via a John Deere-approved payment method selected by Dealer and communicated to John Deere. If Dealer fails to make any portion of such payment, and for each month in which payment remains outstanding, a late charge of the lesser of (i) 10.5% per annum of any outstanding amount or (ii) the maximum amount permitted by law may be charged to Dealer. All reasonable costs and expenses, including but not limited to legal fees court costs and service charges incurred by John Deere in collecting payment will be an expense of and charged to Dealer. John Deere may change payment terms at any time. If Dealer becomes delinquent in the payment of any sum due, John Deere will not be obligated to continue performance under this Contract. **If Dealer purchased or received this Contract from a third party (such as a Dealer), Dealer is responsible to pay Service fees as set forth above to the extent the third party has not paid, or does not pay, any such fees to John Deere, regardless of whether Dealer has paid the third party for the assignment of this Contract.**

Section 4.2 of the Contract does not apply and is replaced with the following Section 4.2:

- 4.2 GST**
- 4.2.1 Recovery of GST.** If GST is payable, or notionally payable, on a supply made under or in connection with this Contract, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the "**GST Amount**"). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days of the receipt of a tax invoice. This Section 4.2 does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.
 - 4.2.2 Liability net of GST.** Where any indemnity, reimbursement or similar payment under this Contract is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.
 - 4.2.3 Adjustment events.** If an adjustment event occurs in relation to a supply made under or in connection with this Contract, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.
 - 4.2.4 Survival.** This Section 4.2 will not merge upon completion and will continue to apply after expiration or termination of this Contract.
 - 4.2.5 Definitions.** Unless the context requires otherwise, words and phrases used in this Section 4.2 that have a specific meaning in the GST law (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) shall have the same meaning in this Section 4.2.

Section 6.1 of the Contract does not apply and is replaced with the following Section 6.1:

6.1 Limitation of Liability and Remedies. To the extent permitted by applicable law: (i) John Deere's entire liability and Dealer's sole and exclusive remedies for any damages arising from the performance or nonperformance under this Contract related to the use of the Service will be the remedies set forth herein; and (ii) John Deere will not be liable for any loss or damage arising from Dealer's failure to comply with the provision set forth in this Contract.

DEALER ACKNOWLEDGES THAT THE SERVICE ARE SUPPLIED ON A GOOD FAITH EFFORTS BASIS AND THAT SERVICE FAILURES AND INTERRUPTIONS MAY OCCUR AND ARE DIFFICULT TO ASSESS AS TO CAUSE OR RESULTING DAMAGES, AND DEALER UNDERSTANDS THAT IT WILL BEAR ALL RESPONSIBILITY, RISK AND COST ASSOCIATED WITH DEVELOPING AND MAINTAINING ITS BUSINESS. DEALER ACKNOWLEDGES THAT IT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT

BETWEEN JOHN DEERE AND THE UNDERLYING WIRELESS PROVIDERS. DEALER UNDERSTANDS AND AGREES THAT, SUBJECT TO SECTION 6.2A, IN NO EVENT WILL JOHN DEERE OR ANY OF ITS AFFILIATES, OR ANY UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES HAVE ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO DEALER, ANY EMPLOYEE OF DEALER, OR ANY THIRD PARTY USING SERVICE THROUGH DEALER IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT (INCLUDING FOR LIABILITY UNDER ANY INDEMNITY), STATUTORY ACTION, WARRANTY, EQUITY, NEGLIGENCE, IN TORT OR OTHERWISE AT LAW AND INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST SAVINGS OR ANY INCIDENTAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, UNAVAILABILITY, DELAY, FAULTINESS OR FAILURE OF JOHN DEERE'S OR ANY UNDERLYING WIRELESS PROVIDERS' SYSTEMS OR ANY PART THEREOF PROVIDED UNDER THIS CONTRACT, EVEN IF ANY OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND DEALER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIMS FOR SUCH DAMAGES. SUBJECT TO SECTION 6.2A, TO THE EXTENT NOT EXCLUDED BY THE FOREGOING, DEALER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS CONTRACT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER AND WHETHER FOR BREACH OF CONTRACT (INCLUDING FOR LIABILITY UNDER ANY INDEMNITY), STATUTORY ACTION, WARRANTY, EQUITY, NEGLIGENCE, IN TORT OR OTHERWISE AT LAW, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00). SUBJECT TO SECTION 6.2A, DEALER UNDERSTANDS THAT JOHN DEERE AND THE UNDERLYING WIRELESS PROVIDERS CANNOT GUARANTEE THE SECURITY OR RELIABILITY OF WIRELESS TRANSMISSIONS, AND JOHN DEERE AND THE UNDERLYING WIRELESS PROVIDERS WILL NOT BE LIABLE FOR ANY LACK OF SECURITY OR RELIABILITY RELATING TO THE USE OF THE SERVICES.

DEALER ACKNOWLEDGES AND AGREES THAT ANY WIRELESS COVERAGE MAP INFORMATION MIGHT DEPICT SOME FUTURE OR APPROXIMATE COVERAGE THAT MAY OR MAY NOT BE IDENTIFIED AS SUCH, AND THAT THE SERVICES MAY NOT BE AVAILABLE IN ALL AREAS DUE TO A VARIETY OF FACTORS INCLUDING: PREFERRED ROAMING LIST (PRL) UPDATES, WIRELESS CARRIER FACILITIES CONSTRAINTS, TOPOGRAPHICAL CONDITIONS (INCLUDING BUILDING CONFIGURATIONS), NETWORK MAINTENANCE OR UPGRADES, AND ENVIRONMENTAL CONDITIONS OR CAPACITY LIMITATIONS. DEALER ACKNOWLEDGES THAT ANY MAPS PROVIDED MAY NOT REFLECT TEMPORARY CHANGES IN COVERAGE OR COVERAGE GAPS THAT ARE LIMITED IN SCOPE. SUBJECT TO SECTION 6.2A, DEALER WILL ASSUME ANY WIRELESS COVERAGE RISKS. SUBJECT TO SECTION 6.2A, NONE OF JOHN DEERE OR ANY OF ITS AFFILIATES, OR ANY UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE TO DEALER FOR ANY CLAIM OR DAMAGE RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH ANY MAP INFORMATION, INCLUDING THE ACCURACY THEREOF, OR ANY DIMINISHED NETWORK COVERAGE, INCLUDING NETWORK OUTAGES RESULTING FROM NETWORK MAINTENANCE OR UPGRADES.

WITHOUT LIMITING THE FOREGOING, AND SUBJECT TO SECTION 6.2A, DEALER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS PROVIDERS' NETWORKS USED TO ENABLE THE SERVICE HAVE MANY COMPLEX ELEMENTS AND ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS, VIRUSES, OR INTERCEPTORS. SUBJECT TO SECTION 6.2A AND JOHN DEERE'S COMPLIANCE WITH APPLICABLE PRIVACY LAWS, DEALER AGREES THAT NONE OF JOHN DEERE OR ANY OF ITS AFFILIATES, OR THE UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE TO DEALER, ANY EMPLOYEE OF DEALER, OR ANY THIRD PARTY USING SERVICE THROUGH DEALER FOR ANY LACK OF PERSONAL PRIVACY OR SECURITY. DEALER HAS NO PROPERTY RIGHT IN ANY CODE OR NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH CODE OR NUMBER CAN BE CHANGED FROM TIME TO TIME.

Section 6.2 of the Contract does not apply and is replaced with the following Section 6.2:

6.2. Disclaimer of Warranties. EXCEPT FOR YOUR RIGHTS UNDER SCHEDULE 2 OF THE *COMPETITION AND CONSUMER ACT 2010 (CTH)* (THE "AUSTRALIAN CONSUMER LAW") AND TO SECTION 6.2A, THE SERVICE AND TELEMATIC SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SUBJECT TO SECTION 6.2A, NONE OF JOHN DEERE OR ANY OF ITS AFFILIATES, OR JOHN DEERE'S UNDERLYING WIRELESS PROVIDERS, OR ANY OF THEIR AFFILIATES HAS MADE, OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO JOHN DEERE'S OR THE UNDERLYING WIRELESS PROVIDERS' SYSTEMS OR THE SERVICE. EXCEPT FOR YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW AND SUBJECT TO SECTION 6.2A, EACH OF JOHN DEERE AND ITS AFFILIATES, AND THE UNDERLYING WIRELESS PROVIDERS AND THEIR AFFILIATES EXPRESSLY DISCLAIMS, AND DEALER EXPRESSLY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES ARISING IN LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY WARRANTIES AS TO THE ACCURACY, AVAILABILITY OR CONTENT OF JOHN DEERE'S OR THE UNDERLYING WIRELESS PROVIDER'S SYSTEM, THE SERVICE OR ANY OTHER SERVICES PROVIDED BY JOHN DEERE OR ANY OF ITS AFFILIATES, OR THE UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES USING ANY UNDERLYING WIRELESS PROVIDER'S SYSTEM; (D) ANY WARRANTY OF NON-INFRINGEMENT; AND (E) ANY WARRANTY UNDER ANY THEORY OF LAW, INCLUDING ANY TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHER LEGAL OR EQUITABLE THEORY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY OR SUITABILITY FOR USE, THAT IS NOT CONTAINED IN THIS CONTRACT WILL BE DEEMED TO BE A WARRANTY BY JOHN DEERE OR ANY OF ITS AFFILIATES, OR JOHN DEERE'S UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES.

The following Section 6.2A forms part of the Contract and must be read as if it follows Section 6.2 of the Contract:

6.2A Consumer Guarantees. Despite the limitations on liability and remedies contained in Section 6.1 of this Contract and the disclaimer of warranties contained in Section 6.2 of this Contract, nothing in this Contract excludes, restricts or modifies any consumer guarantee, right or remedy conferred on the Dealer by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted, or modified by agreement. To the fullest extent permitted by law, the liability of John Deere for a breach of a non-excludable guarantee referred to in Sections 6.1 and 6.2 of this Contract is limited, at John Deere's option, to:

- (i) in the case of goods:
 - (1) the replacement of the goods or the supply of equivalent goods;
 - (2) the repair of the goods;
 - (3) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (4) the payment of the cost of having the goods repaired; or
- (ii) in the case of services:
 - (1) the supplying of the services again; or
 - (2) the payment of the cost of having the services supplied again.

Section 6.3 of the Contract does not apply and is replaced with the following Section 6.3:

6.3 Dealer Indemnification. To the extent permitted by applicable law, Dealer will indemnify, defend and hold John Deere and its Affiliates (including their respective officers, employees, and agents), and any affected Underlying Wireless Providers and their Affiliates (including their respective directors, officers, employees and agents) (each, a “**Deere Indemnified Party**”) harmless against any and all losses, claims, damages or expenses (including attorneys’ fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property, any financial loss, or any interruption of services which are caused or claimed to have been caused directly or indirectly from Dealer’s (including its employees or independent contractors) negligent use or intentional misuse of the System; (ii) use of any mounting bracket or other equipment not provided or approved for use with the System by John Deere; (iii) any use of the System by Dealer for an unauthorized purpose; (iv) data content or other information transmitted by Dealer, its employees or its independent contractors over the System; (v) any Abuse or Fraudulent Use by Dealer or anyone accessing the Services through Dealer or Dealer’s Terminal; or (v) any material breach by Dealer of any of the terms and conditions of this Contract. Dealer hereby agrees to fully defend, hold harmless, and indemnify each Deere Indemnified Party from and against all liability, loss, damage, claims, actions, judgments or expenses arising out of or relating to Dealer’s use of, failure to use, or inability to use the System or the wireless or satellite services provided by any Underlying Wireless Provider, as well as from any third party intellectual property infringement claims arising out of or relating in any way with respect to Dealer’s use of the System, except to the extent any such liabilities, losses, damages, claims, actions, judgments or expenses are caused by the Deere Indemnified Party’s reckless acts or omissions or willful misconduct.

Section 6.7 of the Contract does not apply and is replaced with the following Section 6.7:

6.7 Severability; Waiver. If any provision of this Contract is prohibited or determined to be unenforceable in any jurisdiction, in whole or in part, that provision must, in relation to that jurisdiction: (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and (b) be severed from this Contract in any other case. The validity or enforceability of that provision in any other jurisdiction and the validity or enforceability of the remaining provisions will not in any way be affected or impaired. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Contract invalid or unenforceable in any respect. The waiver by any party of a breach of any of the provisions of this Contract will not operate as a waiver of any subsequent breach.

The following Section 6.15 forms part of the Contract and must be read as if it follows Section 6.14 of the Contract:

6.14 Third party consents to surveillance and tracking. To the extent that the Dealer permits a third party, including the Dealer’s employees, directors, officers and other personnel (“**Third Party**”) to use Dealer’s System Hardware, the Dealer warrants to John Deere that the Dealer has provided any necessary notifications and obtained the necessary consents and approvals from that Third Party for John Deere to continue to determine and monitor the geographical location of the Dealer’s System Hardware and otherwise collect the Dealer Content from the Dealer’s System Hardware while that Third Party is using that System Hardware.

NEW ZEALAND

Section 3 of the Contract does not apply and is replaced with the following Section 3:

- 3.1 Data Collection, Storage, and Use.** This Contract does not grant John Deere any rights to Dealer data, information, or other intellectual property that John Deere may receive under this Contract (“**Dealer Content**”) except for the right to use the data for the purpose of performing John Deere’s obligations to Dealer under this Contract. Dealer acknowledges that it has been notified of John Deere’s data collection practices set out in this clause and as otherwise set out in the global Enterprise Privacy Statement, the applicable region- or country-specific Privacy Statements and the John Deere Data Services and Subscriptions Data Policy Statement (all available at www.deere.com) and agrees that John Deere may use the Dealer Content as described therein and in this Contract. Dealer acknowledges and agrees that the Dealer Content may be transferred out of the country where the Dealer Content is generated to other destinations, including but not limited to the United States of America. In the event that the Dealer Content includes Dealer’s personal information, Dealer hereby consents to the collection, use and disclosure of such personal information, including with respect to the transfer of personal information to other jurisdictions, to permit John Deere and Authorized Dealers to access and use the Dealer Content as set forth in this Contract. DEALER WARRANTS THAT IT HAS PROVIDED THE NECESSARY NOTIFICATIONS, AND OBTAINED ANY NECESSARY CONSENT FROM ITS EMPLOYEES OR ANY OTHER THIRD PARTIES, INCLUDING WITH RESPECT TO THE TRANSFER OF DEALER CONTENT TO OTHER JURISDICTIONS, TO COMPLY WITH ANY APPLICABLE PRIVACY LAWS OR CONTRACTUAL AGREEMENTS WITH SUCH EMPLOYEES OR THIRD PARTIES AND TO PERMIT JOHN DEERE AND AUTHORIZED DEALERS TO ACCESS AND USE THE DEALER CONTENT AS SET FORTH IN THIS CONTRACT..
- 3.2 Data retention in New Zealand.** If the Dealer is located in New Zealand, John Deere will store the Dealer Content for such time until it no longer needs the Dealer Content for any purpose for which it may be used or disclosed by John Deere in accordance with the New Zealand privacy laws.
- 3.3 Information regarding the Privacy Act 1993:**

- (i) The Dealer consents to John Deere collecting and using Personal Information (as that term is defined in the *Privacy Act 1993* as amended from time to time) of or relating to the Dealer and relevant Dealer personnel for the purpose of:
- (A) providing the Services, the Systems, products and services associated with Activation, the System Hardware, the System Software, access to the Telematic Web Interface and other John Deere products and services in connection with the performance of this Contract to the Dealer;
 - (B) communicating with the Dealer and providing the Dealer with information, products or services the Dealer has requested;
 - (C) promoting and marketing John Deere products or services to the Dealer; and
 - (D) for other purposes set out in the John Deere global Enterprise Privacy Statement (which includes the John Deere Limited Australia/New Zealand Privacy Statement) ("**Privacy Statements**"), and the John Deere Data Services and Subscriptions Policy available at www.deere.com and otherwise in accordance with the *Privacy Act 1993*, and John Deere may disclose such Personal Information to its related entities or any other third parties that provide products and services to John Deere to achieve any of the purposes set out in this Contract and the Privacy Statements. Pursuant to the consents given in Section 3.3 of this Contract, where John Deere transfers personal information about you overseas or discloses personal information about you to third parties located outside of New Zealand, in addition to any rights you may have in the country in which the information is held, you may have recourse against John Deere or those parties under the New Zealand Privacy Act in relation to: the storage and security of your personal information; the accuracy of the personal information; the duration for which the personal information may be stored for; and the use and disclosure of the personal information.
- (ii) The Privacy Statements contain information about how the Dealer may access and seek correction of Personal Information and complain about a breach of privacy, and how John Deere will deal with that complaint. To contact John Deere in relation to privacy, the Dealer can:
- (A) write to John Deere at John Deere Limited - Head Office, 166-170 Magnesium Drive, Crestmead, Queensland 4132, Australia; or
 - (B) call 1800 800 981 (free call from within Australia), +61 7 3802 3222 (from outside Australia), or 0800 303 100 (free call from within New Zealand).
- (iii) Without limiting Section 3.3 of this Contract, the Dealer must ensure that any relevant Dealer personnel who deal with John Deere in relation to John Deere's provision of goods and services to the Dealer, or any other person whose Personal Information is made available to John Deere as a result of the performance of this Contract, are aware of and have agreed to the terms of this Section 3, the Privacy Statements, the John Deere Data Services and Subscription Policy and the disclosure and use of their Personal Information in accordance with the terms of this Contract.

Section 4.1 of the Contract does not apply and is replaced with the following Sections 4.1:

4.1 Payment. Dealer agrees to pay all applicable Services fees. Such fees will be paid via a John Deere-approved payment method selected by Dealer and communicated to John Deere. If Dealer fails to make any portion of such payment, and for each month in which payment remains outstanding, a late charge of the lesser of (i) 10.5% per annum of any outstanding amount or (ii) the maximum amount permitted by law may be charged to Dealer. All reasonable costs and expenses, including but not limited to legal fees court costs and service charges incurred by John Deere in collecting payment will be an expense of and charge d to Dealer. John Deere may change payment terms at any time. If Dealer becomes delinquent in the payment of any sum due, John Deere will not be obligated to continue performance under this Contract. **If Dealer purchased or received this Contract from a third party (such as a Dealer), Dealer is responsible to pay Service fees as set forth above to the extent the third party has not paid, or does not pay, any such fees to John Deere, regardless of whether Dealer has paid the third party for the assignment of this Contract.**

The second paragraph of section 6.1 does not apply and is replaced with the following:

DEALER ACKNOWLEDGES THAT THE SERVICE ARE SUPPLIED ON A GOOD FAITH EFFORTS BASIS AND THAT SERVICE FAILURES AND INTERRUPTIONS MAY OCCUR AND ARE DIFFICULT TO ASSESS AS TO CAUSE OR RESULTING DAMAGES, AND DEALER UNDERSTANDS THAT IT WILL BEAR ALL RESPONSIBILITY, RISK AND COST ASSOCIATED WITH DEVELOPING AND MAINTAINING ITS BUSINESS. DEALER ACKNOWLEDGES THAT IT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN JOHN DEERE AND THE UNDERLYING WIRELESS PROVIDERS. DEALER UNDERSTANDS AND AGREES THAT IN NO EVENT WILL JOHN DEERE OR ANY OF ITS AFFILIATES, OR ANY UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES HAVE ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO DEALER, ANY EMPLOYEE OF DEALER, OR ANY THIRD PARTY USING SERVICE THROUGH DEALER IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT (INCLUDING FOR LIABILITY UNDER ANY INDEMNITY), STATUTORY ACTION, WARRANTY, EQUITY, NEGLIGENCE, IN TORT OR OTHERWISE AT LAW AND INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST SAVINGS OR ANY INCIDENTAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, UNAVAILABILITY, DELAY, FAULTINESS OR FAILURE OF JOHN DEERE'S OR ANY UNDERLYING WIRELESS PROVIDERS' SYSTEMS OR ANY PART THEREOF PROVIDED UNDER THIS CONTRACT, EVEN IF ANY OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND DEALER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIMS FOR SUCH DAMAGES. TO THE EXTENT NOT EXCLUDED BY THE FOREGOING, DEALER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS CONTRACT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER AND WHETHER FOR BREACH OF CONTRACT (INCLUDING FOR LIABILITY UNDER ANY INDEMNITY), STATUTORY ACTION, WARRANTY, EQUITY, NEGLIGENCE, IN TORT OR OTHERWISE AT LAW, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

DEALER UNDERSTANDS THAT JOHN DEERE AND THE UNDERLYING WIRELESS PROVIDERS CANNOT GUARANTEE THE SECURITY OR RELIABILITY OF WIRELESS TRANSMISSIONS, AND JOHN DEERE AND THE UNDERLYING WIRELESS PROVIDERS WILL NOT BE LIABLE FOR ANY LACK OF SECURITY OR RELIABILITY RELATING TO THE USE OF THE SERVICES.

Section 6.3 does not apply and is replaced with the following:

6.3. Dealer Indemnification. Subject to any applicable "Country Specific Terms" set out below Table 1 in this Contract for Dealer's Contract Jurisdiction and to the extent permitted by applicable law, Dealer will indemnify, defend and hold John Deere and its Affiliates (including their respective officers, employees, and agents), and any affected Underlying Wireless Providers and their Affiliates (including their respective directors, officers, employees and agents) (each, a "**Deere Indemnified Party**") harmless against any and all losses, claims, damages or expenses (including attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property, any financial loss, or any interruption of services which are caused or claimed to have been caused directly or indirectly from Dealer's (including its employees or independent contractors) negligent use or intentional misuse of the System; (ii) use of any mounting bracket or other equipment not provided or approved for use with the System by John Deere; (iii) any use of the System by Dealer for an unauthorized purpose; (iv) data content or other information transmitted by Dealer, its employees or its independent contractors over the System; (v) any Abuse or Fraudulent Use by Dealer or anyone accessing the Services through Dealer or Dealer's Terminal; or (vi) any material breach by Dealer of any of the terms and conditions of this Contract. Dealer hereby agrees to fully defend, hold harmless, and indemnify each Deere Indemnified Party from and against all liability, loss, damage, claims, actions, judgments or expenses arising out of or relating to Dealer's use of, failure to use, or inability to use the System or the wireless or satellite services provided by any Underlying Wireless Provider, as well as from any third party intellectual property infringement claims arising out of or relating in any way with respect to Dealer's use of the System, except to the extent any such liabilities, losses, damages, claims, actions, judgments or expenses are caused by the Deere Indemnified Party's reckless acts or omissions or willful misconduct.

Section 6.7 of the Contract does not apply and is replaced with the following Section 6.7:

6.7. Severability; Waiver. If any provision of this Contract is prohibited or determined to be unenforceable in any jurisdiction, in whole or in part, that provision must, in relation to that jurisdiction: (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and (b) be severed from this Contract in any other case. The validity or enforceability of that provision in any other jurisdiction and the validity or enforceability of the remaining provisions will not in any way be affected or impaired. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Contract invalid or unenforceable in any respect. The waiver by any party of a breach of any of the provisions of this Contract will not operate as a waiver of any subsequent breach.

Tax. For the avoidance of doubt, all prices and rates affiliated with the Services or System Hardware are plus GST (if any).

SOUTH AFRICA

Personal Information. To the extent that the Customer Content or Field Connect Data constitutes "Personal Information" under the Protection of Personal Information Act 4 of 2013 ("POPI"), the relevant provisions of POPI shall apply to the use, collection, storage and retention of that Personal Information by John Deere and authorized Dealers. **Section 3 of the Contract ("Data") is modified accordingly for residents of South Africa.**

Value Added Tax ("VAT"): All prices and rates affiliated with the Services or System Hardware are VAT inclusive. **Section 4.2 of the Contract ("Taxes") is modified accordingly for residents of South Africa.**

Disclaimer of Warranties: For residents of South Africa, **Section 6.2 of the Contract ("Disclaimer of Warranties") excludes all implied warranties that are provided under the Consumer Protection Act.**