



# JOHN DEERE

## NAROČNIŠKA POGODBA ZA MOBILNO OMREŽJE SIGNALA RTK

Ta pogodba o sklenitvi naročniškega razmerja za mobilno omrežje RTK ("**pogodba**") je sklenjena med "**vami**" (uporabnikom mobilnega omrežja signala RTK) in subjektom, navedenim v spodnji tabeli 1 ("**John Deere**"), za lokacijo, na kateri je vaš sedež, če to pogodbo sklepate v imenu organizacijske enote, ali vaše prebivališče, če to pogodbo kot posameznik ("**kraj pristojnega sodišča**"). Podjetje John Deere vam bo med trajanjem pogodbe in v skladu s spodaj navedenimi pogoji poslovanja omogočilo dostop do mobilnega omrežja signala RTK in povezanih storitev ("**omrežje**").

POMEMBNO - PRED UPORABO OMREŽJA PREBERITE NASLEDNJE POGOJE POSLOVANJA. TO JE PRAVNO ZAVEZUJOČA POGODBA O DOSTOPU DO OMREŽJA MED VAMI IN PODJETJEM JOHN DEERE. DOSTOP DO OMREŽJA IN NJEGOVA UPORABA POTRJUJETA, DA TE POGOJE SPREJEMATE. ČE NE MORETE ALI NOČETE UPOŠTEVATI KATEREGAKOLI OD NAVEDENIH POGOJEV UPORABE, MORATE TAKOJ PRENEHATI UPORABLJATI OMREŽJE IN KONTAKTIRATI PODJETJE JOHN DEERA ALI ZASTOPNIKA ZA IZDELKE JOHN DEERE. TA POGODBA JE SKLENJENA SAMO MED VAMI IN PODJETJEM JOHN DEERE. NOBENA TRETJA STRANKA (KAR MED DRUGIM VELJA TUDI ZA ZASTOPNIKE JOHN DEERE) NIMA PRAVIC ZA SPREMINJANJE ALI DOPOLNJEVANJE TE POGODBE.

ČE STE TO POGODBO SKLENILI S TRETJO STRANKO (DENIMO Z ZASTOPNIKOM ZA JOHN DEERE), POTEM RAZUMETE IN SE STRINJATE, DA PODPIS POGODBE S TRETJO STRANKO NE NAKAZUJE ALI NAMIGUJE NA ZASTOPNIŠKO RAZMERJE MED PODJETJEM DEERE IN TO TRETJO STRANKO.

### 1. Dostop do omrežja

S to pogodbo vam podjetje John Deere za čas trajanja te pogodbe omogoča dostop do omrežja z eno GNSS napravo (v nadaljnjem besedilu "sprejemnik"), če boste v času trajanja te pogodbe izpolnjevali vse obveznosti v povezavi s to pogodbo (vključno s plačilom vseh naročnin, ki so bile dogovorjene pred sklenitvijo te pogodbe). "Trajanje pogodbe" je opredeljeno v naročilu nakupa ali drugem dokumentu med vami in podjetjem John Deere. Do omrežja lahko ob plačilu dodatnih pristojbin dostopate z dodatnimi sprejemniki, o katerih se pogodbenici naknadno pisno dogovorita. Razumete in se strinjate, da je vaša pravica do dostopa do omrežja v skladu s to pogodbo omejena na ozemlje države, ki je bilo določeno pred podpisom te pogodbe. Obiščite [www.stellarsupport.deere.com](http://www.stellarsupport.deere.com) ali [http://my.jdmrkt.com/connection\\_info.cfm](http://my.jdmrkt.com/connection_info.cfm) ali kontaktirajte vašega zastopnika za John Deere za več informacij o uporabi omrežja v skladu s to pogodbo in informacij o določeni državi uporabe.

Podjetje John Deere bo vam za dostop do omrežja posredovalo uporabniško ime in geslo ter naslov internetnega protokola omrežja ("**dostopni podatki**"). Soglašate, da boste dostopne podatke obravnavali kot zaupne in jih ne boste razkrivali tretjim strankam. Strinjate se, da so podatki o uporabi in druga vsebina, ki vam je posredovana prek pooblaščenega uporabe omrežja, kar med drugim vključuje tudi podatke o položaju, zaupni in izključna last podjetja John Deere in njihovih dajalcev licenc.

## **2. Neizpolnjevanje obveznosti**

Če ne izpolnite katerekoli obveznosti iz pogodbe, se poleg drugih razpoložljivih pravnih sredstev strinjate, da vam John Deere lahko prepreči dostop do omrežja. Poleg tega se strinjate, da boste plačali vse stroške in razumne odvetniške honorarje za uveljavitev tega sporazuma z John Deere.

## **3. Izključitev in omejitev odgovornosti**

JOHN DEERE DAJE OMREŽJE NA VOLJO PO PREDPOSTAVKAH »KOT JE« in »KOT JE NA VOLJO«. JOHN DEERE, POVEZANE DRUŽBE IN TRETJI ZASTOPNIKI IZRECNO ZAVRAČAJO IN VI SE IZRECNO ODPOVEDUJETE IN ODREKATE VSEM JAMSTVOM PODJETJA JOHN DEERE, POVEZANIH DRUŽB IN TRETJIH DOBAVITELJEV, KI SO MED DRUGIM POVEZANIMI Z NASLEDNJIMI NAVEDBAMI ALI NASTANEJO PO PRAVNI PODLAGI ALI KAKO DRUGAČE: NA PODLAGI IMPLICITNEGA JAMSTVA GLEDE KAKOVOSTI ALI PRIMERNOSTI ZA DOLOČEN NAMEN; KAKRŠNA KOLI IMPLICITNA JAMSTVA IZ DELOVANJA, TRGOVANJA ALI TRGOVINSKE UPORABE; VSA JAMSTVA V ZVEZI S TOČNOSTJO IN RAZPOLOŽLJIVOSTJO OMREŽJA; KAKRŠNAKOLI JAMSTVA V ZVEZI Z NASLOVOM ALI NEKRŠITVIJO; IN KATEROKOLI DRUGO JAMSTVO NA PODLAGI TEORIJE PRAVA, VKLJUČNO S TEORIJO V ZVEZI Z ODŠKODNINSKIMI ZAHTEVKI, MALOMARNOSTJO, OBJEKTIVNO ODGOVORNOSTJO, POGODBAMI ALI DRUGO PRAVNO ALI PRIMERLJIVO TEORIJO. JOHN DEERE, POVEZANA PODJETJA IN TRETJI ZASTOPNIKI TUDI IZRECNO IZKLJUČUJEJO KAKRŠNAKOLI JAMSTVA ALI IZJAVE V ZVEZI S TOČNOSTJO ALI VSEBINO PODATKOV, KI SO USTVARJENI V OMREŽJU ALI POTUJEJO SKOZI OMREŽJE.

NOBENA IZJAVA ALI DRUGA POTRDITEV DEJSTEV, KAR MED DRUGIM VKLJUČUJE IZJAVE V ZVEZI S KAPACITETO ALI PRIMERNOSTJO UPORABE, NE POGOJUJE JAMSTVA PODJETJA JOHN DEERE, POVEZANIH PODJETIJ ALI TRETJIH ZASTOPNIKOV.

PREVZEMATE VSA TVEGANJA V ZVEZI S POKRITOSTJO Z BREŽIČNIMI OMREŽJI. JOHN DEERE, POVEZANA PODJETJA ALI NJEGOVI TRETJI DOBAVITELJI (VKLJUČNO S POVEZANIMI PONUDNIKI BREŽIČNIH OMREŽIJ) NE ODGOVARJO ZA KATEREKOLI ODŠKODNINSKE ZAHTEVKE ALI ŠKODO, KI JE NASTALA ZARADI ALI V POVEZAVI S SLABO POKRITOSTJO OMREŽJA, KAR VKLJUČUJE TUDI IZPADE OMREŽJA ZARADI VZDRŽEVANJA ALI NADGRADNJE OMREŽJA. V NOBENEM PRIMERU JOHN DEERE, POVEZANA PODJETJA IN TRETJI ZASTOPNIKI NE ODGOVARJAJO VAM ALI KATERIKOLI TRETJIM STRANKAM ZA KAKRŠNOKOLI NEPOSREDNO, POSREDNO ALI POSLEDIČNO ŠKODO, KAR VKLJUČUJE IZGUBO PRIDELKA, POŠKODBE ZEMLJE, IZGUBO DOBIČKA, IZGUBO POSLOVNE DEJAVNOSTI, OSLABITEV DOBREGA IMENA, IZGUBO OPREME ALI STORITEV ALI ŠKODOVANJE POSLOVANJU ALI UGLEDU ZARADI UPOŠTEVANJA ALI NEUPOŠTEVANJA KATERIHKOLI VIDIKOV TE POGODBE ALI ZARADI ŠKODNEGA DEJANJA, IN NE GLEDE NA TO, ALI SO BILI PODJETJE JOHN DEERE, POVEZANA PODJETJA IN TRETJI ZASTOPNIKI OBVEŠČENI O MOŽNOSTI, DA LAHKO PRIDE DO TAKE ŠKODE. V NOBENEM PRIMERU SKUPNA ODGOVORNOST PODJETJA JOHN DEERE, POVEZANIH PODJETIJ IN/ALI TRETJIH STRANK NE SME PRESEGATI ZNESKA, KI GA VI PLAČATE PODJETJU JOHN DEERE V SKLADU S TO POGODBO.

Omejitev odgovornosti, ki je navedena zgoraj, ne velja v primeru smrti ali osebne poškodbe, ki je posledica malomarnosti podjetja John Deere, v obsegu, v katerem je taka omejitev odgovornosti prepovedana v skladu z veljavno zakonodajo.

#### **4. Zasebnost in varstvo podatkov**

Strinjate se, da lahko John Deere uporabi vse informacije, ki so bile ustvarjene v omrežju ali zbrane v njem v okviru vaše uporabe omrežja v skladu s to pogodbo („vaše informacije“), kot je navedeno v nadaljevanju te pogodbe in v naših Izjavah o zasebnosti in podatkih, objavljenih na spletni strani [www.johndeere.com/privacy](http://www.johndeere.com/privacy). Vaše informacije lahko vključujejo uporabniške podatke, naslove IP, imena, fizične naslove, kontaktne podatke, zgodovino lokacij in dnevnik uporabe. Podjetju John Deere, povezanim podjetjem in tretjim zastopnikom dodelite pravico do uporabe vaših podatkov, kot je opisano v tej pogodbi in kot je potrebno za zagotavljanje vseh storitev in funkcij v zvezi s to pogodbo, vključno z zagotavljanjem dostopa do omrežja. To dovoljenje velja za tretje osebe, s katerimi podjetje John Deere sodeluje v povezavi z dostopom do omrežja in povezanih storitev. Podjetje John Deere lahko razkrije vaše podatke zunanjim strankam, če je v dobri veri prepričano, da je razkritje razumno nujno za (a) ravnanje v skladu z vso veljavno zakonodajo, predpisi in obveznimi pravnimi zahtevki; (b) varovanje katerekoli osebe pred smrtjo ali resnimi telesnimi poškodbami; (c) preprečevanje goljufij ali zlorabe podjetja John Deere, povezanih podjetij ali tretjih dobaviteljev; (d) zaščito lastninskih pravic podjetja John Deere; ali (e) obrambo podjetja John Deere, povezanih podjetij in dobaviteljev pred vsemi sodnimi postopki, ki izhajajo iz vaše uporabe omrežja.

#### **5. Zagotovila in jamstva**

Izjavljate in jamčite, da boste dostopali do omrežja samo za lastne potrebe, razen če je v tej pogodbi izrecno dovoljeno drugače, in svojih dostopnih pravic ali naročnine ne boste dali v najem tretji stranki ali jih z njo delili. Naprej izjavljate in jamčite, da do omrežja ne boste dostopali z večjim številom sprejemnikov, kot jih dovoljuje vaša naročnina. Izjavljate in jamčite, da ste usposobljeni za uporabo vrst sistemov GPS, ki jih je mogoče uporabljati z omrežjem, in da boste samostojno ocenili točnost in vrednost vseh podatkov, pridobljenih iz omrežja. Izjavljate in jamčite, da boste ravnali v skladu z vsemi zakoni, kodeksi, pravili in predpisi, ki se nanašajo na vašo uporabo omrežja, in da imate vse potrebne licence, dovoljenja, usposabljanja in pooblastila, potrebna za dostop ali uporabo omrežja.

#### **6. Dodelitev/prenos**

##### **6.1. Promocijska ponudba za naročnino mobilnega signala RTK John Deere**

6.1.1. Promocijske naročnine mobilnega signala RTK John Deere po prvem vklopu do konca trajanja promocijske naročnine ni mogoče prenesti na drugega končnega uporabnika.

##### **6.2. Kupljena naročnina za mobilni signal John Deere Mobile RTK. To pogodbo lahko prenesete na tretjega končnega uporabnika („prevzemnik“) samo pod naslednjimi pogoji:**

6.2.1. Najprej morate pred prenosom pogodbe prevzemniku predati kopijo pogodbe ali ga usmeriti do spletne kopije te pogodbe ter dati prevzemniku dovolj časa, da pregleda pogodbene pogoje in se po želji posvetuje s svojim odvetnikom. Preden je mogoče to pogodbo prenesti na prevzemnika, si mora ta ustvariti spletni profil John Deere, za katerega lahko zaprosi na spletni strani [www.myjohndeere.com](http://www.myjohndeere.com) ali pri zastopniku za John Deere.

6.2.2. Prav tako je treba od prevzemnika pridobiti potrdilo, da ta razume vse pogoje pogodbe in se je pripravljen tem pogojem zavezati namesto vas.

6.2.3. Po prejemu potrdila prevzemnika, da razume in soglaša, da bo te pogoje upošteval, morate obvestiti podjetje John Deere o vaši nameri za prenos te pogodbe na prevzemnika. V tem obvestilu morate identificirati prevzemnika ter izjaviti in zajamčiti podjetju John Deere, da je

prevzemnik potrdil, da razume in se strinja, da se namesto vas zaveže pogojem te pogodbe. Obvestila v skladu s tem členom morajo biti dostavljena podjetju John Deere prek zastopnika za John Deere, ki ima pravico, da tako storitev zaračuna.

6.2.4. Ko so izpolnjena vsa druga določila, lahko prenesete pogodbe na prevzemnika v zameno za njegovo jamstvo, da bo upošteval pogoje te pogodbe in vse druge sklenjene dogovore med vami in prevzemnikom. Po prejemu vašega obvestila o prenosu (kot je navedeno v prejšnjem besedilu) bo John Deere v elektronski obliki obvestil prevzemnika, da je ta pogodba bila prenesena nanj in da uporabo storitev urejajo ti pogoji poslovanja.

6.2.5. Če je ustrezno, se vi in prevzemnik strinjata, da John Deere kot kraj sodne pristojnosti v zvezi s pogodbo prevzemnika dodeli sedež pogodbene stranke iz spodnje tabele 1. Vsak prenos pogodbe s strani podjetja John Deere bo začel veljati takoj, ko ta prenos opravite vi.

6.2.6. John Deere lahko po lastni presoji prenos pogodbe sprejme ali zavrne; vsak domnevni prenos brez soglasja podjetja John Deere je ničen in neveljaven. Elektronsko obvestilo, ki ga bo podjetje John Deere poslalo prevzemniku (opisano zgoraj), bo predstavljalo soglasje podjetja John Deere za prenos te pogodbe na prevzemnika. Podjetje John Deere bo od prevzemnika morda zahtevalo dodatne certifikate glede prevzemnikovih trditev, ki jih John Deere lahko zahtev pred, med in kadarkoli po prenosu pogodbe. Ne glede na prenos razumete in se strinjate, da boste s prevzemnikom (in vsemi nadaljnjimi prevzemniki) skupaj in solidarno odgovorni za vse plačilne obveznosti v tej pogodbi ter razumete in se strinjate, da ste izključno odgovorni za kakršnokoli škodo ali izgube, ki izhajajo iz pomanjkljivega, neveljavnega, delnega, neizvršljivega ali kako drugače nepopolnega prenosa te pogodbe.

## 7. Druge določbe

7.1. **Neodvisnost pogodbenih členov.** Sestava, interpretacija in izvajanje te pogodbe ter vsa pravna razmerja med strankami se urejajo in razlagajo v skladu z zakonodajo, ki je določena kot veljavna zakonodaja pristojnega sodišča v tabeli 1, ne glede na pravna načela. Za vse spore, ki izhajajo iz tega sporazuma, je izključno pristojno sodišče na kraju iz tabele 1, in vi priznavate pristojnost teh sodišč za namene reševanja takih sporov.

7.2. **Neodvisnost pogodbenih členov.** Če katerikoli del te pogodbe postane neveljaven ali neizvršljiv, tak del ne vpliva na veljavnost ali izvršljivost preostalega dela pogodbe, ki ostane v veljavi in se izvršuje, kot da bi bila sklenjena brez neveljavnih in neizvršljivih delov.

7.3. **Celotna pogodba.** Ta pogodba in vsi drugi dogovori, ki so izrecno navedeni v tej pogodbi, skupaj z vsemi pogoji, obvestili, smernicami, navodili in direktivami, ki bodo naknadno objavljeni na spletni strani za podporo, ter vsemi amandmaji, dopolnitvami ali dodatki k tej pogodbi, predstavljajo celotno pogodbo med pogodbenicama in nadomeščajo vse predhodne dogovore in pogodbe med pogodbenicama, tako ustne kot tudi pisne. Vsi dodatni pogoji poslovanja na kateremkoli dobavnem nalogu ali podobnem dokumentu so nični in neveljavni ter ne spreminjajo, dodajajo ali izbrišejo nobenih pogojev te pogodbe.

**Tabela 1**

<b>Sodna pristojnost</b>	<b>Pogodbena stranka</b>	<b>Veljavno pravo</b>	<b>Kraj</b>
United States of America	John Deere Shared Services, Inc. One John Deere Place Moline, IL 61265 ZDA	Zvezna država Illinois, ZDA	Rock Island County, Illinois, ZDA
Kanada	John Deere Canada ULC 295 Hunter Road P.O. Box 1000 Grimsby, ON L3M 4H5	Ontario, Kanada	Ontario, Kanada
Nemčija	John Deere GmbH & Co. KG Strassburger Allee 3 Kaiserslautern	Nemčija	Nemčija



## JOHN DEERE MOBILE RTK SIGNAL NETWORK SUBSCRIPTION AGREEMENT

This Mobile RTK Signal Network Subscription Agreement (“**Agreement**”) is between “**You**” (the user of the John Deere Mobile RTK Signal Network) and the entity listed in Table 1, below (“**John Deere**”) for the location in which your headquarters is located if you are entering into this Contract on behalf of an organizational entity or your place of residence if you are entering into this contract as an individual (the “**Contract Jurisdiction**”). John Deere grants you access to the John Deere Mobile RTK Signal Network and will provide any associated services (“**Network**”) during the Term 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. ACCESSING OR USING THE NETWORK 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.

IF YOU WERE ASSIGNED THIS AGREEMENT FROM A THIRD PARTY (SUCH AS A JOHN DEERE DEALER), YOU UNDERSTAND AND AGREE THAT NO AGENCY RELATIONSHIP BETWEEN DEERE AND THAT THIRD PARTY IS IMPLIED OR SUGGESTED BY THE FACT THAT SUCH THIRD PARTY ASSIGNED THIS AGREEMENT TO YOU.

### 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 [www.stellarsupport.deere.com](http://www.stellarsupport.deere.com), or [http://my.jdmrtk.com/connection\\_info.cfm](http://my.jdmrtk.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.

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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**

You agree that John Deere may use any information that is generated by or collected as part of your use of the Network under this Agreement (“Your Information”) as provided below and in our Privacy and Data Statements published at [www.johndeere.com/privacy](http://www.johndeere.com/privacy). Your Information may include user information, IP addresses, names, physical addresses, contact information, location history, and usage logs. You grant John Deere, its affiliates, and its third-party suppliers the right to use Your Information as described in this Agreement and as needed to provide all services and functionalities provided under this Agreement, including providing access to the Network. This permission extends to third parties engaged by John Deere in connection with providing the Network and associated services. John Deere may disclose Your Information to outside parties when it has a good faith belief that disclosure is reasonably necessary to (a) comply with any applicable law, regulation or compulsory legal request; (b) protect the safety of any person from death or serious bodily injury; (c) prevent fraud or abuse against John Deere or its affiliates or third-party suppliers; (d) to protect John Deere’s property rights; or (e) defend John Deere and its affiliates, suppliers, or personnel from any legal proceedings arising out of Your use of the Network.

#### **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**

##### **6.1. John Deere Mobile RTK Signal subscription Promotion**

6.1.1. 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.

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

6.2.1. 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 [www.myjohndeere.com](http://www.myjohndeere.com) or with the assistance of a John Deere dealer.

6.2.2. 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.

6.2.3. 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.

6.2.4. 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.

6.2.5. If applicable, you and Assignee agree that John Deere may and will assign this Agreement to the entity listed in Table 1 below for the Assignee's Agreement Jurisdiction. Any such assignment by John Deere will be effective immediately upon any assignment of this Agreement by You.

6.2.6. 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

7.1. **Governing Law and Exclusive Forum.** The construction, interpretation and performance of this Agreement, as well as the legal relations of the parties, shall be governed by and construed in accordance with the laws identified as the Governing Law for the applicable Contract Jurisdiction in Table 1, without regard to its choice of law principles. All disputes arising under this Agreement shall be heard only by a court of competent jurisdiction in the Venue in the applicable Contract Jurisdiction in Table 1, and You submit to the jurisdiction of such courts for the purpose of litigating such disputes.

7.2. **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.

7.3. **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.

**Table 1**

<b>Contract Jurisdiction</b>	<b>Contracting Entity</b>	<b>Governing Law</b>	<b>Venue</b>
United States of America	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
Germany	John Deere GmbH & Co. KG Strassburger Allee 3 Kaiserslautern	Germany	Germany