

## John Deere AgLogic Connection License Agreement

Updated April 15, 2021

The Licensor identified below grants you this license to connect a single device to your John Deere AgLogic Account during the Term, and subject to the terms of this license agreement.

### A. Activation

You may activate this license ("**Activation**") by visiting a John Deere Dealer, who will contact us to activate your license.

### B. Data and Privacy, Terms of Use

All information collected under this license will be managed and governed as provided in the John Deere AgLogic Account Terms of Use. Your use of this license is subject to all terms of this license agreement and the terms of use governing your John Deere AgLogic Account.

### C. Fees and Taxes

1. **Fees.** Customer agrees to pay all applicable license fees. Such fees will be paid via a John Deere-approved payment method. If Customer 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 Customer. 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 Customer. John Deere may change payment terms at any time. If Customer becomes delinquent in the payment of any sum due, this license may be terminated. If Customer purchased or received this license from a third party (such as a Dealer), Customer is responsible to pay any license fees to the extent the third party has not paid, or does not pay, any such fees to John Deere, regardless of whether Customer has paid the third party for the assignment of this Contract.
2. **Taxes.** All prices and rates affiliated with this license 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 Customer hereunder, the Customer 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 Customer. Customer is responsible for payment of tax whether it is concurrently invoiced to Customer with the original invoiced amount or subsequently invoiced based on John Deere's later review of facts affecting Customer's tax status or determination that the laws of the country, state or province where the Services were delivered requires assessment and collection of tax. In the event that John Deere pays any such taxes on behalf of Customer, Customer will reimburse John Deere in accordance with Section C.1 above.

### D. Transferring, Reselling this License

1. **Prior to Activation.** During the term and prior to activation (described in Section A, above), you may transfer this license to any third party.
2. **After Activation.** During the term, and following activation, you may transfer this license only to a third party's active John Deere AgLogic Account.
3. **Notice of Resale.** For any resale or transfer under this Section, you must notify Deere or a John Deere Dealer. No transfer or resale is valid until this notice is received by Deere.

### E. Term, Termination

1. **Term.** This license is effective as of the date this license is ordered from Deere, and will expire as described below, unless terminated earlier in accordance with the terms of this Section 5. The initial term of this license (the "**Initial Term**") begins on the Effective Date and will continue in effect for a period of two years except as set forth below. If license is not activated (as provided in Section A, above) within the Initial Term, this license will expire at the end of the Initial Term. If license is activated within the Initial Term, this license will continue for the License Period, which will commence upon the date of Activation. The "**License Period**" is the subscription term agreed between John Deere and Customer prior to execution of this license, and confirmed in your AgLogic Activation Notice (for Activated licenses) or by contacting Deere. Customer can view license details by logging into the John Deere AgLogic Account and selecting "Licenses" under the "management tab." The License Period ends in all cases upon the earlier of the expiration of (i) the agreed license term or (ii) any termination of this license.

2. **Termination by Customer.** You may terminate this license following Activation at any time by closing your John Deere AgLogic Account as provided in the John Deere AgLogic Terms of Use, or by contacting Deere or a John Deere Dealer.
3. **Termination by John Deere.** We may suspend or end this license if you breach the terms of this license agreement or the terms of use governing your John Deere AgLogic Account, or, following Activation, in the event that your John Deere AgLogic Account is closed or suspended for any reason.
4. **Termination for Convenience by John Deere.** John Deere may terminate this license upon thirty (30) days prior written notice. Upon any termination of this license under this paragraph, John Deere will pay a prorated portion of any payments paid to John Deere under this license agreement. Such reimbursement will be John Deere's sole liability for any such termination for convenience.

#### **F. Licensor**

The Licensor under this License Agreement is the John Deere entity that supports your John Deere AgLogic Account. If you do not have a John Deere AgLogic Account, the Licensor is John Deere Special Technologies, Inc, One John Deere Place, Moline, Illinois 61265, USA.