



JOHN DEERE

Annex to the JDLink contract for John Deere Wireless Data Transfer

§1 Contracting parties

(1) This Agreement is concluded between the John Deere Intelligent Solutions Group, a branch of John Deere GmbH & Co. KG, Straßburger Allee 3, 67657 Kaiserslautern, hereinafter referred to as "John Deere - ISG" and the JD Link customer, hereinafter "Customer", and both jointly referred to as the "Parties".

§2 Preamble

(1) The use of John Deere Wireless Data Transfer shall be subject to the Customer concluding a JDLink telematics contract. The Customer shall conclude the JDLink contract at its own cost and under its own responsibility. This Agreement shall be part of the JDLink contract. John Deere shall provide the Customer with the product until the expiry of the contractual term, but no later than upon expiry of the JDLink telematics contract.

§3 Subject matter of the Agreement

(1) This Agreement shall regulate the use of the upgrade function John Deere Wireless Data Transfer.

(2) John Deere Wireless Data Transfer enables the MyJohnDeere user to:

- send manually or automatically setup and documentation data from the display to MyJohnDeere.com
- send manually setup or prescription files from MyJohnDeere to the display

Under MyJohnDeere the data sent wirelessly are available through Operation Center then MyFiles. Operation Center / My Files is available through different devices that have suitable Internet access (e.g. desktop, PC/tablet etc.). John Deere Wireless Data Transfer uses a communication modem/control unit (MTG), a cellular antenna and an Ethernet cable in order to send the setup and documentation data from the display to MyJohnDeere.com or receive setup and prescription files from MyJohnDeere.

(3) The use of John Deere Wireless Data Transfer is subject to a fee. The amount and payment terms of the applicable fee are indicated in the provisions of the JDLink contract.

(4) The Customer and John Deere - ISG agree that the provisions of the JDLink telematics contract shall also apply to the product. Should any provision of the JDLink telematics contract be inconsistent with this Agreement, the provisions of this Agreement shall take precedence.

(5) John Deere Wireless Data Transfer may only be used in conjunction with the MTG (JDLink) controller activated for it. The transfer or transmission or provision of the John Deere Wireless Data Transfer functionality shall be possible only in conjunction with a transfer or transmission or provision of the whole system in accordance with the provisions of the JDLink contract.

(6) The Customer shall in addition not undertake any alterations and/or manipulation of the product.

§4 Provision of the product

(1) The Customer shall receive the non-exclusive, transferable and sub-licensable right, limited to the JDLink term of use, to use the software contained in the product ("**Software**") for the purposes set out in this Agreement.

(2) In the event of a premature termination of the usage agreement (e.g. by termination of the JDLink contract), the usage right granted in §4 para. 1 of this Agreement shall end.

(3) The decompilation of the software in order to determine the source code is not permitted.

§5 Liability

(1) Liability is determined from the provisions of the JDLink contract.

§6 Transferability

(1) John Deere - ISG may transfer this Agreement or individual rights and obligations arising from it to a direct or indirect subsidiary of John Deere GmbH & Co. KG within the meaning of §6 para. 2 of this Agreement without the consent of the Customer. John Deere - ISG shall inform the Customer of the transfer in writing.

(2) A subsidiary of John Deere GmbH & Co. KG for the purposes of this Agreement is an enterprise, an incorporated company or other legal person in which Deere & Company holds or controls, directly or indirectly, more than fifty percent (50%) of the voting rights or ownership shares carrying one voting right. An enterprise may only be considered a subsidiary of Deere & Company as long as such ownership or control exists.

§7 Confidentiality

(1) The Parties agree to maintain secrecy with respect to all confidential information. For this, the JDLink non-disclosure provisions shall apply.

§8 Other provisions

(1) The Customer may not transfer any rights and obligations pertaining to or in association with this Agreement to third parties unless it has the prior written consent of John Deere - ISG to do so.

(2) Amendments and additions to the Agreement shall require the written form. This shall apply also to the amendment or cancellation of this clause.

(3) General terms and conditions of business of the Customer shall not apply.

(4) This Agreement shall be governed exclusively by German law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 04/11/1980 (CISG).

(5) All disputes arising within the scope of this Agreement and which cannot be amicably resolved shall be finally settled under the Rules of Arbitration of the ICC by one or more arbitrators appointed in accordance with the said Rules. All proceedings of the arbitration, including

arguments and briefs shall be conducted in English. Any award of the Arbitration Court shall state the reasons upon which it was based, shall be rendered in writing and shall be final and binding on both Parties. Place for arbitration hearings shall be Zurich (Switzerland).

(6) In the event that individual provisions of this Agreement are ineffective, this shall in principle not affect the validity of the remaining provisions. The Contracting Parties shall endeavor to find a replacement for the ineffective provision that best fulfills the purpose of the Agreement in legal and economic terms.

The Customer _____ (name, address)

has ordered the service described in the product contract above

for its device with serial number _____

and order number _____

The Customer has read the accompanying country-specific terms and conditions and hereby accepts these with its signature.

The Customer is aware and hereby accepts that the respective service order obligates it to pay a fee.

Signature of Customer

Date