



JOHN DEERE

JOHN DEERE TELEMATIC SUBSCRIPTION CONTRACT

IMPORTANT -- READ CAREFULLY. THIS IS A LEGAL CONTRACT BETWEEN YOU AND JOHN DEERE AND GOVERNS YOUR USE OF THE JOHN DEERE TELEMATIC SYSTEMS. 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.

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

This John Deere Telematic Subscription Contract (this "**Contract**") is between you ("**Customer**") 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 a corporate entity or your place of residence if you are entering into this contract as an individual (the "**Contract Jurisdiction**"). Customer warrants that Customer's Contract Jurisdiction is not Iceland, Kazakhstan, Liechtenstein, Norway, Switzerland, Ukraine, or a member state of the European Union and agrees that this Contract will not apply to any Customer whose Contract Jurisdiction is Iceland, Kazakhstan, Liechtenstein, Norway, Switzerland, Russia, Ukraine, or a member state of the European Union. Any "Country-Specific Terms" set out below Table 1 in this Contract for the Customer's Contract Jurisdiction form part of this Contract and this Contract must be read and construed accordingly. If there is any inconsistency between the "Country-Specific Terms" for the Customer's Contract Jurisdiction and the other provisions in this Contract, then the "Country-Specific Terms" for the Customer's Contract Jurisdiction prevail to the extent of the inconsistency and this Contract must be read and construed accordingly. This Contract is effective as of the date of execution (the "**Effective Date**").

John Deere has developed and markets various telematic systems consisting of telematic hardware, software, and services (the "**Telematic Systems**" or "**Systems**") and distributes the Systems through John Deere dealers and Hitachi dealers or other designated parties ("**Dealers**"). To collect and transfer data under this Agreement, Customer must activate one (and only one) compatible telematic gateway ("**Terminal**"). This Contract sets forth the terms governing Customer's activation and use of the Systems 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 the Customer wishes to activate more than one Terminal, the Customer must execute a separate Contract for each Terminal.

1. SERVICE.

1.1. Service. The "**Telematic Services**" (or "**Services**" or "**JDLINK Services**") are John Deere-proprietary telematic services, and may include JDLINK™ service, remote display access, wireless data transfer, location history, and other functionalities as further described in John Deere's standard product documentation. The Telematic Services include a proprietary web-based solution (the "**Web Functions**") resident on one or more servers (each a "**Server**"). The Web Functions allow Customer to use Customer'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 Telematic Services also include 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 machine. Any terrestrial or satellite-based communications services necessary for the provision of the Telematic Services 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 Telematic Services include 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 Services pursuant to this Contract.

1.2. Use of Web Functions. During the Subscription Period, Customer will have access to and use of the Web Functions available at www.jdlink.com or myjohndeere.com (the "**Telematic Web Interface**"), a website managed by John Deere. John Deere will assign to Customer user name(s) and password(s) for Customer's use of the Web Functions. Customer will control access to and use of the user name(s) and password(s) by Customer's employees, and Customer will promptly notify John Deere of any unauthorized use of the user name(s) or password(s). Customer will not (i) permit access to or use of the Web Functions via the Customer user name and/or password by any third parties, or (ii) assign or transfer access to the Web Functions or use the Web Functions except as set forth in Section 6.6 of this Contract. If Customer desires to provide access to Customer's account to a third party, Customer may grant access to the third party via the Web Functions after the third party creates its own user name and password. However, Customer assumes full responsibility for the actions of any such third party with respect to the System. To use the Web Functions, Customer 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. Customer 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 Customer's computer and the Servers. Customer'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, Customer's access to, and use of, the Telematic Web Interface will be conditioned upon acceptance of any additional terms and conditions presented by John Deere at the time of log-in or access to the Web Functions.

1.3. Service Activation. To enable Customer to use the Telematic Systems on a particular Terminal, the Telematic Services 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 Services during the Subscription Period, but in some cases Activation may be accomplished wirelessly or via John Deere's support website (www.stellarsupport.deere.com). The Activation may also be performed by a Dealer acting at the direction of and on behalf of the Customer.

At the time of Activation, the Telematic Services 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 Telematic Services governed by this Contract will cease, unless Customer elects to purchase an additional John Deere Telematic Subscription Contract. This Contract does not automatically renew. If any terms and conditions are presented to Customer by John Deere at the time of purchase, activation, or renewal of an additional Services Subscription Period on or after the Effective Date, including a more recent version of this Contract, Customer must accept such terms to enable such additional Subscription Period. In the event of any conflict between such terms and the terms of this Contract, the terms presented at the time of purchase, activation or renewal of the additional Services Subscription Period shall prevail. As part of the provision of the Telematic Services, the Terminal may be assigned a unique mobile or satellite communication code. Customer acknowledges that Customer 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 Services. John Deere may restrict or cancel, at its sole discretion, Customer's Services under this Contract if there is a reasonable suspicion of Abuse or Fraudulent Use. Customer will not abuse or make fraudulent use of the Services, and agrees (a) not to engage or participate in, or permit, any Abuse or Fraudulent Use of the Services, (b) to promptly report to Dealer (or to John Deere if Customer is a Dealer) any such Abuse or Fraudulent Use of which Customer 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. Customer is solely liable for charges, costs or damages resulting from Abuse or Fraudulent Use. "Abuse or Fraudulent Use" of the Services includes, but is not limited to:

- (i) Accessing, altering, or interfering with the communications of and/or information about another customer 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 Services are provided or operating the System Hardware in a manner that violates applicable law or governmental regulation;
- (iv) Using Services in such a manner so as to interfere unreasonably with the use of service by one or more other customers or end users or to interfere unreasonably with John Deere's or any Underlying Wireless Provider's ability to provide service;
- (v) Using Services to convey obscene, prurient, defamatory, salacious, or unlawful information or copyrighted content that is not the property of Customer;
- (vi) Using Services without permission on a stolen or lost device;
- (vii) Unauthorized access to Services or any Underlying Wireless Provider's service;
- (viii) Using the Services to provide voice over IP services, or tethering or tapping into the Services to provide telematic services other than the Services;
- (ix) Using any scheme, false representation or false credit device, with the intent to avoid payment, in whole or in part, for Services;
- (x) Excessive use of the Services (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 Services outside the Customer'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 the System Data files, programs, procedures, or information related to Customer or any other John Deere customer;
- (xv) Use with the intent to reverse engineer or clone the System, or any attempt to create a substitute or similar service through use of, or access to, the Services;
- (xvi) Use for any unlawful, illegal or fraudulent purpose;
- (xvii) Tracking the location of any person without first obtaining all necessary approvals from such person to permit the Customer 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, Customer will not be credited or refunded any charges for Services interruptions resulting from any restriction or cancellation of Services under this Section or any prepayment for Services during the period of such restriction or following such cancellation.

1.5 SMS Messaging. If Customer elects to receive short message service (“SMS”) messages to Customer’s mobile device and/or email messages as part of the Services, Customer hereby authorizes John Deere to send SMS messages and/or email messages to Customer and agrees to be bound by the additional terms set forth at www.jdlink.com. To elect to receive SMS messages on a mobile device, Customer must be, and warrants that Customer is, the authorized user of the mobile device. SMS messages may be received on mobile devices utilizing the wireless carriers identified at www.jdlink.com. Customer acknowledges that Customer has the option for the term of this Contract to opt-in or opt-out of receiving SMS and/or email messages. For assistance with SMS message issues, Customers may visit www.jdlink.com/SMSHelp, email jdlinksupport@JohnDeere.com, or call 800-251-9928, or text HELP to 74765. To opt-out of receiving SMS messages, Customers in must text STOP to 74765. The number of SMS messages received by Customer will vary depending upon machine activity. Customer’s receipt of SMS messages may result in Customer incurring additional messaging or data fees from Customer’s wireless carrier for which Customer is solely liable.

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**.” Customer’s use of the System Hardware in connection with the Services 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 Customer for the reimbursement of any additional expenses incurred by John Deere, if Customer uses the SIM Card for any purpose other than utilizing the Services. Customer 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. Customer will include as a condition in any sale, rental, lease or other transfer of the activated System Hardware by Customer to any third party for use with the Services the requirement that such third party assume this Contract as provided in Section 6.6. To the extent that Customer permits a third party to use Customer’s System Hardware, Customer acknowledges and agrees that such third party may have access to System Data, as further described below.

2.2 Software. Services 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 Customer a non-exclusive, revocable license to use the System Software solely (i) in conjunction with use of the System, and (ii) with System Hardware. John Deere further grants Customer the right to transfer its 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. John Deere may condition its agreement to provide the Services to any Assignee upon John Deere’s approval of Assignee’s creditworthiness, the payment by Assignee of a re-licensing fee and/or the upgrade of System Hardware at Assignee’s expense, or such other factors as John Deere may determine in its sole discretion. Customer agrees that John Deere may update the System Software on any of Customer’s System Hardware during the term of this Contract as often as is deemed appropriate by John Deere.

3. DATA.

3.1. Machine Data and System Data. Any data that is generated by the use of, collected by, or stored in John Deere machinery and equipment pursuant to this Contract, including the System Hardware and any hardware or devices interfacing with John Deere machinery and equipment, together with any other data added to the web portion of the Telematic Services by Customer, will be considered “**Machine Data**”. Some Machine Data will be accessible via the Web Functions. Machine Data (including any Machine Data collected pursuant to any separate Telematic Subscription Contracts between John Deere and Customer) together with any other data added to the web portion of the Telematic Services by Customer will be collectively referred to as the “**System Data**”. John Deere will host, manage, and use the System Data pursuant to the terms of this Contract.

3.2. Access to and Use of System Data. John Deere may provide and/or discontinue access to and use of System Data to Dealers, including the Dealer that sold Customer the System. Customer may also authorize or, as set forth in Section 3.4.1, restrict Dealer access via the Web Functions. Dealers authorized by John Deere or Customer to access and use Customer’s System Data are “**Authorized Dealers**.” John Deere may provide Authorized Dealers information and data for the purpose of servicing Customer’s equipment, including machine diagnostics, remote servicing, and machine component software updates. Customer agrees that John Deere and Authorized Dealers may access and use System Data for their business purposes notwithstanding any other provisions herein, and Customer hereby authorizes John Deere and Authorized Dealers to do so. John Deere and Authorized Dealers may use System Data for their business purposes, including, but not limited to: (a) to provide services to Customer, (b) to check, maintain, diagnose, update or repair Customer’s equipment, (c) to enable John Deere or a third party to improve or develop John Deere products, John Deere services, or components of John Deere products and services, (d) to help Customer manage a fleet, (e) to identify new usage types of equipment, (f) to comply with or enforce legal or contractual requirements, including disclosure to a court or other governmental body in response to a valid order, (g) to offer Customer products or services, (h) to comply with a request from Customer, or (i) to disclose the System Data to a third party necessary to accomplish (a) through (h).

3.3. Data Collection. Customer acknowledges that it has been notified of John Deere’s data collection practices (available at www.deere.com) and agrees that John Deere may use the System Data as described therein and in this Contract. Customer acknowledges and agrees that the System Data may be transferred out of the country where the System Data is generated to other destinations, including but not limited to the United States of America. In the event that the System Data includes Customer’s or third parties’ personal information, Customer 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 System Data as set forth in this Contract. CUSTOMER WARRANTS THAT IT HAS OBTAINED ANY NECESSARY CONSENT FROM ITS EMPLOYEES OR ANY OTHER RELEVANT THIRD PARTIES, INCLUDING WITH RESPECT TO THE TRANSFER OF SYSTEM DATA 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 SYSTEM DATA AS SET FORTH IN THIS CONTRACT. UNLESS AND UNTIL CUSTOMER REQUESTS REMOVAL OF JOHN DEERE’S ACCESS TO AND USE OF SYSTEM DATA, AS SET FORTH IN SECTION 3.4 BELOW, JOHN DEERE WILL CONTINUE TO HAVE ACCESS TO AND USE OF PAST, CURRENT AND FUTURE SYSTEM DATA DURING AND AFTER THE TERM OF THIS CONTRACT AND THE SUBSCRIPTION PERIOD.

3.4. Restriction of Data Access and Usage.

3.4.1. Dealers. Customer may request that John Deere remove access to and use of System Data to specific Dealers via the Web Functions. John Deere will effectuate such removal within thirty (30) days of Customer’s valid request made pursuant to Paragraph 6.9

below. Any such restricted Dealer may continue to have access to System Data collected by the System prior to John Deere's removal of the Dealer's access. Removal of a Dealer's access to and use of System Data may prevent the Dealer from providing remote machine diagnostics, remote machine servicing or other services to Customer.

3.4.2. John Deere. While Customer subscribes to Telematic Services, Customer may not restrict John Deere's access to and use of System Data. If Customer desires to restrict John Deere's access, Customer must terminate this Contract (as set forth in Section 5.4) and all other Telematic Subscription Contracts between Customer and John Deere, and request via the Web Functions that John Deere remove John Deere's access to and use of all System Data governed by this and any other Telematic Subscription Contracts between Customer and John Deere. John Deere will effectuate such removal within thirty (30) days of Customer's valid request made pursuant to Paragraph 6.9 below. John Deere will continue to have access to System Data collected by the System prior to John Deere's removal of John Deere's access. Removal of John Deere's access to and use of System Data will prevent Customer from receiving remote machine diagnostics, remote machine servicing or other services from John Deere.

3.4.3 Data Elections. If Customer associates multiple activated Terminals together in the Telematic Web Interface or through the Web Functions, Customer will not be able to set different data access permissions for each individual Terminal. Rather, Customer must make the same data access permissions for all such associated activated Terminals.

3.4.4. Data Retention Policy. Unless and until Customer requests removal of John Deere's access to and use of System Data, as set forth in Section 3.4.2 above, John Deere will store the System Data during the Subscription Period, provided such data storage is in compliance with all applicable federal, state, provincial and local laws and regulations, including, but not limited to, as applicable, laws of non-US jurisdictions where System Data is stored. John Deere will have the right, but not the obligation, to store the System Data indefinitely, or to delete the System Data at any time upon expiration of the above-stated retention periods provided such data storage is in compliance with all applicable federal, state, provincial, and local laws and regulations, including, but not limited to, as applicable, laws of non-US jurisdictions where System Data is stored. Customer acknowledges and agrees that messaging and position System Data 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. If Customer transfers ownership of any System Hardware to another party, Customer may no longer have access to the System Data affiliated with the System Hardware that is collected after the transfer.

4. INVOICING AND PAYMENT.

4.1. Payment. Customer agrees to pay all applicable Services fees. Such fees will be paid via a John Deere-approved payment method selected by Customer and communicated to John Deere. 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, John Deere will not be obligated to continue performance under this Contract. **If Customer purchased or received this Contract from a third party (such as a Dealer), Customer is responsible to pay Telematic Services 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 Customer has paid the third party for the assignment of this Contract.**

4.2. Taxes. All prices and rates affiliated with the Services 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 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 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 Customer 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 Customer, provided that, if a default event described in items (i), (ii), (iii), or (iv) of this Section 5.2 is capable of remedy, then Customer 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 Customer to pay all sums when due, which it is obligated to pay hereunder; (ii) any unauthorized disclosure or use of the Services for an unauthorized purpose by Customer; (iii) any invalid, incomplete, or unenforceable assignment by Customer as determined by John Deere; (iv) any event which would constitute a default or breach by Customer of any agreement, including this Contract) between Customer and John Deere; or (v) 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 Customer. The Customer 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 Customer. Unless such termination is for the purpose of compliance with applicable laws, regulations, or court orders, upon such termination, John Deere will reimburse Customer a prorated portion of the Service fees Customer has paid to John Deere. To the extent permitted under applicable law, any such reimbursement will be John Deere's sole liability to Customer for any such termination for convenience.

5.4. Termination for Convenience by Customer. Customer may terminate this Contract upon thirty (30) days notice to John Deere. Upon any termination of this Contract under this paragraph, Customer will not be entitled to any refund of any fees paid by Customer for the Services or System Hardware and Customer will no longer have access to the System Data 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 Customer's sole and exclusive remedies for any damages arising from the performance or nonperformance under this Contract related to the use of the Services will be the remedies set forth herein; and (ii) John Deere will not be liable for any loss or damage arising from Customer's failure to comply with the provisions set forth in this Contract.

CUSTOMER ACKNOWLEDGES THAT THE TELEMATIC SERVICES 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 CUSTOMER UNDERSTANDS THAT IT WILL BEAR ALL RESPONSIBILITY, RISK AND COST ASSOCIATED WITH DEVELOPING AND MAINTAINING ITS BUSINESS. CUSTOMER ACKNOWLEDGES THAT IT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ANY DEALER AND JOHN DEERE OR BETWEEN JOHN DEERE AND THE UNDERLYING WIRELESS PROVIDERS. CUSTOMER 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 CUSTOMER, ANY EMPLOYEE OF CUSTOMER, OR ANY THIRD PARTY USING TELEMATIC SERVICES THROUGH CUSTOMER 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 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 DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND CUSTOMER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIMS FOR SUCH DAMAGES. TO THE EXTENT NOT EXCLUDED BY THE FOREGOING, CUSTOMER'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 TELEMATIC SERVICES PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00). CUSTOMER 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.

CUSTOMER 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. CUSTOMER ACKNOWLEDGES THAT ANY MAPS PROVIDED MAY NOT REFLECT TEMPORARY CHANGES IN COVERAGE OR COVERAGE GAPS THAT ARE LIMITED IN SCOPE. CUSTOMER 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 CUSTOMER 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, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS PROVIDERS' NETWORKS USED TO ENABLE THE TELEMATIC SERVICES HAVE MANY COMPLEX ELEMENTS AND ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS, VIRUSES, OR INTERCEPTORS. CUSTOMER 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 CUSTOMER, ANY EMPLOYEE OF CUSTOMER, OR ANY THIRD PARTY USING TELEMATIC SERVICES THROUGH CUSTOMER FOR ANY LACK OF PERSONAL PRIVACY OR SECURITY. CUSTOMER 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 TELEMATIC SERVICES 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 TELEMATIC SERVICES. EACH OF JOHN DEERE AND ITS AFFILIATES, AND THE UNDERLYING WIRELESS PROVIDERS AND THEIR AFFILIATES EXPRESSLY DISCLAIMS, AND CUSTOMER 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 TELEMATIC SERVICES 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. Customer 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, Customer 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 Customer'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 Customer for an unauthorized purpose; (iv) data content or other information transmitted by Customer, its employees or its independent contractors over the System; (v) any Abuse or Fraudulent Use by Customer or anyone accessing the Services through Customer or Customer's Terminal; or (v) any material breach by Customer of any of the terms and conditions of this Contract. Customer 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 Customer'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 Customer's use of the System, except to the extent any such liabilities, losses, damages, claims, actions, judgments or expenses are caused the Deere Indemnified Party's gross negligence or willful misconduct.

6.4. Independent Contractors, No Agency Relationship. Customer 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. Customer further acknowledges and agrees that Dealers are independent third parties that do not represent John Deere, nor are they authorized to act on behalf of John Deere or bind John Deere to any obligation.

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 Customer 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. Customer may transfer or assign this Contract to a third party end user (“**Assignee**”) only as follows:

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

6.6.2 Second, Customer must obtain an affirmative acknowledgement from the Assignee that the Assignee understands these terms and is willing to be bound by them in place of the Customer.

6.6.3 Third, upon receipt of the Assignee's acknowledgement that it understands and agrees to be bound by these terms, Customer must notify John Deere that it intends to assign this Contract to the Assignee. In this notice, the Customer 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 place of Customer. Notices under this paragraph must be delivered to John Deere through a Dealer, who may charge Customer, Assignee, or both a fee for providing this service.

6.6.4 Customer may then assign this Contract to the Assignee in return for the Assignee's promise to be bound as the “Customer” under this Contract and for any other consideration agreed by Customer and Assignee. Upon receipt of the Customer's notice of assignment (described in Paragraph 6.6.3 above), John Deere will, subject to Paragraph 6.6.6 below, electronically notify the Assignee that this Contract has been assigned to Assignee and that use of the Services is governed by these terms and conditions. Prior to any assignment of this Contract, Customer should review Section 3 of this Contract, and any applicable “Country-Specific Terms” set out below Table 1 in this Contract, and consider whether to change any of Customer's elections relating to data access and use.

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

6.6.6 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 in Paragraph 6.6.4 above) will constitute John Deere's consent to assignment of this Contract to Assignee. John Deere may additionally require the Assignee to execute a certification confirming the Assignee's assumption in a form requested by John Deere prior to, upon or at any time after such assignment. Notwithstanding such assignment, Customer understands and agrees that Customer will remain jointly and severally liable with the Assignee (and any subsequent Assignee) for all Customer's payment obligations hereunder, and Customer further understands and agrees that Customer is solely responsible for any damages or losses resulting from an incomplete, invalid, partial, unenforceable, or other imperfect assignment by Customer of this Contract.

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 Customer may be delivered to the email address provided by Customer 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. Customer 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. Customer 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. Customer 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. **Customer will use the Products only in a country that is listed as an available country on www.jdlink.com.**

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 Customer 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.

Table 1

Contract Jurisdiction	Contracting Entity	Governing Law	Venue
United States of America, Chile, Mexico, Peru, Puerto Rico	John Deere Shared Services, Inc. One John Deere Place Moline, IL 61265 U.S.A	State of Illinois, USA	Rock Island County, Illinois, USA
Argentina	Industrias John Deere Argentina, S.A. Casilla de Correo 80 Rosario (Santa Fe), 2000, Argentina	Argentina	Unless contrary to applicable laws, the venue shall be the Autonomous City of Buenos Aires, Argentina
Australia or New Zealand	John Deere Limited (Australia) Attn: Complete Goods Manager 166-170 Magnesium Drive Crestmead, Queensland, 4132 Australia	Queensland, Australia	Queensland, Australia
Canada	John Deere Canada ULC 295 Hunter Road P.O. Box 1000 Grimsby, ON L3M 4H5	Province of Ontario, Canada	Province of Ontario, Canada
Bahamas, Colombia, Costa Rica, Ecuador, Guatemala, Haiti, Honduras, Jamaica, Paraguay, Trinidad & Tobago, Uruguay, Venezuela	Industrias John Deere, S.A. de C.V. Boulevard Diaz Ordaz #500 Garza Garcia Nuevo Leon 66210, Mexico	State of Nuevo Leon, Mexico	State of Nuevo Leon, Mexico
Republic of South Africa	John Deere (Pty) Limited Hughes 47, Oscar Street 303, Hughes 1459 Gauteng, South Africa	Province of Gauteng, South Africa	Province of Gauteng, South Africa
Other (Excluding Iceland, Kazakhstan, Liechtenstein, Norway, Switzerland, Ukraine, and countries in the European Union)	John Deere International Rheinweg 11 8200 Schaffhausen, Switzerland	State of Illinois, USA	Rock Island County, Illinois, USA

Country-Specific Terms

ARGENTINA

Modification of Section 5.3. The last sentence of Section 5.3 shall not apply to Customers in Argentina.

Modification of Section 5.4. Customers in Argentina may revoke their acceptance of this Contract, without incurring any liability, within 10 (ten) calendar days after the Effective Date. In such case, John Deere shall refund to Customer the price paid by Customer under this Contract.

Modification of Section 6.1. The following terms in Section 6.1 shall not apply to Customers in Argentina:

- (i) "AND CUSTOMER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIMS FOR SUCH DAMAGES"; and
- (ii) "TO THE EXTENT NOT EXCLUDED BY THE FOREGOING, CUSTOMER'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 TELEMATIC SERVICES PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00)."

AUSTRALIA

1. 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 Customer 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 its rights under the *Copyright Act 1968* (Cth). John Deere further grants Customer the right to transfer its 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. John Deere may condition its agreement to provide the Services to any Assignee upon John Deere's approval of Assignee's creditworthiness, the payment by Assignee of a re-licensing fee and/or the upgrade of System Hardware at Assignee's expense, or such other factors as John Deere may determine in its sole discretion. Customer agrees that John Deere may update the System Software on any of Customer's System Hardware during the Term of this Contract as often as is deemed appropriate by John Deere.

2. On and from 12 March 2014, the following Sections 3.5 and 3.6 form part of the Contract and must be read as if they follow Section 3.4 of the Contract:

3.5 Information regarding the *Privacy Act 1988* (Cth). John Deere expressly informs the Customer that, as a result of the consent given by the Customer at Section 3.3 of this Contract, Australian Privacy Principle 8.1 does not apply to the disclosure of personal information by John Deere to any overseas recipient.

3.6 Consent to disclose personal information to overseas recipients. The Customer (i) acknowledges and agrees that it has been informed by John Deere 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 Section 3.3 of this Contract, and (ii) for the avoidance of doubt and notwithstanding the consent given under Section 3.3 of this Contract, expressly consents to any such disclosure after having been so informed.

3. 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.

4. 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, to the extent that the Customer is entitled to the protection of any of the

consumer guarantees in Part 3-2 of the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) Sections 6.1 and 6.2 of this Contract do not invalidate, modify or otherwise limit those consumer guarantees.

If any condition or warranty is implied into this document under any applicable legislation, and cannot be excluded, the liability of John Deere for breach of the condition or warranty is limited to one of the following, at the option of Customer:

- (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.

BAHAMAS

The following Clauses apply to Contracts entered into with Customers in The Bahamas:

Customs Clearance. Customer shall comply with any and all applicable customs laws and regulations in force from time to time in The Bahamas as it relates to the importation of the Products. Customer shall be solely responsible for the fulfillment of any obligations in this regard, unless the relevant Dealer is located within The Bahamas and conducts business within The Bahamas in which case such Dealer would be responsible for the fulfillment of any Customs obligations. John Deere shall not have any responsibility for the compliance with customs laws and regulations.

Personal Information. To the extent that the System Data constitutes "personal information" as defined under the Data Protection (Privacy of Personal Information) Act (Ch. 324, Statute Laws of The Bahamas), the relevant provisions of the Data Protection Act Shall apply to the use, collection, storage or disclosure of such personal information by John Deere and authorised Dealers. Customer hereby acknowledges that it has been duly notified and informed of the purpose of storing the System Data and the possible disclosure of the System Data and expressly authorizes the treatment of the System Data, including the possible disclosure thereof to third parties, as set forth in Clause 3 of the Contract.

CHILE

Redemption right: For the purposes of article 3 bis letter b) of the Customers Rights Protection law (law N° 19.496), John Deere expressly states that Customer will not be entitled to unilaterally terminate the Contract under the terms of such article.

Authorization for the treatment of personal data: For the purposes of the Data Protection Law (law N° 19.628), Customer acknowledges that it has been duly informed of the purpose of the storing of personal data and the possible communication of such data to third parties and Customer expressly authorizes the treatment of personal data, as set forth in Section 3 of the Contract.

Customs clearance. Customer shall comply with all and any applicable customs regulations for the importation of the Products and shall be solely responsible for the fulfillment of any obligations in this regard, unless the relevant Dealer is located within Chile in which case such Dealer would be responsible for the fulfillment of such obligations. John Deere shall not have any responsibility for the compliance with customs regulations.

Modification of Section 2.2.: The following expression in Section 2.2 shall not apply to Customers in Chile:

“ or such other factors as John Deere may determine in its sole discretion.

Modification of Sections 3.4.1 and 3.4.2. John Deere shall remove access as defined in Sections 3.4.1 and 3.4.2 in two (2) working days for Customers in Chile.

Modification of Section 3.4.2: The following expression in Section 3.4.2 shall not apply to Customers in Chile:

“John Deere will continue to have access to System Data collected by the System prior to John Deere’s removal of John Deere’s access.”

Modification of Section 4.1: The following expression in Section 4.1 shall not apply to Customers in Chile:

“John Deere may change payment terms at any time”.

Modification of Section 5.3: Section 5.3 shall not apply to Customers in Chile.

Modification of Section 6.1.

- (i) The third sentence of section 6.1 shall be amended in following manner:

EXCEPT WHEN JOHN DEERE FAILS TO COMPLY WITH THE PROVISIONS SET FORTH IN THIS CONTRACT OR WHEN DAMAGES ARISE FROM JOHN DEERE’S GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, CUSTOMER UNDERSTANDS AND AGREES THAT IN NO EVENT WILL JOHN DEERE, ITS UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES HAVE ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER, ANY EMPLOYEE OF CUSTOMER, OR ANY THIRD PARTY USING TELEMATIC SERVICES THROUGH CUSTOMER IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR 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 OR THE 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.

(ii) The following term in Section 6.1 shall not apply to Customers in Chile:

“AND CUSTOMER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIMS FOR SUCH DAMAGES”.

Modification of Section 6.2. The following terms in Section 6.1 shall not apply to Customers in Chile:

“AND CUSTOMER EXPRESSLY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES ARISING IN LAW OR OTHERWISE”

Modification of Section 6.5. In Chile, the governing language of this Contract shall be Spanish.

Modification of Section 6.10: The following expression in Section 6.10 shall not apply to Customers in Chile:

“Except for the payment of money”.

COLOMBIA

Personal data protection - Consent to administer and treat personal data: Customer grants free, prior and express consent to John Deere to collect, use, administer or treat Customer’s personal data under the terms stated herein and in compliance with the Colombian regime for personal data protection.

Customer represents that Customer has been informed and understands the rights to which Customer is entitled under the applicable legislation and judicial precedents, and which are summarized as follows:

- a. To know, update and rectify the personal data with John Deere or any other entity responsible for the handling of the personal data. This right may be exercised, among others, against partial, inaccurate, incomplete, or misleading data, or data whose handling is expressly prohibited or not authorized.
- b. To request evidence of the authorization granted to the entity responsible for the handling of the personal data, unless such authorization is not required.
- c. To be informed, upon prior request, of the use of the personal data by the entity responsible for handling the data.
- d. To submit to the Superintendence of Industry and Commerce or any other supervising authority claims of violations of Colombia’s personal data regulations.
- e. To revoke the authorization and/or request the elimination of the personal data when the handling of the data does not respect the constitutional and legal principles, rights and guarantees. The revocation and/or elimination would only proceed if the Superintendence of Industry and Commerce has determined that entity handling the data has engaged in conduct contrary to Colombia’s data privacy regime.
- f. To access Customer’s personal data without any cost.

The Customer also hereby declares that Customer is aware of its right to refuse to provide to John Deere any sensitive data, which is any information that may affect Customer’s privacy and/or the misuse of which may lead to discrimination.

Modification of Section 1.4. The last sentence of Section 1.4 will not apply for Customers in Colombia.

Modification of Sections 3.4.1 and 3.4.2. For Customers in Colombia, the time for John Deere to effectuate removal of access to data as discussed in Sections 3.4.1 and 3.4.2 is 23 days, rather than 30 days.

Modification of Section 6.2. Section 6.2 will have the following wording for Customers in Colombia:

“6.2 Disclaimer of Warranties. THE TELEMATIC SERVICES AND TELEMATIC SOFTWARE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.”

COSTA RICA

Modification of Section 4.1. Section 4.1 will have the following wording for Customers in Costa Rica:

“4.1 Payment. Customer agrees to pay all applicable Services fees plus any and all applicable taxes.. Such fees will be paid via a John Deere-approved payment method selected by Customer and communicated to John Deere. If Customer fails to make any portion of such payment, a late charge of the lesser of 1.5% per month (18% per annum) or 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 charge to Customer. John Deere may change payment terms at any time. If Customer becomes delinquent in the payment of any sum due, John Deere will not be obligated to continue performance under this Contract. **If Customer purchased or received this Contract from a third party (such as a Dealer), Customer is responsible to pay Telematic Services fees as set forth above to the extent the third party has not paid, or does not pay, John Deere, regardless of whether Customer has paid the third party for the assignment of this Contract.”**

Modification of Section 6.2. Section 6.2 will have the following wording for Customers in Costa Rica:

“6.2 Disclaimer of Warranties. IN ACCORDANCE WITH COSTA RICAN LAW, JOHN DEERE WARRANTS THAT THE SERVICE SHALL BE PROVIDED AS DESCRIBED IN THIS CONTRACT FOR AT LEAST THIRTY (30) DAYS FROM THE EFFECTIVE DATE. OTHER THAN THIS SPECIFIC WARRANTY, THE SERVICE PROVIDED UNDER THIS CONTRACT IS PROVIDED “AS IS” AND THERE ARE NO

WARRANTIES MADE BY JOHN DEERE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.”

Language. In Costa Rica, the governing language of this Contract shall be Spanish.

DOMINICAN REPUBLIC

You understand and agree that John Deere offers the Systems, Service, and JDLink Service solely for use in production activities, including commercial agriculture and construction operations. The Systems, Service, and JDLink Service are not intended for personal, family, or social use, and may not be purchased for personal, family, or social use. Consequently, you and John Deere understand, agree, and intend that the provisions of *Law 358-05 as of September 9, 2005 on the Protection of Consumer and User Rights* and its *Rules for Application* (the "**DR Consumer Protection Law**") do not apply to this transaction or Contract.

Please take note that no provision of this Contract does, or purports to, limit or exempt John Deere from any liability, including (without limitation) for any loss directly or indirectly attributable to John Deere's gross negligence or willful default or that of any other person acting for or controlled by John Deere, to the extent that the law does not allow such a limitation or exemption. No provision of this Contract requires you to assume risk or liability, including (without limitation) for any loss directly or indirectly attributable to the gross negligence of John Deere or any person acting for or controlled by John Deere, to the extent that the law does not allow such an assumption of risk or liability. It is not intended that any provision of this Contract contravenes any provision of the **DR Consumer Protection Law** and therefore all provisions of this Contract are qualified, to the extent necessary by law, to ensure full compliance with the provisions of the **DR Consumer Protection Law**. The parties therefore understand, agree, and intend that each Section of the Contract applies only to the furthest extent permitted by applicable law, including without limitation:

- John Deere's right to discontinue service to prevent Unauthorized Purposes (Section 1.4);
- the payment provisions (Section 4.1);
- John Deere's limitation of liability (Section 6.1);
- John Deere's limitation of warranty (Section 6.2);
- the customer indemnification (Section 6.3));
- the choice of law and venue provisions (Section. 6.5);
- the restriction on assignments and transfers (Section 6.6); and
- the notice requirements (Section 6.9).

Language. In Dominican Republic, the governing language of this Contract shall be Spanish

ECUADOR

Modification of Section 6.1. If Customer is a natural person residing in Ecuador, the second paragraph of Section 6.1 shall not apply.

Modification of Section 6.2. If Customer is a natural person residing in Ecuador, Section 6.2 shall not apply.

Language. If Customer is a natural person residing in Ecuador, the governing language of this Contract shall be Spanish.

GUATEMALA

Early Termination Right: Section 5.3 of the Contract must be understood as referring to a unilateral Termination at John Deere's behest.

Commercialization and Distribution of Personal Data: For the purposes of article 64 of the Public Information Access Law, personal data and sensible personal data may not be commercialized or distributed without prior express authorization from data subject.

Limitation of Liability and Remedies: Penultimate sentence in Section 6.1 is amended in the following manner:

“TO THE EXTENT NOT EXCLUDED BY THE FOREGOING AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER'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 TELEMATIC SERVICES PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).”

Haiti

Customers in Haiti must sign this Contract. The Parties agree that the Effective Date for this Contract is: _____. The Parties agree that the Subscription Period for this Contract is: _____.

Modification of Section 4.1. Section 4.1 will have the following wording for Customers in Haiti:

“4.1 Payment. Customer agrees to pay all applicable Services fees plus any and all applicable taxes. Such fees will be paid via a John Deere-approved payment method selected by Customer and communicated to John Deere. If Customer fails to make any portion of such payment, a late charge of the lesser of 1.5% per month (18% per annum) or 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 charge to Customer. If Customer becomes delinquent in the payment of any sum due, John Deere will not be obligated to continue performance under this Contract. **If Customer purchased or received this Contract from a third party (such as a Dealer), Customer is responsible to pay Telematic Services 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 Customer has paid the third party for the assignment of this Contract.”

Modification of Section 5.3. Notices under Section 5.3 to Customers in Haiti must be in writing.

Modification of Section 5.4. Notices under Section 5.4 from Customers in Haiti must be in writing.

Modification of Section 6.3. Section 6.3 will have the following wording for Customers in Haiti:

6.3. Customer Indemnification. Customer will pay to or promptly reimburse to John Deere all of the latter's expenses made to defend and will hold John Deere, its Affiliates, any affected Underlying Wireless Provider and the Satellite Provider (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) (**“indemnify”**) and defend and hold John Deere and its Affiliates (including their respective directors, officers, employees and agents) 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 Customer'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 Customer for an unauthorized purpose; (iv) data content or other information transmitted by Customer, its employees or its independent contractors over the System; (v) any Abuse or Fraudulent Use by Customer or anyone accessing the Services through Customer or Customer's Terminal; or (v) any material breach by Customer of any of the terms and conditions of this Contract. Customer 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 Customer's use, failure to use, or inability to use of the System or the wireless or satellite services provided by the Underlying Wireless Provider(s) and the Satellite Provider, as well as from any third party intellectual property infringement claims arising out of or relating in any way with respect to Customer's use of the System, except to the extent any such liabilities, losses, damages, claims, actions, judgments or expenses are caused the Deere Indemnified Party's gross negligence or willful misconduct. Customer agrees to indemnify and hold harmless each Deere Indemnified Party against any and all claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with use, except where the claims result from the Underlying Wireless Provider's or the Satellite Provider's, as applicable, gross negligence or willful misconduct. The indemnities in this Section will survive the termination of this Contract.”

Modification of Section 6.6. Section 6.6 will have the following wording for Customers in Haiti:

6.6. Assignment. Customer may transfer or assign this Contract to a third party end user (**“Assignee”**) only as follows:

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

6.6.2 Second, Customer must obtain an affirmative, written, signed and dated acknowledgement from the Assignee that the Assignee understands these terms and is willing to be bound by them in place of the Customer, and specifying that the Assignee is willing to be responsible for all payment obligations of the Customer that were not made to John Deere with an acknowledgment of the total amounts of such unpaid obligations. .

6.6.3 Third, upon receipt of the Assignee's acknowledgement that it understands and agrees to be bound by these terms, Customer must notify John Deere that it intends to assign this Contract to the Assignee. In this notice, the Customer 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 place of Customer. The notice must also indicate that the Customer has disclosed to the Assignee the total amount of payment obligations that the Assignee will incur as a result of the assignment. Notices under this paragraph must be delivered to John Deere through a Dealer, who may charge Customer, Assignee, or both a fee for providing this service.

6.6.4 Customer may then assign this Contract to the Assignee in return for the Assignee's written promise to be bound as the “Customer” under this Contract and for any other consideration agreed by Customer and Assignee. Upon receipt of the Customer's notice of assignment (described in Paragraph 6.6.3 above), John Deere will, subject to Paragraph 6.6.6 below, electronically and in writing notify the Assignee that this Contract has been assigned to Assignee and that use of the Services is governed by these terms and conditions. Prior to any assignment of this Contract, Customer should review Section 3 of this Contract, and any applicable “Country-Specific Terms” set out below Table 1 in this Contract, and consider whether to change any of Customer's elections relating to data access and use.

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

6.6.6 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 written notice to Assignee (described in Paragraph 6.6.4 above) will constitute John Deere's consent to assignment of this Contract to Assignee. John Deere may additionally require the Assignee to execute a certification confirming the Assignee's assumption in a form requested by John Deere prior to, upon or at any time after such assignment. Notwithstanding such assignment, Customer understands and agrees that Customer will remain jointly and severally liable with the Assignee (and any subsequent Assignee) for all Customer's payment obligations hereunder, and Customer further understands and agrees that Customer is solely responsible for any damages or losses resulting from an incomplete, invalid, partial, unenforceable, or other imperfect assignment by Customer of this Contract.

Modification of Section 4.1. Section 4.1 will have the following wording for Customers in Honduras:

“4.1 Payment. Customer agrees to pay all applicable Services fees plus any and all applicable taxes. Such fees will be paid via a John Deere-approved payment method selected by Customer and communicated to John Deere. If Customer fails to make any portion of such payment, a late charge of the lesser of 1.5% per month (18% per annum) or 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 charge to Customer. John Deere may change payment terms at any time. If Customer becomes delinquent in the payment of any sum due, John Deere will not be obligated to continue performance under this Contract. **If Customer purchased or received this Contract from a third party (such as a Dealer), Customer is responsible to pay Telematic Services fees as set forth above to the extent the third party has not paid, or does not pay, John Deere, regardless of whether Customer has paid the third party for the assignment of this Contract.”**

Modification of Section 5.3. The last sentence of Section 5.3 shall not apply to Customers in Honduras.

Modification of Section 5.4. Customers in Honduras may revoke their acceptance of this Contract, without incurring any liability, within 5 (five) business days after the Effective Date as long as the service has not been used by the Customer. In such case, John Deere shall refund to Customer the price paid by Customer under this Contract.

Modification of Section 6.1. The following term in Section 6.1 shall not apply to Customers in Honduras:

(i)“AND CUSTOMER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIMS FOR SUCH DAMAGES”; and

(ii) “TO THE EXTENT NOT EXCLUDED BY THE FOREGOING, CUSTOMER’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 TELEMATIC SERVICES PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).”

Language. In Honduras, the governing language of this Contract shall be Spanish.

JAMAICA

The Customer **hereby expressly consents** to the use of System Data (as defined in Section 3.1) as described and for the purposes stated in Sections 3.2 to 3.4 of this Contract.

MEXICO

Customer’s consent in favor of John Deere for the use of information. The Customer acknowledges and agrees, in an irrevocable manner, that John Deere is entitled to use the System Data.

Information obtained as part of the Service initiation process. John Deere is entitled to use in a confidential manner the information provided by Customer in Customer’s completion of the initiation process of the Service. John Deere will not disclose such information to a third party other than a Dealer, unless John Deere is authorized by the Customer or such disclosure is made in compliance with a requirement issued by a competent authority under the Federal Protection of Personal Data in the Possession of Private Individuals Law.

Measures to maintain the confidentiality of information obtained as part of the Service initiation process. John Deere’s protection and planned usage of the information provided by Customer to John Deere as part of the initiation process of the Service is available for review by Customer at www.jdlink.com.

Customer’s right to receive information regarding the Service. The Customer is entitled to be informed of all terms, conditions, costs, additional charges and, if any, payments for goods and services offered by John Deere.

Customer’s right to not receive advertising. John Deere shall comply with any notice from Customer to John Deere, in accordance with the notice provisions of this Contract, regarding Customer’s receipt of advertising communications.

NEW ZEALAND

Email and SMS Messages. The Customer consents to receiving emails and SMS messages sent by John Deere or any of its Affiliates. The Customer agrees that any emails or SMS messages sent to the Customer by John Deere or any of its Affiliates are not required to contain the functional unsubscribe facilities set out in section 11(1) of the Unsolicited Electronic Messages Act 2007.

Personal Information. To the extent that the System Data constitutes “personal information” under the Privacy Act 1993, the relevant provisions of the Privacy Act 1993 shall apply to the use, collection, and storage of that personal information by John Deere and authorized Dealers. Customer authorizes John Deere to not comply with Principle 3 of the Privacy Act 1993. Customer expressly authorizes the treatment of personal information, including the possible communication of personal information to third parties, as set forth in section 3 of the Contract.

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

PARAGUAY

Section 5.3. The last sentence of Section 5.3 shall not apply to Customers in Paraguay.

Section 5.4. Customers in Paraguay may revoke their acceptance of this Contract, without incurring any liability, within seven (7) calendar days after the Effective Date. In such case, John Deere shall refund to Customer the price paid by Customer under this Contract.

Section 6.1. The following terms in Section 6.1 shall not apply to Customers in Paraguay:

“CUSTOMER ACKNOWLEDGES THAT THE TELEMATIC SERVICES 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 CUSTOMER UNDERSTANDS THAT IT WILL BEAR ALL RESPONSIBILITY, RISK AND COST ASSOCIATED WITH DEVELOPING AND MAINTAINING ITS BUSINESS. CUSTOMER ACKNOWLEDGES THAT IT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ANY DEALER AND JOHN DEERE OR BETWEEN JOHN DEERE AND ITS UNDERLYING WIRELESS PROVIDERS. CUSTOMER UNDERSTANDS AND AGREES THAT IN NO EVENT WILL JOHN DEERE, ITS UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES HAVE ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER, ANY EMPLOYEE OF CUSTOMER, OR ANY THIRD PARTY USING TELEMATIC SERVICES THROUGH CUSTOMER 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 OR THE 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 CUSTOMER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIMS FOR SUCH DAMAGES. TO THE EXTENT NOT EXCLUDED BY THE FOREGOING, CUSTOMER’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 TELEMATIC SERVICES PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).”

Section 6.2. Section 6.2 shall not apply to Customers in Paraguay.

PERU

Section 1.3: The customer agrees that the register “Thanks... no insist”, regulated by Directive No. 005-2009/COD-INDECOPI and its modifications, do not apply to the JDLink Services or any communication established in the present Section.

Section 3.4: For customers in Peru, John Deere will make the removal of access as it is stated in Sections 3.4.1 and 3.4.2 in (i) the term established by Law Number 29733, its regulations or its modifications, or (ii) within the 30 days after the customer made the request. The greater term will be applied.

Section 6.1: The penultimate sentence of the first paragraph of section 6.1 is amended according the following:

“TO THE EXTENT NOT EXCLUDED BY THE FOREGOING AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER’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 TELEMATIC SERVICES PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).”

REPUBLIC OF SOUTH AFRICA

Modification in Section 1.5: Section 1.5 is amended as follows for Customers in the Republic of South Africa:

“SMS Messaging. If Customer elects to receive short message service (“SMS”) messages to Customer’s mobile device and/or email messages as part of the Services, Customer hereby authorizes John Deere to send SMS messages and/or email messages to Customer and agrees to be bound by the additional terms set forth at www.jdlink.com. To elect to receive SMS messages on a mobile device, Customer must be the authorized user of the mobile device. SMS messages may be received on mobile devices utilizing the wireless carriers identified at www.jdlink.com. Customer acknowledges that Customer has the option for the Term of this Contract to opt-in or opt-out of receiving SMS and/or email messages. Every SMS and/or email message from John Deere will include an option for the Customer to opt-out of receiving any further SMS messages or email messages from John Deere, free of charge. For assistance with SMS message issues, Customers may visit www.jdlink.com/SMSHelp, email jdlinksupport@JohnDeere.com, or call 800-251-9928, or text HELP to 74765. To opt-out of receiving SMS messages, Customers must text STOP to 74765. The number of SMS messages received by Customer will vary depending upon machine activity. Customer’s receipt of SMS messages may result in Customer incurring additional messaging or data fees from Customer’s wireless carrier.”

Modification in Section 3.3: Section 3.3 is amended as follows for Customers in the Republic of South Africa:

“Data Collection. Customer acknowledges that it has been notified of John Deere’s data collection practices (available at www.deere.com) and agrees and understands that John Deere may use the System Data as described therein and in this Contract. Customer acknowledges and agrees that the System Data may be transferred out of the country where the System Data is generated to other destinations, including but not limited to the United States of America. In the event that the System Data includes Customer’s personal information, and subject to John Deere’s compliance with any South African data protection and privacy laws, Customer 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 System Data as set forth in this Contract. CUSTOMER WARRANTS THAT IT HAS OBTAINED ANY NECESSARY CONSENT FROM ITS EMPLOYEES OR ANY OTHER THIRD PARTIES, INCLUDING WITH RESPECT TO THE TRANSFER OF SYSTEM DATA 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 SYSTEM DATA AS SET FORTH IN THIS CONTRACT.

UNLESS AND UNTIL CUSTOMER REQUESTS REMOVAL OF JOHN DEERE'S ACCESS TO AND USE OF SYSTEM DATA, AS SET FORTH IN SECTION 3.4 BELOW, JOHN DEERE WILL CONTINUE TO HAVE ACCESS TO AND USE OF PAST, CURRENT AND FUTURE SYSTEM DATA DURING AND AFTER THE TERM OF THIS CONTRACT AND THE SUBSCRIPTION PERIOD"

Modification in Section 4.1: Section 4.1 is amended as follows for Customers in the Republic of South Africa:

"Payment. Customer agrees to pay all applicable Services fees. Such fees will be paid via a John Deere-approved payment method selected by Customer and communicated to John Deere. If Customer fails to make any portion of such payment, a late charge of the lesser of 1.5% per month (18% per annum) or the maximum amount permitted by law may be charged to Customer. **If Customer purchased or received this Contract from a third party (such as a Dealer), Customer is responsible to pay Telematic Services fees as set forth above to the extent the third party has not paid, or does not pay, John Deere, regardless of whether Customer has paid the third party for the assignment of this Contract."**

Modification in Section 6.1: The first two paragraphs of Section 6.1 are amended as follows for Customers in the Republic of South Africa:

"Limitation of Liability and Remedies. To the extent permitted by applicable law and subject to Section 6.14, John Deere's entire liability and Customer's sole and exclusive remedies for any damages arising from the performance or nonperformance under this Contract related to the use of the Services will be the remedies set forth herein. John Deere will not be liable for any loss or damage arising from Customer's failure to comply with the provisions set forth in this Contract.

CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT THE TELEMATIC SERVICES 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 CUSTOMER UNDERSTANDS THAT IT WILL BEAR ALL RESPONSIBILITY, RISK AND COST ASSOCIATED WITH DEVELOPING AND MAINTAINING ITS BUSINESS. CUSTOMER ACKNOWLEDGES THAT IT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ANY DEALER AND JOHN DEERE OR BETWEEN JOHN DEERE AND ITS UNDERLYING WIRELESS PROVIDERS. TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 6.14, CUSTOMER UNDERSTANDS AND AGREES THAT IN NO EVENT WILL JOHN DEERE, ITS UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES HAVE ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER, ANY EMPLOYEE OF CUSTOMER, OR ANY THIRD PARTY USING TELEMATIC SERVICES THROUGH CUSTOMER IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN DELICT 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 OR THE 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 CUSTOMER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIMS FOR SUCH DAMAGES. TO THE EXTENT NOT EXCLUDED BY THE FOREGOING, CUSTOMER'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 TELEMATIC SERVICES PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00). CUSTOMER UNDERSTANDS THAT JOHN DEERE AND THE UNDERLYING WIRELESS PROVIDERS CANNOT GUARANTEE THE SECURITY OR RELIABILITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY OR RELIABILITY RELATING TO THE USE OF THE SERVICES"

Modification in Section 6.2: Section 6.2 is amended as follows for Customers in the Republic of South Africa:

"THE TELEMATIC SERVICES AND TELEMATIC SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF JOHN DEERE, 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 TELEMATIC SERVICES. EACH OF JOHN DEERE, THE UNDERLYING WIRELESS PROVIDERS AND THEIR AFFILIATES EXPRESSLY DISCLAIMS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND CUSTOMER 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 TELEMATIC SERVICES OR ANY OTHER SERVICES PROVIDED BY JOHN DEERE, 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 DELICT, 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 JOHN DEERE'S UNDERLYING WIRELESS PROVIDERS OR ANY OF THEIR AFFILIATES."

Additional in Section 6.14: The following Section 6.14 applies with respect to Customers in the Republic of South Africa:

"No provision of this Contract does or purports to limit or exempt John Deere from any liability, including (without limitation) for any loss directly or indirectly attributable to John Deere's gross negligence or wilful default or that of any other person acting for or controlled by John Deere, to the extent that the law does not allow such a limitation or exemption. No provision of this Contract requires you to assume risk or liability, including (without limitation) for any loss directly or indirectly attributable to the gross negligence of John Deere or any person acting for or controlled by John Deere, to the extent that the law does not allow such an assumption of risk or liability. It is not intended that any provision of this Contract contravene any provision of the Consumer Protection Act 68 of 2008 (the "**Consumer Protection Act**") and therefore all provisions of this Contract must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act are complied with"

REPUBLIC OF TRINIDAD AND TOBAGO

The following Clauses apply to Contracts entered into with Customers in the Republic of Trinidad and Tobago:

Personal Information. To the extent that the System Data constitutes "personal information" as defined under the Data Protection Act, 2011 of the Republic of Trinidad and Tobago, the relevant provisions of the Data Protection Act shall apply to the use, collection, storage or disclosure of such personal information by John Deere and authorised Dealers. Customer hereby acknowledges that it has been duly notified and informed of the purpose of the storage of the Systems Data and the possible disclosure of the System Data to third parties and expressly authorizes the treatment of the System Data, including the possible disclosure thereof to third parties as set forth in Clause 3 of the Contract. John Deere will also undertake to advise Customer of the jurisdiction to which the personal information may be sent and to obtain Customer's prior consent where personal information is to be disclosed in a jurisdiction which does not have comparable safeguards for the protection of personal information as provided for by the Data Protection Act.

URUGUAY

Express authorization for the treatment of personal data: Pursuant to Act No.18.331, the personal information submitted or resulting from the provision of the Service described herein will be recorded and managed by John Deere according to the purposes mentioned in Section 3. By accepting this Contract the Customer hereby grants its express consent. If the Customer is not willing to grant its consent, please contact your Dealer to determine whether John Deere is able to provide Service or not.

Section 5.4. Customers in Uruguay may revoke their acceptance of this Contract, without incurring any liability, within five (5) calendar days after the Effective Date. In such case, John Deere shall refund to Customer the price paid by Customer under this Contract.

Modification of Section 6.1. The following terms in Section 6.1 shall not apply to Customers in Uruguay:

"AND CUSTOMER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIMS FOR SUCH DAMAGES"; and

" TO THE EXTENT NOT EXCLUDED BY THE FOREGOING, CUSTOMER'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 TELEMATIC SERVICES PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00)."