



John Deere Mobile RTK Signal Network Subscription Agreement (“#ISG-8”)

Territory Scope: European Union, non-EU countries in European Economic Area (EEA),
Switzerland, Commonwealth of Independent States (CIS)

Release Date: 2020-02-01

Language: English

This Mobile RTK Signal Network Subscription Agreement (“**Agreement**”) is between “**You**” (the user of the John Deere Mobile RTK Signal Network) and John Deere GmbH & Co. KG, Intelligent Solutions Group, Straßburger Allee 3, 67657 Kaiserslautern, Germany (“**John Deere**”). John Deere grants you access to the John Deere Mobile RTK Signal Network herein referred to as (“**Mobile RTK Signal**” or “**Network**”) and will provide any associated services during the subscription period and according to the terms and conditions stated below.

IMPORTANT – PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCESSING THE NETWORK. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND JOHN DEERE REGARDING ACCESS TO THE NETWORK. ORDERING THE NETWORK SUBSCRIPTION SIGNIFIES YOUR ACCEPTANCE OF AND AGREEMENT TO THESE TERMS AND CONDITIONS. THIS AGREEMENT IS BETWEEN YOU AND JOHN DEERE ONLY. NO THIRD PARTY (INCLUDING BUT NOT LIMITED TO JOHN DEERE DEALERS) HAS THE AUTHORITY TO CHANGE OR SUPPLEMENT THIS AGREEMENT.

1 Network Access

John Deere hereby grants you permission to access, with one roving GNSS receiver (hereinafter “**Rover**”), the Network during the Term, contingent on your compliance with this Agreement (including paying all subscription fees agreed prior to execution of this Agreement) during the Term. The Term is as defined in section 7.1. You may access the Network with additional Rovers upon paying additional fees as agreed to from time to time with John Deere in writing. You understand and agree that Your right to access the Network under this Agreement is limited to the territory of the country that was identified prior to execution of this Agreement and is identified in the name of the subscription.

You agree that usage information and other content provided to You, including but not limited to positioning data, through authorized use of the Network, are confidential and the exclusive property of John Deere and its licensors.

2 Default

If you fail to satisfy any obligation under the Agreement, in addition to any other available remedies, you agree that John Deere may prevent you from accessing the Network. In addition, you agree to pay all costs, expenses, and reasonable attorneys’ fees for John Deere’s enforcement of this Agreement.

3 Disclaimer and Limitation of Liability

1. You assume any wireless coverage risks. None of John Deere, its affiliates, or its third-party suppliers (including any underlying wireless providers) will be liable to You for any claim or damage including incidental or consequential damages related to or arising out of or in connection with any diminished wireless coverage, including outages resulting from wireless providers’ maintenance or upgrades.
2. John Deere will deliver and support the Network to You as specified in product information and product manuals. John Deere’s liability is limited to claims arising from statutory warranty and to direct damages. Any liability, whether in contract, tort, or breach of statutory duty that results in any (i) indirect or consequential loss or damage; (ii) loss of profits, sales, business, revenue or use; (iii) business interruption; or (iv) loss of business opportunity, goodwill or reputation, is hereby expressly excluded.
3. John Deere’s liability for intentional or gross negligent behavior as well as John Deere’s liability under statutory product liability law remains unaffected.
4. John Deere’s maximum aggregate liability for loss or damages arising from the use of the Network is limited to a maximum of EUR 12.500.

4 Privacy and Data

With regard to data protection and privacy, the John Deere Mobile RTK Signal Network Privacy Notice (“#ISG-9”) as well as the MyJohnDeere™ Privacy Notice (“#ISG-2”) apply. In addition, please see also our Enterprise Privacy Statement which can be found on [isg-contracts.deere.com](https://contracts.deere.com).

5 Representations and Warranties

You represent and warrant that You will access the Network only for Your use and, except as expressly permitted by this Agreement, You will not lend, lease or share Your access rights or subscription with any third party. You further represent and warrant that You will not access the Network to exceed the number of Rovers permitted by Your subscription. You represent and warrant that You are proficient in the use of GPS systems of the type useable with the Network and will independently assess the accuracy and value of any data derived from the Network. You represent and warrant that You will comply with all laws, codes, rules, and regulations relating to Your use of the Network, and that You have obtained all necessary licenses, permits, training, and authorizations necessary for access or use of the Network.

6 Transfer

The John Deere Mobile RTK Signal subscription is not transferrable to a third party. The subscription can be transferred to replacement hardware if the ownership remains with the contracting party.

7 Term and Termination

1. The Term is as defined in Your StellarSupport™ Order and is dependent upon Your payment of the subscription fee. The network access period is binding without Your right to terminate for convenience. The statutory provisions regarding termination for cause remain unaffected.
2. John Deere may terminate this Agreement upon thirty (30) days' notice to You. Unless such termination is for the purpose of compliance with applicable laws, regulations, or court orders, upon such termination, John Deere will reimburse You a prorated portion of the Service fees You have paid to John Deere. To the extent permitted under applicable law, any such reimbursement will be John Deere's sole liability to You for any such termination for convenience.

8 Miscellaneous

1. **Governing Law and Exclusive Forum.** This Agreement will be governed by and construed in accordance with the substantive laws in force in the Federal Republic of Germany. The respective courts of Mannheim have exclusive jurisdiction over any cause of action or dispute relating to this Agreement (a "Claim"). This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
2. **Severability.** If any part of this Agreement shall be held invalid or unenforceable, such determination shall not affect the validity or enforceability of any remaining portion, which shall remain in force and effect as if this Agreement had been executed with the invalid or unenforceable portion thereof eliminated.
3. **Entire Agreement.** The conditions for use of the ordered subscription, all arrangements, agreements and assurances between the contractual parties are the object of this Agreement. This Agreement reflects the full agreement of the parties with respect to its subject matter and replaces all previous documents, discussions, and arrangements with respect to the object of the agreement. In addition to this Agreement, the [Mobile RTK Signal Network Privacy Notice \("#ISG-9"\)](#) contains the terms for data protection and data security applicable to the Mobile RTK Signal Network service. All additional or conflicting terms and conditions proposed by You or contained in an order will be rejected and shall only be effective following the express written approval by John Deere.