

John Deere Mobile RTK Modem End User License Agreement (EULA)

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

Release Date: 2025-05-15

Language: English

IMPORTANT -- READ CAREFULLY: THIS LICENSE AGREEMENT (the „agreement“) IS A LEGAL CONTRACT BETWEEN YOU AND JOHN DEERE SHARED SERVICES, INC., A CORPORATION HAVING A PRINCIPAL ADDRESS OF ONE JOHN DEERE PLACE, MOLINE, IL 61265 ("JOHN DEERE" OR THE „LICENSOR“) AND GOVERNS YOUR USE OF THE JOHN DEERE MOBILE RTK MODEM 4G LTE (THE „MOBILE RTK“ MODEM OR „MODEM“).

BY AGREEING TO THESE TERMS OR USING THE MODEM, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS LICENSE AGREEMENT WITH RESPECT TO THE SOFTWARE (THE "Software") THAT HAS BEEN PRE-INSTALLED ON THE MODEM. YOU AGREE THAT THIS LICENSE AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, TERMINATION, AND ARBITRATION PROVISIONS BELOW, IS BINDING UPON YOU AS OF THE DATE YOU FIRST USE THE MODEM (THE „EFFECTIVE DATE“), AND UPON ANY COMPANY ON WHOSE BEHALF YOU USE THE SOFTWARE AND MODEM AS WELL AS THE EMPLOYEES OF ANY SUCH COMPANY (COLLECTIVELY REFERRED TO AS "YOU" IN THIS LICENSE AGREEMENT). IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, OR IF YOU ARE NOT AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF YOUR COMPANY OR ITS EMPLOYEES, PLEASE CLICK THE [DECLINE] ICON TO DECLINE THESE TERMS AND CONDITIONSS. THIS LICENSE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE Software BETWEEN YOU AND JOHN DEERE AND IT REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN YOU AND JOHN DEERE.

1 Description of Software

Your Modem comes with all Software pre-installed. The Software enables the modem to receive RTK corrections through the internet from RTK correction data providers. The Software also enables Ethernet communication, and may enable wireless communication, between the Modem and an internet browser for diagnostic and monitoring purposes.

2 License

John Deere hereby grants to you, and you accept, a nonexclusive license to use the Software in machine-readable, object code form, only in a country authorized by John Deere and only as otherwise authorized in this Agreement and the applicable provisions of the Modem operators' manual, which you agree to review carefully prior to using the Software. The Software may be used only on the Modem on which it was initially installed; or in the event of the inoperability of the Modem, on a replacement Modem provided to you by an authorized dealer pursuant to the Limited Warranty of Section 5. You agree that you will not assign, sublicense, transfer, pledge, lease, rent, or share your rights under this Agreement, except that you may permanently transfer all of your rights under this Agreement in connection with the sale of the Modem on which the Software covered by this Agreement is installed to a new owner for use solely in a country authorized by John Deere. If you sell or otherwise transfer the ownership of the Modem, you agree that you will require such transferee to accept terms no less restrictive than those in this License Agreement. In addition to the foregoing, you agree that you will not obtain or attempt to obtain the Software using false or untrue information or without paying the appropriate fees and charges, nor will you knowingly permit others to do so, and you agree to pay any license fees and charges that would otherwise have been due. No other use of the Software is permitted by this Agreement except as set forth in this Section 2.

3 Licensor's Rights

You acknowledge and agree that the Software is proprietary to John Deere, or its licensors, and is protected under copyright law. You further acknowledge and agree that all right, title, and interest in and to the Software, including associated intellectual property rights, are and shall remain with John Deere, its affiliates, and its licensors. This License Agreement does not convey to you any title or interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this License Agreement. You agree that you will not: (a) use the Modem with any equipment, products or services other than those that John Deere, in its specifications, bulletins or brochures, has indicated

are compatible with the Modem; (b) use the Modem outside of the countries that John Deere has specifically authorized; (c) reverse assemble, reverse compile, modify, or otherwise translate the Software, or otherwise attempt to defeat the copyright protection and application enabling mechanisms therein; (d) copy or reproduce the Software; or (e) remove or obliterate any copyright, trademark or other proprietary rights notices from the Software, except as expressly permitted in writing by Licensor or its licensors or expressly permitted under applicable law notwithstanding these restrictions. You also agree not to permit any third party acting under your control to do any of the foregoing.

4 License Fees

In consideration of the licenses granted under this Agreement, you agree to pay all applicable license fees. Such fees will be paid via a John Deere-approved payment method. 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 you. John Deere may change payment terms at any time. If you become delinquent in the payment of any sum due, John Deere will not be obligated to continue performance under this Agreement. If you purchased or received this Agreement from a third party (such as a John Deere dealer), you are responsible to pay any license fees due under this Agreement to the extent the third party has not paid, or does not pay, John Deere, regardless of whether you have paid the third party for the assignment of this Agreement. Should any taxes and/or penalties become due as a result of your submission of false or inaccurate information in conjunction with the execution of this Agreement or your use of the Software, you agree that you will be responsible for payment of any such taxes or penalties or for reimbursement of such taxes or penalties, in case they were already incurred by John Deere or any of John Deere's affiliates or suppliers. John Deere reserves the right to refer your account to a third party for collection in the event of an ongoing default in payment.

5 Limited Warranty

John Deere warrants, for your benefit alone and not for the benefit of any other party, that during the "Warranty Period" defined below, the Software will operate substantially in accordance with the applicable functional specifications ("Specifications") set forth in the Operators' Manuals. JOHN DEERE DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT WILL MEET YOUR NEEDS. If prior to the expiration of the Warranty Period, the software fails to perform substantially in accordance with the Specifications, you may return the Modem to the place of purchase for repair or replacement of the non-performing Software. As used in this License Agreement, You acknowledge that this warranty does not apply where a deficiency in the operation of the Software is due to circumstances beyond John Deere's reasonable control and/or is caused by an act or omission of a third party, including, but not limited to, equipment failure, acts of God, strikes, or other similar causes. The "Warranty Period" is one (1) year from the date you take delivery of the Modem.

6 DISCLAIMER OF WARRANTIES

YOU HEREBY AGREE THAT THE LIMITED WARRANTY PROVIDED ABOVE (THE "Limited Warranty") CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEM WHATSOEVER WITH THE SOFTWARE. EXCEPT AS PROVIDED IN THE LIMITED WARRANTY, THE SOFTWARE IS LICENSED „AS IS“ AND „AS AVAILABLE“ AND JOHN DEERE, ITS AFFILIATES AND THIRD PARTY SUPPLIERS EXPRESSLY DISCLAIM AND YOU EXPRESSLY WAIVE, RELEASE AND RENOUNCE ALL WARRANTIES ARISING BY LAW OR OTHERWISE WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO: ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE; ANY WARRANTY OF TITLE OR NON-INFRINGEMENT; AND, ANY OTHER WARRANTY ARISING UNDER ANY THEORY OF LAW, INCLUDING 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, SHALL BE DEEMED TO BE A WARRANTY BY JOHN DEERE OR ANY OF ITS AFFILIATES OR THIRD PARTY SUPPLIERS.

7 LIMITATION OF LIABILITY

EXCEPT AS SET FORTH IN THE LIMITED WARRANTY, UNDER NO CIRCUMSTANCES SHALL JOHN DEERE, ITS AFFILIATES OR ITS THIRD PARTY SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY LOSS OR DAMAGE CAUSED BY THE SOFTWARE; ANY PARTIAL OR TOTAL FAILURE OF THE SOFTWARE; PERFORMANCE, NONPERFORMANCE OR DELAYS IN CONNECTION WITH ANY INSTALLATION, MAINTENANCE, WARRANTY OR REPAIRS OF THE SOFTWARE, DAMAGES FOR CROP LOSS, DAMAGE TO LAND, DAMAGE TO MACHINES, LOST PROFITS, LOSS OF BUSINESS OR LOSS OF GOODWILL, LOSS OF USE OF EQUIPMENT OR SERVICES OR DAMAGES TO BUSINESS OR REPUTATION ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY ASPECT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT JOHN DEERE, ITS AFFILIATES OR ITS THIRD PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL JOHN DEERE'S CUMULATIVE LIABILITY TO YOU OR TO ANY OTHER PARTY FOR ANY LOSSES OR DAMAGES RESULTING FROM ANY CLAIMS, LAWSUITS, DEMANDS, OR ACTIONS ARISING FROM OR RELATING TO USE OF THE SOFTWARE EXCEED YOUR TOTAL PAYMENT FOR THE MODEM AND THE LICENSE OF THE SOFTWARE.

8 Software Maintenance

John Deere may, at its sole option, offer you maintenance of the Software, even though the Warranty Period has expired. Such maintenance may include providing modifications, corrections or enhancements ("Upgrades") to the Software and/or the applicable operators' manuals. John Deere reserves the right, in its sole discretion, to charge you for maintenance (except in cases where corrections are provided under the Limited Warranty). Your acceptance of this Agreement constitutes your agreement that any Upgrades will be deemed included in the Software as defined in this Agreement and that they shall be governed by the terms and conditions applicable to the Software under this License Agreement.

9 Term and Termination

9.1 Term

This Agreement will commence as of the Effective Date and expire upon the earlier of i) the useful life of the Modem or ii) the date John Deere terminates this Agreement in accordance with the terms of this Section 9. This Agreement does not automatically renew.

9.2 Termination

John Deere may terminate the license granted under this Agreement upon written notice of termination provided to you if you violate any material term of this Agreement pertaining to your use of the Software or John Deere's rights, including, without limitation, the provisions of Sections 2 and 3 above.

10 Compliance with Law

You agree that you will use the Software in accordance with United States law and the laws of the country in which you are located, as applicable, including foreign trade control laws and regulations. The Software may be subject to export and other foreign trade controls restricting re-sales and/or transfers to other countries and parties. By accepting the terms of this Agreement, you acknowledge that you understand that the Software may be so controlled, including, but not limited to, by the Export Administration Regulations and/or the foreign trade control regulations of the Treasury Department of the United States. The Software remains subject to applicable U.S. laws.

11 Indemnification

You agree to defend, indemnify and hold John Deere, its affiliates and third party supplier, and their, officers, directors, employees, agents and representatives (each an "Indemnified Party"), harmless from and against all claims, demands proceedings, injuries, liabilities, losses, or costs and expenses (including reasonable legal fees) brought by any third party against any such persons arising from or in connection with your use of the Modem or the Software, regardless of whether such losses are caused by, wholly or partially, by any negligence, breach of contract or other fault of an Indemnified Party..

12 Trademark

Licensor does not grant you any right, license, or interest in any Licensor trademarks, symbols, marks or names (collectively „Marks“) or any trademarks that are confusingly similar to the Marks, and you agree no such right, license, or interest shall be asserted by you with respect to such Marks.

13 Costs of Litigation

If any claim or action is brought by either party to this License Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney, arbitrators, and dispute resolution center administrative fees and expenses of litigation.

14 Severability and Waiver

Should any term of this License Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights of subsequent actions in the event of future breaches.

15 Language Clause

Unless the laws of the location in which you reside require otherwise, the parties hereby acknowledge that they have required this Agreement, and all other documents relating hereto, be drawn up in the English language only. There may be a translated version of this License Agreement. If there is an inconsistency or contradiction between the translated version and the English version of this Agreement, the English version of this Agreement shall control unless the laws of the location in which you reside require that a different version control. Les parties reconnaissent avoir demandé que le présent contrat ainsi que toute autre entente ou avis requis ou permis être conclu ou donné en vertu des stipulations du présent contrat, soient rédigés en langue anglaise seulement.

16 Assignment by John Deere

John Deere may assign this Agreement without your prior consent to any company or entity affiliated with John Deere or by an assignment associated with a corporate restructuring, merger or acquisition.

17 Governing Law and Forum

This Agreement will be governed by and construed in accordance with the substantive laws in force in the State of Illinois, U.S.A. The respective courts of Rock Island County, Illinois, have exclusive jurisdiction over all disputes relating to this Agreement. The rights and obligations of the parties under this Agreement 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 License Agreement.

18 Arbitration

If You reside in a jurisdiction wherein the enforceability of the terms of Section 17 is dependent upon the parties agreeing to submit to arbitration, then ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY ARBITRATION IN ACCORDANCE WITH THE INTERNATIONAL ARBITRATION RULES OF THE INTERNATIONAL CENTRE FOR DISPUTE

RESOLUTION („ICDR“) IN EFFECT AT THE TIME OF ITS INITIATION. THE ARBITRATION SHALL BE HELD BEFORE ONLY ONE ARBITRATOR APPOINTED BY THE ICDR. THE PLACE OF ARBITRATION SHALL BE CHICAGO, ILLINOIS, USA AND THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH.

19 Representations of Licensee

BY ACCEPTING THIS AGREEMENT, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT; (C) AGREE THAT THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED; (D) AGREE TO PERFORM THE OBLIGATIONS OF THIS AGREEMENT; AND (E) REPRESENT AND AGREE THAT ALL INFORMATION PROVIDED BY YOU IS TRUE AND ACCURATE TO THE BEST OF YOUR KNOWLEDGE.

20 Notices

All notices to John Deere shall be sent by certified or registered mail to John Deere Shared Services, Inc., One John Deere Place, Moline, IL 61265 U.S.A. In addition, a copy of the notice shall be sent to John Deere Intelligent Solutions Group, ATTN: John Deere Mobile RTK Modem 4G LTE, 4052 114th Street, Urbandale, IA 50322 U.S.A. All notices to John Deere shall be effective upon receipt. All notices required to be given to you shall, in John Deere's sole discretion, either be sent via certified or registered mail to the address given to John Deere, a John Deere dealer, or another distribution partner of John Deere in connection with your purchase of the Modem. Either method of notification used by John Deere shall be effective upon dispatch. You agree to notify John Deere of any change in your address in the manner set forth above.

21 Third Party Software Notifications and Licenses

The copyrights for certain portions of the Software may be owned or licensed by other third parties („Third Party Software“) and used and distributed under license. The Third Party Notices includes the acknowledgements, notices and licenses for the Third Party Software. The Third Party Notices can be viewed via the Web Interface. The Third Party Software is licensed according to the applicable Third Party Software license notwithstanding anything to the contrary in this Agreement. The Third Party Software contains software that is copyrighted that is licensed under the GPL/LGPL or other copyleft licenses. Copies of those licenses are included in the Third Party Notices.

You may obtain the complete corresponding source code from us for a period of three years after our last shipment of the Software by sending a request letter to:

Deere Open Source Compliance Team

P.O. Box 1202

Moline, IL 61266-1202

USA

Please include „source for John Deere Mobile RTK Modem 4G LTE“ and the version number of the software in the request letter. This offer is valid to anyone in receipt of this information.