JOHN DEERE
CONFIDENTIAL

API LICENSE AGREEMENT

This API License Agreement ("Agreement") is made as of _____ ("Effective Date") between Deere & Company, a Delaware corporation with offices located at One John Deere Place, Moline, IL 61265 ("Deere"), and _____, a/an _____, with offices at _____ ("Licensee").

This API License Agreement is for the application Client Keys listed here below:

_____ (Reference Exhibit A for additional details)

In consideration of the mutual promises made in this Agreement, the parties hereby agree as follows:

1.   **DEFINITIONS**. Capitalized terms used herein shall have the meaning set forth below.

1.1   **Access Keys** means the confidential application ID, secure identifier, and Token(s) provided by Deere to Licensee for Licensee's access to and use of the Deere APIs.

1.2   **Token** means a unique token ID that will give Licensee the ability to access and obtain a specific Deere Customer's Content.

1.3   **Authorized User** means Licensee's employees who have been designated by Licensee as its team members of the Licensed Materials.

1.4   **Content** means System Content relating to a Licensee Customer that is retrieved by Licensee from Deere databases via the Deere APIs, where such retrieval was authorized by the subject Licensee Customer.

1.5   **Deere** means, individually and collectively, Deere & Company and its wholly owned subsidiaries.

1.6   **Deere APIs** means Application Programming Interfaces owned or licensed by Deere.

1.7   **Deere Customer** means owners and/or users of the Deere Services, and/or Deere Services dealers.

1.8   **Deere Customer ID** means a Deere Customer's username or other network access username issued or managed by the Deere System.

1.9   **Deere Services** means all equipment, products, and services of Deere.

1.10   **Deere Site** means any or all the sites designated by Deere from time to time during the Term, including those sites listed at the Developer Portal.

1.11   **Deere System** means the Deere APIs, Deere databases, and Deere Sites.

1.12   **Deere User Agreement** means the terms and policies on which Deere offers Deere Services to Deere Customers currently available through links on the homepages of John Deere Sites and incorporated herein by this reference.

1.13   **Affiliate** means any person or entity that controls, is controlled by or is under common control with that Party, for which purpose "control" means the ownership of a majority of the equity of an entity.

1.14   **Developer Portal** means the websites located at Developer.Deere.com, and any successor site(s) thereto designated by Deere.

1.15   **Licensed Materials** means one or more of the Deere APIs described on <u>Exhibit A</u> hereto (as may be amended from time to time upon the mutual written agreement of the parties), and all other tools and information including digital keys, key sets, source code, object code, or other technology or documentation related to the Deere APIs made available to Licensee by Deere hereunder, including any updates or supplements thereto that Deere makes available under this Agreement. Licensed Materials does not include Licensee Customers Content.

1.16   **Licensee Application** means the software application(s), set of access keys and reference data licensee owns, or operates to interact with the Deere APIs, as set forth on <u>Exhibit A</u> attached hereto.

1.17   **Licensee Customers** means users of the Licensee Applications, which may include Deere Customers.

1.18   **Personal Information** means any information that identifies or can be used to identify, contact, or locate the person to whom that information pertains, including, without limitation, names, addresses, phone numbers, fax numbers, email addresses, social security numbers or other government-issued identifiers, and credit card information, and to the extent any other information (including a personal profile, biometric information, and/or usage data) is associated or combined with Personal Information, that information is also Personal Information.

1.19   **System Content** means information stored in and retrieved from Deere databases, including, but not limited to, information related to Deere Customers and Deere Customers' use of the Deere Sites and/or Deere Services.

2.   **API TERMS AND CONDITIONS.**

2.1   **API License.** Subject to this Agreement, Deere hereby grants to Licensee a limited, non-exclusive, non-transferable, and non-sublicensable (except as expressly permitted in Section 10 herein) license during the Term to: (a)   download and use, solely for Licensee's internal evaluation, the tools and other information Deere specifically provides to Licensee via the Developer Portal; and   (b)   download and use the Licensed Materials to develop, reproduce and distribute Licensee Applications that interoperate with the Deere APIs, and to make calls to the Deere APIs through the Licensee Applications, solely to obtain System Content from, exchange data with, and/or write to, the Deere System, in each case, if and to the extent specified on <u>Exhibit A</u> attached hereto for each Licensee Application. Licensee acknowledges and agrees that Licensee's use of the Licensed Materials is subject to the restrictions and conditions set forth in <u>Exhibit A</u> attached hereto, as such Exhibit may be updated by Deere from time to time upon written notice to Licensee, in addition to any other restrictions or conditions set forth in this Agreement. Licensee further acknowledges and agrees that Licensee's use of the tools and other information Deere specifically provides to Licensee via the Developer Portal, or otherwise accessed by Licensee, is subject to all the restrictions placed upon use of the Licensed Materials under this Agreement.

2.2   **Permitted Uses.** Licensee's use of the Licensed Materials is permitted only for the purpose of developing, distributing, and supporting the Licensee Applications to facilitate Licensee's or Licensee's Customers' use of the Deere System or Deere Services. Licensee shall not make any material changes to the frequency or manner in which the Licensee Application interfaces with the Deere System without the express prior written consent of Deere.

Second Party's Name ____ (initials)
Deere & Company ____ (initials)
Confidential & Proprietary   **2** of **14**

2.3 **Restrictions.** Licensee shall not use the Licensed Materials for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as expressly set forth in this Agreement, Licensee shall not at any time, and shall not permit others to:

(a) Copy, modify, or create derivative works of the Licensed Materials, in whole or in part;

(b) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Licensed Materials;

(c) Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Licensed Materials, in whole or in part;

(d) Remove any proprietary notices from the Licensed Materials;

(e) Use the Licensed Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;

(f) Combine or integrate the Licensed Materials with any software, technology, services, or materials not authorized by Deere;

(g) Design or permit Licensee Applications to disable, override, or otherwise interfere with any Deere-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;

(h) Use the Licensed Materials in any of Licensee Applications to replicate or attempt to replace the user experience of any Deere System or Deere Services; or

(i) Attempt to cloak or conceal Licensee's identity or the identity of Licensee Applications when requesting authorization to use the Licensed Materials.

2.4 **Application Guidelines**. Licensee agrees that Licensee is solely responsible for the Licensee Applications that Licensee develops. Licensee further agrees that any Licensee Application must comply with the requirements available at the Developer Portal in order for such Licensee Application to interface with the Deere System.

2.5 **Access Keys.** Deere will provide Authorized Users with Access Keys that permit Licensee to call the Deere APIs through the Licensee Application. The Access Keys are the sole property of Deere. Deere may revoke any Access Key immediately and without notice if Licensee misuses an Access Key or discloses an Access Key to any third party (other than as expressly permitted under this Agreement), if the Access Keys are compromised for any reason, if Licensee violates any term of this Agreement, or if Deere terminates this Agreement. Licensee acknowledges and agrees that it shall be and remain responsible and liable for all acts and omissions of its Authorized Users, employees, agents, contractors, and other representatives, including with respect to the Access Keys and Licensed Materials, and for any breach of this Agreement by its Authorized Users, employees, agents, contractors, or other representatives.

2.6 **API Call Limitations.** Licensee agrees and acknowledges that Deere may limit the number of permitted Deere API calls, or otherwise restrict data flow to Licensee through the Deere APIs immediately and without notice to Licensee in the event that Licensee Application's use of the Deere APIs is adversely affecting the operation of any Deere Services or Deere Site.

2.7 **Application Change Review.** If Licensee materially modifies a Licensee Application, Deere may review the Licensee Application in Deere's sole discretion and may suspend or terminate

Licensee's Access Keys with respect to such Licensee Application during or after such review.

2.8   **Right to Accept this Agreement.**   If Licensee is an individual acting on behalf of a corporation, limited liability company or other entity or organization, Licensee must be duly authorized by such corporation, limited liability company or other entity or organization to enter into this Agreement. If Licensee does not have such authority, neither Licensee nor such corporation, limited liability company or other entity has any rights under this Agreement, including any right to use the Licensed Materials. Deere reserves all rights and remedies under applicable law resulting from unauthorized execution of this Agreement and use of the Licensed Materials.

2.9   **Feedback**. Licensee agrees that any advice, suggestions, or improvements offered by Licensee to Deere relating to the Licensed Materials, Deere Site, Deere Services, or other materials or information accessed by Licensee ("Feedback") are owned solely by Deere. Accordingly, Licensee will and hereby does assign all right, title, and interest in any Feedback and any intellectual property rights therein to Deere. If for any reason such an assignment of any Feedback to Deere is not allowed, Licensee will and hereby does grant Deere a royalty-free, perpetual, worldwide license to use Feedback for business purposes.

2.10   **Data Incidents**. Licensee will notify Deere promptly, as outlined in Section 12, if any Content is exposed or exfiltrated from Licensee's systems because of a data breach or failure of controls.

3.   **CUSTOMER CONTENT.**

3.1   **Using Licensee Customer Content.** Licensee will use Licensee Customers Content only as permitted under any agreement between Licensee and Licensee Customers, or as otherwise consented to by the Licensee Customer.

3.2   **Licensee Representations.** Licensee represents and warrants that   (a)   it has obtained or will obtain all third party consents, approvals, licenses or permits necessary to provide the Licensee Application to Deere Customers;   (b)   it will not permit any Licensee Customer that is also a Deere Customer to access any System Content on the Deere System unless such Licensee Customer has been Authenticated (as defined herein); and   (c)   if a Deere Customer is using a third party service provider to access System Content through the Licensee Application on its behalf, Licensee has obtained such Deere Customer's consent to make such information available to the third party service provider.

3.3   **Authentication.**   If Licensee's Application will enable Licensee's customers to   (a)   obtain System Content from the Deere System related to Deere Customers or Deere Customers' use of Deere Sites or Services; or   (b)   access or interact with Deere Sites or Deere Services in a way that requires sign-in to their Deere user accounts, Licensee may provide this access only after "Authentication" which shall occur when a Deere Customer grants the Licensee Application access to that Deere Customer's System Content via a Deere-controlled sign-in and consent workflow/through a user ID and password issued to the Deere Customer by Deere.

3.3.1   **Token.** Once the Deere Customer has notified Deere that it wishes to grant the Licensee access to such Deere Customer's Content through the Licensed Materials,

Deere will issue Licensee a Token that will give Licensee the ability to access and obtain that Deere Customer's Content. The Token may expire after a preset period, at which time the Deere Customer will need to reconfirm Licensee's access to the Content. The Deere Customer can rescind Licensee's access to such Content at any time upon notice to Deere, and thereafter the Token will no longer be available to Licensee for access to future Deere Customer's Content. The Token is the property of Deere and Licensee's use of the Token is subject to the terms of this Agreement.

3.3.2 **Restrictions.** Licensee shall not distribute, facilitate, enable, or allow access or linking to the Content which circumvents the need for a Token. Licensee is responsible and liable for any and all use of the Content using the Token, whether obtained directly or indirectly from Licensee. Licensee must not replace or modify the Token unless expressly directed to do so in writing by Deere.

3.4 **Use of System Content.** Licensee will not use any System Content in any manner that is in conflict with any agreement between Licensee and Licensee Customers, Licensee's privacy policy, any other agreement between Deere and Licensee, or this Agreement, including the requirements of Section 4.

3.5 **Protecting User Privacy**

3.5.1 **Collecting and Using Personal Information.** Licensee's use of the Licensed Materials may allow Licensee to collect Personal Information from and about Deere Customers, including information that Licensee collects directly from Licensee Customers that are Deere Customers in connection with the Licensee Application and information that is included in the System Content. Licensee's collection and use of any such Personal Information from the Deere System will be only as authorized by Licensee Customers and only as permitted in Licensee's agreement with the Deere Customer. Notwithstanding the foregoing, Licensee shall maintain a privacy policy that clearly discloses what Licensee does with any Personal Information Licensee collects from Licensee Customers, whether directly or through the Deere System. Licensee's privacy policy and Licensee's privacy practices will comply with all applicable laws, rules, and regulations. Licensee will not, under any circumstances, directly or indirectly, collect or store or disseminate or disclose Deere Customer passwords.

3.5.2 **Communication.** Licensee will not use Personal Information that Licensee receives from Deere through the Licensee Application to send or enable sending of unsolicited communications of any type provided that Licensee may send communications that Licensee Customers have explicitly consented to receive.

4. **RESTRICTED ACTIVITIES.** Licensee may not use or access (nor facilitate or enable others, including its Authorized Users, to use or access) the Licensed Materials or Content in any way not expressly permitted under this Agreement. Without limiting the generality of the foregoing, Licensee will not:

(a) Provide access or linking to the Licensed Materials from any location or source other than the Licensee Applications;
(b) Collect or store or disseminate Personal Information of any Deere Customer obtained from the Deere System, other than as provided in this Agreement;

(c) Access or use the Deere System or any Deere Services to obtain any information beyond what Deere provides to Licensee under this Agreement;

(d) Intentionally or knowingly transmit any viruses, or any destructive software or technology through the Licensee Application or using the Licensed Materials;

(e) Create a Licensee Application that, when used in accordance with its operating instructions or as otherwise directed by Licensee, violates any Deere User Agreement or applicable law;

(f) Use the Deere API in a manner that is inconsistent with the terms of this Agreement or any part of the Licensed Materials documentation available at the Developer Portal;

(g) Distribute, facilitate, enable, or provide access or linking to the Licensed Materials for any unlawful purpose or in any manner previously prohibited by Deere via a general notice or specific communication to Licensee;

(h) Have Licensee's Application or Licensee's use of Licensee Customers Content or any of the Licensed Materials: (I) be false, inaccurate or misleading; (II) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (III) violate Licensee's privacy policy, Licensee's agreement with Licensee Customers, or any law, statute, ordinance, contract, regulation or generally accepted practice in all relevant jurisdictions; (IV) be defamatory, trade libelous, threatening or harassing; (V) contain any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data; (VI) create liability for Deere, cause Deere to lose (in whole or in part) the services of its ISPs or other suppliers, or otherwise be detrimental to Deere Customers; or (VII) compete with the Licensed Materials;

(i) Provide any data or information to Deere unless Licensee represents and warrants that it is accurate and Licensee has all rights necessary to provide such data or information to Deere, and for Deere to use it; or

(j) Permit, facilitate or enable any third party to do any of the foregoing.

5. **OTHER LIMITATIONS**.

5.1 **Restrictions**. Except as expressly provided otherwise in this Agreement, Licensee agrees not to: (a) decompile, disassemble, reverse engineer, or otherwise reduce the object code portions included in the Licensed Materials; (b) remove from any part of the Licensed Materials any notice of proprietary rights or any disclaimer; (c) disclose, sell, license, sublicense, rent, or otherwise transfer the Licensed Materials or the Token without the written permission of Deere; (d) copy or modify the Licensed Materials, merge them with other software or documentation, or create derivative works based in whole or in part, except for development of the Licensee Applications in accordance with this Agreement; or (e) provide the capability in the Licensee Applications, or otherwise, for any third party to accomplish any of the actions described in (a) through (d), above.

5.2 **Open-Source Software.** Licensee agrees that, without Deere's prior written consent, it will not modify or use the Licensee Applications with any Open-Source Software in a manner that would require the redistribution of the Licensed Materials or any other Deere software or intellectual property. For the purpose of this obligation, the term "Open-Source Software" means:

5.2.1 Any software (in source or object code form) licensed from a third party under (a) a license commonly referred to as an open source, free software, copyleft or community source code license (including but not limited to any library or code licensed under the GNU General Public License, GNU Lesser General Public License,

Apache Software License, or any other public source code license arrangement); or (b)   any license that requires as a condition of use, modification and/or distribution of software subject to such license, that such software or other software combined or distributed with such software be:

(1) Disclosed, distributed, made available, offered, licensed, or delivered in source code form;
(2) Licensed for the purpose of making derivative works;
(3) Licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind; or
(4) Redistributable at no charge; and/or

5.2.2   Any software that contains, is derived in any manner (in whole or in part) from, or statically or dynamically links to any software specified under 5.2.1.

5.3   **Compliance with Laws.** At all times, the Licensee Applications and Licensee's use of the Licensed Materials and System Content will comply with all applicable laws, rules, regulations, including all applicable laws, rules, regulations, and best practices concerning privacy and data security. Licensee acknowledges that the technology, information and materials provided by Deere to Licensee hereunder may be subject to the export and foreign trade control laws and regulations of the United States, including, without limitation, the U.S. Commerce Department's Export Administration Regulations and regulations of the U.S. Treasury Department's Office of Foreign Assets Control, that potentially restrict or impose prior licensing requirements for the transfer or disclosure of the technology, information or materials to other parties. In the event Licensee breaches any of its obligations under this agreement, Deere reserves the right to revoke Licensee's Access Keys without notice to Licensee and to take any other action available to Deere under law or contract.

6.   **SUPPORT SERVICES**. The Deere API support team can be reached via the support feature on the Developer Portal.

7.   **DEERE POLICIES**. In the event of a conflict between this Agreement and any Deere User Agreement to which Licensee is a party regarding Licensee's use of the Deere APIs or the Licensed Materials, this Agreement will control.

8.   **MODIFICATIONS**. Deere may modify the Licensed Materials, the permitted uses of the Licensed Materials under this Agreement, or any of the benefits and/or features provided in connection with Licensee's use of the Licensed Materials at any time during the Term. Deere will use commercially reasonable efforts to provide Licensee with ninety (90) days prior notice of any changes that Deere believes will affect the interoperability of the Licensee Application and the Deere System, and in any event will provide Licensee with at least forty-five (45) days prior notice of such changes. Deere will maintain the immediately previous version of the Licensed Materials for a period of sixty (60) days from the date the modifications went into effect (the "Transition Period"). Modifications may affect the Licensee Applications and may require Licensee to make changes to the Licensee Applications at its own cost to continue to be compatible with or to interface with the Deere APIs or to access System Content. Notwithstanding the foregoing, Deere shall not be required to provide any modification notices for any bug fixes, error corrections, or other modifications to the Licensed Materials that Deere does not believe will affect the interoperability of the Licensee Application and the Deere System. In no event shall Deere be required to provide notice to Licensee prior to the implementation of modifications   (a)   to improve the security of the Deere System; or   (b)   required by any

law, regulation, government entity, court order or other legal or contractual requirement. If any modification to the Licensed Materials is unacceptable to Licensee, Licensee's only recourse is to terminate this Agreement. Licensee's use of the Licensed Materials after the Transition Period will constitute Licensee's acceptance of such modifications.

9.   **OWNERSHIP AND LICENSING.**

9.1   **Ownership.** As between Deere and Licensee: (a) Deere retains all rights, title and interest in and to all of the Access Keys, Licensed Materials, Deere Sites and Deere Services, including all intellectual property rights embodied therein or associated therewith, and any derivative works created therefrom; and (b) Licensee retains all rights, title and interest in and to the Licensee Applications including all intellectual property rights embodied therein or associated therewith, excluding the aforementioned rights in clause (a) above owned by or licensed to Deere. There are no implied licenses under this Agreement, and any rights not expressly granted to Licensee hereunder are reserved by Deere or its licensors. Licensee will not take any action inconsistent with Deere's ownership of the Licensed Materials, Deere Sites and/or Deere Services. Licensee will not take any action inconsistent with any rights in the System Content held by Deere, Licensee Customers, Deere Customers, or any other party.

9.2   **Prohibition of Use of Deere Name and Trademarks**. Nothing in this Agreement shall be construed as a general license from Deere to Licensee to use the name of Deere or any of its Affiliates or any derivations, trademarks, trade dress, logos, or the equivalent thereof in advertising or sales materials or in any other manner whatsoever. During the Term:

9.2.1   Licensee is authorized to use the name "John Deere" and the names of Deere Services in promotional or marketing materials to make a factual statement that the Licensee Application is compatible with Deere Services. For example, Licensee may state "compatible with the John Deere JDLink Telematics System" for a compatible Licensee Application. Any reference to Deere Services must use the same formatting and appear in the same type size, type font, and color as the surrounding text. Licensee will not represent, directly or indirectly, that the Licensee Application has been created or endorsed by Deere;

9.2.2   Licensee will not use any Deere trademark image, including the leaping deer logo or images of John Deere equipment bearing Deere trademarks including the green and yellow color combination trademarks without prior written approval and pursuant to paragraph 9.2.4 below;

9.2.3   Licensee will not make any statement or representation whatsoever regarding Deere's opinion of Licensee's company, products or services or the Licensee Applications, without Deere's prior express written approval; and

9.2.4   If Deere provides prior approval for the use of its name or logo, Deere further reserves the right to revoke the use of its names or logos at any time. Any use of Deere's name or logo by Licensee will be consistent with Deere's brand guidelines. Reference Developer Portal for an up-to-date media kit.

9.3   **Use of Licensee Name and Trademarks.** Licensee agrees that Deere may use Licensee's trade names, trademarks, service marks, logos, and domain names ("Marks") as provided by Licensee in the Deere System for the purpose of advertising or publicizing on the Deere site or in sales bulletins or presentations Licensee's use of the Licensed Materials and to identify

Licensee to the Deere Customer concerning functionality made available from this Agreement. If the Licensee Application is branded in the Deere System with Marks of an entity other than Licensee, Licensee hereby grants Deere the right to use those Marks for the purpose of advertising or publicizing Licensee's use of the Licensed Materials and to identify the owner of those Marks to the Deere Customer, and Licensee warrants that it has the authority to grant such license to Deere.

9.4 **Competitive or Similar Materials.** In no event will Deere be precluded from discussing, reviewing, developing for Deere, having developed, acquiring, licensing, or developing for third parties, as well as marketing and distributing, materials which are competitive with or similar to the Licensee Applications or other products or services provided by Licensee.

10. **THIRD PARTY CONTRACTORS AND AFFILIATES**. Licensee may engage third party contractors or Affiliates ("Engaged Third Parties") as necessary to facilitate Licensee's performance under this Agreement and for this purpose may grant such Engaged Third Parties a sublicense to use the Licensed Materials as permitted under this Agreement, provided that Licensee requires all of Licensee's Engaged Third Parties to be bound by all of the terms and conditions and restrictions contained in this Agreement. Licensee acknowledges and agrees that any act or omission by Licensee's Engaged Third Parties that constitutes a breach of this Agreement will be deemed a breach of this Agreement by Licensee, and that Licensee will be and remain responsible and liable for any act or omission of, or breach of this Agreement by, its Engaged Third Parties.

11. **AVAILABILITY**. Deere makes no guarantees with respect to the availability or uptime of any Deere API, Licensed Materials, System Content, Deere Sites or Deere Services. Deere may conduct maintenance on any of the Deere APIs or the Licensed Materials. Deere may change the method of access to the Licensed Materials at any time upon notice to Licensee. In the event of degradation or instability of Deere's system or an emergency, Deere may, in its sole discretion, temporarily suspend Licensee's access to the Deere APIs, Licensed Materials or Deere's Content, Sites and/or Services. Without limiting other remedies, Deere may limit, suspend, or terminate Licensee's use of the Licensed Materials and/or Services at any time with written notice if Deere believes that Licensee is in breach of this Agreement.

12. **SECURITY STANDARDS**. Licensee's continued access to the Deere APIs, Licensed Materials and System Content stored in the Deere System is subject to Licensee's compliance with the API Security Standards hereto. If Licensee is not compliant with the requirements and a Content rights holder desires Licensee to purge such Content from the systems under Licensee's possession or control, Licensee shall purge such Content and report the completion of this activity to Deere.

12.1 **Security Breach; Restricted Activities**. For purposes of these Security Standards, a "Security Breach" is defined as a breach of security of Licensee's Application, facility, systems, or site where System Content has been accessed or acquired by an unauthorized person. The "Restricted Activities" are the activities prohibited in Section 4.1 of the Agreement.

12.2 **Notification and Timing.** Notwithstanding any other legal obligations Licensee may have, Licensee agrees to immediately notify Deere in writing upon Licensee's discovery of a Security Breach or that any of Licensees employees, agents, contractors, or other representatives have engaged in any Restricted Activities. Licensee agrees to notify Deere of Licensee's detection of a Security Breach or of any Restricted Activities no more than twenty-four (24) hours after its detection.

12.2.1 **Notification Format**. Licensee's notification of a Security Breach or Restricted Activities in accordance with the requirements set forth above will take the form of contacting API Developer Support via the Developer Portal or an email to [**apidevsupport@johndeere.com**]. Such notification email will include: a problem statement, expected resolution time (if known), and the name and phone number of Licensee's representative that Deere can contact to obtain incident updates.

13.   **DISCLAIMER OF WARRANTIES**. Except as expressly stated herein, Deere disclaims all warranties and conditions, express, implied or statutory, including without limitation the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Deere does not represent or warrant that the Deere APIs, licensed materials, system content, Deere sites, or Deere services will operate securely or without interruption. All Deere APIs, licensed materials, system content, Deere sites, or Deere services are provided "as is" and "as available." Licensee acknowledges that licensee has not entered into this agreement in reliance upon any warranty or representation except those specifically set forth herein.

14.   **LIMITATION OF LIABILITY**. Deere will have no direct, indirect, consequential, incidental, special, exemplary, punitive, or other liability whether in contract, tort, or any other legal theory, under this agreement, even if advised of the possibility of such liability and notwithstanding any failure of essential purpose of any limited remedy.

15.   **INDEMNIFICATION.** Licensee will indemnify, defend and hold Deere and their respective employees, agents, consultants, and licensors harmless against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") that may arise from or are related to   (a)   use of the Deere APIs or Licensed Materials; or   (b)   the development, maintenance, use and content of the Licensee Applications, including but not limited to any claim that a Licensee Application or the use thereof infringes or misappropriates any third party intellectual property or other proprietary rights; or   (c)   Licensee's or its contractors' breach of this Agreement or its performance or failure to perform under this Agreement. At Deere's option, Licensee will assume control of the defense and settlement of any Claim subject to indemnification by Licensee provided that, in such event, Deere may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, Licensee will not settle any such Claim without Deere's prior written consent.

16.   **INSURANCE**. Licensee throughout the Term of this Agreement, at its sole expense, shall purchase and maintain from an insurer rated no less than A- and Size VIII by AM Best and is licensed to do business in the state and or country in which the services are performed network and privacy (cyber) liability insurance coverage with a limit of not less than One Million U.S. Dollars ($1,000,000) for each claim or loss. Licensee must submit an acceptable certificate of insurance to Deere & Company as evidence that the insurance and amount is in force at least thirty (30) days prior to the performance of services and upon each renewal or replacement of such insurance coverage. Licensee shall provide not less than thirty (30) days prior written notice of any cancellation of, or intent not to renew the insurance without substitution. Deere and its Affiliates shall be named as additional insureds. The insurance obligations imposed by this Section are separate and distinct from any indemnification obligations imposed by this Agreement. The insurance as required in this Agreement shall in no way be interpreted as relieving Licensee of any indemnification obligation in this Agreement.

17.   **TERM AND TERMINATION.**

17.1   **Term.** This Agreement shall commence on the Effective Date and shall continue until terminated by a party as provided in section 17.2 below ("Term").

17.2   **Termination.** This Agreement may be terminated either: (a)   by either party upon 90 days' written notice;   (b)   by either party if the other party breaches this Agreement, and such breach is not cured within thirty (30) days after written notice of such breach is given by the non-breaching party, provided that Deere may terminate this Agreement immediately upon written notice to Licensee in the event of a breach by Licensee of Sections 4 or 188; or   (c) by Deere, upon prior written notice to Licensee in the event of any change in the ownership, management or control of Licensee or the business of Licensee. Licensee will promptly advise Deere in writing of any change of ownership or control event described in the foregoing subclause.

17.3   **Effect of Termination.** Upon the termination of this Agreement, Licensee's Access Keys will be revoked, and all licenses granted hereunder will terminate. Licensee will destroy all Licensed Materials within ten (10) days of termination and provide written proof of destruction of same to Deere upon request.

17.4   **Survival.** This section and the following Sections will survive any termination or expiration of this Agreement: [1] Definitions, [3] Licensee Customers Content, [4] Restricted Activities, [7] Deere Policies, [9.1] Ownership, [9.4] Competitive or Similar Materials, [13] Disclaimer of Warranties, [14] Limitation of Liability, [15] Indemnification, [17.3] Effect of Termination, [18] Confidentiality, [19] Publicity, and [21] Miscellaneous.

18.   **CONFIDENTIALITY**. The parties do not anticipate that any confidential information will be exchanged under this Agreement. If the parties determine that confidential information must be shared to effectuate the work under this Agreement, the parties will agree to a separate Nondisclosure Agreement to govern such exchange of confidential information and the terms of such Nondisclosure Agreement will become part of this Agreement.

19.   **PUBLICITY**. Licensee will not make any public statement regarding this Agreement, the terms of this Agreement, any aspect thereof, or the Licensed Materials, without Deere's prior written approval. Licensee permits Deere to make public statements regarding Licensee Application's compatibility with the Deere System.

20.   **PRICING AND PAYMENT**. Licensee will pay all license fees identified in Exhibit A according to any payment terms stated in Exhibit A.

21.   **MISCELLANEOUS.**

21.1   **Assignment**. Except as otherwise expressly provided herein, neither this Agreement, nor any rights granted hereunder may be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by Licensee without the prior written consent of Deere (which may be granted or withheld in Deere's sole and absolute discretion), and any attempt to do so will be deemed null and void.

21.2   **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Second Party's Name _____ (initials)
Deere & Company _____ (initials)
Confidential & Proprietary

21.3 **Governing Law; Venue**. The laws of the State of Illinois (without giving effect to its conflicts of law principles and without regard to the Uniform Computer Information Transactions Act (UCITA) or any version or revision of UCITA) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The parties consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Illinois for the purposes of adjudicating any matter arising out of or relating to this Agreement. If licensee resides in a jurisdiction wherein the enforceability of the terms of this section 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.

21.4 **No Waiver.** The failure of a party to enforce a provision, exercise a right or pursue a default of this Agreement shall not be considered a waiver. The express waiver of a provision must be in writing and is to be effective only in the specific instance, and as to the specific purpose, for which it was given. Unless stated otherwise, all remedies provided for in this Agreement are to be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity or otherwise.

21.5 **Severability**. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force and effect so long as the essential terms and conditions of this Agreement reflect the original intent of the parties and remain valid, legal, and enforceable.

21.6 **Language**. Unless otherwise agreed in writing by authorized representatives of both parties, the English language is to be used exclusively by the parties for this Agreement and all documents relating to this Agreement.

21.7 **Section Headings and Captions.** The section headings and captions contained in this Agreement are for convenience only and do not affect the construction or interpretation of any provision of this Agreement.

21.8 **Construction.** This Agreement is the result of arm's length negotiations between the parties and each of the parties has agreed to the use of the particular language in this Agreement. The parties further acknowledge that any questions of doubtful or unclear interpretation are not to be resolved by any rule or interpretation against the drafters, and that each party has participated in drafting this Agreement. Accordingly, this Agreement is to be construed without regard to the party or parties responsible for its drafting or preparation.

21.9 **Counterparts**. This Agreement may be executed in counterparts and delivered to each of the parties by facsimile. Facsimile, photocopy, or digitally imaged signatures are deemed as legally enforceable as the original. Each such counterpart is deemed an original instrument, but all such counterparts taken together constitute one and the same agreement.

21.10 **Injunctive Relief**. Licensee agrees that money damages may not be a sufficient remedy for breach of this Agreement by Licensee and that Deere is entitled to seek injunctive relief

without proof of actual damages. In addition, Deere may seek other appropriate relief, including monetary damages.

21.11   **Non-Agency.** Nothing in this Agreement, and no conduct, communication, trade practices, or course of dealing, shall be interpreted or deemed to create any partnership, joint venture, association, agency, syndicate, or fiduciary relationship between the parties or their subsidiaries or affiliates. Nothing in this Agreement gives either party the right, power, or authority to make any statements, commitments, or agreements that bind the other party.

21.12   **Entire Agreement; Amendment.** This Agreement, including all Exhibits hereto, and any applicable Deere User Agreement to which Licensee is a party, constitutes the complete and exclusive statement of the Agreement between Licensee and Deere and supersedes all prior oral or written proposals, prior agreements, and other prior communications between the parties, concerning the subject matter of this Agreement. No amendment, waiver or modification of this Agreement by Licensee is binding unless it is in a writing that explicitly references this Agreement and is signed by an authorized representative of Deere.

Each of the Parties has caused this Agreement to be executed and delivered by its duly authorized representative, below.

Deere & Company   **Licensee**

_____   _____
(Signature)   (Signature)

_____   _____
(Print Name)   (Print Name)

_____   _____
(Title)   (Title)

_____   _____
(Date)   (Date)

Exhibit A
Deere APIs/Licensee Applications

1.   API Description

The complete documentation for the API is provided on the Developer Portal. The functionality of the API may be modified or expanded by Deere during the term of this Agreement, and the scope of functionality licensed to Licensee shall be as described in the then-current documentation on the Developer Portal.

2.   Licensee Application(s)

Application	Client Key	API Accessed

3.   Pricing

None.

4.   Payment

None.