

FLEETCOMMAND GENERAL CONDITIONS OF USE

INTRODUCTORY PROVISIONS

1. These FLEETCOMMAND General Conditions of Use apply to the provision of telematics services by Ploeger Machines B.V., PMC Harvesters Ltd. and Bourgoin SAS, or their affiliated companies (hereinafter referred to as: the Supplier). Any deviations from or additions to these General Conditions of Use are subject to the express written permission of the Supplier.

2. The Supplier develops, manufactures and sells professional agricultural harvesters (hereinafter referred to as: the Product) and telematics systems, consisting of hardware and software.

3. The Supplier sells and delivers the Product to companies, including agricultural companies (hereinafter referred to as: the Purchaser), which either use the Product themselves or make it available in any way to commercial end users for cultivating the land.

4. By collecting data from the Product and analysing it by means of Software, the Supplier can provide telematics services to the Purchaser by means of telematics systems, called FLEETCOMMAND, which allow the Purchaser to monitor the Product for, among other things, usage and maintenance purposes;

5. FLEETCOMMAND is accessible via a web portal and a web API (application programming interface for web services) for a mobile device, called FIELDCOMMAND.

6. These Conditions of Use set out the rights and obligations with regard to the use of FLEETCOMMAND, including access to FLEETCOMMAND. These Conditions of Use are applicable if the parties agree to this in writing or otherwise.

DEFINITIONS

7. In these Conditions of Use the following terms have the following meanings:

- **"Analyses"**: Product Data generated, among other things, by sensors in the Product and analysed, processed and enriched by Software for the purpose of providing telematics services to the Purchaser;
- **"FLEETCOMMAND"**: the telematics services of the Supplier, including associated hardware, Sensor and Software, which provide added value to the Purchaser of the Product based on Data, such as data and software management services as well as services enabling the collection, management and transfer of data between the Product and servers and diagnostic services for machines and machine maintenance;
- **"Conditions of Use"**: these FLEETCOMMAND General Conditions of Use;
- **"Data"**: includes the following information:
- **"Product Data"**: technical information about the Product, such as measurement data, metric values, etc., received and collected by means of a Sensor;
- **"Analyses"**: Product Data analysed and enriched by Software for the purpose of providing services to the Purchaser, such as data and software management services as well as services enabling the collection, management and transfer of data between the Product and servers and diagnostic services for machines and machine maintenance; Analyses can also be used to further develop the products of the Supplier;
- **"Agreement"**: the Agreement between the parties which extends to, among other things, the use of FLEETCOMMAND, including all annexes, including these Conditions of Use;
- **"Personal Data"**: any information relating to a person that can be traced back to that person;
- **"Sensor"**: a component that is sold together with and/or incorporated into the Product that is based on and corresponds to Software. A Sensor is used, among other things, for the collection of Product Data and the collection and transmission of Product Data between the Sensor and the Software;
- **"Software"**: Software of the Supplier (or of a third party) that communicates with the Sensor in order to obtain access to Product Data and to generate, receive, collect, store, transfer, analyse, select, process and enrich Product Data.

CONTENTS OF FLEETCOMMAND

8. FLEETCOMMAND enables the Purchaser to consult and manage, among other things, its own technical data of the Product obtained by means of a Sensor and stored on servers of the Supplier. FLEETCOMMAND also includes data and software management services, as well as services enabling the collection, management and transfer of information between the Product and the servers and services for remote diagnoses and remote maintenance.

9. FLEETCOMMAND operates by using the (wireless) mobile telephony network of providers, including local providers. FLEETCOMMAND as provided by the Supplier only includes the services offered in the Agreement.

10. By entering into an Agreement to use FLEETCOMMAND, the Purchaser consents to the Supplier retrieving, collecting and analysing Product Data and making Analyses available to the Purchaser.

11. The Supplier uses the cloud services of Microsoft Azure for the operation of FLEETCOMMAND, including for the storage and security of Product data and Analyses. In addition to the Agreement and these Conditions of Use, the access to and use of FLEETCOMMAND by the Purchaser is subject to the acceptance by the Purchaser of the terms and conditions of the cloud services of Microsoft Azure, which are presented when the Purchaser logs in or receives access to FLEETCOMMAND. The Supplier is not liable or responsible to the Purchaser for any acts or failure to act or for any costs and damage in connection with the cloud services of Microsoft Azure.

USE OF FLEETCOMMAND

Web portal

12. FLEETCOMMAND is accessible via a web portal.

13. In order to gain access to FLEETCOMMAND, the Supplier will create a main account at the request of the Purchaser. This main account contains a user ID and a password to identify the Purchaser. After this main account has been requested and allocated by the Supplier, the Purchaser can immediately log in. The Purchaser will keep the password strictly confidential. The Purchaser will not transfer this main account to third parties.

14. By logging in to the main account, the Purchaser can access and/or use FLEETCOMMAND.

15. The Purchaser is responsible and liable for the unauthorized use of this account and for all activities that take place in or through the account after a main account has been allocated. The Supplier is not responsible or liable for any damage or loss as a result of unauthorized use of this account of the Purchaser.

16. On the basis of the main account allocated by the Supplier, the Purchaser is entitled to request in writing a maximum of five sub-accounts from the Supplier, by means of an application form, and thus to set up its own digital organisation of internal departments and/or end users. The Purchaser is committed to providing accurate information and keeping it up to date. The Purchaser is responsible and liable for these sub-accounts and for all activities that occur via these sub-accounts.

17. The Purchaser will immediately inform the Supplier if it observes that third parties have access to its main account and/or FLEETCOMMAND via its main account without its permission, or of any other infringements.

SIM card

18. The Supplier can also use a SIM card for the delivery of FLEETCOMMAND. If the SIM card is not already installed on the Product, it can only be purchased from the Supplier. The SIM card may only be used for FLEETCOMMAND in connection with the relevant Product. The Purchaser does not acquire ownership of the SIM card. All rights, including the rights to the software installed on the SIM card, are and will remain vested in the Supplier.

The Purchaser is required to return or destroy the SIM cards upon expiry or termination of the Agreement.

In the event of disruptions in FLEETCOMMAND, the Supplier is entitled to replace or modify the SIM cards. The Supplier is entitled to deactivate the SIM Card if the Purchaser uses the SIM Card for any purpose other than the use of FLEETCOMMAND; all additional costs involved will be charged to the Purchaser.

The Purchaser must notify the Supplier immediately if the SIM Card is lost or stolen, if the SIM Card no longer works as a result of damage, or if the SIM Card has been misused in any way. The Purchaser is not permitted to transfer the SIM Card to a third party without the express written consent of the Supplier.

Personal data

19. If and to the extent that accounts or sub-accounts contain personal data, the Privacy Policy of the Supplier, which is attached to these Conditions of Use, applies.

PERMISSION

Rights and obligations of Purchaser

20. As long as the Purchaser complies with these Conditions of Use, the Supplier grants the Purchaser permission to use FLEETCOMMAND for the agreed purposes and for the agreed term.

21. The Purchaser is prohibited from using FLEETCOMMAND for purposes other than those for which it is intended, or from misusing or fraudulently using FLEETCOMMAND or having it misused or fraudulently used by third parties. This includes:

- gaining unauthorized access to, modifying or interfering with any part of FLEETCOMMAND or the associated telecommunications facilities, networks, data files, programs and procedures;
- transmitting obscene, lascivious, defamatory, obscene or illegal information or infringing the intellectual property rights of third parties by means of FLEETCOMMAND;
- using FLEETCOMMAND for reverse engineering or cloning purposes;
- using FLEETCOMMAND for unlawful, wrongful, illegal or fraudulent purposes;
- using a ruse, misrepresentation or another method to avoid paying for FLEETCOMMAND;
- The Purchaser will immediately report any misuse or fraudulent use of which the Purchaser becomes aware to the Supplier. The Purchaser is liable for all costs and damages resulting from incorrect use, misuse or fraudulent use on its part.
- In such case, the Supplier is then also entitled to suspend FLEETCOMMAND and/or terminate the Agreement immediately without the Purchaser being entitled to any payment, repayment or compensation for costs and damage and without prejudice to the other statutory rights of the Supplier.

Rights and obligations of Supplier

- 22. The Supplier will not sell Product Data or Analyses of the Purchaser to third parties.
- 23. The Supplier will not modify the Product of the Purchaser, unless this is necessary in connection with safety measures.
- 24. The Supplier is not responsible and/or liable for:
 - misuse of Data by third parties, including employees of the Purchaser;
 - data usage costs of the Purchaser (including Wi-Fi router, cable, SIM card, MB);
 - any damage resulting from cybercrime by or in connection with FLEETCOMMAND or errors on the part of the Purchaser.
- 25. The Supplier will maintain FLEETCOMMAND. Maintenance can take place at any time, even if this results in limited availability or no availability. Maintenance will be announced in advance where possible.
- 26. However, the Supplier does not guarantee the uninterrupted availability of FLEETCOMMAND.
- 27. The Supplier is entitled to update FLEETCOMMAND during the term of the Agreement. However, the Supplier is not liable for loss of Data, Product Data or Analyses during updates.
- 28. The Supplier can offer to sell the Purchaser upgrades or new services. Upgrades may contain new features or improve features of FLEETCOMMAND. Upgrades may be subject to new and/or additional conditions of use.

INTELLECTUAL PROPERTY/ LICENCE

29. FLEETCOMMAND is the intellectual property of the Supplier and, unless otherwise agreed, it may not be copied or used in any way without the separate written consent of the Supplier.

30. The Supplier grants the Purchaser a non-exclusive and transferable right to use FLEETCOMMAND in conjunction with the Product.

31. The Purchaser is entitled to the Product Data generated by the Sensor and the Analyses generated by FLEETCOMMAND. The Supplier is granted an unrestricted, royalty-free, worldwide, perpetual, irrevocable, non-exclusive, sublicensable and transferable licence to use and copy these Product Data and Analyses internally as it sees fit.

32. The Supplier is therefore entitled to consult the Product Data and Analyses in order to provide or improve a contractually determined service. The Purchaser agrees that the Supplier may also use the Product Data and Analyses for its own business operations purposes, such as statistical purposes or to improve or develop the products and services of the Supplier.

TRANSFER

33. The Supplier grants the Purchaser the right to transfer the Product together with FLEETCOMMAND to a third party during the term of the Agreement.

34. If the Purchaser transfers ownership of the Product, the Purchaser will inform the new customer that it is required to enter into an agreement with the Supplier for the delivery of FLEETCOMMAND. At the request of the Purchaser, the Supplier will transfer the customer account to the new owner. If the Purchaser does not notify the Supplier of the transfer, the Supplier is not responsible and/or liable for the correct operation of FLEETCOMMAND and/or the confidentiality of the Data of the Purchaser. The Purchaser will indemnify the Supplier against claims by the new owner or third parties in connection with an improper transfer by the Purchaser.

35. The Supplier is entitled to transfer its rights and obligations under the Agreement to a third party that acquires FLEETCOMMAND or the relevant business activity of the Supplier.

SECURITY AND BACK UP

36. The Supplier will take appropriate technological and organisational security measures against computer viruses and other malicious and/or harmful software, in accordance with the generally applicable security rules of the trade, as well as against unauthorised use, unauthorised modification, access or distribution of FLEETCOMMAND or parts of FLEETCOMMAND. In this respect, the Supplier may temporarily suspend or terminate access to FLEETCOMMAND, without being liable to pay any compensation.

37. The Purchaser will ensure, among other things, that:

- technical security measures are not removed or circumvented;
- appropriate technical and organisational security measures are taken to fulfil its obligations under Article 21;
- all instructions relating to the use of FLEETCOMMAND are followed.

38. The Purchaser is responsible for backing up the Product Data and Analyses.

GUARANTEE

39. Since FLEETCOMMAND operates on the basis of the Product, among other things, and the Supplier is dependent for this on circumstances beyond its reasonable control, such as network connections and the cloud services of Microsoft Azure, the Supplier does not guarantee the accuracy, completeness, suitability, usability for a particular purpose, reliability or availability of FLEETCOMMAND. The Supplier is also not obliged to repair in the event of the corruption or loss of Data.

LIABILITY

40. The Supplier is not liable for any damage in connection with the use of FLEETCOMMAND, except in the event of gross negligence on the part of the Supplier. In particular, the Supplier is not liable for indirect damage, consequential damage, loss of profit, lost savings or damage due to business interruption.

41. Gross negligence occurs where an act or failure to act involves either a failure to pay due attention to serious consequences which a diligent contracting party would normally foresee or a deliberate disregard for the consequences of such an act or failure to act.

42. The Purchaser will indemnify and hold the Supplier harmless from all claims by third parties in connection with the use of FLEETCOMMAND by the Purchaser.

43. The Supplier is never obliged to compensate the Purchaser for damage incurred as a result of an event of force majeure.

Force majeure includes disruptions or failures of the internet or the telecommunications infrastructure, disruptions in the services or cloud services of Microsoft Azure or FLEETCOMMAND (such as inaccessibility, failure, cybercrime or problems with authorities due to the infringement of laws), terrorism, power failures, domestic unrest, mobilisation, war, obstacles in transport or trade, flooding, strike, lock-out, business interruptions, stagnation in the supply and fire.

SUSPENSION / DISSOLUTION

44. If the Supplier discovers that the Purchaser is in breach of these Conditions of Use, the Supplier will be entitled - without prejudice to its other statutory rights - to restrict or deny access to FLEETCOMMAND by the Purchaser until the breach has been remedied, or - as far as possible - to remove Product Data or Analyses or to remove the accounts or user accounts and/or to dissolve the Agreement without judicial intervention, all of this without the Supplier having to pay any compensation.

45. The Supplier is entitled to recover damage resulting from breaches of these Conditions of Use from the Purchaser. The Purchaser will indemnify and hold the Supplier harmless from and against all claims by third parties relating to damage resulting from a violation of these Conditions of Use.

TERM AND TERMINATION

46. FLEETCOMMAND is activated as soon as the Product is started up.

47. The term is indefinite. Either party may terminate the Agreement at any time subject to a notice period of one month.

CONSEQUENCES OF TERMINATION

48. Upon termination by the Purchaser, under the terms of Article 45, the Purchaser is not entitled to any refund of fees paid by the Purchaser for FLEETCOMMAND and the Purchaser will no longer have access to FLEETCOMMAND, the Analyses and the Product Data already collected.

49. Upon termination of the Agreement, FLEETCOMMAND will be discontinued for all Products delivered to the Purchaser.

50. Upon termination of the Agreement, all rights and licences of the Purchaser under these Conditions of Use will expire.

51. At the time of termination of the Agreement, the Product Data of the Purchaser will no longer be collected in FLEETCOMMAND. Product data that has been collected and stored via FLEETCOMMAND and the Analyses, may be retained by the Supplier in connection with Articles 31 and 32 of these Conditions of Use (licence of the Supplier).

CONFIDENTIALITY

52. The information provided by the parties to each other in connection with FLEETCOMMAND is strictly confidential. The parties may not disclose this information to third parties in any way whatsoever, except where the disclosure is made on the basis of a legal obligation to provide information, or when the disclosure is made with the prior written consent of the other party or is necessary for the operation of FLEETCOMMAND.

53. The parties are not entitled to use the information obtained from the other party for other purposes or in a different manner than agreed upon.

54. These confidentiality obligations apply both during and after the term of the Agreement.

OTHER PROVISIONS

55. This Agreement is governed by Dutch law. The Vienna Sales Convention (CISG) is excluded.

56. All disputes in connection with this Agreement will be submitted to the competent Dutch court in the district in which the Supplier has its registered office, insofar as the rules of mandatory law do not prescribe otherwise.

57. If a provision in this Agreement requires that a notification must be made 'in writing', this requirement will also be met if the notification is communicated by e-mail, provided that it has been sufficiently established that the message actually originates from the alleged sender and that the integrity of the message has not been compromised.

58. The version of the notification or information, as stored by the Supplier, is deemed to be correct unless the Purchaser provides relevant proof to the contrary.

59. If any provision in this Agreement proves to be invalid, this will not affect the validity of the other provisions. In such case, the parties will adopt a new provision or new provisions as a replacement, which provision or provisions will express the intention of the original as much as is legally possible.