

**JOHN DEERE PURCHASE ORDER
STANDARD TERMS AND CONDITIONS
GOODS AND SERVICES**

These Standard Terms and Conditions and the terms on the face of this purchase order are referred to as this "Order". Unless this Order expressly provides otherwise, it is limited to the terms and conditions set forth herein. If Buyer objects to any additional or different terms or conditions that Seller proposes at any time, whether in a proposal, quotation, acknowledgment or other document, any such proposed terms and conditions are ineffective.

1. DEFINITIONS. "Buyer" means John Deere Limited, or its subsidiary or affiliate that executes this Order. "Seller" means each individual, corporation, or other entity providing Goods and/or performing any Services. Buyer and Seller is each a "party". "Services" means all services furnished by Seller and purchased by Buyer under this Order, and all deliverables, reports, plans, ancillary goods, products, and materials provided by Seller to Buyer in conjunction with those services. "Laws" means statutes, laws, ordinances, regulations, decrees and judicial and other governmental decisions and orders. A "Worker" is an employee or worker of the indicated party. "Including" and similar words and phrases are not limiting. "Deere Group Members" means Deere & Company, and its direct and indirect subsidiaries and affiliates, including Buyer. "Date Compliant" means the ability of the Software to provide all the following functions: (a) respond to a two-digit year input in a way that resolves any ambiguity as to the correct century in a disclosed, defined and predetermined manner; (b) function without interruption and accurately, in accordance with the Documentation and all other Specifications, before, during, and after any change in day, month, year or century, without any change in operations associated with the advent of the new date; (c) consistently and correctly handle all date information including before, during, and after 1 January, 2000 (including accepting date input; providing date output; and correctly performing calculations and comparisons on dates or portions of dates including the correct recognition and processing of the leap year date of 29 February); and (d) store and provide output of date information in ways that are unambiguous as to century. "Goods" means the items, materials, equipment, software, hardware, tooling, and/or parts supplied under this Order. "Open Source Software" means (a) any software that requires as a condition of use, modification and/or distribution of such software, that such software: (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; and/or (iii) is capable of being redistributed free of enforceable Intellectual Property rights; and/or (b) any software that contains, is derived in any manner (in whole or in part) from, or statically or dynamically links against any software specified under (a). Open Source Software includes, any software modules or packages licensed or distributed under any of the following licenses or distribution models: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic License; (c) the Mozilla Public License; (c) the Common Public License; (e) the Sun Community Source License (CSL); and (f) the Sun Industry Standards Source License (SISSL).

2. ACCEPTANCE AND MODIFICATIONS; ENTIRE AGREEMENT. This Order, whether or not issued with reference to a quotation or proposal of Seller, constitutes an offer by Buyer to Seller. If Seller accepts this Order, its terms and conditions constitute the entire agreement between the parties as to its subject matter, and no other terms, conditions, or prior or contemporaneous negotiations or agreements apply. Seller may accept this Order by a writing that refers to it and does not vary its terms, or by commencing performance of Services or supply of Goods. No change or modification of this Order is valid unless confirmed in writing by Buyer. Seller acknowledges having access to the terms and conditions of this Order, including those incorporated by reference, whether to a website or otherwise. Unless specifically agreed by both parties in writing, the terms and conditions of this Order apply to the performance of all Services and the provision of all Goods.

3. TERM. The term of this Order begins and ends on the dates set forth on the face of this Order ("Face"), or when earlier terminated by Buyer in accordance with this Order's terms.

4. PRICE. The price for Goods and/or Services is set forth on the Face ("Prices"). Seller warrants that the Prices are complete and that no additional charge of any type will be added without Buyer's prior, written consent. If the Supplier provides parts mentioned in this Order to any other Deere Group Members, they will be added to the quantities supplied to the Buyer for calculating volume discounts.

5. PAYMENT. Unless otherwise stated in this Order, Buyer will pay invoices for Services net 30 days from the date of receipt of a properly prepared invoice ("Payment Due Date"). Buyer may take discounts offered by Seller if payment is made on or before the Payment Due Date. Seller must submit invoices electronically after Buyer accepts Goods or Services, and Buyer will not pay an invoice submitted more than 60 days after acceptance of Goods or Services. Buyer may set off, against amounts Buyer owes Seller, any amounts Seller owes Buyer, whether as indemnity, for expenses that Buyer pays that are for Seller's account, or otherwise.

6. SHIPMENT/DELIVERY. Seller must ship/deliver in accordance with instructions and specifications set forth in this Order. If not shipped / delivered in accordance

with Buyer's instructions and specifications, Seller is responsible for any additional costs incurred by Buyer as a result of Seller's failure to comply with such instructions and/or specifications, in addition to any other remedies Buyer may have.

7. DOCUMENTS. With each shipment of Goods or delivery of Services, Seller must submit all documents that Buyer specifies.

8. INSPECTION, ACCEPTANCE, REJECTION. (a) Buyer may inspect or test (or appoint an independent third party to inspect or test) Goods or Services one or more times, at Seller's premises, while in transit, or at the point of destination. All inspection and test expenses are for the account of Seller. (b) Buyer may observe Seller's inspection, quality and reliability procedures and review supporting data. (c) Buyer receives Goods and Services subject to inspection and acceptance (or rejection) following delivery. Acceptance must be in writing to be valid. Neither payment nor transfer of title constitutes acceptance. Acceptance does not relieve Seller from any of its obligations or warranties. (d) If, in Buyer's judgment, the Goods or Services do not conform with the requirements of this Order, Buyer has the right to reject the Goods or Services in whole or in part and, in addition to any other rights or remedies it may have, Buyer may, in its sole discretion: (i) seek reimbursement, credit, replacement, or repair, or (ii) correct, rework, or repair the Goods or Services, with all associated costs to be charged to and paid by Seller. (e) Buyer may give Seller notice of rejection, or revocation of acceptance, notwithstanding any payment, approval, inspection, or prior acceptance. (f) No inspection, approval, delay or failure to inspect, or failure to discover any defect or other non-conformity, relieves Seller of any obligations under this Order, or limits, revokes or waives any right or remedy of Buyer with respect to Seller's performance. All non-conforming Goods and Services that Seller makes conforming will have the same warranties as stated in Sections 13 and 14, from the date of acceptance

9. DUTY DRAWBACK RIGHTS. By signing this Order, Seller transfers to Buyer all rights associated with Goods or Services that relate to customs duty and import drawback (including rights developed by substitution and rights which may be acquired from Seller's suppliers). Seller must inform Buyer of the existence of these rights and promptly, provide any documents Buyer requests to facilitate the exercise of these rights.

10. COMMITMENTS. Unless otherwise authorized in writing by Buyer, Seller must not make commitments for personnel or materials, or begin work, relating to this Order before reasonably necessary to provide the ordered Goods or Services.

11. PACKAGING AND LABELING LAWS. Seller must package and label Goods and their containers, and transport them, in accordance with Buyer's instructions and all applicable laws, including packaging, shipping and labeling laws. If Buyer's instructions are contrary to any legal requirements, Seller must promptly inform Buyer. No charge for packing, packaging, containers or transportation will be allowed except as provided for in this Order.

12. EXCESS GOODS AND/OR SERVICES. Except for customary quantity variations recognized by trade practice, Buyer has no obligation to accept or pay for Goods or Services in excess of those that Buyer orders. Buyer may, at its discretion, return excess Goods to Seller, as Seller's risk and expense. If Buyer reasonably determines that excess Goods cannot be returned, Buyer will hold them at Seller's risk and expense. Buyer is not responsible for any loss of or damage to the excess Goods while they are in Buyer's possession. Seller grants to Buyer a lien over excess Goods, for repayment of amounts Seller owes to Buyer at any time.

13. SERVICE WARRANTIES and COVENANTS. Seller represents, warrants and covenants to Buyer (a) Seller will perform the Services in a professional and workmanlike manner, in conformity with the requirements of this Order; (b) the Services will be complete and accurate, and conform to all Buyer's specifications; (c) Seller will perform the Services within the time frames specified in this Order, time being of the essence; (d) Seller will engage Workers or other personnel with sufficient skill, knowledge and training to perform the Services in accordance with the requirements of this Order, and within the required time frames; (e) neither Seller nor any of the Services will at any time be in violation of any applicable Law, and Seller will obtain any permits or licenses required to comply with such Laws; (f) the Services will not violate or infringe the rights of Buyer, or any third party, including property, contractual, employment, trade secrets, proprietary information, nondisclosure, trademark, copyright or patent rights ("Rights"); (g) Seller is not subject to and will not enter into any agreement or arrangement that might hinder compliance with this Order; (h) goods, products, and materials furnished as part of the Services will comply with (i) applicable Laws, including environmental and occupational health and safety Laws; (ii) applicable industry standards; and (iii) Buyer's specifications that restrict or prohibit certain chemical compounds as constituents of Services, as specified in the

John	Deere	Restricted	Materials	List	found	at
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[http://idsupply.deere.com/qualitymanual/](https://idsn.deere.com/wps/wcm/connect/idsn/646eb909-6198-447f-903c-f90d24d05f8b/restricted_materials_list_suppliers.pdf?MOD=AJPERES; (i) Seller's processes will comply with the John Deere Quality Manual (found at: <a href=)) and all industry safety standards in effect from time to time, including labeling and adequate warning requirements. If Seller is unable to access the above mentioned website, it will contact Buyer for a hard copy. Not accessing the website or obtaining a hard copy will not relieve Seller of its obligation to adhere strictly to Buyer's requirements

14. GOODS WARRANTY. Seller represents, warrants and covenants to Buyer that at all times, including all periods during which Buyer has an obligation to pay any maintenance fee, (a) all Goods will be of good material and workmanship and free from defects (b) Goods for which Buyer does not provide specifications will be of merchantable quality and fit and sufficient for the purpose intended, (c) Goods for which Buyer does provide specifications will conform to those specifications, including all standards, drawings, samples, models, 3-D geometry and other descriptions ; and (d) Goods that Seller designs will be free of design defects and, if Seller custom designs Goods for Buyer, they will also be comparable in quality to similar custom-designed goods sold by Seller for similar applications.

15. EMISSIONS. If Goods contain emissions-related components, Seller must, in advance, provide to Buyer, for inclusion in Buyer's operator's manuals, emission-related warranty and maintenance instructions that comply with applicable laws of the places where Buyer will sell the Goods. Seller must promptly reimburse Buyer, on demand, for expenses Buyer incurs in performing emissions-related warranty work on the Goods.

16. CUMULATION AND SURVIVAL. Seller's representations, warranties, covenants and other undertakings in this Order are in addition to all others, express, implied or statutory, which may be applicable. Buyer objects to and rejects any exclusion or limitation of liability clause, or any clause purporting to restrict Buyer's remedies, whether in documents of Seller or otherwise. All Buyer's rights and remedies survive inspection or acceptance of, and payment for, the Goods and Services, and completion, termination or cancellation of this Order.

17. QUALITY PLANNING AND ASSURANCE. Seller must (a) perform a complete layout inspection of parts that are incorporated into Goods at least twice a year; (b) keep a complete product traceability record that permits materials and parts that are incorporated into Goods to be matched to a certain supplier, time frame and process; (c) keep all metallurgical and dimensional records for a minimum of five years; and (d) submit all dimensional and metallurgical inspection documents, including those from sub-suppliers, with every batch of Goods that Seller delivers to Buyer.

18. DEFECTIVE GOODS OR SERVICES. Each failure of Goods or Services to meet the warranties contained in Section [14] is a "Nonconformity". (a) If Buyer discovers a Nonconformity before the affected Goods or Services are incorporated into one of Buyer's products, Seller must, upon notice from Buyer, promptly correct or replace those Goods or Services at Seller's expense. If Seller fails to address a Nonconformity to Buyer's satisfaction, then Buyer may address it in any manner Buyer chooses in its sole discretion, whether by correcting it, replacing the affected Goods or Services, or otherwise, and Seller must reimburse Buyer for all related costs on demand. After notice to Seller, Buyer may at Seller's risk and cost, either hold any Goods or Services with an uncorrected Nonconformity, or return any of them to Seller. If Buyer has paid for Goods or Services with an uncorrected Nonconformity, Seller must promptly refund Buyer's payment on demand. (b) If Buyer discovers a Nonconformity after the affected Goods or Services are incorporated into one of Buyer's products, and any problem occurs as a result of the Nonconformity that (i) is serious and widespread enough to, in Buyer's reasonable judgment, threaten Buyer's marketing of any of the end products or Buyer's reputation, (ii) poses a previously unforeseen safety hazard, (iii) cause a governmental agency to require a change in one of Buyer's end products, such that a recall or Product Improvement Program (a "PIP") is a reasonable corrective action, then Seller must promptly pay to Buyer all costs and expenses Buyer reasonably incurs in taking corrective actions. If the corrective action is necessary in part because of a Nonconformity, and in part because of an act or omission of Buyer, the costs and expenses will be allocated pro-rata according to each party's respective percentage of fault. Seller must promptly and appropriately destroy or disfigure any Goods or Services that Buyer returns.

19. CHANGE NOTIFICATION. Seller must give Buyer reasonable advance notice in writing of all (i) specification, design, supplier, packaging, and other identification changes, to goods or Services, (ii) major changes in process or procedure that may impact the fit, form, function, performance, durability, or appearance of Goods or Services, and (iii) changes in the places Goods or Services are made or performed. Seller must promptly reimburse Buyer on demand for any costs or expenses Buyer incurs by Buyer in taking any corrective action that Buyer deems necessary as a result of a change that Seller makes.

20. TERMINATION. Buyer may terminate this Order for any or no reason, in whole or in part, by written or electronic notice at any time. If Buyer terminates this Order, Seller may make a claim for payment in an amount equal to the reasonable

costs incurred by Seller for labor and materials used to perform this Order, which Seller cannot re-deploy for other uses. Materials Buyer pays for become the property of Buyer upon payment, and Seller must deliver them to Buyer on request. Until delivering them to Buyer, Seller must safeguard them, and may not destroy them without Buyer's prior, written consent.

21. INDEMNIFICATION. Seller agrees to protect, defend, hold harmless and indemnify Buyer, its subsidiaries, affiliates, officers, directors, employees, agents, successors, assigns ("Buyer Related Parties"), and its authorized dealers and distributors and its and their officers, directors, employees, agents, successors, assigns, and Buyer's customers, from and against all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses, including attorneys' fees and expenses ("Loss"), caused by, arising from, or existing because of (a) Seller's alleged infringement or wrongful use of any Rights, except where Seller's compliance with Buyer's specifications constitutes the sole basis of the alleged infringement or wrongful use; (b) the design, manufacture, material or workmanship of the Goods and/or Services, or Seller's warnings (or the lack of warnings) regarding the Goods and/or Services, whether the Loss allegedly results from Seller's negligence, strict liability or otherwise; (c) a willful or negligent act or omission on the part of Seller, its Workers, subcontractors, agents, successors or assigns, including injury to or death of any person, and damage to property; (d) Seller's breach of this Order; or (e) Seller's possession, use, repair or maintenance of Property. If the use or sale of any Goods and/or Services is enjoined, Seller, at no expense to Buyer, must obtain for Buyer and, if applicable, Buyer's dealers and customers, the right to use and sell the Goods and/or Services, or equivalent services acceptable to Buyer, and extend this indemnity to those services. All the indemnifications provided for in this Order survives termination, cancellation, or expiration of this Order.

22. INDEMNIFICATION PROCEDURE. Buyer will promptly notify Seller of any Loss that Buyer has actual knowledge of, but no failure or delay by Buyer in discovering, or notifying Seller of, a Loss excuses Seller from its indemnification obligation. Buyer will cooperate in, but not pay or otherwise be responsible for, the investigation of a Loss. If Seller fails to perform any indemnification obligation, Buyer may, but is not required to, defend itself and require Seller to reimburse Buyer for any costs and expenses, including legal fees, that Buyer incurs. Maintaining the insurance coverage required by this Order does not affect Seller's responsibility under this Section.

23. INSURANCE REQUIREMENTS. Seller must maintain insurance coverage and will provide Buyer proof of insurance coverage upon request as required by the Buyer.

24. WORKER'S COMPENSATION. (a) Seller is responsible for compliance with all applicable Laws related to Seller's workers, including worker's compensation. If Buyer requests it, Seller must provide all information in its possession regarding any Worker who is injured in the course of performing Services. (b) Seller's Workers are Seller's employees, and not Buyer's. Seller must protect, defend, hold harmless and indemnify Buyer and all Buyer Related Parties from and against any Loss (i) arising from, or alleged to arise from, Seller's performance of, or failure to perform, Seller's responsibilities under this Section, or (ii) relating to a Worker's status as Seller's employee. (c) Maintaining the insurance coverage required by this Order does not affect Seller's responsibility under this Section.

25. ENVIRONMENTAL. (a) Seller agrees at all times to comply with all Laws regarding the environment and the handling, storage, spillage, reporting, remediation, cleanup, disposal and transportation of hazardous, toxic, polluting or contaminating substances ("Environmental Laws"). Seller also agrees to obtain at Seller's expense all licenses or permits necessary for the conduct of its operations and performance of its obligations under this Order in compliance with Environmental Laws. (b) Seller agrees to give Buyer access, on reasonable notice, to Seller's policies, records and other documents concerning compliance with Environmental Laws in relation to the Goods and/or Services. Seller agrees to report immediately to all appropriate governmental bodies and regulatory agencies each event or failure that is required to be reported under applicable Environmental Laws. If the reportable event is related to the Goods and/or Services, Seller also agrees to report the event to Buyer. If Seller receives any notice of inspection, violation, noncompliance or citation from any governmental body or regulatory agency, or any notice of a private claim, involving Environmental Laws and relating to Goods and/or Services, Seller agrees to notify Buyer of such notice within five working days of Buyer's receipt of the notice. (c) Seller agrees to protect, defend, hold harmless and indemnify Buyer and Buyer Related Parties from and against any Loss on account of personal injury or property damage caused by, or arising from, or alleged to have been caused by or arise from, Seller's failure to comply with Environmental Laws. (d) Maintaining the insurance coverage required by this Order does not affect Seller's responsibility under this Section. All vehicles used for transportation of Goods must comply with applicable Environmental Laws and other applicable Laws.

26. SAFETY. Seller and Seller's Workers must comply with Buyer's safety requirements in performing Services. If Buyer finds any of Seller's Workers violating a worker safety requirement, Buyer may direct the Worker to leave Buyer's premises immediately, and Seller must provide a qualified replacement promptly. Buyer will provide Seller's Workers with access to Buyer's occupational health facilities for first aid or emergency treatment. Any additional medical treatment will be Seller's responsibility.

27. HAZARDOUS MATERIALS. Buyer maintains a comprehensive database of

hazardous materials that are used on its premises. (a) Seller must notify Buyer in writing, in advance of every hazardous chemical that Seller plans to bring onto Buyer's premises. Buyer may refuse Seller the use of any chemicals Buyer deems unsuitable. (b) If Seller violates a Law regarding the use of hazardous chemicals, Seller bears all responsibility for any related citations, fines, legal or expert fees, and required remediation or follow-up activity. (c) If one of Seller's Workers, or his/her estate, or his/her family member(s) assert(s) a claim of Loss for personal injury (including toxic tort and exposure to substances through skin or inhalation), arising from, in whole or in part, the Worker's presence or job performance at a facility owned, leased, or operated by Buyer, Seller agrees to protect, defend, hold harmless and indemnify Buyer and Buyer Related Parties from and against all Loss. (d) Maintaining the insurance coverage required by this Order does not affect Seller's responsibility under this Section. (e) Seller, all Seller's Worker who perform Services, and all other individuals who Seller assigns, or sub-contracts with, to perform Services at Buyer's facilities, must comply with all the following that apply: (i) Buyer's "Factory Safety Regulations"; (ii) Buyer's "Contractor Safety Policy"; (iii) occupational health and safety Laws; (iv) all Environmental Laws; and (v) industry standards.

28. COMPLIANCE WITH LAWS. In performing this Order, Seller warrants and covenants that it, its Workers and sub-contractors, will at all times comply with all applicable Laws and, upon request, furnish a certificate to such effect in the form Buyer requires.

29. UTILIZATION OF SMALL BUSINESS CONCERNS. Not used.

30. ASSIGNMENT. Neither party may assign or transfer this Order or any interest in it, or amounts payable under it, without the prior, written consent of the other party, and any assignment made without consent is null and void, except that Buyer may assign this Order and its interest in it to any Deere Group Member, or to any company succeeding to Buyer's business, without Seller's consent.

31. TAXES. Unless otherwise stated, prices do not include sales, use, excise, value added or similar taxes applicable to the Goods or Services, or to any ancillary goods, products, or materials. All such taxes and charges must be shown separately on Seller's invoices.

32. REMEDIES. No remedy provided for in this Order is exclusive of any other.

33. CONFIDENTIALITY. This Order and any material transmitted herewith may contain information confidential or proprietary to Buyer, its subsidiaries or affiliates and such information is not to be used by Seller other than the purpose for which it was transmitted to Seller. Seller shall hold such information in strictest confidence and not disclose such information to third parties without the prior, written consent of Buyer. Seller will execute a confidentiality and non-disclosure agreement as required by Buyer.

34. BUYER'S PROPERTY. Buyer shall have sole ownership of all right, title and interest in any items or materials (including those supplied or financed by Buyer), copyrighted works, work product, works of authorship, inventions conceived by Seller or any other intellectual property resulting from or arising in connection with Seller's performance under this Order. Seller hereby irrevocably waives any moral rights it has in any such copyrighted works and assigns all copyrights and patent rights in inventions to Buyer.

35. BAILMENT. Not used.

36. CODE OF CONDUCT. Seller, its Workers and sub-contracts, must comply with the John Deere Supplier Code of Conduct, which is found at: <https://investor.deere.com/our-company/investors-relations/corporate-governance/supplier-code-of-conduct/default.aspx>.

37. PROHIBITION OF USE OF DEERE NAME AND TRADEMARKS. (a) Seller may not use the name of Deere & Company, Deere, John Deere, any affiliates or derivations, trademarks, trade dress, logos or the equivalent, in advertising or sales materials or in any other manner, without the prior, written consent of Buyer. Without limiting the foregoing, Seller must not: (i) refer to the existence of this Order; and (ii) make any statement or representation regarding Buyer's opinion of Seller, its product or services. (b) Notwithstanding the prohibition in clause (a), Seller may use the name "Deere" if required in order to meet Seller's unilateral disclosure obligations imposed by regulatory bodies having jurisdiction over seller (such as the Securities and Exchange Commission in the U.S.). (c) If Buyer provides prior, written consent to the use of its name, Buyer may revoke the consent at any time.

38. CHOICE OF LAW AND DISPUTE RESOLUTION. This Order and performance under it will be governed by the laws of Queensland without regard to its conflict of laws provisions and courts in Brisbane shall have exclusive jurisdiction to try any dispute under this Order. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Order.

39. RIGHT TO AUDIT. Seller shall upon reasonable request make available for Verification of product, process and System Audit by Buyer and its duly authorized agents. Such records and procedures of Seller as may be necessary to perform an audit of Quality and other items relevant to the terms of this Order. Such audits may be performed while this Order is in effect Buyer may perform audits from time to time of Seller's costs and other items related to the terms of this Order. Seller must, upon reasonable request by Buyer, and during reasonable business hours, make available for examination and reproduction by Buyer and its duly

authorized agents, the books, records, and invoices of Seller that Buyer deems necessary to perform an audit. Audits may be performed while this Order is in effect or within one year after its termination, cancellation, or expiration.

40. INDEPENDENT CONTRACTOR. Seller is an independent contractor. No individual that Seller assigns, or sub-contracts with, to perform Services may be deemed to be Buyer's employees. Nothing in this Order, and no conduct, communication, trade practice or course of dealing between the parties or their subsidiaries or affiliates, may be interpreted to create a partnership, joint venture, agency, or fiduciary relationship between the parties.

41. SUBCONTRACTORS. Seller must not subcontract any Services without Buyer's prior, written consent of Buyer. If Seller does subcontract any part of these Services, Seller is responsible to Buyer for the acts and omissions of its Subcontractor, and of all persons directly or indirectly employed by its Subcontractor, to the same extent that Seller would be responsible. Nothing in this Order creates a contractual relationship between a Subcontractor and Buyer. Seller agrees to bind every Subcontractor to the terms and conditions of the Order. No exception to this Section is permitted without Buyer's prior, written consent that specifically defines the exception.

42. CONSTRUCTION EQUIPMENT. For Services performed on premises owned or leased by Seller, Seller must only use equipment manufactured or distributed by Deere Group Members in performing the Services (to the extent Deere manufacturers or distributes the requisite equipment) and must not use equipment manufactured or distributed by a competitor of Deere. If Seller requires the use of equipment manufactured or distributed by a Deere competitor, Seller must obtain Buyer's prior, written consent before using it to perform Services.

43. ELECTRONIC PRICING. When prices are sent via electronic format(s), they are for information only and do not bind Buyer.

44. LICENSE. Seller grants to each Deere Group Member a perpetual, worldwide, fully paid-up, non-exclusive, irrevocable license to use the Goods and Services in all current or future facilities and operations of the Deere Group ("License"). (a) The License permits the use of the Goods and Services at as many Deere Group locations, by as many users, and on as many computers as are owned, leased or operated by Deere Group members, as Buyer may desire, subject to any quantity restrictions set forth in this Order. (b) The License permits Buyer to make copies of for internal backup, archival and security purposes, at no charge to Buyer. (c) The License also permits use of the Goods and Services by third parties, including the following, wherever located: (i) on home or portable computers by employees and third parties working on projects for Buyer or another Deere Group member, while traveling or working at home, (ii) by one or more third parties to perform information processing services for Buyer and other members of the Deere Group, (iii) by suppliers working on projects for Buyer, other Deere Group Members, or dealers, customers, consultants, auditors, or temporary or contracted personnel of a Deere Group Member; and (iv) by others who have authorized access to Buyer's information processing network, or to computers that are owned, controlled or operated by a Deere Group Member. (d) The License permits installation and use of the Goods and Services for installation testing, disaster recovery testing, disaster recovery, internal classes and training exercises, at no charge to Buyer. (e) Seller represents and warrants that Seller has, and at all times that this Order is in existence will have, the exclusive right and power to grant the License without violating any rights of a third party.

45. NO ACCESS. Seller represents and warrants that the Goods and Services do not and will not contain any computer code or other mechanism that would allow Seller or others to access information on Buyer's or any Deere Group Member's computers, computer systems, or networks for any purpose, including viewing, transmitting or conveying information to Seller or any other person, without Buyer's prior, written consent.

46. DATE COMPLIANT. Seller represents and warrants that the Goods and Services (including all date fields, codes, values, calculations and operations using dates, and programmed decisions involving dates) are and at all times will be, Date Compliant.

47. NO OPEN SOURCE SOFTWARE. Seller represents, warrants and covenants that, to the best of its knowledge after proper due diligence and inquiry, the Goods and Services do not and will not include any Open Source Software. Seller agrees to protect, defend, hold harmless and indemnify Buyer and all Buyer Related Parties from and against all Loss arising from or relating to a breach by Seller of any of its obligations or representations of this warranty, including any third party claims in connection with such breach.

48. EXPORT COMPLIANCE. The technology, information and materials provided by Seller to Buyer may be subject to the export and foreign trade control Laws of the United States, including the U.S. Commerce Department's Export Administration Regulations and regulations of the U.S. Treasury Department's Office of Foreign Assets Control ("U.S. Export Control Laws"), that potentially restrict or impose prior licensing requirements for the transfer or disclosure of technology, information or materials to other parties. The U.S. Export Control Laws are incorporated into this Order by reference. If the Goods or Services include technology, information or materials that are subject to U.S. Export Control Laws, Seller must promptly inform Buyer. Seller represents, warrants and covenants that it and its Workers and contractors will comply with all U.S. Export Control Laws that apply to the Goods or Services.

49. VIRUS AND DISABLING DEVICES PROTECTION. Seller must use the most effective methods and techniques reasonably available to Seller to check the Goods and

Services, prior to delivery to Buyer, for the presence of computer viruses, and remove and destroy any that are found in the Goods or Services. Seller represents and warrants that, to the best of its knowledge at the time of each delivery, the Goods and Services do not and will not contain (a) viruses; (b) any computer code or other device that would disable the Goods or Services or impair in any way their operation based on the elapsing of a period of time, checking for a specific CPU/server serial number or network address, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs", "time locks" or "drop dead" devices), or that would permit Seller to access the Goods or Services to cause disablement or impairment (sometimes referred to as a "trap door" or "self-help" devices).

50. INTEGRITY AND COMPLIANCE PROGRAM. Seller must maintain an integrity and compliance program acceptable to Buyer that is effective in (a) preventing, detecting and correcting ethical violations by Seller's Workers, sub-contractors and suppliers, (b) maintaining compliance with the requirements of this Order, applicable codes of conduct, and applicable Laws, including the local Anti-bribery Law, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other anti-bribery Laws, and (c) preventing bribery of, or acceptance of bribes from, government officials or employees, public international organizations, politicians, political parties, or private individuals or entities. In the event of any violation of any provisions in this Section, Seller must immediately notify Buyer and cooperate with any investigations. Buyer may immediately terminate this Agreement in the event of any breach of this provision by the Seller. Buyer is not required to make any payments to Seller if such payments are related to a transaction in which Seller may have violated an anti-bribery undertaking.

51. DATA PRIVACY. (a) In performing this Order, Buyer, Seller and third parties, such as companies that provide direct or indirect support to the parties ("Data Recipients"), may receive personal information of an individual, including sensitive personal data ("Personal Data"). (b) Seller agrees that any Data Recipient may freely collect, receive process, store, hold and use Personal Data, and provide Personal Data to one or more Data Recipients. Seller agrees to obtain all consents, and take all other action that may be required or helpful to permit and facilitate the exchange of Personal Data. In addition, Seller agrees that Buyer may provide Personal Data pursuant to court orders, government investigations, or other legal

processes. (c) Seller authorizes Buyer, without further action of Seller, to access and use for Seller's own purposes, any data generated by the use of, collected by, or stored in Goods or Services that are incorporated into Buyer equipment, or any hardware or device interfacing with Goods or Services ("Machine Data"). (d) Seller represents, warrants and covenants that it is permissible for Personal Data and Machine Data to be transferred to countries and destinations other than Seller's country of origin, including the United States. (e) Seller must: (i) have in place reasonable security practices and procedures containing managerial, technical, operational, and physical security controls for protecting Personal Data, Machine Data and all other sensitive, confidential and otherwise protected information; and (ii) have in place a data and information protection and privacy policy.

52. NO WAIVER. The failure of a party to enforce a provision, exercise a right or pursue a default of this Order is not a waiver. The express waiver of a provision is effective only in the specific instance, and as to the specific purpose, for which it was given.

53. CONFLICT MINERALS. (a) "Conflict Minerals" means minerals identified by Buyer and mined in countries of armed conflict and human rights abuses, including the Democratic Republic of the Congo and its adjoining countries (the "Covered Countries"). "Conflict Free Minerals" means Conflict Minerals that do not directly or indirectly finance or benefit armed groups in Covered Countries.

(b) Seller must timely assist Buyer with governmental requirements related to Conflict Minerals (as defined herein), including: (i) Providing all documentation, declarations or certificates reasonably requested by Buyer; (ii) Undertaking reasonable due diligence with Seller's supply chain to determine the chain of custody and origin of Conflict Minerals, including developing policies and management systems to use Conflict Free Minerals and making these requirements apply to its direct suppliers and sub-tier suppliers and requiring them to do the same with lower tiers of suppliers; (iii) Taking measures to purchase parts, components and materials from direct suppliers and sub-tier suppliers who source minerals for their products from smelters or refiners validated as being Conflict Mineral Free in accordance with a nationally or internationally recognized due diligence framework; (iv) Complying with information requests on the source and origin of Conflict Minerals in the Goods and their components and materials; and (v) Maintaining chain of custody data for five years, and providing them to Buyer upon request.