

## **MOBILE APPS END-USER LICENCE AGREEMENT**

### **PLEASE READ CAREFULLY BEFORE USING THE APP.**

This end-user licence agreement (**EULA**) is a legal agreement between you (either an individual or a single entity and referred to as **End-user** or **you**) and **AGCO Corporation** a Delaware Corporation with its headquarters at 4205 River Green Parkway, Duluth, Georgia 30096, United States of America (**Licensor, us, we or our**) for:

- ❖ AGCO Parts Books To Go application software, the data supplied with the software, and the associated media (**App**); and
- ❖ Online documents (**Documents**).

We licence use of the App and Documents to you on the basis of this EULA and subject to any terms of service, rules or policies applied by any appstore provider or operator from whose site (**Appstore**), the End-user downloaded the App (**Appstore Rules**). We remain the owners of the App and Documents at all times. This EULA is effective from the date on which you click the "Accept" button and continues in force unless it is terminated in accordance with any of its conditions.

#### **Important notice:**

- A.** By downloading the App from the Appstore or clicking on the "Accept" button below you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the Mobile Apps Privacy Policy defined in condition 1.5 and limitations on liability in condition 6.
- B.** If you do not agree to the terms of this licence, we will not licence the App and Documents to you and you must stop the app access now by tapping on the "Cancel" button. In this case the downloading process will terminate.

### **AGREED TERMS**

#### **1. ACKNOWLEDGEMENTS**

- 1.1 The terms of this EULA apply to the App or any of the services accessible through the App (**Services**), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.

- 1.2 We may change these terms at any time by sending you a communication with details of the change or notifying you of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.
- 1.3 From time to time updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.
- 1.4 You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition 2.2(a) (**Devices**) and to download or stream a copy of the App onto the Devices. You and they may be charged by you and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.
- 1.5 The terms of our Mobile Apps Privacy Policy (**Privacy Policy**) are incorporated into this EULA by reference. Additionally, by using the App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.6 By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- 1.7 Certain Services including AGCO Parts Books To Go, will make use of location data sent from the Devices. You can turn off this functionality at any time by turning off the location services settings for the App on the Device. If you use these Services, you consent to us and our affiliates' and licencees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services. You may withdraw this consent at any time by turning off the location services.
- 1.8 The App or any Service may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and

we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

- 1.9 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## **2. GRANT & SCOPE OF LICENCE**

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms, the Privacy Policy and the Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.

- 2.2 You may:

- (a) download a copy of the App; and
- (b) use the Documents.

## **3. LICENCE RESTRICTIONS**

Except as expressly set out in this EULA or as permitted by any local law, you agree:

- (a) not to copy the App or Documents except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the App or Documents;
- (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
  - (i) is used only for the purpose of achieving inter-operability of the App with another software program;

- (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - (iii) is not used to create any software that is substantially similar to the App;
- (e) to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- (f) to include our copyright notice on all entire and partial copies you make of the App on any medium;
- (g) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- (h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service (**Technology**), together **Licence Restrictions**.

#### 4. ACCEPTABLE USE RESTRICTIONS

You must:

- (a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licenced by this EULA);
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- (d) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1 You acknowledge that all intellectual property rights in the App, the Documents and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licenced (not sold) to you, and that you have no rights in, or to, the App, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.
- 5.2 You acknowledge that you have no right to have access to the App in source-code form.

## **6. LIMITATION OF LIABILITY**

- 6.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the Documents meet your requirements.
- 6.2 So far as permitted by law, Apps and Services are provided “as is” without warranty of any kind, either express or implied, including but not limited to, implied warranties of quality or fitness for particular purposes.
- 6.3 To the fullest extent permitted by law, in no event shall we be liable to you for any special, indirect or consequential damages (including loss of profits or revenue) whether in contract or tort (including, negligence) arising out of or in connection with the use, misuse or performance of the App.
- 6.4 Subject to local law, our liability to you for proven direct damages shall be limited in aggregate to US\$100,000 (one hundred thousand United States dollars) in respect of any one event or a series of events whether related or unrelated.

## **7. TERMINATION**

- 7.1 We may terminate this EULA immediately by written notice to you:
- (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
  - (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and
- 7.2 On termination for any reason:

- (a) all rights granted to you under this EULA shall cease;
- (b) you must immediately cease all activities authorised by this EULA, including your use of any Services;
- (c) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App and Documents then in your possession, custody or control and certify to us that you have done so; and
- (d) we may remotely access the Devices and remove the App from all of them and cease providing you with access to the Services.

## **8. COMMUNICATIONS BETWEEN US**

- 8.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail or by prepaid post to AGCO Corporation, Attention: Dealer Systems Support, 4205 River Green Parkway, Duluth, Georgia 30096, United States of America and AGCOAnswers@agcocorp.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 8.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your request for the App.

## **9. EVENTS OUTSIDE OF OUR CONTROL**

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).
- 9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
  - (a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
  - (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

## 10. OTHER IMPORTANT TERMS

- 10.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.
- 10.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 10.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.5 Please note that this EULA, its subject matter and its formation, are governed by the laws of the State of Georgia, USA. You and we both agree that the courts of the State of Georgia will have non-exclusive jurisdiction.

## AGCO MOBILE APP PRIVACY POLICY

AGCO Corporation its affiliated and subsidiary companies (“**AGCO**”) are committed to protecting and respecting your privacy.

### 1. SCOPE OF POLICY

This policy (together with our end-user licence agreement as stated above (**EULA**) and any additional terms of use incorporated by reference into the EULA, together **Our Terms of Use**) applies to your use of:

- (a) AGCO Parts Books To Go application software (**App**) hosted on the app site (**App Site**), once you have downloaded a copy of the App onto your mobile telephone or handheld device (**Device**).

- (b) Any of the services accessible through the App (**Services**) that are available on the App Site or other sites of ours (**Services Sites**), unless the EULA states that a separate privacy policy applies to a particular Service, in which case that privacy policy only applies.

This policy sets out the basis on which any personal data AGCO collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how AGCO will treat it.

## 2. INFORMATION AGCO MAY COLLECT FROM YOU

AGCO may collect and process the following data about you:

- (a) **Submitted Information:** information that you provide by filling in forms on the App Site and the Services Sites (together **Our Sites**). This includes information provided at the time of registering to use the App or any of the Services, subscribing to any of the Services, posting material or requesting further services. AGCO may also ask you for information when you enter a competition or promotion sponsored by AGCO, and when you report a problem with any of Our Sites.
- (b) **Additional information:**
- if you contact us, AGCO may keep a record of that correspondence;
  - AGCO may also ask you to complete surveys that AGCO use for research purposes, although you do not have to respond to them;
  - details of transactions you carry out through any of Our Sites and of the fulfilment of your orders or reservations;
  - details of your visits to any of Our Sites including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access; and
- (c) **Device information:** AGCO may collect information about the Device or any computer you may use to download a copy of the App onto your Device, including, where available, the Device's or computer's unique Device identifiers, operating system, browser type and mobile network information as well as the Device's telephone number, for system administration and to report aggregate information to our advertisers. AGCO may associate Device information with Submitted Information and will treat the combined information as personal data in accordance with this policy for as long as it is combined.
- (d) **Location information:** when you use one of our location-enabled Services, AGCO may collect and process information about your actual location. Some

of these Services require your personal data for the feature to work. If you wish to use the particular feature, you will be asked to consent to your data being used for this purpose. You can withdraw your consent at any time by denying location-enabled Services.

- (e) **Log information:** when you use the Services or view content on Our Sites, AGCO may automatically collect and store certain information in server logs including but not limited to internet protocol (**IP**) addresses, internet service provider (**ISP**), clickstream data, browser type and language, viewed and exit pages and date or time stamps.
- (f) **Unique application numbers:** when you install or uninstall a Service containing a unique application number or when such a Service searches for automatic updates, that number and information about your installation, for example, the type of operating system, may be sent to us.

### **3. WHERE AGCO STORE YOUR PERSONAL DATA**

The data that AGCO collects from you may be transferred to, and stored at, a destination outside the European Economic Area (**EEA**). It may also be processed by staff operating outside the EEA who work for AGCO or for one of AGCO's third party service providers. These staff may be engaged in the fulfilment of your request, order or reservation, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. AGCO will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions carried out by us or our chosen third-party provider of payment processing services will be encrypted using Secured Sockets Layer technology or similar encryption technology. Where AGCO have given you (or where you have chosen) a password that enables you to access certain parts of our App, you are responsible for keeping this password confidential. AGCO requires you to never share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although AGCO will do its best to protect your personal data, AGCO cannot guarantee the security of your data transmitted to our app; any transmission is at your own risk. Once AGCO have received your information, AGCO will use strict procedures and security features to try to prevent unauthorised access.

AGCO may collect and store personal data on your Device using application data caches and browser web storage (including HTML 5) or alternative similar technology.

Certain Services may include social networking, chat room or forum features. Ensure when using these features that you do not submit any personal data that you do not want to be seen, collected or used by other users.

#### **4. USES MADE OF THE INFORMATION**

AGCO uses the following information about you:

- (a) Submitted Information
- (b) Device information
- (c) Location information
- (d) Log information
- (e) Unique application numbers

All of the above data collected will be primarily used to improve Parts support for AGCO Dealers and Customers.

AGCO may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services that may be of interest to you. AGCO or they may contact you about these using any contact details that you have freely given.

If you are an existing customer, AGCO will only contact you by electronic means (e-mail) with information about goods and services similar to those that were the subject of a previous sale to you.

If you are a new customer, and where AGCO permit selected third parties to use your data, AGCO (or they) will contact you by electronic means only if you have consented to this.

AGCO does not disclose information about identifiable individuals to our advertisers, but AGCO may provide them with aggregate information about our users (for example, AGCO may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). AGCO may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in a given area). AGCO may make use of the personal data AGCO have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

#### **5. DISCLOSURE OF YOUR INFORMATION**

AGCO may disclose your personal information to any member of its group, which means its subsidiaries and affiliated companies including, it's ultimate holding company and its subsidiaries.

AGCO may disclose your personal information to third parties:

- (a) In the event that AGCO sell or buy any business or assets, in which case AGCO may disclose your personal data to the prospective seller or buyer of such business or assets.
- (b) If AGCO or substantially all of its assets are acquired by a third party, in which case personal data held by AGCO about its customers will be one of the transferred assets.
- (c) If AGCO are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request.
- (d) In order to:
  - (i) enforce or apply the EULA and/or, Our Terms of Use, terms and conditions of supply and other agreements between you and us or to investigate potential breaches; or
  - (ii) protect the rights, property or safety of AGCO its customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## **6. YOUR RIGHTS**

You have the right to ask us not to process your personal data for marketing purposes and to cancel any prior consent in relation to our use of personal data for such purposes. AGCO will usually inform you (before collecting your data) if AGCO intend to use your data for such purposes or if AGCO intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms AGCO use to collect your data. You can also exercise the right at any time by contacting us at [AGCOAnswers@agcocorp.com](mailto:AGCOAnswers@agcocorp.com).

Our Sites may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates (including, but not limited to, websites on which the App or the Services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that AGCO do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

## **7. ACCESS TO INFORMATION**

You may have the right under law to access information we hold about you. If you have a right of access and wish to exercise it then you will need to make an access

request by contacting us using the contact details set out in section 7 above. Any access request may be subject to a fee to meet our costs in providing you with details of the information AGCO hold about you.

## **8. CHANGES TO PRIVACY POLICY**

Any changes AGCO may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail or notifying you of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App or the Services.

## **9. CONTACT**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [dataprivacy@agcocorp.com](mailto:dataprivacy@agcocorp.com).