

## 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 your 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.

## **HOW WE MAY USE YOUR PERSONAL DATA**

We will only use your personal data as set out in our privacy policy at <http://www.agcocorp.com/privacy.html>.