

ENNS BROTHERS LTD CUSTOMER DATA ACCESS AND USAGE AGREEMENT

Between

ENNS BROTHERS LTD

(the “Dealer”)

And

(the “Customer”)

WHEREAS the Dealer may sell or provide certain services (the “**Services**”) to the Customer from time to time, which require that the Dealer accesses, collects, stores analyzes and reports data respecting: the functioning of the Customer’s agricultural equipment, the Customer’s crop production, and the Customer’s general agricultural production operations;

AND WHEREAS the Customer wishes to purchase certain Services from the Dealer, and is prepared to provide the Dealer with the necessary access to, licence and use of the necessary information in order to deliver the Services;

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Customer Data Defined. Throughout Customer’s relationship with Dealer, Customer has and will continue to provide Dealer either directly or indirectly, or through John Deere’s various software and network offerings, access to various data about the Customer or its operations and information that is generated by, collected by or stored on Customer’s equipment or any hardware or device interfacing with Customer’s equipment, which may be provided directly through such equipment, hardware or device, or indirectly when reported to the Dealer (collectively the “**Customer Data**”). Customer Data may include, without limitation, personal data such as the Customer’s name and contact information, transaction data such as purchases Customer has made with Dealer, demographic data such as information provided by Customer about its preferences, interests and goals, financial information related to purchases of goods from Dealer or when applying for financing, and production data related to the Customer’s agricultural production activities.

2. Licence. The Customer grants to the Dealer a royalty-free, non-exclusive, perpetual license to access and use the Customer Data for the Dealer’s business purposes, including, but not limited to:

- (i) providing or offering products and services to the Customer;
- (ii) to check, maintain, diagnose, update or repair Customer’s equipment, machinery or hardware;
- (iii) to enable the Dealer or a third party to improve or develop the Dealer’s products and services or components thereof;
- (iv) to comply with or enforce legal or contractual requirements (or based upon our good-faith and belief that disclosure is necessary to comply with such legal or contractual requirements);

- (v) to comply with a request from the Customer;
- (vi) to disclose the Data to a third party necessary to accomplish any of the tasks in (i) through (v).

3. Access to Property. The Customer grants the Dealer reasonable access to the Customer's real property and personal property, whether such property is under lease or otherwise, including the Customer's Agricultural Production Equipment, that is necessary for the Dealer to effectively access and use the Customer Data as set forth in this Agreement.

4. Customer's Authority to Grant Licence. The Customer warrants that it has obtained all necessary consent from its employees, landlords, tenants, contractors or any other third party in order to lawfully permit the Dealer to access and use the Customer Data as set forth in this Agreement.

5. Revocation of Licence. The Customer acknowledges and agrees that if it disallows Dealer access to or use of the Customer Data, such action may prevent Dealer from providing remote machine diagnostics, remote machine servicing or other any other Services to Customer which require the Dealer to collect, analyze, store, retrieve or report Customer Data, and may prevent the Dealer from fulfilling its obligations to the Customer or to a third party service provider under any contract for Services to the Customer, and the Customer will not hold the Dealer liable for its inability to provide Services, and the Customer will indemnify the Dealer for any costs and damages suffered by the Dealer as a result of the Dealer's inability to provide Services resulting from the Customer's revocation of the Dealer's licence, or the Customer's refusal to provide the Dealer access to or use of Customer Data.

6. Retention of Data. The Dealer will have the right, but not the obligation, to store the Data indefinitely, including beyond the termination of this Agreement.

7. Restrictions on Disclosure. Notwithstanding any other provision hereof, Dealer will not provide any of Customer Data in a form that is easily capable of being personally identified with Customer except as follows: (i) to third parties upon the consent, authorization or request of the Customer, (ii) to third parties assisting Dealer in the provision, administration, and management of Dealer's products and services generally or products and services that Customer requests, (iii) to third parties that support the Dealer's business operations or provide marketing or advertising services on the Dealer's behalf, (iv) to comply with or enforce legal or contractual requirements (or based upon our good-faith and belief that disclosure is necessary to comply with such legal or contractual requirements); (v) to protect Dealer's rights or property; (vi) to enforce this Agreement or any other valid agreement between the Dealer and the Customer; or (vii) as otherwise permitted in Dealer's privacy policy or similar guidelines or policies.

8. Term. This Agreement will continue until terminated by either party by giving written notice of termination to the other party at least 30 days prior to the termination date stated in the notice. Upon termination of this Agreement, the Dealer is no longer bound to deliver any Services to the Customer, and the parties agree that a termination of this Agreement is grounds and reason for the Dealer to terminate any other agreement between the Customer and the Dealer for the delivery of Services.

9. Termination. Upon any termination of this Agreement, any and all rights and obligations of the parties under this Agreement will terminate, except any right, obligation or liability which, by its nature or express duration, extends beyond the termination of this Agreement, in which case, such rights and obligations will survive termination and continue in effect indefinitely or for that express duration.

IN WITNESS WHEREOF, this Agreement is made and entered into by and between the Company and the Employee effective as of the date indicated below upon which it is executed by the Employee.

“Customer”

Date: _____

ENNS BROTHERS LTD

Per: _____

Date: _____