

KUBOTA TRACKING SYSTEM GENERAL TERMS AND CONDITIONS [v1.4]

INTRODUCTION

Kubota Tracking System consists of telematics hardware, software and telematic services (hereinafter the “**Systems**”) and this service is available on a subscription basis. It is made available via the online domain <https://trackingsystem2.kubota.com/> (hereinafter the “**Website**”), and it is operated by Kubota Holdings Europe B.V., a company registered under the laws of the Netherlands, having its registered address at Hoofdweg 1264, 2153 LR, Nieuw-Vennep, The Netherlands (hereinafter “Kubota Holdings Europe”) through its affiliates¹ (hereinafter the “**Kubota Sales Companies**”), together with Kubota Holdings Europe, referred to as “**Kubota**”).

These Terms and Conditions govern Customer's access to and use of Website and the Services on the Website. Please read these Terms and Conditions carefully before using the Website and the Services. By using Our Services, You agree to be bound by these Terms and Conditions. These Terms and Conditions are in addition to the [Legal Notice](#) (which includes the [Terms of Use](#), [Privacy Notice](#) and [Cookies Policy](#)) that applies to the use of the Website, as well as, the Services Subscription Form. In the event of conflict between the Website terms and these Terms and Conditions, the latter shall prevail.

These Terms and Conditions supersede any prior Kubota Tracking System that may have been entered into between Kubota and the Customer. These Terms and Conditions contain very important information regarding Customer's rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. If you do not agree to these Terms and Conditions, please do not use the Website and the Services.

Kubota shall have the right to refuse at any time to perform any Services which it reasonably considers being in breach of the present Terms and Conditions, non-compliant with the Economic Sanctions, illicit, illegal or which is unable to perform due to safety considerations.

CONTENTS

1. DEFINITIONS **P2**
2. EXCLUSIVE APPLICATION **P2**
3. CONTRACTUAL SUBJECT-MATTER **P2**
4. TERM **P2**
5. SERVICES ACTIVATION **P3**
6. ACCESS TO THE SERVICES **P3**
7. PROVISION OF THE SERVICES **P3**
8. SERVICES USING TELEMATICS HARDWARE **P3**
9. AUTHORISED USE **P3**
10. UNAUTHORISED USE **P4**
11. SUBCONTRACTING **P4**
12. ASSIGNMENT OF RIGHTS **P4**
13. FEES **P4**
14. NO REFUND AND NO SET-OFF **P4**
15. CUSTOMER'S OBLIGATIONS **P4**
16. RELIEF EVENT **P5**
17. NEW SERVICES **P5**
18. DATA COLLECTION TO PROVIDE AND ACCESS TO THE SERVICES - USE OF DATA **P5**
19. PERSONAL DATA **P5**
20. DATA PRIVACY **P5**
21. INTELLECTUAL PROPERTY RIGHTS **P6**
22. CONFIDENTIALITY **P6**
23. SECURITY **P6**
24. PROTECTION OF PASSWORD **P7**
25. SUSPENSION OF THE SERVICES **P7**
26. NO WARRANTY, LIABILITY, INDEMNITY **P7**
27. FORCE MAJEURE **P7**
28. TRANSFER OF OWNERSHIP **P8**
29. TERMINATION **P8**
30. LEGAL AUTHORITY **P8**
31. MISCELLANEOUS **P8**
32. APPLICABLE LAW AND PLACE OF JURISDICTION **P8**

SCHEDULE 1: DATA PROCESSING ADDENDUM **P9**

SCHEDULE 2: CONTRACT ON DATA ACCESS AND USE OF DATA BETWEEN KUBOTA HOLDINGS EUROPE B.V. AND USERS OF CONNECTED PRODUCT AND RELATED SERVICE FOR KUBOTA TRACKING SYSTEM **P14**

KUBOTA TRACKING SYSTEM SERVICE SUBSCRIPTION FORMS **P32**

¹ **Kubota Europe SAS**, 19 Rue Jules Verne, 95100 Argenteuil, France
Kubota Europe SAS Italian Branch, SP Nuova Rivoltana 2/A 29, 20054 Segrate, Italy
Kubota Baumaschinen GmbH, Steinhäuser Str. 100, 66482 Zweibrücken, Germany
Kubota (U.K.) Ltd, Dormer Road, OX9 3UN Thame, Oxfordshire, United Kingdom

1. DEFINITIONS

In these Terms and Conditions, as defined below, the following capitalised terms have the respective meanings set forth below.

“Account” means a personal and non-transferable internet account that is assigned to a User.

“Agreement” means these Terms and Conditions and the Services Subscription Form, together being concluded between Kubota Holdings Europe and the Customer. Kubota Holdings Europe is represented by the applicable Kubota Sales Company.

“Customer” means the party identified as “Customer” in the applicable Services Subscription Form.

“Dealer” means any independently owned and authorised dealers, distributors or other commissioned parties by Kubota that sell and activate on behalf of Kubota, the Kubota Tracking System to the Customer.

“Economic Sanctions” means any international and national economic sanctions such as, but not limited to, the sanctions regimes imposed by the United Nations, European Union, United Kingdom, Norway, Japan, United States of America and/or any other relevant country, organisation or union and their corresponding banned entities list, such as, but not limited to, the Special Designated National and Blocked Persons List (OFAC), the European Union List of Persons and Entities Subject to Financial Sanctions.

“Force Majeure Event” means an event which is beyond the reasonable control of the party affected including an event which falls into one or more of the following categories: act of God, fire, flood and storm; war, military action, riot, civil commotion, terrorism, epidemic, explosion; industry wide strike or malicious damage; and in each case provided that mere shortage of materials, equipment, local labour or supplies (or a failure to maintain such) shall not constitute a Force Majeure Event unless this shortage is caused by events or circumstances which are themselves a Force Majeure Event.

“Kubota Group” means Kubota Corporation, 2-47 Shikitsuhigashi 1-Chome, Naniwa-ku, Osaka, 556-8601, Japan. Reg No: 1120001037978 including its current and future affiliates.

“Kubota Tracking System” means the title of the construction related equipment telematics services provided by Kubota Holdings Europe through the Kubota Sales Companies.

“Machine Data” means all data generated by the User through the use of the Services and Systems.

“Operator” means an individual operating a machine equipped with Telematics Hardware.

“Personal Data” means personal data as defined in the European Data Protection Regulation ((EU) 2016/679 (GDPR) and as defined in the applicable local legislation such as Data Protection Act 2018 (UK GDPR).

“Services” means the remote or, internet-based, whichever is applicable, collection, transmission and processing of vehicle-related data (including but not limited to positioning, hours meters, alerts) using Telematics Hardware, further described in the article 8 of these Terms and Conditions.

“Services Data” means any data generated and processed by Kubota in the context of the provision of the Services.

“Services Subscription” means the subscription plan entered into by the Customer to receive the Services as indicated in the applicable Services Subscription Form.

“Services Subscription Form” means the written Services confirmation form filed in, signed and agreed by the Customer.

“Systems” means the systems which enable the operation of the Kubota Tracking System, which consists of telematics hardware, software and telematic services.

“Telematics Data” means the data, including emails addresses of the Customer, retrieved from Telematics Hardware uploaded to servers used by Kubota to provide the Services.

“Telematics Hardware” means Services-eligible hardware Telematics components mounted in products (such as machinery and vehicles) including a telematics gateway (in a form of a Terminal) manufactured by Kubota Group as owned by or in the rightful possession of the Customer.

“Telematics User Interface” means an interface managed by Kubota for the User to access their Services Data on the Website.

“Terms and Conditions” means these Kubota Tracking System terms and conditions set forth herein, including its schedule(s), any other

agreement, manual, instruction or other document incorporated by reference herein.

“User” means an individual (employee, contractor, advisor, etc.) authorised by the Customer to access the Services and act in its name and on its behalf, for whom the registration is sought and who accesses to the Services whether through assignment of a password or any other means.

2. EXCLUSIVE APPLICATION

Subject to the foregoing, the Customer acknowledges that all existing and future Agreements shall be governed by these Terms and Conditions to the exclusion of all other terms and conditions such as Customer's general terms and conditions which are explicitly excluded. Notwithstanding the foregoing, such Customer's general terms and conditions may only be effective following the express written approval of Kubota.

3. CONTRACTUAL SUBJECT-MATTER

3.1. The contractual subject-matter comprises the written Services request from the Customer, through the Services Subscription Form, together with these Terms and Conditions. In the event of a conflict between these Terms and Conditions and any special terms and conditions referred to in the Services Subscription Form, the latter shall prevail. The failure on the part of the Customer to sign the Services Subscription Form shall not affect the validity of the terms stated above and hereinafter. Any subsidiary oral arrangements are subject to confirmation in writing by Kubota Holdings Europe.

3.2. These Terms and Conditions, together with the applicable Services Subscription Form, govern the provision of the Services by Kubota as set out in article 7 of these Terms and Conditions.

3.3. These Terms and Conditions include only the Services and expressly do not govern the sale, lease and provision of other Kubota Group products and services or products and services from third parties, including but not limited to Telematics Hardware and Services not set out in article 7.1 of these Terms and Conditions. Any termination, invalidity or default of such other agreements for any reason whatsoever shall have no impact on the validity and scope of these Terms and Conditions and any applicable Services Subscription Form.

4. TERM

4.1. These Terms and Conditions shall become effective and commence from the date of the warranty registration on the machine on which the Systems are built into and will continue for a period stipulated in the Services Subscription Form except if the Agreement is terminated earlier as set forth below. This Agreement does not automatically renew. Upon expiration of the agreed term stipulated in the Services Subscription Form, the Services part of this Agreement will cease. The Customer may elect to request a renewal to the Services Subscription. All data, including but not limited to the Personal Data and the Machine Data, collected by Kubota during the Services Subscription shall not remain accessible to the Customer through the Website after the termination of the Services. The Services Data shall also no longer be available to the Customer after the termination of the Services.

4.2. If the Customer receives a free period of subscription as part of the machine purchase, the Customer will be informed on the duration of the free period of subscription on the Subscription Form. Once the free period of subscription has elapsed, the Customer shall be liable for ensuring to renew its subscription before the term of its current subscription to ensure the continuity of the Services. Once the subscription period, as mentioned in the Services Subscription Form, has elapsed without renewal:

- the Customer will no longer be able to use and access the Services
- Kubota will no longer process the Machine Data, and the Machine Data will no longer be made available to the Customer.
- the Customer needs to purchase a new Services Subscription if it wishes to access the Services again.

5. SERVICES ACTIVATION

5.1. If the Customer wishes to use the Services, it must agree to these Terms and Conditions and all included Schedules and sign the Subscription Form. The signed Subscription Form is validated by the Dealer and an account activation request on behalf of the Customer is sent to Kubota. Upon the receipt of the activation request from the Dealer, Kubota will send an email to the Customer with welcome information and first time log in information on how to access the Telematics User Interface. Kubota retains its right to refuse an activation request.

5.2. If requested by the Customer to the Dealer, the Dealer can ask Kubota for deactivation of the account.

5.3. Kubota is committed to comply with all applicable Economic Sanctions. The creation of the Account is subject to prior compliance check to ensure that the Customer, the User and/or any party mentioned in the Agreement and/or any contract of sale neither appears nor is held, directly or indirectly, by any entities appearing on the banned entities lists issued by any Economic Sanctions authorities as per above definition. Kubota reserves its right to decline the creation of an Account if it appears from the compliance check that the Customer, the User and/or any party to be mentioned in the Agreement and/or any contract of sale appear on any of the sanctions lists or is linked in any way to a sanctioned entity.

6. ACCESS TO THE SERVICES

The Customer will have access to the Telematics User Interface available on the Website. To access the Telematics User Interface, the Dealer will send an activation request on behalf of the Customer to the Kubota Sales Companies. Once the request has been received and the account has been created, the Customer will receive the link to the Website alongside first time log in information to access the Website and complete the Account activation to access the Telematics User Interface. Each Telematics Hardware is linked to one specific Customer. If Customer wishes to link the Telematics Hardware to a different customer, the Customer is required to inform Dealer of this. This includes instances such as change of ownership, as described in the article 28 of these Terms and Conditions. The change will result in the termination of the Agreement and a new Services Subscription Form will need to be agreed with Kubota Holdings Europe.

7. PROVISION OF THE SERVICES

7.1. Subject to these Terms and Conditions and a valid Services Subscription Form entered into by the Customer, Kubota shall make available for use by the Customer via a User Account a digital portal via the Website, where Kubota shall endeavour to make available the Services, which may vary and develop from time to time and may become subject to additional contractual terms and conditions requirements. Available functionality may depend on the Customer's quality (such as, for instance, a private customer, a lease company, a distributor or a dealer), jurisdictions and territory and may be selected and changed by Kubota's discretion.

7.2. Kubota will make reasonable attempts to address questions by the Customer relating to the functioning of the Services. The Customer is obliged to specify the requests for support as comprehensively and in as much detail as possible so that Kubota can respond appropriately. Kubota may set conditions with respect to the way in which support is requested and the qualifications and the number of persons eligible for support. Kubota does not guarantee the correctness, completeness or timeliness of responses or of the support offered. Support services are performed on working days during Kubota's regular business hours.

7.3. Kubota may, at its own discretion, (i) impose conditions on Telematics Hardware eligible to be connected to the Services, (ii) impose Terms and Conditions to end-users regarding the use of the Services, and (iii) decide to make available to the Customer more than one User account.

7.5. By entering into a Services Subscription and accepting these Terms and Conditions, for the purpose of providing the Services, the Customer agrees to the processing of Telematics Data provided via the Telematics Hardware specified in the Services Subscription Form, including the transfer of such Telematics Data to Kubota Holdings Europe and the Kubota Group. Kubota may exchange Telematics Data with third parties engaged by Kubota and the Kubota Group in the context of providing the Services. The Services may provide for functionality to disclose Telematics Data and Service Data towards third parties such as Dealers upon request by the Customer. The Customer agrees to such requested disclosure towards third parties.

7.4. Kubota is not obliged to maintain, modify or add particular features or functionalities of the Services specifically for the Customer.

7.5. Kubota is not obliged to take Customer's instructions when performing the Services, more particularly not if these instructions change or add to the content or scope of the Services agreed on.

7.6. The Services do not include the electronic transfer of Telematics Data and Services Data between Telematics Hardware and the underlying hardware and software used by Kubota to provide the Services. The functioning and distribution of products equipped with Telematics Hardware incorporated in the machine, are subject to separate agreements between the Customer and the Dealer.

7.7. Customer acknowledges that all Services, Systems, Confidential Information, any data, know-how, or other data or information obtained from Kubota may be subject to the import and/or export control laws of one or more countries and, accordingly, their import, export and re-export, may be restricted or prohibited. Customer, therefore, agrees not to directly or indirectly import, export, re-export, or cause to be imported, exported or re-exported, any such Services to any destination, entity, or persons prohibited or restricted as per the Economic Sanctions, unless it shall have first obtained prior written consent of Kubota and any applicable governmental entity.

7.8. The Customer shall indemnify and hold harmless Kubota Holdings Europe, Kubota Sales Companies and/or Kubota Group and each of their respective directors, officers, agents, employees, members and shareholders (hereinafter the "Indemnitees") from and against all and any claims, actions, damages, suits, liabilities, obligations, costs, fees, charges and any other related expenses whatsoever, including but not limited to reasonable attorneys' fees and costs that may be asserted by a third party against any Indemnatee in connection with the misrepresentation, misconduct, negligence, alleged infringement or violation of the Customer, its directors, officers, agents, employees or contractors with respect to its obligations under this article.

8. SERVICES USING TELEMATICS HARDWARE

The Services requiring Telematics Hardware transfer Machine Data from Customer's machine to a cloud based server solution, storing and processing Customer's Machine Data, including a User interface to access and visualise Customer's Machine Data. For a detailed description of the processing of Customer's Machine Data, further details are provided in the [Privacy Notice](#) that forms part of these Terms and Conditions.

The range and signal strength may vary from location to location and are dependent on the range and signal strength of the local provider. Kubota does not guarantee or assume any liability for certain coverage, range or signal strength. During the subscription period, as mentioned in the Services Subscription Form, the terminal frequently transmits designated data from Customer's machine to the cloud-based servers. Following the end of the subscription period, the data generated during the subscription period will no longer remain accessible to the Customer.

9. AUTHORISED USE

Kubota grants You a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to use the Telematics Hardware, Telematics Data and/or Services as well as any programs, services, tools, materials, or information made available through or from the Services conditioned on the Customer's continued compliance with these Terms and Conditions. These Terms and Conditions permit You to display, print, copy into Customer's computer memory, and download content for the Customer's own internal business purposes as necessary to effectively use the Telematics Hardware, Telematics Data and/or Services and You acknowledge that all such electronic or printed copies of the content remain the property of Kubota. This limited license permits You to use the Services for legitimate business purposes only.

10. UNAUTHORISED USE

Except as otherwise expressly authorised, You may not use the Website, the Telematics Hardware, Telematics Data and/or the Services in any manner not specifically authorised or for any improper purpose. Without limitation, the following activities shall constitute unauthorised use:

- except as otherwise expressly authorised, the Customer may not copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, license, sublicense, or commercially exploit any content in any manner not expressly permitted by these Terms and Conditions.
- the Customer shall not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, reverse engineer or otherwise use the Website, the Telematics Hardware, Telematics Data and/or the Services in any manner not expressly permitted herein.
- the Customer shall not use any automatic device, program, script, algorithm, or methodology, or any manual process to access, acquire, copy, or monitor any portion of the Website, the Telematics Hardware, Telematics Data and/or the Services or in any way circumvent the navigational structure or presentation of the Website, the Telematics Hardware, Telematics Data and/or the Services to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available by Kubota through the Website, the Telematics Hardware, Telematics Data and/or the Services.
- the Customer shall not attempt to gain unauthorised access to any

portion or feature of the Website, the Telematics Hardware, Telematics Data and/or the Services, including, without limitation, the account of another User(s), or any other systems or networks connected to the Website, the Telematics Hardware or to any Kubota server or to any of the Services offered on or through the Website or the Telematics Hardware by hacking, password "mining", or any other illegitimate or prohibited means.

- the Customer shall not probe, scan, or test the vulnerability of the Website, the Telematics Hardware and/or the Telematics Data or any network connected to the Telematics Hardware, nor breach the security or authentication measures on the Telematics Hardware or any network connected to the Telematics Hardware.
- the Customer shall not reverse look-up, trace, or seek to trace any information on any other User of the Telematics Hardware or visitor to the Kubota or Kubota Group website.
- the Customer shall not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Telematics Hardware or Kubota's systems or networks or any systems or networks connected to the Telematics Hardware, or use any device, software, or routine to interfere with the proper working of the Website or any transaction conducted on the Telematics Hardware, or with any other person's use of the Telematics Hardware.
- the Customer shall not forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise the Customer's identity or the origin of any message or transmittal You send to Kubota on or through the Telematics Hardware.
- the Customer shall not use the Website, the Telematics Hardware, Telematics Data and/or the Services in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact Kubota.

11. SUBCONTRACTING

It is agreed between the parties that Kubota is entitled to provide all Services itself or by subcontractors of its choice, also in various countries. Communication regarding the Services is exclusively between the parties. A direct communication between the Customer and Kubota's subcontractor is not intended.

12. ASSIGNMENT OF RIGHTS

12.1 The Customer is not entitled to assign, sell, transfer, sub-license, or pledge any of its rights and obligations under these Terms and Conditions and applicable Services Subscription Form, without Kubota's explicit and written consent.

Kubota is entitled to assign, sell, transfer or pledge, without the consent of or notice to the Customer, (a) any and all contractual rights and obligations under these Terms and Conditions and applicable Services Subscription Form to another company belonging to the Kubota Group, including, but not limited to, the Kubota Sales Companies and (b) any and all rights to receive payment under any Agreement with Customer to another company in the Kubota Group, including but not limited to, the Kubota Sales Companies, or to a third party. This article 12 shall be understood to have effect under Dutch property law (goederenrechtelijke werking).

12.2. The Customer shall indemnify and hold harmless Kubota Holdings Europe, Kubota Sales Companies and/or Kubota Group and each of their respective directors, officers, agents, employees, members and shareholders (hereinafter the "Indemnitees") from and against all and any claims, actions, damages, suits, liabilities, obligations, costs, fees, charges and any other related expenses whatsoever, including but not limited to reasonable attorneys' fees and costs that may be asserted by a third party against any Indemnatee in connection with the misrepresentation, misconduct, negligence, alleged infringement or violation of the Customer, its directors, officers, agents, employees or contractors with respect to its obligations under this article.

13. FEES

The applicability of fees incurred for the provision of the Services, including applicable terms of payment, follow from the applicable Services Subscription Form.

14. NO REFUND AND NO SET-OFF

14.1. Unless otherwise provided in the Agreement, all expenses and fees, due to the nature of the Services, being fitted by pre order only, are final and cannot be refunded, deducted or set off of any sort.

14.2. The Services are provided "as is" and "as available". Kubota makes no guarantees regarding fitness for a particular purpose unless expressly

stated in writing. Once the Account has been activated, the Customer irrevocably agrees to waive any right to withdrawal or refund under applicable law, including any rights under consumer protection legislation, which shall not apply in a business-to-business context. The Customer also irrevocably agrees to waive any right of set-off between the fees and any amount due under a contractual or tortious claim, which it has or may have against Kubota and/or its subcontractors, agents, officers, employees or assignees, without prejudice to its rights to file such claim subsequently.

14.3. This article does not limit any mandatory rights that the Customer may have under applicable law that cannot be excluded.

15. CUSTOMER'S OBLIGATIONS

15.1. The Customer is fully responsible to check whether the Telematics Hardware meets the requirements for being connected to the Services.

15.2. Kubota may require that the Customer (at its own expense) modifies its system (hardware, web browser, software and the like) if this should be necessary for the proper functioning of the Services (including future versions thereof).

15.3. Unless explicitly agreed by Kubota, the Customer may solely use the Services for its own organisation or company and only insofar as required for the use intended by Kubota. The Customer is not entitled to sell, lease or alienate, or grant limited rights to, or make the Services available to third parties, in any way whatsoever, for whatever purpose or under whatever title, except where agreed explicitly in advance by Kubota.

15.4. The Customer agrees to always strictly comply with the agreed restrictions on the use of the Services, regardless of the nature or the content of these restrictions.

15.5. If so requested by Kubota or external authorities, the Customer promptly renders assistance in any investigation into compliance with the agreed restrictions on the use of the Service to be carried out by or on behalf of Kubota.

15.6. The Customer warrants and represents that its end-users will comply with these Terms and Conditions.

15.7. Kubota may offer access to its application programming interface (hereinafter the "API") to support integration and interoperability. The Customer shall use the API solely in accordance with the documentation and permitted use cases defined by Kubota. The Customer shall access the API using unique credentials provided by the Provider and shall implement appropriate security measures to protect access against unauthorised use. Kubota makes no guarantee regarding the availability, uptime or response times of the API and reserves the right to perform maintenance, suspend or modify access without prior notice to the Customer.

15.8. The liability of the Customer is unlimited to the extent under the applicable law. Customer's limitation of liability is strictly excluded in case of personal injuries, such as injury of life, body and health, if the damage was caused by gross negligence or willful intent of the Customer or its vicarious agents, or infringement of material contractual obligations, whereas the latter is limited to predictable and typical damages.

15.9. The Customer shall indemnify and hold harmless Kubota Holdings Europe, Kubota Sales Companies and/or Kubota Group and each of their respective directors, officers, agents, employees, members and shareholders (hereinafter the "Indemnitees") from and against all and any claims, actions, damages, suits, liabilities, obligations, costs, fees, charges and any other related expenses whatsoever, including but not limited to reasonable attorneys' fees and costs that may be asserted by a third party against any Indemnatee in connection with the misrepresentation, misconduct, negligence, alleged infringement or violation of the Customer, its directors, officers, agents, employees or contractors with respect to its obligations under this article.

16. RELIEF EVENT

Should Kubota suffer loss or incur extra expense or its obligations under the Agreement be increased by reason of any delay, variation, interruption or suspension of or to the Services arising from or relating to the following (hereinafter the "Relief Events"):

- any act or omission of the Customer, its officers, directors, employees, agents or subcontractors; or
- any delay or failure by the Customer to comply with any of its obligations as set out in the Agreement.

Then, without prejudice to Kubota's other rights and remedies:

- Kubota shall be granted an extension of time in respect of the

performance of the Services to the extent that any Relief Event causes any delay and Kubota shall not be in default by reason of such delay; and

- Kubota shall be relieved of its obligation to perform the Services to the extent that any Relief Event necessarily prevents or hinders Kubota from performing the relevant Services and Kubota shall not be in default to the extent that it is so prevented or hindered from performing the Services; and
- the Customer shall indemnify and hold Kubota harmless from and against any loss, damage or liability which it may suffer as a result of the Customer failing to comply with its obligations under the Agreement.

17. NEW SERVICES

Kubota may make available to the Customer new features to enhance existing Services. New services may be subject to additional terms and conditions or even require a separate agreement or consent.

18. DATA COLLECTION TO PROVIDE AND ACCESS TO THE SERVICES - USE OF DATA

18.1. The parties shall ensure that they shall at all times comply with the provisions and obligations imposed by the Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data and the data sharing agreement as stated in schedule 2 together with any subsequent re-enactment or amendment thereof in sorting and collecting and sharing Data.

18.2. All data collected under this Agreement are collected only for the purpose of fulfilling the Services provided in these Terms and Conditions.

18.3. For the fulfilment of the Customer's activation request of the Subscription Form, Kubota will collect and process data like company, customer name and address, terminal chassis number, and servicing dealers email address.

18.4. To provide the Services, Kubota will collect, host, manage, and use the Machine Data and data pursuant to the terms of these Terms and Conditions.

18.5. If the Customer has given its permission at the time of signing the Terms and Conditions and given their consent, Dealers where the Customer has concluded these Terms and Conditions and signed their Subscription Services Form, will also have access to the Machine Data and other data such as location, hour meter and operation record (operation time, idling time etc.) for the purpose of enhanced Customer support to be provided to the Customer with their machine(s) and be able to input the maintenance record of the Customer's machine upon the Customer's request. This may include allowing Dealer access to the Telematics Data through an API connection for them to use their own system to provide the Customer with the enhanced service benefits. However, the Customer may also choose to restrict the Dealer access if it wishes to do so. To remove Dealer access to Machine Data from machines in the account of the Customer, the Customer should contact its Dealer.

18.6. Kubota is entitled to access the various data linked to the usage of the machine, including but not limited to the Personal Data and the Machine Data, to provide the Services. Customer agrees that Kubota may access and shall do its best endeavours to use those data in anonymised form for statistical purposes as well as to improve or enhance the Services provided under these Terms and Conditions, develop additional or new Kubota products and services, and/or identify new usage types of equipment.

19. PERSONAL DATA

19.1. The parties shall ensure that they shall at all times comply with the provisions and obligations imposed by the General Data Protection Regulation (EU) 2016/679, the data processing addendum as stated in schedule 1, together with any subsequent re-enactment or amendment thereof in sorting and processing Personal Data, and all Personal Data acquired by either party from the other shall be returned to the disclosing party on request.

19.2. Insofar Kubota Holdings Europe performs activities for the Customer as a processor as meant in the rules and regulations pertaining to the protection of Personal Data, the provisions set out in schedule 1 apply in addition to these Terms and Conditions.

19.3. Kubota Holdings Europe also processes Personal Data as a controller in accordance with its Privacy Notice, which is available on the Website and provided to the Customer by the Dealer during the signature of the Subscription Services Form. The Customer warrants and represents

towards Kubota that it shall provide in full compliance with applicable data protection regulations the information included in the Privacy Notice to each involved data subject of whom Personal Data may be processed for the purposes described in the Privacy Notice, including but not limited to end-users of the Services and third parties.

19.4. The Customer is fully responsible for the Personal Data that it processes when making use of the Services. The Customer guarantees towards Kubota that the content, use and/or processing of the Personal Data are not unlawful and do not infringe any third party's right.

20. DATA PRIVACY

The Customer understands, acknowledges, and agrees that use of the Services requires the submission, use, and dissemination of various Personal Data. Accordingly, if the Customer wishes to access and use the Services, the Customer acknowledges and agrees that their use of the Services will constitute acceptance of Kubota's Personal Data collection and use practices. Kubota's practices are in compliance with the General Data Protection Regulation (EU) 2016/679, the Regulation (EU) 2023/2854 (also referred as "EU Data Act", and materialised through the data sharing agreement in schedule 2) or the Data Protection Act 2018 (also referred as "UK GDPR"), if applicable.

As far as Personal Data is affected, further details are provided in the [Privacy Notice](#) that forms part of these Terms and Conditions.

21. INTELLECTUAL PROPERTY RIGHTS

21.1. All intellectual property rights arising from or connected to the Services belong exclusively and shall remain exclusively vested in Kubota, its licensors or its suppliers. The Customer is solely granted the rights of use laid down in these Terms and Conditions. This article 21.1 shall be understood to have effect under Dutch property law.

21.2. Kubota is granted a perpetual, irrevocable, non-exclusive and royalty-free right to use the Telematics Data and Services Data (anonymised, i.e. not or no longer qualifying as Personal Data) for research and development purposes to investigate and improve the quality and effectiveness of the Services and other Kubota Group products and services.

21.3. The Customer shall indemnify and hold harmless Kubota Holdings Europe, Kubota Sales Companies and/or Kubota Group and each of their respective directors, officers, agents, employees, members and shareholders (hereinafter the "Indemnitees") from and against all and any claims, actions, damages, suits, liabilities, obligations, costs, fees, charges and any other related expenses whatsoever, including but not limited to reasonable attorneys' fees and costs that may be asserted by a third party against any Indemnitee in connection with the misrepresentation, misconduct, negligence, alleged infringement or violation of the Customer, its directors, officers, agents, employees or contractors with respect to its obligations under this article, and particularly:

- the storage or processing or use by Kubota of any software, data or Confidential Information supplied by the Customer for use by Kubota in connection with the provision of the Services; or
- anything which the Customer does or supplies; or
- anything which Kubota uses at the request or with the consent of the Customer; or
- the Customer's failure to provide or procure for Kubota any rights of use to be provided or procured in accordance with the Agreement.

22. CONFIDENTIALITY

22.1. The term "Confidential Information" shall include information of any kind transmitted in writing by one party (hereinafter the "Disclosing Party") to the other party (hereinafter the "Receiving Party") and in particular technical, industrial, commercial or organisational knowledge relating to the Disclosing Party including all exchanges between the parties. The Customer and Kubota ensure that secrecy is observed with respect to all Confidential Information. The Customer acknowledges that the Systems made available by Kubota are always confidential in nature and that these Systems contain trade secrets of Kubota and its suppliers or of the producer of the Systems.

22.2. The obligations imposed on the Receiving Party do not apply to Confidential Information or portions thereof disclosed by the Disclosing Party for which the Receiving Party can prove:

- it was in the public domain or publicly available at the time of its transmission to the Disclosing Party;
- that it subsequently entered the public domain or became publicly available for reasons other than an act or omission in violation of the Agreement attributable to the Receiving Party;

- they were already in the possession of the Receiving Party;
- that it was obtained in good faith and without undertaking as to confidentiality, from a third party who was authorised to transmit it;
- that it is or was developed independently by the Receiving Party without using the Confidential Information of the Disclosing Party.

These obligations also do not apply to Confidential Information that are required to be disclosed pursuant to a court order or governmental action, provided that the Receiving Party notifies the Disclosing Party in order to give the Disclosing Party an opportunity to seek a protective order.

22.3. Confidential Information shall remain the property of the Disclosing Party. Nothing in the Agreement shall be construed as granting the Receiving Party any licence or right to the Confidential Information or any intellectual property rights of the Disclosing Party. The Confidential Information is provided “as is”. Further, the Receiving Party acknowledges that it is responsible for all conclusions it draws from the Confidential Information and that the Disclosing Party has no liability with respect to the Confidential Information and its use by the Receiving Party. The execution of the Agreement and the exchange of Confidential Information do not imply any obligation on the part of the Parties to enter into a collaboration agreement or any other agreement.

22.4. The Receiving Party acknowledges that unauthorised disclosure of Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages are not sufficient and that the Disclosing Party may be entitled, without waiving other available rights and remedies, to obtain interim or other similar relief from a court of competent jurisdiction. The Receiving Party shall then be liable according to the provisions of applicable law.

22.5. The Customer shall indemnify and hold harmless Kubota Holdings Europe, Kubota Sales Companies and/or Kubota Group and each of their respective directors, officers, agents, employees, members and shareholders (hereinafter the “Indemnitees”) from and against all and any claims, actions, damages, suits, liabilities, obligations, costs, fees, charges and any other related expenses whatsoever, including but not limited to reasonable attorneys’ fees and costs that may be asserted by a third party against any Indemnitee in connection with the misrepresentation, misconduct, negligence, alleged infringement or violation of the Customer, its directors, officers, agents, employees or contractors with respect to its obligations under this article.

23. SECURITY

23.1. Kubota does not guarantee that the information security provided in connection to the Services is effective under all circumstances.

23.2. Access or identification credentials provided in connection to the Services are confidential and must be treated as such by the Customer. Kubota is entitled to change access or identification credentials. The Customer is responsible for managing these authorisations and for providing and duly revoking access and identification codes.

23.3. Kubota is entitled to adapt the security measures from time to time if this should be required as a result of a change in all circumstances.

23.4. The Customer shall adequately secure its systems and infrastructure and keep these adequately secured.

23.5. Kubota may give the Customer instructions about security features intended to prevent or to minimise incidents, or the consequences of incidents, that may affect security. Should the Customer fail to follow the instructions issued by Kubota or by a relevant public authority, or should fail to follow these in time, Kubota is not liable.

23.6. The Customer shall indemnify and hold harmless Kubota Holdings Europe, Kubota Sales Companies and/or Kubota Group and each of their respective directors, officers, agents, employees, members and shareholders (hereinafter the “Indemnitees”) from and against all and any claims, actions, damages, suits, liabilities, obligations, costs, fees, charges and any other related expenses whatsoever, including but not limited to reasonable attorneys’ fees and costs that may be asserted by a third party against any Indemnitee in connection with the misrepresentation, misconduct, negligence, alleged infringement or violation of the Customer, its directors, officers, agents, employees or contractors with respect to its obligations under this article.

23.7. Kubota is at any time permitted to install technical and organisational facilities to protect the Services, also in connection with a restriction agreed upon in relation to the Customer’s right to use the Services. The Customer may not circumvent any of such facilities.

24. PROTECTION OF PASSWORD

24.1. Kubota is not responsible for unauthorised use of the Customer’s password and their Account. Once the Customer has created their username and password, the Customer is responsible for employing best practices, as mentioned by Kubota in the Account manager manual, made available by Kubota to the Customer, to protect the security and confidentiality of the password and Account.

24.2. Kubota recommends the Customer, without any liability towards the Customer, to change the password on a regular basis.

24.3. The Customer must keep its password and information confidential and not share it with any other person. If the Customer loses its password or becomes aware of access to their Account other than by the Customer, it shall notify Kubota immediately. If a User leaves the Customer on whose behalf it is registered, such User and/or the Customer shall notify Kubota and terminate its access immediately.

25. SUSPENSION OF THE SERVICES

Kubota may suspend the Services at any time and without notice in the following situations:

- any attack on the System, Telematics Hardware and/or Website via a virus, which may alter the capacity, the integrity and/ or the security of the Services; or
- suspension or restricted access to the Services requested by a judicial or administrative authority.

Kubota shall not be liable for any failure to provide the Services in accordance with the Service performance in the event of any suspension in accordance with this article.

26. NO WARRANTY, LIABILITY, INDEMNITY

26.1. The Services are delivered on the basis of a best-effort obligation “as is” and “as available”, which is accepted by the Customer. Kubota may at any time adjust the content or scope of the Services and does not warrant the integrity, accuracy, fitness for any particular use or purchase or any other quality or aspect of the Services.

26.2. Kubota does not guarantee that the Services are free of errors, defects and functions without any interruptions. Kubota makes reasonable effort to repair the errors in its own developed underlying Systems within a reasonable period of time if and insofar as the Customer has provided Kubota with a detailed, written description of the relevant errors. Kubota is always entitled to provide for temporary solutions, program bypasses or problem-avoiding restrictions in the Services. Kubota is never obliged to recover data, information or documents that have been corrupted or lost other than placing back – where possible – the most recent back-up of the data in question. Kubota does not guarantee that the Services are timely adapted to any amendments in the relevant laws and regulations. In these Terms and Conditions, ‘error’ is understood to mean a substantial failure to meet the functional or technical specifications of the Services explicitly made known by Kubota in writing. An error is only deemed to exist insofar it can be demonstrated by the Customer and insofar it is reproducible.

26.3. Kubota may at any time put all or part of the Services out of service for planned and unplanned preventive, corrective or adaptive maintenance. Kubota ensures that the period of time during which the Services is out of operation does not take longer than necessary and ensures, where possible, that maintenance is executed at times when the Services are normally used less intensively.

26.4. The liability of Kubota under these Terms and Conditions, applicable Services Subscription Form and any legal ground whatsoever, explicitly also including each and every failure to meet a guarantee or indemnification obligation agreed on with the Customer, is excluded to the fullest extent under applicable law.

26.5. Insofar the exclusion of liability described in this article is found inapplicable by the competent court, Kubota’s liability for indirect, punitive, exemplary, incidental, special or consequential damage or loss, including, without limitation damages for loss of profits, lost savings, goodwill, use, data or other intangible losses, loss due to business interruption and loss as a result of claims of the Customer and its clients, arising under or relating to this Agreement, remains excluded to the fullest extent permitted under applicable law. Liability for corruption, destruction or loss of any data, information or documents is also excluded to the fullest extent permitted under applicable law.

26.6. The Customer hereby waives any right to suspend or settle any of its obligations pursuant to these Terms and Conditions and any applicable Services Subscription Form.

26.7. Kubota does not make any representation or warranty in relation to products and services (including their compatibility with the Services) provided by third parties which allow for direct or indirect integrations with or add-ons to the Services.

26.8. In relation to any indemnity given in the Agreement related to the Customer's obligations, intellectual property rights, confidentiality, security, assignment of rights Economic Sanctions, the party receiving the benefit of the indemnity (hereinafter the "Indemnity Beneficiary") shall:

- notify the other party (hereinafter the "Indemnifier") promptly if it receives any notice, demand, letter or other document concerning any claim for which it appears that the Indemnity Beneficiary is, or may become entitled to indemnification under the Agreement;
- not make any admissions nor attempt to settle or compromise any such claim or action without the Indemnifier's written consent (such consent not to be unreasonably withheld or delayed);
- give the Indemnifier the sole conduct of the defence to any such claim or action;
- use its best endeavours to mitigate any costs, losses, charges, damages, expenses, claims and demands whatsoever covered by the indemnity; and
- act in accordance with the reasonable instructions of the Indemnifier and give the Indemnifier such assistance as the Indemnifier shall reasonably require in relation to any such claim or action. The Indemnifier shall reimburse the Indemnity Beneficiary's reasonable costs in complying with this article.

27. FORCE MAJEURE

27.1. Neither party shall be responsible for delays or failure to perform any of its obligations herein (other than payment obligations) resulting from acts beyond the reasonable control of such party. Such acts shall include, but shall not be limited to, acts of God, strike, lockout, riot, war or act of war, military action, explosion, terrorism, epidemic or pandemic, governmental regulation superimposed after the fact, fire, communication line failure, power failure, flooding, storm, earthquakes or other natural disasters, unexpected changes of applicable laws (also including EU regulations), malicious damage, failures of the internet, data network or telecommunication facilities (also including GPS), (cyber) crime or (cyber) vandalism.

27.2. Where a party is delayed or prevented from performing its obligations under the Agreement by a Force Majeure Event:

- the affected party shall notify the other as soon as reasonably possible with details of the Force Majeure Event, its effect on the relevant obligations and its estimated duration;
- the affected party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event upon the performance of its obligations under the Agreement; and
- the parties will enter into discussions with a view to alleviating the effects of the Force Majeure Event and to agreeing such alternative arrangements as may be fair, reasonable and practicable.

27.3. If Kubota is prevented from, or delayed in, performing any of its obligations under the Agreement by a Force Majeure Event, the Customer may engage a third party to perform all or the relevant affected Services at Customer's costs and expenses until Kubota has given the Customer reasonable notice in writing that it is able once again to perform in accordance with the Agreement. If any Force Majeure Event prevents Kubota from fulfilling its obligations under the Agreement for a continuous period of more than sixty (60) business days, the Parties may terminate the Agreement in accordance with the provisions of the Agreement.

28. TRANSFER OF OWNERSHIP

28.1. The Customer shall inform at the time of sale of the machine connected to the Services, the new owner that they are required to contact the Dealer at which the machine was purchased, about this change of ownership. The transfer of ownership of a machine does not result in a transfer of rights of the Customer to the new machine's owner and does not transfer the remaining period of the Services Subscription to the new machine's owner. Therefore, the new owner is required to sign new Services Subscription Form and agree to these Terms and Conditions and its schedules (the Data Processing Addendum and the Data Sharing Agreement) as well as the [Legal Notice](#) (which includes the [Terms of Use](#), the [Privacy Notice](#) and the [Cookies Policy](#)) that applies generally to the use of the Website.

28.2. Upon the transfer of ownership of the Telematics Hardware connected to the Services, the Machine Data such as maintenance records and operation data (excluding Personal Data of the previous owner) will be visible to the new owner.

29. TERMINATION

29.1. It is agreed between the parties that the Services will automatically be terminated at the end of the subscription period, as mentioned in the Services Subscription Form, unless the Customer informs in writing its Dealer at least 180 days before the end of the subscription period. In case the Customer has not contacted the Dealer within the agreed period, the Customer shall still be able to ask for a renewal of the Services at any time, and Kubota will do its best efforts, but cannot commit, to renew the Services without break, but at no liability for Kubota in case of interruption.

29.2. Unless provided otherwise in the applicable Services Subscription Form, the Customer may terminate the Agreement at any time by sending a termination request in writing to its Dealer. Such termination becomes effective no later than 30 days after Kubota receives the termination request. Once the Customer has terminated its subscription, another Telematics Hardware will not be able to be installed on the applicable machine.

29.3. Without prejudice to any other rights or remedies, Kubota may immediately terminate the Agreement or the affected Services forthwith by written notice to the Customer without incurring any liability for such termination if any of the following occur:

- Kubota has doubts on the Customer's solvency and willingness to pay the Services.
- the Customer is granted a suspension of payments, whether or not provisional, a petition for bankruptcy is filed against the Customer or the Customer is liquidated or dissolved other than for restructuring purposes or for a merger of companies.
- a direct or indirect change occurs in the decisive control of the Customer.
- the Customer fails to meet its obligations under these Terms and Conditions.
- the Customer sells the machine connected to the Services to a third party from the Customer

29.4. Kubota may terminate the Agreement or the affected Services for convenience by sending a six (6) months written notice period to the Customer.

29.5. Any termination in this Agreement is without prejudice to the parties' other rights and remedies.

29.6. Upon termination of the Agreement and unless otherwise agreed, the Services shall be provided by Kubota until the end of the agreed period of Services and Kubota shall consequently be paid due for the remaining Services, together with any potential loss of profit which would have been obtained if the Agreement would have continued.

29.7. Termination of the Agreement under this or any other article shall not affect the continuance of any articles which are steered or by nature are intended to continue after termination nor shall it affect any existing obligations already incurred whether relating to payment or otherwise.

30. LEGAL AUTHORITY

The Customer undertakes, represents, and warrants that:

- it understands and acknowledges that its acceptance of these Terms and Conditions of use results in a valid and binding agreement.
- it has the legal and other requisite authority to enter into these Terms and Conditions with valid and binding effect and it represents and on behalf of which it is entering into the Terms and Conditions; and
- it will only use the Services in compliance with these Terms and Conditions.

31. MISCELLANEOUS

31.1. Nothing in the Agreement shall be taken to create any joint venture, partnership or other similar arrangement; the parties shall at all times stand in relation to each other as independent contractors. Save as otherwise provided in the Agreement, neither Party is or may hold itself out to any third party as being the agent of the other.

31.2. If at any time any provision of these Terms and Conditions is or becomes invalid, this shall not affect the validity or enforceability of the remaining provisions. In this case, the provision in question shall be

replaced with a provision with a similar economic effect to that intended by the parties.

31.3. The Terms and Conditions, all arrangements, agreements and assurances between the contractual parties are the object of the Agreement. This Agreement reflects the full agreement of the parties with respect to its subject matter and replaces all previous documents, discussions, and arrangements with respect to the object of the Agreement. In addition to the Agreement, the Data Processing Addendum, the Data Sharing Agreement in line with the EU Data Act and the Data Privacy Notice contain provisions for data protection, data security and data sharing applicable to the Services.

31.4. No variation of the Terms and Conditions including this article regarding written form shall be effective unless made in writing. Kubota is entitled to unilaterally change these Terms and Conditions from time to time and will notify the Customer of such change in advance no later than 30 days before such change enters into force. A continued use by the Customer of the Services after the entry into force of a change will be deemed as an acceptance of such changed terms and conditions. If the Customer does not accept a material change in these updated terms and conditions, the Customer may terminate its Services Subscription in accordance with the article 31.4 of these Terms and Conditions.

32. APPLICABLE LAW AND PLACE OF JURISDICTION

32.1. These Terms and Conditions and applicable Services Subscription Form shall be governed by the laws of the Netherlands. The applicability of the United Nations Convention on the International Sales of goods (also referred to as the Vienna Convention 1980) is strictly excluded.

32.2. Any dispute arising from or in connection with the Agreement to which the Terms and Conditions and applicable Services Subscription Form belong to, including disputes regarding its existence, validity or termination or the consequences of its nullity, shall be tried to be solved amicably first and will exclusively be brought before the competent District Court in Amsterdam in the Netherlands. Notwithstanding the foregoing, Kubota is also entitled to bring the dispute before the court of the place where the defendant has its registered office.

SCHEDULE 1: DATA PROCESSING ADDENDUM

This Data Processing Addendum (hereinafter the “DPA”) forms part of the Terms and Conditions of the Kubota Tracking System (hereinafter the “Agreement”) between: the Customer defined in the Terms and Conditions (hereinafter the “Customer”) and Kubota Holdings Europe, as defined in the Terms and Conditions (hereinafter “Kubota”).

This DPA completes the article 19 of the Terms and Conditions and details the Parties’ obligations regarding the protection of personal data, associated with the processing of personal data on behalf of the Customer, by Kubota [in accordance with (a) EU Regulation 2016/679 (General Data Protection Regulation; hereinafter the “GDPR”) and any other (b) Member State laws with respect to Personal Data implementing or complementing the GDPR and including the UK GDPR.

1. DEFINITIONS

“Personal Data”, “Process/Processing”, “Controller” (or “Data Controller”), “Processor” (or “Data Processor”), “Data Subject”, “Binding Corporate Rules” (or “BCR”), “Personal Data Breach” and “Supervisory Authority” shall have the same meaning as in the GDPR. Other terms may be defined from time to time in this DPA.

2. ROLES AND OBLIGATIONS OF THE PARTIES

2.1. For the purpose of Processing Personal Data both Parties acknowledge and recognise being bound by the duties and the obligations of the GDPR and the following subsequent conditions.

2.2. The purpose of this DPA is to govern the Processing of Personal Data in connection with the terms of the Agreement.

2.3. For the purpose of this DPA, Parties could act either as “Controller”, “Processor” or “Sub-processor” in accordance with the nature of the Personal Data they need to process for the performance of the Agreement.

For the purposes of Processing Customer’s Personal Data under the Agreement; Customer shall be regarded as the “Data Controller” and Kubota shall be regarded as the “Data Processor”.

3. CUSTOMER’S PROCESSING INSTRUCTIONS

3.1. Customer’s initial instructions for the Processing of Personal Data are set out in (i) the Agreement, (ii) this DPA, including (iii) the Description of Processing of Personal Data (as described in Attachment 1) and (iv) Technical and Organisational Measures (as described in Attachment 2).

3.2. Kubota hereby expressly undertakes to process Personal Data exclusively in accordance with (a) Applicable Data Protection Law (for the purposes of this DPA, Applicable Data Protection Law shall designate the Law which is applicable to the Data Controller), (b) the above-mentioned documented instructions received from Customer, including, notably, concerning any Transfer of Personal Data and (c) the provisions of this DPA.

3.3. If Kubota cannot or can no longer comply with Customer’s instructions as per the above, for whatever reason, Kubota shall inform Customer immediately of its inability and provide adequate justification for such inability.

3.4. If Kubota becomes aware that the instructions it receives from Customer may constitute an infringement of Applicable Data Protection Law or any relevant applicable law, it shall, without delay, inform Customer of such potential infringement to request revised instructions, unless Applicable Data Protection Law or other applicable law prohibits the provision of such information. To the extent strictly necessary, Customer shall adapt its instructions, and Kubota shall assist Customer in doing so, in order to ensure that the Processing complies with Applicable Data Protection Legislation. Once the new instructions are defined, Kubota shall implement them without delay. In this case, the burden of additional cost (if any) shall be separately agreed upon between the Parties.

4. RECORDS OF PROCESSING ACTIVITIES

4.1. Kubota shall maintain a record of categories of Processing activities carried out on behalf of Customer / Distributor regarding the Services provided under the Agreement as per the provisions of article 30 of the GDPR.

4.2. Upon request from Customer or from any competent Supervisory Authority, Kubota shall provide a copy of such records of Processing activities without undue delay and, in any case, within the timeframe defined by the Supervisory Authority.

5. KUBOTA’S GUARANTEES

Kubota hereby expressly guarantees that it has implemented and will continue to implement appropriate technical and organisational measures to ensure that any Processing of Personal Data implemented on behalf of Customer complies with the requirements of Applicable Data Protection Legislation.

6. ASSISTANCE TO CUSTOMER

Kubota shall communicate to Customer the contact details of its Data Protection Officer or equivalent responsible officer and ensure that he/she has been properly involved in this project to be in a position to provide support and assistance to Customer where required.

6.1. Data subject rights

Whilst Customer is responsible for determining the manner in which it responds to Data Subjects requests to exercise their rights under Applicable Data Protection Law, Kubota shall, in accordance with Applicable Data Protection Law and taking into account the nature of the Processing, assist Customer by appropriate technical and organisational measures to support Customer in the fulfilment of the obligation to respond to Data Subjects’ requests.

Where the Data Subject’s request is addressed directly to Kubota, Kubota shall inform the Customer of the receipt of such request immediately. In such a case, unless duly and expressly agreed between the Parties as part of the Services under this Agreement, Kubota shall not directly answer to Data Subject requests.

Where Customer and Kubota have agreed that Kubota shall be responsible to address Data Subjects requests, Kubota shall respond to Data Subject requests in accordance with the terms of the Services agreed to with Customer.

6.2. In the security of Processing

Kubota shall, in accordance with Applicable Data Protection Law and taking into consideration the nature of the Processing, assist Customer to comply with its obligation to define and implement adequate technical and organisational measures to ensure the security and confidentiality of the Personal Data Processed under this DPA.

7. SECURITY AND CONFIDENTIALITY MEASURES

7.1. Kubota confirms that it has implemented and will maintain for the entire term of its Processing of Customer’s Personal Data, appropriate technical, organisational and contractual measures to ensure the security of Personal Data and to prevent unauthorised or unlawful Processing of such Personal Data and against accidental loss or destruction of, or damage to Personal Data (hereinafter the “Security Measures”) as set forth in the Attachment 2.

7.2. Kubota confirms that the Security Measures meet the requirements of Applicable Data Protection Law, taking into consideration the nature of the data processed, the nature of the Data Subjects concerned, the purpose of the Processing and their associated risks.

7.3. Kubota confirms that its personnel in charge of Processing Personal Data in the context of this Agreement shall be bound by an appropriate obligation of confidentiality regarding the Processing of Personal Data.

8. PERSONAL DATA BREACHES

8.1. In the event of a Personal Data Breach arising to Customer’s Personal Data Processed for the purposes of this Agreement during the performance of the Services by Kubota, Kubota shall immediately, and

in no case later than 72 hours upon having received knowledge of the Personal Data Breach, notify Customer about the Personal Data Breach, providing the following information:

The nature of the Personal Data Breach, the categories and approximate number of Data Subjects as well as the categories and approximate number of data records affected by the Personal Data Breach;

- the name and contact details of the relevant contact point where more information can be obtained;
- a description of the likely consequences of the Personal Data Breach;
- a description of the measures taken or proposed to be taken by Kubota to address the Personal Data Breach, including, where appropriate, to mitigate its possible adverse effects.

8.2. In the event of such a Personal Data Breach, both Parties shall treat any information regarding this Personal Data Breach with the highest degree of confidentiality and actively cooperate on any public communication and/or official notification to competent authorities. In any event, Kubota expressly acknowledges that it shall not be entitled to make any statements or communications regarding such potential or actual Personal Data Breach without it having been expressly approved by Customer in writing.

8.3. Notwithstanding any other provision of this DPA, Kubota shall not be liable as Data Processor towards the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this DPA.

8.4. Kubota shall bear all of its own costs associated with the implementation, enforcement and follow up of such actions.

9. LEGAL REQUESTS FOR ACCESS TO CUSTOMER'S PERSONAL DATA

9.1. Kubota will not disclose Personal Data except: (1) as Customer directs; (2) as described in this DPA; or (3) as required by law.

9.2. In this respect, Kubota shall not provide any third party with:

- A. direct, indirect, blanket, or unfettered access to Customer's Personal Data;
- B. platform encryption keys used to secure Processed Data or the ability to break such encryption;
- C. access to Personal Data if Kubota is aware that the data is to be used for purposes other than those stated in the third party's request;
- D. broad, unspecific, clear or indiscriminate access, including indirect access to Customer's Personal Data; or
- E. any other kind of access to Customer's Personal Data.

9.3. In support of the above, Kubota may provide Customer's basic contact information to the third party. The Parties agreed that they will enter into additional agreements regarding additional protections measures with regard to transfer of personal data to third countries as required by local or European data protection authorities.

10. AUDIT AND ACCOUNTABILITY

Customer may, once a year and subject to a prior notice of at least two (2) weeks, carry out or have an independent duly appointed third party established on the market for its auditing functions and bound by a strict obligation of confidentiality, conduct an audit of Kubota's Processing facilities in order to ensure the compliance with the obligations set forth in this DPA. The Customer is responsible for all costs and fees related to such an audit.

11. TRANSFER OF CUSTOMER'S PERSONAL DATA TO THIRD COUNTRIES

11.1. For the purposes of this DPA, Third Country shall designate any country or jurisdiction outside the EEA (European Economic Area) which has not been recognised by the European Commission and/or competent data protection authorities as providing an adequate level of protection to Personal Data as per the provision of the Applicable Data Protection Law.

11.2. In cases where Kubota is established in or intends to transfer Customer's Personal Data to a duly authorised subcontractor (including any subsidiary or affiliate) located in a Third Country, including outside the EEA, it shall only do so only with the already established subcontractors listed in Attachment 1 or if there are any changes to the list, firstly communicate this to their Customer to make them aware of this happening for such transfer to a Third country.

11.3. In such cases and in order to obtain such prior approval, Kubota guarantees that it or its subcontractors (including any subsidiary or affiliate) have implemented adequate safeguards to ensure the adequate protection of Customer's Personal Data.

12. SUBPROCESSING

12.1. Kubota shall not transfer Customer's Personal Data and/or the performance of the Processing of any Personal Data to any subcontractor (including any subsidiary or affiliate) without Customer's prior notice, even though such transfer takes place for the performance of the Services contemplated under this Agreement.

12.2. Notwithstanding the above, Kubota's subcontractors (including any subsidiary or affiliates) listed in Attachment 1 are hereby approved by Customer as subcontractors which Kubota is entitled to transfer exclusively Customer's Personal Data for the sole purpose of delivering the Services under this Agreement.

12.3. Where Customer has given informed of such a transfer, Kubota warrants that it has obtained from the subcontractor all relevant and sufficient guarantees regarding the protection of Customer's Personal Data it processes and that, in any case, subcontractor provides, at all times, the same level of protection to Customer's Personal Data as agreed between Customer and Kubota as per the terms of this DPA by entering into a binding agreement with the subcontractor.

13. EFFECTS OF TERMINATION

At the termination or expiry of the Agreement for any reason whatsoever, Kubota (including its employees, managers, affiliated companies, providers) shall cease any processing of Personal Data belonging to Customer, subject to the necessary processing for compliance with legal accounting, tax and social obligations specific to it. Once the Agreement has been terminated or expired Customer's Personal Data will be anonymised and will only be used for analytics and insight purposes and the Customer will no longer be able to be identified through their Personal Data.

14. APPLICABLE LAW AND COMPETENT COURT

14.1. This DPA is exclusively governed by the laws of the Netherlands.

14.2. Any dispute arising from or in connection with this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity, shall be tried to be solved amicably first and will exclusively be brought before the competent District Court in Amsterdam in the Netherlands. Notwithstanding the foregoing, Kubota is also entitled to bring the dispute before the court of the place where the defendant has its registered office.

15. ORDER OF PRECEDENCE

15.1. Except as modified by this DPA, the terms of the Agreement shall remain in full force and effect.

15.2. Nothing in this DPA reduces Customer's or any other of its affiliates' obligations under the Agreement in relation to the protection of Personal Data or permits Customer or any of its affiliates to process (or permit the processing of) Personal Data in a manner which is prohibited by the Agreement.

15.3. Subject to article 15.2, regarding the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the parties, including the Agreement, the provisions of this DPA shall prevail.

ATTACHMENT 1: DESCRIPTION OF THE PROCESSING OF PERSONAL DATA CONDUCTED BY KUBOTA

CONTACT INFORMATION

Kubota's name	Kubota Holdings Europe B.V.
---------------	-----------------------------

SERVICE DESCRIPTION

Please describe in few words the Services or products purchased	Processing of Customer's Personal Data of Users of Construction Machinery fitted with the Kubota Tracking System whilst accessing and using the Services. Data Subjects include the Machine Owners and Machine Operators (employees of Machine Owners or Other Users (including through rental fleet management)).
---	--

PROCESSING ACTIVITIES

Purpose of the Processing	Kubota will process Personal Data of the Users of the Telematics Software and Services to provide the Kubota Tracking System. Users include Machine Owners, Employees of the Machine Owner or fleet management renters of the Machines fitted with Kubota Tracking System.			
Categories of Processing activities* (see definition list below)	Collection	✓	Consultation	
	Storage	✓	Media Handling (e.g. shipping of tapes or optical media)	
	Organisation		Disclosure	
	Structuring		Making Available	✓
	Recording		Alignment/Combination/Matching	
	Adaptation		Restriction of use or access	✓
	Retrieval		Erasure or destruction	
	Remote Access	✓	Use Big Data Analytics	✓
	Profiling			
	Other (please specify): <div></div> <div></div>			
Location of the Data Subjects	European Union		✓	
	Non-European Union			
Please specify (non-EU): <div></div> <div></div>				
Categories of Personal Data processed	Identification Data	✓	Connection Data	✓
	Personal life		Location Data	✓
	Professional life	✓	Account profile	✓
	Other (please specify): <div></div> <div></div>			

Categories of sensitive Personal Data processed			No sensitive Personal Data	<input checked="" type="checkbox"/>
	Social Security Number or National Identification Number		Trade-union affiliation	
	Biometric Data		Health information	
	Genetic Data		Sexual preferences	
	Banking and financial data		Criminal offences and sanctions	
	Racial or ethnic data		Criminal offences and sanctions	
	Philosophical, Political or Religious Beliefs		Telephone intercepts	
Categories of Data Subjects	Employees of the customer	<input checked="" type="checkbox"/>	End-users	<input checked="" type="checkbox"/>
	Customers of the customer	<input checked="" type="checkbox"/>	Members	
	Providers		Visitors	
	Other (please, specify):			
	<div></div> <div></div>			
Term of retention/deletion of Personal Data	For the duration or until termination of the Terms and Conditions Agreement.			
	<div></div>			

KUBOTA'S DATA PROTECTION PRACTICES

Kubota's guarantees regarding the Processing of Personal Data (please, attach the file or give the reference to find it)	Data Protection/Privacy Policy	<input checked="" type="checkbox"/>	Data access management and control rules	<input checked="" type="checkbox"/>
	Information Security Policy	<input checked="" type="checkbox"/>	Security standard certifications (e.g. ISO 27001)	
	Policy regarding encryption of Personal Data	<input checked="" type="checkbox"/>	Regular training of employees on Data Protection	
Location of Kubota's Processing activities (Kubota's affiliates)	Name	Address	Country	Service Description
	Kubota Corporation		Japan	Technical infrastructure of the Telematics Platform (Platform on which Kubota Tracking System runs)
Does the Processor use one or several external subcontractors?	YES	<input checked="" type="checkbox"/>		
	NO	<input type="checkbox"/>		
If yes, please provide the name, contact details, role (Processing activities) and location of subcontractors	Name	Address	Country	Service Description
	Microsoft Azure SQL		US	Cloud-based service for the Kubota Tracking System technical operation
Safeguards implemented if Kubota's affiliates or subcontractors are located outside the EU or if Personal Data is available from outside the EU	Country recognised as providing an adequate level of protection by the EU Commission			<input checked="" type="checkbox"/>
	European Commission's Controller to Processor Standard Contractual Clauses			
	Specific (ad-hoc) data transfer agreement, requiring a high level of protection, duly validated by competent authorities			
	Processor's validated Binding Corporate Rules			
	Processor's adhesion to a validated code of conduct			
	<div>Data is stored in the European Data Centre.</div> <div></div> <div></div>			

ATTACHMENT 2: TECHNICAL AND ORGANISATIONAL MEASURES

DESCRIPTION

The description of the technical and organisational security measures taken by the Processor (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context, and purpose of the data processing, as well as the risks to the rights and freedoms of natural persons.

Security measures are as follows:

- measures regarding the pseudonymisation and encryption of personal data;
- measures that permanently ensure the confidentiality, integrity, availability, and resilience of processing systems and services;
- measures that guarantee the ability to timely restore the availability of and access to personal data in the event of a physical or technical incident;
- processes for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for securing processing;
- measures for the identification and authorisation of users;
- measures for the protection of data during transmission;
- measures for the protection of data during storage;
- measures to ensure the physical security of locations where personal data is processed;
- measures to ensure that incidents are recorded;
- measures to ensure the system configuration, including the default settings;
- measures for internal governance and management in the field of IT and IT security;
- measures for the certification/assurance of processes and products;
- measures to ensure data minimisation;
- measures to ensure data quality;
- measures to ensure limited data retention;
- measures to ensure accountability;
- measures to enable data portability and ensure deletion.

REVIEW AND UPDATE

The Processor shall review and update these Technical and Organisational Measures on an annual basis or in response to any material changes to the processing activities or regulatory requirements. The Controller will be informed of any significant changes that affect the processing of personal data.

SCHEDULE 2: CONTRACT ON DATA ACCESS AND USE OF DATA BETWEEN KUBOTA HOLDINGS EUROPE B.V. AND USERS OF CONNECTED PRODUCT AND RELATED SERVICE FOR KUBOTA TRACKING SYSTEM

This contract on data access and use of data (hereinafter the **“Data Sharing Agreement”**) forms part of the **Terms and Conditions of the Kubota Tracking System** between the Customer defined in the Terms and Conditions (hereinafter the **“User”**) and Kubota Holdings Europe, as defined in the Terms and Conditions (hereinafter the **“Data Holder”**). The Data Holder and the User shall collectively be referred to as the Parties and individually as a Party.

This Data Sharing Agreement completes the article 18 of the Terms and Conditions and is made with regard to Data from the Kubota Tracking System in accordance with the Data Act, insofar as:

- The Data Holder holds certain Data which is subject to the provisions of the Data Act and is willing to share such Data with the User under the terms and conditions of this Data Sharing Agreement;
- The User wishes to access, use, and process certain data generated by the Data Holder in compliance with the requirements of the Data Act;
- The User declares that it is either the owner of the Connected Product or contractually entitled to use the Connected Product under a rent, lease or similar contract and to receive the Related Service under a service contract;
- The User commits to provide upon duly substantiated request to the Data Holder any relevant documentation to support these representations, where necessary.

1. DEFINITIONS

In this Data Sharing Agreement, the following capitalised terms have the respective meanings set forth below:

“Data” shall mean any digital representation of acts, facts or information and any compilation of such acts, facts or information, including in the form of sound, visual or audio-visual recording, covered by the Data Act and that is shared or made available by the Data Holder to the User, being understood that the type of Data covered is specified in Appendix 1;

“Data Act” shall mean the Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828, which sets forth rules for access to and the use of Data generated in the European Union, particularly with respect to data sharing between businesses, individuals, and public sector bodies;

“Data Holder” shall mean a natural or legal person that has the right or obligation, in accordance with the Data Act, applicable European Union law or national legislation adopted in accordance with European Union law, to use and make available data, including, where contractually agreed, Product Data or Related Service Data which it has retrieved or generated during the provision of a related service;

“Data Recipient” shall mean a natural or legal person, acting for purposes which are related to that person's trade, business, craft or profession, other than the user of a connected product or related service, to whom the data holder makes data available, including a third party following a request by the user to the data holder or in accordance with a legal obligation under Union law or national legislation adopted in accordance with European Union law;

“Metadata” shall mean a structured description of the contents or the use of Data facilitating the discovery or use of that Data;

“Personal Data” shall mean personal data as defined in article 4 point (1) of the Regulation (EU) 2016/679;

“Product Data” shall mean Data generated by the use of a Product that the manufacturer designed to be retrievable, via an electronic communications service, physical connection or on-device access, by a User, Data Holder or a third party, including, where relevant, the manufacturer;

“Related Service Data” shall mean Data representing the digitisation of User actions or of events related to the Product, recorded intentionally by the User or generated as a by-product of the User's action during the provision of a Related Service by the provider;

“User” shall mean a natural or legal person that owns a Connected Product or to whom temporary rights to use that Connected Product have been contractually transferred, or that receives Related Service

“Connected Product” shall mean an item that obtains, generates or collects Data concerning its use or environment and that is able to communicate Product Data via an electronic communications service, physical connection or on-device access, and whose primary function is not the storing, processing or transmission of Data on behalf of any party other than the User;

“Related Service” shall mean a digital service, other than an electronic communications service, including software, which is connected with the Connected Product at the time of the purchase, rent or lease in such a way that its absence would prevent the Connected Product from performing one or more of its functions, or which is subsequently connected to the Connected Product by the manufacturer or a third party to add to, update or adapt the functions of the Connected Product;

“Trade Secret” shall mean trade secret as defined in article 2 point (1) of Directive (EU) 2016/943.

This Data Sharing Agreement is made with regard to:

(a) the following Connected Product:

- the Kubota Tracking System, a telematics hardware, software and telematic service.

(b) the following Related Service:

- the Kubota Tracking System portal, a computer, tablet and smartphone fleet management software provided with the abovementioned system.

The User declares that they are either the owner of the Connected Product or contractually entitled to use the Connected Product under a rent, lease or similar contract and/or to receive the Related Service under a service contract.

Documentation supporting these declarations as well as details as to who is to be considered as the User under this Data Sharing Agreement are set out in Appendix 8.

2. DATA COVERED BY THE DATA SHARING AGREEMENT

The Data covered by this Data Sharing Agreement consists of any readily available Product Data or Related Service Data, and includes both non-personal and Personal Data.

The Data Holder lists the Data in Appendix 1, with a description of the type or nature, estimated volume, collection frequency, storage location and duration of retention of the Data.

If, during this Data Sharing Agreement, other data other than those specified in Appendix 1 must be made available to the User, Appendix 1 will be amended accordingly.

3. DATA USE AND SHARING BY THE DATA HOLDER

3.1. Agreed use of non-personal Data by the Data Holder

3.1.1. The Data Holder undertakes to use the Data that are non-personal Data only for the purposes agreed with the User as follows:

- performing an agreement with the User or activities related to such agreement (i.e. issuing invoices, generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit);
- providing support, warranty, guarantee or similar activities or to assess User's, Data Holder's or third party's claims (i.e. regarding

malfunctions of the Connected Product) related to the Connected Product or Related Service;

- monitoring and maintaining the functioning, safety and security of the Connected Product or Related Service and ensuring quality control;
- improving the functioning of any Product or Related Service offered by the Data Holder;
- developing new Connected Product or Related Service by the Data Holder, by third parties acting on behalf of the Data Holder (i.e. where the Data Holder decides which tasks will be entrusted to such parties and benefits therefrom), in collaboration with other parties or through special purpose companies (such as joint ventures);
- aggregating these Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to the Data Holder from the Connected Product to be identified or allow a third party to derive those Data from the Data set.

3.1.2. The Data Holder undertakes not to use the Data to derive insights about the economic situation, assets and production methods of the User, or about the use of the Connected Product or Related Service by the User in any other manner that could undermine the commercial position of the User on the markets in which the User is active.

None of the Data uses agreed to under article 3.1.1 of this Data Sharing Agreement may be in contradiction with this article, and the Data Holder undertakes to ensure, by appropriate contractual, organisational and technical means, that no third party, within the Data Holder's organisation, engages in such Data use.

3.2. Sharing of non-personal Data with third parties and use of processing services

3.2.1. The Data Holder may share with third parties the Data and which is non-personal data, if:

- the Data is used by the third party exclusively for the following purposes:
- assisting the Data Holder in achieving the purposes permitted under article 3.1.1 of this Data Sharing Agreement;
- achieving, in collaboration with the Data Holder or through special purpose companies, the purposes permitted under article 3.1.1 of this Data Sharing Agreement and
- the Data Holder contractually binds the third party;
- not to use the Data for any purposes or in any way going beyond the use that is permissible in accordance with article 3.2.1 of this Data Sharing Agreement;
- to comply with article 3.1.2 of this Data Sharing Agreement;
- to apply the protection measures required under article 3.4.1 of this Data Sharing Agreement; and
- not to share these Data further except as set forth in Appendix 9.

Further details, including with regard to identity or categories of third parties with whom Data may be shared, restrictions on use of the Data by third parties, as well as further conditions and protective measures, are set out in detail in Appendix 9.

3.2.2. Notwithstanding article 3.2.1, the Data Holder may use processing services, i.e. cloud computing services (including infrastructure as a service, platform as a service and software as a service), hosting services, or similar services to achieve, for their own account and under their own responsibility, the agreed purposes under article 3.1.1 of this Data Sharing Agreement.

The third parties may also use such services to achieve, for their own account and under their own responsibility, the agreed purposes under article 3.2.1 of this Data Sharing Agreement.

3.3. Use and Sharing of Personal Data by the Data Holder

The Data Holder may use, share with third parties or otherwise process any Data that is Personal Data, only if there is a legal basis provided for and under the conditions permitted under Regulation (EU) 2016/679 (GDPR) and, where relevant, Directive 2002/58/EC (Directive on privacy and electronic communications).

3.4. Protection measures taken by the Data Holder

The Data Holder undertakes to apply the protection measures to prevent Data loss and unauthorised access to the Data that are set out in detail in Appendix 6.

4. DATA ACCESS BY THE USER UPON REQUEST

4.1. Obligation to make Data available

4.1.1. The Data, together with the relevant Metadata necessary to interpret and use those Data must be made accessible to the User by the Data Holder, at the request of the User or a party acting on their behalf. The request can be made using the form specified in Appendix 2 and sent to the email address listed within the Appendix 2.

For the purpose of verifying that the request is made by the User, the Data Holder shall not require to provide any information beyond what is necessary. If the request is made by a party acting on behalf of the User, evidence of their mandate shall be attached to the request.

4.1.2. When the User is not the data subject, the Data Holder shall make the Data which is Personal Data only available to the User, when there is a valid legal basis for making Personal Data available under article 6 of Regulation (EU) 2016/679 (GDPR) and only, where relevant, the conditions set out in article 9 of that Regulation and of article 5(3) of Directive 2002/58/EC (Directive on privacy and electronic communications) are met.

In that respect, when the User is not the data subject, the User must indicate to the Data Holder, in each request presented under the previous article, the legal basis for processing under article 6 of Regulation (EU) 2016/679 (and, where relevant, the applicable derogation under article 9 of that Regulation and article 5(3) of Directive (EU)2002/58) upon which the making available of Personal Data is requested.

4.2. Data characteristics and access arrangements

4.2.1. The Data Holder must make the Data available to the User, free of charge for the User, with at least the same quality as it becomes available to the Data Holder, and in any case in a comprehensive, structured, commonly used and machine-readable format.

The Data Holder and User may use the services of a third party (including a third party providing data intermediation services as defined by article 2 of Regulation (EU) 2022/868) to allow the exercise of the User's rights under article 4.1 of this Data Sharing Agreement. Such third party will not be considered a Data Recipient under the Data Act and such services may be offered by a provider considered as a gatekeeper under article 3 of Regulation (EU) 2022/1925, unless they process the Data for its own business purposes.

4.2.2. The User must receive access to the requested Data:

- easily and securely;
- without undue delay.

4.2.3. In order to meet the requirements of articles 4.2.1 and 4.2.2 of this Data Sharing Agreement, the Data Holder specifies these access arrangements in Appendix 1.

4.2.4. The Data Holder must provide to the User, at no additional cost, the information necessary for accessing the Data in accordance with article 4 of the Data Act.

This includes, in particular, the provision of information readily available to the Data Holder regarding any rights which third parties might have with regard to the Data, such as rights of data subjects arising under Regulation (EU) 2016/679 (GDPR), or facts that may give rise to such rights.

The Data Holder specifies this information in Appendix 1.

4.2.5. The Data Holder undertakes not to keep any information on the User's access to the requested data beyond what is necessary for:

- the sound execution of (i) the User's access request and (ii) this Data Sharing Agreement;
- the security and maintenance of the data infrastructure; and
- compliance with legal obligations on the Data Holder to keep such information.

4.3. Feedback loops

If the User identifies an incident related to article 2 of the Data Sharing Agreement, to the requirements of articles 4.2.1 or 4.2.2 or of Appendix 1 of the Data Sharing Agreement and if the User notifies the Data Holder with a detailed description of the incident, the Data Holder and the User must cooperate in good faith to identify the reason of the incident.

If the incident was caused by a failure of the Data Holder to comply with its obligations, it must remedy the breach within a reasonable period of time. If the Data Holder does not do so, it is considered as a fundamental non-performance and the User may invoke article 10 of this Data Sharing Agreement.

If the User considers their access right under article 4(1) of the Data Act to be infringed, the User is also entitled to lodge a complaint with the competent authority, designated in accordance with article 37(5), point (b) of the Data Act.

4.4. Unilateral changes by the Data Holder

The Data Holder may unilaterally change the specifications of the Data characteristics or the access arrangements stated in Appendix 1, if this is objectively justified by the normal conduct of business of the Data Holder, for example by a technical modification due to an immediate security vulnerability in the line of the Connected Product or Related Service or a change in the Data Holder's infrastructure. Any change must meet the requirements of articles 4.2.1 and 4.2.2 of the Data Sharing Agreement.

The Data Holder must give notice of the change to the User in writing at least 30 days before the change takes effect.

A shorter notice period may suffice:

- where the change does not negatively affect data access and use by the Data Recipient; or
- where such notice would be impossible or unreasonable in the circumstances, such as where immediate changes are required because of a security vulnerability that has just been detected.

5. PROTECTION OF TRADE SECRETS

5.1. Applicability of trade secret arrangements

5.1.1. The protective measures agreed on in articles 5.2. and 5.3 of this Data Sharing Agreement, as well as the related rights agreed in article 5.4 of this Data Sharing Agreement, apply exclusively to Data or Metadata included in the Data to be made available by the Data Holder to the User, which are protected as Trade Secrets, held by the Data Holder or another Trade Secret Holder (as defined in the Trade Secrets Directive (EU) 2016/943).

5.1.2. The Data protected as Trade Secrets and the identity of the Trade Secret Holder(s) are set out in Appendix 4. The Data Holder declares to the User that they have all relevant rights from any third party Trade Secrets Holder to enter into this Data Sharing Agreement regarding the Data protected as Trade Secrets.

5.1.3. If, during this Data Sharing Agreement, new Data are made available to the User that is protected as Trade Secrets as set forth in article 5.1.1 of the Data Sharing Agreement, at the request of the Data Holder, Appendix 4 will be amended accordingly.

Until Appendix 4 has been amended and agreed between the Parties, the Data Holder may temporarily suspend the sharing of the new Data protected as Trade Secrets. In such a case, the Data Holder must give notice to the User and the competent authority designated under article 37 of the Data Act. The notice must be duly substantiated, indicate which measures have not been agreed, and be given in writing without undue delay.

5.1.4. The obligations set out in articles 5.2 and 5.3 of the Data Sharing Agreement remain in effect after any termination of the Data Sharing Agreement, unless otherwise agreed by the Parties.

5.2. Protective measures taken by the User

5.2.1. The User must apply the protective measures set out in Appendix 4.

5.2.2. If the User is permitted to make Data protected as Trade Secrets available to a third party, the User must inform the Data Holder without undue delay of the fact that Data protected as Trade Secrets have been or will be made available to a third party, specify the Data in question, and give the Data Holder the identity, place of establishment and contact details of the third party.

5.3. Protective measures taken by the Trade Secret Holder

5.3.1. The Data Holder may apply the measures agreed in Appendix 4 to preserve the confidentiality of the Data protected as Trade Secrets.

5.3.2. The Data Holder may also add unilaterally appropriate technical and organisational protection measures, if they do not negatively affect the access and use of the Data by the User under this Data Sharing Agreement.

5.3.3. The User undertakes not to alter or remove the Data Holder's protection measures nor the measures taken in accordance with article 5.3.2 of this Data Sharing Agreement, unless otherwise agreed by the Parties.

5.4. Obligation to share and right to refuse, withhold or terminate

5.4.1. Where the identified User's protection measures and the Data Holder's protection measures do not materially suffice to adequately protect a particular Data protected as Trade Secret, the Data Holder may, by giving notice to the User with a detailed description of the inadequacy of the measures:

- unilaterally increase the protection measures regarding the specific identified Trade Secret in question, provided this increase is compatible with their obligations under this Data Sharing Agreement and does not negatively affect the User; or
- request that additional protection measures be agreed. If there is no agreement on the necessary additional measures after a reasonable period of time and if the need of such measures is duly substantiated, i.e. in a security audit report, the Data Holder may suspend the sharing of the specific Data in question. In such a case, the Data Holder must give notice to the User. The notice must be duly substantiated, indicate which measures have not been agreed, and be given in writing without undue delay. The Data Holder must continue to share any Data protected as Trade Secrets other than these specific Data.

5.4.2. If, in exceptional circumstances, the Data Holder is highly likely to suffer serious economic damage from disclosure of a particular Data protected as Trade Secret to the User despite the User's protection measures and the Data Holder's protection measures having been implemented, the Data Holder may refuse or suspend sharing the specific Data in question.

The Data Holder must give a duly substantiated notice without undue delay to the User and to the competent authority designated pursuant to article 37 of the Data Act.

However, the Data Holder must continue to share any Data protected as Trade Secrets other than those specific Data.

5.4.3. If the User fails to implement and maintain their User's protection measures and if this failure is duly substantiated by the Data Holder, i.e. in a security audit report, the Data Holder is entitled to withhold or suspend the sharing of the specific identified Trade Secrets, until the User has resolved the incident.

In this case, the Data Holder must, without undue delay, give duly substantiated notice in writing to the User and to the competent authority designated pursuant to article 37 of the Data Act.

5.4.4. Article 5.4.1 of the Data Sharing Agreement does not entitle the Data Holder to terminate this Data Sharing Agreement. Articles 5.4.2 or 5.4.3 of the Data Sharing Agreement entitle the Data Holder to terminate its Data Sharing Agreement only with regard to the specific identified Trade Secrets, and if:

- all the conditions of article 5.4.2 or 5.4.3 of the Data Sharing Agreement have been met;
- no resolution has been found by Parties after a reasonable period of time, despite an attempt to find an amicable solution, including after intervention by the competent authority designated under article 37 of the Data Act; and
- the User has not been awarded by a competent court with a court decision obliging the Data Holder to make the Data available and there is no pending court proceedings for such a decision.

5.5. End of production and destruction of infringing goods

Without prejudice to other remedies available to the Data Holder in accordance with this Data Sharing Agreement or applicable law, if the User alters or removes technical protection measures applied by the Data Holder or does not maintain the technical and organisational measures taken by it in agreement with the Data Holder in accordance with articles 5.2 and 5.3 of the Data Sharing Agreement, the Data Holder may request the User:

- to erase the data made available by the Data Holder or any copies thereof; and/or
- to end the production, offering or placing on the market or use of goods, derivative Data or services produced on the basis of knowledge obtained through the identified Trade Secrets, or the importation, export or storage of infringing goods for those purposes, and destroy any infringing goods, where there is a serious risk that the unlawful use of those data will cause significant harm to the Data Holder or the Trade Secret Holder or where such a measure would not be disproportionate in light of the interests of the Data Holder or the Trade Secret Holder; and/or

- to compensate a party suffering from the misuse or disclosure of such unlawfully accessed or used Data.

5.6. Retention of Data protected as Identified Trade Secrets

5.6.1. Where the Data Holder exercises the right to refuse, withhold or suspend the Data sharing to the User in accordance with articles 5.4.1, 5.4.2 and 5.4.3 of the Data Sharing Agreement, it will need to ensure that the particular Data that is the subject matter of the exercising of such right is retained, so that said Data will be made available to the User:

- once the appropriate protections are agreed and implemented, or
- a binding decision by a competent authority or court is issued requiring the Data Holder to provide the Data to the User.
- Above retention obligation ends where a competent authority or court in a binding decision allows the deletion of such retained data or where the Data Sharing Agreement terminates.

5.6.2. The Data Holder will bear the necessary costs for retaining the Data under article 5.6.1 of the Data Sharing Agreement. However, the User will cover such costs to the extent the withholding or suspension of Data sharing occurs in accordance with article 5.4.3 of the Data Sharing Agreement.

6. DATA USE BY THE USER

6.1. Permissible use and sharing of Data

The User may use the Data made available by the Data Holder upon their request for any lawful purpose and/or, to the extent that the Data is transferred to or can be retrieved by the User, share the Data freely subject to the limitations in article 6.2 of the Data Sharing Agreement.

6.2. Unauthorised use and sharing of Data

6.2.1. The User undertakes not to engage in the following:

- use the Data to develop a Connected Product that competes with the Connected Product, nor share the Data with a third party for that purpose;
- use such Data to derive insights about the economic situation, assets and production methods of the manufacturer or, where applicable, the Data Holder;
- use coercive means or abuse gaps in the Data Holder's technical infrastructure which is designed to protect the Data in order to obtain access to Data;
- share the Data with a third party considered as a gatekeeper under article 3 of Regulation (EU) 2022/1925.

7. DATA SHARING UPON THE USER'S REQUEST WITH A DATA RECIPIENT

7.1. The Data, together with the relevant Metadata necessary to interpret and use those Data, must be made available to a Data Recipient by the Data Holder, free of charge for the User, upon request presented by the User or a party acting on its behalf.

The request can be made using the form specified in Appendix 3, and sent to the email address listed within the Appendix 3. For the purpose of verifying that the request is made by the User, the Data Holder shall not require to provide any information beyond what is necessary.

7.2. When the User is not the data subject, the Data Holder shall make the Data which is Personal Data only available to a third party following a request of the User, when there is a valid legal basis for making personal data available under article 6 of Regulation (EU) 2016/679 (GDPR) and only, where relevant, the conditions set out in article 9 of that regulation and of article 5(3) of Directive 2002/58/EC (Directive on privacy and electronic communications) are met.

In that respect, when the User is not the data subject, the User must indicate to the Data Holder, in each request presented under the previous article, the legal basis for processing under article 6 of Regulation (EU) 2016/679 (and, where relevant, the applicable derogation under article 9 of that Regulation and article 5(3) of Directive (EU) 2002/58) upon which the making available of Personal Data is requested.

7.3. The Data Holder must make the Data available to a Data Recipient with at least the same quality as they become available to the Data Holder, and in any case in a comprehensive, structured, commonly used and machine-readable format, easily and securely.

7.4. Where the User submits such a request, the Data Holder will agree with the Data Recipient the arrangements for making the Data available in accordance with chapter III and chapter IV of the Data Act.

7.5. The User acknowledges that a request under article 7.1.1 cannot benefit a third party considered as a gatekeeper under article 3 of Regulation (EU) 2022/1925 and cannot be made in the context of the testing of new Connected Product, substances or processes that are not yet placed on the market.

7.6. The User acknowledges that the third party shall only process the Data made available to them pursuant to article 7.1.1 for the purposes and under the conditions agreed with the User. The Data Holder may not be held liable towards the User for the absence of such an agreement between the User and the third party, unless the Data Holder knew or should have known about this absence.

8. TRANSFER OF USE AND MULTIPLE USERS

8.1. Transfer of use

Where the User contractually transfers (i) ownership of the Connected Product, or (ii) their temporary rights to use the Connected Product, and/or (ii) their rights to receive Related Service to a subsequent person (hereinafter a "Subsequent User") and loses the status of a User after the transfer to a Subsequent User, the Parties undertake to comply with the requirements set out in this article.

The initial User must notify the Data Holder of the transfer, and provide the necessary contact details of the Subsequent User, so the Data Holder can conclude a contract with them regarding the Data Holder's use of the Data. The initial User must ensure that the Subsequent User cannot use the initial User's account, as per the instructions listed in Appendix 10.

The rights of the Data Holder to use Product Data or Related Service Data generated prior to the transfer will not be affected by a transfer i.e. the rights and obligations relating to the Data transferred under the Data Sharing Agreement before the transfer will continue after the transfer.

8.2. Multiple users

Where the initial User grants a right to use of the Connected Product and/or Related Service to another party (hereinafter the "Additional User") while retaining their quality as a user, the Parties undertake to comply with the requirements set out in this article.

8.2.1. In the contract between the initial User and the Additional User, the initial User includes, on behalf of the Data Holder, clauses substantially reflecting the content of this Data Sharing Agreement between the initial User and the Data Holder and in particular article 3 of this Data Sharing Agreement, for the duration of the temporary use of the Connected Product and/or Related Service. Once notified, the Data Holder may conclude a data sharing agreement with the Additional User on the use and sharing of that Data by the Data Holder.

8.2.2 The initial User acts as a first contact point for the Additional User, if the Additional User makes a data access request under articles 4 or 5 of the Data Act. The Data Holder must collaborate with the initial User to address the request, as specified in Appendix 5.

8.3 Liability of the Initial User

To the extent that the initial User's failure to comply with their obligations under articles 8.1 and 8.2 of this Data Sharing Agreement leads to the use and sharing of Product Data or Related Service Data by the Data Holder in the absence of a contract with the Subsequent or Additional User, the initial User shall indemnify and hold harmless the Data Holder and each of their respective directors, officers, agents, employees, members and shareholders (hereinafter the "Indemnitees") from and against all and any claims, actions, damages, suits, liabilities, obligations, costs, fees, charges and any other related expenses whatsoever, including but not limited to reasonable attorneys' fees and costs that may be asserted by a third party against any Indemnatee in connection with the misrepresentation, misconduct, negligence, alleged infringement or violation of the User, its directors, officers, agents, employees or contractors with respect to its obligations under this article.

9. DATA OF APPLICATION, DURATION AND TERMINATION

9.1. Date of application and duration

This Data Sharing Agreement:

- takes effect starting from the date of the warranty registration, as listed in the Kubota Tracking System Services Subscription Form;
- is concluded for a duration as defined in the Kubota Tracking System Services Subscription Form, subject to any grounds for expiry or termination under this Data Sharing Agreement or on the grounds for termination under the article 29 of the Kubota Tracking System Terms and Conditions.

9.2 Termination

Irrespective of the duration agreed under article 9.1 above, this Data Sharing Agreement terminates:

- (a) upon the destruction of the Connected Product or permanent discontinuation of the Related Service, or when the Connected Product or Related Service loses its capacity to generate the Data in an irreversible manner; or
- (b) upon the User losing ownership of the Connected Product or when the User's rights with regard to the Connected Product under a rental, lease or similar agreement or the user's rights with regard to the Related Service come to an end; or
- (c) upon the conditions of article 29 of the Kubota Tracking System Services Terms and Conditions being met.

Points (b) and (c) shall be without prejudice to the Data Sharing Agreement remaining in force between the Data Holder and any Subsequent User or Additional User.

9.3. Effects of expiry or termination

9.3.1. Expiry or termination of this Data Sharing Agreement releases both Parties from their obligation to effect and to receive future performance but does not affect the rights and liabilities that have accrued up to the time of termination or expiry. Expiry or termination of this Data Sharing Agreement shall not affect the continuance of any articles which are steered by nature are intended to continue after termination or expiry nor shall it affect any existing obligations already incurred.

9.3.2. At the termination or expiry of the Data Sharing Agreement:

- the Data Holder shall cease to retrieve the Data generated or recorded as of the date of termination or expiry;
- the Data Holder remains entitled to use and share the Data generated or recorded before the date of termination or expiry as specified in this Data Sharing Agreement.

10. REMEDIES FOR BREACH OF CONTRACT

10.1. Cases of non-performance

10.1.1. A non-performance of an obligation by a Party is fundamental to this Data Sharing Agreement if:

- (a) the non-performance substantially deprives the other Party of what it was entitled to expect under this Data Sharing Agreement, unless the non-performing Party did not foresee and could not reasonably have foreseen that result; or
- (b) it is clear from the circumstances that the non-performing Party's future performance cannot be relied on.

10.1.2. A Party's non-performance is excused if it proves that it is due to an impediment beyond its control and that it could not reasonably have been expected to take the impediment into account at the time of the conclusion of this Data Sharing Agreement, or to have avoided or overcome the impediment or its consequences.

Where the impediment is only temporary the excuse has effect for the period during which the impediment exists. However, if the delay amounts to a fundamental non-performance, the other Party may treat it as such.

The non-performing Party must ensure that notice of the impediment and of its effect on its ability to perform is received by the other Party within a reasonable time after the non-performing Party knew or ought to have known of these circumstances. The other Party is entitled to direct damages for any direct loss resulting from the non-receipt of such notice.

10.2. Remedies

10.2.1. In the case of a non-performance by a Party, the aggrieved Party shall have the remedies as listed below, without prejudice to any other remedies available under applicable law, taking into consideration that remedies which are not incompatible may be cumulated.

10.2.2. A Party may not resort to any of the remedies to the extent that its own act or state of affairs caused the other Party's non-performance, such as where a shortcoming in its own data infrastructure did not allow the other Party to duly perform its obligations. A Party may also not rely on a claim for damages for loss suffered to the extent that it could have reduced the loss by taking reasonable steps.

10.2.3. Each Party can:

- (a) request that the non-performing Party comply, without undue delay, with its obligations under this Data Sharing Agreement, unless it would be unlawful or impossible or specific performance would cause the

non-performing Party costs which are disproportionate to the benefit the other Party would obtain;

(b) request that the non-performing Party erases Data accessed or used in violation of this Data Sharing Agreement and any copies thereof;

(c) claim damages for direct pecuniary damages caused to the aggrieved Party by the non-performance which is not excused under article 10.1.2 above. The non-performing Party is liable only for direct damages which it foresaw or could reasonably have foreseen at the time of conclusion of this Data Sharing Agreement as a likely result of its non-performance, unless the non-performance was intentional or grossly negligent.

10.2.4. The Data Holder can also suspend the sharing of Data with the User until the User complies with their obligations, by giving a duly substantiated notice to the User without undue delay if the non-performance of User's obligations is fundamental;

10.2.5. The User can also:

(a) suspend the agreement given to the Data Holder under article 3 of this Data Sharing Agreement until the Data Holder complies with its obligations, unless this would cause a detriment to the Data Holder that is grossly disproportionate compared to the non-performance or its effects;

(b) withdraw the permission given to the Data Holder under article 3 of this Data Sharing Agreement by giving notice to the Data Holder, if:

- (i) the Data Holder's non-performance is fundamental; or
- (ii) in the case of non-performance which is not fundamental, the User has given a notice fixing a reasonable period of time to remedy the non-performance and the period has lapsed without the Data Holder performing. The period stated is taken to be reasonable, if the Data Holder does not object to it without undue delay.

10.2.6. Where a Party fails to perform its obligations under this Data Sharing Agreement, it shall, in any case, pay the penalties set out in detail in Appendix 7, which the Parties deem damages within the meaning of article 10.2.3 (c) above. The non-performing Party has the right to request that the penalty is reduced to a reasonable amount where it can prove that the penalty is grossly excessive in relation to the damage resulting from the non-performance.

11. GENERAL PROVISIONS

11.1. Confidentiality

11.1.1. The following information will be considered as confidential:

- (a) information referring to the Trade Secrets, and in particular financial situation or any other aspect of the operations of a Party, and in particular technical, industrial, commercial or organisational knowledge relating to this Party including all exchanges between the Parties, unless that Party has made this information public;
- (b) information referring to the User and any third party, unless they have already made this information public.

11.1.2. Both Parties agree to take all reasonable measures to store securely confidential information and not to make such information available to any third party.

11.1.3. The confidentiality obligations do not apply to confidential information or portions thereof disclosed by a Party for which this Party can prove:

- it was in the public domain or publicly available at the time of its transmission to the other Party;
- that it subsequently entered the public domain or became publicly available for reasons other than an act or omission in violation of the Data Sharing Agreement attributable to it;
- they were already in the possession of it;
- that it was obtained in good faith and without undertaking as to confidentiality, from a third party who was authorised to transmit it;
- that it is or was developed independently by it without using the confidential information of the other Party;
- that it is under a legal obligation to or make available the relevant information;
- that it is necessary to make the relevant information available in order to fulfil its obligations under this Data Sharing Agreement, or
- that it has obtained the prior consent of the other Party or the party providing the confidential information or affected by its disclosure.

11.1.4. These confidentiality obligations remain applicable for a period of three (3) years after the termination or expiry of the Data Sharing Agreement.

11.1.5. These confidentiality obligations do not remove any more stringent obligations under (i) the Regulation (EU) 2016/679 (GDPR), (ii) the provisions implementing Directive 2002/58/EC or Directive (EU) 2016/943, or (iii) any other European Union or Member State law, or (iv) article 6 of this Data Sharing Agreement.

11.2. Means of communication

Any notification or other communication required by this Data Sharing Agreement must be in writing and may be delivered by hand, sent by prepaid post, or transmitted by electronic means, including email, provided that the sender retains proof of sending to the addresses listed below:

Party	Contact Person	Email	Address
User			
Data Holder	Compliance Department	khe.g.privacy@kubota.com	Kubota Holdings Europe B.V. Hoofdweg 1264 2153 LR Nieuw-Vennep The Netherlands

Any such notice or communication will be deemed to have been received:

- (a) if delivered by hand, on the date of delivery;
- (b) if sent by prepaid post, on the third business day after posting;
- (c) if sent by electronic means, on the date of transmission, provided that no error message indicating failure to deliver has been received by the sender.

11.3. Entire contract, modifications and severability

11.3.1. This Data Sharing Agreement constitutes the entire contract between the Parties with respect to the subject matter of this Data Sharing Agreement and supersedes all prior contracts or agreements and understandings of the Parties, oral and written, with respect to the subject matter of this Data Sharing Agreement.

11.3.2. Any modification of this Data Sharing Agreement shall be valid only if agreed to in writing, including in any electronic form.

11.3.3. If any provision of this Data Sharing Agreement is found to be void, invalid, voidable or unenforceable for whatever reason, and if this provision is severable from the remaining terms of the Data Sharing Agreement, these remaining provisions will continue to be valid and enforceable. Any resulting gaps or ambiguities in this Data Sharing Agreement shall be dealt with according to article 11.4 below.

11.4. Interpretation

11.4.1. This Data Sharing Agreement is concluded by the Parties against the background of the Parties' rights and obligations under the Data Act. Any provision in this Data Sharing Agreement shall be interpreted so as to comply with the Data Act and other European Union law or national legislation adopted in accordance with European Union law as well as any applicable national law that is compatible with the European Union law and cannot be derogated from by agreement.

11.4.2. If any gap or ambiguity in this Data Sharing Agreement cannot be resolved in the way referred to by article 11.5.1 above, this Data Sharing Agreement shall be interpreted in the light of the rules of interpretation provided for by the applicable law..

11.5. Applicable law and place of jurisdiction

11.5.1. This Data Sharing Agreement is governed by the laws of the Netherlands. The applicability of the United Nations Convention on the International Sales of goods (also referred to as the Vienna Convention 1980) is strictly excluded.

11.5.2. The Parties agree to use their best efforts to resolve disputes related to this Data Sharing Agreement amicably first and, before bringing a case before a court or tribunal, to submit their dispute to Autoriteit Consument en Markt (Authority for Consumers and Markets) in the Netherlands.

11.5.2. Submission of a dispute to a dispute settlement body in accordance with article 11.5.2 above does, however, not affect the right of the User to lodge a complaint with the national competent authority designated in accordance with article 37 of the Data Act, or the right of any

Party to seek an effective remedy before a court or tribunal in a Member State.

11.5.3. For any dispute that cannot be settled in accordance with article 11.5.2 above, the competent District Court in Amsterdam in The Netherlands will have exclusive jurisdiction to hear the case. Notwithstanding the foregoing, the Data Holder is also entitled to bring the dispute before the court of the place where the defendant has its registered office.

APPENDIX 1: DETAILS OF THE DATA COVERED BY THIS DATA SHARING AGREEMENT AND OF ACCESS ARRANGEMENTS

A. SPECIFICATION OF THE CONTENT OF THE DATA

The list of data covered by this Data Sharing Agreement can be found at: https://trackingsystem2.kubota.com/terms/dataлист/list_of_data_enGB.pdf

B. DURATION OF RETENTION

The Data will be retained only for as long as necessary for the purposes agreed and for the duration of the agreed term as stated in the Kubota Tracking System Subscription Form. Unless the User requests the Data Holder to delete the Data during the agreed term, the Data will be deleted before the end of the term.

Where the Data Holder is required under Article 4(8) of the Data Act to maintain an access registry, such registry shall be retained for the legally required period and made available to competent authorities upon request.

Where the Data contains Trade Secrets or confidential information, the User shall implement appropriate technical and organisational measures to ensure its secure deletion or return at the end of the permitted retention period, unless further retention is justified and lawfully permitted.

C. DATA REGIME

The following Data qualify as Personal Data under Regulation (EU) 2016/679 - General Data Protection Regulation (GDPR) and shall be processed accordingly:

- Machine location Data
 - Latitude
 - Longitude
 - Altitude
- User's individual information
 - E-mail address
 - Organisation address and name
 - User's log-in credentials
- Peripheral information
 - Chassis number
 - Model name
- Logs
 - Personal information and machine data logs

D. DATA STRUCTURE AND FORMAT

XLSX files for each Data set requested shall be made available to the User upon request.

E. ACCESS POLICY

User's removable Data

In the case of transfer of the Connected Product, the User should delete such Data. Otherwise, machine location Data may be accessible to the Subsequent User.

Always removable Data

Data which the Data Holder should not make accessible to the Subsequent User include User's individual information:

- E-mail address
- Organisation address and name
- User's log-in credentials

Residual Data

In the case of transfer of the Connected Product, such Data will not be removable and will not be subject to a confidentiality agreement (i.e. the Data will also be available to new Subsequent Users):

- Machine operational Data
 - Operational Data
- Peripheral information
 - Chassis number
 - Model name

The Data Holder shall assign to the User individual or organisational account credentials for the purpose of accessing Data from the Connected Product.

The User shall:

- Use the account exclusively for lawful purposes;
- Ensure that access credentials are kept secure and are only used by authorised personnel;
- Promptly notify the Data Holder of any actual or suspected misuse or unauthorised access.

The User shall not allow any third party, including a Subsequent User, to access or use their assigned account credentials.

F. TRANSFER MEDIUM

Data Holder shall transfer the requested Data to the registered User using a designated online encrypted content sharing platform.

G. INFORMATION NECESSARY FOR THE EXERCISE OF THE USER'S ACCESS RIGHTS

The User shall be granted access to the Data request portal using the dedicated authentication.

For any additional request, please contact:

Kubota Holdings Europe B.V.

Compliance Department
Data Privacy Counsel
Hoofdweg 1264
2153 LR Nieuw-Vennep
The Netherlands
khe_g.privacy@kubota.com

APPENDIX 2: FORM FOR AN ACCESS REQUEST BY USER

The filled out form with the relevant documentation should be sent to: khe_g.privacy@kubota.com

Identification of the User	Name: XXX Service Subscription Form n°: XXX
Identification of the person making the request on behalf of the User (if applicable)	Name: XXX Relationship with the User: XXX Please attach evidence of the power to act on behalf of the User
Connected Product and/or Related Service concerned by the request Please fill in a separate form for each of the Connected Product, rather than listing them altogether at once.	Connected Product / Related Service: XXX (i.e. serial number)
Data points concerned by the request	<ul style="list-style-type: none"> • All data which is readily available to the Data Holder • Other: XXX (specify the data points covered by the request)
Nature of the requested Data	<ul style="list-style-type: none"> • Including Personal Data <p>If the User is not the data subject, specify valid legal basis for processing under article 6 of Regulation (EU) 2016/679 and, where relevant, how the conditions of article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC are fulfilled</p> <ul style="list-style-type: none"> • Only non-personal Data
Date of Data concerned by the request	<ul style="list-style-type: none"> • Past data: XXX (specify the period) • Future data: XXX (specify the period)
Timing of access to the Data	<ul style="list-style-type: none"> • Continuously: XXX (specify intervals) • Periodically: XXX (specify intervals) • Other: XXX (specify)
Modalities for access to the Data (depending on what is specified in Appendix 1)	<ul style="list-style-type: none"> • Transfer of the Data
Destination for the transfer (User's contact point)	XXX (specify)
Date of the request	XXX (specify)

APPENDIX 3: FORM FOR AN ACCESS REQUEST BY THE USER TO MAKE DATA AVAILABLE TO A THIRD PARTY

The filled out form with the relevant documentation should be sent to: khe_g.privacy@kubota.com

Identification of the User	Name: XXX Service Subscription Form n°: XXX
Identification of the person making the request on behalf of the User (if applicable)	Name: XXX Relationship with the User: XXX Please attach evidence of the power to act on behalf of the User
Connected Product and/or Related Service concerned by the request Please fill in a separate form for each of the Connected Product, rather than listing them altogether at once	Connected Product / Related Service: XXX (i.e. serial number)
Data concerned by the request	<ul style="list-style-type: none"> • Option 1: all Data which is readily available to the Data Holder • Option 2: as specified, in accordance with Appendix 1 the Data to be shared with a User • Option 3: as specified t in Appendix 2
If the Data includes Personal Data	XXX (specify) The valid legal basis for processing under article 6 of Regulation (EU) 2016/679 and, where relevant, how the conditions of Article 9 of that Regulation and of article 5(3) of Directive 2002/58/EC are fulfilled.
	<ul style="list-style-type: none"> • Past data: XXX (specify the period) • Future data: XXX (specify the period)
Identification of the third party Please note that it cannot be a gatekeeper under article 3 of Regulation (EU) 2022/1925	Name: XXX (specify) Contact details: XXX (specify)
Date of the request	XXX (specify)

APPENDIX 4: DETAILS OF MEASURES FOR THE PROTECTION OF TRADE SECRETS

In accordance with articles 5.1 and 5.2 of the Data Sharing Agreement and in particular articles 5.1.2, 5.1.3 and 5.2.1, the Parties agree to undertake the following necessary, proportionate and relevant measures to protect the Data identified as part of Trade Secrets:

1. **Identified Trade Secrets:** Data Holder: Kubota Holdings Europe B.V., Hoofdweg 1264, 2153 LR Nieuw-Vennep, The Netherlands
2. **Identified Trade Secrets:** The Data protected as Trade Secrets shall include the telecommunications device log data in the Data List provided by the Data Holder in Appendix 1.
3. **Other Data:** Other Data set listed by the Data Holder shall not be subject to the data protection measures indicated in this Appendix.
4. **Data Origin:** This Data set is held and provided by Kubota Holdings Europe B.V. as part of its Kubota Tracking System Services.
5. **Identified Trade Secrets structure:** Telecommunications device log data.
6. **Freshness:** The Data Set is obtained from the use of a Kubota Tracking System enabled machine by the User.
7. **Format:** Same format as listed in Appendix 1.
8. **Security:** The identified Trade Secrets holder will implement appropriate technical and organisational measures, taking into account the state of the art, the costs of implementation, the nature, scope, context, and purposes of processing, as well as the risks to the rights and freedoms of natural persons, to ensure a level of security appropriate to the risk. Such measures shall include, but are not limited to:
 - **Authentication:** The identified Trade Secrets holder shall implement strong user authentication mechanisms to restrict access to identified Trade Secrets to authorised personnel only. This includes the use of multi-factor authentication for all users accessing systems containing identified Trade Secrets.
 - **Data integrity checks:** The identified Trade Secrets holder will implement measures to ensure the accuracy and completeness of identified Trade Secrets, including regular data validation and integrity checks. Identified Trade Secrets must be safeguarded against unauthorised alteration or corruption.
 - **Security monitoring:** The identified Trade Secrets holder shall implement continuous monitoring of its systems and networks for any suspicious or anomalous activity that could indicate a security breach or compromise of identified Trade Secrets.
 - **Forensic analysis:** If a breach occurs, the identified Trade Secrets holder will perform a forensic analysis to determine the root cause, impact, and scope of the incident.
 - **Regular security audits:** The identified Trade Secrets holder will conduct regular internal and external security audits to evaluate the effectiveness of its technical and organisational measures. Audits will be conducted at least annually or in response to significant changes in processing activities.
9. **Transfer Medium:** The identified Trade Secrets will be made available by identified Trade Secrets holder to User as described in Appendix 1.
10. **Secure Use:** The User shall ensure that any processing, use, or handling of Trade Secrets provided by the Data Holder is carried out in a secure manner, in accordance with the following minimum standards:
 - **Secure processing environment**

Trade Secrets must only be accessed, viewed, or processed within IT systems or environments that are:

 - protected against unauthorised access;
 - regularly patched and maintained;
 - isolated or sandboxed where practical to prevent data leakage;
 - monitored for suspicious activity (i.e., SIEM or log review systems).
 - **Identity and access management**

Access must be strictly role-based and limited to individuals with a need-to-know basis.

Multi-factor authentication (MFA) must be enabled where technically feasible.

No shared credentials or generic user accounts may be used to access Trade Secrets.

• Usage monitoring

- The User shall maintain auditable logs of all access, modification, or transmission of Trade Secrets.
- Logs must be retained for a minimum of 36 months and made available to the Data Holder upon request for compliance verification.

• Data transmission and storage

Transmission of Trade Secrets must occur only via secure, encrypted channels (i.e., TLS 1.2+).

Stored data must be encrypted at rest using strong industry-standard encryption (i.e., AES-256).

• Third party system security

If Trade Secrets are hosted or processed by third party systems or cloud providers, the User must ensure those systems meet equivalent or higher levels of security as outlined in this Appendix.

• Starting date

The identified Trade Secrets holder will be made available to the User from the date of the warranty registration as per the Kubota Tracking System Services Subscription Form.

• Accountability

The User shall use the Trade Secrets solely for the specific and permitted purpose defined in this Data Sharing Agreement and shall not use them to gain a competitive advantage or for any unrelated activity, including but not limited to benchmarking, reverse engineering, or replication.

• Access control

The User shall ensure that access to Trade Secrets is strictly limited to personnel who:

- Have a need to know for the permitted purpose;
- Are bound by equivalent confidentiality obligations; and
- Have received adequate training on handling Trade Secrets.

• Record keeping

The User shall maintain internal records of who accessed the Trade Secrets, the purpose of access, and any transfer or use within its organisation. These records shall be made available to the Data Holder upon reasonable request for audit or verification purposes.

• Third parties and subprocessors

The User shall not disclose Trade Secrets to any third party, including subcontractors or affiliates, without the prior written consent of the Data Holder. Where such disclosure is permitted, the User shall ensure that equivalent technical, organisational, and legal protections are in place and remain fully liable for their compliance.

• Storage and transmission

Trade Secrets must be stored and transmitted using encryption or other appropriate security measures, in accordance with current industry standards and applicable cybersecurity obligations.

• Incident notification

The User shall notify the Data Holder without undue delay of any:

- Actual or suspected unauthorised access, use, or disclosure of Trade Secrets; or
- Security incident affecting the confidentiality or integrity of Trade Secret Data.

The User shall take all necessary steps to mitigate the impact of such an incident and cooperate fully with the Data Holder in any investigation or enforcement action.

• End Date Notification

30 days before the end date of the agreed term, identified Trade Secrets holder shall notify in writing to the User that no new Identified Trade Secrets will be made available, accessible or otherwise disclosed to the User.

• Key contact details

Contact details are the same as listed in the Appendix 1 for Data access requests.

• Technical Contact Details

Contact details are the same as listed in the Appendix 1 for Data access requests. If required the requests and communications will be forwarded internally to the relevant departments.

APPENDIX 5: MULTI-USER ACCESS AND GOVERNANCE - DATA HOLDER AND USER

1. PURPOSE

This Appendix sets out how access to Data from the Connected Product is structured when multiple Users operate under the authority of the primary User. It defines the responsibilities of the Data Holder and the Primary User in such contexts and ensures compliance with articles 4 and 5 of the Data Act and with Regulation (EU) 2016/679 (GDPR).

2. DEFINITIONS

For the purposes of this Appendix:

“Primary User” shall mean the natural or legal person that lawfully uses the Connected Product under contract or ownership and who requests access to the Data under article 4(1) of the Data Act.

“Secondary User” shall mean a person acting under the Primary User’s authority (i.e. employee, affiliate, subcontractor) to operate the Connected Product.

“Temporary User” shall mean a Secondary User with limited, time-bound access (i.e. in rental or leasing scenarios).

“Access Registry” shall mean a record maintained by the Data Holder, to the extent required by article 4(8) of the Data Act, logging access and sharing events.

3. ALLOCATION OF ROLES AND ACCESS

Role	Access rights	Sharing rights	Responsibilities
Data Holder	Provides access to the Data as required under article 4 of the Data Act	Shares Data only upon instruction of the Primary User or as required by law	Maintains Access Registry (where applicable). No liability for downstream misuse
Primary User	Receives full access to the Data generated by the Connected Product	May instruct sharing with a Data Recipient in accordance with article 5 of the Data Act	Solely responsible for authorising and supervising Secondary User and Temporary User. Ensures lawful use and sharing
Secondary User	May access Data through systems or accounts managed by the Primary User	Not authorised to instruct sharing	Acts on behalf of Primary User. Primary User remains liable for all actions
Temporary User	May access limited Data during authorised usage period only	No Data sharing rights	Access ends automatically on expiry. Primary User is responsible for withdrawal of credentials and access

4. DATA HOLDER OBLIGATIONS

The Data Holder:

- Shall provide access to Data under article 4(1) of the Data Act via electronic means.
- Is not responsible for verifying the internal role structure of the Primary User (i.e., Secondary or Temporary status).
- Shall implement reasonable technical means to enable access (i.e., interfaces or API endpoints), but is not obligated to provide identity or rights management functionality beyond what is required under the European Union law.
- Shall record access events only where explicitly required under article 4(8) of the Data Act.
- Shall not be liable for any damages arising from misuse of Data by Users or Data Recipients, unless resulting from wilful misconduct or gross negligence.

5. USER RESPONSIBILITIES AND LIABILITY

The Primary User:

- Assumes full responsibility and liability for the use of the Data by all persons acting under its authority, including Secondary Users and Temporary Users.
- Shall ensure that only authorised persons access the Data and that such access complies with applicable law.
- Shall indemnify the Data Holder against all claims, damages, penalties, or liabilities arising from any unauthorised or unlawful use, access, or sharing of the Data by its Users or Recipients.
- Shall ensure that instructions for Data sharing under article 5 of the Data Sharing Agreement are lawful and appropriately scoped.

6. DATA PROTECTION

If the Data includes Personal Data:

- The Primary User is the Controller (or joint Controller, if applicable) under GDPR.
- The Data Holder acts as a technical facilitator and shall not be deemed a Controller or Processor, unless it determines the purposes or means of processing beyond technical provision.
- The Primary User shall ensure that all processing activities by Users or Data Recipients are conducted in accordance with GDPR, including ensuring transparency, security, and lawful processing.

7. TERMINATION OF ACCESS

When a Secondary User or Temporary User’s authorisation ends:

- The Primary User shall ensure that access credentials are withdrawn and that no further access to Data is made.
- The Primary User shall remain liable for any post-termination use or retention of Data by such Users.
- The Data Holder is not required to actively monitor or restrict access based on internal changes in user authorisation.

APPENDIX 6: PROTECTION MEASURES

1. PURPOSE

This Appendix sets out the technical and organisational measures the Data Holder shall implement to protect Data accessed or shared with the User pursuant to Regulation (EU) 2023/2854 (Data Act) and applicable European Union law.

2. SCOPE

This Appendix applies to all Data provided by the Data Holder to the User, including any personal data as defined under Regulation (EU) 2016/679 (GDPR).

3. TECHNICAL AND ORGANISATIONAL MEASURES

The Data Holder shall implement appropriate technical and organisational measures, taking into account the state of the art, the costs of implementation, the nature, scope, context, and purposes of processing, as well as the risks to the rights and freedoms of natural persons, to ensure a level of security appropriate to the risk. Such measures shall include, but are not limited to:

- **Access control and User authentication**
 - Authentication: The Data Holder shall implement strong user authentication mechanisms to restrict access to Personal Data to authorised personnel only. This includes the use of multi-factor authentication (MFA) for all users accessing systems containing Personal Data.
 - Role-based access control: Access to Personal Data and non-personal data shall be granted on a need-to-know basis, based on defined roles and responsibilities. The Data Holder will apply role-based access control and ensure that users only have access to Personal Data and non-personal data necessary for their work.
 - Access logs: The Data Holder shall maintain access logs that track who has accessed Personal Data and non-personal data, when, and what Data was accessed. These logs shall be securely stored and regularly reviewed.
 - Periodic access reviews: The Data Holder will conduct quarterly reviews of user access rights to ensure that only authorised personnel retain access to Personal Data and non-personal data.
- **Data encryption and pseudonymisation**
 - Encryption: The Data Holder shall ensure that Personal Data is encrypted both at rest and in transit, using strong encryption standards such as AES-256 for Data at rest and TLS 1.2 or higher for Data in transit.
 - Data masking and pseudonymisation: Where applicable, the Data Holder shall implement data pseudonymisation techniques (such as anonymising data identifiers or applying pseudonymisation tokens) to reduce the risk of identifying the User without additional information.
 - Key management: Encryption keys used for protecting Personal Data and non-personal data shall be stored securely and rotated on a regular basis. The Data Holder will implement key management protocols to ensure the confidentiality and integrity of keys.
- **Data integrity and availability**
 - Data integrity checks: The Data Holder will implement measures to ensure the accuracy and completeness of Personal Data and non-personal data, including regular Data validation and integrity checks. Data must be safeguarded against unauthorised alteration or corruption.
 - Backup and recovery: The Data Holder shall implement a secure and redundant Data backup system. Backups must be taken regularly and stored in geographically distinct locations. The Data Holder shall conduct data recovery drills at least annually to ensure that Data can be recovered in case of a breach or disaster.
 - Data Availability: The Data Holder will ensure that Personal Data and non-personal data is available for the User, with appropriate measures to prevent Data loss and ensure continuity of service in case of system failures.
- **Incident detection, response, and reporting**
 - Security monitoring: The Data Holder shall implement continuous monitoring of its systems and networks for any suspicious or anomalous activity that could indicate a security breach or compromise of Personal Data.

- Incident response plan: The Data Holder shall maintain a formal incident response plan that outlines clear procedures for responding to Personal Data breaches or security incidents. This plan will include timelines for reporting incidents, investigation protocols, and mitigation measures.
- Forensic analysis: If a Personal Data breach occurs, the Data Holder will perform a forensic analysis to determine the root cause, impact, and scope of the incident. The Data Holder will share the findings with the User.

- **Security audits and certifications**

- Regular security audits: The Data Holder will conduct regular internal and external security audits to evaluate the effectiveness of its technical and organisational measures. Audits will be conducted at least annually or in response to significant changes in processing activities.
- ISO Certifications: The Data Holder will maintain recognised certifications such as ISO 27001, ISO 27701 or equivalent, demonstrating compliance with information security standards.
- Vulnerability assessments: The Data Holder will perform routine vulnerability assessments, penetration testing, and code reviews to identify and address potential security risks in its systems and processes.

- **Employee training and awareness**

- Security awareness programmes: The Data Holder will provide regular security awareness training, including phishing and social engineering prevention, and other relevant topics to ensure all personnel are aware of their responsibilities to protect Personal Data.

4. COMPLIANCE AND COOPERATION

The Data Holder shall cooperate with the User to enable verification and audits of compliance with these protection measures upon reasonable request, while respecting confidentiality and security obligations.

The Data Holder shall notify the User without undue delay of any actual or suspected Data breach affecting the Data provided under the Data Sharing Agreement.

5. LIMITATION

The Data Holder's obligations under this Appendix 6 are subject to compliance with applicable European Union and Member State law.

The Data Holder shall not be liable for damages caused by factors beyond its reasonable control, including misuse of Data by the User or third parties authorised by the User.

APPENDIX 7: PENALTIES FOR BREACH

1. PURPOSE

This Appendix sets out penalties for User breaches of Data Act obligations and contractual duties.

2. DEFINITIONS

For the purposes of this Appendix:

“Breach” shall mean a failure to comply with Data Act obligations, including unlawful access, use, sharing, or disclosure.

“Data Holder” shall mean a Party providing Data access.

“User” shall mean the Party receiving Data access.

3. PENALTIES

a) In case of material Breach

- User shall immediately remedy the breach.
- User shall pay liquidated damages to the Data Holder.
- User shall indemnify the Data Holder for losses, fines, penalties arising from breach.

b) In case of repeated / systemic Breaches

- Data Holder may suspend / terminate User access.
- Data Holder shall seek additional damages or equitable relief.

c) Notification

- User must notify the Data Holder promptly upon Breach or suspected Breach.

4. LIMITATION

Penalties are decided without prejudice to other rights or remedies.

APPENDIX 8: CONNECTED PRODUCT OWNERSHIP

1. PURPOSE

This Appendix defines the evidence and assurances related to the User's ownership of the Connected Product to support the User's rights under the Data Sharing Agreement and the Data Act.

2. DEFINITIONS

For the purposes of this Appendix:

"Proof of Ownership" shall mean documentary evidence that the User is the lawful owner of the Connected Product, such as purchase invoices, bills of sale, registration certificates, or leasing contracts explicitly stating ownership rights.

3. EVIDENCE OF OWNERSHIP

The User shall provide the Data Holder with valid Proof of Ownership prior to or upon execution of this Data Sharing Agreement.

Acceptable Proof of Ownership includes:

- Purchase invoice or receipt issued by the seller/manufacture;
- Certificate of registration or title document (if applicable);
- Valid leasing contract with explicit ownership transfer clause;
- Any other documents mutually agreed upon by the Parties.

4. REPRESENTATIONS AND WARRANTIES

The User represents and warrants that it is the lawful owner of the Connected Product and has full rights to access and control the Data generated thereby.

The User undertakes to promptly notify the Data Holder of any changes affecting ownership status during the term of this Data Sharing Agreement.

5. VERIFICATION AND UPDATES

The Data Holder may request additional documentation or verification to confirm ownership status if reasonable doubts arise.

The User agrees to cooperate in such verification processes and provide updated Proof of Ownership documents when requested.

6. IMPACT ON DATA ACCESS RIGHTS

Data access and sharing rights granted under this Data Sharing Agreement are contingent upon the User's ownership or lawful authority over the Connected Product.

Should the User's ownership be challenged or terminated, the Data Holder may suspend or terminate Data access rights until the ownership dispute is resolved.

7. INDEMNITY

The User shall indemnify the Data Holder against all claims, losses, or liabilities arising from incorrect ownership representations or disputes related to ownership.

APPENDIX 9: MULTI- USER ACCESS AND GOVERNANCE - USER AND DATA RECIPIENT

1. PURPOSE

This Appendix governs the roles and responsibilities of the User and the Data Recipient when the Data is made available under article 5 of the Data Act, particularly in multi-user environments involving temporary or secondary use. It supports lawful access, minimises risk to the Data Holder, and ensures compliance with Regulation (EU) 2023/2854 and Regulation (EU) 2016/679.

2. DEFINITIONS

For the purposes of this Appendix:

“**User (Data Sharer)**” shall mean the natural or legal person with lawful use of the Connected Product who authorises Data access.

“**Secondary User**” shall mean a person authorised by the User to operate the Connected Product but without Data sharing rights.

“**Temporary User**” shall mean a time-limited operator, such as a subcontractor or renter, acting under the User’s control.

“**Access Registry**” shall mean a log of access, maintained at the User’s discretion for audit and compliance.

3. RESPONSIBILITIES AND ACCESS CONDITIONS

Role	Data access rights	Sharing rights	Responsibilities
User (Sharer)	Full access to Data generated by lawful use of the Connected Product	May authorise access to Data Recipient per article 5(1) of the Data Act	Ensures legal basis for sharing. Solely responsible for Recipient selection, scope of access, and onward compliance
Data Recipient	Access only to Data shared explicitly under written instruction from the User	May not further share Data without prior written consent of the User	Subject to contractual restrictions and applicable GDPR obligations (Controller or Processor as applicable)
Secondary User / Temporary User	No right to share or forward Data unless explicitly authorised in writing by the User	No inherent access or delegation rights	Acts under User’s responsibility. User remains fully liable for any use or misuse

4. LIMITATION OF LIABILITY OF DATA HOLDER

Unless separately contracted, the Data Holder:

- Is not responsible for verifying the identity or legal basis of the Data Recipient;
- Is not liable for access or use of Data by any party other than as required by law;
- Does not assume any obligation under this Appendix unless explicitly stated.

5. USER INDEMNITY

The User shall fully indemnify and hold harmless the Data Holder and any third party service provider facilitating access, against any claim, liability, damage, or cost (including legal fees) arising from:

- Unlawful access, sharing or use of the Data by the User, any Secondary User, Temporary User, or Data Recipient;
- Breach of applicable European Union or Member State law (including the Data Act and GDPR) by the User or authorised third parties;
- Any instruction to share Data that infringes intellectual property rights, confidentiality, or Trade Secrets.

This indemnity shall not apply in cases of wilful misconduct or gross negligence by the Data Holder.

6. COMPLIANCE AND DOCUMENTATION

The User is solely responsible for ensuring that:

- The Data sharing has a valid legal basis;
- All GDPR obligations are met (i.e., informing data subjects, securing appropriate processor contracts);
- Data Recipients are contractually bound to the limitations of use, storage, and security of Data.

7. TERMINATION AND AUDIT

Upon termination of the Data Sharing Agreement between the Parties:

- The Data Recipient must cease all access and delete Data unless legally required to retain it;
- The User may request certification of deletion or compliance audit from the Data Recipient;
- The User remains liable for compliance, even if technical access remains available post-termination

APPENDIX 10: SUBSEQUENT USERS AND TRANSFER OF CONNECTED PRODUCT OR USAGE RIGHTS

Where the User transfers:

- (i) ownership of the Connected Product;
- (ii) temporary lawful usage rights to the Connected Product; and/or
- (iii) the right to receive Related Service, to a Subsequent User, and thereby loses status as a User under article 2(7) of the Data Act, the following shall apply:

- The User shall notify the Data Holder in writing of the transfer without undue delay, including:
 - the effective date of transfer; and
 - the identity and contact details of the Subsequent User.
- The User shall ensure that the Subsequent User does not access the Data using the User's account credentials.
- The User remains liable for any access, use, or Data transmission made via their account until the Data Holder formally deactivates the account or transfers access to the Subsequent User.

1. FORMATION OF NEW DATA SHARING AGREEMENT WITH SUBSEQUENT USER

Upon receiving the required information, the Data Holder shall take necessary steps to conclude a separate data sharing agreement with the Subsequent User to enable lawful Data access under the Data Act.

The Data Holder is not obligated to provide Data access to the Subsequent User unless and until such a data sharing agreement is concluded.

2. DEACTIVATION AND TRANSFER

Upon completion of the transfer:

- The User's access rights and account credentials shall be terminated; and
- Any Data sharing mechanism may be suspended until reconfigured for the Subsequent User.

3. LIABILITY AND INDEMNITY

The User shall remain responsible for any unauthorised access or misuse of the Data through its account prior to termination.

The User shall indemnify and hold harmless the Data Holder for any losses or claims arising from a failure to comply with this Appendix 10.



KUBOTA TRACKING SYSTEM SERVICE SUBSCRIPTION FORM

By completing this Services Subscription Form, I am requesting activation of the **Kubota Tracking System** Telematics Services on the identified machines on this document. This Services Subscription Form is concluded by and between **Kubota Holdings Europe B.V.**, a company registered under the laws of the Netherlands, having its registered address at Hoofdweg 1264, 2153 LR, Nieuw-Vennep, The Netherlands through **Kubota (U.K.) Ltd**, a company registered under the laws of England and Wales, having its registered address at Dormer Road, OX9 3UN Thame, Oxfordshire, United Kingdom (hereinafter together referred to as "Kubota"), on one side, and the **company as below-mentioned** (hereinafter referred to as the "Customer"), on the other side. Kubota will set up your account and you will receive an email with your username and temporary password from: kbt_g.accountmanager@sys.kubota.com (make sure to check your SPAM folder for this email if not received within 5 days of your machine handover, please reach out to the email address provided).

CUSTOMER DETAILS (mandatory)

Name of the Customer company

Details of the duly authorised person at the Customer

Customer email address

Customer address / Zip Code / City / Country

SUBSCRIPTION PREFERENCE (please select the applicable option)

Choose the **term of your subscription** (starting from the date of warranty registration):

5 years free subscription (at no cost) on applicable machines (KX042-4, U50-5, U56-5, KX060-5, KX080-4, KX085-5, KX042-5)

5 years payable subscription on applicable machines (U17-5, U18-5, KX027-4, U27-4, KX030-4, KX037-4, U36-4)

3 years additional payable subscription on existing Services Subscription

NO, I do not agree to take Kubota Tracking System on my machine

KUBOTA MACHINE DETAIL ON WHICH KUBOTA TRACKING SYSTEM IS ACTIVATED

Machine Model Number (mandatory)

Chassis Serial Number (5 digits - if known)

ACKNOWLEDGEMENTS (mandatory to activate Kubota Tracking System)

I, the Customer, have received, read and understood the **Kubota Tracking System Terms and Conditions** and its schedules (Data Processing Agreement and the Data Sharing Agreement) and hereby **accept this Services Subscription Form** with my signature.

I, the Customer, **agree that Kubota Tracking System data will be processed by Kubota, Kubota Holdings Europe and Kubota Group**, as defined in the Terms and Conditions. In order to process that data, Kubota may require support or assistance from Dealers. Kubota requires Dealers to comply with the terms of this Services Subscription Form.

I, the Customer, **agree for my Telematics Data to be shared with the Dealer** for the Dealer to provide me with enhanced service benefits. This may include allowing Dealer access to the Telematics Data through an API connection for them to use their own system to provide me with the enhanced service benefits.

I, the Customer, **agree and understand my obligations to inform all machine operators that the Kubota Tracking System are fitted on the machine and understand my obligations to comply with the GDPR** and to provide the relevant information to the users (such as employees of the owner of the machine or any other user that is not the owner of the machine) based on the obligations of the GDPR.

I, the Customer, agree and understand that in case I wish to sublet my machine, **I have to inform the subletter about the Kubota Tracking System being fitted to the machine** and its obligation to inform its operators and/or employees.

I, the Customer, agree and understand my obligations that **I must inform Dealer immediately if I plan to transfer ownership of the machine.**

MARKETING AND PROMOTIONAL COMMUNICATIONS (please select if you wish)

I, the Customer, **agree to receive marketing and promotional communications** from Kubota in relation to my purchase.

SIGNATURES (mandatory to activate Kubota Tracking System)

I, the Customer, **understand the details explained to me of the Kubota Tracking System**, by the Dealer and included in the Terms and Conditions, and its schedules (Data Processing Agreement and the Data Sharing Agreement) of Kubota Tracking System and **agree to proceed with the order of the Kubota Tracking System on my machine(s)**. If I have any questions in regards to the Kubota Tracking System I understand that I need to reach out to my Dealer or Kubota at kuk_g.telematicssupport@kubota.com, who is the provider of this telematics service.

Signature of the Customer

First and Last name

Date

THIS AREA IS TO BE COMPLETED BY THE DEALER

I, the Dealer, agree that I have explained the above details to the Customer and the Customer understands and agrees to proceed with the order of Kubota Tracking System on its machine(s).

Dealer name

Dealer address

Dealer signature



KUBOTA TRACKING SYSTEM SERVICE SUBSCRIPTION FORM

By completing this Services Subscription Form, I am requesting activation of the **Kubota Tracking System** Telematics Services on the identified machines on this document. This Services Subscription Form is concluded by and between **Kubota Holdings Europe B.V.**, a company registered under the laws of the Netherlands, having its registered address at Hoofdweg 1264, 2153 LR, Nieuw-Vennep, The Netherlands through **Kubota (U.K.) Ltd**, a company registered under the laws of England and Wales, having its registered address at Dormer Road, OX9 3UN Thame, Oxfordshire, United Kingdom (hereinafter together referred to as "Kubota"), on one side, and the **company as below-mentioned** (hereinafter referred to as the "Customer"), on the other side. Kubota will set up your account and you will receive an email with your username and temporary password from: kbt_g.accountmanager@sys.kubota.com (make sure to check your SPAM folder for this email if not received within 5 days of your machine handover, please reach out to the email address provided).

CUSTOMER DETAILS (mandatory)

Name of the Customer company

Details of the duly authorised person at the Customer

Customer email address

Customer address / Zip Code / City / Country

SUBSCRIPTION PREFERENCE (please select the applicable option)

Choose the **term of your subscription** (starting from the date of warranty registration):

5 years free subscription (at no cost) on applicable machines (KX042-4, U50-5, U56-5, KX060-5, KX080-4, KX085-5, KX042-5)

5 years payable subscription on applicable machines (U17-5, U18-5, KX027-4, U27-4, KX030-4, KX037-4, U36-4)

3 years additional payable subscription on existing Services Subscription

NO, I do not agree to take Kubota Tracking System on my machine

KUBOTA MACHINE DETAIL ON WHICH KUBOTA TRACKING SYSTEM IS ACTIVATED

Machine Model Number (mandatory)

Chassis Serial Number (5 digits - if known)

ACKNOWLEDGEMENTS (mandatory to activate Kubota Tracking System)

I, the Customer, have received, read and understood the **Kubota Tracking System Terms and Conditions** and its schedules (Data Processing Agreement and the Data Sharing Agreement) and hereby **accept this Services Subscription Form** with my signature.

I, the Customer, **agree that Kubota Tracking System data will be processed by Kubota, Kubota Holdings Europe and Kubota Group**, as defined in the Terms and Conditions. In order to process that data, Kubota may require support or assistance from Dealers. Kubota requires Dealers to comply with the terms of this Services Subscription Form.

I, the Customer, **agree for my Telematics Data to be shared with the Dealer** for the Dealer to provide me with enhanced service benefits. This may include allowing Dealer access to the Telematics Data through an API connection for them to use their own system to provide me with the enhanced service benefits.

I, the Customer, **agree and understand my obligations to inform all machine operators that the Kubota Tracking System are fitted on the machine and understand my obligations to comply with the GDPR** and to provide the relevant information to the users (such as employees of the owner of the machine or any other user that is not the owner of the machine) based on the obligations of the GDPR.

I, the Customer, agree and understand that in case I wish to sublet my machine, **I have to inform the subletter about the Kubota Tracking System being fitted to the machine** and its obligation to inform its operators and/or employees.

I, the Customer, agree and understand my obligations that **I must inform Dealer immediately if I plan to transfer ownership of the machine.**

MARKETING AND PROMOTIONAL COMMUNICATIONS (please select if you wish)

I, the Customer, **agree to receive marketing and promotional communications** from Kubota in relation to my purchase.

SIGNATURES (mandatory to activate Kubota Tracking System)

I, the Customer, **understand the details explained to me of the Kubota Tracking System**, by the Dealer and included in the Terms and Conditions, and its schedules (Data Processing Agreement and the Data Sharing Agreement) of Kubota Tracking System and **agree to proceed with the order of the Kubota Tracking System on my machine(s)**. If I have any questions in regards to the Kubota Tracking System I understand that I need to reach out to my Dealer or Kubota at kuk_g.telematicssupport@kubota.com, who is the provider of this telematics service.

Signature of the Customer

First and Last name

Date

THIS AREA IS TO BE COMPLETED BY THE DEALER

I, the Dealer, agree that I have explained the above details to the Customer and the Customer understands and agrees to proceed with the order of Kubota Tracking System on its machine(s).

Dealer name

Dealer address

Dealer signature