

Assignment of Customer Service Agreement(s)

EFFECTIVE DATE: 1/1/2016. Customer may request a prior version of the Assignment of Customer Service Agreement(s) (this “**Assignment**”), if any, by contacting Dealer at privacy@snpartners.com

In consideration for the compensation set forth in the corresponding Purchase Order or other agreement (each, an “**Order**”), Dealer hereby assigns, sells and transfers all of its right, title and interest under the John Deere Customer Service Agreement(s) (“**CSAs**”) specified in the Order “AS IS” to the customer, purchaser or buyer specified in the Order (“**Customer**”), subject to all the terms of the applicable CSAs, each of which is incorporated herein and made a part hereof.

Customer acknowledges and agrees that this assignment is subject to the approval of Deere, and that Deere may approve or reject the assignment for any reason. Accordingly, this Assignment will become effective only upon approval by Deere, and Customer acknowledges that it will not have any claim against Dealer for a refund or otherwise if Deere refuses to accept the assignment.

TO THE EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY STATEMENTS BY DEALER NOT STATED HEREIN, DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE CSAs AND THE PERFORMANCE OF ANY AND ALL SERVICES, LICENSE OF SOFTWARE OR OTHER OBLIGATIONS THEREUNDER AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED BY DEALER, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (B) ANY WARRANTY AS TO ACCURACY, AVAILABILITY OR CONTENT OF ANY SOFTWARE OR SERVICES PROVIDED UNDER THE CSAs; AND (C) ANY OTHER WARRANTY. NO PROVISION HEREOF SHALL BE DEEMED TO MODIFY, EXPAND OR ADD TO ANY TERMS OF USE, REPRESENTATIONS, WARRANTIES, MAINTENANCE OR SUPPORT OBLIGATIONS OF DEERE OR ANY OTHER SERVICE PROVIDER, SOFTWARE LICENSOR, OR MANUFACTURER OF ANY GOODS, HARDWARE OR SOFTWARE RELATED TO, PROVIDED, OR LICENSED UNDER, THE CSAs. TO THE FULLEST EXTENT PERMITTED BY LAW, REGARDLESS OF THE FORM OF REMEDY, CLAIM OR CAUSE OF ACTION (WHETHER CONTRACT, STATUTE, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), SHALL DEALER’S LIABILITY TO CUSTOMER OR ANY OTHER PERSONS OR ENTITIES RELATED TO THE ASSIGNMENT OF THE CSAs OR PERFORMANCE THEREUNDER EXCEED THE LESSER OF ONE HUNDRED U.S. DOLLARS (\$100.00) OR THE PRICE PAID BY CUSTOMER TO DEALER FOR THE SPECIFIC CSAs ASSIGNED HEREUNDER.

Customer hereby acknowledges that (a) it has received or been provided access to the CSAs and been provided the opportunity to have this Assignment and the applicable CSAs reviewed by legal counsel and (b) Dealer is only assigning its interest in the CSA and has no liability for any acts or omissions of Deere or any other party relating to the CSA. Customer hereby accepts the assignment and assumption of the CSAs, acknowledges that it understands the terms of this Assignment and each applicable CSA and agrees to be bound by the terms and provisions thereof in place of Dealer, including, without limitation, the payments coming due thereunder. Customer further acknowledges that any data or information used in connection with the CSA is subject to and governed by privacy policies published by Dealer, Deere, and various third party service providers, as such policies may be amended. Any person agreeing to be bound by this Assignment on behalf of Customer has been properly authorized and empowered to enter into, and bind Customer to, this Assignment and the underlying CSAs.

Where applicable, the Activation Date identifies the date upon which it is agreed that the services covered by the applicable CSA are to begin, including when the services software and compatible hardware may be authorized to transfer data. However, the date upon which actual transmission of data from the compatible hardware begins may be dependent upon several factors, including the provision of power to the compatible hardware and/or software.