



Terms and conditions of use

Digital Services

between

HORSCH Maschinen GmbH

Sitzenhof 1

92421 Schwandorf, Germany

(hereinafter referred to as “HORSCH” or “we”)

and

Customer

(hereinafter referred to as “Customer”)

on the use of the services and digital services offered by HORSCH in particular in the HORSCH Portal, “HorschConnect” telemetry service and other web and mobile apps.



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1. Introduction

The following terms and conditions of use govern the contractual relationship between the customer or sales partner (hereinafter referred to as “customer”) and HORSCH with regard to the use by the customer of the digital services provided by HORSCH, in particular the HORSCH Portal, ‘HorschConnect’ and other web and mobile applications..

HORSCH is a global leader in manufacturing innovative agricultural technology and modern solutions in the fields of soil cultivation, seeding and crop care. HORSCH Portal is therefore the generic term for the online services that HORSCH provides to those purchasing machines and provides customers with digital services including those listed below.

a. HORSCH Portal

HORSCH Maschinen GmbH, together with its subsidiary companies and other affiliated companies, develops digital solutions for co-operation under the name “HORSCH Portal”. With the HORSCH Portal, our objective is to link customers and HORSCH sales partner with HORSCH optimally and provide reasonable digital processes. For example, customers can manage their machines and sales partners can call up service information.

b. HorschConnect and Telematics Portal

HorschConnect is an important part of the HORSCH Portal. Under the name HorschConnect, HORSCH, together with its subsidiaries and other affiliated companies, has been developing technologies related to the connectivity and digitisation of HORSCH agricultural machines. With the HORSCH Portal and HorschConnect, we are pursuing approaches in a variety of digital areas of application.

Particular focus is currently on the development of mobile apps and internet portals for servicing, maintenance, analysis, optimisation and support for machines and on the use of collected data and the findings derived from this data for product optimisation and development.

The data needed to develop and provide HorschConnect shall be collected directly when using a machine by an integrated communication module, transmitted to HORSCH via mobile radio, and processed and stored there. The data shall be recorded locally in an anonymised form, meaning it shall have no references to individuals at all, then it shall be transmitted to HORSCH by mobile radio and processed and stored there. By concluding these terms and conditions of use and submitting the corresponding declaration of consent, the customer has the option to withdraw data anonymisation for the machine in future and have access to this data via the Telematics Portal.

The use and purpose of HorschConnect is to collect a range of data when using HORSCH machines equipped with the corresponding connectivity. The type and scope of the collected and stored data as well as other relevant information related to data protection can be found in the data privacy policy at <https://www.horsch.com/portal/terms-privacy>.

HORSCH also wants to enable customers to use the data collected with HorschConnect to analyse and optimise their own work processes. To do this, the customer must make the specific data processed by HORSCH available on the Telematics Portal.

Customers can access this with an internet connection. The data shall be made available by HORSCH in the Telematics Portal.



c. Support-Chatbot QandA

The QandA question and answer programme is a chatbot based on artificial intelligence and aims to answer the user's service-related questions. The programme is trained with freely available HORSCH documents such as operating manuals. Based on a question that can be asked via an interface with written natural language, a computer-generated answer is created.

Having understood the above, the Parties agree to the following:

2. Terms

In the following terms and conditions of use, these terms are defined as follows

Term	Description
Account	The customer's access authorisation to log into and use the HORSCH Portal in which a record of the customer's personal data is also stored.
Operator	Natural persons, e.g. employees of the customer, who use the machines equipped with SmartCan and whose personal data is processed by SmartCan.
API	A program element from which the HorschConnect software system makes other programs available by connecting to the system. The data exchange takes place between HorschConnect and third parties and expands the range of HorschConnect functions.
API partner	A natural or legal person that offers applications that are connected to SmartCan or the HORSCH Portal via an API as the Operator prefers.
HORSCH Portal	Central, limited-access IT system by means of which HORSCH offers its online services; offers access to the Telematics Portal in particular.
HorschConnect	A component of the HORSCH Portal. A product line of HORSCH that includes all products and services linked to the connectivity and digitisation of machines, especially the SmartCan functionality.
Customer	A natural or legal person that has purchased and uses a machine.
Machine	Agricultural equipment by the manufacturer HORSCH Maschinen GmbH that is equipped with a SmartCan.
Machine activation	The process of registering and activating a machine to be managed in the HORSCH Portal and to use telemetry services.
Mobile apps	Applications for operating machines or using online services that are installed on a mobile device (e.g. smartphone, tablet).
Online services	A generic term for all HORSCH services that are available online via the HORSCH Portal. This includes HORSCH Portal, the Telematics Portal and HorschConnect.
SmartCan	A mini computer that is optimally connected with the machine for its intended use, compiles its service and location data and transfers anonymised or personal data, depending on the settings, to HORSCH by mobile radio connection.
Telematics Portal	An online homepage to visualise and examine the telemetry data collected by HorschConnect that is available on the HORSCH Portal.
Telemetry data	Master, operating and process data of the machine which is collected by SmartCan, then transferred to HORSCH in an either anonymised or personal form, depending on the settings, via a mobile radio



	connection. This is later processed for analysis and evaluation to optimise the use of the machines.
UT Client	An application and display on the universal terminal in the tractor cab for operating and configuring the machine and SmartCan.
Sales partner	HORSCH's trading partner from whom the machine is purchased by the customer and/or who provides service and consulting to the customer.
Verified account	Having a verified account means that HORSCH has verified the authenticity of the customer who holds the account.

3. Applications and processes for customers

a. Scope of services

- (1) HORSCH provides the customer with access to the HORSCH Portal based on these terms and conditions of use. The customer has access to online services through this portal. The HORSCH Portal currently contains general information for customers on HORSCH and HORSCH products, information on machines and their management and the HorschConnect service which the customer can use to evaluate and analyse the telemetry data collected by SmartCan. The use of the HORSCH Portal and HorschConnect shall take place exclusively based on this contract.
- (2) The customer must register to create an account to use the HORSCH Portal and the HORSCH services therein, especially HorschConnect.
- (3) After registering to be able to use HorschConnect, the customer can use the account to activate the respective machines the data of which they want to process and evaluate on a one-off basis in the Telematics Portal (number 3 (b) para. 3).
- (4) The data collected by SmartCan shall then be processed and turned into a visual by HORSCH in the Telematics Portal before being made available for customer access. The customer thus has the opportunity to review the collected data as listed in number 3 (d) para. 1, evaluate it and process it according to their wishes. Depending on the type of machine and the usage scenario, the scope of collection and opportunities for evaluation and processing by the customer may differ. In this respect, the customer shall not be entitled to have the machine (SmartCan) continually collect all the previously mentioned data and then display this in the Telematics Portal.
- (5) Depending on the type of machine and usage scenario, advice and recommendations based on the collected data may also be displayed or provided in HorschConnect. The advice and recommendations are the first clues that will help to improve the efficiency of the customer's agricultural activities, for example. Similarly, this advice and these recommendations can also apply to damage or necessary repairs related to the machines used. Refer to number 6 para. 7.
- (6) The customer shall not be entitled to the services offered on the HORSCH Portal always being available and on a permanent basis. In connection with this, the customer has no entitlement to all content and applications available on the HORSCH Portal at the start of the usage relationship remaining available for the entire duration of the usage relationship. Therefore, HORSCH shall be entitled to amend, reduce, expand, substitute or adapt the content and applications on offer independently and in an appropriate manner and to remove individual pieces of content and applications entirely.
- (7) The further development of machines and information technology and internet-based services means that it is sometimes necessary for the services offered on the HORSCH Portal to be adapted to new technical opportunities and different user behaviour, then further developed. In this context, HORSCH reserves the right to further develop the services and applications offered on the HORSCH Portal from a technological perspective and, in connection with this, to expand and/or modify their scope of functions. A technically necessary change is always to be assessed as a change in a suitable manner, in line with the aforementioned para. 6.



b. Account registration and machine activation

(1) The customer can register on the HORSCH Portal at <https://portal.horsch.com> by entering their data and thus creating an account. Customer registration and the following machine activation is only possible if the customer uses the HORSCH Portal as a farmer exercising their occupational or commercial activities or as a sales partner. During the registration/activation process, the customer confirms that they will use HorschConnect exclusively in this capacity. The exact scope of the data that must be entered can be found in the registration form on the aforementioned website. However, the following data must be entered:

- Surname
- First name
- E-mail address

Optionally, the following additional data can be given:

- Company
- Address
- Phone number

(2) The account is first activated after verifying the e-mail address using the “double-opt-in process”. In this process, an e-mail with the verification code or verification link shall be sent to the given e-mail address immediately after registration. The account can be used for the digital services, i.e. HORSCH Portal and Telematics, insofar as this type of login is available. HORSCH reserves the right to lock and delete accounts that have false information at any time. This also applies to improper use and in the event of violations of these terms of use.

(3) The HORSCH Portal can then be used to activate a machine to use the Telematics Portal with HorschConnect. The machine’s serial number must be entered to do this.

After the serial number is verified by HORSCH, an activation code will be displayed in the HORSCH Portal. The activation code must be entered into the terminal of the machine to be activated (UT Client). Once this is confirmed, machine activation can take place immediately via the machine’s existing internet connection (SmartCan). Any activation errors will be shown on the terminal.

Machine activation has the following impacts in particular:

- SmartCan records the serial number and the GPS positions of the machine and sends this data to HORSCH.
- The account name and e-mail address of the account holder who activated the machine will be shown on the terminal (UT Client) (activation information).
- SmartCan periodically checks the activation status online in order to monitor the continued consent to process personal data.
- The data collected by SmartCan and sent to HORSCH shall be turned into a visual on the Telematics Portal.



- (4) During machine activation, the customer confirms that they have informed all machine operators, e.g. employees or representatives, prior to operation and have obtained consent from each. Refer to the format in number 3 (c).
- (5) The HorschConnect services, especially the collection and processing of personal data, can be deactivated either through the Telematics Portal or the UT Client on the terminal. In UT Client, deactivation can take place by resetting SmartCan to factory settings. As soon as both alternatives are carried out, the machine (SmartCan) will no longer collect personal data and removes the activation information.
- (6) HORSCH has the right, at any time, to not activate or to deactivate machines or remove them from the customer account if the owner is not clearly defined.
- (7) The customer undertakes to provide truthful information during registration. If the customer changes their data after registration, they undertake to inform HORSCH of this immediately and change it in their HORSCH Portal user account independently. The customer shall treat their HORSCH Portal login details as confidential and not forward these to third parties. The customer undertakes to inform HORSCH immediately as soon as they become aware of indications that a third party has accessed their user account without authorisation. This also applies if the customer remains unaware of this through gross negligence.
- (8) HorschConnect machine list

The HorschConnect machine list shows machines that are activated from their own account or from accounts belonging to the same customer.

c. Consent to the processing of personal data

- (1) As part of machine activation, the customer must consent to the collection and transfer of personal data (especially GPS data) for future processing by providing a corresponding data privacy consent form. When set to the factory settings, the machines collect data that is fully anonymised. Customer consent is voluntary, and they can opt out of it. However, if the customer refuses to provide this consent, it is not possible to activate the machines in the HORSCH Portal because HORSCH cannot create a reference to the customer, and the customer therefore cannot use HorschConnect and the connected Telematics Portal.
- (2) The customer can only provide consent for themselves as a data subject according to the principles of Art. 7 GDPR. The customer can use a separate checkbox to confirm that the corresponding legally valid consent has been obtained from all data subjects insofar as they entrust a third party with operating machines. In relation to this, the customer undertakes to obtain for HORSCH a declaration of consent, in compliance with Article 7 GDPR, from any third party that uses a machine owned by the customer that is equipped with HorschConnect (SmartCan) and is activated according to the stipulations of number 3 (c) para. (1) before the respective third party uses the machine for the first time ("third-party consent"). The customer must explain the purpose of data processing and their right to withdrawal according to Art. 7 GDPR to third parties before obtaining consent. The customer shall provide HORSCH with evidence of this consent on request. If the customer is unable to obtain consent according to Art. 7 GDPR due to opposing national and applicable provisions on protecting personal data, activation cannot take place.
- (3) The customer shall not entrust the operation of machines to any third parties from whom they have not obtained consent in line with the above requirements.



- (4) The customer can withdraw their consent at any time with future effect. If third-party consent is withdrawn, the customer must inform HORSCH of this immediately.
- (5) The customer shall hold HORSCH fully indemnified if damage of any kind is caused to HORSCH because the necessary third-party consent was not actually obtained by the customer or not in a valid form before the third party used a machine owned by the customer that is equipped with HorschConnect (SmartCan) and collects and transfers personal data or if the third party has withdrawn such consent and the customer has not informed HORSCH of this. This shall also include the costs of necessary legal defence.

d. Collected data

- (1) HorschConnect enables connection between customers, the machine, HORSCH and other online services (e.g. API partners). Respective machines equipped with HorschConnect (SmartCan) collect data from the following categories during machine operation, initially in anonymous form (see number 3 (c) para. 1 and 2) in which these may vary depending on the type of machine and usage scenario:

- GPS position
- Speed
- Seed rate
- Serial numbers
- Meter readings
- Error messages

In addition, if needed, information on the system status shall be collected. However, this is not shown to customers. This information shall be used by HORSCH internally for support, problem detection, problem solving and future product development.

- (2) The customer has the option to, at any time, deactivate or have deactivated the SmartCan or SIM card installed in their machine. Doing this will significantly restrict the range of functions in SmartCan and HorschConnect. In addition, it will no longer be possible to access any services that require a SIM card.

e. Machine list

Customers could view machine-related master and transaction data in the HORSCH Portal according to corresponding access authorisation by HORSCH. These include in particular:

- Serial numbers and description
- An assigned sales partner
- Machine configuration
- Date of initial use

Based on this data, further process-based information can be retrieved such as

- Information on warranty and model upgrades
- Customer service information

Machines are assigned via the respective sales partner. For this purpose, a customer master record is created for each company and the individual accounts are linked to it.

A verified account is needed to use the above information and services.

When purchasing a machine, information is sent to the sales partner so that the classification can be changed from the system side. HORSCH shall not assume any liability for incorrect/outdated master data.



f. Customer service information

The customer service information is divided into service information and technical information.

“Service information” describes modification obligations and necessary replacements for machines. These are, in general, free for final customers.

“Technical information” describes technical solution supports and optional modifications for machines. In general, final customers have to pay for these.

Both mandatory and optional modifications are carried out by specific HORSCH sales partner including ordering the necessary HORSCH replacement parts.

g. Support-Chatbot QandA

Via a web interface, users can ask questions in written natural language on a wide range of technical topics related to a HORSCH machine. Answers are calculated by artificial intelligence based on data published by HORSCH (e.g. operating manuals) and displayed as a summary with a link to the source document.

HORSCH takes great care to ensure that the system works correctly, but the use of artificial intelligence means that deviations from the source documents cannot be ruled out. The source documents must always be consulted.

h. Telematics-API

Via the Telematics API (<https://telematics.horsch.com/api>), essential telematics data can be retrieved in a machine-readable data format by third-party systems (e.g. farm management software). The available data includes speed, position and all-important meter readings and agronomic data.

To use the Telematics API, the user can create an API key in the Telematics portal. The API key is stored in the third-party system and enables read access to the telemetry data with the authorisations of the user who created the API key. Technical documentation can be found at <https://telematics.horsch.com/api>.

HORSCH's obligation is to enable the creation of the API key. The further possibility to use the API key depends on the respective target system in which the data is to be imported. HORSCH has no influence on the storage, processing and presentation of the data and accepts no liability for damage or loss resulting from the use of the data in the third-party system.



4. Applications and processes for sales partners in the HORSCH Portal

a. Scope of services

The HORSCH Portal is a platform for sharing information and carrying out transactions between HORSCH, sales partners and customers. For example, this is where machines can be registered, warranty claims can be submitted and information on model upgrades and general service topics can be retrieved.

b. Master data and administration

Master data

As part of the initial master data maintenance, HORSCH requests the sales partner's company data (e.g. company name, street, city, etc.) and the administrator's personal data (name, e-mail, telephone) so that the sales partner is created with an administrator for the HORSCH Portal.

Administrators and account administration

Each sales partner shall specify an administrator for the HORSCH Portal in the system. This person shall have the sales partner's most extensive permissions and shall be responsible for the user management of the employees as well as the sales partner's master data. This shall also include immediately blocking or deleting invalid accounts. HORSCH shall not assume any liability for damage that occurs because of handling by the sales partner's administrator. The sales partner must notify HORSCH immediately of any changes to the administrator. When accounts are deleted, they are anonymised.

My account

In the "My account" section, the users can change their personal data:

- First name
- Surname
- Telephone
- E-mail

The users also have the option to change their password.

Authorisations

The sales partner's administrator shall be responsible for maintaining user-related authorisations. They must ensure that users are granted only the necessary authorisations and that changes are made immediately. HORSCH shall assume no liability if the user is wrongly granted too extensive or incorrect authorisations, and this is due to the independent actions of the sales partner's administrator.

c. Machine list and machine details

All machines assigned to the sales partner can be seen in the machine list which also provides access to the machine-related master and movement data.

Machine list

Depending on the authorisation, information shall be on display in a table which shall include the following details:

- Machine ID
- Machine type

- Order number
- Order reference
- Purchaser
- Final customer
- Delivery deadline
- In stock
- Production location
- Recipient
- Responsible sales partner
- Catalogue price
- Registration date
- Date of initial use
- Year/month of construction
- Sold to final customer
- Status
- Action
- HorschConnect activation status

Depending on the machine status, the machine registration (d), machine re-registration (e), initial use of the machine (g) and adding or changing the final customer (g) can be carried out via the action. The machine can be registered (f) regardless of the machine status.

Machine details

Depending on the authorisation, the following information as well as other details can be visible in the machine details:

- Machine details
- Order data
- Warranty period
- Purchaser, recipient, final customer
- Machine history
- Model upgrades
- Machine configuration
- Technical documents
- Basic data for HorschConnect

The following actions are also possible from here:

- Product registration
- Registering initial use
- Registering machines
- Viewing machines

d. Machine registration

Once a machine arrives at the sales partner's premises, the machine must be "registered". This is to check and confirm whether the machine is complete and without any damage from transit. This must then be recorded in the HORSCH Portal.

Notable issues must be entered into the registration form under the machine status "Registered with fault". Faults must be reported in the HORSCH Portal using the warranty claim.

e. Re-registering machines

The "Re-register" function can be used to change the machine location and assign a new responsible sales partner.

f. Registering machines

With "Register machine", a machine can be registered to the sales partner who owns it, so the machine appears in the sales partner's account in the HORSCH Portal (e.g. demo machines). The machine shall then still be assigned to the previously responsible HORSCH sales partner. After registration, the following functions can be used:

- Filing warranty claims

For more functions (e.g. model upgrades), the machine must be fully assigned in the HORSCH Service.

g. Machine commissioning

On "Machine commissioning" or the initial use, the machine must be "commissioned" in the HORSCH Portal. The commissioning date is the basis for the legal warranty in accordance with the general terms and conditions. Only then can material defects be reported via the warranty claim.

During commissioning, the service technician employed shall be requested and the final customer can be assigned. It is also possible to request a new final customer here. The following data of the final customer shall be processed and stored:

- Title
- Name/company
- Postcode
- City/country
- Street/house number
- Telephone
- E-mail

h. Warranty

Claims for material defects can be reported via the "Warranty claim" function. For this purpose, machine-related data (e.g. scope of use), details of the damage (cause of damage, image of the damage, etc.), information on repairing the damage (e.g. parts used, repair description, etc.) and personal data from interlocutors are requested and stored. Machine-related data can also be stored as an attachment (e.g. PDF or image data).

The personal data collected for carrying out the action is used for the sole purpose of processing the warranty claim (e.g. for queries).

i. Model upgrades

"Model upgrades" are changes to machines ordered or recommended by HORSCH. Model upgrades are created by HORSCH for specific machines and processed by the sales partner.

Detailed information on model upgrades shall be provided in "Service information" ("Customer service information").

Personal information belonging to the interlocutors shall be stored for carrying out the action. The data shall be used solely to process the model upgrades (e.g. for queries).

j. Customer service information

The customer service information is divided into service information and technical information.

"Service information" describes modification obligations and necessary replacements for machines.

These are, in general, free for final customers.

"Technical information" describes technical solution supports and optional modifications for machines.

In general, final customers must pay for these.



Both mandatory and optional modifications are carried out by specific HORSCH sales partner including ordering the necessary HORSCH replacement parts.

k. Orders

Orders (e.g. requests for replacement parts, free deliveries) can be viewed under “Orders”. The HORSCH sales partner can see the orders from their allocated sales partner. In addition to information about the order (e.g. order number, order reference, status), the related documents (e.g. delivery note, invoice) can be seen.

l. HorschConnect

Once the customer has given their consent, the HORSCH sales partner can access the machine data recorded in HorschConnect. Information on the activation status can be seen in the machine list and the machine details.

The assigned sales partner shall have access to all activation periods. Further information about the service may be displayed to the sales partner.

m. Log information

To ensure the function of the HORSCH Portal, log information on the respective user is saved when changes are made. These includes:

- Username
- Time of the change
- Item being changed

n. Replacement parts

The HORSCH Portal provides sales partners with the option to redirect to the replacement parts catalogue with an order function.

o. HORSCH documents

Important and helpful information, videos and documents on service, sales and replacement parts etc. can be found under HORSCH documents (e.g. checklists, operating instructions). HORSCH shall assume no liability for the completeness of the information provided in the HORSCH Portal.

5. Service provision of digital services

- (1) The customer needs a suitable computer system with a browser and, depending on the application, a mobile device and an internet connection with sufficient bandwidth to access and use the digital services. Provision of resources for access is not a HORSCH service and must be arranged by the user themselves. Any possible costs related to this shall be the sole responsibility of the customer.
- (2) Providing the user with internet access is also not the purpose of this contract. The customer assumes sole responsibility for the reliability of their internet access, including means of communication, and their own device.
- (3) HORSCH shall be responsible only for providing a connection point to which the customer can create a data link. Establishing and maintaining a data connection as such shall not be HORSCH's responsibility.
- (4) The customer shall not be entitled to have the digital services, its subsidiary portals and SmartCan available always. They acknowledge that 24/7 availability is not feasible from a technical perspective. However, HORSCH endeavours to provide the services at an overall availability of 95% in general. The overall availability shall be calculated based on the apportioned time in the respective calendar month, including maintenance operations, in the contract period whereby HORSCH shall be entitled to carry out maintenance operations at any time. Excluded from this are downtimes caused by software updates and times during which the server cannot be reached by internet due to technical or other problems beyond HORSCH's purview (force majeure, third-party negligence, etc.).
- (5) The data visualised within the scope of the Digital Services shall be available in the respective service for at least the commissioned period.
- (6) HORSCH shall be entitled to entrust third parties with the provision of services that are to be provided pursuant to these HORSCH terms and conditions of use.
- (7) Independently of the partial service provision by third parties, HORSCH shall remain obligated to comply with contractual provisions towards the customer in general. However, this shall then also apply if HORSCH transfers the contractual relationship with all rights and obligations to another company. HORSCH shall be entitled to do this as long as the following conditions are met. At this point, the customer has already given their consent to this contract transfer. This consent can be withdrawn freely at any time.
 - a. HORSCH shall inform the customer in writing of a planned contract transfer within the notice period of three months and expressly advise them of the option to withdraw consent.
 - b. Furthermore, HORSCH shall ensure that the customer's future contractual partner is able to fulfil the obligations in this contract. If the customer does not consent to the contract transfer, they shall be entitled to an extraordinary termination of which HORSCH must be notified.

6. Customer obligations to cooperate

- (1) For the duration of this contract, the customer shall be obliged to comply with all the requirements provided in this contract. In particular, the customer shall fulfil the obligations outlined in this section.
- (2) The customer shall be formally obliged to advise all those who use a machine equipped with HorschConnect (SmartCan) that the data specified in number 3 (d) para. 1 is collected and sent to HORSCH or the customer themselves. If the customer has not stated at the activation stage that the machine will also be used by third parties, and these third parties are only added later, they must inform HORSCH of this immediately.
- (3) In particular, the customer must refrain from all measures and actions that could jeopardise the stability and safety of the machine and the digital services.
- (4) HORSCH can limit the customer's account and lock it on a temporary or permanent basis if there are specific indications that the customer has violated their obligations in this contract, statutory provisions or the rights of third parties, or if HORSCH has another legitimate interest in the sanction.
- (5) As soon as it is permanently locked, the customer shall have no entitlement to retrieve the account.
- (6) The customer shall be formally advised that access to the digital services shall not be possible during the journey or operation of the respective machine in order to avoid deviation from traffic events or operation.
- (7) The customer shall be obliged to review the correctness, completeness and purpose of the advice and recommendations shown by digital services. Under no circumstances may advice and recommendations be adopted without review. However, the notification of some error messages or damage in HorschConnect in no way replaces a professional check by a sales partner.
- (8) In the event of a change of ownership of a machine activated on their account, the customer is obliged to independently deactivate the machine in the Portal or remove the SmartCan and thus restore anonymisation (see number 3 (b) para. 5). Alternatively, the customer can also report the change in ownership to HORSCH. HORSCH shall then remove this machine from the customer's account.



7. Rights of use

- (1) By entering this contract, the customer shall receive the basic, non-transferable right which is limited to the duration of this contract to use services provided by HORSCH in the digital services as well as the associated mobile apps, according to § 2.
- (2) The customer may use the digital services, apps and data provided by HORSCH only for their own purposes as a farmer in the context of exercising their professional or commercial activity or as a sales partner. The right of use includes loading, storing and processing the data to the extent provided for in the contract. The use for other purposes shall be expressly prohibited. Without prior written agreement from HORSCH, the customer shall not be entitled to offer, further distribute or lease to third parties the data, tools or apps provided by HORSCH.
- (3) If the customer creates an API key using the Telematics API, HORSCH authorises the customer to use the associated data for further processing in the customer's target system.



8. Support

- (1) Customers shall also receive support from HORSCH in account registration and machine activation. Contact details can be found in the respective portals and applications.
- (2) The customer shall receive support from HORSCH in installing and, if necessary, operating and configuring of the Digital Services.
- (3) The support shall encompass only assistance and emergency maintenance which are needed for underlying problems with Services. There is no obligation to resolve other errors or provide assistance with problems that are not caused by the Digital Services.
- (4) Nevertheless, if a sales partner or HORSCH takes on individual support services although there is no obligation to do so according to the aforementioned para. 3, this shall occur solely out of goodwill. The customer shall have no legal entitlement to this. If applicable, HORSCH or the sales partner may be employed and support customers based on separately agreed remuneration. For this, an individual contract is needed between the customer and the sales partner or HORSCH.

9. Duration and termination

- (1) The contract shall be concluded for an indeterminate period of time.
- (2) HORSCH and the customer can terminate the contract in writing and at any time with a notice period of four weeks from the end of the month.
- (3) Termination without notice for cause remains unaffected insofar as continuation of the contract by the terminating party cannot be expected, considering all the circumstances of the individual case and considering the interests of both contractual parties.
- (4) For HORSCH, a cause that justifies extraordinary termination includes in particular if
 - a. the customer repeatedly and/or severely violates their contractual obligations,
 - b. in the event of change in ownership, the customer neither restores anonymisation nor informs HORSCH,
 - c. the customer entrusted a third party with the operation of their activated machines and received no consent from them or cannot provide evidence of consent to HORSCH on request.

10. Data protection

- (1) Insofar as this is required to carry out and continue the business relationship, HORSCH shall be entitled to store and process data received about customers as part of the business relationship, whether this comes from the customer themselves or third parties as defined by the applicable data protection law.
- (2) Furthermore, with regard to potential customer consent and other information on data collection, processing and use, we refer to the data privacy policy which can be found on the <https://www.horsch.com/portal/terms-privacy> website or in printable form under the “Terms & Privacy” button at the bottom of the Telematics Portal.
- (3) HORSCH and the customer agree that HORSCH and the customer shall each be controllers in processing personal data as defined by the European General Data Protection Regulation (GDPR). Insofar as the customer has their headquarters outside an EU Member State, the EU standard contractual clauses (hereinafter referred to as “SCC”) from Commission Implementing Decision 2021/914 of 4 June 2021 shall apply to the transfer of personal data from HORSCH to the customer. These SCC apply in Module 1 with the following provisions:
 - a) The applicability of Clause 7 shall be agreed.
 - b) The option in (a) shall be applicable in Clause 11.
 - c) Regarding Clause 17, the Parties shall agree that the law of the Federal Republic of Germany shall be applicable.
 - d) About Clause 18, the Parties shall agree that the jurisdiction is where HORSCH has its headquarters.
 - e) Annex I of the SCC shall be specified as follows: The Parties of the terms and conditions of use are Parties to the SCC. The description of data processing is contained in HORSCH's privacy policy. The responsible data protection supervisory authority is:

Bayerisches Landesamt für Datenschutzaufsicht (Bavarian State Office for the Supervision of Data Protection)
Promenade 18
91522 Ansbach
Germany
 - f) The customer has arranged technical and organisational measures to protect personal data. Regarding the personal data sent from HORSCH to the customer, the customer shall take the same technical and organisational measures as those used to protect their own personal data. In particular, the customer shall implement measures to pseudonymise and encrypt personal data, to continue ensuring confidentiality, integrity, availability and resilience of systems and services in connection with processing, to ensure efficiency and availability of personal data and quickly restore access to it in the event of a physical or technical accident as well as processes for regular review, assessment and evaluation of the effectiveness of technical and organisational measures to ensure the safety of processing. At HORSCH's request, the customer shall provide suitable evidence of compliance with and maintenance of appropriate technical and organisational measures.



- (4) If the sales partner collects personal data from final customers using the HORSCH Configurator, this data will be stored by HORSCH and processed by HORSCH in accordance with Art. 4 No. 2 of the General Data Protection Regulation. The sales partner is therefore obliged to comply with the information obligations arising from Art. 13 and 14 of the General Data Protection Regulation. In particular, the sales partner is obliged to inform the final customers that personal data is being processed by HORSCH. In doing so, the customer must draw the final customer's attention to HORSCH's privacy policy which is linked on HORSCH's website at <https://www.horsch.com/datenschutz> and <https://www.horsch.com/portal/privacy-statement>.
- (5) The interaction between users and the computer system, e.g. questions and answers in a chat, when using the support chat bot QandA, is stored and analysed by HORSCH for the further development of the systems. Permanent storage is only carried out in a completely anonymised form.



11. Force majeure

- (1) HORSCH shall be released from the performance obligation in this contract if and to the extent to which failure to fulfil services can be attributed to a force majeure event occurring after conclusion of the contract. A force majeure event includes, for example, war, strikes, unrest, pandemics, epidemics, expropriation, cardinal change, storms, floods and other natural disasters as well as other events for which HORSCH is not responsible (in particular water inrush, power failures and disruption to or destruction of data-carrying lines).
- (2) Each contractual party must inform the other immediately and in writing if a force majeure event occurs.

12. Liability

- (1) HORSCH shall assume liability for wilful and gross negligence. For slight negligence, HORSCH shall assume liability on the merits only in the event of a violation of a significant contractual obligation the fulfilment of which enables the proper carrying out of the contract and compliance with which the contractual partner is regularly entrusted as well as in the event of damage from injury to life, limb or health or because of given guarantees.
- (2) In the event of slight negligence, liability shall be restricted, in terms of sums, to the amount of the foreseeable damage with which its occurrence must usually be calculated.
- (3) HORSCH shall not assume liability for the customer's failed economic success using the digital services. The Parties understand economic success as the positive development of one or more operating figures that may have been forecast by the customer giving information about economic activity over a certain period. Typical operating figures here are profit, rationalisation effects and economies of scale. In addition, HORSCH shall not assume responsibility if the customer achieves a real increase in activity, effectiveness and efficiency through the data collected by SmartCan as this depends on many other factors that cannot be influenced by HORSCH.
- (4) The above provisions also apply in favour of HORSCH's vicarious agents.
- (5) Digital services may contain links to third-party websites or services. The customer is aware that HORSCH has no influence on the functionality of these websites and services. Similarly, they are aware that HORSCH has influence over data storage and compliance with data protection provision by third parties. HORSCH shall not be liable for damage that is caused by the use of third-party software or services.
- (6) Computer-generated tips, recommendations and answers, which are generated in particular through the use of the QandA support chat bot, are non-binding suggestions. The suggestions must be verified by consulting the source documents before implementation. Unverified implementation of the suggestions is always at the customer's own risk.

13. Final provisions

- (1) All modifications and supplements to this contract must be stipulated in writing for evidentiary purposes. This shall also apply to a modification to the written form clause itself.
- (2) HORSCH has the right to suggest a change to this contract to the customer at any time. The customer must be informed of such modifications by e-mail at least 30 days before the time it enters into force. It shall be assumed that the customer has given their consent if they do not indicate their refusal to HORSCH in advance. If the customer does not agree to the proposed changes, they have the option of termination without notice towards HORSCH. The customer shall advise of the notice period and the option of termination without notice in the e-mail with the proposed changed provisions, again separately to the right to objection.
- (3) If one or more individual provisions of this contract are or become invalid, this shall not affect the effectiveness of the other provisions. In the event of the invalidity of an individual provision, the contractual partners shall endeavour to conclude a new agreement that comes as close as possible to the economic purpose of the invalid provision taking into account interests on both sides. The same applies to loopholes in the contract that become known to the Parties in retrospect.
- (4) The law of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- (5) The exclusive jurisdiction for all legal disputes resulting from or in connection with this contract is HORSCH headquarters insofar as the customer is a sales partner, legal person in public law or a special fund under public law.

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