

Data Logger Agreement between AMAZONEN-WERKE H. DREYER SE & Co. KG and the End Customer

§ 1 Scope of Application

- 1.1** The end customer intends to purchase a machine from the production of AMAZONEN-WERKE H. DREYER SE & Co. KG, represented by the managing directors Ludger Braunsmann, Dr. Stephan Evers, Andreas Hemeyer and Dr. Rainer Resch, Am Amazonenwerk 9-13, 49205 Hasbergen (Germany) (hereinafter: AMAZONE) from a dealer. This machine is equipped with a data logger, which will transmit certain data to AMAZONE.
- 1.2** For clarification purposes, it is pointed out that the sales contract for the machine is concluded solely between the end customer and the dealer.
- 1.3** The following provisions also apply in the event that AMAZONE equips a machine already owned by the end customer with a data logger on a mutually agreed basis.

§ 2 Definition „Data Logger“

A data logger is a technical device that is installed ex works or as a retrofit in an AMAZONE-machine. During the operation of the machine, it records certain data and transmits them to AMAZONE. The data logger has a SIM card for this purpose and is able to transmit recorded data to AMAZONE via the mobile phone network. The transmission of data only takes place during the term according to § 5 of this agreement. At the end of the term, the SIM card is deactivated, and the data logger no longer transmits data to AMAZONE.

§ 3 Contractual Subject

The machine from AMAZONE's production to be bought by the end customer from a dealer is equipped with such a data logger. As described above (§ 2), the data logger transmits data to AMAZONE, which AMAZONE uses to analyse and, if necessary, optimise its products and service. The equipping or retrofitting of the machine with a data logger

is free of charge for the end customer (§ 4). The data logger is and remains the property of AMAZONE (§ 6).

For clarification purposes, AMAZONE points out to the end customer that the increased remote diagnosis and remote maintenance options available due to the data transmission to AMAZONE may increase the operational safety of the machine, but that the end customer has no corresponding claims against AMAZONE and that AMAZONE also assumes no guarantee that the machine will be ready for operation again at shorter notice after any fault diagnosis due to the installed data logger than is the case with all other machines. AMAZONE also does not assume any warranty obligation from the original purchase contract or a guarantee for the condition of the machine through this agreement or the use of the data logger. All warranty rights and claims continue to be between the dealer and the end customer.

§ 4 Free of Charge

This agreement does not result in any additional costs for the end customer.

§ 5 Term / Resale

- 5.1 This agreement has a term of 12 months during which the end customer waives its right to ordinary termination of this agreement. Its right to extraordinary termination of this agreement remains unaffected.
- 5.2 Thereafter, this agreement extends for an indefinite period and may be terminated by either party at any time with three months' notice to the end of the month.
- 5.3 The end customer undertakes to inform AMAZONE immediately if it intends to resell the machine, so that AMAZONE has sufficient time to remove the data logger remaining in its ownership and to take it back or, alternatively, to make an arrangement with the new owner of the machine regarding whether the data logger may remain in the machine.

§ 6 Data collection / Property

- 6.1** The data logger collects various data which A can access wirelessly. Further information can be found in § 7 of this agreement and in the "*Information on the Processing of Data Collected by Data Loggers*" attached as an Annex to this agreement, of which the end customer has taken note.
- 6.2** The data logger is the sole property of AMAZONE. AMAZONE reserves the right to remove or replace the data logger at any time or to leave it in the machine after expiry of the term under § 5 of this agreement. AMAZONE undertakes to deactivate the SIM card in this case (leaving it in the machine despite termination of this agreement) (see § 2) and to transfer ownership of the data logger to the end customer.

§ 7 Data Protection / Consent

Regarding AMAZONES's processing of the data collected by the data logger, A refers to the enclosed "Information on the Processing of Data collected by the Data Logger". The end customer expressly agrees to the processing of its data in accordance with the enclosed "Information on the Processing of Data collected by the Data Logger" and in this respect also consents to any collection and processing of personal data, which it may revoke at any time.

§ 8 Final Provisions

- 8.1** Place of jurisdiction is 49205 Hasbergen (Federal Republic of Germany). AMAZONE is entitled to also sue in the court having jurisdiction over the end customer or in any other court that may have jurisdiction under national or international law.
- 8.2** Place of performance, as well, is 49205 Hasbergen (Federal Republic of Germany).
- 8.3** The law of the Federal Republic of Germany is applicable under exclusion of the reference norms of the German International Private Law and the UN Convention on Contracts for the International Sale of Goods.

Annexes:

Information on the Processing of Data collected by the Data Logger

This document has been typed and is valid without the signature of AMAZONEN-WERKE H. DREYER SE & Co. KG.

For the end customer:

Place, Date

(...)

Information on the Processing of Data collected by the Data Logger

This special data protection information inform you about which personal and other data we collect from you in the context of the use of data loggers, and how we process and protect this data. Furthermore, we inform you about the rights you have as far as your personal data is concerned.

1. Who we are

AMAZONEN-WERKE H. DREYER SE & Co. KG (hereinafter: „AMAZONE“), represented by the managing directors Ludger Braunsmann, Dr. Stephan Evers, Andreas Hemeyer and Dr. Rainer Resch, Am Amazonenwerk 9-13 is a producer of agricultural and municipal machinery located in 49205 Hasbergen (Germany) and responsible person in the sense of data protection law. Our contact data is as follows:

AMAZONEN-WERKE H. DREYER SE & Co. KG

Am Amazonenwerk 9-13

D-49205 Hasbergen

E-Mail address: amazone@amazone.de

Contact Data Protection Officer: datenschutzbeauftragter@amazone.de

2. What this is about?

The AMAZONE-machine you have purchased is equipped with a data logger which processes various categories of data, which means that A collects, stores, transmits, deletes or otherwise uses this data. These data include personal data. Personal data means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, position data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. The data we process (master data, work data, machine data, position data) may in this respect constitute personal data either individually or collectively.

In connection with the use of the data loggers, we may process personal data that we receive in the course of business relations with dealers, customers and, if applicable, suppliers. We mainly process data relating to the machine or its use. The data that we process can be categorised in more detail as follows:

- **Master Data:** All basic information required to process the contract and usually stored in a customer account created by us. This includes, among other things, customer data (name/company, if applicable commercial register no., responsibilities); contact person at the customer with name, address and date of birth; access data of the customer; field data (name, location, boundaries, agronomic data); orders placed so far/contracts concluded with the dealer (including, if applicable, the name of the executing driver, insofar as the customer uses drivers and wishes to provide the name).
- **Basic Machine Data:** All information concerning the machine produced by us. This includes the machine number; serial number of the control units belonging to the machine; version and configuration of the operating software of the control units of the machine; date on which the software was installed on the control unit belonging to a machine; permanent data such as machine designation; chassis number; year of manufacture; configuration details and equipment features; routes, locations, usage times, utilisation, performance and maintenance data.
- **Machine Operation Data:** Visualised machine data (e.g. defect indications); internal machine data (e.g. values from various sensors); data from other machines (e.g. diesel consumption of the tractor, if it is available); assignments, i.e. concrete work assignments of the machine by customers; name of the driver carrying out the work, insofar as the customer uses drivers and would like to provide the name.
- **Work Data:** Data related to the use of the purchased machines, such as materials used (seed, fertiliser) including the quantities applied, placement depth, longitudinal distribution or similar and the setting parameters used during application including the application results and pictures taken of the operation.
- **Position Data** in particular information on the location of your AMAZONE-machine (if applicable with time stamp) as well as movement profiles.

3. How AMAZONE processes your data

The data logger records the above-mentioned machine operating data, work data and position data while you are using the AMAZONE-machine. Via the SIM card installed in it, the data logger transmits the data via the mobile phone network to AMAZONE. Using software developed in-house, we evaluate this data partly automatically, partly manually, in order to further optimise products and service in the future. AMAZONE processes your data for this purpose.

4. Who receives your data

AMAZONE will only pass on your data if this is permitted by legal provisions or if you have given your consent. Under these conditions, AMAZONE may also pass on the data to third parties insofar as this serves the purpose of the data processing, i.e. is necessary for the optimisation of AMAZONE's products. This applies in particular to suppliers and subcontractors of AMAZONE. In this case, the disclosure is made on the basis of Art. 6 para. 1 sentence 1 lit. b GDPR.

Service providers used by us may also receive data from us if they meet our special confidentiality requirements and the prerequisite of processing (Art. 28 GDPR) is met. These can be, in particular, IT service providers or service providers for data analysis.

5. When AMAZONE deletes your data

AMAZONE will process and store your personal data for as long as a business relationship with you exists. Should AMAZONE no longer need your personal data for the original purpose, AMAZONE deletes it. Something else only applies if - for a limited period - further processing for other purposes is necessary. Such purposes can be:

- Fulfilment of storage and documentation obligations resulting from the German Commercial Code (HGB), the German Fiscal Code (AO) or the German Money Laundering Act (GwG), among others. The periods specified there for storage and documentation are two to ten years.
- Preservation of evidence within the framework of the statute of limitations. According to §§ 195 ff. of the German Civil Code (BGB), these can generally be three years, but in certain cases up to thirty years.

6. Data transfer to third-party countries and international organisations

A data transfer to international organisations or to third-party countries (countries outside the European Economic Area - EEA) does not take place in general. In individual cases, however, data transfers in accordance with section 4 to suppliers in third-party countries may be necessary in the context of support services for customers, provided there is an adequacy decision on these third-party countries or we have provided suitable guarantees in the form of standard data protection clauses (Art. 46 para. 2 lit. c GDPR), a copy of which we will be happy to provide to you on request to the Data Protection Officer (see section 1).

7. Obligation to provide certain data

You may be obliged to provide AMAZONE with certain personal data. In the context of the business relationship, AMAZONE requires the following personal data from you:

- Data required for the establishment, implementation and termination of the business relationship and services associated with data loggers;
- Data that we may be legally obliged to collect.

8. Your rights regarding your personal data

You have the following rights against AMAZONE regarding the personal data concerning you:

- right to being informed,
- right to correction or deletion,
- right to restriction of processing,
- right to data portability,
- right to revoke the consent given.

In case of processing of personal data for the purpose of legitimate interests (Art. 6 para. 1 sentence 1 lit. f GDPR), you may object to the processing of your personal data at any time with effect for the future. In the event of an objection, we must refrain from any further processing of your data for the aforementioned purposes, unless,

- there are compelling legitimate grounds for the processing which are superior to your interests, rights and freedoms, or

- the processing is necessary for the assertion, exercise or defence of legal claims.

You also have the right to file a complaint in connection with the processing of your personal data with the following supervisory authority responsible for us in relation to the protection of personal data:

State Commissioner for Data Protection of Lower Saxony

Barbara Thiel

Prinzenstraße 5

30159 Hannover (Germany)

Telephone: +49 (0511) 120 45 00

Telefax: +49 (0511) 120 45 99

E-Mail address: poststelle@lfd.niedersachsen.de

Homepage: <https://lfd.niedersachsen.de/startseite/>

9. No automatic decision-making in individual cases

AMAZONE does not use fully automatic decision-making according to Art. 22 GDPR.