

KUBOTA SUBSCRIPTION SERVICES TERMS & CONDITIONS

Last Updated: April 28, 2026

These Kubota Subscription Services Terms & Conditions govern your subscription-based access to certain features, data, and technology services (“**Plan(s)**”) which may be accessed, purchased, or upgraded through our platforms, including My Kubota, Kubota WorkSmart Telematics (formerly Kubota**NOW**), Kubota WorkSmart Autosteer, or other designated websites (the “**Website**”).

By accessing, registering for, or purchasing a Plan, you acknowledge and agree to be bound by these terms, conditions, limitations, and requirements together with any product-specific terms included in these terms (together the “**Subscription Terms**”), which form a legally binding agreement between Kubota Tractor Corporation (“**Company**” or “**us**” or “**we**”), and you (“**you**”). Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the applicable product-specific terms or Privacy Terms, as applicable.

For Quebec Subscribers: You confirm that by registering or selecting the subscribe option in either French or English, you are confirming that you were provided with these Subscription Terms in both French and English prior to subscribing and that you are electing to be bound by the language you selected for these Subscription Terms and all ancillary documents related to these Subscription Terms.

THE PRODUCT-SPECIFIC TERMS THAT FORM PART OF OUR AGREEMENT MAY CONTAIN A MEDIATION OR ARBITRATION AGREEMENT, A WAIVER OF CLASS ACTION OR JURY RIGHTS, AND OTHER LIMITATIONS, ALL OF WHICH, SUBJECT TO THE LOCAL LAWS OF YOUR JURISDICTION, APPLY TO YOUR PLAN. DO NOT SUBSCRIBE TO ANY PLAN FROM US IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS OF OUR AGREEMENT.

CERTAIN PLANS MAY INVOLVE DEVICES OR PLATFORMS THAT COLLECT, GENERATE AND TRANSMIT DATA, WHICH WE USE AND SHARE AS DESCRIBED IN THE APPLICABLE PRODUCT SPECIFIC TERMS AND THE KUBOTA PRIVACY POLICY AND ANY APPLICABLE SERVICE-SPECIFIC PRIVACY TERMS (“**PRIVACY TERMS**”). IN ADDITION TO THIS AGREEMENT, PLEASE REVIEW THE PRIVACY TERMS COMPLETELY.

IF YOU (1) CONSENT OR AGREE TO A CONTRACT REFERENCING THESE SUBSCRIPTION TERMS (EITHER ELECTRONICALLY OR AT A DEALERSHIP); (2) ACTIVATE, RECEIVE, OR ACCESS A PLAN WHETHER THROUGH YOUR EQUIPMENT OR THROUGH THE MOBILE APPLICATION; OR (3) PURCHASE OR LEASE EQUIPMENT WITH A PLAN ENABLED AS PART OF YOUR PURCHASE OR LEASE, YOU ACCEPT AND AGREE TO BE BOUND BY THESE SUBSCRIPTION TERMS.

IF YOU CHOOSE TO PURCHASE A SUBSCRIPTION TO A TELEMATICS PLAN, SUCH PLAN IS AN AUTOMATICALLY RENEWING SUBSCRIPTION. AS DESCRIBED FURTHER IN SECTION 3 BELOW, IF YOU DO NOT CANCEL YOUR PLAN PRIOR TO THE RENEWAL DATE, THESE SUBSCRIPTION TERMS WILL GOVERN YOUR AUTOMATICALLY RENEWING SUBSCRIPTION. INFORMATION REGARDING HOW TO CANCEL CAN BE FOUND IN SECTION 3.2.1 BELOW.

1. PLANS

- 1.1.** Your use of the Plans must comply with all applicable federal, state, provincial/territorial and local law, rules and regulations. You are prohibited from transmitting, providing or introducing any content into the Plans, or through the Plans into other systems related to the Plans, that: (1) infringes any third party intellectual property, publicity or privacy rights; (2) violates any applicable law, rule, or regulation; (3) is defamatory, obscene, profane, false, threatening, pornographic, inappropriate, fraudulent, deceptive, or unprofessional; (4) creates a nuisance for our service providers, business, or other customers of the Plans; (5) contains any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, secretly intercept, or expropriate any system, or any data or personal information from or through any software or hardware associated with the Plans or any Registered Equipment; (6) attempts to gain unauthorized access to any of our other users' accounts; (7) attempts to gain unauthorized access to our computer networks; (8) violates these Subscription Terms; or (9) is otherwise tortious or criminal. We do not generally make editorial determinations about your transmissions or any content you may provide through the Plans. However, we reserve the right to take any actions we deem necessary or appropriate to minimize any liability to us arising from your transmissions, any content you provide, your use of any Plans, or to otherwise preserve our relationships with our service providers (including internet access providers). We will cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any such information or content or as otherwise stated in any additional applicable terms. Additionally, subject to any other additional terms governing the Plans, we reserve the right to change, modify, remove, or restrict access to or use of any features, capabilities, or components of any of the Plans or to completely remove any of the Plans in our sole discretion, at any time, and without notice or obligation to you. All information, specifications, photographs, and illustrations that are provided within any of the Plans are those available at the time of release, and we reserve the right to change materials, specifications, or design, at any time, and without notice or obligation to you.
- 1.2.** The machines or equipment owned, leased, or otherwise controlled by you (such registered machines or equipment, "Registered Equipment") must be enrolled in accordance with the policies and procedures made available by Company. Company may reject, terminate, or suspend the enrollment of any Registered Equipment if Company has reason to believe, in its sole discretion, that you do not have adequate rights to enroll the Registered Equipment in the Plan or the Plan does not support such Registered Equipment. The Plan may include functionality that allows you or your authorized users to control Registered Equipment, including the remote activation of certain machine aspects. Company, its Affiliates, and their respective licensors, service providers, and distributors are not responsible for any access to or use of such functionality, including by authorized users or third parties, and any such use is solely at your own risk. The Plan is not an insurance product, does not prevent performance or maintenance issues, and does not replace regular maintenance; accordingly, you remain exclusively responsible for the operation, maintenance, and insurance of all Registered Equipment.
- 1.3.** You shall notify your local dealership immediately upon any sale or transfer of a Registered Equipment. If Company is not notified of such sale or transfer, Company will

not be liable for sharing Plan information with any other party, and you will indemnify and hold Company harmless against any claims by a purchaser or transferee regarding the use or sharing of such information.

- 1.4. Unless otherwise set forth in the product-specific terms or agreed to in writing by Company, any access to a Plan or specific term of service associated with a Registered Equipment is non-transferable and shall not extend to subsequent owners or lessees.

2. **FEES, PAYMENT, BILLING AND TAXES**

- 2.1. **Fees and Billing.** The current fees and payment schedule for your Plan are set forth in the Plan description within the applicable Kubota platform. By providing your payment information, you represent that you are an authorized user of the Kubota account. Plan and prices may change over time. You will not be charged any fees unless and until you affirmatively choose to proceed with a purchase of a Plan for which fees apply. We will provide you with written notice at least 30 days before changes to prices or material changes to a Plan come into effect. If the change increases your obligations or reduces ours, you will have the right to refuse the change and cancel or, if applicable, terminate the contract without penalty by sending written notice within 30 days of the effective date.
- 2.2. **Your Payment Obligations.** Depending on the Plan you choose, you will have different payment responsibilities, but you must always pay on time and (unless the law provides otherwise) in full. Payment is due in advance. If your credit, bank, or debit card provider refuses a charge or an automated withdrawal, we can also terminate or suspend your Plan. **If you object to any fees or charges for services billed by or through us, you must tell us in writing within 60 days (or as otherwise set forth in the product-specific terms) after the fee or charge is incurred, (unless the law does not allow a limit or the law requires a longer period, in which case, you will benefit from such limit or longer period), or you will automatically waive the dispute. Failure to comply with the payment obligations in these Subscription Terms may result in suspension or termination of your Plan and inability to access the Plan.**
- 2.3. **Taxes and Other Fees.** You agree to pay all taxes, fees, and government-imposed surcharges that we charge to you. We may not provide advance notice of changes to these charges. We may also impose additional fees to recover costs incurred by us or our service providers in complying with government regulations. Where permitted by law, we may determine these charges, and, if they are not mandated by law, we may retain them in whole or in part. All such charges are subject to change.
- 2.4. **Tiered Plan.** We provide Plans through a tiered structure consisting of basic and premium offerings. The specific features, duration of access, and pricing for each are detailed in the product-specific terms and Plan descriptions. Access to Plans may require a valid payment method and acceptance of any additional terms presented at the time of purchase. Unless expressly stated in writing, Plans do not include benefits beyond those described in the applicable product-specific terms and Plan description.
 - 2.4.1. **Basic Plan(s).** The Basic Plan provides limited access to certain features and functionality of the applicable Plan. Examples of Basic Plans include: Kubota WorkSmart Telematics Basic Subscription. Some Basic Plans may be provided at no additional cost.

- 2.4.2. **Premium Plan(s).** Premium Plan(s) provide enhanced or premium features. Examples of Premium Plans include: Kubota WorkSmart Telematics Premium Subscription, Kubota WorkSmart Autosteer Improved GNSS Service.
- 2.4.3. **Introductory (or Initial) Periods.** Certain Plans may include a specified period of service at no additional cost or a promotional rate, as further set forth in the product specific terms. Enrollment in these periods does not require a valid credit or debit card unless otherwise specified. Upon the expiration of such period, unless the user subsequently purchases a Plan, access to the Premium Plan will terminate entirely or, in our discretion, convert to a no-cost Basic Plan, if such a version is available for that specific product. Any included period of service is non-transferable and does not extend to subsequent owners or lessees of associated equipment.

3. DURATION AND CANCELLATION

3.1. Fixed Term Plan. Plans set forth in Section 3.1.1 below are provided for a set period of time as defined in the applicable product-specific terms and product description ("Initial Term"). Your access to the Plan begins upon the date of activation or as otherwise set forth in the product-specific terms and product and will continue only for the duration of the Initial Term. This Initial Term is a finite grant of access and does not imply or guarantee a perpetual right to the Plan. Subject to the product-specific terms, to maintain access to the Plan beyond the Initial Term, you must either renew or repurchase such Plan.

3.1.1. Fixed Term Plans include: Kubota WorkSmart Autosteer Improved GNSS Service.

3.2. Automatically Renewing Plan. Plans set forth in Section 3.2.1 below are provided as an automatically renewing subscription ("**Autorenewal Plans**"). Your access to the Autorenewal Plans will begin based on your selections during enrollment and will continue for the duration specified in your Autorenewal Plans (the "**Initial Subscription Period**"). Unless canceled as described under Section 3.2.1 or Section 3.3, your Autorenewal Plans will automatically renew for additional, consecutive periods of the same length as your Initial Subscription Period (each, a "**Renewal Subscription Period**"). The Initial Subscription Period and all Renewal Subscription Periods together are referred to as the "**Subscription Period.**" Each Renewal Subscription Period will begin immediately after the prior Subscription Period ends. Renewal will occur at the then-current fee plus any applicable taxes, based on the billing cycle for your Autorenewal Plans. Your payment account will be charged automatically at the beginning of each Subscription Period. To avoid being charged for a Renewal Subscription Period, you must cancel your Autorenewal Plans before the current Subscription Period ends. **You authorize Company or its third-party payment processing provider(s) to store your payment method(s) and to automatically charge your payment method(s) based on the pricing (including applicable taxes and shipping), quantity, and delivery frequency you select unless or until you cancel or make changes to your subscription. YOU ACKNOWLEDGE AND AGREE THAT COMPANY WILL NOT REQUEST OR OBTAIN ANY ADDITIONAL AUTHORIZATION FROM YOU FOR SUCH AUTOMATIC, RECURRING PAYMENTS.**

3.2.1. Autorenewal Plans include: Kubota WorkSmart Telematics, after Initial period.

3.2.2. Your Cancellation Rights. You can cancel your paid subscription to Autorenewal Plans at any time by navigating to the Manage Subscriptions page within the applicable Kubota portal (for example, the My Kubota portal, located at mykubota.com for United States and myKubota.app for Canada) and selecting “Cancel Subscription” for the applicable Autorenewal Plans. Cancellation will take effect at the end of the current Initial Subscription Period or Renewal Subscription Period (i.e., at the conclusion of your current monthly or annual billing cycle) and your access to Autorenewal Plans will terminate entirely or, in our discretion, convert to a no-cost Basic Plan, if such a version is available for that specific product. No pro-rated refunds will be provided for cancellations made mid-cycle. Notwithstanding any other provision in these Subscription Terms, if you are a consumer that is a resident of Canada, you shall be entitled to a pro-rata refund of the unused portion of your annual subscription fee where required by applicable provincial or territorial consumer protection laws. Once a subscription is canceled and the period expires, reactivation may be subject to a reactivation fee. To discontinue services under a no-cost Basic Plan, you must terminate the associated product-specific terms in accordance with their respective cancellation provisions.

3.3. Our Cancellation and Suspension Rights. We may cancel your Plan and disable your access to the Plan at any time and for any reason, with 30 days’ notice before cancellation. Once canceled, your account will be deactivated and your access to the applicable Plan will end. If we cancel your Plan, we will refund any amounts you have paid in advance for the Plan (other than any payment that was included in the purchase or lease price of the Equipment), but not for the technology or Equipment related to the Plan. We may also cancel your Plan without notice if we find out that the Equipment owner/lessee/subscriber no longer has possession of the Equipment. Additionally, we may cancel your Plan without notice if there is “good cause,” such as if you breach this Agreement, fail to make required payments, interfere with our services or business, or use the Plan for illegal activities. Unless expressly permitted by us, sharing your Plan login with a third-party may also be considered a breach. If you provide your login information to a third-party, you acknowledge that it may interfere with our ability to provide services and could negatively affect your Equipment’s performance or safety. If we cancel your Plan due to a breach, we may not reactivate it, even if you resolve the issue. Whether or not to allow reactivation is solely in our discretion. Unless prohibited by applicable law, if we cancel your Plan for good cause, we will not refund any unused prepaid fees. For Quebec specific subscribers, the Parties expressly disclaim the provisions of article 2129 of the Civil Code of Quebec. We can also suspend or cancel your Plan for maintenance, network congestion, or if we suspect misuse.

3.4. Failed Payment. If your payment method fails, we will notify you of this and retry the charge. If the charge continues to fail, your Plan order will be cancelled and your access to the Plan will terminate entirely or, in our discretion, convert to a no-cost Basic Plan, if such a version is available for that specific product. You will be able to update your payment information when reactivating your Plan. You can update or edit your payment information anytime via the “Manage Subscription” page in your applicable Kubota online account, for example your My Kubota or Kubota WorkSmart Autosteer account.

3.5. Transferring, Reactivating or Changing Your Services. Unless we agree otherwise, you cannot transfer your Plan to another Equipment or another person. You may activate,

cancel, change, or reactivate your Plan as provided elsewhere in this Agreement, however, we will only accept such requests from you, or an additional authorized user of legal age listed on your account (or from someone we believe is your authorized agent). If we do any of these things, you agree to pay any charges associated with these requests. You agree to notify us promptly if any of those events occur and to delete all stored personal information from the Equipment.

4. PRODUCT-SPECIFIC TERMS

4.1. Kubota WorkSmart Telematics Plans. Plans associated with Kubota WorkSmart Telematics (including, but not limited to, remote monitoring, diagnostic data, and geofencing services) are subject to additional terms and conditions. By activating or using these services and Plan, you agree to be bound by the Kubota WorkSmart Telematics Terms of Use, which can be reviewed in full at: (US) <https://www.kubotausa.com/terms-of-use/telematics-terms-of-use> and (CA-EN) <https://www.kubota.ca/terms-conditions> and (CA-FR) <https://www.kubota.ca/fr/terms-conditions> or such successor link.

5. CHANGES TO THIS AGREEMENT

We can change this Agreement at any time, and changes will be effective 30 days thereafter (or such longer period as required by law). This includes changing any or all of this Agreement, even the prices and services provided. If any such change materially affects your rights under this Agreement, negatively impacts the Plan in a material way, or results in higher fees being charged to you by Company, we will provide you with notice of such change in accordance with applicable law. You can obtain a copy of the current Subscription Terms and your Plan online in your applicable Kubota portal.

6. DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS OR FAILURES IN THE TRANSMISSION OF DATA, ANY COMPUTER VIRUS, ACTS OR OMISSIONS OF THIRD PARTIES THAT DAMAGE THE NETWORK OR IMPAIR WIRELESS SERVICES, DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN ANY OF THE PLANS.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE, MISUSE, RELIANCE OF OR INABILITY TO USE ANY OF THE PLANS OR ANY MATERIALS, INFORMATION,

PRODUCTS, SOFTWARE, PROGRAMS, AND OFFERINGS ON OR AVAILABLE THROUGH THE PLANS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES, SO THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE LESSER OF THE FEES PAID IN THE PRIOR ONE MONTH (1) MONTHS FOR THE PLAN THAT GAVE RISE TO LIABILITY OR ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS REGARDING LIMITS ON LIABILITY AND VOLUNTARY SUBMISSIONS SHALL SURVIVE THE TERMINATION OF THESE TERMS, AND SHALL REMAIN IN EFFECT INDEFINITELY.

Disclaimer of Warranties. COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS, DEALERS, AFFILIATES, PARTNERS, PLAN PROVIDERS, AND AGENTS (EACH A “**COMPANY PARTY**” AND COLLECTIVELY THE “**COMPANY PARTIES**”) DISCLAIM ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM YOUR USE OF THE PLANS. USE OF ANY OF THE PLANS IS AT YOUR SOLE RISK AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLANS AND ALL RELATED MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, AND PLANS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WE HEREBY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PLANS, AND ALL RELATED MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, AND PLANS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PROVIDER PARTY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY. WITHOUT LIMITATION, WE MAKE NO WARRANTY OR GUARANTEE THAT THE USE OF ANY OF THE SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

NOTWITHSTANDING YOUR USE OF THE PLANS, AND REGARDLESS OF ANY INFORMATION PROVIDED THROUGH IT (WHETHER ACCURATE OR INACCURATE) REGARDING THE OPERATION, MAINTENANCE OR PERFORMANCE STATUS OF YOUR TECHNOLOGY AND EQUIPMENT, YOU REMAIN SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISK RELATED TO, THE PROPER OPERATION, SUPPORT AND MAINTENANCE OF SAID TECHNOLOGY AND EQUIPMENT. YOU AGREE THAT YOU ARE SOLELY LIABLE AND WILL NOT SEEK RESTITUTION FROM ANY COMPANY PARTY FOR ANY DAMAGE OR LOSS RELATED TO OR ARISING OUT OF ANY ACTION TAKEN BY YOU, YOUR AUTHORIZED USERS, OR AFFILIATES OF YOU OR YOUR

AUTHORIZED USERS BASED ON DATA OBTAINED FROM A DEVICE/EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, UTILIZING OR ACTIVATING ANY FEATURE ON YOUR ASSET, DEVICE OR EQUIPMENT THAT MAY IMPACT THE OPERABILITY, PERFORMANCE, AND FUNCTIONING OF YOUR EQUIPMENT.

YOU ARE RESPONSIBLE FOR ANY RISK OF LOSS FOR ANY ITEMS REQUIRED TO COMMUNICATE WITH OR THROUGH THE PLAN, INCLUDING, WITHOUT LIMITATION, DUE TO EQUIPMENT FAILURE, THEFT, FIRE, COLLISION, TAMPERING, AND VANDALISM.

Indemnity and Hold Harmless. In consideration of our provision of the Plans to you and the rights granted to you in these Subscription Terms, to the maximum extent allowable by law and unless prohibited by law, you agree to indemnify Company, its parent, subsidiaries, affiliates, licensors, service providers, and contractors as well as their respective employees, officers, directors, and agents (collectively, “**Indemnified Parties**”; individually, each an “**Indemnified Party**”) and hold Indemnified Parties harmless from and against any and all losses, damages, injuries (including death), causes of action, claims, penalties, interest, additional taxes, demands, and expenses, including reasonable legal fees and expenses, of any kind or nature arising out of, in connection with, on account of, or resulting from, any third party claim or demand made to or against any Indemnified Party or Indemnified Parties): (1) arising out of your access to or use of the Plans including any of their features or other services; (2) arising out of your failure to comply with these Subscription Terms; (3) arising out of any activities of anyone other than you in connection with the Plans conducted through your account or Registered Equipment; (4) arising out of access to or use of, or inability to access or use, any of the Plans; or (5) arising out of your negligence, fraud, or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and, in such case, you agree to and shall cooperate with our defense of such claim.

7. MISCELLANEOUS

By accessing the Plans you agree that the statutes and laws of the State of Texas, notwithstanding any principles of conflicts of law, will apply to all matters relating to use of the Plans. Any claim relating to the Plans shall be litigated in the state and federal courts having jurisdiction in Tarrant County, Texas, and you hereby consent to the jurisdiction and venue of those courts. Any claim or cause of action arising out of or related to use of the Plans or these Subscription Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any provision of these Subscription Terms shall be found to be unlawful, void, or for any reason unenforceable, that provision shall be deemed severable from these Subscription Terms and shall not affect the validity and enforceability of any remaining provisions.

8. CONTACT US

If you have any questions, please contact us at:

United States:

<https://www.kubotausa.com/contact>; or by using the information below:

1-888-458-2682

Kubota Tractor Corporation

1000 Kubota Drive
Grapevine, TX 76051

Canada:

<https://www.kubota.ca/contact-us>; or by using the mailing information below:

Kubota Canada Ltd.

1-800-405-6916

1155 Kubota Dr.,

Pickering, ON L1X 0H4, Canada