

## KUBOTA SUBSCRIPTION SERVICES TERMS & CONDITIONS

Last Updated: January 31, 2026

These Kubota Subscription Services Terms & Conditions (“**Subscription Terms**”) supplement and are incorporated by reference into the underlying service agreement governing the specific service or product you subscribe to (the “**Service Agreement**”). These Subscription Terms, together with the applicable Service Agreement, form a legally binding agreement (the “**Agreement**”) between Kubota Tractor Corporation (“**Company**” or “**us**” or “**we**”), and you (“**you**”) regarding your subscription-based access to certain features, data, and technology services (“**Service Plan**”) which may be accessed, purchased, or upgraded through our platforms, including Kubota*NOW*, Kubota WorkSmart Telematics, Kubota WorkSmart Autosteer, or other designated websites (the “**Website**”). In the event of any direct conflict between these Subscription Terms and the applicable Service Agreement, these Subscription Terms will control solely with respect to the subscription-related terms. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the applicable Service Agreement or Privacy Terms, as applicable.

By selecting the subscribe option and placing a paid order on a subscription basis, you acknowledge and accept these terms, conditions, limitations, and requirements.

For Quebec Subscribers: You confirm that by 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 APPLICABLE SERVICE AGREEMENT THAT FORMS 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 SERVICE PLAN. DO NOT SUBSCRIBE TO ANY SERVICE PLAN FROM US IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS OF OUR AGREEMENT.

CERTAIN SERVICE PLANS MAY INVOLVE DEVICES OR PLATFORMS THAT COLLECT, GENERATE AND TRANSMIT DATA, WHICH WE USE AND SHARE AS DESCRIBED IN THE APPLICABLE SERVICE AGREEMENT AND THE KUBOTA PRIVACY STATEMENT AND ANY 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 SERVICE PLAN WHETHER THROUGH YOUR EQUIPMENT OR THROUGH THE MOBILE APPLICATION; OR (3) PURCHASE OR LEASE EQUIPMENT WITH A COMPLIMENTARY TRIAL, BASE-LEVEL SERVICE PLAN, OR PAID SERVICE PLAN ENABLED AS PART OF YOUR PURCHASE OR LEASE, YOU ACCEPT AND AGREE TO BE BOUND BY THESE SUBSCRIPTION TERMS.

YOU MAY RECEIVE A COMPLIMENTARY TRIAL (AS DEFINED BELOW). IF YOU CHOOSE TO PURCHASE A SUBSEQUENT PAID SERVICE PLAN, SUCH SUBSCRIPTION IS AN AUTOMATICALLY RENEWING SUBSCRIPTION. ANY COMPLIMENTARY TRIAL WILL END AFTER THE SPECIFIED COMPLIMENTARY TRIAL END DATE. AS DESCRIBED FURTHER IN SECTION 2 BELOW, IF YOU DO NOT CANCEL YOUR PAID SERVICE PLAN PRIOR TO THE RENEWAL DATE, THESE SUBSCRIPTION TERMS WILL GOVERN YOUR AUTOMATICALLY RENEWING SUBSCRIPTION.

### **1. FEES, PAYMENT, BILLING AND TAXES**

- 1.1. Fees and Billing.** The current fees and payment schedule for your Service Plan are set forth in the Service Plan description within the applicable Kubota platform. By providing your payment information, you represent that you are an authorized user of the Kubota account. Service 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 Service Plan for which fees apply. We will provide you with written notice at least 30 days before the change comes into effect. This notice will clearly set out the new or modified clause, the previous version of the clause, the effective date, and your rights. 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.

- 1.2. Your Payment Obligations.** Depending on the Service 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 Service 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 after the fee or charge is incurred, (unless the law does not allow a limit or the law requires a 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 Service Plan and inability to access the Service Plan.**

**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.**

- 1.3. 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.
- 1.4. Service Plan Levels.** The Company offers two primary categories of Service Plans: (a) a complimentary base-level subscription (“**Base-Level Service Plan**”) and (b) one or more paid subscription tiers (“**Paid Service Plan(s)**”).
- 1.4.1. Base-Level Service Plan(s).** The Base-Level Service Plan provides limited access to certain features and functionality of the applicable Company Service Plan. The Base-Level Service Plan is provided at no additional cost following the expiration of any Complimentary Trial or as otherwise made available by the Company.
- 1.4.2. Paid Service Plan(s).** Paid Service Plan(s) offer enhanced or premium features. Enrollment in a Paid Service Plan requires a valid payment method and acceptance of any additional terms presented at the time of purchase. Unless otherwise stated in writing by the Company, Paid Service Plans do not automatically include any rights or benefits beyond those expressly described in the applicable Service Agreement and service plan description.
- 1.4.3. Complimentary Trial.** Certain Equipment may include a complimentary Service Plan at the time of purchase or lease (“**Complimentary Trial**”). In such cases, enrollment in the Service Plan and activation of the services do not require a valid credit or debit card. Complimentary Trials are governed by the applicable Service Agreement and are subject to the availability of wireless carrier telecommunications technologies. The Complimentary Trial is non-transferable and does not extend to subsequent owners or lessees unless expressly agreed to in writing by the Company. Unless the Service Plan is upgraded via the purchase of a Paid Service Plan prior to the expiration of the Complimentary Trial period, access to the Service Plan will automatically be converted to a Base-Level Service Plan upon the Complimentary Trial’s conclusion.

## **2. DURATION AND CANCELLATION**

- 2.1. Paid Service Plan Duration.** Your access to the Paid Service Plan will begin based on your selections during enrollment and will continue for the duration specified in your Paid Service Plan (the “**Initial Service Period**”). Unless canceled as described under [Section 2.2](#) or [Section 2.3](#), your Paid Service Plan will automatically renew for additional, consecutive periods of the same length as your Initial Service Period (each, a “**Renewal Service Period**”). The Initial Service Period and all Renewal Service Periods together are referred to as the “**Service Period**.” Each Renewal Service Period will begin immediately after the prior Service Period ends. Renewal will occur at the then-current fee plus any applicable taxes, based on the billing cycle for your Paid Service Plan. If your Initial Service Period ends on a date other than the

anniversary of when it began, your first Renewal Service Period may be adjusted (pro-rated) so that all future renewals align with that anniversary date. Your payment account will be charged automatically at the beginning of each Service Period. To avoid being charged for a Renewal Service Period, you must cancel your Paid Service Plan before the current Service Period ends.

- 2.2. Your Cancellation Rights.** You can cancel your Paid Service Plan or opt out of automatic renewal at any time by navigating to the Manage Subscription page within the applicable Kubota portal (for example, the My Kubota portal, located at mykubota.com) and selecting “Cancel Subscription” for the applicable Paid Service Plan.

For Paid Service Plans paid monthly, cancellation will take effect at the end of the current month, and your Paid Service Plan will convert to a Base-Level Service Plan. For Paid Service Plans with annual or longer terms, cancellation will take effect at the end of the current Initial Service Period or Renewal Service Period. You will not receive a refund for any remaining days in that Paid Service Plan. Once your Paid Service Plan is canceled, your Paid Service Plan will convert to a Base-Level Service Plan and reactivation may require a fee. To discontinue services under a Base-Level Service Plan, you must terminate the associated Service Agreement in accordance with its terms and conditions.

- 2.3. Our Cancellation and Suspension Rights.** We may cancel your Service Plan and disable your access to the Service Plan at any time and for any reason, with 30 days’ notice before cancellation. Once canceled, your account will be deactivated and your Service Plan will end. If we cancel your Service Plan, we will refund any amounts you have paid in advance for the Service 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 Service Plan. We may also cancel your Service 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 Service 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 Service Plan for illegal activities. Sharing your Service 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 Service 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, the Parties expressly disclaim CCQ 2129 and if we cancel your Service Plan for good cause, we will not refund any unused prepaid fees. We can also suspend or cancel your Service Plan for maintenance, network congestion, or if we suspect misuse.
- 2.4. Failed Payment.** If your payment method fails, we will notify you of this and retry the charge. If the charge continues to fail, your Paid Service Plan order will be automatically cancelled and your Service Plan will be converted to a Base-Level Service Plan. You will be able to update your payment information when reactivating your Paid Service 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.
- 2.5. Transferring, Reactivating or Changing Your Services.** Unless we agree otherwise, you cannot transfer your Service Plan to another Equipment or another person. You may activate, cancel, change, or reactivate your Service 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.

### **3. 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 Service 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 Service Plan online in your applicable Kubota portal.

#### **4. SEVERABILITY**

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.

#### **5. CONTACT US**

If you have any questions, please contact us at:

United States

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

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.

1155 Kubota Dr.,

Pickering, ON L1X 0H4, Canada