



# John Deere – JDLink™ Subscription Terms & Conditions (“#ISG-4”)

Territory Scope: European Union, non-EU countries in European Economic Area (EEA),  
Switzerland, Commonwealth of Independent States (CIS)

Release Date: 2020-02-01

Language: English

**These terms and conditions govern the use of the John Deere - JDLink™ subscription that is to be concluded between Customer and John Deere.**

John Deere has developed and provides various telematics systems under the tradename JDLink™. These systems consist of telematics hardware, software and telematic services (the "**Systems**") and are provided by John Deere through authorized dealers or other commissioned parties ("**Dealers**").

## **1 Contracting Parties**

This agreement is concluded between John Deere GmbH & Co. KG, represented by Intelligent Solutions Group (ISG), Straßburger Allee 3, 67659 Kaiserslautern ("**John Deere**") and the Customer.

## **2 Object of the agreement**

### **2.1 Telematic Services**

The telematic services (the "**Telematic Services**") require a terminal (see section 3.1 "Hardware") which transfers machine and agronomic data from your machine to a cloud based server solution, storing and processing your data, including a user interface to access and visualize your data. For a detailed description of the features and data points processed in the JDLink™ Service please see the "JDLink™ Privacy Notice ("#ISG-5")" and "MyJohnDeere™ Privacy Notice, Annex A (Feature Description)" ("#ISG-3") in the section "MyMachine Connect" which can be found on [isg-contracts.deere.com](http://isg-contracts.deere.com).

Depending on the subscription level, the Telematic Services may also include services for supporting machine operations like RDA (Remote Display Access) and for data management like WDT (Wireless Data Transfer), and services that enable the John Deere Dealer through dedicated applications like SAR (Service ADVISOR™ Remote) to retrieve machine diagnostics information, perform remote servicing activities, and to provide software updates for various components of a machine remotely. For a detailed description of these additional services please see the "MyJohnDeere™ Privacy Notice, Annex A (Feature Description)" ("#ISG-3") in the section "MyMachine Connect" which can be found on [isg-contracts.deere.com](http://isg-contracts.deere.com).

The Telematic Services will be enabled through one or more wireless telecommunications providers duly authorized by John Deere (each an "**Underlying Wireless Provider**"). Customer will use the Products only in a country that is listed as an available country where the JDLink™ Service is provided by John Deere, please refer to [jdlink.deere.com](http://jdlink.deere.com). The Telematic Services include only those Telematic Services set forth in this agreement and expressly exclude any services that may be offered by any Underlying Wireless Provider other than those which John Deere uses to provide the Telematic Services pursuant to this agreement. The range and signal strength may vary from location to location and are dependent on the range and signal strength of the local provider. John Deere does not guarantee or assume any liability for certain coverage, range, or signal strength. The service may be made available in other European countries through the local provider's roaming services.

During the subscription period the terminal frequently transmits designated data from Customer's machine to the cloud-based servers. Following the end of the subscription all data generated during the subscription will remain accessible to the Customer but no new data will be transmitted.

The customer hereby agrees that the data is processed to fulfil the described Telematic Service as described in the "JDLink™ Privacy Notice ("#ISG-5")" which can be found on [isg-contracts.deere.com](http://isg-contracts.deere.com).

### **2.2 Access to the Telematic Services**

Customer will have access to the user interface available at [jdlink.deere.com](http://jdlink.deere.com) (the "**Telematic Web Interface**"), a website managed by John Deere. For accessing the Telematic Web Interface the Customer must create a MyJohnDeere™ username with admin access level and an Operation Center organization or assign an existing organization. Each telematics gateway ("**Terminal**") is linked to one specific organization as defined in the JDLink™ Subscription Agreement ("#ISG-10"). If Customer wishes to link the Terminal to a different organization, Customer has to move the Terminal, which will

result in an automatic termination of the subscription. A new JDLINK™ Subscription Agreement needs to be signed to request a new activation. Customer can check the “Help” section in Operations Center or contact his supporting Dealer or John Deere for further assistance with Terminal transfer.

### **2.3 Telematic Services activation**

If the Customer wishes to activate the Terminal on his individual machine, he must sign a binding JDLINK™ Subscription Agreement (“#ISG-10”) document accepting these underlying terms and conditions. Regardless of the number of Terminals included on any particular (“#ISG-10”) form, each Terminal has its own individual subscription governed by these Terms and Conditions.

On the Subscription Agreement form the Customer must specify the MyJohnDeere™ Operations Center organization to which the Terminal shall be assigned to. The signed JDLINK™ Subscription Agreement (“#ISG-10”) must be sent to John Deere by your Dealer. Upon receipt and validation of the JDLINK™ Subscription Agreement (“#ISG-10”) signed by the Customer the Terminal will be activated by John Deere. John Deere retains its right to refuse an activation request in case of export restrictions or technical constraints.

At the time of Activation, the Telematic Services will commence for the activated Terminal and will continue in effect until the end of the Subscription Period. Upon expiration of the Subscription Period the Telematic Services governed by this Agreement will cease and do not automatically renew. If the Customer elects to renew the Subscription, he has to sign a new Subscription Agreement. To secure uninterrupted services this renewal must be requested and approved before the end date of the old subscription.

### **2.4 SIM card**

The Terminal may include a removable subscriber identity module card (“**SIM Card**”). The SIM card may be used exclusively for Telematic Services communication and data transfers only in conjunction with an activated terminal that can only be purchased from an authorized John Deere dealer or is already installed on John Deere machines. The Customer does not acquire any ownership of the SIM Card. All rights, including the granting of rights to use the software installed on the SIM Cards shall remain with John Deere. In the event of service disruptions, John Deere shall be entitled to replace or modify the SIM Cards. John Deere- ISG reserves the right to deactivate the SIM Card, and to bill Customer for the reimbursement of any additional expenses incurred by John Deere, if Customer uses the SIM Card for any purpose other than utilizing the Telematic Services. The Customer must promptly inform John Deere in the event that part of the System Hardware becomes lost or stolen, or becomes inoperative due to damage, or if it has been misused in any way. The Customer is not allowed to transfer the SIM card provided by John Deere to a third party without John Deere express prior consent.

### **2.5 Abuse or fraudulent use of the Telematic Services**

John Deere may restrict or cancel, at its sole discretion, Customer’s Telematic Services under this Agreement if there is a reasonable suspicion of Abuse or Fraudulent Use. Customer will not abuse or make fraudulent use of the Telematic Services, and agrees (a) not to engage or participate in, or permit, any Abuse or Fraudulent Use of the Telematic Services, (b) to promptly report to Dealer (or to John Deere if Customer is a Dealer) any such Abuse or Fraudulent Use of which Customer becomes aware, and (c) to cooperate in any investigation or prosecution relating to any Abuse or Fraudulent Use initiated by John Deere, legal representatives of John Deere, or any Underlying Wireless Provider. Customer is solely liable for charges, costs or damages resulting from Abuse or Fraudulent Use. “Abuse or Fraudulent Use” of the Telematic Services includes, but is not limited to:

- (I) Accessing, altering, or interfering with the communications of and/or information about another customer of John Deere, any Dealer, or any Underlying Wireless Provider or attempting or assisting another person or entity to do or attempt any of the foregoing;
- (II) Rearranging, tampering with or making an unauthorized connection to any Underlying Wireless Provider’s network;
- (III) Installing any amplifiers, enhancers, repeaters, or other devices that modify the radio signals or frequencies upon which the Telematic Services are provided

- or operating the System Hardware in a manner that violates applicable law or governmental regulation;
- (IV) Using Telematic Services in such a manner so as to interfere unreasonably with the use of service by one or more other customers or end users or to interfere unreasonably with John Deere's or any Underlying Wireless Provider's ability to provide service;
  - (V) Using Telematic Services to convey obscene, prurient, defamatory, salacious, or unlawful information or copyrighted content that is not the property of Customer;
  - (VI) Using Telematic Services without permission on a stolen or lost device;
  - (VII) Unauthorized access to Telematic Services or any Underlying Wireless Provider's service;
  - (VIII) Using the Telematic Services to provide voice over IP services, or tethering or tapping into the Telematic Services to provide telematic services other than the Telematic Services;
  - (IX) Using any scheme, false representation or false credit device, with the intent to avoid payment, in whole or in part, for Telematic Services;
  - (X) Unauthorized modification of System Hardware, Terminal, System Hardware settings, or System Software;
  - (XI) Causing the System Hardware to be installed by any person or entity other than a Dealer or other John Deere certified System Hardware installer qualified by John Deere;
  - (XII) Unauthorized access to, use of, alteration of, or destruction of the System Data files, programs, procedures, or information related to Customer or any other John Deere customer
  - (XIII) Use with the intent to reverse engineer or clone the System, or any attempt to create a substitute or similar service through use of, or access to, the Telematic Services;
  - (XIV) Use for any unlawful, illegal or fraudulent purpose;
  - (XV) Tracking the location, or performance and behavior of any natural person without first obtaining all necessary prior authorizations from such person, according to applicable laws and regulations;
  - (XVI) provide the use or allow the use of the service of persons located or connected with embargo countries or in countries where the service is not allowed. In case one or more of such abuse or fraudulent use John Deere –ISG will be allowed to interrupt immediately the service and withdraw from the service contract. In this case the Customer will not be credited or refunded any charges for Telematic Services interruptions resulting from any restriction or cancellation of Telematic Services under this Section or any prepayment for Telematic Services during the period of such restriction or following such cancellation.

### 3 Hardware and Software

#### 3.1 Hardware

In this Contract, the Terminals together with accessories such as cables, cable harnesses and antenna shall be referred to as "**System Hardware**". If the System Hardware has not already been pre-installed in the John Deere machine that the Customer has purchased, it must be purchased and installed separately by an authorized Dealer. The use of the System Hardware by the Customer is subject to all of the terms and conditions of this Contract as well as all other terms and conditions agreed upon with the Customer at the time of purchasing the System Hardware.

#### 3.2 Software

The services software, modem software, and other software and/or firmware ("**System Software**") are resident on the System Hardware. The System Software contains proprietary code of John Deere or third parties licensed under the terms of this section and may include third party code separately licensed as specified in any documentation accompanying the System Hardware. John Deere grants to Customer a non-exclusive, revocable license to use the System Software solely (i) in conjunction with use of the

System, and (ii) with System Hardware. John Deere further grants Customer the right to transfer its license to use the System Software, which does not include the Services, during the useful life of the System Hardware in conjunction with the transfer of the ownership of the System Hardware. Customer agrees that John Deere may update the System Software on any of Customer's System Hardware during the term of this Contract as often as is deemed appropriate. John Deere is not liable for any data loss due to the update of the service.

#### **4 New services**

John Deere may make available to the Customer new features to enhance existing telematic services ("**New services**"). New services may be subject to additional terms and conditions or even require a separate agreement or consent.

#### **5 Data Collection**

All data collected under this agreement are collected only for the purpose of fulfilling the services provided in this contract.

##### **5.1 Collection of data to activate the terminal**

John Deere collects and processes data like company, customer name and address, terminal serial number, MyJohnDeere™ username, Operations Center organization ID and servicing dealers email address for the fulfillment of your activation request of the JDLINK™ Subscription Agreement. As far as personal data is affected, further details are provided in the JDLINK™ Privacy Notice ("#ISG-5").

##### **5.2 Collection of data to provide the telematic services**

John Deere will host, manage, and use the machine data and agronomic data pursuant to the terms of this agreement in order to provide the Telematics Service. Furthermore depending on the machine type and service levels, the data may include operational data provided by customer's machine.

##### **5.3 Access to and Use of Data**

By default all John Deere Dealers have access to the machine diagnostic data through MyJohnDeere™ and Service ADVISOR™ Remote until the Customer restricts this via MyJohnDeere™. Customer may also authorize or restrict John Deere Dealers' and other Partner Organizations' access via MyJohnDeere™ at any time to the data collected. In addition every John Deere Dealer can create an automatically approved partnership between the John Deere Dealer and the Customer's organization granting access to machine data. To remove dealer access to Machine Data from machines in your account you must do the following:

- Remove Service ADVISOR™ Remote access for each machine from the Terminal Settings tab in the JDLINK™ Dashboard.
- Remove the partnership of your John Deere Dealer in the Team Manager in JDLINK™ Dashboard.

##### **5.4 Call data records**

In addition, the Underlying Wireless Providers may generate call data records ("**CDRs**") for billing and invoicing purposes, and the Underlying Wireless Providers may retain the CDRs for longer than a ninety (90) day period, in accordance with applicable law. The last position of each Terminal will be stored on the Terminal.

##### **5.5 John Deere usage of data**

John Deere is entitled to access the data to provide the contractually defined telematic services. Customer agrees that John Deere may access and use the data in anonymized form for statistical purposes as well as to improve or enhance the services provided under this contract, develop additional or new John Deere products and services, and/or identify new usage types of equipment.

##### **5.6 Data Privacy and Compliance**

John Deere will process all data and provide underlying telematic services in line with applicable laws and regulations e.g. general data protection regulation ("**GDPR**"). Further details are provided in the JDLINK™ Privacy Notice ("#ISG-5"). If Customer machine is

used by 3<sup>rd</sup> parties on behalf of the Customer, Customer is obliged to secure that all applicable laws and regulations (.e.g. GDPR, employment law), are met and corresponding data privacy information is provided to the user or appropriate consent is declared.

If Customer transfers ownership of the terminal, Customer is obligated to cancel any remaining subscription before ownership transfer. Subscriptions can be cancelled using the "Deactivate" option on StellarSupport™.

## **6 Term and Termination**

### **6.1 Term**

The term of this agreement (the "**Subscription Period**") shall commence on the date of activation of the terminal by John Deere and will continue for a period of two years except if the agreement is terminated earlier as set forth below. This agreement does not automatically renew. Upon expiration of the Subscription Period the Telematic Services governed by this agreement will cease. Customer may elect to request a new John Deere Telematic Subscription. Data collected by JDLink™ during the subscription remains accessible for customer through MyJohnDeere™ after the termination of the subscription.

### **6.2 Termination**

Customer may terminate this agreement for convenience without prior notification by using the "Deactivate" option on StellarSupport™. Upon Customer's termination for convenience, Customer will not be entitled to any refund of any fees paid by Customer for the Services or System Hardware.

John Deere may terminate this agreement upon thirty (30) days' notice in writing. The statutory provisions regarding termination for cause upon immediate notification remain unaffected. Following the termination, the terminal will remain inactive in Customer's organization.

### **6.3 Terminal Transfer**

Transfer of the Terminal to a different organization will result in an automatic termination of the subscription.

## **7 Limitation of Liability**

1. The Telematic Services under this agreement are provided free of charge and are made available to Customer on an "as is", "with all faults" and "as available" basis. Customer's use of the Telematic Services is at his own discretion and risk. John Deere make no claims or promises about the quality, accuracy, or reliability of the Telematic Services, availability or uptime, or content. Accordingly, John Deere excludes all implied conditions, warranties, representations or other terms that may apply to the Telematic Services.
2. John Deere as well as all of its affiliated companies will not be liable to Customer (nor to Customer's Users or any other person claiming rights derived from Customer's rights) for any loss or damage, whether in contract, tort, or breach of statutory duty, that might arise in relation to or from the use of the Telematic Services, including any (i) indirect or consequential loss or damage; (ii) loss of profits, sales, business, revenue or use; (iii) business interruption; (iv) loss of business opportunity, goodwill or reputation; or (v) loss of information or data. John Deere's liability for intentional or gross negligent behavior as well as John Deere's liability under statutory product liability law remains unaffected.
3. John Deere makes no claims or promises with respect to any third party. Accordingly, the John Deere as well as all of its affiliated companies are not liable for any loss or damage that might arise from their actions, including, for example, if another user misuses Customer's content or identity. Customer's use of third-party content is at his own discretion and risk.
4. While providing the Telematic Services, John Deere does not guarantee that the service will be secure or free from bugs or viruses. Customer is responsible for configuring his own information technology to access the Telematic Services and it is strongly advised that Customer uses his own virus protection software.

5. Customer's sole and exclusive right and remedy in case of dissatisfaction with the Telematic Services , or any other grievance shall be the termination and discontinuation of access to or use of the Telematic Services.
6. John Deere's maximum aggregate liability for loss or damages arising from the use of Telematic Services is limited to a maximum of EUR 12.500.
7. Notwithstanding any other term of these Terms, nothing in these Terms excludes or limits the John Deere's liability for (i) death or personal injury caused by the John Deere's negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited as a matter of law.

## **8 Other provisions**

### **8.1 Reassignment of the agreement - Affiliates and connected companies**

John Deere may reassign this agreement to another affiliated company with all rights and obligations or claims arising thereof. Any rights and privileges granted to John Deere in accordance with the provisions of this agreement shall also be granted to affiliates and connected companies. Affiliates and/or connected companies are companies or other legal entities who directly or indirectly control John Deere or respectively, together with John Deere are either directly or indirectly controlled with a significant participation by more than fifty percent (50%).

### **8.2 Choice of Law and Venue**

These Terms will be governed by and construed in accordance with the substantive laws in force in the Federal Republic of Germany. The respective courts of Mannheim will have exclusive jurisdiction over any cause of action or dispute relating to these Terms (a "Claim"). These Terms will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

### **8.3 Severance clause; waiver clause**

In the event that a provision of this agreement proves to be unenforceable, this shall not affect the enforceability of the other provisions; the contracting parties shall replace the provision concerned with an enforceable provision which reflects, as closely as possible, the intention and economic effect of the provision concerned. A waiver to prosecute a breach of a provision of this agreement by one of the contracting parties, shall not be interpreted as a waiver to prosecute subsequent breaches.

### **8.4 Notifications**

All notifications must be in writing and shall be deemed to have been made when they have been received by mail to: John Deere GmbH & Co. KG, Intelligent Solutions Group, Straßburger Allee 3, 67659 Kaiserslautern, Germany.

### **8.5 Force majeure**

None of the contracting parties shall be liable to the others for the non-performance or delayed performance of a mandatory obligation if this non-performance or delay is attributable to a case of *force majeure*, natural disasters, strikes, acts of terrorism, civil unrest, compliance with laws or official orders or other events, which are outside the sphere of influence of this contracting party, provided that this contracting party gives immediate written notification of this circumstance and resumes performance as quickly as possible, and provided that the other contracting party can terminate this agreement if this circumstance persists for longer than a period of ninety (90) days and the delayed contracting party has not indicated that it will be in a position to resume performance of its obligations within a reasonable time frame.

### **8.6 Import and export restrictions**

Customer acknowledges that all Telematic Services, System Hardware, System Software, proprietary data, know-how, or other data or information (herein referred to as "Products") obtained from John Deere may be subject to the import and/or export control laws of one or more countries and, accordingly, their import, export and re-export, may be restricted or prohibited. Customer, therefore, agrees not to directly or indirectly import, export, re-export, or cause to be imported, exported or re-exported, any such Products to any destination, entity, or persons prohibited or restricted under any law or regulation, unless

it shall have first obtained prior written consent of John Deere and any applicable governmental entity, either in writing or as provided by applicable regulation, as the same may be amended from time to time. Customer agrees that no Products received from John Deere will be directly employed in missile technology, sensitive nuclear, or chemical biological weapons end uses or in any manner transferred to any party for any such end use. Customer will use the Products only in a country that is [listed](#) as an available country.

### **8.7 Entire Agreement**

The conditions for use of the booked services, all arrangements, agreements and assurances between the contractual parties are object of this agreement. This agreement reflects the full agreement of the parties with respect to its subject matter and replaces all previous documents, discussions, and arrangements with respect to the object of the agreement. In addition to this agreement, the [JDLink™ Privacy Notice](#) contains the regulations for data protection and data security applicable to the JDLink™ Service. All additional or conflicting terms and conditions proposed by the Customer or contained in an order will be rejected and shall only be effective following the express written approval by John Deere.