

Volvo CE Connectivity Package Terms & Conditions

1. Background

1.1 The following terms and conditions (the “**Terms**”) govern the relationship between you, (the “**Customer**”, “**you**” or “**your**”) and Volvo Construction Equipment AB, company registration number 556021-9338, at 631 85 Eskilstuna, Sweden (“**Volvo CE**”, “**we**”, “**us**” or “**our**”) in relation to Volvo CE’s Connectivity Package (as defined below).

1.2 In these Terms:

Connectivity Package	means the collection of connectivity-related services and features offered together with Volvo CE Machines, as may be furthered detailed in any applicable service specifications or order forms referencing these Terms.
Machine Connectivity	means the Machines’ communication capability utilizing its telematic system to enable bi-directional data transmissions.
Basic Services	means the from time to time set of Volvo CE digital services offered as part of Connectivity Package.
OTA software updates	means the feature by which Machine software can be updated wirelessly (“over-the-air”, “OTA”) using the Machine Connectivity.
Machine	means any construction equipment manufactured, distributed, supplied, or marketed by Volvo CE.
Volvo CE Dealer	Means any authorized Volvo CE dealership.

2. Connectivity Package

2.1 Connectivity Package is included as a part of the Machine offer and is complementary with the purchase, renting or leasing of the Machine. However, access to the services and features included in Connectivity Package is provided on condition of acceptance of these Terms.

2.2 By accepting these Terms, you agree that these Terms shall apply to all your current and future Machines that utilize the services and features included in Connectivity Package. You may also accept these Terms on behalf of your affiliates, in which case such affiliates shall be bound by these Terms as if accepted on their own behalf.

2.3 You represent and warrant that anyone accepting these Terms on your behalf have understood them, and have the right, authority, and necessary authorizations to accept them on your behalf.

2.4 The services and features included in Connectivity Package are provisioned to each individual Machine without additional costs for an initial period, counting from the date of final delivery of the Machine to you, as registered by the relevant Volvo CE Dealer (“**Initial Period**”). If you sell a Machine prior to the expiration of the Initial Period, the time remaining of the Initial Period will be transferred to the new owner. After the expiration of the Initial Period, the provision of Connectivity Package may be extended further, then subject to separate legal terms and service fees.

2.5 The Initial Period shall be three (3) years for the following Machine types; compactors, pavers, compact wheel loaders and compact excavators, and ten (10) years for all other Machine types. More information about Volvo CE’s Machine types is available on the [Volvo CE product range webpage](#).

2.6 If any or all services and/or features that are included in Connectivity Package have previously been provided to you under a separate agreement with a Volvo CE Dealer in which Volvo CE was a third-party beneficiary, these Terms shall replace and supersede any such agreement as it relates to Volvo CE rights and/or obligations.

2.7 Without prejudice to Section 2.6, these Terms do not affect or in any other way regulate any other Volvo CE provided services that you have separately purchased or subscribed to (e.g., through the Volvo CE Service Marketplace). Even if the availability of such other services is contingent on access to Machine Connectivity and/or Connectivity Package in full, such other services shall remain solely subject to their own respective service terms.

2.8 We may update these Terms at any time. Updated versions of these Terms will be published on our [website](#) and/or other customer interfaces, such as Volvo Connect. Your continued use of Connectivity Package after thirty (30) days from the date when the updated version of these Terms was published shall be considered as your acceptance of the updated Terms.

3. Machine Connectivity

3.1 Machine Connectivity is provided using the systems and sensors installed in or mounted on Machines that gather, store, and transmit data (together the “**Information Systems**”). You agree not to interfere with the operation of the Information Systems in any way.

3.2 We will make our best efforts to make and maintain Machine Connectivity available to you without interruptions. However, we do not guarantee uninterrupted availability of the Machine Connectivity. We expect planned downtime to be infrequent but will endeavour to provide you with advanced notice if we think it may cause you commercially critical and material inconveniences.

3.3 The availability of Machine Connectivity depends on the availability of network and satellite cover and may be affected by local barriers (e.g., bridges, buildings etc.), atmospheric or topographic conditions, technical limitations (e.g., used hardware devices) and legal restrictions. You acknowledge and agree that we will bear no responsibility for any errors, disruptions, or restricted access to Machine Connectivity (or other services dependent on it) caused by any of the aforementioned factors.

3.4 You understand and agree that you have no contractual relationship with the underlying carrier of mobile data and wireless services used for Machine Connectivity, and that you are not a third-party beneficiary of any agreement between us or any other Volvo Group company and the underlying carrier.

3.5 To fullest extent permissible by law, we disclaim any guarantee for the availability and security of the underlying mobile and wireless network telecommunication infrastructure used for the transmission of data and information. If such infrastructure is subsequently changed, updated, replaced, discontinued, or otherwise made obsolete or unavailable to the effect that the Information Systems can no longer function, these Terms do not provide a right to have the Information System hardware replaced or upgraded by Volvo CE. If you choose to not replace or upgrade said hardware, Volvo CE shall be relieved of its obligation to provide Machine Connectivity for the remainder of the Initial Period.

4. Basic Services

4.1 Volvo CE may from time to time include additional Basic Services as part of the Connectivity Package. These Basic Services will be provided free of charge and complementary to the provision of the other services and features offered with Connectivity Package. Information about the from time-to-time available range of Basic Services included with your version of Connectivity Package is available upon request and may otherwise be communicated to you in connection with your Machine order.

4.2 Basic Services are subject to Volvo CE’s general terms and conditions for digital services, available on the Volvo CE [website](#). By accepting these Terms, you acknowledge and agree that these general terms and conditions for digital services shall apply to any such Basic Services.

5. OTA software updates

Certain Volvo CE Machines are equipped with OTA software update capabilities that enable wireless downloading and installation of software updates to your Machine and services. When using OTA software updates, you agree and acknowledge that:

- (a) the Machine shall not be used during the software update process,
- (b) attempts to interrupt the update process may damage electrical components of the Machine,
- (c) systems in the Machine may be disabled during software update,
- (d) you are fully responsible for ensuring that all external Machine conditions prior to the software update are in accordance with given instructions,
- (e) you are responsible for contacting us if the OTA software update service prompts you to do so, and
- (f) you must comply with any further information or instruction provided by Volvo CE relating to the proper and safe use of OTA software services.

6. Machine data

6.1 By using the services and features included in Connectivity Package, the Information Systems will collect data about the Machine. This data is used to develop, deliver, and improve Volvo CE products and services. The terms and conditions under which such data is accessed, used, and shared, including with respect to data protection compliance and processing of personal data, are provided in full in the [Volvo Group Data Management Agreement](#) (“**DMA**”). Any references made therein to a “vehicle” shall also apply to Machines. Additionally, the relevant privacy notice(s) can be found on our [website](#).

6.2 Further to the above, any rights relating to the access, use and sharing of data granted to Volvo CE shall also apply to Volvo CE Dealers to the extent such data is necessary for the provision of dealer services and/or dealer’s internal and other reasonable business purposes.

7. Termination

7.1 These Terms shall remain in full force and effect from their date of acceptance until the expiration of the Initial Period, unless terminated in accordance with this Section 7.

7.2 A party may terminate these Terms by giving the other party no less than thirty (30) days' notice to that effect. Upon termination of these Terms, your affected Machines may be subject to deactivation subject the procedures and restrictions outlined in Section 7 of the DMA.

7.3 We may terminate these Terms with immediate effect if you are in material breach of the Terms or enter into insolvency, bankruptcy, any arrangement with your creditors or any other arrangement or situation which has a like effect, or where for any other legal, commercial, or technical reason the continued provision of Connectivity Package would have an adversely negative effect on us. We may also, upon reasonable notice, terminate these Terms if we choose to discontinue the provision of Connectivity Package as a Volvo CE service.

8. Limitation of liability

8.1 Neither Volvo CE nor you shall be liable to the other for any loss or damage of any kind caused by the other's breach of its obligations under these Terms or applicable law. Furthermore, neither party shall be liable to the other for any loss of profits or revenue, loss of business or loss or inaccuracy of data or for any indirect, incidental, special, exemplary, punitive, or consequential damages.

8.2 Volvo CE shall not be liable for (i) any loss or damage caused by a failure or downtime of the public communications systems on which the provision of the Connectivity Package may be dependent, nor (ii) any loss or damage incurred on goods or other property transported, stored, moved, or worked on by a Machine.

9. Intellectual Property Rights

9.1 Subject to the compliance with these Terms, we hereby grant you a non-exclusive, non-transferrable and non-sublicensable (however sublicensable to your affiliates) limited license to access and use the Connectivity Package, for your own internal business purposes only. We and our licensors retain all right, title, and interest to all intellectual property rights contained within the Connectivity Package.

9.2 You shall notify Volvo CE in writing without undue delay of any third-party allegation, claim, threat, or court action claiming that the use of the Connectivity Package constitutes an infringement of intellectual property rights owned by such third party ("Third-Party Claim"). Volvo CE shall notify you upon receipt of a Third-Party Claim, to the extent such Third-Party Claim has been verified, in Volvo CE's sole discretion, as valid and not unfounded.

9.3 Each party shall indemnify and hold harmless the other party against all liabilities arising from any Third-Party Claim, provided such Third-Party Claim is not a result of the indemnified party's use of the indemnifying party's intellectual property rights in a manner which is not permitted under these Terms, or otherwise unlawful under applicable law. The indemnifying party shall have the right to assume charge and direction of the defence and/or settlement of any Third-Party Claim.

10. Export

10.1 You shall comply with all applicable export control, sanctions, and antiboycott laws, as well as any related legal acts, decisions and authorizations imposed by the United Nations, European Union, the United Kingdom, and the United States ("Trade Control Laws"). Further, you shall not act in any way causing Volvo CE to be in violation of or exposed to adverse consequences under such laws.

10.2 You represent and warrant that neither you nor any of your affiliates, directors, officers, or agents are (1) organized under the laws of a jurisdiction subject to comprehensive sanctions under any Trade Control Laws ("Sanctioned Country"), or (2) designated for sanctions or export control restrictions under Trade Control Laws ("Restricted party").

10.3 You shall not make available, in any form, any Volvo CE Digital Services, related software, technology, or data without possessing all required government licenses and authorizations. Further, the aforementioned shall not be made available to a Restricted Party or a Sanctioned Country for any military or otherwise restricted end-use or end-user under Trade Control Laws, unless approved by Volvo CE. Further, you shall not involve Restricted Parties or Sanctioned Countries in any transactions relating to any Volvo Group products or services.

10.4 If (i) you fail to comply with this Section 10; (ii) you become a Restricted Party; or (iii) the performance of the obligations under these Terms would be in violation of, or expose Volvo CE to adverse consequences under, Trade Control Laws, Volvo CE may, without any liabilities what so ever, at its sole discretion suspend performance under these Terms, or terminate these Terms, with immediate effect.

11. Miscellaneous

11.1 Governing law. These Terms shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

11.2 Force majeure. If and to the extent that either party's performance of its obligations under these Terms is impeded or made unreasonably onerous by circumstances beyond its reasonable control, including, but not limited to, general labour disputes, war, natural disasters, pandemics, amendments to regulations issued by governmental authorities, etc., such party shall be released from liability in damages for delay in performing or failure to perform such obligations. The party wishing to claim relief by reason of any such circumstance as referred to herein, shall without undue delay notify the other party in writing. If such notice is not provided without undue delay the right to rely on such circumstance is lost. If performance is materially prevented for more than one (1) month as a result of any of such circumstances, the party not affected by force majeure shall be entitled to immediately terminate these Terms by notice in writing.

11.3 Survival. Provisions that by their nature are intended to survive the termination of these Terms shall survive the termination notwithstanding the cause of termination, in particular the rights provided to Volvo CE and Volvo CE Dealers in Section 6.

11.4 Severance. If any provision of these Terms is held to be invalid or unenforceable, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law.

11.5 Waiver. Except as otherwise stated in these Terms, the failure of either party to enforce at any time for any period of any one or more provisions shall not be a waiver of such provision(s) or of the right of such party at any time subsequently to enforcement.

11.6 Transfer and assignments. You may not assign or delegate in whole or in part your rights and obligations under these Terms without our prior written consent. We shall have the right to transfer our rights or obligations herein to any Volvo Group company.

11.7 Entire agreement. These Terms constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

12. Dispute Resolution

12.1 Any dispute arising out of, in connection with, or otherwise relating to these Terms, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply unless the institute determines otherwise. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. All arbitrators shall be appointed by the institute. The seat of arbitration shall be Gothenburg, Sweden. The language of the arbitration shall be Swedish (unless otherwise agreed by the disputing parties).

12.2 All arbitral proceedings conducted pursuant to Section 12.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third-party without the prior written consent of the party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing parties.