

## SPECIFIC CONDITIONS FOR ORANGE MACHINE-TO-MACHINE (M2M) MANAGED GLOBAL CONNECTIVITY

### 1. Definitions.

- 1.1 The following capitalized words and phrases will have the meanings given below in this Clause 1 (*Definitions*). All capitalized terms used but not defined in these Specific Conditions will have the meanings set out in the General Conditions.

**"Activation Date"** means the date a Service or part thereof commences, as specified in these Specific Conditions or the applicable Service Description.

**"APN"** (Access Point Name) means a gateway used by Mobile Network operators to connect User devices between their Mobile Network and other networks (including, the public internet);

**"CSD"** (Circuit Switched Data) means a protocol allowing the transfer of data over a GSM network in circuit mode;

**"DTMF"** (Dual Tone Multi Frequencies) means a protocol allowing the transmission of data over a circuit switch voice channel;

**"EDGE"** (Enhanced Data for GSM Evolution) means the modulation technology designed to increase the network and data evaluation capacity in GSM networks;

**"European Roaming Regulation"** means the Regulation (EU) no 531/2012 of the European Parliament and of the Council of 13 June 2012 on Roaming On Public Mobile Communications Networks Within The Union;

**"GPRS"** (General Packet Radio Service) means the service for the transmission of data in packet mode;

**"GSM"** (Global System for Mobile Communication) means the digital cell system for communication with or between Terminals;

**"HSDPA"** (High-Speed Downlink Packet Access) means the extension to the UMTS telephone network intended to increase the speed of data services using packets;

**"Machine (or remote machine)"** means autonomous equipment remote from the server, able to communicate using a compatible GSM-CSD, EDGE, GPRS, and/or UMTS Terminal by utilizing a packet data circuit. This equipment is able (if necessary) to establish a voice circuit on the GSM network to transmit data in DTMF format or enable a voice exchange between a User and a voice server or a customer call center for service requirements;

**"Machine to Machine Service" or "M2M Service"** means a service enabling a Machine to receive and/or send data via a compatible GSM-CSD, EDGE, GPRS, and/or UMTS dedicated Terminal, using local radio communication capabilities, operator core network and secure access to a server located at Customer's premises. The M2M Managed Global Connectivity Services are M2M Services;

**"Mobile Networks"** means all public mobile telecommunications networks, be they 2G (GSM, GPRS), EDGE, 3G (UMTS), HSDPA and H+, 4G, Wi-Fi or any other future technology and/or telecommunications standards available via the Services;

**"Orange SA"** means Orange SA, a French public limited company registered in France, with its registered office located at 78 rue Olivier de Serres, 75015 Paris, France, registered at the Paris Trade and Companies Register under N° 380 129 866;

**"Service(s)"** means the M2M Service and the other services provided under these Specific Conditions, which are further described in the applicable Service Description;

**"Service Request Form" or "SRF"** means the form that details Customer's specific Service requirements, customer administrative details and identified contacts for Customer set-up;

**"SIM Card"** means the microchip card, inserted into a Terminal, used to identify Customer across all Mobile Networks. This may be a SIM, Micro SIM, USIM, or any other type of card that will be adapted to Customer's requirements;

**"Terminal"** means a cellular modem enabling data exchanges between a Machine and a GSM-CSD, EDGE, GPRS, and/or UMTS communication network;

**"Territory"** means the geographical area agreed in the Charges Schedule for the commercialization of the Value Added Solution;

**"UMTS"** (Universal Mobile Telecommunications System) means the digital cell system for communication with or between mobiles, intended to provide a range of voice, data, and image services, together with Internet access;

**"User"** means an end-user of the Services or a provider or end user of the Value Added Solution, as applicable; and

**"Value Added Solution"** means Customer's products integrating the M2M Services as part of the solution to be offered by Customer and its Affiliates to their Users, as such Value Added Solution is defined in the Charges Schedule.

- 1.2 The definition of Force Majeure Event in the General Conditions is supplemented to include the following events:

- (a) any legislative or regulatory restriction on the supply of a Service and any decision by a public authority preventing the supply of a Service, and generally any event requiring the implementation of national or local telecommunications service continuity plans, and
- (b) electrical or electromagnetic phenomena which disrupt the GSM-CSD, EDGE, UMTS, or GPRS networks.

## **2. Scope**

- 2.1 These Specific Conditions are entered into between Customer and Orange acting as distributor of the M2M Services provided by Orange SA, a mobile operator authorized by the applicable French regulatory authorities.
- 2.2 The Services ordered by Customer pursuant to the terms of the Agreement, including these Specific Conditions and the related Service Annexes will be as specified in each Order.
- 2.3 The Specific Conditions for Machine to Machine Services apply to M2M Managed Global Connectivity Service and any other M2M Service provided by Orange.

## **3. Ordering**

- 3.1 Prior to commencement of the Service, the Parties will jointly complete the applicable SRFs. Customer will provide all relevant technical specifications and administrative details, and Orange will assist Customer in the completion of the SRFs; however, Customer will ensure that all information contained in the completed SRFs is accurate.
- 3.2 Customer may order SIM Cards through the M2M Portal (as defined in the Service Description for M2M Services) or may define a delivery schedule for the SIM Cards in the SRF. Orders will be placed under the terms and conditions agreed between the Parties.

## **4. Charges, Invoices, Payment and Taxes**

- 4.1 The Charges for the Services are set out in the Charges Schedule and/or the relevant Order Form.
- 4.2 Orange will commence invoicing of the Charges as of the date(s) specified in the Charges Schedule and/or the Activation Date of the relevant Services or SIM Cards, as applicable.
- 4.3 The Activation Date of each SIM Card will be the earlier of:
  - (a) the date Customer activates the SIM Card,
  - (b) the date Customer exceeds the agreed test bundle,
  - (c) the date the first usage is made during the Sleeping mode or
  - (d) 210 days after Customer moved the SIM Cards into test mode without using the agreed test bundle.
- 4.4 Customer acknowledges that fees for the portion of Services not supplied directly by Orange or Orange SA, such as roaming services, may be invoiced at a later time than foreseen and sometimes several months in arrears and Orange will be entitled to send an adjustment to any invoice, which will be payable by Customer.

## **5. Obligations of Customer**

### **5.1 General Obligations**

- 5.1.1 Customer will be liable for any use of the Services by Customer, its Affiliates, or the Users. A breach of this Agreement by a Customer Affiliate or a User will be deemed to be a breach by Customer and the Agreement will be understood accordingly.
- 5.1.2 Customer will and will ensure that its Affiliates and the Users use the Services in accordance with:
  - (a) this Agreement and any reasonable instructions given by Orange; and
  - (b) the applicable laws and regulations applicable in the countries where the Service are provided.
- 5.1.3 Customer will not, and will ensure that its Affiliates and the Users will not, use the Services for transmitting or receiving data or anything else that:
  - (a) is in violation of any applicable local, national, or international law or regulation;
  - (b) is defamatory, abusive, obscene, indecent, or harassing; or that threatens or encourages bodily harm, destruction of property, or infringement of the lawful rights of any party; or
  - (c) contains software viruses, Trojan horses, or any computer code, files, or programs designed to disrupt, destroy, invade, gain unauthorized access to, corrupt, observe, or modify without authorization, data, software, computing or network devices, or telecommunications equipment.
- 5.2 Customer will not, and will ensure that its Affiliates and the Users will not, use the M2M Services for voice over IP, peer-to-peer and streaming unless expressly permitted by Orange. In this Clause, "peer-to-peer" means a file exchange technology between Internet users, enabling two computers or mobile telephones connected to the Internet to communicate directly without going through a central server and "streaming" means the capture of audio/video feeds and the reading of an audio or video file in real time, i.e. as it is received (the file is neither downloaded nor stored before it is read).
- 5.2.1 Customer will promptly notify Orange of any claim or proceeding in relation to a Service which comes to its attention.
- 5.2.2 Customer will complete a list of the modems references used by Customer for the Services. The modem must belong to the Orange Group certified modems list (available on request), unless specifically agreed with Orange. If any operational issue linked to a modem not certified by the Orange Group arises, Orange reserves the right to charge Customer on a time and materials basis for the correction of such operational issue.
- 5.2.3 Customer hereby confirms that the hardware and software used in conjunction with the Services are compliant with the relevant standards and regulations and that its staff is suitably qualified to operate and manage Customer M2M applications. Customer further confirms that the Terminals are compliant with applicable GSM-CSD, EDGE, GPRS, and UMTS standards and are compatible with, and can allow access to, the Mobile Networks.

- 5.2.4 Customer has checked that the Services are appropriate for its requirements and that it has satisfied itself that it has received all information and advice necessary from Orange to be able enter into these Specific Conditions as a fully-informed party.
- 5.2.5 Customer is responsible for appropriately maintaining the availability, integrity, and confidentiality of its own data and/or software and the data and/or software of the Value Added Solution, including by protecting them from virus contamination or third party intrusion.
- 5.2.6 If a SIM Card is lost or stolen, Customer must immediately notify Orange and Orange will deactivate the SIM Card. The deactivation of the SIM Card will be deemed to occur on the date Orange received the notification from Customer. Customer will be liable for any use of the SIM Card before its deactivation. Orange will not be responsible for any inaccurate request of deactivation. The Service remains in force notwithstanding this deactivation. A replacement fee for the SIM Card may be charged in accordance with the Charges Schedule.
- 5.2.7 Customer undertakes to return any faulty SIM Card to Orange.

### **5.3 Closed User Group**

- 5.3.1 The use of the SIM Cards is restricted to a specific "Closed User Group", between the Machines and the servers that are part of the fleet of the same solution/application and Customer warrants that the Services will at all times be used exclusively for transmissions of data between remote Machines and servers, except otherwise agreed in writing by Orange. SIM cards may only be used in Machines and for M2M applications and may under no circumstances be used in 'GSM Gateway' devices or similar equipment.
- 5.3.2 The access to a specific "Closed User Group" can be strengthened through optional barring services available for both Packet Data, SMS and Voice bearers (see the Service Description for M2M Services).

## **6. Regulatory Obligations**

### **6.1 General**

- 6.1.1 Customer will provide the necessary assistance and information when required for Orange, Orange SA or their Affiliates to comply with their legal and regulatory obligations in respect of the Services provided to Customer. In particular, Customer will provide in a timely manner all information under the control of Customer with regard to the Users, which is legally required for Orange, Orange SA or their Affiliates to respond to an official judicial request within the deadlines imposed by the law or by the judicial authorities.
- 6.1.2 Customer will comply with all regulatory obligations related to the provision of the Value Added Solution by Customer and its Affiliates to the Users.
- 6.1.3 Customer will obtain at its own expense and thereafter comply with all necessary permissions, consents and licenses (including those required to be given by any government department or anybody constituted under the law of the location in which the M2M Services are used, for licensing or other regulatory purposes relating to the provision of the M2M Services) to enable Customer to purchase, use, distribute, market and sell the Value Added Solution in the concerned locations.
- 6.1.4 Notwithstanding anything to the contrary contained in the General Conditions, Orange reserves the right at its sole discretion to amend these Specific Conditions to comply with any legal or regulatory requirements imposed from time to time by any competent authority in relation to the provision or use of the M2M Services.
- 6.1.5 Notwithstanding anything to the contrary contained in the General Conditions, Orange will not be liable to Customer for any changes required to the Services, which are a consequence of legal or regulatory compliance requirements.

### **6.2 European Roaming Regulation and customer information**

- 6.2.1 European Roaming Regulation requires the following information to be communicated, free of charge, to all customers of mobile communication services once they cross a European border:
- (a) roaming Euro-tariff for voice;
  - (b) possibility to receive additional information via free call to a dedicated number;
  - (c) roaming Euro-tariff for SMS;
  - (d) roaming tariffs for MMS and data when they initiate the first data session;
  - (e) possibility to call European emergency services (112) free of charge.
- 6.2.2 European Roaming Regulation further requires the implementation by the mobile operator of a system of tariff transparency on the basis of which roaming data sessions will be cut off after a financial limit (set at €50 by the European Roaming Regulation) is reached, unless an explicit request is received from the client ("**Bill Shock Alert**").
- 6.2.3 European Roaming Regulation states that this obligation of tariff information does not apply to a Terminal which does not support SMS functionality and that the system of tariff transparency does not apply to machine-to-machine devices that use mobile data communication.
- 6.2.4 The exceptions described in Clause 6.2.3 are therefore applicable to the M2M Services and Customer hereby accepts that the information referred to in Clause 6.2.1 and the transparency measures referred to in Clause 6.2.2 and 6.1.2 will not apply to the M2M Services. Customer further accepts that in case the Terminal supports SMS functionality, the Bill Shock Alert sent by SMS is also deactivated for M2M Services, so as to avoid unexpected SMS reception that could fill the retention memory of the SIM Card and potentially block the Terminal.
- 6.2.5 **Local Breakout.** European Roaming Regulation further requires, the possibility for the Customer, through a universal APN, to choose an alternative Mobile Network operator for its electronic communications whilst roaming.

The Customer, having been informed of all associated risks (including those that are security related), agrees that this APN should be disabled by Orange.

## **7. Orange Obligations**

- 7.1 Orange will provide the Services ordered by Customer in accordance with their Service Description, subject to the terms of these Specific Conditions.
- 7.2 Orange will use reasonable endeavors to ensure that Customer is granted access to the Mobile Networks. Orange will solely determine the technical resources necessary to implement this access.
- 7.3 Orange will not be liable for disruptions or interruptions to the Services resulting from:
- (a) the maintenance, improvement, redevelopment, or extension work on the Mobile Networks' facilities;
  - (b) the hardware or software, other than the SIM Card, used by Customer, its Affiliates, or the Users;
  - (c) the actions of a third party other than a subcontractor or supplier of Orange;
  - (d) the improper use and malfunctioning of the Internet or of services accessed via the Internet or computer viruses transmitted over the Internet;
  - (e) reasons outside the control of Orange, such as disruption to radio-telephone transmissions as a result of atmospheric conditions, fluctuations in electromagnetic wave propagation, or Machines being outside the Mobile Network coverage areas;
  - (f) the reliability of data transmission, access times, and any access restrictions that may arise on specific networks and/or servers connected to the Internet;
  - (g) technical incompatibility between the Mobile Networks and an intranet access security solution contracted by Customer from a service provider; and
  - (h) the failure of a SIM Card to properly work in a Terminal which does not comply with applicable regulations or standards.
- 7.4 Orange is not responsible for and Customer will be solely liable for:
- (a) the incorrect utilization of the SIM Cards or the Services;
  - (b) the data transmitted or content of calls and messages, or the damage they may cause;
  - (c) the use of the Services (including of the SIM Cards) by Customer, its Affiliates or the Users;
  - (d) any loss or theft of a SIM Card;
  - (e) any damage to a SIM Card, other than a defect in the software itself or in the medium on which it is provided. If there is a defect in a SIM Card or if the medium on which it is provided by Orange and such defect is within Orange' responsibilities, Orange will repair or replace the affected SIM Card or medium free of charge as a sole and exclusive liability, unless otherwise agreed in the Charges Schedule; and
  - (f) any security breach resulting from the decision of the Customer to open the universal APN to alternative Mobile Network operators.

## **8. Intellectual Property Rights**

- 8.1 Orange SA or its subcontractors are and remain the sole owner of the SIM Cards. Customer will not, and will procure that its Affiliates and the Users do not, destroy or damage the SIM Cards in any manner whatsoever or reverse engineer, decompile, or disassemble the SIM Cards.
- 8.2 Orange will grant to Customer, its Affiliates, and Users a non-exclusive and single non-transferable license to use the SIM Cards and its documentation strictly for the purpose of using the Services.
- 8.3 Customer will, and will procure that its Affiliates or the Users, do not copy the SIM Cards or its documentation or cause them to be copied.

### **8.4 Brand**

- 8.4.1 Orange SA and Orange Brand Services Limited are the owners, in France and abroad of many registered trademarks, including to the words "Orange", or "Orange Business Services" and their corresponding logos (hereinafter the "Trademarks"). Customer expressly recognizes and agrees that it has no rights in these Trademarks which are the exclusive property of Orange SA and Orange Brand Services Limited. Therefore Customer will not use the Trademarks without the prior written consent of Orange, and in the event of consent, only in accordance with the applicable license for its use.
- 8.4.2 Where any part, product, or component of any Service comes physically prefixed during the manufacturing or production process with the name, brand, logo, trademark, or other similar identifier of Orange or an Orange Affiliate or sub-contractor, Customer will ensure that such identifier is not removed, changed or replaced in any way.

## **9. Suspension and Termination**

- 9.1 Orange will be entitled to suspend and/or terminate the Services with immediate effect, by giving notice to Customer, if Customer, its Affiliates or the Users make any unauthorized use of the Services or commit a material breach of the Agreement, including these Specific Conditions, and Customer does not remedy the breach (if it is capable of remedy) within 30 days of notice of the breach being given by Orange.
- 9.2 Customer will not be entitled to any compensation or remedy on the termination of a Service, or the Agreement, as permitted by the Agreement.

## **10. Conditions for Use of the M2M Services**

- 10.1 Customer may use the M2M Services for its own requirements or for integration in its products as part of the Value Added Solution. Such integration will be in accordance with the conditions set out in these Specific Conditions.
- 10.2 Customer can only commercialize the M2M Services as an integral part of the Value Added Solution and in the Territory.
- 10.3 Customer will not resell the M2M Services or any part of them.
- 10.4 Customer will not re-rate invoices for M2M Services or part of them nor will Customer provide its own service control layers (HLR) or provide their own access network, SGSN, or GGSN. This obligation exists to ensure Customer does not become classed a Mobile Virtual Network Operator (MVNO) or a Mobile Network Operator (MNO).
- 10.5 Customer agrees not to alter the steering rules implemented on the SIM Card and not to use machines, or do other manipulations that could affect the good functioning of the steering rules implemented by Orange. Orange will not be liable for the impact on the quality of the Service if Customer does not comply with the above obligations. A breach of this requirement shall entitle Orange to charge additional fees to Customer and/or terminate the relevant Order or the Agreement.
- 10.6 Customer will further ensure that its tier 1 support desks have incident management processes and triage that links to tier 2 service support provided by Orange (network operator), device manufacturer and application provider.
- 10.7 Unless otherwise expressly agreed by Orange, Customer will not combine the SIM Cards with technical solutions which re-route communications, allow the sharing of the M2M Services between more than one user, or the establishment of connections.
- 10.8 Customer will not make any promises or representations or give any warranties or guarantees in respect of the M2M Services except as first agreed with Orange.
- 10.9 Customer will procure that its Affiliates and the Users are made aware of and agree to comply with the terms and conditions of this Agreement regarding the restrictions of use of the M2M Services and the restrictions contained in this Clause.
- 10.10 Customer will irrevocably and unconditionally indemnify and keep indemnified Orange, Orange SA and its Affiliates from and against all claims, liabilities, demands, proceedings, losses, penalties, costs (including without limitation, reasonable legal and other professional costs) and reasonable expenses suffered or incurred by Orange, Orange SA or its Affiliates arising out of or in connection with Customer, its Affiliates or Users acting or failing to act in relation to the Value Added Solution and/or Customer's and its Affiliates' dealings with Users in general, including any claims or other demands brought by a User or end-user of the Value Added Solution.
- 10.11 The Agreement may be terminated by Orange immediately on giving notice to Customer if:
- (a) Customer sells, assigns, parts with or ceases to carry on its business or that part of the business relating to the Value Added Solution; or
  - (b) Control of Customer is transferred to any person(s) other than the person(s) in Control of Customer as at the Effective Date.

If termination is effected pursuant to this Clause 10.11, Customer shall pay the termination charges specified in Clause 13.2 of the General Conditions to Orange.

## **11. Data Protection**

- 11.1 In this Clause, "**Data Protection Legislation**" means the EU Directive 95/46/EC of 24 October 1995 or any applicable similar legislation on the protection of personal data (including Directive 2002/58/EC) and "**Data Controller**", "**Data Processor**", "**Processing**", and "**Personal Data**" will have the meaning set out in the relevant Data Protection Legislation. For the purpose of the Services, Customer is a Data Controller and Orange (or Orange SA as applicable) is a Data Processor.
- 11.2 Customer will comply with its obligations as Data Controller under the Data Protection Legislation.
- 11.3 To the extent that Orange or Orange SA is processing Personal Data (which is controlled by Customer) in its performance of the Services (such as geo-location of the Users), Orange, or Orange SA will comply with the Data Protection Legislation, to the extent applicable as a Data Processor.
- 11.4 Orange will further be allowed to transfer the Personal Data for the purpose of carrying out fraud or crime detection or to comply with any legal obligation, regulatory requirement or court or other public authority order.
- 11.5 Customer expressly agrees that Orange or Orange SA may transfer the Personal Data outside the European Economic Area if:
- (a) such transfer is to a person in a country which has "adequate" or "equivalent" protections in relation to the Processing of Personal Data, as those terms are defined under the Data Protection Legislation; or
  - (b) the recipient of such Personal Data outside the European Economic Area enters (or has entered) into a data transfer agreement (based on or equivalent to the "Standard Contractual Clauses for the Transfer of Personal Data to Processors established in Third Countries" approved by the European Commission) (notwithstanding the foregoing, the Parties agree that, for the purposes of Personal Data transfers to take place in connection with the Data Processor's obligations under the Agreement which the Parties have agreed as at the Effective Date, the Data Processor shall not be required to have in place the arrangements referred to this Clause.
- 11.6 Notwithstanding anything above, Orange hereby informs Customer that it will have portions of the Services performed by Orange SA, Affiliates or subcontractors, some of whom may be based outside the EEA, and which may include such subcontractors processing Personal Data, and Customer hereby approves the use of Orange SA or such Affiliates or subcontractors, by Orange.

## **12. Discontinuity**

- 12.1 Notwithstanding anything to the contrary contained in the General Conditions, Orange reserves the right to change at any time the contractual or technical conditions of a Service. In such case, Orange will aim to notify Customer at least thirty (30) days prior to the expected date of the change.
- 12.2 If the change affects Customer in a materially adverse way, Customer will be entitled to terminate the affected Service without liability for either Party. The termination will be effective on the date this change becomes effective.
- 12.3 Notwithstanding anything to the contrary contained in the General Conditions, Orange reserves the right to discontinue the provision of a Service in its entirety. In such case, Orange will notify Customer at least six (6) months prior to the expected date of termination of the Service. All corresponding Orders will terminate at the date of termination of the Service. Customer will not be entitled to any damage or remedy for such termination.
- 12.4 Orange will use reasonable endeavors to propose an alternative service if feasible.

**END OF SPECIFIC CONDITIONS FOR ORANGE MACHINE-TO-MACHINE (M2M) MANAGED GLOBAL CONNECTIVITY**