

## **PUBLICATION 1 SPECIFIC CONDITIONS FOR IOT MANAGED GLOBAL CONNECTIVITY: IOT CONNECT ADVANCED SERVICES (ORANGE SA)**

### **1.1 Definitions**

All capitalized terms used but not defined in these Specific Conditions will have the meanings set out elsewhere in the Agreement. These definitions prevail over the definitions set out in the General Conditions for the Services to which these Specific Conditions apply.

**"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 Machines 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 2G GSM network in circuit mode.

**"DTMF"** (Dual Tone Multi Frequencies) means a protocol allowing the transmission of information in circuit switch part (2G/3G).

**"EDGE"** (Enhanced Data for GSM Evolution) also known as **"2.75G"** means the modulation technology designed to increase the network and data evaluation capacity in GSM networks.

**"eUICC Card"** means an UICC cards which are not easily accessible or replaceable, are not intended to be removed or replaced in the Device, and enables the secure changing of Profiles (source: GSMA, 30 June 2015). The GSMA Embedded SIM Specification also applies to removable M2M SIMs. A "Profile" means a combination of a file structure, data and applications to be provisioned onto, or present on, an eUICC Card and which allows, when enabled, the access to a specific mobile network infrastructure (source: GSMA, 30 June 2015).

**"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.

**"Force Majeure"** means an event beyond the control of a Party, an external, unpredictable and irresistible event which prevents such Party to fulfil partially or completely its obligations, including but not limited to: (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, (c) wars, strikes that last more than three months, storms, hurricanes, major floods.

**"GGSN"** means the Gateway GPRS Support Node and is the main component to interconnect the mobile network with external packet switched networks.

**"GMA"** means Global Machine to Machine Association, an association of leading mobile operators to provide enhanced M2M connectivity services in Europe and in key markets in North America, South America, and Asia with an ongoing expanding footprint.

**"GPRS"** (General Packet Radio Service) also known as **"2.5G"** means the service for the transmission of data in packet mode on top of GSM or 2G.

**"GSM Module"** means a cellular modem enabling connections between Machines and **Mobile Networks**.

**"GSM"** (Global System for Mobile Communication) also known as **"2G"** means the digital cell system for communication with or between Terminals.

**"GSMA"** means GSM Association.

**"HLR"** means Home Location Register, e.g. the central database containing the information of all mobile subscription of the mobile operator.

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

**"IoT Managed Global Connectivity: IoT Connect Advanced Services"** is the name given to a range of Orange services relating to M2M Services. It provides Customer with end-to-end connectivity between its fleet of Machines equipped with SIM Cards and Customer's site termination point regardless of the country where the SIM Card is located (as long as there are existing roaming agreements in place with the in-country operators), and whether the Machine is moving or standing still. It includes two options: the Flexible Lifetime and the Multi-Domestic Services. These options are part of the M2M Services, which provide the Customer the ability to change mobile operator without changing the physical SIM Card.

**"ITU"** means International Telecommunication Union, a United Nations agency acting to coordinate globally information and communication technologies.

**"Machine to Machine Services" or "M2M Services"** means the IoT Managed Global Connectivity Services, i.e. a service enabling a Machine or a human using this Machine, both being part of a closed user group to receive and/or send data (and limited voice and SMS) via a compatible dedicated Terminal, using local radio communication capabilities, operator core network and access to a server located at Customer's premises mainly for a predefined use case.

**"Machine" or "Remote Machine"** means autonomous equipment located remotely from the server, which is able to communicate using a compatible Terminal by utilizing a packet data circuit. A Machine is able (if necessary) to

establish a voice circuit on the GSM network to enable a voice exchange between a User and a voice server or a customer call center.

**"Mobile Network Operator"** or **"MNO"** means a wireless communications services provider who owns or controls a Mobile Network.

**"Mobile Network"** means public mobile telecommunications networks, be they 2G (GSM, GPRS), EDGE, 3G (UMTS), HSDPA/HSUPA, H+, 4G (LTE) and any other future technology that Orange may add.

**"Mobile Virtual Network Operator"** or **"MVNO"** means a wireless communications services provider that does not own the the Mobile Network over which the MVNO provides services to its customers. An MVNO enters into a business agreement with an MNO to obtain bulk access to network services at wholesale rates, and then sets retail prices independently.

**"Orange SA"** means Orange SA, a public limited company registered in France, with its office located at 78 rue Olivier de Serres, 75015 Paris, France, registered at the Paris Trade and Companies Register under N° 380 129 866 .It may be referred as Orange Business Services in the Specific Conditions.

**"Roam Like at Home European Regulation"** means Roaming III Regulation 2012/531 amended by Roaming III Regulation 2015/2120.

**"Service Request Form"** or **"SRF"** means the form completed by the Parties, that details Customer's specific Service requirements, Customer's administrative details and identified contacts fur Customer set-up.

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

**"SGSN"** means the Serving GPRS Support Node controlling the access to external packet switched networks via the GGSN.

**"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 SIM card or chip. A chip is an integrated circuit component.

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

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

**"Transfer Plan"** means the document containing the plan agreed between parties that organizes the operational modalities for eUICC Profiles management.

**"UMTS"** (Universal Mobile Telecommunications System) also known as **"3G"** is the third generation mobile cellular system for networks based on the GSM standard to offer greater spectral efficiency and bandwidth to mobile network operators.

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

**"Value Added Solution"** means Customer's products integrating the IoT Connect Advanced 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.

- 1.1.1 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, (b) any electrical or electromagnetic phenomena which disrupt the Mobile Networks, and (c) any restrictions imposed pursuant to roaming agreements with MNOs and MVNOs.

## 1.2 Scope

- 1.2.1 Orange acts as a distributor of the IoT Connect Advanced Services provided by Orange SA, a Mobile Network Operator, operating under French regulations and laws with a dedicated number granted by ITU for M2M Services.

- 1.2.2 The Specific Conditions for IoT Connect Advanced Services apply to the IOT Managed Global Connectivity: IoT Connect Advanced Services and to IOT Services Managed or Optimized.

## 1.3 Ordering

- 1.3.1 In addition to the order process set out in the General Conditions, prior to commencement of the Service, the Parties will jointly complete the applicable SRF. 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.

- 1.3.2 Customer may order SIM Cards through the M2M Portal (as defined in the Service Description for IoT Connect Advanced Services) or may define a delivery schedule for the SIM Cards.

## 1.4 Charges and Invoices

- 1.4.1 The Charges for the Services are set out in the Charges Schedule and the relevant Order.

- 1.4.2 Charges will commence as of the date(s) specified in the Charges Schedule and/or the Activation Date of the relevant Services or SIM Cards, and/or Profile as applicable.

- 1.4.3 The Activation Date of each SIM Card and/or Profile will be the earlier of:
- (a) If the SIM is delivered in Activated or De-activated state, the date the SIM Card is provisioned on DCP;
  - (b) If the SIM is delivered in Test state, the date Customer exceeds the agreed test bundle;
  - (c) or 180 days after the SIM Card was provisioned into test state without using the agreed test bundle; and
  - (d) when the Profile is downloaded and enabled on the eUICC Card.
- 1.4.4 Customer acknowledges that the Charges in relation to the portion of the Services not supplied directly by Orange or Orange SA, such as roaming services, may be invoiced at a later time.
- 1.5 Obligations of Customer**
- 1.5.1 General Obligations**
- 1.5.1.1 Customer will be liable for any use of the Services by Customer, its Affiliates, and 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.
- 1.5.1.2 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, including but not limited to any restrictions stemming from roaming agreements entered into by Orange or imposed by MNOs;
  - (b) the applicable laws and regulations applicable in the countries where the Service are provided;
  - (c) Orange's instructions, typically security aspects, network and devices requirements.
- 1.5.1.3 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.
- 1.5.1.4 Unless otherwise agreed with the Parties, Customer will not, and will ensure that its Affiliates and the Users will not, use IoT Connect Advanced Services for voice over IP, peer-to-peer and streaming. In this Clause, "peer-to-peer" means a file exchange technology between Internet users, enabling two computers or mobile devices 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). When voice over IP, peer-to-peer, and streaming are agreed between the Parties, it will be strictly limited to what is permitted by law.
- 1.5.1.5 When applicable, Customer will provide in a timely and secure manner any information required to identify the User to which an Orange Profile has been allocated and any other information under its control which is legally required for Orange, Orange SA or their Affiliates to respond to an official judicial or regulatory request within the deadlines and in the format imposed by the law or by the judicial and/or regulatory authorities.
- 1.5.1.6 Customer may choose to use GSM Modules not certified by Orange. Customer acknowledges that, should any operational issue linked to a GSM Module, not certified by the Orange SA group companies, arises; Orange reserves the right to (i) modify or deactivate the Service and (ii) charge Customer on a time and materials basis for the correction of such operational issue.
- 1.5.1.7 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 mobile communications standards and are compatible with, and can allow access to, the Mobile Networks. A documents listing certain technical standards and regulations (including design/setup guidelines) is available on the Orange Business Services website.
- 1.5.1.8 Customer will promptly notify Orange of any claim or proceeding in relation to a Service which comes to its attention.
- 1.5.1.9 Prior to entering into an Order for the Services hereunder, Customer has reviewed these Specific Conditions, the relevant Service Descriptions, and has obtained all relevant information advice required from Orange. Further, by entering into the relevant Order, the Customer hereby agrees that the Services are suitable for its requirements.
- 1.5.1.10 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.
- 1.5.1.11 Where Customer orders eUICC Cards, Customer acknowledges that to the extent a SIM Card is sold, the transfer of ownership of the SIM Card only includes the medium on which the Services are provided. Any technical specification and/or software and/or elements of secured authentication under Mobile networks and IT environment used to deliver the Services, will remain the property of Orange.
- 1.5.1.12 In the event a SIM Card is lost or stolen and/or a fraudulent use of a Profile is detected, Customer shall immediately notify Orange and Orange will deactivate the access to the Orange Network. This deactivation 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 and/or Profile before the 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 and/or the Profile may be charged in accordance with the Charges Schedule.

1.5.1.13 Unless otherwise agreed between the Parties and Orange is the SIM Cards provider, Customer undertakes to return any faulty SIM Card to Orange.

1.5.2 **Obligations relating to eUICC Cards and Profiles**

1.5.2.1 When the eUICC Cards are not acquired from Orange, Customer will either request Orange Bootstrap Profile to be preinstalled on the eUICC Cards, or will download and activate Orange Profile on the eUICC Cards. Customer will ensure that eUICC Cards are compliant with GSMA specifications and standards.

1.5.2.2 Customer will collaborate with Orange for any issue relating to eUICC operations and management. More specifically but not only, Customer will ensure that a Transfer Plan and setup will be discussed between Orange and its third party supplier.

1.5.2.3 Upon request of Orange, unless otherwise agreed between the parties, the Orange profile will be deleted from the eUICC Card after the swap to another operator Profile.

1.5.2.4 Upon request of Customer, Orange may agree that the Customer continue to use the Services. In this case, the Services will be extended for a maximum period of twelve months. At the end of this period, the Services will be terminated and the SIM Cards numbers reallocated. This alternative begins once the Customer has notified Orange that he requests a fleet migration.

1.5.3 **Closed User Group**

1.5.3.1 The use of 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. The Customer warrants that the Services will at all times be used exclusively for transmissions of data between remote Machines and servers, except as otherwise agreed to in writing by Orange. SIM Cards will only be used in Machines and for M2M applications and will under no circumstances be used in "GSM Gateway" devices or similar equipment.

1.5.3.2 Customer will strengthen the access restriction to a specific "Closed User Group" through optional barring services for Packet Data, SMS and Voice bearers upon request from Orange.

1.5.4 **Security**

1.5.4.1 Customer shall ensure the security of login(s) and password(s) that Orange will provide in relation with the performance of the Services.

1.5.4.2 Customer shall control at all times the use and access to connection information; protect the confidentiality of connection and other user passwords, and change passwords after the termination of any Customer's employees or agents contracts.

1.5.4.3 Customer will be liable for any consequences of a malfunction of the Services resulting from any use (either by members of its staff or by any person to whom Customer has supplied its password(s)) in a manner that does not comply with the terms of this Agreement.

1.5.4.4 Customer undertakes to have a written policy readily available (such policy to be regularly updated by Customer) concerning Customer's working stations and/or equipment so as to avoid all virus or hacker intrusion.

1.5.4.5 Notwithstanding any previous clauses, the Customer shall:

- regularly change the passwords controlling access to Orange's resources used in the context of the Services and use robust passwords;
- equip working stations or any equipment that may be used in the context of the Services with up-to-date, active anti-virus software;
- provide Orange with written copies of its policies for combating malicious codes (in particular, the anti-virus products used on workstations and servers, its policy on updating anti-virus signatures and engines and its policy on security update applications on workstations and servers);
- notify Orange if it detects or reasonably suspects malicious action or a security incident which could affect the resources of Orange using the procedures and contacts determined between the Parties (e.g. virus crisis or intrusion). In case of an incident threatening the security of Orange's resources, Orange may suspend without notice, the connection and access to the Services for the time needed to solve the incident;
- not knowingly transmit any electronic and/or logic item via the Services that would cause or be likely to cause damage of any nature whatsoever to Orange computer systems and networks.

1.5.4.6 Customer acknowledges that the system which is provided by Orange under this Agreement will register occurrences which influence the security of data and of the IT and communications systems itself in a way that would enable to track the operations done by the User according to the relevant privacy rules applicable to the Customer. The IT and communications systems may register such occurrences as: wrong data loading, errors in application, or errors in equipment. Logs must be recorded and stored for a specified time according to the applicable law. The collected information allows identifying the anomalies in the way the system works, and is also the source of knowledge which is essential for the post-occurrence analysis.

1.5.4.7 Any specificity regarding security in relation with the provision of the Services shall be agreed between the Parties and provided for in the corresponding Order.

## 1.6 Regulatory Obligations

### 1.6.1 General

- 1.6.1.1 Customer will provide the necessary assistance and information when required from 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 any official request within the deadlines imposed by the law or by any competent authorities.
- 1.6.1.2 Customer will comply with all regulatory obligations relating to the provision of the Value Added Solution by Customer and its Affiliates to the Users.
- 1.6.1.3 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 any institution constituted under the law of the location in which the IoT Connect Advanced 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.
- 1.6.1.4 Orange reserves the right at its sole discretion to amend these Specific Conditions to comply with any legal regulatory or roaming requirements imposed from time to time by any competent authority in relation to the provision or use of the M2M Services.
- 1.6.1.5 Orange will not be liable to Customer for any changes required to the Services, which are a consequence of legal or regulatory compliance requirements.
- 1.6.1.6 Orange will be fully entitled to refuse, suspend or discontinue the provision of Services to Customer or any User in any Location by providing to Customer as much prior notice as is appropriate under the circumstances, if Orange, in its reasonable discretion, determines that the provision of Services will in any way jeopardize Orange's ability or authority to provide the Services (either to Customer, any User, or any other customer or generally) in any country, in the event of such refusal, suspension, or discontinuation of Services, the Parties will discuss in an attempt to find an alternative solution, if any, that would allow the provision of the relevant Services to that Location.

### 1.6.2 European Roaming Regulation and Customer Information

- 1.6.2.1 Unless Customer has selected an alternative M2M Service, with effect from 15th June 2017, Customer will benefit from the Roam Like at Home European Regulation. Accordingly, Orange will apply the same domestic tariffs for any roaming services wherever the Customer is roaming in the European Economic Area. Such domestic tariffs will be based on tariffs in France.
- 1.6.2.2 Where Customer has selected an alternative M2M Service which has lower tariffs in a wider zone than the European Economic Area, Customer waives its rights to benefit from the Roam Like at Home European Regulation. In such scenario, an annual notification will be sent by Orange to provide the Customer an opportunity to select a M2M Service compatible with the Roam Like at Home European Regulation. If Customer selects a compatible M2M Service, Customer acknowledges that there may be an impact on the Charges for the countries outside of the European Economic Area, in which case, unless otherwise agreed by the Parties in writing, Customer will be deemed to have accepted such revised Charges for those countries.
- 1.6.2.3 **Local Breakout.** The European Roaming Regulation further requires, from 1st July 2014, 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.

## 1.7 Orange Obligations

- 1.7.1 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.
- 1.7.2 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 or any IT systems used to deliver the Services;
  - (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, 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.

- 1.7.3 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. This warranty is excluded when the Customer acquires the SIM Card and/or the medium on which it is provided, from a third Party;
  - (f) any security breach resulting from the decision of the Customer to open the universal APN to alternative Mobile Network operators; and
  - (g) any security breach resulting from an act of the Customer that is a breach of Orange's instructions.
  - (h) the end-to-end execution of Profile migration.

1.7.4 When applicable, Orange can organize the recycling of SIM cards (hardware). Recycling may be subject to additional charges.

## **1.8 GMA**

1.8.1 Orange is a member of GMA. The GMA is an alliance established between Orange, TeliaSonera, Deutsche Telekom, Telecom Italia, SoftBank Mobile, Bell Mobility, and Swisscom to provide enhanced M2M connectivity Services to customers.

1.8.2 The cooperation between the partner under the GMA is organized as follows:

- (a) The Initial Relationship Partner (IRP): One operator acts as the central point of contact for managing Customer engagement, consolidating Customer's requirements, coordinating the solution delivery (i.e. customer implementation) with the supporting operators.
- (b) The Support Operators (SO): one or several operators support the IRP to provide the Services to Customer.

1.8.3 Each operator is responsible to deliver the Services, communicate to Customer the prices of their subscription packages and direct services. Each operator manages its own commercial conditions, service description and specific conditions and presents them to Customer.

1.8.4 When requested by Customer, Orange will use reasonable endeavors to procure, through the GMA, that the relevant domestic operator will provide directly to Customer a written proposal for the provision of mobile connectivity and related services in the corresponding Country.

1.8.5 Orange will act as an intermediary between the Customer and the relevant domestic Operator in the countries where the Services are available.

1.8.6 Where the Customer agrees to a proposal, Orange will use reasonable endeavors to procure that the relevant domestic Operator shall enter into a specific services agreement relevant to the services. The Parties explicitly acknowledge that Orange does not act as an agent for any of domestic operator and (ii) no domestic Operator acts as an agent for Orange.

## **1.9 SIM Card Ownership and Brand**

1.9.1 Unless specifically agreed otherwise, 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. Any technical specification, software, or intellectual rights remain the property of Orange or its subcontractors.

1.9.2 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.

1.9.2.1 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.

## **1.10 Suspension and Termination**

1.10.1 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 thirty (30) days of notice of the breach being given by Orange.

1.10.2 Customer will not be entitled to any compensation or remedy on the termination of a Service, or the Agreement, as permitted by the Agreement.

1.10.3 Zombie SIM Cards. Upon deactivation of a SIM Card and upon termination of the Agreement, Customer will cease all use of the SIM Card(s). Customer will either remove the SIM Card(s) from the Machine, or ensure that the Machine is disabled or switched off and does not try to re-connect with the disabled SIM Card. Customer will remain liable for any continued use, traffic or signaling of the SIM Cards.

1.10.4 Orange may require the Customer to return SIM Cards at the end of the subscription period or at the end of the Agreement.

**1.11 Conditions for Use of the IoT Connect Advanced Services**

1.11.1 Customer may use the IoT Connect Advanced 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 herein.

1.11.2 Customer can only commercialize the IoT Connect Advanced Services as an integral part of the Value Added Solution and in the Territory.

1.11.3 The Services acquired from Orange under this Agreement are meant to be included in a Product designed or developed by Customer and not resold on a stand-alone basis. Hence, Customer will not resell the IoT Connect Advanced Services or any part of them.

1.11.4 Customer will not re-rate invoices for IoT Connect Advanced Services or part thereof 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).

1.11.5 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.

1.11.6 Customer will further ensure that its level-1 support desks have incident management processes and triage that links to level-2 service support provided by Orange (network operator), device manufacturer and application provider.

1.11.7 Unless otherwise expressly agreed by Orange, Customer will not combine the SIM Cards with technical solution(s) which re-route communications, allow the sharing of the IoT Connect Advanced Services between more than one user, or the establishment of connections outside the Closed Users Group.

1.11.8 Customer will not make any promises or representations or give any warranties or guarantees in respect of the IoT Connect Advanced Services except as first agreed with Orange.

1.11.9 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 IoT Connect Advanced Services and the restrictions contained in this Clause.

1.11.10 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.

1.11.11 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.

**1.12 Discontinuity**

1.12.1 In accordance with Clause [...], Orange reserves the right to change the Specific Conditions, including platform features and/or network and/or IT systems used to deliver the Services. If such change affects significantly the Services delivered to the Customer, Orange will aim to notify Customer at least thirty (30) days prior to the expected date of the change.

1.12.2 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.

1.12.3 Orange will use reasonable endeavors to propose an alternative service if feasible.

**END OF SPECIFIC CONDITIONS FOR IOT MANAGED GLOBAL CONNECTIVITY: IOT CONNECT ADVANCED SERVICES (ORANGE SA)**