



PUBLICATION 1 SPECIFIC CONDITIONS FOR IOT MANAGED GLOBAL CONNECTIVITY: IOT CONNECT EXPRESS 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).

"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) or **"2.75G"** 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) or **"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 the Machines and the **Mobile Networks**.

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

"HSDPA" (High-Speed Downlink Packet Access) or **"3G+"** or **"3.5G"** means the extension to the UMTS telephone network intended to increase the speed of data services using packets.

"LTE" (Long-Term Evolution) or **"4G"** is an evolution of the GSM/EDGE and UMTS/HSPA network technologies, increasing the capacity and speed using a different radio interface together with core network improvements.

"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 premises mainly for a predefined use case.

"Machine" (or **"Remote Machine"**) means autonomous equipment remote from the server, able to communicate using a compatible Terminal by utilizing a packet data circuit. This equipment 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 for service requirements.

"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 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 whole rates, and then sets retail prices independently.

"Orange SA" means Orange SA, a public limited company registered in France, with its office located at 111 quai du Président Roosevelt 78 rue Olivier de Serres, 92130 Issy-les-Moulineaux 75015 Paris, France, registered at the Paris Trade and Companies Register under N° 380 129 866. It may be referred as Orange Business in the Specific Conditions.

"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 for 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.

"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 Mobile Networks.

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

"UMTS" (Universal Mobile Telecommunications System) or **"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 Express 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 Express Services provided by Orange SA, a Mobile Network Operator, operating under French regulations and Laws.
- 1.2.2 The Specific Conditions for IoT Connect Express Services apply to the IOT Managed Global Connectivity: IoT Connect Express Services and 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 Express Services) or may define a delivery schedule for the SIM Cards.

1.4 Charges & 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, as applicable.
- 1.4.3 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, (d) unless otherwise agreed in the Charges Schedule, 210 days after Customer moved the SIM Card into test mode without using the agreed test bundle, or (e) unless otherwise agreed in the Charges Schedule, 90 days after SIM Card pre-activation without moving the SIM Card into Test or Sleeping mode.
- 1.4.4 The Service Term of each SIM Card will start as from the Activation Date of the SIM Card.
- 1.4.5 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 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.
- 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; and
 - (b) the applicable laws and regulations applicable in the countries where the Service are provided.
- 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 Customer will not, and will ensure that its Affiliates and the Users will not, use IoT Connect Express 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 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).
- 1.5.1.5 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 Group, 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.

- 1.5.1.6 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 website.
- 1.5.1.7 Customer will promptly notify Orange of any claim or proceeding in relation to a Service which comes to its attention.
- 1.5.1.8 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.
- 1.5.1.9 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.
- 1.5.1.10 Customer acknowledges that, to the extent a SIM Card is sold, the transfer of property of the SIM Card includes only the hardware. Any technical specification and/or software and/or elements of secured authentication under Mobile networks, remains Orange's property.
- 1.5.1.11 In the event a SIM Card is lost or stolen, Customer shall 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.
- 1.5.1.12 Customer undertakes to return any faulty SIM Card to Orange.
- 1.5.2 **Closed User Group**
- 1.5.2.1 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 will only be used in Machines and for M2M applications and will under no circumstances be used in 'GSM Gateway' devices or similar equipment.
- 1.5.2.2 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.
- 1.6 **Regulatory Obligations**
- 1.6.1 **General**
- 1.6.1.1 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 any official request within the deadlines imposed by law or by any competent authorities.
- 1.6.1.2 Customer will comply with all regulatory obligations related to the provision of the Value-Added Solution by Customer and its Affiliates to the Users.
- 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 Express 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 consult with each other 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 The 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:
- roaming Euro-tariff for voice;
 - possibility to receive additional information via free call to a dedicated number;
 - roaming Euro-tariff for SMS;

- roaming tariffs for MMS and data when they initiate the first data session;
 - possibility to call European emergency services (112) free of charge.
 - 1.6.2.2 The 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 customer ("**Bill Shock Alert**").
 - 1.6.2.3 The European Roaming Regulation states that this obligation of tariff information does not apply to Machine-to-Machine Services.
 - 1.6.2.4 The exceptions described in Clause 1.6.2.3 are therefore applicable to the IoT Connect Express Services and Customer hereby accepts that the information referred to in Clause 1.6.2.1 and the transparency measures referred to in Clause 1.6.2.2 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.
 - 1.6.2.5 **Local Breakout.** European Roaming Regulation further requires, from 1 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 is 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:
 - the maintenance, improvement, redevelopment, or extension work on the Mobile Networks' facilities;
 - the hardware or software, other than the SIM Card, used by Customer, its Affiliates, or the Users;
 - the actions of a third party other than a subcontractor or supplier of Orange;
 - the improper use and malfunctioning of the Internet or of services accessed via the Internet or computer viruses transmitted over the Internet;
 - reasons outside of Orange's control, 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;
 - the reliability of data transmission, access times, any access restrictions that may arise on specific networks and/or servers connected to the Internet;
 - technical incompatibility between the Mobile Networks and an intranet access security solution contracted by Customer from a service provider; and
 - 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:
 - the incorrect utilization of the SIM Cards or the Services;
 - the data transmitted or content of calls and messages, or the damage they may cause;
 - the use of the Services (including of the SIM Cards) by Customer, its Affiliates or the Users;
 - any loss or theft of a SIM Card;
 - 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;
 - any security breach resulting from the decision of the Customer to open the universal APN to alternative Mobile Network operators.
 - 1.7.4 Orange can organize the recycling of SIM cards (hardware). Recycling may be subject to additional charges.
- 1.8 SIM Cards Ownership & Brand**
- 1.8.1 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.
 - 1.8.2 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.
 - 1.8.3 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.
 - 1.8.3.1 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.

1.9 Suspension and Termination

- 1.9.1 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 thirty (30) days of notice of the breach being given by Orange.
- 1.9.2 Customer will not be entitled to any compensation or remedy on the termination of a Service, or the Agreement, as permitted by the Agreement.
- 1.9.3 **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.
- 1.9.4 Orange may require the Customer to return SIM Cards at the end of the subscription period or at the end of the Agreement.

1.10 Conditions for Use of the M2M Services

- 1.10.1 Customer may use the IoT Connect Express 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.
- 1.10.2 Customer can only commercialize the IoT Connect Express Services as an integral part of the Value-Added Solution and in the Territory.
- 1.10.3 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 Express Services or any part of them.
- 1.10.4 Customer will not re-rate invoices for IoT Connect Express 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).
- 1.10.5 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.
- 1.10.6 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.
- 1.10.7 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 Express Services between more than one user, or the establishment of connections outside the Closed Users Group.
- 1.10.8 Customer will not make any promises or representations or give any warranties or guarantees in respect of the IoT Connect Express Services except as first agreed with Orange.
- 1.10.9 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 IoT Connect Express Services and the restrictions contained in this Clause.
- 1.10.10 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.
- 1.10.11 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.

1.11 Discontinuity

- 1.11.1 In accordance with Clause 1.6.1.4, Orange reserves the right to change at any time the Specific 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.
- 1.11.2 Orange reserves the right to discontinue the provision of a Service in whole or in part. In such case, Orange will aim to notify Customer at least six (6) months prior to the expected date of such discontinuation. For any discontinuation of the Service, the Orders will terminate correspondingly at the date of such discontinuation. Customer will not be entitled to any damage or remedy for such discontinuation.
- 1.11.3 Orange will use reasonable endeavors to propose an alternative service if feasible.

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