

PUBLICATION 1 SPECIFIC CONDITIONS FOR IOT MANAGED GLOBAL CONNECTIVITY: IOT CONNECT ADVANCED SERVICES, OPTION INTERNET ON THE MOVE

1.1 Introduction

The Internet on the Move Service (IoT Service) is an option of the IoT Connect Advanced Service (IoT Service). The following documents set out in the Service Publication shall supplement these Specific Conditions:

- Managed Global Connectivity: IoT Connect Advanced Specific Conditions
- IoT Terms of Use - see Exhibit A of these Specific Conditions.

1.2 Definitions

All capitalized terms used but not defined in these Specific Conditions will have the meanings set out in the General Conditions or Operational Conditions, as applicable.

"Account" means an account attributed to a User by the Customer, running from activation to expiration, which allows Internet access to the User by means of the Equipment embedded in the Value Added Solution.

"Applicable Local Laws" means all laws, rules, and regulations, of any Authority applicable as of the Effective Date in the Territory where the Customer provides the Value Added Services, and more especially the IoT Service, including but not limited to those regarding Tax, data protection, export, consumer protection, and anti-corruption.

"Authority" means any (a) foreign, national, federal, provincial, state, regional or local government or subdivision thereof, agency, bureau, commission, court, department, entity, official, political subdivision, tribunal or other instrumentality of any government, or body exercising executive, legislative, judicial, or administrative functions of or pertaining to government, or (b) arbitrator or panel of arbitrators, in each case having or exercising jurisdiction over the Parties.

"Bucket" means access to the Internet for a defined quantity of data and for a defined duration that may or may not be renewable, in a defined Territory.

"Commissionaire" means the model whereby the Customer distributes the IoT Service in its own name but on behalf of Orange, the Principal, in the framework of a commission contractual relationship.

"Consumer Connectivity" means all the data routed by the Equipment to the APN dedicated to Internet access, with or without National IP functionalities, as part of the IoT Service provided by Orange to Users.

"Customer Connectivity" means all the data routed by the Equipment to the APN provided by Orange as part of the IoT Service.

"Customer's offer" means the Value Added Solution sold by the Customer to Users integrating the IoT Service.

"Distribute" or **"Distribution"** means the integration of the IoT Service by the Customer into its Value Added Solution and the sale of such Solution, albeit on behalf of Orange as far as the IoT Service is concerned by the Customer within the Territory to the Users.

"Equipment" means the equipment supplied by the Customer under its liability, enabling a User to use the IoT Service.

"IoT Service" means the Managed Global Connectivity IoT Connect Advanced Service.

"IoT Portal" means Orange's online platform used to manage the IoT Service, such system being a web-based secure application accessible to the Customer or User depending upon the version, allowing such party to interact with Orange and to activate Accounts. It can be replaced by a set of APIs (application programming interfaces) when the Customer prefers to rely on its own Portal to manage the Customer's usages.

"IoT Service Description" means the document that describes the IoT Service and that is set out in the Orange's publication portal.

"IoT Service" means the Managed Global Connectivity IoT Connect Advanced Services Option IoT. This Service is an internet access service provided by Orange as it is specified in the IoT Service Description. The IoT Service must be integrated into the Customer's Value Added Solution.

"IoT Terms of Use" means the general conditions of use of the IoT Service, including the main characteristics, performance, and limitations of the IoT Service and the stipulations related to liability regarding the provision of such Services. Those Terms of Use, after being translated under the responsibility of the Customer into the language of the User, will have to be included, without any modification of any kind, by the Customer within its own Terms and Conditions related to the Value Added Solution and will have to be agreed to by the User(s).

"Manufacturer" means the Customer when used towards the Users within the Terms of Use. It is the responsibility of the Customer to define the term "Manufacturer" as being itself within its own Terms and Conditions towards the Users, when integrating IoT Terms of Use within the Customer's Terms and Conditions.

"National IP" means the Service configuration whereby Orange assigns, at Customer's request and if feasible, a local public IP address to the Customer's Equipment serving the specific Territory in which the Equipment is localized.

"Orange Affiliate" means an Affiliate of Orange SA which is empowered to distribute the Services in the Territory(ies).

"Personal Data" means any information related to an identified or identifiable individual person collected and processed within the provision and distribution of the IoT Service. An identifiable individual person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data,

an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"Principal" means Orange which entrusts the distribution of the IoT Service to the Customer, the Commissionaire.

"Regulation" means (a) any applicable rule, regulation, ordinance, ruling, order, award, injunction, recommendation, or other official action of any Authority, and (b) any official change in the interpretation or administration or application of any of the foregoing.

"Service Impacting Change" means a change to the IoT Service or the IoT ecosystem, including, without limitation, any change related to any new applicable laws and regulations, Orange Roaming Partners agreements, or software platforms used to deliver the IoT Service. A Service Impacting Change may lead Orange to either: (a) change the IoT Service, the platform features, and IT systems used to deliver the IoT Service; or (b) discontinue the IoT Service in its entirety or in part in a Territory.

"Service(s)" shall have the same meaning as "IoT Service(s)" as defined above.

"Simplified Solution" means the Service configuration whereby Orange assigns a French public IP address to the Customer's Equipment regardless of the specific Territory in which the Equipment is localized. This configuration will apply when the National IP option is not chosen by the Customer or is not available in the specific Territory in which the Equipment is localized.

"Territory" means the geographical area(s) where these Specific Conditions are applicable as defined in the IoT Service Description.

"User" means each of the Customer's own customers (who are individual natural persons, end users of the Value Added Solution), for whom Customer has activated an Account to use the IoT Service.

"User's Contract" means the Agreement and/or contract between the Customer and a User related to the selling of or the subscription to the Value Added Solution that includes the IoT Service.

"Value Added Solution" refers to Customer's products or services integrating Managed Global Connectivity IoT Connect Advanced Services Option IoT (the IoT Service) in the Solution to be provided by the Customer and its Affiliates to its Users.

1.3 Scope

Orange, through its Affiliates, provides telecommunication services including mobile numbering resources, internet access services, and machine-to-machine services. Orange provides these services in France using its own network in France and in other countries through Affiliates or partnerships, using its Roaming Partners Mobile Networks.

The IoT Service enables Customers who manufacture Equipment requiring connectivity for functionality updates, maintenance, or security purposes to integrate internet access services into their Value Added Solutions.

1.4 Commissionaire Model

Orange, acting as Principal, authorizes Customer, acting as Commissionaire, to distribute the IoT Service to Users in the Territory. Customer must include the IoT Service in its own Value Added Solution.

This Commissionaire model governs the relationship between the Parties, and both Parties will comply with the obligations associated with their respective roles.

1.5 Distribution

Customer may distribute the IoT Service on a non-exclusive basis when integrated in a Value Added Solution, subject to the terms and conditions set forth in these Specific Conditions.

1.6 Territory and Coverage

Customer may provide the IoT Service to Users only in the Territory set forth in the IoT Service Description. The IoT Service must be included in a Value Added Solution. Customer must not offer the IoT Service in any jurisdiction or geographical area other than the Territory without Orange's prior written consent, which may be withheld in Orange's sole discretion. Customer will not knowingly offer the IoT Service in any jurisdiction where performance is prohibited by Applicable Laws.

Customer agrees and acknowledges that: (a) the IoT Service may not be available in some parts of the Territory due to technical or coverage issues that Users may encounter from time to time; and (b) all coverage maps that Orange may provide to or for the Customer or Users from time to time are indicative only, as the IoT Service uses networks that are not operated worldwide by Orange.

Each Party will keep the other informed of any requirement of Applicable Local Laws, whether existing or likely to come into force, that could in any way preclude or prohibit the sale of the IoT Service in the Territory or the performance by the Parties of their obligations under the Agreement. If any Applicable Local Law prohibits the provision of the IoT Service in a Territory or geographical area, Orange shall be entitled to unilaterally suspend the IoT Service in any such Territory or geographical area from the Territory by written notification to Customer. In this case, Orange may, in its discretion immediately (a) deactivate access to the IoT Service for all existing Users in the concerned Territory or geographical area, and/or (b) prohibit Customer from continuing to associate the IoT Service with its Value Added Solution commercial offers in the concerned Territory or geographical area. Customer will at all times refrain from provisioning Value Added Solutions including the IoT Service whenever it discovers that such activity cannot be carried out in accordance with any Applicable Law and/or any Applicable Local Law.

Customer may integrate into their Value Added Solution other internet services from third-party telecommunications service providers. Orange acknowledges that, in order to satisfy Customer's request to benefit from the IoT Service and IoT Service through a single SIM Card, (a) the IoT Service is provided together with the IoT Service, and (b) it is not possible to replace the IoT Service with a third-party alternative service without changing the IoT Service.

1.7 Orange Obligations

Orange, directly or through any of its Affiliates, will:

- (a) provide the IoT Service to the Users in the corresponding Territory on a commercially reasonable efforts basis;
- (b) comply, where applicable, with its regulatory obligations as they result from the Applicable Local Law in the Territory, excluding regulatory obligations pertaining to any contractual relationship with the Users, which will be assumed by the Customer;
- (c) provide the Customer with access to the IoT business Portal or via APIs, allowing the creation, suspension, and closing/resignation of IoT Service access(es) for Account(s) (resulting from the subscription of contract(s) between the Customer and the Users), subject to the prior communication by the Customer to Orange of all the information and data that Orange needs to collect according to Applicable Local Laws, in particular the telecommunications regulations in the Territory (the way this access will be provided is described in the IoT Service Description);
- (d) provide the Customer with the IoT Terms of Use, as well as any update of them, in order for the Customer to incorporate them in its own commercial Value Added Solution Terms and Conditions without any modification of any kind; (d) conduct quarterly reviews of sales projections with the Customer, or more frequently on the reasonable request of either Party; and
- (e) provide the Customer with reasonable technical support, including Level 2 support for the Customer related to the IoT Service, provided that the Customer has first used all efforts to provide its own support to Users using the processes and procedures defined with Orange;

The Customer agrees and acknowledges that it is fundamental to Orange, its Affiliates, and its Roaming Partners that the systems and networks through which the IoT Service is delivered are protected at all times. Accordingly, Orange, its Affiliates, and its Roaming Partners are entitled at all times and from time to time in their absolute discretion to take any and all steps as they deem appropriate to protect their networks.

1.8 Customer Obligations

Customer will:

- (a) use commercially reasonable efforts to promote, market, distribute, and maximize sales of Value Added Solutions that integrate the IoT Service in the Territory in accordance with the agreed indicative sales projections;
- (b) subject to Applicable Local Laws and without prejudice to the Customer's right to implement the terms the Specific Conditions, ensure it shall take no action, or omit to take action, that would hinder or prejudice the promotion, marketing, distribution, and sales of the IoT Service;
- (c) use the IoT Service for its intended purpose, which is to enrich the Manufacturer's Equipment with a connected experience for their Users with a variety of online connected services such as, but not limited to: web radio, live music and/or video streaming, use of online traffic and driving assistance applications, GPS localization, and online gaming; and ensure that the IoT Service must not be used for large-scale software deployments for Manufacturer Equipment, such as FOTA (Firmware Over The Air) or MOTA (Map Over The Air) updates;
- (d) maintain properly skilled, trained, and qualified personnel to fully and properly perform its obligations under these Specific Conditions;
- (e) ensure that all agreements, contracts, and arrangements entered into between the Customer and its Affiliates, on the one hand, and Users, on the other hand, related to the subscription of IoT Service and Value Added Solution are in accordance with Applicable Local Laws and specifically, but not limited to, those regarding Tax, data protection, export, consumer protection, and anti-corruption;
- (f) create the Account(s) in accordance with Applicable Local Laws and specifically, but not limited to, those regarding Tax, data protection, export, consumer protection, and anti-corruption;
- (g) incorporate in its Terms and Conditions related to the Value Added Solution that it sells to the Users the latest applicable version of the IoT Terms of Use without any modification of any kind, the Customer committing to include those Terms and Conditions related to the Value Added Solution, including the IoT Terms of Use, in a dedicated section of the contracts signed by the Users;
- (h) operate Level 1 User care services in relation to the IoT Service in accordance with best commercial practices and with all documentation provided to or made available to the Customer by Orange, and transfer to Orange Level 2 support when necessary;
- (i) communicate to Orange, as mentioned in the IoT Service Description, all the Personal Data and information of Users it needs to hold in order to comply with the telecommunication regulation applicable in the Territory such as, but not limited to, the information needed by Orange, and not accessible to the latter, to reply to lawful interceptions and identification if required;
- (j) inform and communicate immediately to Orange any User request related to access to, rectification or erasure of any of User's Personal Data controlled by Orange;

- (k) assist Orange or any Orange Affiliate, upon request and to the extent reasonably requested by Orange, in any legal or regulatory matter related to the provision of the IoT Service; and
- (l) maintain compliance with its obligations set forth in these Specific Conditions.

The Customer shall carry out and perform all of its duties and responsibilities in a professional manner and, at all times, acting in good faith and consistent with best practice and Applicable Local Laws. The Parties agree that Customer will distribute to Users the IoT Service associated with its Value Added Solution in compliance with local consumer laws applicable in the Territory. Customer is fully responsible toward its Users for having in place the appropriate processes and conditions in order to be compliant with these local consumer laws and regulations in effect in the Territory and cannot engage the responsibility of Orange.

As the Customer expressed and accepted, it will be the sole and only responsible towards Orange for any use of the IoT Service by the Users whatever the matters concerned.

1.9 IOTM Business Portal Management

Customer shall access the IoT business Portal or use APIs and manage Accounts, in accordance with the processes set forth in the IoT Service Description.

All User Identification Information shared with Orange by the Customer, either via the API or via the IoT business Portal, for the creation of the User Account shall be considered verified by the Customer and conforming to the requirements set forth by local legislation.

Unless the Customer has subscribed to the Orange complementary "ID Cross-Check" Service which will verify the User's identity on the Customer's behalf, the Customer will be considered to have its own conforming method in place to verify the User's identity before sharing the User's identity data with Orange.

Additionally, it is the Customer's responsibility to update the User identity information and data via the APIs or IoT business Portal to ensure all User identity information and data held by Orange is complete, correct, and up to date.

1.10 Subscriber Users Contracts and Management

The Parties agree and acknowledge that Users will have a contractual relationship only with the Customer and not with Orange (or any Orange Affiliate), it being understood that the IoT Service is delivered by Orange to the Customer in order for the Customer to distribute such Service to Users as a Commissionaire. Accordingly, the Customer is solely responsible for ensuring that all its contracts with the Users are compliant with Applicable Local Law.

All communications concerning the IoT Service provision will be made by the Customer to the Users, with the help of Orange if needed, but always under the responsibility and in the name of the Customer.

Subject to Applicable Local Law, all pricing and fee arrangements as between the Customer (and Customer's Affiliates) and Users remains solely at the discretion of the Customer.

1.11 Regulatory and Licensure

Orange will comply with its regulatory obligations as they result from the Applicable Local Law in the Territory, excluding regulatory obligations pertaining to any contractual relationship with the Users, which will be assumed by the Customer.

For traffic passing through the IoT APN (Consumer Connectivity), the User is solely responsible for all content or communications.

For all traffic passing through other IoT APNs (Customer Connectivity), the Customer will be the sole responsible for all content or communications.

In order to be compliant with the roaming agreements that Orange has signed with other Roaming Partners operators to fulfil the service outside of France it is mandatory that:

- the IoT Service is provided to the Users, as demanded by the Customer, as a complement of the IOT Connect Advanced Service (Machine to Machine Service) provided to the Customer under the Agreement.
- the Customer distributes to the Users a Value Added Solution that associates and packages the IoT Service delivered by Orange with other services such as applications.

Each Party acknowledges and agrees that it has retained its own regulatory counsel to provide legal and regulatory advice regarding its activities under the Agreement, including in regard to the remote risk that the Customer, as long as the IoT Service is delivered by Orange to the Customer in order to be distributed by it as a Commissionaire to the User, may be deemed an electronic communications service provider by applicable regulatory authorities. Each Party fully disclaims any claim of reliance on the advice or guidance provided by the other Party with respect to such matters and its decision to enter into the Agreement.

If required by Applicable Local Law, the Customer shall obtain and maintain, before any activation of an Account by a User in the Territory, and at its own cost and expense, all operating permits, licenses and other authorizations and registrations needed for the commercialization of the Value Added Solutions include the IoT Service in the Territory.

If the Customer becomes aware that any requisite operating permit, license, or other authorization or registration has not been obtained or renewed, or if the same has been removed or refused, it shall promptly notify Orange. In such circumstances, Orange in its absolute discretion may decide to suspend the provision of the IoT Service without any liability or indemnification for the benefit of the Customer, the Customer's Affiliates, its Sub-distributors, or the Users, if it becomes illegal or non-compliant for Orange not to do so and/or for the Customer to distribute the IoT Service.

The Customer agrees to implement this clause in its agreements with its Affiliates, Sub-distributors and in its User's Contracts as well.

1.12 Marketing

In advertising, marketing, and promoting its Value Added Solutions, the Customer undertakes:

- (a) Not to alter any of the technical descriptions or specifications of the IoTM Service given to the Customer by Orange;
- (b) Not to misinform any User regarding the technical features and capabilities of the IoTM Service in any manner;
- (c) To comply with all Applicable Laws in relation to such advertising, marketing, and promotion;

1.13 Data Protection

1.13.1 **Definition.** In these Specific Conditions, references to "**Controller**", "**Processor**", "**Data Subject**", "**Processing**", "**Personal Data**", and "**Personal Data Breach**" (or to the nearest equivalent term) will have the meanings as set out in the Data Protection Legislation. "**Data Protection Legislation**" means the EU Regulation 2016/679 of 27 April 2016 (the "**General Data Protection Regulation**" or "**GDPR**") and/or any other applicable legislation relating to privacy and/or the protection of Personal Data in force, as amended from time to time.

Both Parties are committed, for what concerns them and in their respective capacities, to protect Personal Data in accordance with applicable personal data protection and information security laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 (the "GDPR"), EU privacy legislation, and other applicable national personal data protection laws.

The Orange Business privacy policy can be found at <https://www.orange-business.com/en/privacy-policy>. The privacy policy of Orange Business, especially as it relates to the processing of the Personal Data of Users, of Customer's employees ("Data Customer"), and Orange's employees, and more globally all the Personal Data processed within the provision of the IoTM Service, is supplemented hereafter and within the IoTM Terms of Use.

1.13.2 **General Provision.** Unless otherwise expressly agreed by the Parties, each Party is an independent Controller or may act as a Processor in respect of any Personal Data that it collects and processes under these Specific Conditions depending upon the treatments described in the IoTM Service Description.

Each Party will comply with their respective obligations under applicable Data Protection Legislation in relation to the Processing of Personal Data in connection with these Specific Conditions, including the implementation of appropriate security measures, confidentiality, and lawful transfers of Personal Data.

When Orange or its subcontractors process Customer Personal Data for their own purposes, independently of Customer's instructions, Orange or its subcontractors act as Controller, but not as joint Controllers, of the Customer Personal Data and will process such Personal Data as described in the Privacy Policy for Customers and Prospects available at <https://www.orange-business.com/en/personal-data>, as may be updated from time to time (the "**Provider Privacy Policy**").

For all processing performed by the Customer, the Customer undertakes to communicate to Orange its Privacy Policy. Customer, having the relationship with the Users, will provide them with adequate notices by transmitting to them the IoTM Terms of Use and obtain, where required, all necessary and valid consents from its Users to enable lawful collection and transfer of Personal Data to Orange for the purposes of the delivery and execution of the IoTM Service. If a User requests deletion of its Personal Data processed by Orange as Data Controller regarding the IoTM Service, Customer will immediately communicate the request to Orange. Customer will indicate within its Terms and Conditions toward the User that such a request will stop the delivery of the IoTM Service. Orange will not bear any liability resulting from the termination of the IoTM Service, and Customer will not be able to claim any damages.

1.13.3 Mutual Cooperation

Each Party will promptly notify and reasonably cooperate with the other Party:

- upon receipt of a User request to exercise their rights under the Data Protection Legislation. In relation to Data Subject requests of Users, the Parties will comply with the process set out in the Service Description;
- following a request, notice, investigation, or other action of a national data protection supervisory Authority that relates to the Processing of Personal Data for the purpose of these Specific Conditions;
- after becoming aware of any Personal Data breach that relates to Personal Data processed for the purpose of these Specific Conditions.

1.13.4 **When Customer Acts as Processor.** When it is agreed by the Parties in the Service Description and the Terms of Use that Customer must verify and store Users identification documents for the sake of compliance with electronic services providers' obligations in relation to the IoTM Service, Customer will be considered as a Processor and will comply with the obligations set out in Article 28.3 a) to h) of the GDPR (or equivalent terms in the applicable Data Protection Legislation) and will only process such Personal Data as instructed by Orange as a Controller. For this purpose, the information in relation to the Processing and the Personal Data will be as set out in the Service Description.

1.13.5 **When Orange acts as Processor.** When Orange acts as a Processor of the Customer Personal Data, Article 11 and Exhibit 1 of the IoTM Service Description will apply.

1.14 Discontinuity

Orange reserves the right at its sole discretion to amend these IoTM 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 of the Service. In accordance with this, Orange reserves the right to change the IoTM Specific Conditions at any time. In such case, Orange will aim to notify Customer at least thirty (30) days prior to the expected date of the change.

Orange reserves the right to discontinue the provision of the IoTM 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. Upon any discontinuation of the Service, the Orders will terminate correspondingly at the date of such discontinuation. Customer will not be entitled to any damages or remedy for such discontinuation.

Orange will use commercially reasonable efforts to propose an alternative service, if feasible.

EXHIBIT A TERMS OF USE FOR INTERNET ON THE MOVE SERVICE

(Provided by the Manufacturer on behalf of Orange)

This document, including its annexes, constitutes the terms and conditions ("Terms") under which Orange SA and its affiliates ("we", "us", or "our") will supply, through the intermediary of the Manufacturer (the "Manufacturer") of the Equipment (the "Equipment"), to a registered User ("you" or "your") the Internet on the Move Service ("Service" or "IoT Service") as further described in Section 1 below under commercial terms and conditions defined by the Manufacturer acting in its own name and on behalf of Orange. Please read these Terms carefully before you use the Service.

ExA.1 Description and Use of the Service

The Service provides you with the ability to access the internet from your Equipment, as part of a more global set of services called the "Value Added Solution," as designed and proposed directly to you by the Manufacturer, in the geographic countries/zones listed in Exhibit D. For the avoidance of doubt, the Service does not involve voice telephony, VoIP calling, or any SMS functionality. The Service may also be limited by the functionality of the Equipment. Ask the Manufacturer about any limitations on the internet navigation service.

Your Equipment will receive the Service through a SIM profile that has been downloaded by the Manufacturer into your Equipment. Before Service activation, you must register via the Manufacturer and indicate your country of residence to view all Service offers available in your country.

The registration process requires that you authorize the Manufacturer to provide us with your following Personal Information and Data as we determine in our reasonable discretion is necessary to enable us to lawfully provision the Service in your country, such as:

- full name;
- gender (optional);
- primary residence address and country;
- mobile phone number where to address operational notifications related to the service (optional);
- copy of a valid identity document (residence card, driver's license, passport) and ID number (a unique code of numbers or a combination of letters and numbers that identifies a person) for the cross-check of your identity;
- email address;
- Equipment ID: (Vehicle Identification Number, for example);
- IMEI (identification of the telecom component of the Equipment);
- SIM Card identification numbers;
- other information as the case may be.

The Privacy Policy in Exhibit C explains how we collect (via the Manufacturer), use and protect your Personal Information and Data, this in our capacity of data controller.

The Service allowance will be valid for the term of your subscription to the IoT Service integrated within the Value Added Solution provided by the Manufacturer and for the countries indicated in the coverage description detailed in Exhibit D.

ExA.2 Delivery of the Service

ExA.2.1 General Considerations

We will deploy the necessary means to enable the proper functioning of the Service as set out in these Terms.

Because part of the Service is transmitted on third-party networks that we do not control, you understand that signals can be subject to variations depending on the environment in which you use the Service and interference from external sources (e.g. buildings, vegetation). This means that perfect transmission cannot always be guaranteed everywhere. Also, occasionally work may need to be done for the purpose of maintenance, improving, refurbishing, or expanding these third-party networks. This work could result in temporary disruptions. We will not have any liability if the Service is unavailable due to any of the conditions described above, nor in case of any Service disruptions or unavailability related to a force majeure event as defined by applicable law and the competent courts. If you are faced with Service interruptions or other Service issues, you can contact the Manufacturer's Customer Service mentioned in Exhibit D. In the event of any continuous or regularly recurring discrepancy between the actual performance of the Service regarding speed or other quality of service parameters and the performance indicated in the Terms or the Portal, you shall have the right to request reimbursement or additional credit for the use of the Service from the Manufacturer.

The Service is offered and available only for the specific Equipment for which the Service is subscribed and cannot be used for or transferred to any other Equipment or device.

The data transmission speeds depend on the access technologies used and the local characteristics of Service. The estimated maximum download and upload speed on 4G networks is 150 Mbps for downloads and 50 Mbps for uploads.

To guarantee the integrity and performance of the Service, we reserve the right to monitor traffic volumes and perform any reasonable action required to retain that integrity and performance at any time, subject to applicable laws.

The Service may be subject to content blocking which will block certain illegal and/or inappropriate websites or applications. We will apply instructions from the competent authorities and use our reasonable discretion in accordance

with applicable laws to determine which websites will be subject to these blocking and implement such measures as required by the relevant authorities.

If we identify a security threat or vulnerability with respect to the Service, you accept to be notified at your provided email address, of the mitigation measures we are taking and any action we recommend you take.

Depending upon your country of residence and the level of service chosen by the Manufacturer, the IoT Service will include local IP addressing (National IP associated with your country of residence) or French IP addressing (Simplified Solution). It is the responsibility of the Manufacturer to inform you on this matter.

ExA.2.2 Customer Service Help Desk

A Customer help desk service provided by the Manufacturer is available to you and will support you with all your issues, questions and complaints that concern the Service under conditions defined by the Manufacturer.

The Manufacturer with our help will seek to reach an amicable settlement of any issue you have. If you are not satisfied with the resolution obtained from the Customer Service Department, you can log your complaint on the European Commission's online dispute resolution website as defined in Exhibit E.

If we are still not able to amicably resolve any complaints relating to the Service or these Terms, you are entitled to bring legal proceedings in your local courts. These Terms shall be governed by the laws of your country of primary residence, as you have indicated on your Account.

ExA.2.3 Change of the Terms of Use

We are entitled to adapt the Terms of Use should it become necessary due to the technical operation or structure of the Service, or due to any changes to existing, or the evolution and/or creation of new regulations. However, we will not unilaterally change the fundamental features of the Service. Changes made to these Terms of Use shall be communicated to you with one (1) month's prior notice via the Manufacturer.

If the Service must be permanently restricted or terminated because of events outside our control, including imperative technical reasons or statutory or regulatory changes, we will inform you as soon as possible via the Manufacturer.

ExA.3 Your Obligations

You agree that you will not use the Service in breach of our Usage Policy in Exhibit B.

You agree that you:

- (a) have registered or communicated to your Equipment Manufacturer your personal information as stated in ExA.1 using genuine, complete, and truthful information;
- (b) will use only the registered Equipment to access the Service; and
- (c) will take reasonable steps to protect any device you connect to the Equipment when using the Service, including obtaining appropriate protection from viruses, trojan horses, malware, or other threats to the extent reasonably possible with your device.

You may not commercialize the Service, whether partially or in its entirety, directly or indirectly. You undertake to use the Service solely for private use and will not resell it.

For so long as your Equipment is registered to you via the Manufacturer, you are personally responsible to us for the use of the Service on your Equipment, even if parties other than you make use of the Service.

You are responsible for unregistering your Equipment via the Manufacturer if you sell, lose, or otherwise no longer control the use of your Equipment. You will not be responsible for use of the Service after your Equipment is unregistered.

Under no circumstances are you allowed to transfer the Service or your obligations to any third party.

ExA.4 Our Liability

The Service is designed for private use. If you use the Services for any commercial, business or re-sale purpose, we will have no liability for any loss of profit, loss of business, business interruption, or loss of business opportunity.

To the extent permitted by law, we are not responsible for the security of your information.

We encourage you to take appropriate measures to ensure that your confidential information remains secure. We are not responsible for:

- (a) the accuracy, completeness, or timeliness of any information you obtain through the Service, nor are we responsible for any goods or services supplied by any other party, even if those goods or services are accessed through the Service;
- (b) changes of IP address due to operational, technical, netiquette or statutory reasons;
- (c) the detection of abnormal increases in the usage of the Service;
- (d) the provision of email service;
- (e) the content, the nature, the characteristics, the quality and the integrity of the information or data that is sent through the network, nor for any damage that could result therefrom, unless such data or information originate from ourselves;
- (f) the services offered and operated by third parties which can be accessed or ordered through the Service (and the charges for such services), even when we receive remuneration in one way or another, nor when we invoice for

the services on behalf of these third parties. In this respect we act solely in the name of and on behalf of these third parties;

- (g) data, information, or services disseminated via the network. We provide no guarantees in this respect, unless the data, information or services originate from ourselves;
- (h) transactions between you and third parties. We are, unless we expressly agree otherwise, not a party to any agreement that is concluded between you and the third party.

Nothing in these Terms of Use affects your legal rights as a consumer in relation to the Manufacturer.

ExA.5 Your Legal Right of Withdrawal

Please note that as you have subscribed to the Service through the Manufacturer, your rights of withdrawal with respect to that subscription will be governed by the terms between you and the Manufacturer.

ExA.6 How We Deal with Your Personal Data

Our Privacy Policy in Exhibit C explains how we collect (via the Manufacturer), use, and protect your Personal Information and Data.

ExA.7 Software

Any software made available to you by us for the purposes of accessing the Service is free of charge.

You agree not to make any copies or have copies made of any software, nor to decompile when not authorized by local regulation, analyze, or reverse engineer it, nor to create any derived software.

ExA.8 Suspension of the Service

We can wholly or partially suspend and/or discontinue the provision of the Service upon prior notice sent by the Manufacturer when possible or, when necessary, with immediate effect and without prior notice, without you being able to claim any damages from us, in the following circumstances:

- (a) if, in our reasonable opinion, the Equipment you use to access the Service is not protected against open relay/open proxy systems or if damage is caused to the network and/or Service as a result of an open relay or open proxy system;
- (b) if you do not comply with these Terms of Use;
- (c) if the Service is used in breach of our Usage Policy (for example if you request us to stop processing your Personal Information and Data or request that the processing of your Personal Information and Data is restricted) or if there is evidence of fraud;
- (d) if an event outside of our control occurs, which is taken to include imperative technical reasons;
- (e) statutory or regulatory changes.

ExA.9 Ending the Service

The Service will automatically end at the end of the term of your subscription to the Value Added Solution provided by the Manufacturer unless you subscribe anew to the latter.

You can end the Service at any time by unregistering your Equipment via the Manufacturer. You agree to unregister your Equipment when you no longer own or control your Equipment (e.g. due to sale, gift, theft, or loss). Until you unregister your Equipment, you are responsible for use of the Service on it.

The Service will automatically end 30 days after you are notified of a suspension of your Service pursuant to any clause of section 8.1 if the cause for such suspension is not removed within such 30-day period.

If you are responsible for the circumstance that resulted in suspension of Service and have not complied with our reasonable corrective instructions within 10 days of us notifying you of the suspension in accordance with these Terms of Use, we are entitled to immediately terminate the Service without liability for any refund to you.

In the case of your material breach of these Terms of Use that is in violation of applicable law, we can immediately suspend or terminate your Service without prior notice and without recourse to the courts, and without any refund to you.

The Service is terminated by law with respect to any geographic area when the applicable operating permits issued to us by the competent authorities have expired or been revoked. In such case we will inform you in advance. We may choose to discontinue the Service. In such case, the Manufacturer will let you know in advance of our stopping the Service and the Manufacturer will refund any amounts you have paid in advance for Services which will not be provided.

ExA.10 General

If we need to notify you for any reason, we will do so via the Manufacturer, by SMS to the mobile phone number, or by email to the email address, which you have provided when registering for the Service. If you need to notify or contact us, whether for a complaint or otherwise, please do so as set out in Section ExA.2.2 above.

These Terms of Use govern exclusively the supply of the Service by us to you, at the exclusion of any other terms or conditions.

Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we do not immediately demand that you do something you are required to do under these Terms of Use, or if we delay in taking steps against you in respect of your breaking this contract, that does not mean that we have waived our right to do so at a later date, or that you do not have to do those things when requested.

We may transfer our rights and obligations under these Terms of Use to another company. We will always tell you if this happens and we will ensure that the transfer will not affect your rights under these Terms of Use.

EXHIBIT B USAGE POLICY

ExB.1 Prohibited Uses

You must not use the Service:

- (a) for any illegal or unlawful purposes whether in breach of public order, common decency, laws, regulations or otherwise;
- (b) in a way that would infringe the rights of others, including but not limited to infringing copyright or any other intellectual property right;
- (c) for illegal peer-to-peer file-sharing or cyber-locker services;
- (d) to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene, or menacing; or illegal;
- (e) in any way that interrupts, damages, impairs or renders the Service less efficient.

ExB.2 Copyright

Your use of the Service grants no rights to you in relation to our intellectual property rights or the intellectual property of third parties accessed using the Service.

You may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way any content that is accessed using the Service unless permission is granted to you by the copyright holder of that content.

ExB.3 Content

Although we may impose blocking on certain websites, it is your responsibility not to access any illegal websites (such as offensive, abusive, indecent, defamatory, obscene, or menacing material websites). It is your responsibility to determine whether any content not subject to a blocking is appropriate for access via the Service. We will not be monitoring the content accessed via the Service but should we be notified of such content being accessed we reserve the right to limit, restrict, or terminate immediately your access to the Service without you being able to claim any damages.

ExB.4 Security

The security of your own Personal Information and Data is your responsibility. We recommend that you install appropriate anti-virus software on the devices connected to the Equipment which you are using to access the Service if feasible to do so.

You will not use the Service in any way that may compromise our security or the security of other users of the Service.

You will not share your access to the Service with others. If you do so, any breach of the Terms of Use committed by them when using the Service shall be your responsibility.

EXHIBIT C PRIVACY POLICY

ExC.1 About Us

Orange is data controller for the processing of your personal data (Personal Data and Information) when acting as electronic communications service provider regarding the Service.

ExC.2 Personal Information

We may hold Information about you including:

- (a) any Information that you provide to us when registering for the Service;
- (b) your IP address (this is a number that identifies a specific network Equipment on the internet and is needed for your Equipment to communicate with web pages or applications);
- (c) technical details about your Equipment;
- (d) the times and dates of your access to and use of the Service;
- (e) the websites you have visited and the IP Addresses you have contacted;
- (f) information provided by other organizations who have your permission to share information about you.

ExC.3 Use of Your Information

We will process your Personal Data and Information to be able to provide you with the Service.

We may also process your Personal Data and Information to:

- (a) monitor and improve the Service;
- (b) conduct market research for statistical purposes;
- (c) comply with any legal or regulatory requirements;
- (d) protect or enforce our rights or the rights of any third party and
- (e) detect and prevent fraud and other crimes and for the purpose of protecting national security, to the extent required by law.

We may communicate your Information and Personal Data to any company in our group or, if required for the provision of the Service, to our subcontractors. If the individuals or companies to whom we may disclose Information and Personal Data are located outside the European Economic Area, appropriate safeguards will ensure an equivalent level of protection of your Information and Personal Data.

We may communicate your Information and Personal Data to anyone who takes over our business provided that the Information and Personal Data transferred is only used in accordance with this policy.

We may disclose your Information and Personal Data if compelled to do so by law.

We will retain your Information and Personal Data only for as long as it is necessary to provide you with the Service or as further needed for us to comply with a legal obligation.

You have the legal right to request access to, rectification or erasure of any of your Personal Data that was provided to us.

You also have the legal right to request us to stop processing your Information and Personal Data, to request that the processing of your Information and Personal Data be restricted, or to exercise your right to data portability. In this case, Orange will be obliged to stop the delivery of the IoT Service for telecommunications regulatory reasons. You should first refer to the terms and conditions of the Manufacturer to identify the associated commercial conditions and contractual impact.

To obtain more information about how we manage your Information and Personal Data and to exercise your rights related to it, please refer to the Manufacturer via the Customer Service as detailed in Exhibit E.

ExC.4 Protection of Your Information

We will take reasonable technical and organizational measures to keep your Information and Personal Data secure.

We will not monitor your use of the Service except for the ways expressly set out in the Terms of Use.

We will not transfer your information to any third party except for those listed in Section 3, "UseExC.3Use of Your Information".

EXHIBIT D LIST OF TERRITORY OF IOTM USAGE

List valid as of June 2026 and subject to change. Kindly contact your national Customer Support provided by your Equipment Manufacturer to verify any changes to the Territory of IoTM Usage list.

Andorra	Austria	Belgium	Bulgaria	Croatia
Cyprus	Czech Republic	Denmark	Estonia	Faroe Islands
Finland	France	Germany	Gibraltar	Greece
Guernsey	Hungary	Ireland	Isle of Man	Italy
Jersey	Latvia	Liechtenstein	Lithuania	Luxembourg
Malta	Monaco	Netherlands	Norway	Poland
Portugal	Romania	San Marino	Slovakia	Slovenia
Spain	Sweden	Switzerland	United Kingdom	Vatican City
Iceland				

EXHIBIT E CUSTOMER SUPPORT

If you have an issue with the Service, you can contact the national Customer Support provided by your Equipment Manufacturer as defined in your contract with your Manufacturer.

**END OF SPECIFIC CONDITIONS FOR IOT MANAGED GLOBAL CONNECTIVITY:
IOT CONNECT ADVANCED SERVICES, OPTION INTERNET ON THE MOVE**