

FONROCHE LIGHTING
GENERAL TERMS OF SERVICE – FONROCHE PLAY
APPLICABLE 1 JUNE 2023

1	Scope; application.....	1	4	Access and set-up	2
2	The Service.....	1	5	Operation of the Service.....	3
3	Prerequisites	1	6	Liability; warranty	3

1 SCOPE; APPLICATION

These general terms of service apply to the “Fonroche Play” service (the **Service**) supplied by Fonroche Lighting SAS (**Seller**) to any person (a **Buyer**) owning off-grid streetlights sold by Seller under the brand "Smartlight" (the **Products**) upon request. The Service constitutes an additional service to the sale, including indirect sale, of Products within the meaning of section 13 of Seller's applicable general terms of sale (the **General Terms of Sale**).

All Seller’s general terms and conditions can be consulted online: www.fonroche-lighting.com.

These general terms of service supplement the General Terms of Sale with respect to the provision of the Service.

Buyer acknowledges having read these general terms of service and the General Terms of Sale prior to subscribing to the Service. Therefore, by subscribing to the Service, Buyer automatically, fully and unconditionally accepts these general terms of service and the General Terms of Sale, which shall prevail over all other conditions, including any conditions of purchase or indications made by Buyer, which shall thus not apply to Seller under any circumstance, subject to any specific conditions set out in Seller's quotation or agreed by separate agreement.

2 THE SERVICE

2.1 General information

The Service can be accessed via a dedicated mobile application and allows Buyer and a group of users designated by Buyer (the **Users**) to view their Products portfolio on a map, and to order all or part of the same over-the-air to switch off at such times as they determine.

2.2 Functions

The Service includes the following functions:

- switching off all or part of the Products for a given period of time;
- switching off all or part of the Products until the next night;
- restoring all or part of the Products to their nominal lighting profile;
- accessing the history of previous actions.

The “Fonroche Play” mobile phone application (the **Application**) allows Users to define groups of Products within the same portfolio that will receive and execute the same orders. If no individual Product or group of Products is selected when entering an order, the order will be executed by the entire portfolio.

The switch-off order is immediate. It can only be entered once the Product has started its lighting cycle. Products can only be switched off for one night

at a time. An order to restore the lighting profile can be entered at any time after switching off all or part of the Products portfolio. If no switch-off duration has been defined or if no lighting profile restoration order is entered, restoration shall take place automatically at nightfall on the day following switch-off.

3 PREREQUISITES

3.1 Eligibility and inventory of Products

3.1.1 Eligibility

The Service only works with Products sold after February 2018. Products sold between February 2018 and October 2023 require a software update to be eligible. Products sold at an earlier date require a replacement of their “Power 365” energy box containing the battery and lighting management system and a software update in order to be eligible.

Where necessary, replacement “Power 365” energy boxes are supplied by Seller after quotation in accordance with the conditions set out in the General Terms of Sale.

Replacement and software update operations may be carried out by Buyer in accordance with Seller's instructions or by Seller after quotation in accordance with the conditions set out in the General Terms of Sale.

Initials

3.1.2 Inventory

In order to set up the Service, Seller must undertake an inventory of the applicable Products, including their geolocation. If Buyer subscribes to the Service when ordering the Products, together with the additional service of installation and commissioning under the conditions set out in section 13 of the General Terms of Sale, the inventory is undertaken by Buyer upon delivery of the Products.

In all other cases (in particular where Products are ordered without the installation and commissioning service or where the Service is subscribed after the Products have been dispatched, whether or not the Products were purchased directly from Seller), the inventory is undertaken by Buyer in accordance with Seller's instructions or by Seller after quotation in accordance with the conditions set out in the General Terms of Sale. When Buyer undertakes the inventory, they shall communicate to Seller, in the format required by Seller, the GPS coordinates and the ID of the "Power 365" energy box of each of the applicable Products, in addition to a layout plan of the entire portfolio.

3.2 Transmission kit

The Service requires the use of a transmission kit supplied by Seller, to be connected to a mobile phone. The transmission kit consists of a transmitter, a protective case, an antenna and a mobile phone connection cable.

A transmission kit is supplied to Buyer upon subscription to the Service. The transmission kit is delivered to Buyer after full and effective payment of Service price (principal and accessory) and in accordance with the delivery conditions indicated at the time of subscription (hand-delivery or delivery by express courier or messenger). Any additional transmission kit (including in the event

of damage to or loss of a kit by a User) will give rise to additional invoicing.

Buyer shall finalise the assembly of the transmission kit in accordance with the user manual supplied by Seller.

Buyer must inform Seller without delay in case of loss or theft of a transmission kit.

Buyer may not use any other device than a transmission kit supplied by Seller to interact with the Products.

Seller reserves the right to modify at any time the transmission kits, their technical features or their components or to replace the transmission kits with any other hardware and/or software solution or to modify the protocol for transmitting orders to the Products and Buyer hereby accepts any such modification or replacement provided that access by Buyer to the Service and its use are maintained under conditions that are at least as favourable and at no additional cost to Buyer.

3.3 Mobile application and phone; Internet access

To use the Service, Seller supplies the Application to Buyer and the Users, available for download only from the Apple Store and the Play Store.

Seller reserves the right to modify the Application at any time in order to maintain, adapt or change the Application and the Service features.

Considering that the Service only operates on the latest version of the Application, Buyer is responsible for ensuring that Users update the Application with each new version released by Seller. A version check is carried out each time the Application is launched; where applicable, Buyer accepts that Seller may temporarily suspend access to the Service for Users who fail to conduct an update.

The mobile phone must run an official and unaltered Android (version 11

minimum) or iOS (version 14 minimum) operating system.

No mobile phone is supplied by Seller and Buyer is responsible for providing each User with a compatible mobile phone.

Internet access is required for Users to connect to the Application and receive data relating to Products and orders performed. Buyer is responsible for ensuring that such Internet access is available for each User.

4 ACCESS AND SET-UP

4.1 Subscription

Subscription to the Service is subject to the possession of Products by Buyer.

Subscription to the Service is on quotation in accordance with the terms and conditions set out in the General Terms of Sale.

The Service price includes the supply of the Service and one transmission kit. Where applicable, the cost of undertaking the inventory of Buyer's Products, updating the software and/or replacing the "Power 365" energy box shall be invoiced separately.

4.2 Authentication codes

Connection to the Application and use of the Service requires the authentication of Users with a login and password.

Logins and passwords are generated by Seller, who is solely entitled to modify them. Any request to change login and/or password must be sent to Seller's after-sale service at the following address: SAVFL@fonroche-lighting.com.

Only one set of login and password is allocated by Seller to Buyer. Buyer is solely responsible for:

- managing its Users;
- taking the necessary measures to ensure the management, storage

and protection of their login and password;

- designating the Users authorised to use the Service and providing them with login and password;
- ensuring that the same are used correctly by the designated Users;
- where applicable, ensuring the return of the transmission kits and the login and password by Users whose designation is revoked for any reason whatsoever.

Buyer is solely responsible for the use made of the authentication codes allocated to them and for any misappropriation, loss or unauthorised use thereof or fraudulent use of the Service. In the event of loss or misappropriation of the authentication codes, Buyer must inform Seller without delay at the following address: SAVFL@fonroche-lighting.com.

4.3 Configuration

4.3.1 Pairing with Products

When the Application is launched for the first time and then upon subscription of the Service for any new portfolio of Products, Buyer is responsible for ensuring that each User pairs the Application with Buyer's applicable portfolio of Products in order to use the Service.

A unique pairing code is generated by Seller following the inventory of Products portfolio in accordance with section 3.1 and sent to Buyer. The pairing code is a unique identifier which enables the Service to be connected to a specific portfolio of Products. If Buyer subscribes to the Service for several portfolios, a separate pairing code is sent to Buyer for each portfolio.

4.3.2 Application set-up

When the first User connects to the Service via the Application, it is the responsibility of Buyer to ensure that this User initially configures the

Application and the Service in accordance with Buyer's requirements and the user manual.

The settings defined apply to all Users and it may be changed at any time by any of them.

4.4 Use of the Service

Access to and use of the Service by Users is subject to the acceptance by each User of the general terms of use of the Application on their first login and on each update thereof and/or of the Application. Failure to accept the general terms of use or their update shall lead to suspension of the access to the Service for the User concerned.

Buyer shall ensure that Users comply with these general terms of service and the general terms of use and is jointly and severally liable to Seller for any breach by Users of the same. Buyer undertakes to advise all Users of these general terms of service.

5 OPERATION OF THE SERVICE

5.1 Duration; suspension and end of Service

The Service is supplied for as long as Buyer possesses operational and eligible Products in accordance with section 3.1.1.

Seller may temporarily or permanently suspend access to the Service in the event of a breach of these general terms of service and/or the general terms of use by Buyer and/or a User. Temporary suspension shall take effect immediately; permanent suspension shall take effect after a formal notice to remedy the breach within 30 days. Temporary suspension and formal notice may occur simultaneously.

Seller also reserves the right to terminate the Service at any time and without motive after the expiry of the contractual warranty for the applicable Products or the termination thereof in accordance

with section 15 of the General Terms of Sale with 2 months' notice.

5.2 Conditions of operation

The operating conditions for the Service and the orders are detailed in the user manual furnished to Buyer with the transmission kit.

Due to the technical features and the protocol used for transmitting orders to the Products wirelessly, the theoretical maximum range for transmitting orders is 300 metres under optimum conditions and with direct line of sight. Seller does not guarantee the transmission of orders if the User is not near the Products concerned.

5.3 Collection of data

Buyer accepts the communication to Seller of all data entered by Users in the Application and generated by it, as well as orders performed, for statistical purposes and to monitor the correct functioning of the Products and their interaction with the Service, with the aim in particular of continually improving the Service. Such data is the exclusive property of Seller upon creation; Buyer undertakes not to attempt to extract it in any way and is responsible for ensuring that Users comply with this prohibition.

Buyer acknowledges that the use of the Service and exploitation by Seller of the data collected does not allow Seller to identify User or to collect any identifying information.

6 LIABILITY; WARRANTY

6.1 Liability

Seller's liability is strictly limited to that which is provided for by law, the General Terms of Sale and these general terms of service.

Seller shall not be liable in case of interruption of access to the Service due to maintenance, updates or technical or aesthetic improvements

to the Products, the Service or the Application.

Seller shall not be liable in case of failure to comply with the user manual.

6.2 Warranty: general principles

Seller's liability and the terms and conditions of his intervention in the context of the warranties are those set out in section 15 of the General Terms of Sale, subject to the specific terms and conditions set out in this section 6.

Seller warrants the compliance and absence of hidden defects of the transmission kits and the Service only to the extent provided by law.

Considering that the operation of the Service depends on the condition of the applicable Products portfolio, the availability and operation of the Service is only guaranteed insofar as the Products concerned are operational and benefit from the Seller's contractual warranty under the terms of section 15 of the General Terms of Sale.

Transmission kits are also covered by a contractual warranty for a period of 1 year from the date of delivery. This contractual warranty relates exclusively to the repair or replacement of such parts of the transmission kit as may become defective during this period.

6.3 Warranty: exclusions

In addition to the warranty exclusions set out in section 15.3 of the General Terms of Sale, all Seller's warranties shall also cease to apply in case of:

- failure to comply with the user manual;
- an attempt to transmit a order to Products located more than 150 metres away or in the presence of significant urban or natural obstacles likely to prevent the proper propagation of radio waves;

- use of a transmission kit for other purposes than transmitting orders to Products;
- use of devices other than the transmission kits supplied by Seller to interact with the Products;
- use of a mobile phone that does not meet the requirements set out in section 3.3;
- use of the Service by a person not designated as a User by Buyer or whose designation has been revoked;
- any other use of the Service that does not comply with these general terms of service and/or the general terms of use of the Application.

6.4 Warranty: implementation

Seller undertakes to answer to Buyer and to allocate a ticket to their complaint for processing as soon as possible from the date of its receipt for processing.