

FONROCHE LIGHTING
GENERAL TERMS OF USE – FONROCHE PLAY
APPLICABLE AT 1 JUNE 2023

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1 SCOPE

These general terms of use apply to the “Fonroche Play” mobile phone application (the **Application**) designed by Fonroche Lighting SAS (**Seller**) to access the features of the “Fonroche Play” service (the **Service**) subscribed by a person (**Buyer**) owning off-grid streetlights sold by Seller under the brand "Smartlight" (**Products**).

The Application 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 use shall prevail over any conditions of purchase or instructions from the User, which shall not apply to Seller under any circumstance.

2 REQUIREMENTS

2.1 Designation as User

Only a person designated by Buyer may use the Application as an authorised user of the Service (a **User**).

User declares having received from Buyer and read the general terms of service for the Service (the **General Terms of Service**) prior to accepting these general terms of use. Therefore, User undertakes to comply with the

General Terms of Service when using the Application and the Service.

2.2 Transmission kit

The Service and the Application require 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.

User shall be responsible for procuring a transmission kit from Buyer to use the Application. Where applicable, User shall finalise the assembly of the transmission kit in accordance with the user manual supplied by Seller.

User must inform Seller without delay in case of damage, loss or theft of a transmission kit.

User may not use other devices than the transmission kits supplied by Seller to interact with the Products or use a transmission kit for other purposes than transmitting orders to 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 User hereby accepts any such modification or replacement provided that access by User to the Service and its use are maintained under

conditions that are at least as favourable and at no additional cost to User.

2.3 Mobile application and phone; Internet access

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, User shall update the Application with each new version released by Seller in order to access the Application and the Service. A version check is carried out each time the Application is launched; where applicable, access to the Application and the Service will be temporarily suspended until the User proceeds with the update.

The mobile phone must run with an official and unaltered Android (version 11 minimum) or iOS (version 14 minimum) operating system.

Internet access is required for Users to connect to the Application and receive data relating to Products and orders performed. User is responsible for procuring such Internet access.

3 THE APPLICATION

3.1 General information

The Application allows User to view Buyer’s Products portfolio on a map, and to order all or part of the same

Initials

over-the-air to switch off at such times as he determines.

3.2 Functions

The Application 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 of all Users who may interact with the same Products portfolio.

Setting up 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.

4 ACCESS AND SET-UP

4.1 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 issued by Seller to Buyer. User shall contact Buyer in order to receive their login

and password in order to access the Application.

Seller is solely entitled to modify the login and password. Any request to change login and/or password must be sent by Buyer to Seller's after-sales service.

User shall take the necessary measures to keep the login and password secure and to protect their confidentiality.

User is solely liable in case of misappropriation, loss or unauthorised use thereof or fraudulent use of the Application by him or through his negligence. In the event of loss or misappropriation of the authentication codes, User must inform Buyer without delay.

4.2 Configuration

4.2.1 Pairing with Products

When the Application is launched for the first time and each time a Buyer's Products portfolio is added, User must pair the Application with Buyer's applicable portfolio of Products by entering the unique pairing code communicated by Seller to Buyer, enabling the Service to be connected to applicable Products portfolio. User shall contact Buyer to obtain the necessary pairing code(s).

4.2.2 Application set-up

On the first connection, it is the responsibility of User to initially configure 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.

4.3 Use of the Application

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. 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.

Users undertake to comply with the General Terms of Service and these general terms of use while using the Application and the Service.

In case of several Users, each User shall coordinate their use of the Application and Seller shall not be liable in case of contradictory orders being entered by several Users.

5 OPERATION OF THE APPLICATION

5.1 Duration; suspension and end of access to the Application

The Application is made available to User for the duration of the Service subscribed to by Buyer and as long as the authentication codes communicated to User by Buyer remain valid. If the Service is terminated for any reason whatsoever, User's access to the Application and the Service is immediately and automatically terminated.

Seller may temporarily or permanently suspend access to the Service in the event of a breach of the General Terms of Service and/or these general terms of use by Buyer and/or 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.

No compensation shall be owed in the event of termination of the Service or suspension of access to the Application.

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

User accepts the communication to Seller of all data entered 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. User shall facilitate the transmission of such data to Seller using the Internet when connecting to and using the Application. Such data is the exclusive property of Seller upon creation; User undertakes not to attempt to extract it in any way.

Seller declares 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 PRICE; COST

Downloading the Application from the Apple Store and Play Store is free of charge and its use does not give rise to any payment to Seller.

User shall bear the cost of subscribing to an Internet access offer.

7 INTELLECTUAL PROPERTY

Seller grants User, for as long as they are granted access to the Application, a personal, non-exclusive, non-assignable, non-transferable and revocable licence to download and use the Application limited to what is strictly necessary to use the Service for Buyer's needs under the conditions set out in the General Terms of Service and these general terms of use. Any other use is

prohibited and User agrees not to use the Application for any other purpose.

These general terms of use do not constitute any assignment, transfer or granting of any other licence or right to use any intellectual property to User. All elements, information and content constituting or appearing in the Application, including the source code of the Application and the Vendor's trademarks, logos and distinctive signs, are protected by intellectual property rights and remain the sole property of Seller.

Any representation, reproduction, modification, alteration, reverse engineering, extraction, translation, decompilation or recompilation, in whole or in part, whether alone or integrated with other elements, of all or part of the Application, its source code or its content, by any process whatsoever and on any medium whatsoever, is prohibited, subject to and within the strict limits to that which is provided by law.

8 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 undertakes to use the resources reasonably necessary for the proper operation of the Application and to take the measures as reasonably necessary to ensure its maintenance and continuity, without guaranteeing availability or the absence of malfunction. Seller reserves the right to conduct at any time maintenance operations, updates or technical or aesthetic improvements to the Application. Seller shall not be liable if the Application is unavailable during these operations.

Seller shall not be liable in case of:

- failure to comply with the user manual;
- an attempt to transmit an 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 a mobile phone that does not meet the requirements of the Application;
- use of devices other than the transmission kits supplied by Seller to interact with the Products;
- difficulties accessing the Application due to a defective Internet access;
- 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 the General Terms of Service and/or these general terms of use.

9 MISCELLANEOUS

A waiver by Seller of any of the provisions of these general terms of use may only be validly made in writing. A waiver by Seller of any of the provisions of these general terms of use shall not constitute a waiver of its right to invoke such provision at a later date.

In the event that one or more of the stipulations of these general terms of use should be or become invalid, illegal or deemed inapplicable for any reason whatsoever, the validity, legality or applicability of any other stipulation of the general terms of use shall not in any way be affected or altered, unless these other stipulations form an integral part thereof or are clearly indissociable from the invalid stipulations or those deemed inapplicable.

10 GOVERNING LAW; DISPUTE RESOLUTION

These general terms of use shall be governed by French law.

In the event of a dispute, Seller and User shall endeavour to resolve it amicably. Failing amicable resolution within 30 days, the dispute may be brought before the competent court in France in accordance with French law.