

# FONROCHE LIGHTING

## GENERAL TERMS OF SERVICE – FONROCHE CONNECT

### APPLICABLE AS OF 1 JUNE 2025

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#### 1. SCOPE; APPLICATION

These general terms of service apply to the “Fonroche Connect” service (the **Service**) supplied by Fonroche Lighting SAS (**Seller**) to any person (a **Buyer**) owning off-grid solar streetlights sold by Seller (the **Products**) upon request. The Service constitutes an additional service to the sale, including indirect sale, of Products within the meaning of section 12 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](http://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 website and allows Buyer and a group of users designated by Buyer (the **Users**) remote access to information on the status and operation of its Products fleet, as well as to interact with their Products fleet by submitting a request to execute a command and/or to modify the Products settings for a given period of time.

##### 2.2. Features

The Service provides access to the following indicative information:

- the number of Products in each fleet, even if they are outside the Service coverage area or disconnected from the Service;

- the identification number, contact details and geographical area of each Product;
- the operating status of each Product;
- the status of each Product's photovoltaic panel and battery;
- the percentage of functional Products;
- the times at which the Products were switched on and off during the previous night;
- the level of energy available in the “Power 365” energy boxes of each Product;
- the total energy produced by the Products' photovoltaic panels since the commissioning of the Service; and
- the amount of carbon dioxide saved per Products fleet since the commissioning of the Service compared to an equivalent conventional public lighting fleet.

The Service provides access to the following functionalities:

- validating or correcting the GPS coordinates of the Products initially provided by Seller;
- scheduling changes to the settings of all or part of the Products fleet for a given period of time;
- triggering the switching on, flashing, or switching off of all or part of the Product fleet for a given period of time;
- restoring all or part of the Products fleet to its default lighting profile;
- accessing the history of previous actions;
- accessing the operational history of the Products for the last 30 days;
- submitting a written request to change the password;
- submitting a written maintenance request for Seller to intervene remotely on the Products.

Changes to the Products settings can only be scheduled within the limits of the energy budget allocated to the Products according to their default lighting profile.

Commands to switch on, switch off or flash are executed instantly, for a single night only and are subject to the availability of sufficient energy reserves. The command to restore the lighting profile can be issued at any time after having triggered the switching on, switching off, or flashing of all or part of the Product fleet. If no duration was defined for switching on, switching off or flashing or if no restore command is issued, restoration to the default lighting profile occurs automatically at nightfall on the day following the execution of the command.

#### 3. PREREQUISITES

##### 3.1. Availability of networks and radio frequencies

The Service requires the use of one or more radioelectric networks.

Prior to drawing up a quotation for Buyer and the latter's subscription to the Service, Seller shall carry out a study of the availability of the radioelectric networks and frequencies necessary for the operation of the Service in the area where the relevant Product fleet is or is to be located, as well as the feasibility of deploying the Service for this Product fleet (the **Feasibility Study**).

The Feasibility Study breaks down as follows:

- analysis of coverage and availability data for radioelectric networks and frequencies and topographical data;
- indication of the feasibility of deploying the Service;
- configuration of the characteristics, sizing and quantity of the equipment required to ensure the operation of the Service for all the Products.

The Feasibility Study is carried out at no additional cost to Buyer, except in the case of subscription to the Service for an existing fleet of Products, in which case the Feasibility Study is subject to a prior quotation.

The Feasibility Study is delivered to Buyer in a report that includes the required equipment and their configuration, along with a quotation if applicable. The Feasibility Study is valid for 6 months.

### 3.2. Eligibility et inventory of Products

#### 3.2.1. Eligibility

The Service only works with Products sold after January 2022. Products sold between January 2022 and April 2025 require a software update to be eligible. Products sold at an earlier date require either a software update or a replacement of their "Power 365" energy box containing the battery and lighting management system 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.

#### 3.2.2. Inventory

In order to configure the Service, Seller must establish an inventory of the relevant Products, including their geolocation. When the Service is subscribed to by Buyer at the same time as they order the Products along with the additional service installation and commissioning under the terms set out in the General Terms of Sale, the inventory is carried out by Seller using the GPS system integrated into each Product. This inventory, including the GPS coordinates of the relevant Products, must be confirmed or corrected by Buyer on the Website at the time of activation.

In all other cases (in particular, when Products are ordered without installation and commissioning services, or when the Service is subscribed to after the Products have been shipped—regardless of whether the purchase was made directly from Seller or not), the inventory may be carried out by Buyer in accordance with the Seller's instructions or by Seller based on a quotation, under the terms set out in the General Terms and Conditions of Sale. When Buyer performs the inventory, they must provide Seller, in the required format, with the GPS coordinates and the identification number of the "Power 365" power unit for each of the relevant Products, as well as a layout plan of the entire fleet. The inventory, including the GPS coordinates of the relevant Products, must be confirmed or corrected by Buyer on the Website upon commissioning of the service.

### 3.3. Required equipment

The Service requires the use of one or more routers (the **Gateways**) enabling low-speed radio communication with the Products and transmission of the information collected to Seller's servers via the Internet network.

Subscription to the electronic communications services required to ensure communication between the Gateways and Seller's servers is at Seller's expense.

Each Gateway is powered by a Power 365" energy box and a photovoltaic panel. A Gateway may be installed on an existing Product adapted or to be adapted to accommodate a Gateway or on a new Product designed to accommodate a Gateway; where applicable, a Gateway may be installed on a new Product dedicated to the Service but not equipped with a luminaire. The number of Gateways required to operate the Service and their location, and consequently the number of "Power 365" energy boxes, photovoltaic panels and additional masts required if any, is determined by Seller in the Feasibility Study.

The Gateways and, where applicable, the spare parts for the Products required for their installation are supplied by Seller to Buyer when the Service is subscribed to and are delivered to Buyer in accordance with the conditions set out in the General Terms of Sale for the delivery of orders.

The installation of the Gateways is carried out by Buyer in accordance with Seller's instructions or by Seller on quotation under the conditions set out in the General Terms of Sale. In the event of installation of the Gateways by Buyer, Buyer may request from Seller for the installation remotely free of charge or on site on quotation.

Seller reserves the right, at any time, to modify the Gateways, their technical characteristics or their components or to replace the Gateways with any other hardware and/or software or to modify the protocol for collecting information from the Products and Buyer agrees in advance to any such modification or replacement provided that Buyer's access to and use of the Service is maintained on at least equally favourable terms and at no additional cost to Buyer.

### 3.4. Website; Internet access

In order to use the Service, Seller supplies the website <https://fonroche-connect.com/> (the **Website**) to Buyer and Users, accessible via one of the following Internet browsers: Google Chrome, Microsoft Edge, Mozilla Firefox, Opera et Safari.

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

No terminal equipment is supplied by Seller and Buyer is responsible for providing each User with terminal equipment enabling them to access the Website and the Service.

Internet access is required for Users to connect to the Website and receive data relating to Products and commands executed. Buyer is

responsible for ensuring that such Internet access is available for each User.

## 4. ACCESS

### 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 conditions set out in the General Terms of Sale.

The price for the Service includes the supply of the Service and the electronic communications equipment and services required for the collection and transmission of data from the Gateways. Where applicable, the cost of undertaking the inventory of Buyer's Products, updating the software, replacing the "Power 365" energy box and/or adapting the Products shall be invoiced separately.

### 4.2. Authentication codes

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

Initial logins and passwords are generated by Seller and each User must reset the password on their first login to the Service.

Seller may provide multiple sets of authentication codes per fleet to Buyer upon Buyer's request to allow several Users to use the Service. It is Buyer's responsibility to indicate to Seller the access rights to be assigned to each set of authentication codes, namely:

- access to Product information only, without the ability to take any action; or
- access to Product information with the ability to interact with the Products and modify their settings.

Buyer is solely responsible for:

- managing its Users;
- taking the necessary measures to ensure the management, storage and protection of their logins and the passwords defined by its Users;
- 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;
- ensuring the return of the logins and passwords 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 of the authentication codes, Buyer must submit a written request to change the password on the Website. In the event of misappropriation of the authentication codes, Buyer must inform Seller without delay at the following address: [SAVFL@fonroche-lighting.com](mailto:SAVFL@fonroche-lighting.com).

#### 4.3. 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 Website 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 relevant User.

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 the Service

The Service can be used within an indicative period of approximately 15 days from the installation of the Gateways.

The Service is supplied for as long as Buyer possesses operational and eligible Products in accordance with section 3.2.1.

Seller may temporarily or permanently suspend access to the Service in case of 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 15 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 the General Terms of Sale with 2 months' notice.

#### 5.2. Conditions of operation

The operating conditions for the Service are detailed in the user manual furnished to Buyer with the equipment.

Due to the technical features and the protocol used for the collection of information and the transmission of orders by the Gateways via radio transmission, communication with the Products cannot be guaranteed by Seller in the event of malfunction of the electronic communications networks used by the Gateways or in the event of harmful interference.

#### 5.3. Collection of data

Buyer accepts the communication to Seller of all data collected by the Gateways and through the Website, including after the termination of the Service for any reason 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 and being able to operate remotely where required. 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.

#### 5.4. Personal data protection

Buyer acknowledges that Seller collects the following data which may be of a personal nature: the professional email address of each User. This personal data is collected from Buyer in order to generate the authentication codes for the Users, to ensure access to the Service and to monitor access granted by Seller.

Seller ensures that the collection and processing of this data is carried out in compliance with the provisions of law n° 78-17 of 6 January 1978, as amended, relating to information technology, records, and civil liberties, and with Regulation (EU) n° 2016/679 of the European Parliament and of the Council of 27 April 2016. This data is not shared with third parties unless required by law.

Each User has the right to access, rectify and delete data, to restrict or object to its processing, to define directives regarding the storage, erasure, and communication of such data and to data portability. Users may exercise their rights by contacting the responsible person at the following address: [juridique@fonroche-lighting.com](mailto:juridique@fonroche-lighting.com). In case of any issue, Users may also contact the *Commission nationale de l'informatique et des libertés* at: [cnil.fr/plaintes](http://cnil.fr/plaintes).

### 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 Website, or in the event of malfunction of the electronic communications networks used by the Gateways or harmful interference.

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 conditions of its intervention in the context of the warranties are those set out in the General Terms of Sale, subject to the specific conditions set out in this section 6.

Seller warrants the compliance and absence of hidden defects of the Gateways 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 fleet, the availability and operation of the Service is only guaranteed insofar as the relevant Products are operational and benefit from Seller's contractual warranty under the terms of the General Terms of Sale.

Gateways are also covered by a contractual warranty, the duration of which is specified in the quotation, in accordance with the terms of the General Terms of Sale. This contractual warranty relates exclusively to the repair or replacement of such parts of the Gateways as may become defective during this period.

Seller undertakes to guarantee a minimum annual Service coverage and availability rate of 80% for each Products fleet. This rate is guaranteed subject to the following conditions:

- the Products must be functional, free from hardware or software failure, and covered by Seller's contractual warranty;
- the Products must be located within a 1.5-kilometer radius of an installed and operational Gateway.

#### 6.3. Warranty: exclusions

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

- failure to comply with the user manual;
- absence of validation or correction by Buyer of the inventory of Products;
- failure to comply with Seller's instructions and/or the Feasibility Study for the installation of the Gateways;
- malfunction of the electronic communications networks used by the Gateways or harmful interference;
- changes in the immediate environment of the Products and Gateways that could affect their performance or ability to communicate;
- server failure or any other technical incident beyond Seller's control;
- use of a SIM card other than that supplied by Seller;

- 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 Website.

#### **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.