

FONROCHE LIGHTING
GENERAL TERMS OF USE – FONROCHE CONNECT
APPLICABLE AS OF 1 JUNE 2025

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1. SCOPE

These general terms of use apply to the Website www.fonroche-connect.com (the **Website**) designed by Fonroche Lighting SAS (**Seller**) to access the features of the “Fonroche Connect” service (the **Service**) subscribed to by a person (**Buyer**) owning off-grid streetlights sold by Seller (**Products**).

The Website constitutes an additional service to the sale, including indirect sale, of Products within the meaning 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 User, which shall not apply to Seller under any circumstance.

2. REQUIREMENTS

2.1 Designation as User

Any person wishing to use the Website must have been designated by a Buyer as an authorised user of the Service with respect to all or part of the Products possessed by such Buyer. **User** means any authorised user vis-à-vis Buyer and the relevant Product fleet.

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, by accepting these general terms of use, User also undertakes to comply with the General Terms of Service when using the Website and the Service.

2.2 Website; Internet access

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

The Website is accessible via one of the following Internet browsers: Google Chrome,

Microsoft Edge, Mozilla Firefox, Opera and Safari.

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

3. THE WEBSITE

3.1 General information

The Website allows User to access remotely information on the status and operation of Buyer’s fleet of Products and, where applicable and at Buyer’s request, to interact with Buyer’s Products fleet by submitting a request to execute a command and/or to modify the Products settings for a given period of time.

3.2 Features

The Website 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 box 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 Website also allows User, according to the rights granted to them at Buyer’s request, to:

- schedule changes to the settings of all or part of the Products fleet for a given period of time;
- trigger the switching on, flashing, or switching off of all or part of the Product fleet for a given period of time;
- restore all or part of the Products fleet to its default lighting profile;
- access the history of previous actions;
- access the operational history of the Products for the last 30 days;
- submit a written request to change the password;
- submit a written maintenance request for Seller to intervene remotely on the Products.

The Website allows the creation of groups of Products within the same fleet that will receive and execute the same commands or schedules.

Changes to the Product 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 triggered at any time after having activated 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.

4. ACCESS

4.1 Authentication codes

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

The initial login and password are generated by the Seller and communicated to Buyer. It is User's responsibility to contact Buyer in order to obtain the login and password that will allow them to access the Website. User must reset their password on their first login.

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 Website by them or through their negligence. In the event of loss of the authentication codes, User must submit a written request to change the password on the Website. In the event of misappropriation of the authentication codes, User must inform Buyer without delay.

4.2 Use of the Website

Access to and use of the Website 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 Website for the relevant User.

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

5. OPERATION OF THE WEBSITE

5.1 Duration; suspension and end of access to the Website

The Website 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 Website and the Service is immediately and automatically terminated.

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

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

5.2 Conditions of operation

The operating conditions of the Website and the Service are detailed in the user manual supplied to Buyer with the equipment. It is User's responsibility to contact the Buyer in order to receive a copy of the user manual.

5.3 Collection of data

User accepts the communication to Seller of all data collected by the Service Website and generated by it 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; User undertakes not to attempt to extract it in any way.

5.4 Personal data protection

User acknowledges that Seller collects the following data which may be of a personal nature: the professional email address of each User. This personal data collected from Buyer in order to generate access to the Service, 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.

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. In case of any issue, Users may also contact the *Commission nationale de l'informatique et des libertés* at: cnil.fr/plaintes.

6. PRICE; COST

Access to and use of the Website is free of charge.

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

7. INTELLECTUAL PROPERTY

Seller grants User, for as long as they are granted access to the Website, a personal, non-exclusive, non-assignable, non-transferable and revocable licence to download and use the Website 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 Website 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 Website, including the source code of the Website and Seller'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 Website, 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 Website 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 Website. Seller shall not be liable if the Website is unavailable during these operations.

Seller shall not be liable in case of:

- failure to comply with the user manual;
- using an Internet browser other than Google Chrome, Microsoft Edge, Mozilla Firefox, Opera and Safari;
- difficulties accessing the Website due to a defective Internet access;
- use of the Website by a person not designated as a User by Buyer or whose designation has been revoked;
- any other use of the Website that does not comply with the General Terms of Services 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 these 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.