

PUBLICATION 1 SERVICE DESCRIPTION FOR IOT MANAGED GLOBAL CONNECTIVITY: IOT CONNECT ADVANCED ECALL OPTION

1.1 Definitions

The following definitions apply, in addition to those in the General Terms and Conditions and the Specific Conditions.

As used in this Service Description, the following capitalized terms will have the meanings given to such terms in this Clause 1.1 and Clause 1.2. In the event of any conflict between the definitions provided in this Service Description and those provided elsewhere in the Agreement, the definitions in this Service Description will prevail for the purposes of this Service Description. Capitalized terms used and not otherwise defined in this Service Description will have the meanings given to them elsewhere in the Agreement.

"eCALL" means 112-based eCALL in-vehicle system as set out in the European legislation, including <u>EU Regulation</u> 2015/758 of 29 April 2015 concerning type-approval requirements for the deployment of the eCALL in-vehicle system based on the 112 services and amending Directive 2007/46/EC and any subsequent pieces of EU legislation, including the recent Commission Delegated Regulation related to Next Generation eCALL, amending Regulation (EU) 2015/758 of the European Parliament and of the Council as regards the standards relating to eCALL.

eCALL is a 112-based emergency call that can be generated either manually by vehicle passengers or automatically via activation of in-vehicle sensors when a road accident occurs. The manually activated eCALL can be established by pushing a button inside the car. When activated, the in-vehicle eCALL system establishes a 112-voice connection with a PSAP. Simultaneously, of an eCALL being made, a Minimum Set of Data is automatically sent to the PSAP, which includes:

- the location site for which the eCALL was generated;
- the triggering mode (automatic or manual);
- the vehicle identification number;
- a timestamp, and
- current and previous positions of the vehicle.

"eCALL Out" means an eCALL being established either automatically or manually from the in-vehicle modem.

"eCALL Back" means incoming call from a PSAP.

"MNO" means Mobile Network Operator.

"**Modem**" means a hardware device and applications installed by the Customer in the vehicle. It includes SIM/eUICC physical card and/or profile. It enables to make an eCALL (eCALL Out) to the appropriate PSAP (eCALL Out) and receive an incoming call from the appropriate PSAP (eCALL Back).

"**PSAP**" means Public Safety Answering Point where an emergency communication as defined in the Directive (EU) 2018/1972, Art 2(36).

"Roaming Partners" means Mobile Network Operator with whom Orange has concluded roaming agreements.

"SIM/eUICC physical card and/or profile" consists of two aspects: the SIM and the profile, which is associated to the SIM/eUICC and contains information about the Customer.

1.2 Purpose

The purpose of this Service Description is to define the conditions under which OB provides the Service IOT Connect Advanced – eCall Option (hereinafter the "Service") to Customer.

This Service Description is subject to the General Conditions and the Specific Conditions IoT Connect Advanced Services.

1.3 Service Description

1.3.1 General Overview

This Service is an option of IoT Connect Advanced Services, (the "eCALL Option"). It will enable the SIM/eUICC Card and/or profile in the in-vehicle unit ("modem") installed in the vehicle by the Customer to make an eCALL (eCALL Out) to the appropriate PSAP (eCALL Out) and receive an incoming call from the appropriate PSAP (eCALL Back).

1.3.2 Service Standard Features

The provision of the eCALL Option by Orange will only include and be limited to providing to the Customer an Orange profile (with or without SIM/eUICC) which is eCALL compatible and which is compatible with sending the Minimum Set of Data to local PSAPs.

1.4 Conditions of Access To, Supply and Use of the Service

1.4.1 Service Eligibility Requirements - Service Restrictions – Terms of Use

In order to have the emergency call activated, the eCALL Out and eCALL Back, the "voice" bearer must be activated during the on-boarding of the Customer on the connectivity platform, as mentioned in the Agreement.

1.4.2 Service Restrictions - Countries

Unless specifically indicated otherwise, the use of the eCALL Option is limited to countries within the European Union and the EEA.

Different regulation may apply in countries outside the European Union and the provision of the CALL Option will be reviewed on a case-by-case basis.

1.4.3 Service Restrictions - Responsibilities

Orange is only responsible for the provisioning of a SIM Card and/or the Orange profile, as the case may be, which is or are eCALL compatible. That means Orange will only be responsible for the technical ability of the SIM Card/eUICC and/or the Orange profile to send out an eCALL Out and where feasible to send the Minimum Set of Data. The Minimum Set of Data is only delivered in local "eCALL ready" networks. The network sends the so called "eCALL flag" over the available mobile network. The flag is part of the signaling of the call triggered by the in-vehicle system. Being a signaling modification, the eCALL flag may get lost when the call is routed, e.g. to an ISDN network. Orange cannot be affirmative if the Minimum Set of Data is delivered and/or whether the eCALL Back is going to work; that depends on the local PSAP and other third parties.

1.4.4 Service Restrictions - Coverage

The feasibility of being able to make an eCALL Out may also be subject to mobile coverage being available in the area of where the eCALL was activated and the support of a given mobile technology by the IVS-system or any alternative solution supporting the eCALL functionality. Orange cannot provide any guarantee for mobile coverage being available in any given geographical area.

Intervening third parties: Orange will not be liable for the acts or omissions of any third party, such as fixed or mobile network operator or any PSAP, in the handling of eCALL Out and for the ability to receive incoming eCALL Back.

1.4.5 Mobile Network Evolution

Mobile Networks are constantly evolving. The switch-off of legacy Mobile Networks can lead to a modification or a discontinuation in whole or in part of the Services. In these cases, Orange will not be held liable for the discontinuation of all or parts of the Services - that can only be delivered through such affected Mobile Networks. Customer will not be entitled to any damage or remedy due to such switch off and transition to next generation and future Mobile Networks.

1.5 End-User Relationship

Without limitation, Customer will be responsible for any integration and testing of the eCALL Option in the in-vehicle unit, for any type approvals or other regulatory requirements relating to eCALL.

END OF SERVICE DESCRIPTION FOR IOT MANAGED GLOBAL CONNECTIVITY: IOT CONNECT ADVANCED ECALL OPTION