

SERVICE TERMS

SERVICE OPTION: OPTUS MACHINE TO MACHINE DCP (M2M DCP)

This Service option forms part of the Optus IoT Services.

The Optus M2M DCP Service Description comprises the following Parts:

- Part 1: Service Family Terms (applicable to all Optus IoT Services); and
- Part 2: The Service Terms.

The Service Terms are to be read in conjunction with both the General Terms and the Service Family Terms.

1. DESCRIPTION OF THE SERVICE OPTION

1.1 The Optus Machine to Machine DCP Service (also referred to as the 'Optus M2M DCP Service') is a carriage and service management solution. The Service allows your SIM-enabled M2M Device (such as a connected vehicle, meter or payment device), to connect to your private enterprise IP data network or to the public internet and to manage the lifecycle of your mobile data carriage service via a web interface.

1.2 Optus M2M DCP Service includes the following components:

- (a) Northbound Optus mobile data connectivity;
- (b) SIM card or SIM chip; and
- (c) Access to the Control Centre.

2. SERVICE FEATURES

2.1 Control Centre access

- (a) The Control Centre is a cloud-based device connection platform ("DCP") that provides you with self-serve functions enabling you to manage the M2M Devices.
- (b) Features of the Control Centre include:
 - (i) Multi-tiered access and privileges
 - (ii) Automated provisioning of SIMs
 - (iii) Usage data of all SIM Cards
 - (iv) Network diagnostics that allow users to interrogate the status of SIM connections
 - (v) Rules-driven automation of actions and alerts based on the behaviour of SIMs Web-services API.

3. OPTIONAL SERVICE FEATURES

3.1 You may select the following optional service features in your Application. The optional service feature is subject to the relevant additional charges set out in your Application /statement of work.

3.2 Voice & SMS

- (a) Where requested, Optus will provision your Service to allow your M2M Device to send SMS messages from the Optus mobile network or to receive SMS messages from, any mobile network service provider that holds an inter-carrier agreement with Optus.
- (b) Where requested, Optus will provision your Service to allow M2M Device to originate voice calls on the Optus mobile network or to receive voice calls from, any mobile network service provider that holds an inter-carrier agreement with Optus.

4. SERVICE PRE-REQUISITES

4.1 Access Connection

- (a) M2M access is the establishment of outbound connections from your M2M Device to a server IP address reachable by the internet.
- (b) You must establish and maintain one of the below Access Connections types, that meet the minimum bandwidth requirements as determined by (which will be advised prior to you agreeing to the Service).

4.2 Connection Type

- (a) The Optus M2M DCP Service supports the following access connection types:
 - (i) Public internet access

4.3 Private network access via IPSEC

- 4.4 Private network access via an IPSEC connection over the public internet. You are required. to provide at your own expense an IPSEC capable router and an internet connection to use the Service.

4.5 Equipment / M2M Devices for use with the Service

- (a) Your M2M Device must be an Approved Wireless Device.
- (b) The Approved Wireless Device must be certified with the RCM (Regulatory Compliance Mark) compliance mark and must be:
 - (i) an external device such as a PC Data Card, USB modem, wireless router or tethered modem that connects to your machine to machine asset; or
 - (ii) an embedded mobile network compatible module within your machine to machine asset.
- (c) As part of the Service, you may choose to purchase an Approved Wireless Device from Optus or one of its partners.
- (d) You can request a list of Approved Wireless Devices from your account executive or by contacting Optus Customer Care.
- (e) Alternatively, if you have your own wireless modem or mobile device capable of connecting your machine to machine assets and that meets the requirements in these Service Terms, you may choose to use it with the Service. You are responsible for the

configuration, operation, maintenance and repair of any equipment that you provide for use with the Service.

4.6 SIM Card(s)

- (a) You must purchase a compatible local M2M SIM Card from Optus ("Optus M2M SIM Card"), to use this Service. The charge for the relevant SIM Card(s) will be included in your Application form.
- (b) The SIM Cards must be able to operate withing a temperature range of -25 to 85 celsius and must meet an Optus approved type and format, as determined by Optus from time to time.
- (c) The Optus M2M SIM Card allows you to send and receive an SMS to and from, any mobile network service provider that holds an inter-carrier agreement with Optus, inclusive of interconnection arrangements for SMS traffic.
- (d) Where you have a voice compatible device and where requested by you, Optus will provision the Service to enable your Optus local M2M SIM Card to send and receive voice calls, from your M2M Device to any mobile network service provider that holds an inter-carrier agreement with Optus, inclusive of interconnection arrangements for voice traffic. Please note that if your device does not support VoLTE and SMS over SGd interface, your voice and SMS services will be impacted and will no longer work when the Optus 3G network is switched off from Sep 2024.
- (e) Where you have a VoLTE compatible device, from Sep 2024 Optus will provision the Service to enable your Optus local M2M SIM Card to send and receive VoLTE calls to and from, any mobile network service provider that holds an inter-carrier agreement with Optus, inclusive of interconnection arrangements for VoLTE traffic.

5. SERVICE REQUIREMENTS AND LIMITATIONS

You acknowledge and agree that:

5.1 Permitted Use

- (a) Optus as a Carrier and Carriage Service Provider must comply with all relevant Industry Codes, Australian Standards and laws, including Industry Codes registered by the Australian Communications & Media Authority (ACMA). Optus has issued you with mobile phone numbers for use with the Service for originating and receiving phone calls using the associated SIM. The use of these numbers is regulated by the ACMA and in particular via the CA C661:2020 Reducing Scam Calls Industry Code. This Code requires Optus to detect and block certain call types that may be associated with scam activity, including calls displaying Australian Mobile Service Numbers as the A-Party Calling Line Identifier (CLI) information on phone calls received by Optus. Accordingly, if you use an Optus provided Australian Mobile Service Number to make a call that is not supported by the Service, that call may be blocked.

5.2 Service restrictions

- (a) Supplementary services like call forwarding etc are not included in this Service.
- (b) The Service cannot be used for M2M Devices that are overseas unless you have:
 - (i) the option of international roaming included in your pricing plan; and

- (ii) the M2M Device and the relevant SIM Card has roaming activated; and
 - (iii) the M2M Device is compatible with the network availability in your roaming location.
- (c) Optus cannot guarantee that the Optus M2M DCP Service can be used successfully with M2M Devices that are overseas. International roaming is not available in all countries or in all areas of countries. The countries in which international roaming is available may change from time to time. Furthermore, some wireless modems or modules only operate with the networks of certain countries. For further information, please contact your account executive or Optus Customer Care.
- (d) The Service is only available for use with new SIM connections. The Service does not include and does not support the migration of existing mobile data services to the Optus M2M DCP Service.
- (e) The Optus local SIM Card must not be used (even if used for the Permitted Purpose):
 - (i) with SIM cards/chips that have been on-sold to third parties;
 - (ii) to transit, refile or aggregate domestic or international traffic on the Optus Mobile Network; or
 - (iii) in connection with a device that switches or reroutes calls to or from the Optus Mobile Network, or the network of any supplier.
- (f) Your obligations, and our rights, under the agreement are additional to those obligations and rights in the Fair Go and Acceptable Use Policies.

5.3 Connection Speed

- (a) The speed of the Service will depend on, among other things, the data transfer speeds and factors including:
 - (i) The type of Optus mobile network used to connect to the Service. For example, you may obtain faster data transfer speeds on the Optus 4G Network compared to the Optus 3G Network;
 - (ii) The type of M2M Device (wireless modem or mobile) used to connect to the Service;
 - (iii) The location of the M2M Device when using the Service;
 - (iv) The number of users sharing the Optus mobile network at the location;
 - (v) The speed of the connection chosen between the Optus mobile network and your private enterprise IP data network;
 - (vi) general private enterprise IP data network activity;
 - (vii) the speed and capacity of the server or application you access within your private enterprise IP data network; and
 - (viii) the speed and capacity of your internet connection.
 - (ix) Whether any speed throttling has been applied to the Optus M2M DCP Service.

5.4 General

- (a) The Service does not include remediation works required to ensure that your network or systems are sufficient to run the Optus M2M DCP Service.
- (b) You are responsible for ensuring that M2M Devices and facilities are compatible for use with the Service and continue to be compatible with subsequent revision levels of Third Party Service Provider provided equipment, software and services.
- (c) Where the Service is accessed via a third party carriage or internet service, the service Delivery Point, which is the demarcation point for Optus responsibility, is the last router managed by Optus.
- (d) As the Service is delivered over the Internet, it may traverse networks and equipment that Optus has no control over. Optus will use reasonable endeavours to ensure the Service is delivered in accordance with this Agreement, but will not be responsible for the performance and functionality of those components.
- (e) Optus is not able to guarantee data network quality of the Service, where your Access Connection is interrupted.
- (f) You will comply with, and you will use all reasonable endeavours to ensure each End User complies with, all directions of a Regulator and all reasonable directions of Optus.
- (g) Optus may subcontract with one or more Suppliers to provide on its behalf any or all Services.

6. CHARGES

6.1 The charges for the Service are set out in your Application, and are incurred from the Service Start Date. The Service Start Date is defined in the Optus General Terms and deemed to be, the date on which the SIMs ordered under your Application have been dispatched and loaded by Optus into your Control Centre inventory.

6.2 The charges for the Service consist of:

- (a) once off charges, including:
 - (i) SIM ordering charge;
 - (ii) configuration charge for the private network access IPSEC via Internet;
 - (iii) Professional services, where applicable;
- (b) recurring charges, including dependent on the relevant service feature:
 - (i) Monthly data subscription charge with the following options:
 - (A) Stand-Alone;
 - (B) Flexi-Pool;
 - (C) Fixed-Pool.
 - (ii) Monthly access charge for the private network access, where applicable.

- (c) Excess usage charge.
- (d) Minimum Monthly Charge, will apply once the agreed Ramp Up Period has ended.
- (e) any other charges as specified in the relevant Optus Machine to Machine DCP Service Terms.

7. CUSTOMER OBLIGATIONS

- 7.1 In using the Service, you must comply with Optus' Fair Go Policy and any rules imposed by any third party whose content or services you access using the Service or whose network your data traverses.
- 7.2 The Service does not include, and Optus is not responsible for, any configuration of the equipment that you use in connection with the Service. This includes the configuration of any wired or wireless connectivity that may be supported by the equipment that you use in connection with the Service.
- 7.3 You are responsible for ensuring that:
 - (a) the equipment you want to use with the Service is correctly configured; and
 - (b) you have compatible web browsers to access the Control Centre.
 - (c) You may only authorise named administrators and/or end users to use the Service. You must keep an up-to-date register of these authorised personnel and make it available for Optus' inspection at all times on request.
- 7.4 In relation to Control Centre, you undertake that:
 - (a) You will not allow any account profile to be used by any other unregistered user unless it has been reassigned in its entirety to another individual, in which case the prior individual shall no longer have any right to access or use the account;
 - (b) You shall keep a secure password for the use of the account/s, that such password shall be changed as frequently as is required by us in our absolute discretion, and that you shall keep the password confidential;
 - (c) You shall permit us to audit the accounts in order to establish compliance with this Agreement; and
 - (d) If any of the audits referred to above reveal that any password has been provided to any individual who is not registered to an Control Centre platform account, then without prejudice to Optus' other rights, you shall promptly disable such passwords and Optus shall not issue any new passwords to any such individual.
 - (e) You are responsible for the conduct of your Personnel while using the Control Centre platform. You must not, and must take all reasonable steps to ensure your Personnel do not, use the Control Centre platform for any of the following:
 - (i) violating intellectual property rights;
 - (ii) any illegal or criminal activities;
 - (iii) depicting sexually explicit images;
 - (iv) promoting unlawful violence;

- (v) the storage, distribution or malicious distribution of any viruses or any material during the course of your use of Control Centre platform;
 - (vi) threatening, obscene, harassing, defamatory, discriminatory, racially or ethically offensive or other objectionable behaviour;
 - (vii) causing damage or injury to any person or property;
 - (viii) using, displaying, mirroring or framing Control Centre platform or any individual element within the platforms, Optus's name, any Optus trademark, logo or other proprietary information;
 - (ix) altering, tampering or circumventing any part of Control Centre platform;
 - (x) providing services to third parties;
 - (xi) attempting to obtain, or assist third parties in obtaining access to Control Centre platform, other than as provided under this Agreement;
 - (xii) attempting to reverse compile, disassemble, reverse engineer or otherwise commercially exploit, or otherwise make Control Centre platform available to any third party;
 - (xiii) attempting to copy, modify, duplicate, create derivative works from framing, mirroring, republishing, downloading, displaying, transmitting or distributing all or any portion of Control Centre platform, except to the extent expressly permitted under this Agreement;
 - (xiv) accessing all or any part of Control Centre platform in order to build a product or service which competes with Control Centre platform;
 - (xv) licensing, selling, renting, transferring, assigning, distributing, displaying, disclosing, or otherwise commercially exploiting, or otherwise making Control Centre platform available to third parties; and
 - (xvi) testing the vulnerability of any part of Control Centre platform or for breaching any security or authentication measures.
- (f) You agree not to access your Control Centre platform account and the platforms through the use of any mechanism other than through the use of an authorised connection.
- 7.5 Optus is not liable for any costs, expenses, liabilities, losses or damages caused by your failure (or the failure of anyone in your organisation) to maintain the confidentiality of your Control Centre account credentials. It is your responsibility to keep your account information up to date in your account settings.
- 7.6 Optus reserves the right, without liability to you, to disable your access to your account or to any material as a result of any breach of the provisions of this clause.

8. THIRD PARTY USAGE TERMS

- 8.1 The Service includes the on-supply of third party products by the Third Party Service Provider.
- 8.2 You may be required to agree to the Third Party Usage Terms and any warranty, support or other terms referenced within those terms, or provided with or embedded within the Product.

9. PRODUCT OR SERVICE RIGHT OF USE

- 9.1 Subject to your acceptance of and compliance with the Service Terms, the Third Party Service Provider will grant you a non-exclusive, non-transferable direct licence for the term of the Agreement to use the Licensed Product for your internal operation and maintenance purposes and not for commercial distribution, re-sale or other trade dealing.
- 9.2 You acknowledge and agree that the Third Party Service Provider of the Licensed Product is a third party beneficiary of your right of use and may seek to enforce the terms of your rights of use directly.

10. SPECIAL CONDITIONS

- 10.1 **Offshore Access To Information.** The Service relies for its operation on services supplied by third parties who are not controlled by Optus. Components of the Service utilise infrastructure hosted in Singapore, Stockholm and Amsterdam and as such information relating to you and your use of the Service will be hosted on servers outside of Australia. This information may include your company name and address, administrator name and email address, Service usage details and billing data. In using the Service, you and your personnel consent to Optus or our third party disclosing this information to the relevant third parties at locations outside of Australia where reasonably necessary to provide the Service.
- 10.2 You will indemnify and hold harmless Optus and its affiliates, employees, agents and/or distributors, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses including, without limitation, reasonable legal fees arising as a direct result of (i) your access to or use of your Control Centre account (ii) your access to or use of your Control Centre platforms, or (iii) your breach of any of your responsibilities or any other provision of this Agreement, each of which are not within Optus' reasonable control. Optus reserves the right to assume control of the defence of any third party claim that is subject to indemnification by you, in which event you will cooperate and assist Optus as required. Optus will use its reasonable efforts to mitigate the extent of liabilities, damages, losses, and costs and expenses incurred by it with respect to this indemnity.
- 10.3 You agree that your obligations are neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by us with respect to future functionality or features. Optus is not liable to you or to any third party for any update, change, suspension, discontinuance of any feature or component of Control Centre platform. Optus reserves the right to determine the timing and content of software updates, which may be automatically downloaded and installed without your notice.

11. RELEVANT APPENDICES

- 11.1 Optus M2M DCP Standard Pricing Table
- 11.2 The Fair Go Policy, for more information see optus.com.au/fairgo.

12. DEFINITIONS – SERVICE TERMS

Terms not defined in these Service Terms are as defined in the Service Family Terms or the General Terms (in that order).

Term	Definition
Access Connection	means a telecommunications data service between your nominated equipment and our provider edge routers in an Optus exchange.
ACL	means Access Control List.
Approved Wireless Device	means a wireless modem or a wireless module, tested and approved by Optus for use with the Service and that meets the requirements set out in these Service Terms.
Control Centre	means the relevant third party platform identified in your Application / statement of work (SOW)
DNS	means Domain Name System.
Fixed Pool	means a Shared Usage Plan that shares a single pool of usage across all services on the plan (Fixed Bundle)
Flexi Pool	means a Shared Usage Plan that aggregates usage incrementally across all services on the plan (Subscription specific bundle).
IP	means Internet Protocol.
Licenced Product	means the Third Party Service Provider software and/or platform or other services specified in the statement of work.
M2M Device	means an Approved Wireless Device.
Northbound Connection	means the Access Connection interface between M2M Device and the Optus Mobile network.
Optus Radius Platform	means the Optus network components used to provide authentication, authorization, and accounting (AAA) services and the customer management interface (CMI) web portal.
RCM (Regulatory Compliance Mark)	is a compliance label produced by the electrical regulator (Regulatory Authorities (RAs)) and Australian Communications and Media Authority (the ACMA). It indicates that an item is compliant with electrical safety, EMC, EME & telecommunications requirements, as applicable to each product. For more information on RCM see: www.acma.gov.au
Service Family Terms	mean the terms applicable to each Service option as set out in Part 1 of this Service Description
Service Terms	means these product/service specific terms.
SIM Card	means a subscriber identity module (card or chip) embedded in, or used with, a device that identifies and authenticates the device as a user on a mobile telecommunications network.
SMS	means short message service of up to 160 characters in length.
Southbound Connection	means the Access Connection interface between your network or systems and the Control Centre platform.
Stand-Alone	means a pricing plan that allocates usage to a single SIM connection service only (pay per use).
Target Service Start Date	means the date requested by you and/or estimated by Optus and agreed between the parties, as the target date on which the service is intended to be activated and supplied to you, as specified in the statement of work.
Third Party Service Provider	means

	(a) where the Control Centre platform utilises the Cisco / Jasper Control Centre platform, Jasper Technologies LLC; or (b) where the Control Centre platform utilises, Aeris IoTa/DCP platform, Aeris Communications, Inc., a corporation incorporated and existing under the laws of Delaware, having a registered office located at 1731 Technology Drive, Suite 800, San Jose, California 95110 U.S.A.
Third Party Usage Terms	means the terms and conditions that the Customer and the Customer's end users must accept, when the Customer or the Customer's users (first and subsequently) login to the Control Centre and includes: (a) where the Control Centre utilises the Cisco / Jasper Control Centre platform, the Cisco End User Licence Agreement (EULA) located at: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html; (b) where the Control Centre utilises the Aeris IoTa/DCP platform, the terms and conditions that you and/or your end users must accept when you or your end users, login initially and on each subsequent login, to the platform (https://optus.iot.aeris.com/authentication/service/en/terms-of-service).