

## SERVICE TERMS

### SERVICE OPTION: OPTUS CONNECTED CAR

This Service option forms part of the Optus IoT Services.

The Optus Connected Car 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 Connected Car Service is a carriage and service management solution for a car manufacturer customer (“**Customer**”). The Service allows SIM-enabled Connected Cars, to connect to the Optus Mobile network via a private enterprise IP data network or via the public internet.
- 1.2 Optus Connected Car Service includes the following components:
- (a) Northbound Optus mobile data connectivity;
  - (b) Optus SIM profile and provisioning information;
  - (c) Access to the Control Centre; and
  - (d) Access to the Optus Service Desk.

## 2. SERVICE FEATURES

- 2.1 Access to Connected Car Control Centre
- (a) The Connected Car Control Centre platform is a third party operated cloud-based software platform.
  - (b) The Control Centre functions include:
    - (i) SIM Order capture
    - (ii) Operation of HSS/HLR for “in use” SIMs/MSNs
    - (iii) Customer rating and charging for Voice, Data and SMS usage
    - (iv) SIM/MSN quarantine and recycling
    - (v) SIM pairing to MSN, prior to SIM activation.

### 3. SERVICE PRE-REQUISITES

#### 3.1 Access Connection / Related Service Option

- (a) The Customer must establish and maintain one of the following Southbound Access Connections, that meet the minimum bandwidth requirements as determined by the operator of the Connected Car Control Centre from time to time:
  - (i) A private network access to the Connected Car Control Centre; or
  - (ii) Internet Access. The Service supports the following Internet access types:
    - (A) A private network access via an IPSEC connection over the Public Internet. This Access Connection requires that the Customer supply its own IPSEC capable router with its own Public Internet connection; or
    - (B) Public internet access.

#### 3.2 Equipment / Connected Car Devices for use with the Service

- (a) The Connected Car 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 an embedded mobile network compatible module within the Customer's Connected Car asset.
- (c) The Customer is responsible for the configuration, operation, maintenance and repair of any equipment including the Customer's Connected Car asset for use with the Service.

#### 3.3 SIM Card(s)

- (a) An Optus Connected Car SIM Card allows an End User to send and receive voice, SMS and data traffic, from the Customer's concierge help desk, via any mobile network service provider that holds an inter-carrier agreement with Optus, inclusive of interconnection arrangements for SMS traffic.
- (b) The Customer is responsible for the procurement of SIM cards. SIM Cards must meet the following formats and types:
  - (i) 2FF form factor (Standard) with temperature range of -25 to 85 degrees Celsius.
  - (ii) 3FF form factor (Standard) with temperatures range of -25 to 85 degrees Celsius.
  - (iii) 4FF form factor (Standard) with temperature range of -25 to 85 degrees Celsius.
  - (iv) 2FF form factor (Hardened) with temperature range of -40 to 105 degrees Celsius.
  - (v) 3FF form factor (Hardened) with temperature range of -40 to 105 degrees Celsius.
  - (vi) 4FF form factor (Hardened) with temperatures range of -40 to 105 degrees Celsius.
  - (vii) MFF2 form factor with temperature range of -40 to 105 degrees Celsius.

- (c) Optus will, from time to time, determine which format and type of SIM Card that is required for the Service.

## 4. SERVICE MANAGEMENT

- 4.1 The Service Management that is specified in the Service Family Terms do not apply to the Optus Connected Car Service.
- 4.2 The following support services apply.

| Severity Levels                                | Examples (non-exhaustive list)                                                                                                                                    |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Severity Level 1 - Moderate / Extensive Impact | <ul style="list-style-type: none"><li>• Unable to access Service.</li><li>• System hanging</li><li>• Multiple SIM cards concurrent connectivity failure</li></ul> |
| Severity Level 2 - Minimal Impact              | <ul style="list-style-type: none"><li>• Connectivity with a single or few SIM cards</li><li>• Non-operational or non-time sensitive reports.</li></ul>            |

### Level 0 Support

1. The Customer will first perform self-diagnosis with the tools provided as part of the Service for problems that are of Severity Level 2.
2. Through the online support functions, the Customer will determine if a SIM card is functioning properly via, including but not limited to, the following self-help troubleshooting steps:
  - (a) Performing an online assessment of a SIM card connectivity through the provided real-time subscription activity in the last 7 days function from the portal; and
  - (b) Verify that device connected to the SIM card is functioning as intended.
3. In the event the Customer has performed the self-diagnostics above and is still unable to resolve the problem, then the Customer will contact Optus Enterprise Service Desk for Level 1 Support.

### Level 1 Support

1. The Customer will contact the Optus Enterprise Service Desk through the following options:
  - (a) 24x7 Service Helpdesk Hotline: 134 315 from Australia or +61 2 8087 3140 (international); or
  - (b) Email: [obimt@fm.optus.net.au](mailto:obimt@fm.optus.net.au)
2. Optus will endeavour to troubleshoot and resolve the problem.
3. Optus will communicate with the Customer once the problem has been resolved.

## 5. CHARGES

- 5.1 The charges for the Service will be detailed in the Application and consist of:
- (a) once off charges, including:

- (i) SIM ordering charge;
- (ii) Professional services, where applicable;
- (b) Monthly data usage charge and any other charges as specified in the relevant Application.

## 6. SERVICE REQUIREMENTS AND LIMITATIONS

You acknowledge and agrees that:

### 6.1 Optus will:

- (a) Allocate SIM and MSN ranges;
- (b) After receiving a SIM order from, or on behalf of the Customer, provide a SIM Input File to the Customer's nominated SIM Manufacturer.
- (c) After receiving a SIM Data File from the Customer's nominated SIM Manufacturer, upload the relevant SIM Data File(s) to the Control Centre.
- (d) Send domestic and roaming SIM call detail records (CDRs) to the Control Centre. The Third Party Service Provider will complete the wholesale rating and charging;
- (e) Activate the SIM/MSN pair, manage the home registry for the SIMs/MSNs and provide the wholesale call rating and charging.

### 6.2 The Connected Car SIM Card

- (a) The Connected Car SIM Card may only be used for:
  - (i) originating mobile traffic or other mobile services, on the Optus Mobile Network; and
  - (ii) terminating mobile traffic or other mobile services, on the Optus Mobile Network, which originate on our networks or on the network of another supplier with which Optus have a current interconnection arrangement; and
  - (iii) Connected Car Devices approved for use on the Optus Mobile Network;(the "**Permitted Purpose**").
- (b) Optus may monitor the Customer's use of the Optus SIM Card to ensure that it is for the Permitted Purpose, is not in breach of these Service Terms and is compliant with all relevant laws and any directions of Regulators in connection with the Service.
- (c) If the Customer uses the Optus SIM Card for anything but the Permitted Purpose or breach any other term of the Agreement, and we consider that the impact of this is materially detrimental to Optus, Optus may immediately suspend, Downgrade, cancel, terminate or limit the Service or impose conditions on the continuance of the Service.

### 6.3 Service restrictions

- (a) The Service does not support calls to the emergency call service (000).

- (b) Where Customer is not acting as a Carriage Service Provider (as that term is defined in the Telecommunications Act 1997 (Cth)), Optus will update the IPND with the relevant Customer details (i.e. car manufacturer), as the customer for each MSN in the IPND.
- (c) The Service cannot be used for Connected Car Devices that are overseas unless:
  - (i) the option of international roaming has been included in the pricing plan and accepted by the Customer; and
  - (ii) the Connected Car Device and the relevant SIM Card has roaming activated; and
  - (iii) the Connected Car Device is compatible with the network availability in the Customer's roaming location.
- (d) Optus cannot guarantee that the Optus Connected Car Service can be used successfully with Connected Car 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 the Optus account executive or Optus Customer Care.
- (e) 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 Connected Car Service.
- (f) Supplementary services like for example, call forwarding and call waiting, are not included in this Service.
- (g) The Optus 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 or other Optus Group Company.
- (h) The rights and obligations set out in these Service Terms are additional to the right and obligations of the parties under the Fair Go Policy.

## 6.4 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, the Customer may obtain faster data transfer speeds on the Optus 4G Network compared to the Optus 3G Network;
  - (ii) The type of Connected Car Device (wireless modem or mobile) used to connect to the Service;
  - (iii) The location of the Connected Car 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 the Customer's private enterprise IP data network;
- (vi) General private enterprise IP data network activity;
- (vii) The speed and capacity of the server or application the Customer access within the Customer's private enterprise IP data network; and
- (viii) The speed and capacity of the Customer's internet connection.
- (ix) Whether any speed throttling has been applied to the Connected Car Service

## 6.5 General

- (a) The Service does not include remediation works required to ensure that the Customer's network or systems are sufficient to run the Optus Connected Car Service.
- (b) The Customer are responsible for ensuring that Connected Car 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) Optus may vary the Service, including the Access Connection bandwidth requirements, or any term of this Service Description, without liability, if reasonably required to do so for technical, operational, regulatory or commercial reasons or if required to enable Optus to comply with any supplier agreement.
- (d) 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.
- (e) 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.
- (f) Optus is not able to guarantee data network quality of the Service, where the Customer's Access Connection is interrupted.
- (g) Customer will comply with, and will use all reasonable endeavours to ensure each End User complies with, all directions of a Regulator and all reasonable directions of Optus.
- (h) Optus may subcontract with one or more Suppliers to provide on its behalf any or all Services.

## 7. CUSTOMER OBLIGATIONS

- 7.1 In using the Service, Customer must comply with Optus' Fair Go Policy and any rules imposed by any third party whose Content or services the Customer accesses using the Service or whose network the Customer's data traverses.
- 7.2 The Service does not include, and Optus is not responsible for, any configuration of the equipment that the Customer uses in connection with the Service. This includes the

configuration of any wired or wireless connectivity that may be supported by the equipment that the Customer uses in connection with the Service.

7.3 The Customer is responsible for:

- (a) Procuring the SIM Cards;
- (b) Ensuring that the equipment the Customer want to use with the Service is correctly configured; and
- (c) Ensuring that the Customer has a compatible web browser to access the Optus Connected Car control centre.

7.4 In relation to Control Centre platforms, Customer undertakes that:

- (a) The Customer 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 will no longer have any right to access or use the account;
- (b) The Customer will keep a secure password for the use of the account/s, that such password will be changed as frequently as is required by us in our absolute discretion, and that the Customer will keep the password confidential;
- (c) The Customer will only authorise named administrators and/or end users to use the Service and will maintain an up-to-date register of these authorised personnel and make it available for Optus' inspection at all times on request.
- (d) The Customer will permit Optus to audit the accounts in order to establish compliance with this Agreement; and
- (e) 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's other rights, the Customer will promptly disable such passwords and Optus will not issue any new passwords to any such individual.
- (f) The Customer is responsible for the conduct of the Customer's Personnel while using the Control Centre platform. The Customer's conduct must not, and the Customer must take all reasonable steps to ensure its Personnel do not, use the Optus Connected Car 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 the Customer's use of Optus Connected Car 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) sharing Optus Connected Car Service with other users who are not licensed;

- (ix) using, displaying, mirroring or framing Optus Connected Car control centre platform or any individual element within the platform, Optus's name, any Optus trademark, logo or other proprietary information;
  - (x) altering, tampering or circumventing any part of Optus Connected Car control centre platform;
  - (xi) providing services to third parties;
  - (xii) attempting to obtain, or assist third parties in obtaining access to Optus Connected Car control centre platform, other than as provided under this Agreement;
  - (xiii) attempting to reverse compile, disassemble, reverse engineer or otherwise commercially exploit, or otherwise make Optus Connected Car control centre platform available to any third party;
  - (xiv) attempting to copy, modify, duplicate, create derivative works from framing, mirroring, republishing, downloading, displaying, transmitting or distributing all or any portion of Optus Connected Car control centre platform, except to the extent expressly permitted under this Agreement;
  - (xv) accessing all or any part of Optus Connected Car control centre platform in order to build a product or service which competes with Optus Connected Car control centre platform;
  - (xvi) licensing, selling, renting, transferring, assigning, distributing, displaying, disclosing, or otherwise commercially exploiting, or otherwise making Optus Connected Car control centre platform available to third parties; and
  - (xvii) testing the vulnerability of any part of Optus Connected Car control centre platform or for breaching any security or authentication measures.
- (g) you not access the Customer's Optus Connected Car 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 the Customer's failure (or the failure of anyone in the Customer's organisation) to maintain the confidentiality of the Customer's Optus Connected Car control centre account credentials. It is Customer's responsibility to keep the Customer's account information up to date in the Customer's account settings.
- 7.6 Optus reserves the right, without liability to the Customer, to disable the Customer's access to the Customer's 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 The Customer 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 the Customer's acceptance of and compliance with the Service Terms, the Third Party Service Provider will grant the Customer a non-exclusive, non-transferable direct licence

for the term of the Agreement to use the Licensed Product for the Customer's internal operation and maintenance purposes and not for commercial distribution, re-sale or other trade dealing.

- 9.2 The Customer acknowledges and agrees that the Third Party Service Provider of the Licensed Product is a third party beneficiary of the Customer's right of use and may seek to enforce the terms of the Customer's 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 outside of Australia and as such information relating to the Customer and the Customer's use of the Service may be hosted on servers outside of Australia. This information may include the Customer's company name and address, administrator name and email address, Service call detail records including usage details and billing data. In using the Service, the Customer and the Customer's 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 The Customer 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) the Customer's access to or use of the Customer's Control Centre account; (ii) the Customer's access to or use of the Customer's Control Centre platform, or (iii) the Customer's breach of any of the Customer's 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 the Customer, in which event the Customer will cooperate and assist Optus as required. Optus will use its reasonable efforts to mitigate the extent of liabilities, damages, losses, costs, and expenses incurred by it with respect to this indemnity.
- 10.3 Customer agrees that the Customer 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 the Customer 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 notice.
- 10.4 Optus is not, shall not be liable, and excludes all and every liability loss, costs and expenses, to the extent permitted by law for, arising from or in relation to the Customer's assessment, implementation and / or compliance with the Customer's regulatory obligations.

## 11. RELEVANT APPENDICES

- 11.1 The Fair Go Policy, for more information see [optus.com.au/fairgo](https://optus.com.au/fairgo).

## 12. DEFINITIONS – SERVICE OPTION 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                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Access Connection</b>                | means a telecommunications data service between the Customer's nominated equipment and our provider edge routers in an Optus exchange.                                                                                                                                                                                                                                                  |
| <b>Approved Wireless Device</b>         | 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.                                                                                                                                                                                                                      |
| <b>Availability</b>                     | means the percentage of time in a calendar month that the Service was not affected by a Service outage, as measured by Optus using appropriate measurement and monitoring tools                                                                                                                                                                                                         |
| <b>Control Centre</b>                   | means the relevant third party platform identified in your Application / statement of work (SOW)                                                                                                                                                                                                                                                                                        |
| <b>Connected Car Device</b>             | means an Approved Wireless Device.                                                                                                                                                                                                                                                                                                                                                      |
| <b>IP</b>                               | means Internet Protocol.                                                                                                                                                                                                                                                                                                                                                                |
| <b>IPSEC</b>                            | means Internet Protocol Security.                                                                                                                                                                                                                                                                                                                                                       |
| <b>Licenced Product</b>                 | means the Third Party Service Provider software and/or platform or other services specified in the statement of work.                                                                                                                                                                                                                                                                   |
| <b>Permitted Purpose</b>                | has the meaning given in clause 6.2.                                                                                                                                                                                                                                                                                                                                                    |
| <b>RCM (Regulatory Compliance Mark)</b> | 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: <a href="http://www.acma.gov.au">www.acma.gov.au</a> |
| <b>Related Service Option</b>           | means other Optus services that are pre-requisites to obtaining the relevant Service and must be acquired separately for use with the Service.                                                                                                                                                                                                                                          |
| <b>Service Exclusion</b>                | means where the Service is affected by a customer breach of the agreement; planned and unplanned maintenance; an Excluded Event; a Force Majeure Event, the required Access Connection or an incident raised prior to the Service Start Date.                                                                                                                                           |
| <b>Service Terms</b>                    | means the product/service specific terms.                                                                                                                                                                                                                                                                                                                                               |
| <b>SIM Card</b>                         | 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.                                                                                                                                                                                                    |
| <b>SIM Data File</b>                    | means the SIM card profile details                                                                                                                                                                                                                                                                                                                                                      |
| <b>SIM Input File</b>                   | means relevant SIM card specifications                                                                                                                                                                                                                                                                                                                                                  |
| <b>SMS</b>                              | means short message service of up to 160 characters in length.                                                                                                                                                                                                                                                                                                                          |
| <b>Southbound Connection</b>            | means the Access Connection interface between the Customer's network or systems and the Connected Car Control Centre                                                                                                                                                                                                                                                                    |
| <b>Target Service Start Date</b>        | means the date requested by the Customer 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 the Customer, as specified in the statement of work.                                                                                                                                             |
| <b>Third Party Service Provider</b>     | means                                                                                                                                                                                                                                                                                                                                                                                   |

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | <p>(a) where the Control Centre platform utilises the Cisco / Jasper Control Centre platform, Jasper Technologies LLC; or</p> <p>(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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Third Party Usage Terms</b> | <p>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:</p> <p>(a) where the Control Centre utilises the Cisco / Jasper Control Centre platform, the Cisco End User Licence Agreement (EULA) located at: <a href="https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html">https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html</a>;</p> <p>(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 (<a href="https://optus.iot.aeris.com/authentication/service/en/terms-of-service">https://optus.iot.aeris.com/authentication/service/en/terms-of-service</a>).</p> |
| <b>VPN</b>                     | means virtual private network.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |