



IOT CONNECTIVITY +

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1. GENERAL

- 1.1 **Service Definition.** IoT Connectivity is Wireless Service for M2M Devices by means of Roaming. The Service is intended for M2M Devices that are operated on a continuous basis in a Roaming Region.

- 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and Non-Optimized Service.

1.2 **Standard Features**

- 1.2.1 **Basic Availability.** IoT Connectivity provides Wireless Service for M2M Devices through Roaming connectivity, subject to availability of Carrier Partner networks and with all restrictions and limitations set forth herein.

- 1.2.2 **Use Restriction.** Wireless Service provided hereunder may be used only as follows: (a) for internal use or (b) embedded into a Customer product or service that is marketed and sold to end users ("Embedded Use"), provided, however that any Embedded Use of Wireless Service is limited to Authorized Uses (defined below). In making an Embedded Use of Wireless Service, Customer may not: (i) characterize the embedded Wireless Service in Customer's products and services as the sale, resale or provision of wireless service; or (ii) charge end users separately for the Wireless Service embedded in such products and services. Under no circumstances may Customer market or sell, directly or indirectly, Wireless Service on its own.

1.3 **Customer Responsibilities**

- 1.3.1 **Initial Provisioning of Wireless Service.** Customer must meet the following requirements in order to activate and use Wireless Service.
 - Before activating an M2M Device for Wireless Service hereunder, Customer will notify Verizon in advance and will work with Verizon to activate that M2M Device on an appropriate service plan and billing account that is designated for Wireless Service in the corresponding Roaming Region.
 - Customer will provide a Usage Location for each M2M Device activated hereunder that corresponds to the location within a Roaming Region where that M2M Device will be used predominantly. If Customer does not provide a Usage Location, Verizon will assign a Usage Location based on its corporate address in the corresponding Roaming Region.



Only M2M Devices provisioned in accordance with the requirements above are eligible to receive Wireless Service in a Roaming Region under this Service Attachment.

1.3.2 Use Outside of Roaming Region. Any M2M Device that uses Wireless Service activated under this Service Attachment outside of a Roaming Region will be deemed to be located permanently outside of the Roaming Region if any of the following conditions are met:

- At least 60% of the traffic from an M2M Device occurs outside the Roaming Region for three (3) consecutive billing cycles;
- M2M Device is fixed or stationary and uses Wireless Service outside of the Roaming Region; or
- Use of Wireless Service outside of the Roaming Region is substantial and/or persistent and/or otherwise meets a legal definition of permanent use in the country or region where it is used.

Customer will be required to deactivate any M2M Device located permanently outside of the Roaming Region for which it is authorized (based on the above criteria) and, if the option is available, contract separately with another Verizon affiliate authorized to provide Wireless Service for the new Roaming Region. If Customer does not cooperate with this requirement, Verizon will terminate Wireless Service for any affected M2M Device. If there is no option to obtain Wireless Service a particular Roaming Region through a Verizon affiliate authorized to provide Wireless Service in that Roaming Region, then Verizon will terminate Wireless Service to any M2M Device located permanently in such Roaming Region. For clarity, an M2M Device activated under these Service Terms will only receive Wireless Service in the then-available Roaming Regions and in the United States on the Verizon Wireless US network.

1.3.3 Service Limitations. In cases where Canada is among the Roaming Regions for which Customer has ordered IoT Connectivity, at any given time, no more than ten percent (10%) of Customer's active M2M Devices ("Total Active M2M Devices") may be provisioned for IoT Connectivity service in Canada. For purposes of this section, Total Active M2M Devices means, at a given time, M2M Devices activated for Wireless Service and in a billing state (i) in Canada pursuant to IoT Connectivity service hereunder and (ii) in the United States for service provided by Verizon Wireless US.

In all Roaming Regions the following limitations apply:

- Only data and SMS messaging are permitted for the IoT Connectivity service. Voice is not permitted.
- Access to the open internet is not permitted, including wireless backup solutions.
 - Backup to a specific traffic destination is permitted (e.g., backup for point of sale systems).
- IoT Connectivity only includes cellular connectivity service for IoT devices and does not include above-the-connectivity services (e.g., Firmware Over The Air [FOTA], location, Diagnostics, etc.).
- No human-to-human communications can be supported through the IoT Connectivity service.

1.3.4 Device Certification. All M2M Devices activated for Wireless Service must be certified under Verizon Wireless US' Open Development program for global use, in accordance with the requirements set forth at <https://opendevdevelopment.verizonwireless.com/get-certified>. Additional governmental, industry and/or carrier certifications may be required to access and use Carrier Partner networks for Wireless Service. Where feasible, Verizon will provide information about such applicable certification requirements. However, Customer will be fully responsible for obtaining all required certifications for its M2M Devices to access and use Wireless Service provided hereunder.

2. SUPPLEMENTAL TERMS

2.1 NO WARRANTY FOR CARRIER PARTNER NETWORKS. CUSTOMER UNDERSTANDS AND AGREES THAT WIRELESS SERVICE PROVIDED HEREUNDER REQUIRES THE USE OF NETWORKS



OPERATED BY CARRIER PARTNERS. VERIZON AND ITS AFFILIATES HAVE NO CONTROL OVER SUCH NETWORKS. ACCESS AND USE OF CARRIER PARTNER NETWORKS IS PROVIDED AS-IS AND VERIZON MAKES NO GUARANTEES AS TO THE AVAILABILITY OR QUALITY OF SUCH NETWORKS. VERIZON WILL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR ANY ERRORS, OUTAGES, FAILURES OR DIMINISHMENT IN QUALITY OF SERVICE OF OR ARISING OUT OF CARRIER PARTNER NETWORKS. Verizon may suspend or terminate Wireless Service provided hereunder at any time in the event that a required Carrier Partner Network is unavailable for technical or commercial reasons.

- 2.2 **No Proration of Access and/or Line Fees**. Access and line fees for Wireless Service hereunder will not be prorated for partial month use. The entire monthly activation and/or line fee will accrue upon activation or use during any given monthly billing period.
- 2.3 **ThingSpace**. Customer must use the ThingSpace platform to manage all lines of Wireless Service, including terminating such lines. Customer will be provided user credentials for the ThingSpace portal to access and use the platform. Customer is responsible for all activities occurring in ThingSpace under its account.
- 2.4 **Available Roaming Regions**. The following table sets forth the Verizon parties who provide Wireless Service under these Service Terms and the corresponding Roaming Region(s).

Verizon Party	Roaming Region(s)
Verizon Canada Limited	Canada
Verizon UK Limited	United Kingdom
Verizon Global Enterprise BV	Austria, Czech Republic, Denmark, France, Germany, Greece, Hungary, Italy, Ireland, Netherlands, Portugal, Romania, Spain, Sweden
Verizon Servicios Empresariales México, S. de R.L. de C.V.	Mexico

3. FINANCIAL TERMS

- 3.1 **General Terms**. Customer will pay charges for IoT Connectivity service as specified in the Agreement.

4. **DEFINITIONS**. In addition to the definitions identified in the Master Terms, the following definitions apply to IoT Connectivity.

Term	Definition
Authorized Use	An Embedded Use of Wireless Service that is approved by Verizon Wireless US in a Vertical Solution Provider Machine-to-Machine Agreement (or other similar agreement) between Customer (or Customer's US affiliate) and Verizon Wireless.
Carrier Partner	A non-Verizon affiliated network operator that controls the network used by an M2M Device when Roaming.
M2M	"Machine-to-machine" refers to the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention.
M2M Device	An M2M device activated for Wireless Service.



Roaming	For the purposes of this Service Attachment, Roaming means the use of Wireless Service by an M2M Device outside the geographical coverage of the radio network operated by Verizon Wireless US using a SIM profile issued by Verizon Wireless US.
Usage Location	An address associated with an M2M device in a Roaming Region that corresponds to its principal place of use; Usage Location is used by Verizon for purposes of calculating service and usage fees, and assessing taxes and other surcharges.
Roaming Region	A country or group of countries for which Wireless Service via Roaming is offered by a Verizon entity that has entered into an order under the Agreement.
Verizon Wireless US	Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, and its US Affiliates.
Wireless Service	Radio service for data (which may include limited messaging) for M2M Devices.