

## GSM AGREEMENT concerning INVOICE NO

### 1. DEFINITIONS

Terms and definitions used in the following document:

**ECOTONE** – ECOTONE TELEMETRY LECH ILISZKO, POLAND.

**USER** – the Consumer or the Institution being the final user of the Ecotone GPS-GSM system.

**GSM FEE** – an annual payment required by the GSM operator, related to one SIM card (one logger); paid for one year in advance, according to the GSM operator rules.

**GSM PLAN** – GSM plan chosen by the User for each logger.

**GSM OPERATOR** – provider of SIM cards and the GSM service.

**MONTH QUOTA** – monthly quota available to SIM card (phone number) for data transfer.

**TARIFF PLAN** – GSM fee plan, selected by the User. It determines the maximum monthly amount of GSM positions or other data, according to the price list.

**LOGGER** (used interchangeably with recorder, transmitter, telemetric device) – GPS device with a built-in SIM card.

**Website** – ECOTONE TELEMETRY website at <http://telemetry.ecotone.pl>

**Online store** – ECOTONE internet shop at <http://en.ecotone.com.pl>

**User Panel** – online user account, used for receiving data and modification of logger settings.

**User account** – a function of user panel enabling control over the financial commitments for data transmission of all GSM devices on User Panel.

**Account Balance** – balance showing current state of summarized debts over the quota from all loggers (SIM cards) and recharges on the Account Balance, paid by the Customer.

**Prices** – all the prices in this agreement are net values (without VAT tax), valid currency is EUR. Final prices are counted by current NBP exchange rate in force on the eve before the invoice.

**Historical data** – data collected and recorded in logger's memory, send when transmitter appears in the GSM range again.

**Extra data** – option of data packages other than GSM positions (such as activity, altitude, speed).

### 2. GSM FEE

2.1 GSM FEE is strictly attached to the logger. The period of the FEE covers 12 months and begins with dispatch date of the loggers or after ending of the term of the standby service. Once started FEE cannot be stopped, in accordance with the GSM operator rules.

2.2 At the time of ordering User is required to choose a GSM plan, according with its use (see Table 1).

2.3 The GSM plan activation can be postponed for an allotted period at the time of selection, using the "Standby" service (see point 4.3).

2.4 Month quota in a selected plan is designed for data transfer in an amount consistent with a selected Tariff Plan. Data are considered to be:

- GPS positions sent by the logger;
- Effective change of logger settings;
- Extra data packages;
- Forwarding GPS position to phone number identified by client (so-called 'forward').

2.5 Fees already changed for devices that are lost or unused will not be transferable to other SIM cards, in accordance with the GSM operator rules.

### 3. MODE AND CONDITIONS OF RENEWAL OR TERMINATION OF THE AGREEMENT

3.1 The agreement is enacted for a 12 months, after which the plan will automatically be extended for an additional 12 months, as stated in User's chosen Tariff Plan (see Table 1), unless the User selects the option of not extending the contract. Standby service is not included in 12-month period of a subscription.

3.2 If a user desires to extend the data contract, or to terminate a data contract at the end of a one-year period, the user shall notify Ecotone of such decision at least 30 days prior to the end of the contract period (please e-mail: [telemetry@ecotone.pl](mailto:telemetry@ecotone.pl) or by fax: 4858 5521535).

Any such aforementioned declaration should include:

- a) contact details (first and last name),
- b) e-mail address,
- c) SIM card number (logger) to which it refers.

3.3 If data subscription fees are not received, user access to the logger data will be locked and the contract will be terminated under the terms identified in item 6.1.

### 4. TARIFF PLANS

#### 4.1. GSM plan for the first year of the contract:

4.1.1. Within each Tariff Plan (for a given number) there is a month quota for data transmission, according to Annex 1.

4.1.2. Prices for data transfer are listed in Table 3.

4.1.3. Costs for data transfers exceeding the Month Quota will be charge in accordance with the rates in Annex 3, and shown in the Account Balance, for all loggers.

#### 4.2. Tariff plan for second and subsequent years of use:

4.2.1. In the second and subsequent years the User may select one of four Tariff Plans (see Table 1 and 2). Note that, in accordance

with item 3.2, the user must notify ECOTONE of decisions to extend or terminate data plans prior to the end of existing agreements.

#### 4.3. "Standby" service.

4.3.1 The user may request a period for postponed Tariff Plan activation. The postponement service is paid in advance 5EUR per month (Table 1). The maximum duration of the postponement service is 6 months, in accordance with the GSM operator rules.

4.3.2 Purchase of the "Standby" service is possible only in the first year of use, and with the annual subscription.

4.3.3 Data transfer can begin within the "Standby" service, enabling full use of the equipment, if the user desires an early initiation date. Data transfer exceeding the Standby Month Quota will be accounted in accordance with the fee (see Table 3), and shown in Account Balance for all loggers.

### **5. PRINCIPLES OF ACCOUNTING DATA TRANSFER AFTER EXCEEDING MONTH QUOTA**

5.1. The accounting period is one month, as counted from the first day of the month and including its last day. Every month there is a Month Quota available with each selected Tariff Plan (see Table1).

5.2. Data collected in areas outside of the GSM reach are stored as a historical data in each logger's memory. The charge for sending that type of data will be included in Month Quotas, attributable to the collection period.

5.3. Unused Month Quota is not transferred to the following month.

5.4. After the Month Quota is exceeded, all additional data downloaded within the same month will be considered excess and charged in accordance with rates in Table 3.

5.5. The User can decide to collect more data than specified in the Tariff Plan but he or she will be required to pay for data exceeding the monthly quota at rates defined in Table 3.

5.6. The "Account balance" section of the User Panel shows the balance of overdrafts and/or payments for all loggers (SIM cards) assigned to User Panel. The section includes:

**Positive balance** – occurs when the User make a payment higher than the outstanding charge.

**Deficit balance** – occurs when any of the loggers exceed the Month Quota, over the current account balance.

**Zero balance** – the opening balance is zero; indicates that data are uploaded in accordance with selected Tariff Plan; "zero" exists until exhaustion of Month Quota by any of the loggers.

5.7. Recharge fee shall cover current debt and at least cover expected debt in current month.

5.8. Overpayment will be displayed as positive balance and will be successively used for all devices assigned to User's Panel, in case of reaching the limit of the Month Quota. Any sum overpaid will be transferred to subsequent months.

5.9. The User can make a request to reload an account by e-mail, fax, or by payment to the online store.

5.10. Account balance will be updated after ECOTONE receives payment.

5.11. All fees will be supported by invoices that shall be sent to the e-mail entered in a declaration.

5.12. Unused overpayments on User account can be returned on the request in the Customer bank account.

5.13. In the case of unsettled debt at User account, access to the data will be locked, in accordance with point 6.2.

### **6. DATA INTERLOCK**

ECOTONE reserves the right to terminate access to data in following cases:

6.1. Lock access to the logger data:

a) Access to data from a logger will be locked at the expiration of an annual GSM fee contract, and if the User does not elect for an additional contract extension. The logger may remain active, but those data will not be available without additional payment.

b) Data may be collected for up to three months after the expiration of an annual subscription before the SIM card is deactivated, but those data will become property of ECOTONE and not provided to Users, unless notification of an extended subscription is made in accordance with item 3.2.

6.2. Lock access to User Panel:

a) Access to data in the User Panel (kml, csv, maps) will be locked for users if deficit balance exceeds 5 EUR. Data will continue to be collected, but those data will not be available until the User Account balance is settled.

b) If the User does not settle the account balance within 30 days, all loggers in the panel can be automatically switched into the low data collection mode, to reduce accrued costs.

c) If within 90 days the User does not settle the debt, the Panel will become inoperative, and data collected during the time when a debt was accrued will become the property of ECOTONE.

### **7. THE SERVICE**

7.1. Data collected and sent by a logger under repair will not be deduct from the Month Quota.

7.2. If servicing exceeds 2 weeks (counted from the day the logger is sent back by the service), user will be allotted one month of additional data at no extra cost, and at the rate of the elected Tariff Plan.

7.3. If a defective device is replaced, the remaining data collection period, attributable to the faulty unit, will be transferred to the new device.

**TABLES:**

Table 1. Tariff plans

| Tariff plan    | Standby | *60    | 160       | 320       | 640       |
|----------------|---------|--------|-----------|-----------|-----------|
| Annual GSM fee | ----    | 60 EUR | 160 EUR   | 320 EUR   | 640 EUR   |
| Month Quota    | 5 EUR   | 5 EUR  | 13,33 EUR | 26,66 EUR | 53,33 EUR |

\*cannot be chosen for the first year of use

Table 2. Data limit, dependent on the zone and tariff plans

| Number of GPS positions<br>Tariff plan | POLAND |       | EU COUNTRIES and USA (1) |       | THE OTHER(2) |       |
|--|--------|-------|--------------------------|-------|--------------|-------|
|  | day    | month | day                      | month | day          | month |
| 60                                     | 18     | 540   | 5                        | 150   | 2            | 60    |
| 160                                    | 48     | 1440  | 12                       | 360   | 6            | 180   |
| 320                                    |        |       | 24                       | 720   | 12           | 360   |
| 640                                    |        |       | 48                       | 1440  | 24           | 720   |

(1) Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Spain, Holland, Ireland, Lithuania, Latvia, Luxemburg, Malta, Germany, Portugal, Romania, Slovakia, Slovenia, Sweden, Hungary, Great Britain, Italy, Iceland, Liechtenstein, Norway, Gibraltar, French Guiana, Guadelupe, Martinique, Reunion, USA

2) countries not mentioned in point 1 and Poland

Table 3. Prices for data transfer, dependent on the zone

|   | Position GPS PL | GPS position EU and USA(1) | GPS position WORLD(2) | GPS position + extra data PL | GPS position + extra data EU and USA (1) | GPS position + extra data WORLD (2) | Settings | Forward |
|---|-----------------|----------------------------|-----------------------|------------------------------|--|-------------------------------------|----------|---------|
| EUR (netto) within the Month Quota        | 0,0092          | 0,0370                     | 0,0740                | 0,0184                       | 0,0740                                   | 0,1480                              | 0,1500   | 0,1480  |
| EUR (netto) out of the Month Quota (+20%) | 0,0110          | 0,0444                     | 0,0888                | 0,0221                       | 0,0888                                   | 0,1776                              | 0,1800   | 0,1776  |

(1) Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Spain, Holland, Ireland, Lithuania, Latvia, Luxemburg, Malta, Germany, Portugal, Romania, Slovakia, Slovenia, Sweden, Hungary, Great Britain, Italy, Iceland, Liechtenstein, Norway, Gibraltar, French Guiana, Guadelupe, Martinique, Reunion, USA

2) countries not mentioned in point 1