

## **ESIM AS A SERVICE**

### **SCHEDULE 5 – TERMS OF USE - PRODUCTS**

#### **1. DOCUMENTATION**

- 1.1 The data, drawings, illustrations, performance descriptions, weights and measures and other performance data stated in Thales's catalogues, leaflets, circulars and other publications ("Documentation") are of a descriptive nature only. They contain no guarantees and are not contractually binding, unless otherwise stated in the order confirmation, or if they are attached to this Agreement.
- 1.2 Thales is sole owner of the property rights, copyrights, duplication and distribution rights to the Documentation stated in clause 1.1 above.
- 1.3 Subject to the terms of this Agreement, Distributor is granted a non-exclusive, non-transferable and non-assignable right to use the Documentation. Distributor agrees to limit access to the Documentation to those employees who require such access in order to use the Products. Distributor will not make available or disclose any information concerning the Documentation to any other person without the prior written consent of Thales. The obligations expressed in this provision shall remain binding upon Distributor even after completion or termination of this Agreement. Distributor shall take all the same precautions to maintain the confidentiality of the Documentation as those employed to protect its own proprietary information.

#### **2. DELIVERY**

- 2.1 Thales shall deliver the Products to the Distributor in accordance with the terms of delivery set forth in Appendix 1
- 2.2 Prior to delivery, the Products will be preserved, packaged or created in accordance with Thales' usual standards.
- 2.3 The Products delivered in accordance with a purchase order may not be either returned or exchanged except otherwise stated in the present Agreement or in the order acceptance.
- 2.4 Should the delivery of the Products or any part thereof be postponed either at Distributor's request or for any reason not attributable to Thales, Thales shall be entitled to store the Products or any part thereof at Distributor's risks and expenses and to issue the corresponding invoice. The date of storage shall be deemed to be the date of delivery. In such a case, Thales shall issue and sign a warehouse certificate discharging Thales of all liabilities incurred in connection with such storage.

#### **3. TRANSFER OF TITLE AND TRANSFER OF RISKS**

Risks in and title to, the Product shall pass to the Distributor as from the date of delivery thereof, according to the Incoterm specified in this Agreement.

#### 4. WARRANTY

4.1 Definition of Warranty: Thales hereby warrants that the Products shall, subject to the further provisions of this clause, conform to the Specifications for a period of twelve (12) months from the date of delivery (Warranty Period).

4.2 Warranty Conditions:

- a) Distributor shall notify Thales of the non-conformity in writing within seven (7) calendar days after it has been discovered, and the notice shall thoroughly describe the conditions under which the non-conformity has arisen in order to facilitate the diagnostic.
- b) Distributor shall send the Product to Thales in order for Thales to perform a counter analysis. The title on the returned Products shall pass to Thales upon delivery.
- c) If counter analysis confirms the non-compliance to Specifications, then Distributor exclusive remedy shall be limited to the repair or replacement, at Thales option, of the said non-conforming Products. In particular, Thales shall not be held liable for Recall Costs and Associated Replacement Costs and Expenses.

“Recall Costs and Associated Replacement Costs and Expenses” shall mean costs and expenses associated with repair or replacement of Products and relating to but not limited to the removal of a defective Product, Distributor support, calling centre, channel support, Products return (i.e., return of the Products on a standalone basis, the vehicles or product, system into which the Product is installed, workmanship to remove and reinstall the Products, shipping and handling, scrapping, sales channel commissions.).

- d) The warranty described herein shall apply only in as much as the Products have been used and maintained in compliance with Thales' instructions for use, and agreed Specifications.

4.3 Exclusions:

The warranty described shall not apply:

- (1) if the Products have been damaged by the Distributor or its Customers; or any other third party; or
- (2) if the Products have been submitted to conditions not specified in the Specifications; or
- (3) if the Products are used in a non-standard environment (A non-standard environment is an environment requiring a robustness not documented in the Specification); or
- (4) to Products supplied at request of Distributor which Thales has indicated it may not conform (risk products) to applicable technical specifications or constitute experimental, developmental or non-qualified products; or
- (5) if a third-party software has been embedded either at Distributor request by Thales or by any 3rd party; or
- (6) if a new mobile network operator Profile is introduced or if an existing Profile is modified over the air by the Distributor or a third party and
  - i) Thales hasn't been given the opportunity and means to perform validation and compliance tests within Software amended with above mentioned Profile changes
- (7) to any other default not attributable to Thales.

4.4 Thales warrants that each Product is compliant with current security standards in force on the date of their design, and the Distributor acknowledges that the resistance of the security

mechanisms necessarily evolves according to the state of the art in security and notably under the emergence of new attacks. Even if Thales undertake to update regularly each Product, it does not warrant that such Product will conform to the state of the art in electronic security mechanisms at the time they were delivered nor that the Products will be resistant to all possible attacks or to all possible efforts to defeat or disable its functions, including its security mechanisms. Thales shall not incur, and disclaims, any liability in this respect

- 4.5 Under no circumstances, shall Thales be held liable for any third-party actions or claims and, in particular, in case of any successful attack against systems or equipment incorporating the Products. Distributor is deemed to have provided and is responsible for all designs, plans, data (e.g., personalization data), electronic security mechanisms and architecture, and specifications with respect to Products (collectively, "Designs"). If, at Distributor's request or otherwise, Thales makes suggestions with respect to the Designs, Distributor will be responsible for analysing the same and determining whether or not to incorporate them into the Designs.
- 4.6 Distributor represents and warrants that by placing an order for the Products:
- a) it relies on its own knowledge and judgment in the selection and use of the Products as well as the electronic security mechanism and/or architecture installed in the Products; and
  - b) it has reviewed the electronic security mechanism and architecture, and confirms that it meets Distributor's needs.

Thales shall not be liable in any manner whatsoever with respect to failure of, or attack on the electronic security mechanisms and/or architecture of the Products.

- 4.7 The warranty in this clause and the rights and remedies of the Distributor hereunder are exclusive and in lieu of and the Distributor hereby expressly waives any other warranties, rights or remedies whether statutory, express or implied arising by law or otherwise with respect to any defects in or failures of the Products.

## 5. DISCLAIMER

Distributor acknowledges that using or selling Products in vehicles, devices systems or any other element could involve damage to property, vehicle, devices, system or to any other element into which the Product is installed.

Distributor also acknowledges that such use or sale is done at its own risk.

Thales shall not be liable and expressly disclaim all liability for all loss, expenses and damages caused by the use of the Product in such devices or systems by Distributor or any party to whom the Distributor has directly or indirectly supplied the Product

Thales shall not be responsible for the content of the data supplied by the Distributor which may contain applications such as geo-tracking and geo-localization and for any consent or license required for the use of these applications. The Distributor shall indemnify Thales and hold Thales harmless in respect of all third-party actions, claims and demands, costs and expenses in this respect.

## **6. Data Retention**

6.1 From the date of delivery of the files (containing request order and output files (the “Files”) to Distributor via Thales Private Networks Ordering Portal, Distributor retains the order information for a period of twelve (12) months and the output file from a period of twelve (12) months (collectively referred as the ‘Retention Period’). The retention of the Files is subject to the following security measures:

- a) The Files are stored encrypted following the state of the art in term of encryption algorithm
- b) The secure deletion is undertaken immediately upon expiry of the relevant Supplier Retention Period (i.e., 12 months).

## APPENDIX 1

### DELIVERY CONDITIONS

1. Delivery terms are DAP (INCOTERMS ICC 2020).
2. Delivery Date  
The Delivery date shall be the date of actual delivery of the Product to the point indicated above.
3. Documents
  - 3.1 Thales supports each lot of Products by the two following sets of electronic documents available on the Thales Private Networks Ordering Portal along with the Products.
    - 3.1.1 Thales's invoice with the following data;
      - 3.1.1.1 Consignee
      - 3.1.1.2 Number and date of the Agreement
      - 3.1.1.3 Terms of delivery
      - 3.1.1.4 Specification of the Products in accordance with specifying quantity and price as described in Schedule 1.
      - 3.1.1.5 Total value of the delivered Products of the given invoice with the agreed currency.
    - 3.1.2 Packing lists with the following date
      - 3.1.2.1 Q-ty of cards
      - 3.1.2.2 Q-ty of boxes
      - 3.1.2.3 Q-ty of cards into 1 box
      - 3.1.2.4 Net weight (with regards to the pallet)
      - 3.1.2.5 Gross weight (with regards to the pallet)
      - 3.1.2.6 Dimensions of pallets, total volume, m3
  - 3.2 Original shipping documents (2 sets) are to be passed to the driver, which pick up the cargo on behalf of the Distributor.
  - 3.3 Thales shall inform the Distributor within one business day after the determination of any disparity between the actual contents of accepted Products and its invoice, and deliver in the Thales Private Networks Ordering Portal the invoice in accordance with the contents.
4. Packing
  - 4.1 Every precaution shall be taken by Thales to have the Products securely and properly packed to withstand the stage of airfreight and truck transportation and transshipment by cranes and/or other means.
  - 4.2 Thales is obliged to draw up a detailed packing list for each package indicating besides the items, their type (model), number of the item in specification, gross and net weight, Agreement number. This packing list is to be passed to the driver according to paragraph 3.1 above.
5. Lead times
  - 5.1 Ready-to-use SIM cards (see T0 defined below): T0 + 18 business days
  - 5.2 Blank SIM cards (see T0 defined below): T0 + 13 business days
  - 5.3 These contractual lead-times are subject to the issuance of forecasts by the Distributor and the T0 conditions listed in the present terms and conditions and set out, *inter alia*, in paragraph 6.1 below.
6. Validation of the order: T0
  - 6.1 The T0 is the time when Thales has accepted the purchase order and Distributor has validated it.
7. The delivered quantities differ according to the item:
  - 7.1 For blank SIM cards: multiple of 50 blank SIM cards
  - 7.2 For ready-to-use SIM cards: minimum of 100 ready-to-use SIM cards, then multiple of 10 cards

-----END OF SCHEDULE 5-----