

ESIM AS A SERVICE

SCHEDULE 4 -TERMS OF USE – ESIM PROFILE

In addition to the terms and conditions of the Agreement, Thales will provide the Services in accordance with the terms of this Agreement.

1 - Rights Granted

During the Term of the Agreement, Thales grants Distributor a limited, revocable, non-exclusive, non-transferable right to use the Services, in accordance with the Documentation for the Term of the Agreement. Distributor grants to Thales a limited, non-exclusive, royalty-free, fully paid-up, revocable, worldwide license to process, as necessary to provide the Service, the Data, and any proprietary information provided by Distributor in connection with the provision of the Service.

2 - Ownership and Restrictions

2.1 Distributor shall retain all ownership and Intellectual Property Rights in and to Personal Data. Thales or/and its licensors retain all ownership and Intellectual Property Rights to the Services, Thales Data. Thales shall retain all ownership and Intellectual Property Rights to anything developed and delivered under this Agreement.

2.2 Distributor will not (a) use the Service to store or transmit infringing, libellous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-Party privacy rights, (b) use the Service to store or transmit malicious code, (c) interfere with or disrupt the integrity or performance of the Service or third-Party data contained therein, (d) copy Thales Data except as permitted herein or the Documentation, (e) access the Service or Thales Data in order to build a competitive product or service.

3 - Thales warranty

3.1 - Thales warrants that the Services comply with **Error! Reference source not found..**

If Thales receives written notice from Distributor of any substantial non-conformance that impairs the functioning of the Service, Thales will use reasonable endeavours to remedy or cause to remedy such non-conformance after receipt of such notice, as described in **Error! Reference source not found..** Thales at its option may either correct or cause to correct such non-conformance or provide or cause to provide a work-around, which substantially remedies the non-conformance. The Distributor's written notice will specify in reasonable detail the nature of such non-conformance.

3.2 - Exclusions

The obligations provided in Sections 3.1 above will not apply in the event of non-conformances resulting from:

1. software, hardware (including devices), interfacing, or data not supplied by Thales under this Agreement, including but not limited to software, hardware, interfacing, supplies or services provided by a third Party
2. the network and/or the third party system;
3. improper use or operation of the Services or any portion thereof;
4. unauthorized use by the Distributor of the Network and/or a third party system;
5. improper or inadequate maintenance of the Network and/or a third party system;
6. failure by the Distributor to provide complete and/or accurate data necessary for Thales to provide the Services; and
7. fulfilment by the Distributor of its obligations detailed in the contract.

All conditions, terms, representations (other than fraudulent representations) and warranties relating to the Service, whether implied by law or otherwise, which are not expressly stated in the Agreement including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are excluded to the fullest extent possible by law. Thales does not warrant that operation of the Services will be error-free or uninterrupted.

4 - Delivery conditions

1. Delivery date
The Delivery date shall be the date of actual delivery of the eSIM profile to the point indicated above.
2. Documents
 - 2.1 Thales supports each lot of eSIM profile by the following document available on the Thales Private Networks Ordering Portal.
 - 2.1.1 Thales's invoice with the following data;
 - 2.1.1.1 Consignee
 - 2.1.1.2 Number and date of the Agreement
 - 2.1.1.3 Terms of delivery
 - 2.1.1.4 Specification of the eSIM profile in accordance with the quantity and price as described in Schedule 1.
 - 2.1.1.5 Total value of the delivered eSIM profiles of the given invoice with the agreed currency.
 - 2.2 Thales shall inform the Distributor within one business day after the determination of any disparity between the actual contents of accepted eSIM profile and its invoice, and deliver in the Thales Private Networks Ordering Portal the invoice in accordance with the contents.
 3. Lead times
eSIM Profile (see T0 defined below): T0 + 5 business days

These contractual lead-times are subject to the issuance of forecasts by the Distributor and the T0 conditions. The T0 is the time when Thales has accepted the purchase order and Distributor has validated it.

-----END OF SCHEDULE 4-----