## **DEFINITIONS**

- 1. <u>Definitions</u>. Capitalized terms used in this Service Schedule or the Pricing Schedule but not otherwise defined therein shall have the meanings given to them in the General Terms or as follows:
  - 1. "Active Connection" means the Connection which (a) the Customer sets to "active" in the Supplier's systems or (b) which the Customer uses for the first time under the Solution; or (c) is deemed active if not activated or used by the Customer within 30 days of the date of delivery of Connection by or on behalf of Supplier (where Connection is provisioned by Supplier) or date of Order Form (where Connection is procured by Customer from a third party).
  - 2. "API" means the application programming interface.
  - 3. "APN" means access point name.
  - 4. "Billing Month" means the month starting from the first day of the calendar month and ending with the last day of the said calendar month.
  - 5. "Billing Frequency" means the billing cycle period based on which a Connection would be charged.
  - 6. "Charges" mean the charges to be charged by the Supplier, associated with each Orderable Part of the Solution.
  - 7. "Chargeable Connection" means a Connection provided by the Supplier which has met any of its Charging Occurrence(s) events.
  - 8. "Charging Occurrence" means the date(s) on which the Supplier can commence the billing for the component(s) of the Charges as provided under the Pricing Schedule.
  - 9. "Change Request" means a written request received from the Customer for (i) any change or customization to the Solution or (ii) a change in the Commercial Offer allocation to the selected Orderable Parts.
  - 10. "Cloud Provider" means a customer's supplier who supplies cloud based services to the customer.
  - 11. "Commercial Offer" means the specific proposition, fees and associated network services defined for a Connection.
  - 12. "Connection" means a SIM Card which may be supplied by the Supplier as part of the Solution or be procured by the Customer without Supplier's involvement, as the context may imply;
  - 13. "Connected Devices" or "Devices" means hardware devices that can be fit for the purpose of connecting to the Access Network, which could either be pre-owned or brought by the Customer to the Solution or provided by the Supplier as part of the Solution, depending on the Service Option selected by the Customer under the Order Form and Pricing Schedule.
  - 14. "Covered Zone" or "Mobile Coverage" means the countries or locations where Access Network Service or Application Connectivity Service, as applicable, is provided by the Supplier to the Customer as per the applicable Commercial Offer (as further described under the Pricing Schedule).
  - 15. "Credit Limit" means the maximum amount of Usage allowed for a Chargeable Connection during a Billing Month.
  - 16. "eSIM" means a digitally embedded or removable form of a SIM Card which contains a SIM Profile.
  - 17. "eSIM Profile Migration" means the capability to migrate an eSIM's SIM Profile to another Operator of Customer's choice
  - 18. "Forecast" means an estimate of Connections to be supplied by Supplier and the Usage provided by the Customer to the Supplier in writing separately.
  - 19. "GSMA" means Global System for Mobile Connectivity Association.
  - 20. "Initial Term" means the initial term for which the Solution is provided, as identified under the Pricing Schedule.
  - 21. "MNO" or "Operator" means a third-party mobile network operator.
  - 22. "MSISDN" means Mobile Station International Subscriber Directory Number i.e. a number uniquely identifying a Connection in the GSMA network.
  - 23. "Out-of-Offer Plan" means a type of Commercial Offer of which the details are provided in the Pricing Schedule
  - 24. "Network" means a telecommunications network
  - 25. "Portal" means the interface provided by the Supplier to the Customer to access the Connectivity Management Services
  - 26. **"Planned Maintenance**" means any preventative, routine or scheduled maintenance which is performed regarding the Solution, which Supplier or its agents reasonably believe is necessary in order to maintain the Solution or prevent or remedy a defect which may affect Customer's use or access to the Solution.
  - 27. "Pricing Schedule" means a schedule containing the rates and description of the Charges which is agreed between the Parties (in the format provided by the Supplier) and is used as a reference for calculation of Usage and Service Fee during the Service Term.
  - 28. "Service Availability", means a maximum of minutes or hours as the case may be, of availability of the Service on a Service Year for the different capabilities, excluding any SLA Exceptions or other exceptions as set out in the Service Schedule.
  - 29. "SLA" means service level agreement identifiers in relation to different components of the Service as identified under Annex A of the Service Schedule
  - 30. "Service Year" means the annual period commencing upon the Service Commencement Date and each consecutive annual period commencing on the anniversary of such date
  - 31. "Subscription Charges" means per Connection charge for Commercial Offer Charges, Add-on Offer Charges and Out-of-Offer Charges, which when multiplied by the number of Connection or Usage (as applicable) provides the applicable charges.
  - 32. "Subscription Profile" means the type or combination of Usage associated with a Connection as selected by the Customer under the Pricing Schedule.
  - 33. "Supplier's Network" means the telecommunications network which is owned and/or leased and operated and maintained by the Supplier or its Affiliates excluding any third party network used by the Supplier for providing the Solution



- 34. "SIM Card" means a removable card or a chipset module which is compatible with the GSMA authentication procedures, contains a SIM Profile, can be delivered in different Form Factors (i.e. the physical specification of the SIM Card) and for the purposes of this Agreement, includes e-SIMs.
- 35. "SIM Profile" means the embedded software components on the SIM Cards containing the operating system, additional applications and subscription information to authenticate the SIM Card on a Network identified by a unique ICCID (USIMID or UICCID). SIM Profiles includes profiles which may or may not be compatible with GSMA e-SIM specifications.
- 36. "Rounding" means the round up to the nearest number used for calculating the Usage.
- 37. "Tolling Connection" means any Active Connection that passes Traffic during a Billing Period.
- 38. "Traffic" means either of data, voice or SMS traffic being transmitted through the Solution.
- 39. "Usage Allowance" means the total Usage included in a Commercial Offer for a Billing Plan. Once this Usage is depleted, Out-Of-Offer Charges may apply according to the Out-of-Offer Plan selected by the Customer under the Pricing Schedule.
- 40. "Usage" means the use of Solution in various combinations of data in megabytes consumed (uplink or downlink), SMS in numbers (which are either terminating or originating) and/or voice in minutes (either terminating or originating);

Approved As To Form:
LEGAL DEPARTMENT
Standard
(No Changes)

ANY CHANGES TO THE STANDARD TEMPLATE
DOCUMENT SHALL NOT BE EFFECTIVE.