eSIM INTEROPERABILITY AS A SERVICE PROGRAM

1. DEFINITIONS

   1.1 "**Activation Code**" means the code obtained by the Prototype Testers per each Profile Provider through the Service web interface so prototypes with eSIM can be validated.

   1.2 "**eSIM Interoperability as a Service Program**" means a free of charge SM-DP+ online service for the validation of Prototype Testers Devices.

   1.3 "**Device**" means terminal devices that are used with the eSIM Interoperability as a Service Program and that are owned by Prototype Testers in connection with this Service.

   1.4 "**Documentation**" means a report provided by Valid quarterly with the names of the Prototype Testers downloading profiles from the eSIM Interoperability as a Service Program, the number of successful and unsuccessful operations and the potential failure root causes.

   1.5 "**Intellectual Property**" means: (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) knowhow; (iii) rights in domain names; (iv) applications, extensions and renewals in relation to any such rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future.

   1.6 "**Login Credentials**" mean any passwords, authentication keys or security credentials that are used by Prototype Testers to access to the eSIM Interoperability as a Service Program.

   1.7 "**Profile**" means a set of parameters that would allow Devices to gain access to a cellular network when used in a commercial environment. In the context of the Profiles obtained from eSIM Interoperability as a Service Program shall not allow access to real networks.

   1.8 "**Profile Providers**" means the Mobile Network Operators and other Profile Providers providing their commercial Profiles without real credentials.

   1.9 "**Prototype Testers**" means device makers testing through the Service that their Devices will work with the Profiles provided by the Profile Providers.

   1.10 "**Service**" means the eSIM Interoperability as a Service Program (which includes access to the Valid Interoperability Portal) to be provided by Valid to Profile Providers and Prototype Testers under the eSIM Interoperability as a Service Program terms and conditions.

   1.11 "**Terms and Conditions**" means the applicable version of the Valid eSIM Interoperability Program terms of Service.

   1.12 "**Valid**" means Valid Soluciones Tecnológicas S.A. whose registered office is situated at Avenida de Manoteras 20, Edif. Tokyo, 3ª Planta, 28050 Madrid, Spain.

1.13 "**Valid Interoperability Portal**" means the website interface which allows Prototype Testers to access to eSIM Interoperability as a Service Program and use the Service.

1.14 "**Valid Interoperability Support**" means the following mailbox esim.iaas.oem@valid.com where Profile Providers and Prototype Testers can send their questions and requests for support.

2. **eSIM INTEROPERABILITY AS A SERVICE PROGRAM.** eSIM Interoperability as a Service Program is an Internet meeting point for Prototype Testers, interested in testing their eSIM enabled Devices with Profile Providers acting in their target markets.

3. **SUPPORT.** The eSIM Interoperability as a Service Program does not entitle Profile Providers and/or Prototype Testers to any support except for the mail box esim.iaas.oem@valid.com.

4. **USE OF THE SERVICE AND RESTRICTIONS.**

   4.1. Profile Providers and Prototype Testers will ensure that the use of the eSIM Interoperability as a Service Program does not breach these Terms and Conditions or any applicable law or regulation when using the eSIM Interoperability as a Service Program. Profile Providers and Prototype Testers are solely responsible for compliance with any applicable law and regulation related to the manner in which they use the eSIM Interoperability as a Service Program.

   4.2. Profile Providers and Prototype will comply at all times with the requirements of these Terms and Conditions, all applicable laws and any additional guidelines published by Valid.

   4.3. Profile Providers and Prototype Testers shall not represent themselves as agents of Valid for any purpose, nor pledge Valid's credit or give any condition or warranty or make any representation on Valid's behalf or commit Valid to any contracts. Further, Profile Providers and Prototype Testers shall not without Valid's prior written consent make any promises or guarantees with reference to the eSIM Interoperability as a Service Program beyond those contained in these Terms and Conditions.

5. **RESPONSABILITIES.**

   5.1. Prototype Testers are responsible for maintaining the security of the Login Credentials. The Login Credentials generated for eSIM Interoperability as a Service Program are for Prototype Testers' use only and they will not sell, transfer, or sub-license them to any other entity or person, except that Prototype Testers may disclose Prototype Testers' Login Credentials to Prototype Testers' subcontractors performing work on Prototype Testers' behalf. If Prototype Testers becomes aware of any unauthorized use of their Login Credentials, Prototype Testers will notify Valid as promptly as possible.

   5.2. Prototype Testers are solely responsible for the development, implementation, operation, support and maintenance and security of the following used in conjunction with the eSIM Interoperability as a Service Program (a) each Prototype Testers Device; and (b) the software used on each Device.

   5.3. Prototype Testers are solely responsible for procuring and maintaining its Internet connections from its systems to Valid's eSIM Interoperability as a Service Program.

6. **INTELLECTUAL PROPERTY.** Except as expressly set forth in these Terms and Conditions does not grant either party any rights, implied or otherwise, to the other's Intellectual Property. As between Valid and the Profile Providers and Prototype Testers, Valid exclusively owns and reserves all Intellectual Property and any other right, title and interest in and to the eSIM

Interoperability as a Service Program. As between Valid and Profile Providers and Prototype Testers, Valid own and reserves all right in the eSIM Interoperability as a Service Program and the Documentation and Profile Providers and Prototype Testers exclusively own and reserves all right, title and interest in and to each of their solutions and data.

7. **CONFIDENTIALITY.** The following information shall be considered Confidential Information: (a) Profiles; and (b) Login Credentials. Each party shall maintain in confidence the Confidential Information disclosed by the other party and apply security measures no less stringent than the measures that such party applies to its own similar information, but not less than a reasonable degree of care, to prevent unauthorized disclosure and use of the Confidential Information. For this purpose, the Profile Testers shall not (i) reverse engineer, decompile, or disassemble any software (ii) reverse engineer the Profiles that are downloaded from the eSIM Interoperability as a Service Program and (iii) are not entitled to disclose to third parties the results of the tests performed by using the eSIM Interoperability as a Service Program.

8. **TERM AND EFFECT OF TERMINATION**

8.1 <u>Term</u>. The enrollment in the eSIM Interoperability as a Service Program is Agreement shall remain in effect for 2 (two) months from the date of registration until terminated under the provisions of these Terms and Conditions. Additional extension periods of two (2) months can be required. Valid shall be permitted to terminate eSIM Interoperability as a Service Program (i) for any reason with thirty (30) business days' notice to Profile Providers and Prototype Testers; and (ii) in the event of a material breach of these Terms and Conditions by any Profile Providers and/or Prototype Testers, provided that Profile Provider and/or Prototype Tester does not cure such material breach within thirty (30) business days after written notice from Valid.

8.2 <u>Effect of Termination</u>. Upon termination of this Agreement for any reason: Profile Providers and Prototype Testers will immediately discontinue any use of the eSIM Interoperability as a Service Program.

9. **NO WARRANTY**

THE eSIM INTEROPERABILITY AS A SERVICE PROGRAM IS PROVIDED "AS IS – WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND. VALID AND PROFILE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. VALID DOES NOT WARRANT THAT THE eSIM INTEROPERABILITY AS A SERVICE PROGRAM WILL MEET PROFILE PROVIDERS AND/OR PROTOTYPE TESTERS´ REQUIREMENTS, OR THAT THE OPERATION OF THE eSIM INTEROPERABILITY AS A SERVICE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE. PROFILE PROVIDERS AND/OR PROTOTYPE TESTERS ARE RESPONSIBLE FOR DETERMINING WHETHER THE eSIM INTEROPERABILITY AS A SERVICE PROGRAM WILL BE SUITABLE FOR ITS INTENDED USE OR APPLICATION OR WILL ACHIEVE THEIR INTENDED RESULT. VALID HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY FOR THE eSIM INTEROPERABILITY AS A SERVICE PROGRAM. ANY TECHNICAL, APPLICATIONS OR INFORMATION OR ADVICE, QUALITY OR CHARACTERIZATION, RELIABILITY DATE OR OTHER SERVICES PROVIDED BY VALID SHALL NOT CONSTITUTE ANY REPRESENTATION OR WARRANTY BY VALID OR ALTER THIS DISCLAIMER OF WARRANTY. NO ADDITIONAL OBLIGATION OR LIABILITIES SHALL ARISE FROM VALID'S PROVIDING SUCH INFORMATION OR SERVICES. OT DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE eSIM INTEROPERABILITY AS A SERVICE PROGRAM.

10. LIMITATION OF LIABILITY; LIQUIDATED DAMAGES

THE TOTAL LIABILITY OF VALID ARISING OUT OF OR RELATED TO THE eSIM INTEROPERABILITY AS A SERVICE PROGRAM SHALL NOT EXCEED THE AMOUNT PAID BY PROFILE PROVIDERS AND/OR PROTOTYPE TESTERS OR ITS AUTHORIZED REPRESENTATIVES TO VALID UNDER THIS AGREEMENT OR ONE HUNDRED US DOLLARS (USD$100.00) IF NO AMOUNT IS PAID BY PROFILE PROVIDERS AND/OR PROTOTYPE TESTERS. IN NO EVENT SHALL VALID HAVE LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. GENERAL PROVISIONS

11.1 <u>Severability</u>. If any provision of these Terms and Conditions is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining portions thereof.

11.2 <u>Governing Law and Jurisdiction</u>. These Terms and Conditions shall be governed by the laws of Spain. All claims and disputes between the parties shall heard by the Courts located in Madrid, Spain.

11.3 <u>Waiver</u>. No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof, or of any other right, power or privilege.

11.4 <u>Language</u>. These Terms and Conditions are in the English language only which language shall be controlling in all respects. All communications and Documentation to be furnished hereunder shall be in the English language only.

11.5 <u>Force Majeure</u>. Neither party shall be liable for any failure or delay in its performance under eSIM Interoperability as a Service Program due to causes, including, but not limited to, acts of God, acts of civil or military authority, fires, epidemics, pandemics, floods, earthquakes, riots, wars, sabotage, third party industrial disputes and governments actions, which are beyond its reasonable control. The delayed party's time for performance or cure shall be extended for a period equal to the duration of the cause.

11.6 <u>No Agency</u>. Nothing herein contained shall be construed to constitute the parties hereto as partners or joint venturers or the agent of another party in any sense of those terms whatsoever. Neither party assumes any liability of the other party nor shall have any authority to enter into any binding obligation on behalf of the other party.

11.7 <u>Entire Agreement</u>. These Terms and Conditions contain the entire understanding between the parties with respect to the eSIM Interoperability as a Service Program and merges and supersedes all prior oral and written documents, understandings and representations and can be amended by Valid at its discretion from time to time.