

Schedule for the Supply of EV SIM Cards

1. WHAT WORDS MEAN IN THIS SCHEDULE

In addition to capitalised terms defined elsewhere in the Contract, the following definitions apply in this Schedule:

Data Allowance: has the meaning given to it in paragraph 11.3.

Installation Services: the installation of the SIM Cards in the Charge Points.

Network Services: the mobile network connectivity and data, provided by Radius to enable the SIM Cards to function.

Services: the Installation Services and the Network Services.

SIM Cards: the physical subscriber identity modules to be supplied by Radius for installation and use in the Customer's Charge Point(s), as itemised in the Sales Order.

2. DURATION

2.1 Subject to the Customer paying all relevant Charges, Radius shall deliver the SIM Cards and Services to the Customer for the period set out in the Sales Order (the "**Initial Term**") after which provision of the Services will automatically renew for successive 12 month periods (each being a "**Renewal Term**") unless and until either:

- (a) terminated in accordance with paragraph 2.2; or
- (b) the Services or the Contract is terminated in accordance with the Terms & Conditions.

2.2 Either party may terminate provision of the Services upon serving not less than three months' written notice, such notice to expire at the end of the Initial Term or the end of a Renewal Term.

3. SUPPLY AND DELIVERY

3.1 Radius shall supply the number of SIM Cards set out in the Sales Order to the Customer and shall deliver the same to the Customer at the delivery location specified in writing by the Customer.

3.2 The Customer shall be deemed to have accepted the delivery of the SIM Cards in full, as is, if it has not rejected it and communicated its rejection in writing to Radius, duly specifying the reasons for the rejection within one week after delivery.

- 3.3 The Customer acknowledges that Radius is not the manufacturer of the SIM Cards. However, if faulty SIM Cards are identified (and the fault is not caused by the Customer or any person or circumstance within the Customer's control), the Customer's exclusive remedy and Radius' sole liability shall be, to replace the faulty SIM Cards.
- 3.4 Estimated delivery dates are indicative only and are not guaranteed. Delays in delivery shall not entitle the Customer to: (i) refuse to take delivery of the SIM Cards; (ii) claim damages; or (iii) terminate the Agreement.
- 3.5 Radius may, at its sole discretion, determine the specification and type of the SIM Cards provided that the SIM Cards function in the Charge Points.

4. INSTALLATION AND ACTIVATION

- 4.1 If the Customer has elected to install the SIM Cards itself, then the Customer is responsible for:
- (a) the correct installation of the SIM Cards in the Charge Points in accordance with any instructions provided by Radius and the relevant Charge Point manufacturer; and
 - (b) ensuring the Charge Points are configured to the parameters identified in the URL provided by Radius for such purpose.
- 4.2 If the Customer has elected for Radius to provide installation of the SIM Cards in the Charge Points as indicated on the Sales Order, the Customer shall:
- (a) provide all necessary co-operation to Radius to enable it to carry out the installation;
 - (b) provide all pre-installation information about the Charge Points that is requested by Radius;
 - (c) allow Radius (and any sub-contractor) safe, free and uninterrupted access to the installation site and Charge Points; and
 - (d) ensure a Customer representative is onsite and available to Radius' technician whilst the installation Services are being performed.
- 4.3 The SIM Cards will be activated upon correct configuration in the Charge Points.

5. INTENDED USE

- 5.1 The Customer shall use the SIM Cards only in the Charge Points and only for the purpose of machine-to-machine (M2M) connectivity in connection with EV charging operations and the Customer shall not resell, sublicense, or use the SIM Cards for any other purpose.
- 5.2 The Customer is responsible for ensuring the security of the SIM Cards in the Charge Points.
- 5.3 The Customer is responsible for promptly reporting lost, stolen, damaged or compromised SIM Cards. Any replacement SIM Cards provided by Radius will be at the Customer's cost.

5.4 The Customer shall comply with all applicable laws in its use of the SIM Cards and Services.

6. NETWORK AVAILABILITY

6.1 The Network Services depend on the coverage and performance of third-party mobile network operators and are provided on a reasonable-endeavours basis.

6.2 Radius does not guarantee uninterrupted or fault-free connectivity and is not liable for network outages, coverage gaps, or degradation caused by third-party operators.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Customer acknowledges and agrees that Radius, its suppliers, partners and licensors, own and shall retain all rights, titles and interest in and to all intellectual property rights embodied in the SIM Cards and Services.

7.2 The Customer acknowledges and agrees that this Contract does not grant to the Customer any intellectual property rights in the SIM Cards or Services.

8. SUPPORT SERVICES

8.1 Radius will use reasonable efforts to solve any issues regarding the functioning of SIM Cards which the Customer brings to its attention, without being obligated to bring about the solution.

8.2 Issues which Radius has assessed as being caused by reasons not directly and wholly related to the SIM Cards as delivered by Radius are outside the scope the support services. Such issues include issues caused by the networking/connectivity setup, peripherals provided by third parties and other technology and services not provided by Radius.

9. WARRANTIES

9.1 Radius warrants that it has the right to supply the SIM Cards and Services.

9.2 Except as expressly stated, the SIM Cards and Services are provided "as is" and Radius excludes all other warranties, express or implied, including fitness for a particular purpose, to the extent permitted by law.

10. TITLE AND RISK

10.1 Risk in SIM Cards shall pass to the Customer upon delivery to the delivery location notified in writing by the Customer.

10.2 Title to the SIM Cards shall not pass to the Customer until Radius has received payment of all Charges in full.

11. CHARGES

- 11.1 The Charges for the SIM Cards and Services shall be as set out in the Sales Order and shall be invoiced by Radius as set out in the Sales Order.
- 11.2 The Customer shall pay the Charges in accordance with the Contract.
- 11.3 Each SIM Card includes the data allowance set out in the Sales Order ("**Data Allowance**"). Where the Customer has purchased multiple SIM Cards, the Data Allowance is aggregated across the total number of SIM Cards purchased by the Customer.
- 11.4 Excess data usage over the Data Allowance will incur excess usage Charges as set out in the Sales Order.