



Wireless Logic Group

Conexa Terms

Supplemental terms to Connectivity Services Product
Schedule

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Including updates for the GSMA SGP.32 new standard

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Wireless Logic Group Conexa Terms

The Products that Wireless Logic delivers are subject to and governed by the General Terms as supplemented by the additional terms as set out in these Conexa Terms in respect of the Conexa Services that the Customer orders from Wireless Logic from time to time. **These Conexa Terms are supplemental terms applicable to Connectivity Services delivered on a Conexa SIM.**

The Master Agreement Form will note that the Conexa Terms apply in the Special Conditions box on the front of the Master Agreement Form, and these Conexa Terms will accordingly take precedence over the Connectivity Services Product Schedule to the extent applicable.

By ordering Conexa Services, the Customer agrees to be bound by the additional terms and conditions set out in these Conexa Terms from the relevant Service Start Date(s).

Save as expressly amended in respect of the Conexa Services set out in these Conexa Terms, all other provisions of the General Terms (and any Order form or Tariff Addendums) shall continue in full force and effect without amendment.

Disclaimer of promotional materials

The presentation of Products on Wireless Logic's website does not constitute a legally binding offer, but a non-binding online catalogue. Wireless Logic's commitments on the specification and/or quality of Products shall be exclusively as set out in the relevant Agreement between Wireless Logic and the Customer. No public statement, promotion or advertising will constitute any contractual commitment from Wireless Logic in respect of the specification and/or quality of any Product(s).

Unless expressly agreed otherwise in writing, the samples that Wireless Logic provides to the Customer before or on the Agreement entering into force are only illustrative samples for the sole purpose of giving an approximate character of the relevant Product(s). The Agreement is not a sale by sample.

Conexa Terms

Conexa is Wireless Logic's GSMA certified, mobile core network, designed and built for the Internet of Things.

With the GSMA's new SGP.32 standard, IoT eSIMs can now be managed and provisioned more efficiently than ever, unlocking greater flexibility for global IoT deployments.

In these Conexa Terms, the following words and phrases will have the meanings given below, unless the context in which they are used requires a different meaning:

"Conexa SIM" means a Conexa SGP.32 SIM provided by Wireless Logic.

"EIM" means eSIM IoT Remote Manager, as described in the GSMA Remote Provisioning Architecture for Embedded UICC Technical Specification.

"EIM Hosting" is a service provided by Wireless Logic whereby relevant keys and SIM identities are held in the Wireless Logic EIM manageable by the Customer.

"IP Ae" means the IoT Profile Assistant (IPA), the SIM-side component defined in GSMA SGP.32 that communicates with the eIM to receive and execute profile management commands on the eUICC embedded in a Customer Device.

"Wireless Logic EIM" means the Wireless Logic eSIM IoT Remote Manager device managed by Wireless Logic.

1 Conexa Services

- 1.1 Conexa Services constitute Connectivity Services for the purposes of the Agreement and the General Terms, and the Connectivity Services Product Schedule will govern the provision of Conexa Services as supplemented by these Conexa Terms.
- 1.2 Where the Customer has placed an Order for the provision of Connectivity Services as Conexa Services, Wireless Logic will deliver the relevant Profiles on eUICC SIM Hardware or deliver Profiles to SGP.32 SIMs already deployed. The Service Start Date of the SIM for the Conexa Services takes place at the time that the Profile is sent to the Customer (**"Initial Activation"**). On receipt of the Profile the Customer can therefore use the Conexa Services immediately.

2 Use of the Conexa Services

- 2.1 The definition of "End User" in the General Terms includes any End User of the Conexa Services and the obligations of the Customer and Customer Entities contained in the General Terms and Connectivity Service Product Schedule shall be deemed to apply to the use of the Conexa Services.
- 2.2 Where Wireless Logic provides Remote SIM Provisioning Services using SGP.32, Wireless Logic (acting as or through the EIM) may initiate server-side profile management operations (including profile download, enable, disable or deletion) without requiring action by the Customer or any end user. Wireless Logic will use reasonable endeavours to provide the Customer with reasonable advance notice before initiating any server-initiated profile change that would materially affect the Customer's Connectivity Services, except where such

change is required by the relevant Network Provider, by applicable law, or on grounds of network security or integrity

- 2.3 Where the Customer Device uses SGP.32-based Remote SIM Provisioning, the Customer is additionally responsible for ensuring the relevant Customer Device conforms to GSMA SGP.32 v1.2.

3 Property Rights

- 3.1 **Conexa SGP.32 SIMs:** Where, as agreed in writing by Wireless Logic, a Customer pays an upfront-SIM Charge as part of the Conexa Service then the SIM becomes the Customer's property from the date of cleared payment notwithstanding the provisions of paragraph 5.1 in the Connectivity Service Product Schedule.
- 3.2 In cases where the Customer has provided SGP.32 SIMs for download of Profiles belonging to Wireless Logic, those SGP.32 SIMs will remain property of the Customer. The Profiles remain the property of Wireless Logic at all times and Wireless Logic will reclaim the Profiles on termination or expiry of the Connectivity Services using those Profiles.

4 Exclusions from Connectivity Services

- 4.1 Sections 8 (Tariff Holiday), 9 (SIM Changes), 11 (Churn) of the Connectivity Service Product Schedule shall not apply to the Conexa SGP.32 SIMs.

5 Charges for the Conexa Services

- 5.1 The definition of "Charges" in the General Terms shall include the amounts payable for the Conexa Services.
- 5.2 **EIM Hosting Fee:** This is a monthly fee which applies to SGP.32 SIMs registered and managed by the Wireless Logic EIM but not using a Wireless Logic-provided Profile for connectivity.

6 Right to Exit

- 6.1 **EIM Portability (SGP.32):** Notwithstanding section 16.3(ii) of the Connectivity Service Product Schedule, for Customer Devices using SGP.32-based Remote SIM Provisioning, Customers can apply to migrate the EIM on termination or expiry of the Connectivity Services. On request, Wireless Logic will use commercially reasonable efforts to facilitate the transfer of the Customer's device fleet from the Wireless Logic EIM to a replacement EIM designated by the Customer (or a named third party), in accordance with the procedures set out in GSMA SGP.32. Wireless Logic will assume no costs or Liability for the work involved in migrating to a replacement EIM.
- 6.2 Wireless Logic will charge an exit fee equivalent to one (1) months' Charges to administer the exit process. This exit fee will be charged in addition to any application termination fees under Clause 24.3 (Termination Fees) of the General Terms, which will also apply to any termination of the Connectivity Services.
- 6.3 The Customer acknowledges that any replacement EIM must hold valid GSMA SAS-SM accreditation as a condition of transfer. The Customer is wholly responsible for ensuring that the technical setup of the new IoT Provider meets the Customer's needs. In the event the Customer wishes Wireless Logic to continue hosting Customer SIMs on its EIM, charges will apply as specified by Wireless Logic on application.