



## Offer Description – Product eSIM Flex Subscription

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to a Supplemental End User License Agreement or SEULA mean Offer Description.

### 1. Summary

eSIM Flex Subscription (the “**Product**”) is a cloud-based Subscription Offer that is offered on an as-a-service basis to Lead Service Providers or Partner Service Providers. The Product enables the Lead Service Provider and its end users to change Carriers to any Carrier who is a Partner Service Provider on an eSIM card by downloading and activating the Partner Service Provider Carrier’s Profile remotely over-the-air, using SMS and data connectivity channels. The Lead Service Provider could enable their end users, for example, to change connectivity of a connected car between regional carriers (who are Partner Service Providers) to comply with local regulations and/or to optimize connectivity cost and performance. The Product is designed to integrate with the Lead Service Providers’ Connectivity Management Platforms (which may include Cisco IOT Control Center or other third party platforms) to orchestrate wireless network provisioning and over-the-air updates of the eSIM card. The Product complies with GSMA M2M eSIM specification adopting SGP 0.01 M2M e-SIM architecture and SGP 0.02 e-SIM technical specification. Further information about the Product can be found in the [eSIM Flex Subscription Capabilities Summary and Overview](#) and in the Product’s Documentation (“**Documentation**” shall have the meaning as it is defined in the General Terms).

### 2. Support and Other Services

Your purchase of the Product includes the support services described in the [Support Terms for Cisco eSIM Flex Subscription](#).

### 3. Performance Standards

Cisco does not make any service level availability commitments for the Product because the Product’s ability to quickly and successfully complete a Carrier swap transaction, as well as the processing time to download and activate a Profile, depends on a device’s connection status, which is outside of Cisco’s control. For example, a device in an underground garage is likely unreachable (i.e., cannot receive or send SMS or cellular data) and cannot be localized to another carrier until it can connect to the network again.

### 4. Data Protection

If the Lead Service Providers’ Connectivity Management Platforms with which the Product integrates is Cisco IOT Control Center, the [eSIM Flex Subscription Data Privacy Sheet](#) describes the Personal Data that Cisco collects and processes as part of delivering the Product.

If eSIM Flex Subscription integrates with a non-Cisco third-party Connectivity Management Platform, then Cisco is not responsible for the the Personal Data once it leaves the eSIM card and processing and protection of data within the applicable third-party Connectivity Management Platform is governed by the terms and conditions and policies of the applicable third-party.

## 5. Special Terms

5.1 **Scope of Use/Limitations.** Onboarding of the Product requires the Lead Service Provider to: (a) use the built-in GSMA-compliant subscription manager secure routing (SM-SR) component; and (b) purchase the physical eSIM card from a Cisco approved vendor(s).

### 5.2 Fee Structure and Calculation

- (A) Platform Fee. The Lead Service Provider and Partner Service Provider are required to pay a committed non-cancellable monthly recurring access fee, charged for the duration of the Subscription Term.
- (B) Supported eSIM card Fee: A monthly recurring fee charged per each supported eSIM card whose SM-SR Key is loaded into Cisco's SM-SR, which is billable to the Lead Service Provider for every month the eSIM card's SM-SR Key remains in Cisco's SM-SR and is used on the eSIM card.
- (C) Download Fee: A transactional one-time fee applied for each successful Profile download event and/or first-time successful activation of a pre-loaded Profile event, which is billable to the Lead Service Provider in the month that the download/activation of the Profile occurs.
- (D) Downloadable Profile SM-DP Storage Fee: A monthly recurring fee charged per unused downloadable Profile while it is stored on Cisco SM-DP, and until that Profile is downloaded to an eSIM card. The Downloadable Profile SM-DP Storage Fee is billable to the Partner Service Provider per each month the Profile is stored on Cisco's SM-DP. If the Partner Service Provider doesn't utilize Cisco's SM-DP and stores the Profile under its own SM-DP, no fee is charged.
- (E) SM-SR Key Migration Fee: An optional transactional one-time fee applied for each SM-SR key when a Lead Service Provider migrates it from Cisco's SM-SR component under the Product to a non-Cisco SM-SR.

The number of billable e-SIMs and Profiles are based on counts at the close of a monthly billing cycle. The number of downloads is aggregated throughout the monthly bill cycle and billed at the end of each cycle. Fees are not prorated for partial months of service.

5.3 **Sector-Specific Laws and Regulations.** You are solely responsible for compliance with any applicable laws, rules, regulations, and requirements and for obtaining any required licenses or permits associated with Your and Your end-users' use of the Product, including, but not limited to, (a) the use of radio frequencies and cellular networks, and the transmission of SMS or data on those networks, in connection with Your use of the Product, as well as (b) the collection, processing, transmission, or storage of data belonging to or associated with Your end users in connection with Your use of the Product.

5.4 **In addition to the disclaimers set forth in the Agreement, Cisco does not warrant that the Product will be error-free or uninterrupted, that Cisco will correct all errors, or that the Product will meet Your requirements or expectations. Cisco is not responsible for any issues related to the performance, operation or security of Your services to Your end users that arise from Your content or third-party content or services provided by any other third parties.**

5.5 **Non-cancellable.** Product subscriptions are non-cancellable, and payments for such Product subscriptions are non-refundable and non-proratable.

### 5.6 Definitions

Term	Meaning
<b>Carrier</b>	A wireless cellular connectivity provider.
<b>Connectivity Management Platform</b>	A platform used by Service Providers to provision and manage Subscribers on the wireless network similar to Cisco Control Center.

Term	Meaning
<b>Lead Service Provider</b>	A Carrier Service Provider who owns the control of/on the e-SIM cards, to whom Cisco will provide the necessary credentials to execute Carrier changes/swaps using the Product.
<b>Partner Service Provider</b>	A Carrier Service Provider who offers and delivers a downloadable Profile to the Lead Service Provider.
<b>Profile</b>	A Subscriber identity from a Carrier necessary for using network services.
<b>SM-SR Key</b>	The cryptographic entity registered with Cisco SM-SR during eSIM card manufacturing to facilitate communication between SM-SR and eSIM card.
<b>Subscribers</b>	Service Provider's end customer e-SIMs end users.