

Aeris 2014 SIM Swap Terms & Conditions

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Thank you for your interest in the 2014 SIM Swap offer from Aeris Communications, Inc. ("Aeris"). We look forward to working with you and welcoming you to the Aeris family.

This offer is subject to all of the following terms and conditions, which you accept by contacting Aeris about participating in the offer:

Duration of the Offer; Limited to U.S. The offer applies to SIMs to be shipped before December 31, 2014, unless canceled earlier by Aeris at its sole discretion. Although SIMs may operate globally, Aeris will only ship SIMs to U.S. locations. If you are interested in using your SIMs outside the U.S., please contact your Aeris sales representative to receive a quote on international pricing.

SIMs Subject to the Offer. This offer only applies to consumer-grade SIMs in the usual 2FF form factor. If you have a need for a different type of SIM, please contact the Aeris Sales team to discuss pricing for other SIM form factors (embedded, hardened, 4FF).

Wireless Services Agreements. If you are not already an Aeris customer, you will need to enter into a Wireless Services Agreement ("WSA") with Aeris in order to receive SIMs. The WSA includes a pricing attachment covering access and usage fees and other terms, as well as other terms and policies applicable to devices operating on the Aeris network. The Aeris sales team will provide you with the WSA and discuss pricing with you based on your expected needs and deployment. During the signup process, you will need to provide a valid credit card for payment of shipping, access, usage and all other charges and fees.

Staged Rollout and Activation of SIMs. Unless you and Aeris come to a different agreement, this offer is only available to those who reasonably believe they will be able to deploy at least 500 SIMs into an active-billed state within 90 days of shipment. Aeris will initially ship up to 500 SIMs without charge. Each SIM will need to be provisioned on the Aeris network by you so that they can begin to receive services.

For all SIMs sent to you under this offer, you will be charged \$1.00 for each SIM that has not been moved to the active-billed state within 90 days of shipment (see the standard terms included with the pricing attachment for a description of how SIMs can move to the active-billed state).

If you need more than 500 SIMs while the offer is still in place, you will be eligible for one or more subsequent shipments of up to 500 SIMs once at least 80% of the SIMs in your prior shipment have been provisioned on the Aeris network and moved to the active-billed state.

Additional Terms. The following additional terms apply to this offer and to all SIMs you receive from Aeris pursuant to this offer:

Technical Specifications. The technical specifications for all SIMs are available from Aeris Sales Engineering. You are solely responsible for selecting SIMs that meet your requirements, and Aeris will not have any liability for any technical advice that it may provide regarding the selection or use of SIMs.

Shipment. Aeris ships all SIMs promptly after approval of an order on *ex works* terms using a delivery method that you select and pay for (generally two day shipping). When the carrier picks up the package at the Aeris facility, title and risk of loss pass to you. You may purchase additional shipping insurance at the time of purchasing the SIMs. If you want a quantity of SIMs that cannot be fulfilled in one shipment or at one time, Aeris will notify you of the number of shipments or the expected time of shipment. You are the importer of any SIMs shipped by Aeris.

Inspection and Acceptance. You are responsible for inspecting all SIM promptly after receipt and testing them to ensure proper operation. If you believe any SIMs are damaged or do not operate properly, or that the shipment did not contain the correct number of SIMs, you must notify Aeris in writing of the issue within ten (10) business days of receipt.

Loss, Theft or Fraud. You are responsible for notifying Aeris Sales Department immediately of the loss or theft of any SIMs or if you suspect that any SIM is being used fraudulently. You are responsible for all usage and activity of SIMs until Aeris receives such notice. Aeris will cancel any SIMs at your request.

Warranty. Aeris warrants that SIMs will conform to their technical specifications and be free from defects in workmanship or material for a period of twelve (12) months from delivery. If you believe that any SIMs do not conform, you should contact Aeris Finance Department for warranty support. Aeris will replace SIMs covered by this warranty at no charge, although Aeris will not be responsible for labor or materials costs for disassembly or repair of any equipment. Aeris may direct you to dispose of or return any SIM covered by this warranty; see "Return of SIMs" below if Aeris asks you to return the SIM to Aeris. This warranty does not apply if the SIM has been altered, improperly installed, misused or damaged after delivery. Aeris disclaims all other statutory, implied, or express warranties of any kind, including warranties of merchantability, fitness, or non-infringement.

Return of SIMs. You may not return any SIMs to Aeris for any reason without a return material authorization number (RMA). Shipping of defective or warranty goods will be at Aeris expense, and you will be responsible for all other shipping charges. If Aeris approves the return of any non-defective SIMs, you must follow any packing instructions from Aeris and will be responsible for any restocking fee.

Export. You will not export any SIMs or related technical data to any country for which an export license or governmental approval is necessary without first obtaining the license or approval and will not provide SIMs to any person with whom business may not be legally be transacted under any applicable law or regulation. You remain responsible for all activity of all SIMs shipped to you until we enter into a service agreement with a subsequent user.