



ENTERPRISE SERVICES AGREEMENT

This Enterprise Services Agreement (“Agreement”) is made as of the date listed on the applicable Sales Order Acknowledgement (“Effective Date”) between the ORBCOMM entity as described below (“ORBCOMM”) and the entity placing the order as identified in the applicable Sales Order Acknowledgement (“Customer”). ORBCOMM and the Customer may each be referred to herein as a “Party” or collectively as the “Parties.”

“Sales Order Acknowledgement” or “SOA” means a document issued by ORBCOMM indicating its acceptance of Customer’s offer to purchase which incorporates by reference the terms and conditions of this Agreement.

1. Subscription.

ORBCOMM provides an end-to-end solution that allows Customers to access data, including asset location, gathered from ORBCOMM equipment installed on Customer’s assets, and makes the data available to Customer through ORBCOMM’s proprietary software and websites; and, depending on Customer asset type, permits the Customer to send data and/or commands to Customer’s assets on a machine-to-machine basis. The equipment provided hereunder shall be as set forth in the applicable SOA or Exhibit A (“Device(s)”) and the Services provided therewith are as described in Section 6. Together the Device and the Services constitute a Subscription (“Subscription(s)”). Subscriptions are provided to Customer by ORBCOMM on a Device-by-Device basis during the Subscription Term (as defined in Section 3.1).

2. Fees, Taxes & Payment Terms.

- 2.1. Fees.** Subscription fees and charges under this Agreement are as set forth in the applicable SOA (“Fees for Services”). Subscription fees are payable as set forth in the applicable SOA and Exhibit A (“Subscription Fees”). Subscription Fees are billable to Customer throughout the Subscription Term regardless of whether a Device is active or installed. All other fees and charges are in accordance with the applicable SOA and the payment terms as described in this Section 2. Customer acknowledges that all fees for the Subscription Term are payable under all circumstances, including cancellation, in accordance with the terms herein.
- 2.2. Fee Increase.** Commencing on the first anniversary of the Effective Date and each anniversary thereafter, ORBCOMM may, upon thirty (30) days written notice, increase the Subscription Fees by the greater of (a) five percent (5%) or (b) for agreements with (i) ORBCOMM LLC, the percentage increase (if any) in the Consumer Price Index for all Urban Consumers (CPI-U); U.S. City Average; all items, not seasonally adjusted, for the preceding twelve-month period; or (ii) ORBCOMM Europe B.V. or ORBCOMM Ireland Ltd., the percentage increase (if any) in the Eurostat Industrial Producer Price Index, EU Total Market (excluding construction, sewage, waste management, and remediation activities) of the preceding twelve-month period.
- 2.3. Additional Fees.** Pricing is exclusive of any applicable taxes, duties, tariffs, and other fees including, but not limited to, sales, use, excise, import, export or any similar tax or any fee related to any applicable government-imposed regulations that govern or affect the provision of the Subscription solution (collectively “Taxes and Fees”). Taxes and Fees will be invoiced to and paid by Customer.
- 2.4. Payment Terms.** Payment shall be made by Customer in the currency indicated on the applicable SOA and is due thirty (30) days from the invoice date. Customer must notify ORBCOMM in writing of any good faith dispute with invoiced charges and must include the reason for the dispute and substantiating documentation within ten (10) business days of the invoice date. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced. Fees not part of a good faith dispute but included in an invoice where a good faith dispute arises must be paid in accordance with this Section 2.4. All fees paid or payable under this Agreement are noncancelable and nonrefundable. Invoiced amounts are not subject to reduction, by set-off or otherwise. Customer will make all payments by check, ACH, wire transfer (for international payments) or credit card. Credit card payments are subject to a three percent (3%) processing fee. The Customer acknowledges that they are liable for any charges associated with the method of payment chosen. Payments must be made to a U.S. bank, and Customer is responsible for any fees incurred by Customer’s bank. All fees incurred by ORBCOMM due to Customer requirements to submit Customer invoices through a billing platform for invoicing and payment purposes shall be the responsibility of Customer. ORBCOMM shall promptly invoice Customer as a separate line item as invoices are received by the applicable billing platform. ORBCOMM shall have the right to charge a late fee for all past due amounts of one- and one-half percent (1.5%) per month or the highest rate allowed by law, whichever is more. Customer is responsible for all collection costs, reasonable attorney’s fees, and court costs incurred in the collection of fees, regardless of whether litigation is pursued.
- 2.5. Suspension.** Without limiting any other remedy available to ORBCOMM under this Agreement or applicable law, in the event any invoice for a Subscription becomes past due, (except for amounts due which are subject to a good faith dispute in accordance with Section 2.4), ORBCOMM may suspend the Subscription. Once the Subscription has been suspended, such Subscription may be reactivated only upon receipt by ORBCOMM of all outstanding undisputed amounts then owing (together with accrued interest thereon as applicable).

3. Subscription Term, Cancellation Fees, and Term.

- 3.1. Subscription Term.** ORBCOMM shall, upon receipt and acceptance of an order (“Order”), supply Customer with Devices and provide access to the Services. Once accepted by ORBCOMM, each Order shall form a binding contract. In the event of any inconsistency between the terms and conditions of any Order and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control and any Customer provided or other pre-printed terms on an Order shall have no force or effect. Each Order shall be subject to and governed by the terms and conditions of this Agreement and each Subscription provided thereunder shall begin upon shipment (“Subscription Start Date”) and continue for sixty (60) months, unless otherwise specified in the applicable SOA (“Initial Subscription Term”). Unless otherwise terminated in accordance with this Agreement, upon the expiration of the Initial Subscription Term, the Subscription will automatically renew under the terms of this Agreement on an annual basis (each a “Subscription Renewal Period”). The Initial Subscription Term, together

with all Subscription Renewal Periods, shall constitute the "Subscription Term." The Subscription Term may extend beyond the Term of this Agreement (hereinafter defined), in which case the Term shall be automatically extended, and this Agreement shall remain in full force and effect, until the last effective Subscription Term for all Devices ordered pursuant to this Agreement shall have expired or terminated.

3.2. Cancellation. Customer may cancel any Subscription upon ninety (90) days written notice, subject to payment of the Cancellation Fees set forth in Exhibit A. Following the Initial Subscription Term, ORBCOMM may cancel any Subscription upon ninety (90) days written notice. Upon any cancellation of a Subscription, Customer shall return all Device(s) to ORBCOMM at Customer's expense. Customer will be charged the Lost/Damage Device Fee set forth in Exhibit A for any Device(s) returned in non-operational condition as a result of damage caused by Customer, whether or not such damage was intentional.

3.3. Agreement Term. Subject to termination in accordance with this Agreement, the initial term of this Agreement shall begin on the Effective Date and continue for sixty (60) months, unless otherwise specified in the applicable SOA ("Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for a period of twelve (12) months unless either Party gives written notice of its intention not to renew at least ninety (90) days prior to expiration of the then-current term, and so from term to term until expiration after such a notice of intention not to renew this Agreement is received (each, a "Renewal Term"). The Initial Term and all Renewal Terms may be referred to herein as the "Term." Pursuant to Section 3.1, the Term shall automatically extend until the date of expiration or termination of the last Subscription Term.

4. Devices.

4.1. ORBCOMM shall provide (i) Devices that are operational and capable of collecting data as required by Customer's Subscription; (ii) a personal, non-exclusive, non-transferable license to use the software and/or firmware programs embedded in the Devices or otherwise furnished in connection with the Devices by ORBCOMM, excluding ORBCOMM's Service, while resident on and in connection with the use of the Devices for the sole purpose of obtaining and sending data or commands in the operation of Customer's business using communication methods provided as part of the Subscription. ORBCOMM reserves the right to require Customer to replace Devices due to obsolescence or other reasons determined solely by ORBCOMM. In such event, ORBCOMM will provide the replacement Devices and Customer shall be responsible for installing such Devices and returning the existing Devices to ORBCOMM, or upon ORBCOMM's request, disposing of the Device.

4.2. Device Ownership. ORBCOMM shall retain ownership and title to all Devices. Customer shall give ORBCOMM immediate notice if any Device is levied upon, threatened for seizure, is lost or damaged, or in the event of a bankruptcy filing in accordance with Section 8.2. Upon the expiration of the Term in accordance with Section 3.1 or cancellation of a Subscription in accordance with Section 3.2, Customer shall be responsible for the return or disposal of the Devices. The Customer shall not sell, transfer, or otherwise dispose of any asset with an ORBCOMM Device affixed to it without first removing the Device, at Customer's sole cost or obtaining ORBCOMM's prior written consent. In the event the Customer sells or transfers any asset with an ORBCOMM Device still attached, the Customer agrees to (i) notify the purchaser that the Device is owned by ORBCOMM, and (ii) ensure that title to the Device remains with ORBCOMM. Notwithstanding the foregoing, Customer shall remain responsible for all obligations under this Agreement until a formal notice of assignment is executed by ORBCOMM in accordance with Section 13.7.

4.3. Delivery.

4.3.1. Delivery of the Devices shall be Ex Works (INCOTERMS 2020) from the location of ORBCOMM's contract manufacturer or distribution facility. Risk of loss of or damage to the Devices shall pass to the Customer when the Devices are made available to Customer or Customer's designated common carrier at the point of delivery.

4.3.2. Customer shall take full delivery of the quantities specified in the Order or SOA, as applicable, within one (1) year from the order date, or as otherwise specified in the SOA or Exhibit A.

4.3.3. If Customer fails to take delivery of the Devices on the scheduled delivery date or after notification that the Devices are available for pickup or shipment, ORBCOMM may, at its option, store the Devices at Customer's sole risk and expense. Customer shall be responsible for all costs associated with storage, including warehouse fees, handling charges, insurance, and related expenses. Custom Devices shall be subject to an additional storage fee equal to twenty-five percent (25%) of the total purchase price of the affected Devices.

4.3.4. Any attempt by Customer to cancel all or part of an order shall be deemed a material breach. Without waiving any rights or remedies, including applicable Cancellation Fees or similar fees, ORBCOMM may, in its sole discretion, agree to accept such cancellation, subject to the following:

4.3.4.1. for stock Devices, a restocking fee equal to fifteen percent (15%) of the total purchase price of the affected Devices; and

4.3.4.2. for custom Devices, reimbursement of all non-recoverable costs incurred by ORBCOMM, including without limitation costs for raw materials, components, and third-party obligations.

4.4. Shipping.

4.4.1. Arrangement and Cost. ORBCOMM will, at no additional charge to the Customer, package the Devices according to ORBCOMM's customary standards for domestic or international shipments, as applicable. ORBCOMM may, at Customer's request, arrange shipment of the Devices by ORBCOMM's choice of carrier. If ORBCOMM arranges shipment on Customer's behalf, Customer shall be solely responsible for all associated shipping, handling, freight, and special packaging costs, and shall reimburse ORBCOMM for all such amounts in accordance with the payment terms set forth in the Agreement. Any assistance provided by ORBCOMM in arranging shipment shall be solely for Customer's convenience and shall not affect the transfer of risk of loss.

4.4.2. Insurance. Customer is responsible for insuring the Devices in transit, if desired. ORBCOMM will arrange insurance in transit for Customer upon Customer's written request and at Customer's expense.

4.4.3. Customs Clearance and Duties. For international shipments, customs clearance is the responsibility of the Customer and duties and any customs clearance or customs brokerage fees, or charges are to be paid directly by the Customer.

4.4.4. Partial and Advance Deliveries. ORBCOMM may make partial and advance deliveries in its sole discretion without penalty. Delivery dates are approximate; however, ORBCOMM will use commercially reasonable efforts to meet scheduled delivery dates and will notify Customer of any anticipated delays.

4.5. Installation; Use. Unless otherwise set forth in the applicable SOA or Exhibit A, Customer is solely responsible for, and assumes all costs and liabilities, associated with the installation, de-installation, and use of the Devices. Customer shall strictly comply with all ORBCOMM installation procedures provided with the Devices or as otherwise provided to Customer by ORBCOMM from time to time. Customer shall be liable for any damages to Devices resulting from installation or deinstallation not performed in accordance with ORBCOMM instructions. Customer shall not, and shall not permit any third party to, use the Devices with any device or service not provided by ORBCOMM, without ORBCOMM's prior written approval.

5. Service Commitment.

During the Subscription Term, ORBCOMM shall provide Customer with Devices that are operational and capable of transmitting data in accordance with the applicable ORBCOMM SKU description ("Service Commitment"). This Service Commitment does not cover defects or nonconformity caused by abuse, mishandling, accident, improper storage, installation, operation, maintenance, or temperature, nor does it extend to Devices that have been modified or repaired by anyone except ORBCOMM or its authorized service representatives, or whose serial numbers or identification marks have been altered or removed.

5.1. ORBCOMM will, at its option, either repair or replace non-operational Devices covered by this Service Commitment during the Subscription Term as long as Customer's account is in good standing and all fees due hereunder have been paid. Customer is solely responsible for all costs associated with removing the non-operational Device and returning it to ORBCOMM for repair or replacement, using the Return Material Authorization ("RMA") process described in Section 5.3.

5.2. For non-operational Devices not covered by the Service Commitment, Customer shall report such damage to ORBCOMM, the Subscription for the non-operational Device shall be deemed cancelled as set forth in Section 3.2, and Customer shall pay the Cancellation Fee and the Lost/Damaged Device Fee. If the Customer orders a new replacement Device subject to a new Initial Subscription Term, the Cancellation Fee shall be waived. Customer may request a new replacement Device by submitting a request to ORBCOMM Customer Care.

5.3. Device Replacement. To obtain a replacement for a Device covered by Service Commitment, Customer shall (i) promptly notify ORBCOMM in writing that the Device is not operational; (ii) obtain a Return Material Authorization ("RMA") from ORBCOMM; and (iii) promptly upon receipt of the RMA, ship the non-operational Device to ORBCOMM's designated location. Provided the Device is non-operational for reasons covered by the Service Commitment, ORBCOMM will ship a replacement Device at no cost to the Customer as soon as practicable after the RMA is issued. ORBCOMM may replace the original Device with a different model, as long as the replacement Device is capable of delivering data in accordance with this Agreement and such replacement Device may be either new or refurbished. Customer acknowledges that ORBCOMM agrees to ship replacement Devices in advance of receiving the non-operational Devices to minimize service disruption, and that receipt of the non-operational Device(s) by ORBCOMM is a requirement. If ORBCOMM does not receive the original non-operational Device for which the RMA was issued within 30 days following receipt of notice that the replacement Device has been shipped back to ORBCOMM, Customer shall be invoiced for, and shall pay, a Lost/Damaged Device Fee as well as a Cancellation Fee for the original Device. If a returned Device is found to meet the requirements of the Service Commitment, ORBCOMM shall return the Device to the Customer, invoice the Customer for the No Trouble Found Testing Fee set forth in Exhibit A and for return shipment, and the Customer shall pay such amounts.

6. Services.

6.1. Description of Services. ORBCOMM's Data Service ("Service(s)") gathers data from the Devices installed on Customer's assets, processes that data and makes it available to Customer in useful form through ORBCOMM's proprietary software, websites and/or, if ordered, optional direct feed to Customer's existing information system.

6.2. Access to Services.

6.2.1. Grant of Access. ORBCOMM shall provide Customer with access to the Services, on a non-exclusive, revocable basis, for use solely for Customer's internal business purposes and not for resale, and only for use with the ORBCOMM Devices. The Service is not designed to be or offered as compatible with any other data source and any attempt to connect any other data source to the Service that threatens or impacts the security and functionality of the Services, is a violation of these terms, and is cause for immediate termination of all Services to the Customer without refund of amounts previously paid. ORBCOMM will provide Customer unique access credentials to access the Services and provide Customer access to administrative features of the Service ("Access Credentials"). Customer recognizes that the Subscription is a proprietary service embodying proprietary technology and will not make its Access Credentials available to any third party other than a third party authorized to act on its behalf and agrees to safeguard the secrecy of its Access Credentials including making password changes periodically or upon material personnel changes. Customer is fully responsible and liable to ORBCOMM for all uses of the Service through its Access Credentials. In addition to any remedies available under this Agreement or applicable law or equity,

ORBCOMM may, at any time, limit or suspend in whole or in part Customer's access to the Service if Customer is in breach of this Agreement.

6.2.2. Customer Responsibility. Customer shall be solely responsible for providing, at its own cost and expense, all equipment (other than the Devices provided hereunder) and telecommunications service necessary to use the Service including computers, modems, and Internet access. Customer assumes the responsibility to make sure that its computers and related systems have the capacity to receive the Service through the ORBCOMM websites and to correct promptly any problems with such computers and related systems that interfere with or prevent the use of same. Customer acknowledges that it has access to the Data (as defined below) at all times during the Subscription Term and is solely responsible for maintaining appropriate backup copies of such Data. Additionally, to the extent the Service involves the use of SIMs (whether supplied by ORBCOMM or by Customer), any misuse, unauthorized use, or use inconsistent with the intended purpose of such SIMs that incurs additional costs or charges is Customer's responsibility, and Customer agrees to reimburse ORBCOMM for such costs.

6.2.3. Data Retention. Customer acknowledges and understands that the Services will generate data regarding the positioning, tracking, and other information of specific Customer assets ("Data"). Until a Subscription is cancelled, terminated or expires, ORBCOMM will make such Data available to Customer through online access for a period of 12 months from the date that the relevant Data is generated. Thereafter ORBCOMM will archive and retain such Data for 12 months and, upon Customer's request, will retrieve and make available such Data, if Customer pays ORBCOMM's then-standard, applicable retrieval service rates. In the event of cancellation, termination, or expiration of the Subscription, ORBCOMM will retain the Data for a period of ninety (90) days from the effective date of such event, after which ORBCOMM may permanently delete the Data.

6.3. Service Levels; Limitations on Service.

6.3.1. Availability. Subject to the other provisions of this Section 6.3., ORBCOMM will use commercially reasonable efforts to cause the Services to be available to Customer in accordance with the Support Policy located at orbcomm.com/en/support-policy which is incorporated herein by reference.

6.3.2. Limitation of Cellular/Satellite Service. Customer acknowledges that the Services provided by ORBCOMM are based upon cellular and/or satellite service and other communication services (collectively, "Networks") furnished by various satellite or cellular providers ("Carriers"). Customer understands and acknowledges that the Service is made available only within the operating range of the Network. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, and other causes reasonably outside of ORBCOMM's or the Carriers' control; or (c) Device modifications, relocations, repairs, and other similar activities necessary for the proper or improved operation of service. Connections may be "dropped" (i.e., involuntarily disconnected) for a variety of reasons, including atmospheric conditions, topography, low battery charge level, system overcapacity, movement outside a service area or gaps in coverage within a service area. Neither ORBCOMM nor its Carriers make any warranties or representations as to the availability or quality of roaming service provided by other wireless carriers, where available, and neither ORBCOMM nor its Carriers shall have any liability whatsoever for any errors, outages, or failures of roaming services provided by other wireless carriers. As a result, ORBCOMM can make no guarantee of coverage or availability. Customer has no contractual relationship with the Carriers and Customer is not a third-party beneficiary of any agreement between ORBCOMM and its Carriers. ORBCOMM'S CARRIERS SHALL HAVE NO LIABILITY OF ANY NATURE TO THE CUSTOMER, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF THIS AGREEMENT OR USE OF THE SERVICE. Customer agrees that no Carrier has any legal, equitable or other liability of any kind to Customer. Customer understands that ORBCOMM and its Carriers cannot guaranty the security of satellite and wireless transmissions and will not be liable for any lack of security relating to the use of the Services.

6.3.3. Cancellation of Services. ORBCOMM may, without liability, suspend and/or cancel all Subscriptions in the event ORBCOMM's agreement with its underlying Carrier is terminated for any reason. All applicable Subscription Fees shall be suspended during the period that such Service(s) are not provided in accordance with this Section 6.3.

6.4. Disclaimer of Warranties/Data Service. ORBCOMM MAKES AND CUSTOMER RECEIVES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS, OR IMPLIED, WITH RESPECT TO THE SERVICE AND ORBCOMM EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR AGAINST CLAIMS OF PATENT INFRINGEMENT OR THE LIKE WITH RESPECT TO THE SERVICE. ALL SERVICES TO BE PROVIDED HEREUNDER AND ACCESS TO THE ORBCOMM WEBSITES ARE PROVIDED "AS IS." ORBCOMM MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE OPERATIONS OF THE INTERFACE WILL BE UNINTERRUPTED OR ERROR FREE AND ORBCOMM MAKES NO WARRANTY THAT THE SERVICE WILL OPERATE PROPERLY AS INTEGRATED WITH CUSTOMER'S SYSTEMS AND APPLICATIONS. CUSTOMER ACKNOWLEDGES THAT TEMPORARY INTERRUPTIONS OF THE SERVICES AVAILABLE THROUGH THE ORBCOMM WEBSITES OR OTHERWISE TO CUSTOMER MAY OCCUR AS NORMAL EVENTS.

7. Intellectual Property; Usage Restrictions.

7.1. Intellectual Property; Usage Restrictions. ORBCOMM and its licensors and suppliers own all right, title and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights in and to the Devices, the Services, the software necessary to provide the applicable Services through ORBCOMM's systems, including any proprietary technology, know-how, methodologies, inventions and processes embodied in any and/or all of the foregoing (collectively hereinafter referred to as the "ORBCOMM IP"). No ownership rights to the software, the Services, or any ORBCOMM IP shall pass to Customer. Except for the express rights granted

herein, Customer shall not, and shall not permit any third party to, (i) copy or duplicate any software or technology comprising a component of the Device or Service or any other ORBCOMM IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Device or Services is compiled or interpreted; (iii) modify, revise, enhance, change, upgrade, or otherwise alter or adjust the Device, Services or any other ORBCOMM IP (or any portion thereof) or create any derivative product from any of the foregoing; or (iv) assign, license, sublicense, rent, lease, resell or otherwise transfer, distribute or redistribute, the Devices, software, Services or any other ORBCOMM IP.

- 7.1.1.** Customer will use the Devices, software, Services and Data strictly in accordance with this Agreement and any applicable documentation provided by ORBCOMM (the "Documentation"), will use any Documentation provided to Customer solely as required to enable Customer to receive and use the applicable Services as contemplated by, and in accordance with, this Agreement.
- 7.1.2.** Customer will ensure that its use of the Devices, software, Services and Data complies with all applicable laws, statutes, regulations, or rules promulgated by governing authorities having jurisdiction over the parties or the Devices and/or Services. Other than in accordance with Section 9, ORBCOMM shall not disclose to any third party any Customer Confidential Information contained in the Data. Notwithstanding the foregoing, ORBCOMM shall not be otherwise restricted or prevented from copying, aggregating, distributing, or disclosing the Data, and ORBCOMM reserves the right to use the information and Data to improve its Devices, Services, products, and solutions, and for other industry purposes, provided that ORBCOMM ensures that the origin of such data is and remains anonymous, unless otherwise agreed to by the Customer. Customer's use of the Service will be subject to the data practices set forth in the ORBCOMM Privacy Policy as posted from time to time on ORBCOMM's website <http://www.orbcomm.com/en/privacy-policy>. To the extent that any data derived from Devices installed on Customer assets is considered personal data subject to privacy laws or regulations by any country in which the Device is used, Customer represents and warrants that it has obtained and will continue to obtain, update, and maintain adequate consent from the individuals to whom such data relates for ORBCOMM to receive, process, and make such data available through the Service. Customer's responsibilities as a data controller and ORBCOMM's responsibilities as a data processor under applicable data protection laws are detailed in the Data Processing Agreement ("DPA"), available at <https://www.orbcomm.com/uploads/files/PDF/Data-Processing-Agreement-ORBCOMM.pdf>. The DPA, incorporated into this Agreement by reference, governs ORBCOMM's processing of data as part of the Data Service.
- 7.2. Reservation of Rights.** ORBCOMM reserves all rights in the ORBCOMM IP except the limited rights granted to Customer hereunder. Except as expressly provided in this Agreement, Customer is not granted any rights to any intellectual property or any other rights, franchises, or licenses with respect to the Devices, Software, Services or other ORBCOMM IP.
- 7.3. Proprietary Notices.** Customer shall not, and shall not permit any third party to, remove, obscure, deface or alter any intellectual property notices or markings (including without limitation, notices or markings with respect to trademarks, patents, patent applications and Device certifications) placed on Devices, Software or Services (or any related documentation, software, advertising, displays media or designations) by ORBCOMM, its licensors or suppliers or at ORBCOMM's direction (the "Markings") and shall fully reproduce the Markings on any and all copies thereof permitted to be made pursuant to this Agreement.
- 8. Default and Termination.**
- 8.1. Default and Termination.** Should Customer fail to pay any fees or charges due hereunder within ten (10) business days after they are due or fail to carry out any other obligation under this Agreement, such failure shall constitute a material breach and default under this Agreement. In the event of any default by Customer, ORBCOMM may, at its option, in addition to other available remedies, (i) cancel any Subscriptions, (ii) terminate the Agreement, (iii) demand for the Customer to return all the Devices at Customer's expense immediately and suspend the delivery of any additional Devices and/or Customer's use of the Services without further notice to Customer; and/or (iv) require payment of all Subscription Fees and/or Cancellation Fees as calculated as of the day of the cancellation of the Subscriptions, provided that in the event of a default by Customer involving any obligation other than a payment obligation or a breach that is not capable of being cured, ORBCOMM first gives Customer sixty (60) days' prior written notice, in order to permit Customer to cure the default within such sixty (60) day period. Customer may terminate this Agreement if ORBCOMM fails to carry out any material obligation under this Agreement which is not cured within sixty (60) days after written notification to ORBCOMM.
- 8.2. Bankruptcy.** In the event of a bankruptcy, insolvency or similar filing, Customer acknowledges and agrees that the Devices shall not form part of the bankruptcy estate under any applicable bankruptcy, insolvency, liquidation or similar laws and all right and title in and to such Devices remain with ORBCOMM and shall notify any bankruptcy court, trustee and creditors to that effect. In addition, in the event that Customer fails to pay the entirety of any outstanding invoices and related fees and charges through a bankruptcy, insolvency, liquidation or similar process, the Customer agrees that ORBCOMM shall have a worldwide, unlimited, and irrevocable right title and license to use, modify, sell and use, for any purpose whatsoever, Customer's Data (as such term is defined in Section 6.2.3).
- 8.3. Effect of Termination.** Upon expiration, termination, or cancellation of all Subscriptions, this Agreement and all rights and licenses granted hereunder shall automatically terminate. Upon cancellation of the Subscriptions and termination of the licenses for whatever reason, Customer shall promptly return the Devices at Customer's expense, pay all Cancellation Fees and applicable Subscription Fees, immediately cease all use of the Software, the Documentation and all other ORBCOMM Confidential Information and return to ORBCOMM all copies of the Documentation and all other ORBCOMM Confidential Information in its possession and/or control, and all portions thereof. Termination is not an exclusive remedy, and all other remedies will be available whether or not a Subscription or the License is/are terminated. Customer

shall be charged a Lost/Damaged Device Fee for any failure to return any Device to ORBCOMM upon cancellation or termination for any reason.

9. Confidential Information.

- 9.1.** “Confidential Information” means all documents, software, reports, data, records, forms and other materials obtained by one party (the “Receiving Party”) from the other party (the “Disclosing Party”) or at the request or direction of the Disclosing Party in the course of performing or proposing the applicable offering: (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential including, but not limited to, non-public information regarding a Disclosing Party’s products, features, marketing, and promotions, as well as the terms of this Agreement and any pricing provided by ORBCOMM other than ORBCOMM’s published list prices. Notwithstanding the foregoing, Confidential Information does not include information which: (1) is already known to the Receiving Party at the time of disclosure by the Disclosing Party; (2) is or becomes publicly known through no wrongful act of the Receiving Party; (3) is independently developed by the Receiving Party without benefit of the Disclosing Party’s Confidential Information; (4) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.
- 9.2.** The Receiving Party will deliver to the Disclosing Party or destroy all Confidential Information of the Disclosing Party and all copies thereof when the Disclosing Party requests the same, except for anything that may be stored in back up media or other electronic data storage systems, latent data, and metadata, the foregoing of which shall continue to be Confidential Information and subject to the restrictions herein. Except as otherwise set forth in this Section 9, the Receiving Party shall not disclose to any person any Confidential Information of the Disclosing Party without the Disclosing Party’s express, prior written permission; provided, that notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is legally required to be disclosed pursuant to a statutory or regulatory provision or court or administrative order subject to Section 9.4 or to submit and process an insurance claim. In addition, the Receiving Party shall not decompile, disassemble, decode, reproduce, redesign, reverse engineer or create derivative works from any Confidential Information, samples or computer software containing Confidential Information or any part thereof.
- 9.3.** The Receiving Party may disclose the Disclosing Party’s Confidential Information to its employees, contractors, consultants, advisors (collectively, “Representatives”) subject to the confidentiality obligations imposed herein. Each Party shall exercise the same level of care to protect the other’s information as it exercises to protect its own Confidential Information but in no event less than reasonable care. In the event of an actual or anticipated unauthorized disclosure, the Receiving Party will immediately notify the Disclosing Party upon discovery of any such unauthorized use or disclosure and will cooperate in any reasonable way to help the other Party regain possession of the Confidential Information and prevent further unauthorized use or disclosure.
- 9.4.** If the Receiving Party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the Disclosing Party’s Confidential Information, the Receiving Party shall, unless prohibited by law or the legal demand, provide prompt written notice to the Disclosing Party of such demand to permit it to seek a protective order. So long as the Receiving Party gives notice as provided herein, the Receiving Party shall be entitled to comply with such demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter. In the event the Receiving Party is requested to testify or produce its documents relating to the Services hereunder pursuant to subpoena or other legal process in judicial or administrative proceedings to which it is not a party, or in connection with an informal inquiry or investigation with the consent of the Disclosing Party, the Disclosing Party shall reimburse the Receiving Party for its time and expenses, including reasonable attorney’s fees, time and expense, incurred in responding to such requests.

10. Limitations on Warranties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ORBCOMM DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND STATUTORY OR OTHER IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION: IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR TITLE; IMPLIED WARRANTIES AGAINST CLAIMS OF PATENT INFRINGEMENT OR THE LIKE; AND ANY IMPLIED WARRANTY OR VARIANCE FROM THE TERMS OF THE EXPRESS WARRANTY STATED HEREIN ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT ORBCOMM TO DISCLAIM ANY PARTICULAR STATUTORY OR IMPLIED WARRANTY, THE TERM OF SUCH WARRANTY IS LIMITED TO THE TERM OF THE EXPRESS WARRANTY INCLUDING AS STATED HEREIN AND CLAIMS UNDER SUCH WARRANTIES ARE SUBJECT TO THE PROCEDURES STATED HEREIN FOR CLAIMS UNDER THE EXPRESS WARRANTY.

11. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER SIMILAR DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF SERVICE, LOSS OF LOAD, BUSINESS INTERRUPTION, LOSS OR COMPROMISE OF DATA, OR INCORRECT BUSINESS INFORMATION/DATA AND THE LIKE SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY FUNCTIONALITY, SUBSCRIPTION OR SERVICES TO BE PROVIDED HEREUNDER HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR STRICT LIABILITY AND REGARDLESS OF WHETHER SUCH DAMAGES ARE STATUTORY, WERE FORESEEABLE OR ORBCOMM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT, FUNCTIONALITY, SUBSCRIPTION OR SERVICE TO BE PROVIDED HEREUNDER OR USE OF THE ORBCOMM DEVICES, WEBSITE OR DATA FEED SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID OR OWING HEREUNDER BY CUSTOMER TO ORBCOMM FOR THE SERVICE(S) RELATED TO EACH SUBSCRIPTION AFFECTED BY THE ACT OR OMISSION GIVING RISE TO SUCH LIABILITY, DURING THE SIX (6)

MONTH PERIOD PRECEDING THE ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. THE PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

12. Compliance with Laws.

- 12.1.** Each Party will comply in all material respects with all applicable laws, rules, and regulations of any country or governmental authority with jurisdiction over the performance of this Agreement.
- 12.2.** Customer shall not export or re-export, directly or indirectly, the Devices, Services, proprietary technology, Documentation or other ORBCOMM IP without the prior written consent of ORBCOMM. Customer acknowledges and agrees that the Devices, Services, proprietary technology, Documentation and other ORBCOMM IP may be subject to U.S. export controls, including, but not limited to, the International Traffic in Arms Regulations, 22 CFR §§ 120-130, the Export Administration Regulations, 15 CFR §§ 730-799, the International Air Transportation Association Guidance Document for the Transport of Lithium Metal and Lithium Ion Batteries, 49 CFR §§ 172.102 and the trade and economic sanctions programs administered by the Treasury Department’s Office of Foreign Assets Control 31 CFR §§ 500-599. These regulations include restrictions on destinations, end users and end use. Customer shall comply with these regulations at all times. Specifically, Customer shall not disclose, transfer, retransfer, release, sell or otherwise export or re-export, directly or indirectly, any of the Devices, Services, proprietary technology, Documentation and/or other ORBCOMM IP to any foreign person, whether in the United States or abroad, without first obtaining: (a) the express written permission of ORBCOMM; and (b) any and all necessary U.S. Government licenses, authorizations or other approvals.
- 12.3.** Additionally, each Party and its respective agents, affiliates and subsidiaries shall at their own expense, shall cause their respective employees and authorized representatives to comply with all applicable local, national, regional and international laws, ordinances, regulations, codes, standards, directives and international conventions and agreements to the extent that any of the foregoing have the force of law by being directly enforceable by a governmental authority, a court or other proper tribunal, (collectively “Laws”), including, as applicable, but not limited to, all such requirements relating to: (a) data privacy; (b) information security; and (c) anti-bribery and records keeping laws, conventions and/or directives of each country in which such Party conducts business as it relates to this Agreement including, but not limited to, the U.S. Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act regarding offering of bribes or gratuities to any person, whether or not a government official, the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials (“OECD”) and the Organization of American States (“OAS”) convention bilateral anti-corruption treaty (also known as the Inter-American Convention Against Corruption), including but not limited to offering of payment or transfer of anything of value as defined in the FCPA and other laws implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

13. Miscellaneous.

- 13.1. Governing Law and Venue.** The ORBCOMM entity entering into this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled. Each party agrees to the applicable governing law below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Neither Party may bring any action for a claim under this Agreement later than one (1) year after the termination of this Agreement; provided that claims under any provision of this Agreement that survive termination of this Agreement may be brought within one year of the later of the occurrence of the event giving rise to the claim and actual knowledge thereof by the Party asserting such claim.

If Customer is domiciled in:	The ORBCOMM entity entering into this Agreement is:	ORBCOMM address:	Governing law is:	Courts with exclusive jurisdiction are:
For all countries or regions not specifically designated to another entity in this table	ORBCOMM LLC	22970 Indian Creek Drive, Suite 300, Sterling, VA 20166 USA	New York and controlling United States federal law	New York and controlling United States federal law New York County, New York, New York, or the United States District Court for the Southern District of New York located in New York, New York
Ireland	ORBCOMM Ireland Ltd.	Galway Business Park, Dangan, Galway, H91 P2DK, Ireland	Republic of Ireland	Republic of Ireland
Any country in Europe (other than Ireland), the Middle East, or Africa	ORBCOMM Europe B.V.	Handelstraat 18, 6433 KB Hoensbroek, The Netherlands	England and Wales	England and Wales

- 13.2. Attorney's Fees.** In any action, suit, or proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs, and other related expenses, in addition to any other relief granted.
- 13.3. Force Majeure.** ORBCOMM shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot, epidemic, pandemic, shortage or unavailability of utilities, supplies of raw materials or components, unavailability of the applicable communications network(s) and/or the internet or other causes beyond the reasonable control of ORBCOMM (any of the foregoing, "Force Majeure"). Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
- 13.4. Waiver.** The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach by that Party, whether prior or subsequent. Any waiver of any provision of this Agreement must be expressly authorized in writing by the Party whom the waiver is being enforced against.
- 13.5. Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remainder of this Agreement shall not thereby be affected, and this Agreement shall be deemed amended to the extent necessary to delete such provision. No action arising from or related to this Agreement, or the subject matter hereof may be brought by Customer more than one (1) year after the cause of action has accrued.
- 13.6. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter addressed in this Agreement and is in lieu of and supersedes all prior agreements, communications, or understandings of the parties with respect to such subject matter. This Agreement may only be amended by written agreement of ORBCOMM and Customer.
- 13.7. Assignment.** Customer may not assign this Agreement, nor assign any of its rights or delegate any of its obligations hereunder, to any third party without the prior written consent of ORBCOMM. Any attempted unauthorized assignment by Customer will be null and void. ORBCOMM may assign or transfer this Agreement to a third party that succeeds to all or substantially all its business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of ORBCOMM's successors and permitted assigns.
- 13.8. Notices.** All notices and other communications required or permitted to be given under this Agreement shall be in writing and hand-delivered, mailed by certified mail, return receipt requested or sent by an overnight courier with a reliable tracing system, if to ORBCOMM, at 22970 Indian Creek Drive, Suite 300, Sterling, VA, Attn: General Counsel with copy to legal@orbcomm.com, and if to Customer, at the address provided by it to ORBCOMM for such purposes. Notices shall be deemed effective upon receipt. Either Party may change its address for providing notice by notifying the other Party by written notice given in the manner set forth herein.

Exhibit A

Fees and Charges	Amount (currency as indicated in the applicable SOA)
Activation Fee	10.00 per Device (included on initial invoice)
Cancellation Fee	99.00 per Device plus the Subscription Fees for the remaining Subscription Term for each Subscription or Device.
Lost/Damage Device Fee	ORBCOMM's then-current list price for the affected Device or component
Installation Fees	Available upon request
Prioritized order processing for Devices ordered	5.00 per Device
Delay of shipment fees	5.00 per Device
No Trouble Found Testing Fees	100.00 per Device (+ shipping costs)