

MOBILE APP END USER LICENSE AGREEMENT FOR ORBCOMM APPS

This Mobile Application End User License Agreement (“EULA”) is made between ORBCOMM Inc. and its affiliated and subsidiary companies (collectively, “ORBCOMM”), owner of the ORBCOMM developed and owned Mobile App (“Mobile App”), and you (“You” and/or Your”) regarding Your use of the Mobile App. This EULA is in addition and subject to (i) the terms and conditions of Your services agreement with ORBCOMM (either between You or between ORBCOMM and Your employer including a Subscription Agreement, Master Telematics Purchase Agreement, Evaluation Agreement, Independent Contractor Agreement, or other services related agreement shall collectively be referred to as “Your Agreement”) and (ii) the applicable standard license agreement by the mobile platform provider from which this Mobile App is downloaded, if any.

PLEASE READ THIS EULA CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ORBCOMM AND IS APPLICABLE TO ALL VERSIONS OF THE MOBILE APP. YOU AGREE THAT YOUR USE OF THE MOBILE APP CREATES A BINDING LEGALLY ENFORCEABLE CONTRACT. BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING, USING OR INSTALLING ANY PART OF THE MOBILE APP, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA, THE BUTTON INDICATING NON-ACCEPTANCE/CANCEL MUST BE SELECTED AND YOU MAY NOT ACCESS, USE OR INSTALL ANY PART OF THE MOBILE APP.

1. Mobile App Usage Terms.

a. Description. The Mobile App is a software application, proprietary to ORBCOMM, and is designed to allow You to access certain information and services of the various ORBCOMM platforms via Your mobile device. The Mobile App is proprietary ORBCOMM intellectual property laws and protected under applicable intellectual property laws and treaties. The Mobile App is licensed and not sold and You do not and will not develop any right, title or interest in and to the Mobile App under any circumstances. You may use the Mobile App only in accordance with the terms and conditions of this EULA and any usage rules established by the mobile platform provider from which this Mobile App may be downloaded. The term Mobile App includes (i) the mobile software application, including but not limited to all software code, scripts, interfaces, graphics, displays, text, documentation and other components; (ii) any updates, modifications or enhancements; and (iii) any specific website the Mobile App may direct You to via any browser located on Your mobile device.

b. Third Party Vendors/Distributors. You are aware that ORBCOMM makes no representation or warranties of any kind or nature, express or implied, with reference to or in connection with Your use of the Mobile App. Nothing shall be deemed a part of this Mobile App with regard to any third-party vendor/distributor software and/or services that are complementary or used in conjunction with the Mobile App.

c. Accessibility and Function. You agree that from time to time, the Mobile App may be inaccessible or inoperable for any reason including, without limitation: (i) equipment (hardware) malfunctions; (ii) software malfunctions; (iii) periodic maintenance which ORBCOMM may undertake at any time, from time to time; or (iv) causes beyond the control of ORBCOMM or which causes are not foreseeable by ORBCOMM. ORBCOMM is not responsible, directly or indirectly, for the performance and/or reliability of third-party vendor/distributor system, equipment or otherwise including the mobile device which you use to access the Mobile App.

d. Equipment. You are solely responsible for providing, maintaining, and ensuring compatibility with the Mobile App, all hardware, software, electrical and other physical requirements for Your use of the Mobile App including, without limitation, telecommunications and Internet connection(s), ISP, web browsers and/or other equipment, programs and services required to access and use the Mobile App.

e. Grant of License. ORBCOMM grants to You or Your employer, pursuant to the terms and conditions of this EULA and Your Agreement, a non-exclusive, limited, revocable, non-transferable right and license to use the Mobile App for Your commercial purposes via a mobile device solely in connection with Your Agreement. Your right and license to use the Mobile App shall be conditioned on Your ongoing compliance with the terms of this EULA, and Your Agreement and shall terminate immediately upon Your breach of the terms of this EULA or Your Agreement or otherwise terminated pursuant to Section 6.

2. Security of Your System.

You shall be solely responsible for the security, confidentiality, and integrity for Your use of the Mobile App including Your username/password, all messages and the content that You receive, transmit through or store via the Mobile App or on any computer or related equipment that is used to access the Mobile App. You shall be solely responsible for any authorized or unauthorized access to Your account by any person, entity, partnership, organization, association, or otherwise.

3. Term.

Term. The term of this EULA shall begin upon Your commencement of the Mobile App and shall continue until terminated pursuant to Sections 1e or 6.

4. Your Representations.

You represent and warrant to ORBCOMM that: (a) You are over the age of eighteen (18) and have the power and authority to enter into and perform Your obligations under this EULA; (b) all information provided by You to ORBCOMM is truthful, accurate and complete; (c) You shall comply with all terms and conditions of this EULA including, without limitation, the provisions set forth in Section 5; (e) You, and not ORBCOMM, are solely responsible for the security and use of Your login, password and use of the Mobile App; (f) You have provided and shall provide accurate and complete registration information; and (g) You hereby consent to the processing of any personal information provided by to ORBCOMM in connection with Your use of the Mobile App. You acknowledge that all right, title, and interest to the Mobile App belongs to ORBCOMM. ORBCOMM reserves all rights not expressly granted to You in this EULA and You may not sublicense, transfer or assign the Mobile App, directly or indirectly, to any person, entity, partnership, organization, association or otherwise, for any reason without ORBCOMM's prior written consent, which may be granted or withheld in ORBCOMM's sole discretion.

5. Prohibited Uses.

a. Errors, Acts, Omissions and Unacceptable Use. You, directly or indirectly, agree not to engage in, facilitate, or encourage any unacceptable use of the Mobile App. Unacceptable use includes, without limitation, use of the Mobile App to: (i) disseminate, store or transmit unsolicited messages, chain letters, or unsolicited commercial e-mail; (ii) disseminate or transmit material that, to a reasonable person may be considered abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate, store or transmit files, graphics, software or other material that actually, impliedly, or potentially infringes the copyright, trademark, patent, trade secret, trade name or other intellectual property right of any person, entity, partnership, organization, association or otherwise; (iv) create a false identity or to otherwise attempt to mislead any person, entity, partnership, organization, association or otherwise, as to the identity or origin of any communication; (v) distribute, re-distribute, or permit transfer of content in violation of any export or import law and/or regulation or restriction of the United States of America and its agencies or authorities, or without all required approvals, licenses or exemptions; (vi) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Mobile App or any other computer network; (vii) disseminate, store or transmit viruses or any other malicious code or program; or (viii) engage in any other activity deemed by the ORBCOMM, in its sole discretion, to be in conflict with the spirit or intent of this EULA.

b. Dissemination. You may not disseminate software, username(s) and/or password(s) to any other person, entity, partnership, organization, association or otherwise. Internet Protocol addresses may be recorded by the Mobile App to prevent account misuse.

6. Termination.

This EULA is effective upon Your acceptance as set forth herein and shall continue in full force until terminated. You may terminate this EULA for any reason by uninstalling or ceasing Your use of the Mobile App. This EULA will automatically terminate and you will cease using the Mobile App or any portion or content thereof, upon the expiration or termination of Your Agreement. ORBCOMM further reserves the right, in its sole discretion and without prior notice to You, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Mobile App; (b) suspend Your access to or use of all or any portion of the Mobile App; (c) terminate this EULA; (d) end support for the Mobile App; and (e) terminate the Mobile App.

7. Disclaimers.

THE MOBILE APP IS PROVIDED “AS IS” AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE MOBILE APP IS AT YOUR SOLE RISK. ORBCOMM NEITHER REPRESENTS OR WARRANTS THAT THE MOBILE APP WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES ORBCOMM MAKE ANY REPRESENTATION OR WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE MOBILE APP. ORBCOMM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE MOBILE APP. ORBCOMM MAKES ABSOLUTELY NO WARRANTIES WITH REFERENCE TO THIRD PARTY SOFTWARE AND/OR SERVICES YOU MAY USE ALONG WITH THE MOBILE APP.

8. Limitation of Liability.

a. UNDER NO CIRCUMSTANCES SHALL ORBCOMM, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “ORBCOMM PARTIES”), DIRECTLY OR INDIRECTLY, BE LIABLE TO YOU OR ANY OTHER PERSON, ENTITY, PARTNERSHIP, ORGANIZATION, ASSOCIATION OR OTHERWISE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS EULA, THE MOBILE APP OR THE INTERNET IN GENERAL, INCLUDING, WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE THE MOBILE APP, ANY CHANGES TO OR INACCESSIBILITY OF THE MOBILE APP, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA,

ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE MOBILE APP, OR ANY DATA OR MATERIAL ACCESSED ON OR THROUGH THE MOBILE APP, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF STATUTE, CONTRACT, TORT OR OTHERWISE.

b. IN NO EVENT SHALL THE ORBCOMM PARTIES' TOTAL LIABILITY FOR ANY DAMAGES EXCEED THE TOTAL FEES PAID BY YOU TO ORBCOMM IN CONNECTION YOU'RE YOUR USE OF THE MOBILE APP. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH THE MOBILE APP, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE FOR YOU TO DISCONTINUE USE OF THE MOBILE APP AND TERMINATE THIS EULA IN ACCORDANCE WITH SECTION 6.

c. ORBCOMM IS NOT LIABLE FOR ANY ITEMS VIEWED OR TRANSMITTED VIA THE MOBILE APP.

d. ORBCOMM IS NOT LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY ACTS TAKING PLACE WHICH ARE NOT VIEWED OR TRANSMITTED VIA THE MOBILE APP.

e. EXCEPT IN CONNECTION WITH THE MOBILE APP PRIVACY POLICY, ORBCOMM IS NOT OBLIGATED, DIRECTLY OR INDIRECTLY, TO TAKE ANY STEPS TO PREVENT OR CORRECT ANY ACTIVITY PERFORMED BY YOU, NOR IS ORBCOMM OBLIGATED, DIRECTLY OR INDIRECTLY, TO ARCHIVE OR OTHERWISE MAINTAIN OTHER REPRODUCTION OF THE CONTENT THAT APPEARS OR IS TRANSMITTED ON THE MOBILE APP FOR FUTURE REFERENCE.

f. ORBCOMM IS NOT LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY ACTION OR INACTION WITH RESPECT TO ANY CONTENT ON THE MOBILE APP.

g. ORBCOMM IS NOT RESPONSIBLE, DIRECTLY OR INDIRECTLY, FOR COMPLIANCE OR LACK THEREOF BY ANY THIRD-PARTY VENDORS WITH RESPECT TO ANY APPLICABLE LAWS AND REGULATIONS.

h. DUE TO THE INHERENT NATURE OF THE INTERNET, ORBCOMM DOES NOT GUARANTEE OR WARRANT FUNCTIONALITY AND/OR SECURITY OF INTERNET TRANSMISSIONS.

9. Indemnification.

You agree to indemnify, hold harmless, and defend ORBCOMM, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, entity, partnership, organization, association or otherwise, arising out of or relating to: (a) this EULA; (b) Your use of the Mobile App, including any data or work transmitted or

received by You; and (c) any unacceptable use of the Mobile App, including, without limitation, any statement, data or content made, transmitted or republished by You which is prohibited as unacceptable in Section 5.

10. Privacy.

You agree to and are bound by ORBCOMM's Mobile App Privacy Policy, available at [\[REDACTED\]](#), which is herein incorporated.

11. Miscellaneous.

a. Amendment. This EULA may be amended at any time and from time-to-time at the sole discretion of ORBCOMM. ORBCOMM shall provide notice to you of amendments by posting the updated EULA on its website. You shall have the opportunity to refuse any amendments solely by ceasing to use the Mobile App, terminating the EULA and uninstalling the Mobile App from your mobile device. By accessing or using the Mobile App after the date such amended terms are posted, You shall be deemed to accept the then current amended terms of the EULA.

b. Waiver. No waiver of any term, provision or condition of this EULA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

c. Severability. If any provision of this EULA is determined to be illegal or unenforceable, then such provision shall be enforced to the maximum extent possible and the other provisions shall remain fully effective and enforceable.

d. Notice. All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail or when sent by e-mail. You hereby consent to notice by e-mail. All notices shall be directed to the parties at the respective addresses provided in Your Agreement, the Mobile App Privacy Policy or to such other address as either party may, from time to time, provide.

e. Governing Law/Venue. This EULA shall be construed and governed under and by the laws of the State of New York. The parties agree that exclusive venue for any legal action relating hereto shall be in New York County, New York, United States, and jurisdiction shall be vested in the courts therein. The parties agree not to contest the venue set forth herein and to submit to, and not contest, the exercise of personal jurisdiction over them by any of the foregoing courts or concerning forum non-conveniens in the foregoing forums.

f. Force Majeure. If the performance of any part of this EULA by either party is prevented, hindered, delayed or otherwise made impracticable by causes beyond the reasonable control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

g. Survival. The terms and provisions of sections 2, 3, 4, 5, 7, 8, 9, 10 and 11 shall survive any termination or expiration of this EULA.

h. Entire Agreement. This EULA constitutes the complete and exclusive statement of the agreement between the parties with respect to the Mobile App and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Mobile App. In the event of any conflict between the provisions of Your Agreement and this EULA concerning the Mobile App, this EULA shall control.

Copyright 2025, ORBCOMM Inc. ALL RIGHTS RESERVED