

EXPORT/REEXPORT/RETRANSFER AND END-USE/END-USER RESTRICTION ACKNOWLEDGMENT

ORBCOMM Inc., and its various subsidiary companies including, but not limited to, ORBCOMM LLC, ORBCOMM Canada Inc., inthinc LLC, ORBCOMM Europe B.V., ORBCOMM Ireland Ltd, ORBCOMM Africa (Pty.) Ltd., and ORBCOMM Japan Limited (collectively, “**ORBCOMM**”), manufacture and sell a broad variety of telematics products, firmware, software, service offerings, and related technology (“**ORBCOMM Technology**”), designed for and intended to be used by commercial enterprises. To ensure compliance with all applicable export control laws, regulations, rules, and policies, including without limitation those of the United States, Canada, E.U., U.K., and any other jurisdiction where ORBCOMM, its vendors, resellers, customers, or end users engage in business (“**Export Laws**”), it is ORBCOMM’s policy to incorporate the Export Compliance Declaration set forth below by reference into applicable agreements. All parties (entities or natural persons) involved in the development, manufacture, distribution, resale, or end use of ORBCOMM Technology are required, pursuant to such agreements, to make the declaration and comply with its terms.

EXPORT COMPLIANCE DECLARATION

The company identified in the applicable agreement, and all of its employees, affiliates, subsidiaries, and related entities (collectively, the “**Company**”) hereby acknowledges, agrees, and certifies that:

1. The Company shall comply with all Export Laws, and shall obtain any and all licenses or other applicable approvals that may be required by any Export Laws prior to any export, re-export, diversion, transfer, or retransfer of ORBCOMM Technology.
2. The Company shall not sell, resell, transfer, divert, export, re-export, or otherwise dispose of any ORBCOMM Technology to sanctioned individuals or entities, or to sanctioned or embargoed countries (including without limitation, Iran, North Korea, Russia, or Syria), or otherwise in contravention of Export Laws.
3. The Company shall comply with all Export Laws that prohibit the sale, transfer, export, re-export, or other participation in any transaction involving ORBCOMM Technology to, for, or on behalf of individuals or entities that are listed on any of the various restricted or prohibited parties lists including without limitation, those established by the US Departments of Commerce, State, and/or Treasury, and the UK, EU and UN (collectively “Designated Prohibited Parties Lists”).
4. The Company, or any legal entity or natural person that owns or controls (either directly or indirectly) any interest in the Company is, as of the date of this Export Compliance Declaration, not listed on any Designated Prohibited Parties Lists. If the Company, or any legal entity or natural person that controls or owns (either directly or indirectly) any percentage or portion of the Company is at any time added to any of the Designated Prohibited Parties Lists, the Company shall immediately notify ORBCOMM in writing of such change. The notification must be made in writing to compliance@orbcomm.com, with the details to include the name and address of any such party.
5. Each of the Company’s customers, subcontractors, or any other party that the Company engages with relating to ORBCOMM Technology, including their names and addresses (including the shipping addresses if different than the entity registered address) have been and, prior to any export, shall be separately screened (name search, followed by separate search of address or addresses) against the USA Consolidate Screening List maintained by the US Department of Commerce International Trade Administration, accessible at the URL: <https://www.trade.gov/data-visualization/csl-search>.
6. The Company shall not sell, resell, transfer, divert, export, re-export, or dispose of any ORBCOMM Technology to be used in any activity that includes the development, production, handling, use, operation, maintenance, storage, detection, identification or dissemination of weapons of mass destruction including, but not limited to chemical, biological, missile, radiological or nuclear weapons (“CBRN”) or their delivery systems. Nor shall ORBCOMM Technology be used in, at or in connection with any site or facility engaged in such activities or where there exist reasonable grounds to suspect that this is the case.
7. The Company shall not sell, resell, transfer, divert, export, re-export, or dispose of any ORBCOMM Technology for military use in any country subject to an arms, weapons, or other applicable embargo or sanction (including without limitation an embargo or sanction imposed by the US, UK European Union, or OSCE). Nor shall ORBCOMM Technology be used or made a part of or work with any item that is designed, modified, configured, or adapted for a military application in country subject to an embargo or sanction described in this Section 7.
8. All payments by the Company to ORBCOMM, or payments by ORBCOMM to the Company, shall only be originated from, routed through, and delivered to banks that are not subject to sanctions or otherwise blocked by Export Laws. All such payments shall be made with unblocked/unfrozen funds.
9. It is the Company’s responsibility to notify ORBCOMM immediately if the Company receives a request from any entity seeking to engage in any transaction that could be prohibited by Export Laws. The notification must be made in writing to compliance@orbcomm.com, with the details of the request to include the name and address of the entity, the ORBCOMM Technology they desire to have access to or procure, and the applicable Export Laws prohibition(s).
10. THE OBLIGATIONS TO COMPLY WITH EXPORT LAWS ARE INDEPENDENT OF THIS EXPORT COMPLIANCE DECLARATION.
11. The Company shall indemnify, defend, and hold ORBCOMM harmless from and against any third-party claim, including any governmental enforcement action, and any resulting fines, losses, liabilities, damages, or legal fees and costs arising from or relating to any breach by the Company of the representations set forth in this Export Compliance Declaration, and/or any failure of the Company to comply with Export Laws.