



STANDARD DATA SERVICE TERMS AND CONDITIONS

THIS DOCUMENT contains the terms and conditions under which ORBCOMM Ireland LTD (“ORBCOMM”) sells Data Service (as defined below) to customers under purchase orders *where no Master Telematics Purchase Agreement or other form of master agreement as to terms and conditions of sale is in effect* between ORBCOMM and the customer accessing the ORBCOMM platform and/or data feed (“Customer”). These terms and conditions (the “Agreement”) are incorporated by reference into the Sales Order Acknowledgement issued by ORBCOMM in response to a purchase order and govern over any terms or conditions stated in, referred to in, or attached to the purchase order or any acknowledgement issued by the customer.

1. **Definitions.** The following terms, when capitalized, carry the meanings assigned to them in this section when used in this document, any of the incorporated documents checked above, or any Related Order unless the context clearly demonstrates a contrary intention, in which case they carry their ordinary meanings.

“Activation” means, with respect to a unit of Equipment, the configuration of the Equipment to start transmitting messages to and/or from an ORBCOMM website.

“Affiliate” means a company controlling, controlled by, or under common control with, a Party.

“Confidential Information” has the meaning assigned to it in Section 8.

“Customer” has the meaning assigned in the preamble.

“Data Service” means the provision to the Customer of processed data derived from ORBCOMM Equipment installed on relevant mobile or fixed assets using computer functionality of ORBCOMM’s proprietary software, ORBCOMM’s websites, and/or an optional (at extra cost) direct data feed from ORBCOMM’s servers to Customer’s servers, as more fully described herein.

“Data Service Order” means a written purchase order or other written offer to purchase specifying services, identified per an ORBCOMM quotation, and quantity of subscriptions to be purchased by the Customer at the price or prices defined in accordance with the price or prices contained in the written quotation from ORBCOMM to the Customer that is in effect as of the date of the offer. ORBCOMM may accept Customer’s offer to purchase through issuance of a Sales Order Acknowledgement to the Customer.

“Equipment” “Device” and/or “Unit(s)” means ORBCOMM telematics units, other hardware manufactured by or for ORBCOMM and carrying the ORBCOMM brand, Software Components, and Peripheral Devices.

“Party” or “Parties” means ORBCOMM (as defined in the applicable Sales Order Acknowledgement) and/or Customer as the context requires.

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

2. **Nature of The Data Service**

a. ORBCOMM’s Data Service gathers data from Equipment installed on Customer’s assets, processes that data, and makes it available to the customer in useful form through proprietary software and computer hardware resources, ORBCOMM’s websites, and/or, if ordered, optional direct feed to Customer’s existing information systems. It also may permit the Customer to send data and/or commands to certain types of Customer asset on a machine-to-machine basis. The Data Service includes data query, mapping, and other analytic functionalities and is not offered as a raw data feed from the Equipment.

b. Although pricing for the Data Service is sometimes stated in terms of data or message volumes, the Data Service is not “airtime” or a simple telecommunications service. ORBCOMM consumes telecommunications service in order to collect the data from the Equipment so that ORBCOMM can provide the Data Service, but Customer is not a purchaser of that telecommunications service, which is entirely arranged and paid for by ORBCOMM as a part of its costs of service. Customer acknowledges that Customer has no contractual relationship or right with respect to the carrier providing the telecommunications service between its Equipment and ORBCOMM or to the telephone numbers assigned to facilitate that service, that the carrier is in no event liable to Customer with respect to the performance or nonperformance of such telecommunications services, and that ORBCOMM is not a provider of telecommunications services and does not control the network over which the data passes from the Equipment to ORBCOMM’s computers. For international service, some countries will not recognize ORBCOMM as the consumer of the telecommunications service and may consider any provision of the Data Service by Customer to its local customers or end users to be a regulated resale of telecommunications services. In such countries, Customer will be responsible at its sole expense to obtain and maintain or cause its local dealer or Affiliate to obtain and maintain,

the necessary telecommunications license for provision of the Data Service to its local customers or end users.

c. Data Service is only provided for assets belonging to Customer or its affiliates and furnished with Equipment. It 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 Data Service is a violation of these license terms and is cause for immediate termination of all Data Service to the Customer without refund of amounts previously paid.

d. All title and intellectual property rights in and to the Service are owned or licensed by ORBCOMM. Nothing in this Agreement grants Customer any rights in and to any such intellectual property rights except for the limited rights expressly granted herein. Customer will not reverse engineer, decompile, or disassemble the Data Service, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

3. Access to The Data Service

a. Subject to the terms of this Agreement, ORBCOMM will provide Customer with access to the Data Service on a limited, non-exclusive, revocable basis, for use solely for Customer's internal business purposes and those of Customer's affiliates under Customer's ownership or under common ownership or control with Customer.

b. ORBCOMM will provide Customer with unique access credentials to: (a) enable the Customer's application users to access the Data Service; and (b) provide Customer access to an administrative customer service site (collectively, "Access Credentials"). Customer 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 and primarily responsible for all use of the Data Service through its Access Credentials.

c. Customer shall be solely responsible for providing, at its own cost and expense, all equipment and telecommunications service necessary to use the Data 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 Data 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 the same.

4. Use and Support of The Data Service

a. Customer does not have the right to resell the Data Service or act as a service bureau with respect to the Data Service or any component thereof. All rights, including rights of use, not specifically granted under this Agreement are reserved by ORBCOMM and its suppliers. Customer must clearly display the following

message: "ORBCOMM Network Information Services" in a clearly visible location on any Customer derivative work, or application that uses ORBCOMM Data Service for content or information. The Customer shall not resell ORBCOMM Data Service data or information content, in any derivative work or application, accessible to anyone not directly employed by Customer or its affiliates.

b. Customer will not use the Data Service: (i) in connection with the transmission, sale, license or delivery of any infringing, defamatory, offensive, or illegal products, services or materials; (ii) in any manner that threatens the integrity, performance, or availability of the Service, including, without limitation, knowing transmission of any virus, worm, Trojan, or other harmful code, attempting to gain unauthorized access to any ORBCOMM systems or data, or engaging in any type of denial-of-service or other cyber-attack on the ORBCOMM systems; or (iii) in violation of local, state, federal or equivalent privacy or other regulations.

c. To the extent that any data derived from Equipment installed on Customer assets is considered personal data subject to privacy laws or regulations by any country in which the Equipment 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 Data Service.

d. Customer's use of the Data 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>.

ORBCOMM reserves the right to use the information generated from the data for statistical analysis or other industry purposes, provided that ORBCOMM ensures that the source of such data is and remains anonymous.

e. Customer agrees to accept the ORBCOMM website reports in their existing format and system architecture as such may be reasonably modified by ORBCOMM from time to time as provided below. Any customization of the Equipment, Data Service or reports is not included in the Data Service fees. If requested by Customer, such customization shall be subject to a Professional Services Statement of Work and service order mutually agreed upon by the parties outlining the work to be performed, the applicable fees, the payment and other terms.

f. ORBCOMM may, in its sole discretion, make feature or functionality updates to the Data Service from time to time. ORBCOMM will provide advance notice of such Data Service updates and will make commercially reasonable efforts to identify Data Service updates that may require modifications to Customer's applications that interface with it. For those types of update (such as a major version release, e.g., v1.0 to v2.0) that ORBCOMM reasonably believes will necessitate

significant modification of interfacing applications of all users of the Data Service, ORBCOMM will maintain the immediately previous version (one version back) of the Service for no less than 12 consecutive months starting from the date of release of the new version. Customer's failure to upgrade its interfacing applications to be compatible with the latest version of the Data Service during this time may result in an interruption or termination of Customer's access to the Data Service without liability on the part of ORBCOMM.

g. ORBCOMM will make commercially reasonable efforts to maximize the availability of the ORBCOMM web sites; however, Customer acknowledges that system maintenance and backups, as well as server and network malfunctions, may and do occur and ORBCOMM will not be liable to Customer for outages and Data Service issues that occur despite ORBCOMM's commercially reasonable efforts

h. ORBCOMM will provide reasonable technical support to Customer. ORBCOMM assumes no responsibility to provide support for Customer's applications or for Internet access issues or other issues not under ORBCOMM's direct control.

5. Term and Termination of Data Service

a. The term of Data Service is determined on a unit-by-unit basis. Each unit of Equipment for which the Customer desires Data Service must be listed on a Data Service Order accepted by ORBCOMM.

b. For each unit of Equipment within a Data Service Order, the term of Data Service commences upon the earlier of Activation or thirty (30) days from the date of shipment.

c. The Data Service term for each Unit of Equipment shall be as set forth on the Sales Order Acknowledgment ("Initial Term") and thereafter shall automatically renew for additional twelve (12) month periods (each a "Renewal Period") unless either party gives written notice to the other, at least ten (10) days prior to the end of a term, of its intention not to renew. Data Service fees begin as of the first day of the month of Activation and end on the last day of the month in which deactivation occurs, without proration. Unless otherwise agreed to by ORBCOMM in writing, renewal terms may be adjusted by ORBCOMM upon fifteen (15) days written notice to Customer prior to the end of the then expiring term. In the event Data Service for any Device(s) is terminated by Customer prior to completion of the Initial Term, Customer shall pay the remaining monthly Data Service Fees for each Device(s) so terminated, for the remainder of the Initial Term. For clarity, if Customer has 100 Devices using the Data Service and terminates the Data Services for 5 of those Devices at month twelve (12) of the Initial Term, Customer shall pay the Data Service monthly fees for those units for the remaining twenty-four months of the Initial Term ("Termination Fees").

d. Service may be suspended immediately as to all of Customer's units upon notice if the Customer is in material breach of 4.b, items (i), (ii) or (iii) or 4.c. of these Data Service Terms and Conditions. Once Service has been suspended, such Service may be reactivated only upon receipt by ORBCOMM of all outstanding undisputed then owing (together with accrued interest thereon as applicable) together with payment of the reactivation fee set forth in the applicable quote or sales order acknowledgement for each unit of Equipment being reactivated. In addition, either Party may terminate this Agreement as to all, but not less than all, units, if the other Party is in breach of any material term of this Agreement and fails to cure such breach within 30 days after written notice thereof. Customer may terminate any Data Service Order hereunder within twenty (20) days following any material revision by ORBCOMM of the privacy policies referenced in Sections 4.d. of these Data Service Terms and Conditions, if such revision is materially inconsistent with Customer's then existing privacy policy. Upon termination of this Agreement for breach, (a) all rights granted to Customer under any Data Service Order will immediately terminate and Customer shall cease to use the Data Service and all intellectual property of ORBCOMM; and (b) Customer will pay any outstanding amounts owed to ORBCOMM. Upon proper termination by Customer based on ORBCOMM's revision of its privacy policies, ORBCOMM will refund the unearned portion of the service fees paid. Termination for any other reason shall not excuse CUSTOMER obligation to pay any and all amounts due. Notwithstanding the foregoing, the terms of this Agreement will apply to continued use of the Data Service by Customer following the termination or expiration of any Data Service Order.

6. Pricing and Payment Terms.

a. Data Service fees shall be specified in each Service Order issued by Customer and accepted by ORBCOMM. Commencing on the first anniversary of the Effective Date and each anniversary thereafter, ORBCOMM may, upon thirty (30) days written notice, increase the Data Service fees equal to the percentage increase (if any) the Eurostat Industrial Producer Price Index, EU Total market (except construction, sewage, waste management and remediation activities). Any change in Data Service pricing shall be effective at the start of the next billing cycle commencing thirty (30) days.

b. Service pricing includes 1 MB of data per month. ORBCOMM reserves the right to charge for data overages as provided in the applicable ORBCOMM quotation.

d. Service pricing is for home-network service for the particular service and ORBCOMM reserves the right to make additional charges for roaming service as provided in the applicable ORBCOMM quotation.

e. Payment with respect to the Data Services, shall be in Euros and due in full within 30 days following the invoice date. Invoiced amounts are not subject to reduction, by set-off or otherwise, without the express prior written consent of ORBCOMM. Customer may be required to pay a late charge equal to one and one-half (1.5%) percent per month on all amounts not paid within thirty (30) days of the date of invoice.

7. **Disclaimer of Warranties**

ORBCOMM MAKES NO WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA SERVICE AND ORBCOMM 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 AND ACCESS TO THE ORBCOMM WEBSITES ARE PROVIDED "AS IS." ORBCOMM MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE OPERATIONS OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AND ORBCOMM MAKES NO WARRANTY THAT THE DATA SERVICE WILL OPERATE PROPERLY AS INTEGRATED WITH CUSTOMER'S SYSTEMS AND APPLICATIONS. CUSTOMER ACKNOWLEDGES THAT TEMPORARY INTERRUPTIONS OF THE DATA SERVICES AVAILABLE THROUGH THE ORBCOMM WEBSITES OR OTHERWISE TO CUSTOMER MAY OCCUR AS NORMAL EVENTS.

8. **Confidentiality**

a. "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 Services: (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.

b. 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 copies retained in work paper files or records, anything that may be stored in back up media or other electronic data storage systems, latent data and metadata. Except as otherwise set forth in this section, 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 required or necessary to be disclosed pursuant to a statutory or regulatory provision or court or administrative order or to submit and process an insurance claim.

c. 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.

d. 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, provide prompt written notice to the Disclosing Party of such demand in order 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.

e. No License or Warranties. Except as set forth in this Agreement, no license to the receiving party under any trade secrets or patents is granted or implied by conveying Proprietary Information or other information to such party, and none of the information transmitted or exchanged shall constitute any representation,

warranty, assurance, guaranty or inducement with respect to the infringement of patents or other rights of others. In addition, the disclosure of Proprietary Information by the disclosing party shall not constitute or include any representation or warranty as to the accuracy or completeness of such information.

9. **Infringement Indemnity.**

a. ORBCOMM shall defend, indemnify and hold Customer harmless against all costs and expenses, including reasonable attorney's fees, damages, and liabilities arising out of any claim by an unaffiliated third party that the Data Services, as provided by ORBCOMM, infringes or misappropriates any intellectual property rights, including without limitation infringement of U.S. patent or any trade secrets under U.S. law, provided, Customer gives ORBCOMM: (i) prompt written notice of such claim; (ii) control over the defense; and (iii) proper and full information and assistance to settle and/or defend such claim. Notwithstanding the foregoing, ORBCOMM shall have no obligation or liability to the extent that the alleged intellectual property infringement(s) arises from (1) the combination, operation, or use of the Data Service with products not supplied by ORBCOMM except as intended or anticipated; (2) alterations to the Data Service, which alterations were not made or authorized by ORBCOMM; or (3) use of the Data Service in a manner for which it was not designed. In the event Customer is enjoined from using the Data Service in a final judgment by a court of competent jurisdiction in a claim covered by this Section 8.a., ORBCOMM shall, at its option and expense, (a) procure for Customer the right to continue to use the Data Service; or (b) allow Customer to terminate the Data Service without penalty. If any claim for which indemnity is or may be sought hereunder is made, Customer agrees (i) promptly to notify ORBCOMM in writing; (ii) to cooperate with ORBCOMM and to allow ORBCOMM sole authority to control the defense and settlement of such claim.

b. Except to the extent that Section 8.a., applies, Customer shall indemnify and save ORBCOMM harmless from and against losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out any third party claim alleging that the manner of using the Data Services not in accordance with ORBCOMM's in accordance with the terms and conditions set forth herein, the specifications or instructions or employed by Reseller through combining or integrating the Data Services with non-ORBCOMM products or services infringes its patent, copyright or trademark, including, but not limited to, improper, false, and/or invalid patent, trademark, and/or

copyright markings, misappropriation of trade secrets or other rights occasioned thereby.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF ORBCOMM FOR INFRINGEMENT AND IS IN LIEU OF ANY AND ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY IN REGARD THERETO.

10. **Allocation of Risk and Limitation of Liability.**

a. CUSTOMER UNDERSTANDS THAT ITS USE OF THE DATA SERVICE ALLOWS USERS TO SEND COMMANDS TO MECHANICAL DEVICES BELONGING TO OR UNDER THE CONTROL OF CUSTOMER. CONSISTENT WITH AND/OR IN ADDITION TO THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION AND SECTION 6, ORBCOMM SHALL NOT BE LIABLE FOR THE MISUSE OR IMPROPER USE OF THE DATA SERVICE, FOR MISTAKES MADE BY OR ERRORS IN THE USE OF THE DATA SERVICE BY THE COMPANY'S APPLICATION USERS, OR FOR CONTROL COMMANDS WHICH ARE LOST, NOT DELIVERABLE, OR INAPPROPRIATE FOR ANY REASON, INCLUDING SAFETY ISSUES. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY, AND NOT ORBCOMM'S, TO INSURE ITS ASSETS, EQUIPMENT AND LOADS AGAINST LOSS OR DAMAGE, INCLUDING LOSS OR DAMAGE RESULTING FROM FAILURES, ERRORS, OR OTHER PROBLEMS WITH THE DATA SERVICE

b. ORBCOMM SHALL NOT BE HELD LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER SIMILAR DAMAGES, AS WELL AS LOSS OF PROFITS, LOSS OF SERVICE, LOSS OF LOAD, BUSINESS INTERRUPTION, LOSS OF OR INCORRECT BUSINESS INFORMATION/DATA AND THE LIKE SUFFERED OR INCURRED BY CUSTOMER IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY FUNCTIONALITY OR DATA SERVICES TO BE PROVIDED HEREUNDER.

c. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ORBCOMM'S ENTIRE LIABILITY, IF ANY, FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT, FUNCTIONALITY OR SERVICE TO BE PROVIDED HEREUNDER OR CUSTOMER'S USE OF THE ORBCOMM WEBSITES OR A ORBCOMM DATA FEED SHALL BE LIMITED TO THE AMOUNT THAT CUSTOMER PAID ORBCOMM PURSUANT TO THIS AGREEMENT, FOR SERVICES PER UNIT AFFECTED BY THE ACT OR OMISSION GIVING RISE TO SUCH LIABILITY, DURING THE THREE (3) MONTH PERIOD BEFORE THE ACT OR OMISSION GIVING RISE TO SUCH LIABILITY.

d. THESE LIMITATIONS OF REMEDY ARE A MATERIAL PART OF THE ECONOMIC BARGAIN OF THE PARTIES AND WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. **Governing Law.**

a. This Agreement shall be construed and controlled by the laws of Ireland. 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 year after the termination of this Agreement; provided that claims under any provision of this Agreement that survives 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.

12. **Compliance with Laws.** 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 its obligations under this Agreement.

a. Customer agrees that in carrying out its duties and responsibilities under this Agreement, it will neither undertake nor cause nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in any applicable countries; or (ii) would have the effect of causing ORBCOMM to be in violation of any laws, decrees, rules, or regulations in effect in applicable countries.

b. Customer acknowledges and agrees that, in some countries, Customer's acquisition, utilization, or provision to a third party of Data Services or Equipment may constitute a regulated telecommunication undertaking. Accordingly, Customer, its respective agents, affiliates and subsidiaries shall at their own expense, and shall cause their respective employees to obtain and/or maintain any required authorization where the proposed activity to be undertaken by Customer hereunder would otherwise be prohibited or restricted by applicable law or regulation.

c. Customer agrees at all times to comply with all applicable laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to Customer. In the case of an international sale, that is, one in which Customer has designated a destination address for Equipment or technical data that is outside the United States, ORBCOMM shall be responsible for obtaining any required export licenses from the United States Government to cover such sale to such designated destination. Customer shall be responsible for obtaining from all necessary governmental authorization to import the Equipment or technical data to such designated destination. Customer shall not violate the terms of any applicable export authorization, divert or suffer the diversion of any shipment of Equipment or technical data from its designated destination and shall not otherwise export (as the term is defined in applicable United States laws), re-export, re-import, or forward any Equipment or technical data without first obtaining all

necessary prior authorization from the United States Government and/or any other government with jurisdiction over such transaction.

d. Additionally, each Party and its respective agents, affiliates and subsidiaries shall at their own expense, and shall cause their respective employees 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. Attached hereto is a Data Privacy Addendum, which sets forth the Customer's responsibilities and obligations as a data controller and ORBCOMM's responsibilities as a data processor each in accordance with the General Data Protection Regulation.

13. **Force Majeure.** ORBCOMM shall not be liable for failure to perform any of its obligations under this Agreement or any Equipment Order hereunder due to causes beyond its reasonable control. Such causes shall include, but shall not be limited to, such things as acts of God, fire, flood, earthquake or other natural disaster, unusually severe weather conditions, war, terrorist activity, embargo, riot, the intervention of any governmental authority, strikes (regardless of the characterization thereof), labor slowdowns or walkouts, shortages of labor, material or transport, and failures of suppliers to deliver in accordance with the terms of their contracts. ORBCOMM will, within a reasonable time after a *force majeure* event, notify Customer in writing, and the time for delivery or other performance by ORBCOMM hereunder shall be extended by at least the same length of time as such *force majeure* event continues.

14. **No Joint Venture.** The Parties hereunder are independent contractors, and nothing in this Agreement will be construed as creating a partnership, franchise, joint venture, employer-employee, or agency relationship. Neither party shall have the right to, and neither party shall, control the means or methods by which the other party carries out its obligations under this Agreement or any Related Order.

15. **No Third-Party Beneficiaries.** The provisions of this Agreement are for the benefit of the Parties and not for any other person or entity. In particular, a cross-reference in a Related Order to another person or entity who may be purchasing equipment or services to be used in conjunction with those purchased by the Customer is not intended to, and shall not, constitute the referenced person or entity a party to or beneficiary of this Agreement or the referencing Related Order.

16. **Network Changes.** ORBCOMM disclaims all liability in the event of technical or network changes made by a telecommunications carrier to its network that result in a Customer's inability to continue to use, or the degradation of performance, of either the Equipment or Data Service. ORBCOMM will use commercially reasonable efforts to provide notice of such changes once notification by the applicable carrier has been received so that Customer may plan for the transition.

17. **Severability.** If any provision of this Agreement or any Related Order hereunder is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. The Parties intend that the provisions of this Agreement and Related Orders be enforced to the fullest extent permitted by applicable law. Accordingly, the Parties agree that if any provision is deemed not enforceable, it will be deemed modified to the extent necessary to make it enforceable.

18. **Section Headings.** The section headings used in this Agreement are intended for convenience only and will not be deemed to supersede or modify any provision.

19. **Assignment.** This Agreement is binding on the Parties and their respective successors and assigns. ORBCOMM may assign this Agreement to any person or entity acquiring all or substantially all of the business

and assets of ORBCOMM upon prior notice to Customer. Otherwise, neither party may assign this Agreement or any Related Order without the prior written consent of the other and any such attempted assignment without such consent shall be void.

20. **Notices.** All notices between the Parties must be in writing and will be deemed given as of the day they are received either by messenger, delivery service, or national mail service, postage prepaid, addressed to the Party as specified above, or to such other addresses as the Party to receive the notice or request so designates by written notice to the other Party.

21. **Amendment.** These standard Data Service Terms and Conditions may not be amended or modified except in a writing signed by authorized representatives of the parties.

22. **Marketing.** Each Party is prohibited from using in advertising, publicity, promotion, marketing, or other similar activity, any name, trade name, trademark, or other designation, including any abbreviation, contraction or simulation, of the other Party without the prior written permission of the other Party. Notwithstanding the foregoing, ORBCOMM may identify Customer by name on its customer list or similar marketing presentation.

23. **Integration and Risk Allocation.**

THE DATA SERVICE ORDER, INCLUDING THE SALES ORDER ACKNOWLEDGEMENT, WHICH, WITH THIS DOCUMENT, REPRESENT THE PARTIES' ENTIRE AGREEMENT AND CANNOT BE MODIFIED EXCEPT BY A WRITING SIGNED BY A DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY ORBCOMM REFLECT THE ALLOCATION OF RISK EXPRESSED BY THE LIMITED WARRANTIES, THE EXCLUSIVE LIMITED REMEDIES FOR BREACH OF THOSE LIMITED WARRANTIES, AND THE LIMITATIONS ON LIABILITY AND DAMAGES SET FORTH IN THIS INTEGRATED AGREEMENT. BY EXECUTING THIS AGREEMENT, CUSTOMER ACCEPTS THESE TERMS AND CONDITIONS AND AFFIRMS THAT IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THE DATA SERVICE ORDER.

[END OF DATA SERVICE TERMS AND CONDITIONS]

Important Information for your Legal/Compliance Department Controller Data Processing Addendum (DPA)

Explanation

Do we need to sign a DPA?

As our Controller we wish to make the process for data privacy compliance as easy as possible. If your activities are linked to the European Union (EU) market you may be required to comply with the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR). As a Controller of personal data, which is governed by the GDPR then you have a legal obligation to have a Data Processing Addendum (DPA) in place with your data processors in accordance with Article 28(3) GDPR. In the course of providing our services to you we may process data that falls within the scope of the GDPR, as such we are providing this DPA to define our relationship and how we process Personal Data.

Is the GDPR applicable to me?

The GDPR is applicable to ORBCOMM and its subsidiaries including ORBCOMM Ireland Ltd, ORBCOMM Europe, Skywave Mobile Communications, Inc., ORBCOMM Africa and inthinc LLC, (collectively, "ORBCOMM") to the extent we carry on activities in which (1) Personal Data is (2) processed within the (3) territorial scope of the GDPR.

(1) Personal Data

Article 4(1) GDPR defines "Personal Data" as any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, such as an identification number or location data. The concept of personal data was deliberately kept broad so as to include all information concerning an identifiable individual to protect the rights of individuals. Therefore, any information relating to a person, where it is possible even indirectly along with other information to identify the person, is "Personal Data."

(2) Processing

Article 4(2) GDPR defines the concept of "processing" as any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(3) Scope of the GDPR

Article 3 GDPR sets out the scope of the GDPR; stating that it applies to the processing of Personal Data in the following circumstances:

- activities of an establishment in the EU, regardless of whether the processing takes place in the EU or not.
- activities of an establishment not in the EU that involves the processing of Personal Data of persons who are within the EU for the offering of goods or services, or the monitoring of their behaviour as far as their behaviour takes place within the EU.
- activities of an establishment not in the EU but in a place where EU law nevertheless applies due to public international law.

Therefore, even if the individuals are not within the EU, as long as you carry out activities within the EU, you are within the territorial scope of the GDPR. Likewise, even if you are not within the EU, if the individuals are within the EU, then the processing activities are within the territorial scope of the GDPR.

How to complete this DPA?

The following is our DPA, which is drafted to be compliant with Article 28(3) GDPR. This DPA has been prepared on behalf of ORBCOMM or its affiliates and subsidiaries. Any ongoing use of an ORBCOMM device or service will be deemed your agreement to this DPA.

Data Processing Addendum

These Data Processing Terms (“DPA”) are in addition to and form part of any other relevant and applicable agreement(s), sales order acknowledgment, purchase order/request or similar mechanism for the purchase of cellular connectivity and related services pursuant to which Processor provides services to You, specifically, the Standard Terms and Conditions to which this DPA is attached (the “Agreement”).

§1 Definitions

- (1) “Controller Personal Data” means the Personal Data received from an ORBCOMM customer/Controller who is the Controller of Personal Data.
- (2) “Controller” means the entity that determines the purposes and means of the processing of Personal Data as defined in Article 4 GDPR.
- (3) “Corporate Group” means all parent companies, subsidiaries, branches and affiliates linked to the subject entity. Affiliate entities are limited to entities that hold direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or where the subject entity holds such ownership or control of the affiliate.
- (4) “Data Subject” means the identified or identifiable person to whom Personal Data relates.
- (5) “Data Protection Law” means all laws and binding regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom applicable to the processing of Personal Data including, but not limited to, the GDPR.
- (6) “GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation).
- (7) “Personal Data” means any information that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under the GDPR.
- (8) “Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (9) “Processor” means the entity which processes Personal Data on behalf of the Controller.
- (10) “Services” means the processing of telematics data received from ORBCOMM devices/equipment into a readable and useable format and/or the provision of cellular or satellite connectivity between the devices/equipment and the Processor, all of which are described on ORBCOMM’s website.
- (11) “Standard Contractual Clauses” means those clauses which may be executed pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010 for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.
- (12) “Sub-processor” means any entity engaged by Processor to process Personal Data on its behalf.

§2 Terms, Purpose and Scope

- (1) The Parties agree that the terms of this DPA are in addition to and are incorporated into the Agreement and that all other terms, conditions, rights and obligations in the Agreement continue in full force and effect unless expressly varied herein. In case of any conflict with other terms, conditions, rights and obligations in the Agreement, this DPA shall take precedence. This DPA replaces and supersedes any prior DPA or terms associated with the collection and transfer of Personal Data between the Parties except to the extent the parties have entered into a mutually executed DPA associated with an underlying purchase and services agreement.
- (2) The Parties agree that customer/Controller purchasing the Services from ORBCOMM is the “Controller” of any Personal Data arising out of or in relation to the Agreement and the Services.
- (3) This DPA shall apply to any and all activities associated with the Agreement and/or the Services, where Processor or its agents process Personal Data on behalf of the Controller.

- (4) This DPA will be considered to be effective 30-days following its posting on the ORBCOMM website. If you notify us, in writing, within such 30-day period that you have concerns with the DPA, we will work to resolve these concerns and to agree on a form of DPA acceptable to both parties.
- (5) Where reference is made to written form or notification, electronic communication is sufficient.

§2 Basis on which Processor can process the Personal Data

We shall only process Personal Data on the basis of your written instructions, either via this DPA, or as otherwise specified in the Agreement, or via instructions to be established in the future, set forth in writing, agreed to by the Parties and consistent with the Agreement.

§3 Duration and Specifications of Processing

- (1) The types of Personal Data, the nature and purpose of the processing, and categories of Data Subjects in relation to the Agreement are set out in ANNEX 1.
- (2) Processor shall process Personal Data for a duration concurrent with the Agreement or, unless you provide other written instructions to us; provided, those instructions are consistent with the Agreement and applicable law.

§4 Confidentiality

Processing of Personal Data shall be conducted under the confidentiality terms set forth in the Agreement.

§5 Security

Processor processes Personal Data in accordance with the controls, processes, and systems that are designed to help ensure Personal Data is held securely as well as properly used, stored and maintained. A breakdown of such measures is provided in ANNEX 2.

§6 Sub-Processor access to Personal Data

- (1) ANNEX 3 lists the Sub-processors to whom Processor may transfer Personal Data. This DPA constitutes your consent to the transfer of Personal Data to the entities listed in ANNEX 3. Processor agrees to obtain Controller's consent prior to the transfer of data to any Sub-processor or third party not listed in ANNEX 3, where consent was not otherwise obtained. Consent is not required if the disclosure or transfer is necessary in accordance with law; in such cases, Processor shall inform Controller of that legal requirement before processing, unless otherwise prohibited from disclosure.
- (2) Controller shall be entitled to withhold consent only for material reasons related to the GDPR.
- (3) Processor shall require each Sub-processor to ensure a level of data protection and information security substantially similar to that provided in this DPA.
- (4) Controller hereby consents to any transfer of Personal Data within the Processor's Corporate Group.
- (5) Where Personal Data in Processor's possession becomes subject to search and seizure, an attachment order, confiscation due to bankruptcy or insolvency, or similar events or measures by third parties, Processor shall promptly notify Controller where such Personal Data includes Controller Personal Data. Processor shall promptly notify all parties in such action that any such Personal Data affected thereby is Controller's sole property, and that Controller is responsible with regards to GDPR compliance.

§7 Transfer of Personal Data outside of the EU

- (1) Processor will seek Controller's consent before transferring Personal Data outside the EU for any transfer outside of the normal processing of Personal Data pursuant to the Agreement. Consent will not be required if the transfer is necessary in accordance with the law; in such cases, Processor shall inform Controller of that requirement, unless such disclosure is prohibited by law.
- (2) Controller hereby consents to any such transfers outside of the EU required to engage the Sub-processors listed in ANNEX 2.
- (3) Controller hereby consents to any such transfer that take place within Processor's Corporate Group, which includes entities in the United States, and Canada. As of the effective date of this DPA, Canada has an

adequacy decision with the EU. As of the effective date of this DPA, ORBCOMM self-certifies to and complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, as administered by the US Department of Commerce.

- (4) For transfers of Personal Data under this DPA to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Law, and where such transfers are subject to Data Protection Law, Processor shall rely on a transfer mechanism in accordance with the following order of precedence: (1) the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, (2) Standard Contractual Clauses.

§8 Retention

Controller has, at all times and per the terms of the Agreement, access to the platform on which their Controller Personal Data is stored. You may identify and request the deletion such Personal Data at any time, subject to superseding legal or contractual requirements. When the Agreement terminates or where Controller otherwise states in writing, Processor shall delete or return to Controller any remaining Controller Personal Data, subject to Processor's internal document retention schedule. Processor shall delete all existing copies of such Personal Data unless EU or national law requires storage of the Personal Data. This does not include anonymous, statistical aggregated data.

§9 Processor Assurances

- (1) Processor shall reasonably support, at the cost of Controller, the responding to Data Subject requests and claims, as detailed in chapter III of the GDPR and in fulfilling the obligations enumerated in Article 33 to 36 GDPR.
- (2) Processor shall promptly inform Controller if, in Processor's opinion, an instruction from Controller infringes Data Protection Laws.
- (3) Upon request from Controller, Processor will make information available necessary to demonstrate compliance with the obligations of the GDPR. Where audits and inspections by Controller or its third-party auditor are necessary, such audits and inspections will be conducted during regular business hours, without interfering with Processor's operations and upon one-month prior written notice and at the sole cost of Controller. Processor shall be entitled to reject auditors that are competitors of Processor. Processor's time and effort for such inspections shall be limited to one day per calendar year, unless otherwise agreed to, and subject to such reasonable compensation related to the audit. Any third-party auditor shall agree to confidentiality restrictions in a form agreeable to Processor.
- (4) Processor reserves the right to immediately stop processing and cease transferring Personal Data at any time and without penalty should Processor become aware of any data protection issues which could impact on the business and or reputation of Processor.
- (5) Processor shall investigate and rectify any data breach or non-compliance with Data Protection Law of which Processor was notified or became aware of. Processor shall notify Controller of any such data breach that arises involving Controller Personal Data.

§10 Enquiries by Data Subjects

Where a Data Subject asserts claims for rectification, erasure or access to Personal Data, and where Processor is able to correlate the Data Subject to Controller, Processor shall promptly refer such Data Subject to Controller. Processor shall support Controller, where possible, with the Data Subject's request at Controller's cost and expense. Processor shall not be liable in cases where Controller fails to respond to the Data Subject's request in total, correctly, or in a timely manner or where Processor is unable to correlate the Data Subject to Controller after reasonable effort.

§11 Controller Responsibilities

- (1) You acknowledge and agree that, at all times, you are the Controller and remain in control of and are responsible for all Personal Data.

- (2) Controller shall notify Processor without undue delay of any defect or irregularity that is found with Processor's work that may impact Data Protection Law compliance.
- (3) As Controller, you shall be solely responsible for compliance with Data Protection Law including, but not limited to, the lawfulness of disclosing Personal Data to Processor and the lawfulness of having the Personal Data processed by Processor. In particular:
 - a. Controller, warrants and confirms that it is Controller's responsibility to obtain the explicit consent of their customers and/or employees, as the case may be, and or establish a legitimate basis for the transfer and processing of Personal Data in line with Data Protection Law.
 - b. Controller, represents, warrants, covenants and confirms that it is Controller's responsibility to inform their customers and/or employees, as the case may be, as to how their Personal Data may be used by third parties, including Processor.
- (4) Controller shall furnish such consents and or legitimate basis to Processor if so requested.

§12 Severability

If any provision of this DPA should be or become invalid, the validity of the remaining provisions shall not in any way be affected or impaired. Invalid provisions shall be replaced by valid provisions formulated in such a way that the intended purpose will largely be achieved.

§13 Liability and damages toward the Data Subject

- (1) Controller and Processor shall be liable to the Data Subject in accordance with Article 82 GDPR and be subject to such indemnities as set out in Article 82 GDPR.
- (2) Controller and/or Processor are obliged to assist in defending and or settling any such claim that is brought against one of the parties at the sole cost of Controller, unless there is a legal determination or law to the effect that Processor is liable to pay any such costs.

§14 Dispute & Governing Law

This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation, in particular regarding the attribution of liability arising out of §13 DPA, shall be governed by, and construed in accordance with, the laws of Ireland and be subject to the jurisdiction of the Courts of Ireland.

DATA PROCESSING DETAILS

Purpose and Subject Matter

Processor shall process Controller information in order to provide Services pursuant to the Agreement. Such processing is undertaken to provide some or all of the following subject matter, depending on the feature set that Controller has licensed and/or elected to use:

- Vehicle location tracking
- Temperature monitoring
- Driver behaviour monitoring
- Driver tachograph compliance monitoring
- Driver working hours monitoring
- Transmission of messages from Controller back-office systems to/from driver.

Duration

The processing shall continue for the duration of the Agreement or until such time that Controller elects to discontinue using Processor's Services.

Categories of Data Subjects

Controller's personnel using the Services contemplated by the Agreement. Additional categories may include Controller's customers (who may be Controllers pursuant to the GDPR) and their personnel using the Services.

Categories of Disclosed Data

Names, work email addresses, work phone numbers, user IDs, login numbers or codes, cookies and other online identifiers of Controllers' and Controllers' customers' and their personnel using the Services. Additional categories of data may include: vehicle telematics data. Controllers shall ensure that no special categories of personal data within the meaning given to that term in Data Protection Law are included within the categories of Disclosed Data.

ANNEX 2 - SECURITY MEASURES

Organizational Measures	Technical Measures	Personal Data it concerns
Secure Controller connections.	SSL encryption is available for all Controller access.	Username, passwords and encrypted location information of Controller assets.
Secure hosting of Controller Personal Data.	All Controller Personal Data is hosted in secure data centres with at least the following measures: <ul style="list-style-type: none"> • Server rooms are without windows • Intruder alarm system with breakdown and hierarchies • Contact monitored door locks • Biometric entry control system • Personnel entry control via turnstyle system • Room monitoring via motion detectors and cameras • ID check • 24x365 security on site 	All Controller Personal Data
Inter-site communications	Inter-site communications are via IPSec secured tunnels.	Movement of Controller Personal Data from satellite GES to terrestrial Controller access location. Movement of Controller Personal Data from primary to backup site.
Data State	All Controller Personal Data is stored in an encoded state.	Username, passwords and encrypted location information of Controller assets.

Additional Technical Security Measures:

- All systems are redundant with data backups to ensure business continuity.
- All servers are located behind firewalls. The firewalls are maintained by ORBCOMM personnel who are separate from those responsible for administering the service provided.
- All data traffic between separated facilities, or over third-party cabling within a facility, is encrypted.
- All remote access to the data and systems for administrative purposes is via encrypted IPsec or TLS/SSL VPN links.
- Only a restricted group of ORBCOMM employees are granted access to the data and systems, and only on an as-needed basis. ORBCOMM has a process for granting and revoking access as necessary as an employee's roles and responsibilities change. All employees have individual credentials, which can be revoked at any time in the event of a compromise.
- Backups of Controller data are taken and replicated off-site to a disaster recovery facility in a different city, operated by a different provider.
- Development, test and production systems are segregated

ANNEX 3 - SUB-PROCESSORS

Name	Address	Processing carried out
Amazon Web Services (AWS)	410 Terry Avenue North Seattle WA 98109-5210 USA -Dublin, Ireland -California, USA -Oregon, USA -Virginia, USA	Infrastructure-as-a-service and Platform-as-a-service cloud services. Controller usernames and passwords. Location information of Controller assets.
CenturyLink Data Center	260-266 Goswell Rd. London, UK EC1V 7EB	Backup datacentre co-location hosting facility for IDP, IsatM2M and DGS Services.
Cyxtera Data Center	22810 International Dr. Sterling, Virginia 20166	Infrastructure-as-a-service and Platform-as-a-service cloud services.
Microsoft, Office 365	1 Microsoft Way, Redmond, WA 98052, USA	Storage location for Controller email correspondence and Controller contract information.
Rogers Data Center	Ottawa_DC1 195 Colonnade Rd Nepean, Ontario Canada K2E 7K3	Datacentre co-location hosting facility for IDP, IsatM2M and DGS Services Controller information. Secure logons required by Controllers. Access is only available to restricted ORBCOMM personnel and authenticated Controllers who have access to their data only.
Salesforce	The Landmark, One Market Suite 300, San Francisco, CA 94105	SaaS hosting Controller contact information.
Rackspace (RS)	Rackspace FRA1, c/o Digital Realty, Lyonerstrasse 28, 60528 Frankfurt am Main, Germany	Infrastructure-as-a-service and Platform-as-a-service. Client usernames and passwords. Location information of Client assets.

Sungard Availability Services	Unit 5, Beckett Way, Park West Business Park, Dublin 12, Ireland	Datacentre co-location facility
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