

This Evaluation Agreement (the "Agreement") made between the ORBCOMM entity listed on the Evaluation Order Form ("ORBCOMM") and the entity listed on the Evaluation Order Form ("Tester") is entered into the date the Evaluation Order Form is signed by Tester ("Effective Date") and contains the terms and conditions on which ORBCOMM will provide to Tester the Products (as defined herein) and access to the Network Services for the limited use as described herein. ORBCOMM does not accept, and hereby rejects, any additional or inconsistent terms that may be included on a purchase order or otherwise, unless expressly agreed to in writing by an authorized representative of ORBCOMM.

BACKGROUND

- A. OGx is a satellite data communications services developed and operated by ORBCOMM which operate on Viasat satellites; and
- B. Tester wishes to evaluate the Products in advance of incorporating these into a commercial offering.

In consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

1. DEFINITIONS.

As used herein, capitalized terms will have the meanings set forth below:

- A. "Affiliate" means, with respect to any Person (i) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used herein, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- B. "Evaluation Order Form" means the order form executed by Tester and ORBCOMM that identifies the Products and services to be provided and sets forth the applicable commercial terms, including the Evaluation Period, and is incorporated into this Agreement by reference.
- C. "Product" means ORBCOMM's products, terminals, evaluation kit, software, documentation and other information, including subsequent or modified versions that may be provided to the Tester. During the Evaluation Period, Tester may make a request to ORBCOMM to purchase additional Evaluation Kits and devices identified in the Evaluation Order Form.
- D. "Network Services" means ORBCOMM's or Affiliate's network services which Tester is eligible to use, subject to the terms of this Agreement, during the Evaluation Period.

2. GRANT OF LICENSE.

ORBCOMM grants to Tester a limited, non-exclusive and non-transferable license to use the Product solely in conjunction with the Network Services, during the Evaluation Period, only for the purpose of testing the Product in a non-production, evaluation environment and to provide feedback thereon to ORBCOMM. All other rights are reserved by ORBCOMM.

3. TERM OF AGREEMENT AND TERMINATION.

- a. **Evaluation Period.** The term of this Agreement commences on the Effective Date and terminates upon the earlier of (i) the period specified in the Evaluation Order Form from the Effective Date, or (ii) the date on which either party terminates this Agreement pursuant this Section 3 (the "Evaluation Period").
- b. **Termination or expiry.** This Agreement will terminate without notice if Tester fails to comply with any of the limitations or other requirements described herein. Either party may terminate this Agreement with thirty (30) days written notice. Upon termination or expiry of this Agreement, Tester shall cease all use of the Product(s), unless a definitive agreement between Tester and ORBCOMM is in effect, in which instance the definitive agreement shall govern the authorized use of the Product(s) and Network Services.

4. DELIVERY AND RETURN OF PRODUCTS.

All Products are delivered Ex Works (Incoterms 2020) from ORBCOMM's factory or designated warehouse. Tester is responsible for all costs associated with delivery, including, without limitation, shipping, freight, insurance, import/export duties, tariffs, taxes, and any other fees or charges incurred in connection with such delivery. If ORBCOMM arranges shipment on Tester's behalf, all resulting costs and fees shall be invoiced to and paid by Tester.

5. TESTER'S OBLIGATION.

- a. **Use of Product.** Tester may use the Product and access the Network Services solely to verify, demonstrate and/or evaluate the performance of the Product during the Evaluation Period. Tester shall not use the Product in any commercial application or for any other purpose than expressly set out in this Agreement. Except to the extent this restriction is prohibited by applicable laws, Tester shall not, and shall not allow any third party to, (i) copy, modify, reverse engineer, decompile or disassemble the Product, or make derivative works based upon the Product, or (ii) rent, lease, sell, sub-license, assign or otherwise transfer the Product or Network Services (or any part thereof) to any third party. Tester shall not export or allow the export or re-export of the Product or any confidential information in violation of any applicable export laws, restrictions or regulations of the United States or any applicable foreign agency or authority.
- b. **Marketing Reference.** In the event the results of any Product testing are successful, Tester agrees to act as a favorable reference for ORBCOMM and the Product, and shall work with ORBCOMM to publicize the success of the testing to the market in a manner to be agreed upon by the parties.
- c. **Local Regulation.** Tester understands that the use of the Product and the Network Services, may be subject to local regulations and it is the Tester's responsibilities to acquire all necessary local regulatory approvals to operate the Product and use the Network Services.
- d. **Tester Warranty.** Tester warrants that it will perform all of its obligations under this Agreement. Tester agrees to indemnify and hold ORBCOMM, its officers, directors, affiliates and employees, harmless from and against all claims, costs and liabilities (including all reasonable legal and attorney fees and expenses) of any kind whatsoever, arising directly or indirectly out of Tester's use of or possession of the Products and Network Services (including without limitation any actions arising from acts or omissions of Tester's employees or agents) or any failure by Tester to comply with the terms of this Agreement.

6. DISCLAIMER OF WARRANTY AND LIMITED LIABILITY.

ORBCOMM MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS OR NETWORK SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND NETWORK SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ORBCOMM EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ORBCOMM DOES NOT WARRANT OR GUARANTEE THAT: (I) THE NETWORK SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR AVAILABLE; (II) THE PRODUCTS WILL BE COMPATIBLE WITH ANY TESTER PRODUCTS IN ANY CONFIGURATIONS, OR WILL MEET TESTER'S PARTICULAR REQUIREMENTS; (III) ALL ERRORS IN THE PRODUCTS CAN BE FOUND AND CORRECTED; OR (IV) THE PRODUCTS OR NETWORK SERVICES WILL PERFORM IN AREAS WHERE SATELLITE COVERAGE IS LIMITED OR NOT AVAILABLE, OR IF OPERATED OUTSIDE THE ALLOWABLE OPERATING LIMITS DEFINED IN THE APPLICABLE SPECIFICATIONS.

ORBCOMM MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES THAT THE PRODUCTS AND NETWORK SERVICES ARE SUITABLE FOR ANY USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE PERFORMANCE (INCLUDING WITHOUT LIMITATION MARINE SAFETY AND DISTRESS SYSTEMS, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, WEAPON SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT SERVICES), EXCEPT IF STATED EXPRESSLY IN WRITING IN THE PRODUCT SPECIFICATIONS, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS OR NETWORK SERVICES COULD RESULT IN DEATH OR PERSONAL INJURY. TESTER ASSUME ALL LIABILITY ASSOCIATED WITH THE USE OF ANY PRODUCTS AND/OR NETWORK SERVICES FOR ANY SUCH APPLICATIONS, AND TESTER WILL DEFEND, INDEMNIFY, AND HOLD ORBCOMM HARMLESS AGAINST ANY CLAIMS AGAINST ORBCOMM FOR LOSS, DAMAGE, LIABILITY, OR EXPENSE (INCLUDING LAWYER'S FEES) ARISING OUT OF OR RELATED TO THE USE BY TESTER, OR THE USE BY ANY THIRD PARTY, OF ANY PRODUCT OR NETWORK SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ORBCOMM'S TOTAL LIABILITY TO TESTER FOR DAMAGES OF ANY KIND, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE UNDER THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT PAID TO ORBCOMM UNDER THIS AGREEMENT FOR THE PRODUCTS OR NETWORK SERVICES THAT GAVE RISE TO THE CLAIM, OR, WHERE NO FEES HAVE BEEN PAID, ONE HUNDRED DOLLARS (\$100). IN NO EVENT WILL ORBCOMM BE LIABLE TO TESTER, OR ANY THIRD PARTY, FOR ANY LOST PROFITS OR SAVINGS, LOST BUSINESS, LOSS OF DATA, ANY TELECOMMUNICATIONS BREAKDOWN, UNAVAILABILITY, DOWNTIME, INTERRUPTION OR DELAY, ANY SUSPENSION OF SERVICE BY ANY THIRD PARTY SERVICE PROVIDER OR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE AND WHETHER OR NOT ORBCOMM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH OCCURRENCE OR DAMAGE.

THE PARTIES AGREE THAT THE FOREGOING REPRESENTS A FAIR ALLOCATION OF RISK HEREUNDER.

7. CONFIDENTIALITY.

The Product, Network Services and related information is proprietary and confidential to ORBCOMM. Tester may disclose the Product and Network Services only to its potential clients and or employees who have a need to know in order to accomplish the purposes identified in Section 2 herein. Tester agrees not to disclose or provide the Product, documentation, Network Services or any related information (including the Product features or the results or use or testing) to any third party or use the Product for any purpose other than provided in Section 2 of this Agreement. Each of the parties hereto agrees to keep confidential all information with respect to the other party which it has received or may in the future receive in connection with this Agreement, which is not otherwise available to the general public without restriction. Tester will have executed appropriate written agreements with its employees and potential clients sufficient to enable it to comply with the terms of this Agreement. Tester's obligations with respect to confidential information shall continue until such information becomes publicly known other than by breach of this Agreement by Tester and such obligations shall survive the expiration or termination of this Agreement.

8. GOVERNING LAW.

This Agreement and any matter relating thereto shall be governed, construed and interpreted in accordance with the laws of the State of New York (excluding its conflicts of laws provisions), and the courts of the State of New York shall have exclusive jurisdiction over all matters arising hereunder. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention, 1980).

9. ENTIRE AGREEMENT.

This Agreement constitutes the complete and exclusive agreement between ORBCOMM and Tester with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in writing and duly signed by authorized representative(s) of ORBCOMM and Tester. A copy, facsimile or electronic version of the executed original Agreement shall have the same force and effect as the original Agreement.