

ORBCOMM END USER LICENSE AGREEMENT

This End User License Agreement (“EULA” or “Agreement”) is applicable to all Services provided by the ORBCOMM entity described below (“ORBCOMM”) and the End User, as defined herein. ORBCOMM and End User may each be referred to as a “Party” or collectively as the “Parties.”

This EULA governs End User’s rights to access and use of ORBCOMM’s End Platform, data services, and related technology (collectively, the “Services”). This EULA does not govern pricing, fees, or payment obligations, which are addressed exclusively in the agreement between End User and its authorized reseller of ORBCOMM products and Services (“Reseller,” and such agreement, the “Commercial Agreement”).

Depending on the nature of End User’s engagement with ORBCOMM, this EULA is supplemented by one or more of the following Addenda: **(A) Addendum A – Equipment Purchase Terms**, for End User receiving ORBCOMM equipment through a reseller on a purchase basis; or **(B) Addendum B – Subscription Terms**, for End User receiving ORBCOMM Devices and Services through a reseller on a Subscription basis.

BY ACCESSING OR USING THE SERVICES, EQUIPMENT, OR DEVICES, END USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF END USER DOES NOT AGREE TO THESE TERMS, END USER MUST IMMEDIATELY CEASE ALL USE OF THE SERVICES, EQUIPMENT, AND DEVICES AND NOTIFY RESELLER.

1. DEFINITIONS

“Activation” means, with respect to a unit of Equipment or Device, the date on which: (i) the unit is installed on an Asset and has an Asset ID paired with the Unit ID or Device ID; and (ii) the unit is provisioned to End User in the End Platform.

“Aggregated Data” means summary-level data, information, statistics, analyses, benchmarks, metrics, insights, or other materials that do not reasonably identify End User as the source of the underlying End User Data or identify the End User or a specific Asset.

“AI-Generated Outputs” means outputs generated by AI Tools as part of the Services.

“AI Tools” means artificial intelligence, machine learning, agentic, or automated algorithmic tools used by ORBCOMM to process, analyze, interpret, or present End User Data and ORBCOMM Data as part of the Services.

“Asset” means End User’s vehicle, equipment, or other physical tangible property, owned, leased, or otherwise controlled by End User, on which a Device or Unit is installed.

“Asset ID” means the unique Asset identifier assigned to an Asset in the End Platform.

“Authorized Users” means End User’s employees, contractors, and third-party service providers acting on End User’s behalf who are authorized to access and use the Services.

“End User” means the entity that is accessing or uses the Services as permitted by this EULA.

“End User Data” means any data originating from End User’s Assets collected by the Equipment or Device in connection with the Services, excluding Aggregated Data and ORBCOMM Data.

“End Platform” means ORBCOMM’s proprietary software, websites, and/or, if ordered and subject to the applicable Commercial Agreement, an optional direct feed (“API”) to End User’s existing information system.

“Equipment,” “Unit(s),” and “Device(s)” have the meanings set forth in the applicable Addendum to this EULA.

“Intellectual Property” means all trademarks, copyrights, patents, trade secrets, and other ideas, data, inventions, discoveries, developments, enhancements, works of authorship, programs, and technical, business, and other information.

“ORBCOMM Data” means data, analytics, and other processed outputs derived from End User Data by ORBCOMM and made available to End User through the End Platform.

“ORBCOMM IP” means all right, title, and interest, including all Intellectual Property rights, in and to the Equipment or Devices, the Services, the ORBCOMM Data, AI-Generated Outputs, and all proprietary technology, know-how, methodologies, inventions, and processes embodied therein.

“Services” means the provision to End User of data derived from Equipment or Devices installed on End User’s Assets using ORBCOMM’s proprietary software, websites, and/or API, including access to the End Platform, ORBCOMM Data, and AI-Generated Outputs.

“Software Components” means software and/or firmware programs or scripts embedded in the Equipment or Devices, or otherwise furnished with or in connection to the Equipment or Devices by ORBCOMM.



“Usage Data” means data collected by ORBCOMM while providing the Services, such as account information and settings, usage details, queries, operational status, authentication details, quality and performance metrics, and other technical details necessary for ORBCOMM to operate and maintain the Services.

2. LICENSE GRANT

- 2.1. License to Services.** Subject to the terms and conditions of this EULA, ORBCOMM grants End User a non-exclusive, non-transferable, revocable, limited license to access and use the End Platform and Services solely for End User’s internal business purposes during the applicable term. End User may permit Authorized Users to access and use the Services, provided that such access is solely for End User’s internal business purposes and subject to confidentiality obligations no less protective than those set forth herein.
- 2.2. License to Software Components.** The Software Components are proprietary Intellectual Property owned by ORBCOMM or licensed to ORBCOMM by third-party providers. Subject to the terms herein, ORBCOMM grants End User a personal, non-exclusive, non-transferable license to access and use the Software Components solely while installed on the Equipment or Devices and solely to collect and transmit data or commands through ORBCOMM’s network as part of the Services. End User shall not make any copies, download, reverse engineer, decompile, or disclose the Software Components to any third party. The Software Components are designed and licensed solely for use in connection with ORBCOMM’s Services, and any use with any other data service shall automatically terminate and cancel all of End User’s rights and license with respect to the Software Components.
- 2.3. License to ORBCOMM Data.** Subject to the terms and conditions of this EULA, ORBCOMM grants End User a non-exclusive, non-transferable, revocable, limited license to access, use, and display the ORBCOMM Data solely for End User’s internal business purposes during the applicable term.
- 2.4. Access Credentials.** ORBCOMM will provide End User with unique access credentials to access the Services (“Access Credentials”). End User shall safeguard its Access Credentials and shall not make them available to any unauthorized third party. End User agrees to make password changes periodically or upon material personnel changes. End User is fully responsible and liable to ORBCOMM for all uses of the Services through its Access Credentials. End User is responsible for the acts and omissions of its Authorized Users in connection with their access to or use of the Services. Any breach of this EULA by an Authorized User shall be deemed a breach by End User.
- 2.5. Product-Specific Terms.** Certain Equipment, Devices, and Data Services are subject to Product-Specific Terms available at <https://www.orbcomm.com/terms-and-conditions-docs>, incorporated herein by reference. In the event of any conflict between this EULA and the Product-Specific Terms, the Product-Specific Terms shall control with respect to the specific product or service to which they apply.

3. RESTRICTIONS ON USE

End User shall not, and shall not permit any third party to:

- (a) copy or duplicate any Software Component, software, or technology comprising a component of the Services or any other ORBCOMM IP;
- (b) decompile, disassemble, reverse engineer, or otherwise attempt to obtain the source code from which any software component is compiled or interpreted;
- (c) modify, revise, enhance, alter, or create derivative works from the Software Components, Services, or any other ORBCOMM IP;
- (d) assign, license, sublicense, rent, lease, resell, or otherwise transfer or redistribute the Software Components, Services, or any other ORBCOMM IP, except as expressly permitted herein;
- (e) remove, obscure, deface, or alter any Intellectual Property notices or markings placed on Equipment, Devices, Software Components, or Services by ORBCOMM, its licensors, or suppliers;
- (f) use the Services or ORBCOMM IP in any manner that violates applicable law;
- (g) connect any non-ORBCOMM service to the Equipment, Devices, and/or Services without ORBCOMM’s prior written approval where such connection threatens or impacts the security and functionality of the Services; or
- (h) resell, sublicense, publish, or otherwise commercially exploit the ORBCOMM Data, or use it to develop any competing product or service.

4. INTELLECTUAL PROPERTY

- 4.1. ORBCOMM Ownership.** Subject to End User’s ownership rights in the End User Data, ORBCOMM and its licensors and suppliers own all right, title, and Intellectual Property rights in and to the Equipment, Devices, Services, ORBCOMM

Data, AI-Generated Outputs, and all ORBCOMM IP. No ownership rights, franchises, or licenses with respect to the Services, ORBCOMM Data, or any ORBCOMM IP shall pass to or be granted to End User except as expressly provided in this EULA.

- 4.2. End User Data.** As between End User and ORBCOMM, End User owns all rights, including all Intellectual Property rights, in and to the End User Data. End User grants to ORBCOMM a nonexclusive, worldwide, royalty-free, irrevocable, fully paid-up, sublicensable right to access, collect, use, process, store, disclose, and transmit End User Data to: (i) provide the Services to End User; (ii) improve its Equipment, Devices, Services, products, and solutions, provided that ORBCOMM does not disclose End User Data to third parties (other than affiliates, subcontractors, and service providers) unless the data has been aggregated and/or de-identified such that End User and its Assets are not identifiable; and (iii) produce Aggregated Data. ORBCOMM may use, process, store, disclose, and transmit Aggregated Data for any purpose without restriction or obligation to End User.
- 4.3. Usage Data.** ORBCOMM owns all right, title, and interest in and to the Usage Data. ORBCOMM will not disclose Usage Data externally unless it is (a) de-identified so that it does not identify End User, its Authorized Users, or any other person, and (b) aggregated with data across other customers or end users.
- 4.4. Reservation of Rights.** ORBCOMM reserves all rights in the ORBCOMM IP except the limited rights expressly granted to End User herein.

5. END USER DATA AND DATA PROCESSING

- 5.1. End User Responsibilities.** End User will ensure that its use of the Equipment, Devices, Services, and ORBCOMM Data complies with all applicable laws, statutes, and regulations. To the extent that any End User Data contains personal data subject to privacy laws or regulations, End User represents and warrants that it has obtained and will continue to obtain adequate consent from the individuals to whom such data relates, or End User otherwise has the legal right as a data controller or data processor for ORBCOMM to receive and process such data.
- 5.2. Privacy Policy.** The ORBCOMM Privacy Policy, available at <http://www.orbcomm.com/en/privacy-policy> (the "Privacy Policy") and as updated from time to time is incorporated herein by reference.
- 5.3. Data Processing Agreement.** ORBCOMM's handling of personal data is governed by ORBCOMM's [Data Processing Agreement](https://www.orbcomm.com/terms-and-conditions-docs) ("DPA"), available at <https://www.orbcomm.com/terms-and-conditions-docs>, which is incorporated into this EULA by reference. The DPA governs ORBCOMM's processing of personal data as part of the Services and supersedes any inconsistent terms set forth herein.
- 5.4. Data Retention.** ORBCOMM will make relevant End User Data available to End User through online access for a period no less than twelve (12) months from the date that the relevant End User Data is generated. Thereafter ORBCOMM will archive and retain such End User Data for no less than twelve (12) months and, upon End User's request, will retrieve and make available such archived End User Data subject to ORBCOMM's then-standard applicable retrieval service rates. In the event of termination or expiration, ORBCOMM will retain End User Data for ninety (90) days from the effective date of such event, after which ORBCOMM may permanently delete the End User Data.

6. ARTIFICIAL INTELLIGENCE

ORBCOMM may use AI Tools to process, analyze, interpret, or present End User Data and ORBCOMM Data as part of the Services. End User acknowledges and agrees that: (i) AI-Generated Outputs are intended to assist and augment End User's decision-making and may vary in accuracy, completeness, or suitability depending on context; and (ii) End User is responsible for applying appropriate human review and judgment before acting on AI-Generated Outputs, particularly for critical operational, safety, or business decisions.

7. CONFIDENTIALITY

- 7.1. "Confidential Information"** means all documents, software, reports, data, records, forms, and other materials obtained by one Party (the "Receiving Party") from the other Party (the "Disclosing Party") in the course of performing or proposing the applicable offering: (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Disclosing Party; 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. Confidential Information does not include information which: (1) is already known to the Receiving Party at the time of disclosure; (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; or (4) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.

- 7.2. Obligations.** 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 the Receiving Party may disclose Confidential Information to the extent legally required pursuant to a statutory or regulatory provision or court or administrative order, or to submit and process an insurance claim. The Receiving Party shall not decompile, disassemble, decode, reproduce, redesign, reverse engineer, or create derivative works from any Confidential Information.
- 7.3. Disclosure to Representatives.** The Receiving Party may disclose the Disclosing Party's Confidential Information to its Authorized Users and consultants, and advisors (collectively, "Representatives") subject to the confidentiality obligations imposed herein. Each Party shall exercise the same level of care to protect the other's Confidential Information as it exercises to protect its own, but in no event less than reasonable care.
- 7.4. Return or Destruction.** The Receiving Party will deliver to the Disclosing Party or destroy all Confidential Information of the Disclosing Party and all copies thereof upon request, except for copies retained in work paper files or records, anything stored in backup media or other electronic data storage systems, latent data, and metadata, which shall continue to be subject to the restrictions herein.
- 7.5. Compelled Disclosure.** If the Receiving Party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the Disclosing Party's Confidential Information, the Receiving Party shall, unless prohibited by law or the legal demand, provide prompt written notice to the Disclosing Party to permit it to seek a protective order. The Receiving Party shall be entitled to comply with such demand to the extent required by law, subject to any protective order that may have been entered in the matter. To the extent the Receiving Party is requested to testify or produce documents relating to the Services in proceedings to which it is not a party with the consent of the Disclosing Party, the Disclosing Party shall reimburse the Receiving Party for its reasonable time and expenses, including attorneys' fees.
- 7.6. Unauthorized Disclosure.** In the event of an actual or anticipated unauthorized disclosure, the Receiving Party will immediately notify the Disclosing Party upon discovery 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.

8. WARRANTY DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED IN THIS EULA OR IN ANY APPLICABLE ADDENDUM, ALL SERVICES, DEVICES, EQUIPMENT, ORBCOMM DATA, AND AI-GENERATED OUTPUTS ARE PROVIDED "AS IS," AND ORBCOMM MAKES AND END USER RECEIVES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT THERETO. ORBCOMM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION: (A) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR TITLE; (B) IMPLIED WARRANTIES AGAINST CLAIMS OF PATENT INFRINGEMENT OR THE LIKE; (C) ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE; AND (D) ANY WARRANTY THAT THE SERVICES OR END PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR OPERATE PROPERLY AS INTEGRATED WITH END USER'S SYSTEMS AND APPLICATIONS. END USER ACKNOWLEDGES THAT TEMPORARY INTERRUPTIONS OF THE SERVICES MAY OCCUR AS NORMAL EVENTS. TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT ORBCOMM TO DISCLAIM ANY PARTICULAR IMPLIED WARRANTY, THE TERM OF SUCH IMPLIED WARRANTY IS LIMITED TO THE TERM OF ANY EXPRESS WARRANTY STATED IN THE APPLICABLE ADDENDUM.

9. LIMITATION OF LIABILITY

- 9.1. Exclusion of Consequential Damages.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF PRODUCT, LOSS OF SERVICE, LOSS OF LOAD, BUSINESS INTERRUPTION, COLLATERAL DAMAGE TO PROPERTY, LOSS OR COMPROMISE OF DATA, OR INCORRECT BUSINESS INFORMATION, SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY FUNCTIONALITY, DATA, AI-GENERATED OUTPUTS, OR SERVICES TO BE PROVIDED HEREUNDER, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR ORBCOMM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2. Aggregate Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ORBCOMM'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS EULA OR THE SERVICES SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT OF FEES PAID FOR THE SUBSCRIPTION OR DATA SERVICES (AS APPLICABLE) GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS PRECEDING SUCH CLAIM; OR (B) IF THE CLAIM ARISES FROM EQUIPMENT, THE PRICE PAID FOR THE EQUIPMENT THAT IS THE SUBJECT OF THE DAMAGE CLAIM. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK AGREED UPON BY THE PARTIES AS A MATERIAL

COMPONENT OF THE ECONOMIC BARGAIN AND SHALL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

10. INDEMNIFICATION

10.1. ORBCOMM Indemnification. ORBCOMM shall defend End User against any claim brought against End User by an unaffiliated third party alleging that the Equipment, Devices, or Services, as provided by ORBCOMM, infringe or misappropriate any third party Intellectual Property rights, including without limitation infringement of U.S. patents or trade secrets under U.S. law ("Claim"), and will indemnify and hold End User harmless from any damages, losses, liabilities, reasonable attorneys' fees, expenses, and costs finally awarded against End User as a result of a Claim. ORBCOMM shall have no obligation or liability for a Claim to the extent that the alleged infringement arises from: (i) the combination, operation, or use of the Equipment or Devices with products not supplied by ORBCOMM, except as intended or approved by ORBCOMM's specifications or installation instructions; (ii) alterations to the Equipment or Devices not made or authorized by ORBCOMM; (iii) use of the Equipment, Devices, or Services in a manner not in accordance with ORBCOMM's documentation, specifications, or express directions; or (iv) End User's use of a version of the Software Components or Services where a more current version that would have avoided the infringement was made available by ORBCOMM. In the event End User is enjoined from using the Equipment or Services in a final judgment in a covered Claim, ORBCOMM shall, at its option and expense: (a) procure for End User the right to continue use; (b) replace or modify the Equipment or Services to be non-infringing without materially reducing functionality; or (c) provide End User a refund equal to the fees paid for the enjoined Equipment or Services. If any Claim for which indemnity is sought is made, End User agrees to: (i) promptly notify ORBCOMM in writing; (ii) cooperate with ORBCOMM; and (iii) allow ORBCOMM sole authority to control the defense and settlement of such Claim.

10.2. End User Indemnification. Except to the extent Section 10.1 applies, End User shall indemnify and hold ORBCOMM harmless from and against losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of any third party claim: (i) alleging that the manner of installing, configuring, or using the Equipment or Devices and/or Services not in accordance with ORBCOMM's documentation, specifications, or installation instructions, or methods employed by End User through combining or integrating the Equipment or Devices and/or Services with non-ORBCOMM products or services, infringes any patent, copyright, or trademark, or misappropriates trade secrets; and (ii) resulting from End User and its Authorized User's breach of this EULA in connection with access to or use of the Services.

10.3. Exclusive Remedy. SECTION 10.1 STATES THE SOLE AND EXCLUSIVE LIABILITY OF ORBCOMM FOR INFRINGEMENT AND IS IN LIEU OF ANY AND ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EXPRESS, IMPLIED, OR STATUTORY IN REGARD THERETO.

11. NETWORK LIMITATIONS AND CHANGES

11.1. Network Limitations. End User acknowledges that the Services are based upon cellular and/or satellite service and other communication services furnished by various providers ("Carriers"). The Services may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, or other natural or artificial conditions; or (c) Equipment or Device modifications, relocations, repairs, and similar activities. ORBCOMM makes no guarantee of coverage or availability. ORBCOMM'S CARRIERS SHALL HAVE NO LIABILITY TO END USER OR ITS AUTHORIZED USERS, WHETHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, ARISING FROM NETWORK LIMITATIONS OR SERVICE INTERRUPTIONS.

11.2. Network Changes. ORBCOMM disclaims all liability for Equipment or Device functionality in the event of technical, satellite, or network changes made by a telecommunications carrier, satellite operator, or government regulator. ORBCOMM will use commercially reasonable efforts to provide notice of such changes once notification from the applicable carrier has been received.

12. COMPLIANCE WITH LAWS

12.1. General Compliance. Each Party will comply in all material respects with all applicable laws, rules, and regulations of any country or governmental authority with jurisdiction over the performance of this EULA, including requirements relating to: (a) data privacy; (b) information security; and (c) anti-bribery and records-keeping laws, conventions, and/or directives, including, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act, the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials ("OECD"), and the Organization of American States ("OAS") convention.

12.2. End User Obligations. End User agrees that in carrying out its duties and responsibilities under this EULA, it will not undertake any activity which is illegal under applicable laws or which would cause ORBCOMM to be in violation of applicable laws.

12.3. Telecommunications Regulations. End User acknowledges that, in some countries, End User's acquisition, utilization, or provision to a third party of Services or Equipment may constitute a regulated telecommunication undertaking. End User shall, at its own expense, obtain and maintain any required authorization where the proposed activity would otherwise be prohibited or restricted by applicable law or regulation.

12.4. Export Controls. End User warrants and covenants that (i) it complies, and at all times during the Term will comply, with all applicable export laws and regulations in accordance with the [Export Compliance Declaration](https://www.orbcomm.com/terms-and-conditions-docs), as amended from time to time and as made available at <https://www.orbcomm.com/terms-and-conditions-docs>; (ii) no government authority has suspended, revoked, or denied End User's import or export privileges; and (iii) Reseller is not located in or under the control of a national or resident of a jurisdiction where the transactions contemplated by this Agreement are prohibited. End User shall not export or re-export, directly or indirectly, the Equipment, Devices, Services, Software Components, or ORBCOMM IP without ORBCOMM's prior written consent and all necessary government authorizations. End User shall not violate the terms of any applicable export authorization or divert any shipment from its designated destination. Applicable export control regulations include, without limitation, the International Traffic in Arms Regulations (22 CFR §§ 120–130), the Export Administration Regulations (15 CFR §§ 730–799), and the trade and economic sanctions programs administered by the Treasury Department's Office of Foreign Assets Control (31 CFR §§ 500–599).

13. TERM AND TERMINATION

13.1. Termination for Cause. ORBCOMM may terminate this EULA if the End User is in material breach and fails to cure such breach within sixty (60) days after written notice thereof. Any notice of material breach shall be in writing, identified as a notice of material breach, and specifically setting forth the terms alleged to have been breached. Notwithstanding the foregoing, ORBCOMM may terminate this EULA immediately upon notice if End User uses the Services in violation of applicable law or in a manner that threatens the security, integrity, or availability of the Services.

13.2. Effect of Termination. Upon termination or expiration of this EULA: (i) all licenses granted hereunder shall automatically terminate; (ii) End User shall immediately cease all use of the Services, Software Components, and ORBCOMM IP; and (iii) End User shall return or destroy all Confidential Information of ORBCOMM. Termination is not an exclusive remedy, and all other remedies remain available.

13.3. Suspension of Services. Without limiting any other remedy available to ORBCOMM under this EULA or applicable law, ORBCOMM may suspend the Services in the event of End User's material breach of this EULA relating to use or license obligations. Once suspended, Services may be reactivated only upon ORBCOMM's confirmation that the applicable breach has been cured.

13.4. Survival. Sections 4 (Intellectual Property), 7 (Confidentiality), 8 (Warranty Disclaimer), 9 (Limitation of Liability), 10 (Indemnification), and 14 (General Provisions), together with any other provisions by their nature intended to survive termination, shall survive and remain in full force and effect following termination or expiration of this EULA.

14. GENERAL PROVISIONS

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

End User domicile	ORBCOMM contracting entity and address	Governing law	Courts with exclusive jurisdiction
All countries or regions not specifically designated to another entity in this table	ORBCOMM LLC 22970 Indian Creek Drive, Suite 300, Sterling, VA 20166, USA	New York law and controlling United States federal law	New York County, New York, or the United States District Court for the Southern District of New York located in New York, New York

End User domicile	ORBCOMM contracting entity and address	Governing law	Courts with exclusive jurisdiction
Ireland	ORBCOMM Ireland Ltd. Galway Business Park, Dangan, Galway, H91 P2DK, Ireland	Republic of Ireland	Republic of Ireland
Any country in Europe other than Ireland, the Middle East, or Africa	ORBCOMM Europe B.V. Handelstraat 18, 6433 KB Hoensbroek, The Netherlands	England and Wales	England and Wales
Japan	ORBCOMM Japan Ltd. 8/F, KYY Building, 1-9-4, Kajicho, Chiyoda-ku, Tokyo 101-0044 Japan	Japan	Tokyo, Japan

- 14.2. Assignment.** End User may not assign this EULA or any of its rights or obligations hereunder without the prior written consent of ORBCOMM. Any attempted unauthorized assignment by End User will be null and void. ORBCOMM may, without the consent of End User, assign or delegate any of its interest or obligations hereunder. Subject to the foregoing, this EULA is binding upon and will inure to the benefit of the Parties' successors and permitted assigns.
- 14.3. Notices.** All notices between the Parties must be in English and in writing and will be deemed given as of the day they are received either by messenger, delivery service, or three (3) days after being deposited with a government-run postage service, postage prepaid, addressed to the Party as specified in this EULA. If to ORBCOMM: 22970 Indian Creek Drive, Suite 300, Sterling, VA, Attn: General Counsel.
- 14.4. No Joint Venture.** The Parties are independent contractors, and nothing in this EULA will be construed as creating a partnership, franchise, joint venture, employer-employee, or agency relationship. Neither Party shall have the right to control the means or methods by which the other Party carries out its obligations.
- 14.5. No Third-Party Beneficiaries.** The provisions of this EULA are for the benefit of the Parties only and not for any other person or entity, including any Reseller.
- 14.6. Force Majeure.** Neither Party shall be held responsible for failure or delay in performance if such failure or delay results from an act of God, the public enemy, denial of service attack, embargo, governmental act, fire, accident, war, riot, strikes, epidemic, pandemic, inclement weather, unavailability of utilities or communications networks, or other cause beyond the reasonable control of the Parties. In the event of such occurrence, the Parties shall mutually agree upon an equitable extension of performance.
- 14.7. Severability.** If any provision of this EULA is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect and this EULA shall be deemed amended to the extent necessary to make the affected provision enforceable.
- 14.8. No Waiver.** The waiver by either Party of a breach of any provision shall not operate as a waiver of any other breach, whether prior or subsequent. Any waiver must be expressly authorized in writing by the Party against whom the waiver is being enforced.
- 14.9. Marketing.** Each Party is prohibited from using the other Party's name, trade name, trademark, or other designation in advertising, publicity, or marketing without the other Party's prior written permission. Notwithstanding the foregoing, ORBCOMM may identify End User by name on its customer list or in similar marketing presentations.
- 14.10. Amendment.** ORBCOMM may amend or modify this EULA from time to time by posting the updated version to its website. Any such amendments will become effective upon posting or on such later date as ORBCOMM may specify. End User's continued use of the Services following the posting of any amendment constitutes acceptance of such amendment. Addenda may only be amended by written agreement of both Parties.
- 14.11. Statute of Limitations.** Neither Party may bring any action for a claim under this EULA later than one (1) year after the termination of this EULA; provided that claims under any provision that survive termination may be brought within one (1) 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.
- 14.12. Integration.** This EULA, including all applicable Addenda and documents incorporated herein by reference, represents the Parties' entire agreement with respect to use rights and license terms relating to the Services. It does not supersede or replace any Commercial Agreement governing commercial terms between End User and its Reseller.

ADDENDUM A – EQUIPMENT PURCHASE TERMS

This Addendum A supplements the EULA and applies to End Users who receive Equipment from ORBCOMM on a purchase basis through an authorized Reseller. In the event of any conflict between this Addendum A and the EULA, this Addendum A shall control with respect to Equipment use and operational matters.

1. **ADDITIONAL DEFINITIONS**

“Equipment” / “Unit(s)” means the equipment units or other hardware, Software Components incorporated into such hardware, and Peripheral Devices provided by ORBCOMM.

“Peripheral Devices” means any Equipment furnished by ORBCOMM to End User that was not manufactured by or specifically for ORBCOMM, such as batteries, temperature probes, door sensors, fuel sensors, antennas, cargo sensors, cabling, and conduits.

2. **EQUIPMENT WARRANTY**

2.1. ORBCOMM warrants to End User that on the date each unit of Equipment is shipped, it shall comply with the applicable ORBCOMM SKU description and be free from defects in material or workmanship, subject to the terms and conditions set forth in the remainder of this Section (the “Warranty”). This Warranty, subject to the Warranty Policy found at <https://www.orbcomm.com/en/terms-and-conditions-docs/warranty-policy>, which may be amended from time to time (references to “Customer” in the Warranty Policy shall be deemed references to “End User” for purposes of this EULA), shall apply only to defects which appear within twelve (12) months from the earlier of the date of Activation or ninety (90) days from date of shipment (in each case, the “Initial Warranty Period”), and of which End User notifies ORBCOMM in writing within thirty (30) calendar days after End User’s discovery of the defect. At End User’s option and expense, End User may purchase an extended warranty with respect to a particular unit of Equipment (the “Extended Warranty”). The terms, conditions, and procedures of the Extended Warranty are otherwise the same as those of the Warranty.

2.2. ORBCOMM MAKES NO WARRANTIES OTHER THAN THAT EXPRESSLY STATED IN THIS SECTION. ORBCOMM DISCLAIMS ALL OTHER WARRANTIES AND STATUTORY OR OTHER IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR TITLE; IMPLIED WARRANTIES AGAINST CLAIMS OF PATENT INFRINGEMENT OR THE LIKE; AND ANY IMPLIED WARRANTY OR VARIANCE FROM THE TERMS OF THE EXPRESS WARRANTY STATED HEREIN ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT ORBCOMM TO DISCLAIM ANY PARTICULAR IMPLIED WARRANTY, THE TERM OF SUCH IMPLIED WARRANTY IS LIMITED TO THE TERM OF THE EXPRESS WARRANTY STATED HEREIN AND CLAIMS UNDER SUCH IMPLIED WARRANTY ARE SUBJECT TO THE PROCEDURES STATED HEREIN FOR CLAIMS UNDER THE EXPRESS WARRANTY.

3. **LIMITATIONS OF TECHNOLOGY/EQUIPMENT**

3.1. End Users acknowledge the following inherent technical limitations relating to Equipment use. The existence of unfavorable conditions, such as weather and geographical factors and other atmospheric conditions can interrupt Equipment functionality and interfere with complete service area coverage at all times. Other environmental issues including, but not limited to service interruptions, poor coverage areas, network congestion, roaming and other wireless access issues may affect Equipment performance. Moreover, if Equipment is moved out of an available service area, communication with that Equipment will be unavailable until it returns to the available service area. In addition, the GPS antenna in Equipment must have a radio frequency link to the GPS satellites in order to function properly. The Equipment has many complex elements and are not guaranteed against eavesdroppers, hackers, service attacks, viruses, or interception. End User agrees to inform all users of Equipment, that ORBCOMM shall not be liable for any lack of privacy or security resulting from use of the Equipment.

3.2. The Equipment is based on technology which may become obsolete in the future as a result of changes in wireless technology or actions by telecom regulators. In such event, ORBCOMM shall have no additional obligations.

ADDENDUM B – SUBSCRIPTION TERMS

This Addendum B supplements the EULA and applies to End Users who receive ORBCOMM Devices and Services on a Subscription basis through an authorized Reseller. In the event of any conflict between this Addendum B and the EULA, this Addendum B shall control with respect to Subscription use and operational matters. All pricing, fees, and payment obligations related to the Subscription are governed solely by the Commercial Agreement.

1. **ADDITIONAL DEFINITIONS**

“Device(s)” means the equipment provided by ORBCOMM to End User as set forth in the applicable Order or Exhibit A, including all software and firmware therein. Devices are and shall remain the property of ORBCOMM at all times.

“Fixed Subscription Renewal Term” means a Subscription Renewal Term of a specified fixed duration no less than 12 months.

“Initial Subscription Term” means the period commencing on Activation and continuing for the period specified in the applicable Order or Exhibit A.

“Service Commitment” means ORBCOMM’s obligation to provide Devices that are operational and capable of transmitting data in accordance with the applicable ORBCOMM SKU description during the Initial Subscription Term or any Fixed Subscription Renewal Term.

“Subscription” means the combination of Device and Services provided to End User on a per-Device basis during the Subscription Term.

“Subscription Renewal Term” means any renewal period of a Subscription following the expiration of the Initial Subscription Term, which may be either a Fixed Subscription Renewal Term or a month-to-month renewal.

“Subscription Term” means the Initial Subscription Term together with all Subscription Renewal Terms.

2. **DEVICE OWNERSHIP**

ORBCOMM SHALL RETAIN OWNERSHIP AND TITLE TO ALL DEVICES AT ALL TIMES. NO OWNERSHIP OF THE DEVICES SHALL PASS TO END USER UNDER ANY CIRCUMSTANCES. END USER SHALL GIVE ORBCOMM IMMEDIATE NOTICE IF ANY DEVICE IS LEVIED UPON, THREATENED FOR SEIZURE, LOST, OR DAMAGED. END USER SHALL NOT SELL, TRANSFER, OR OTHERWISE DISPOSE OF ANY ASSET WITH A DEVICE AFFIXED WITHOUT FIRST REMOVING THE DEVICE AT END USER’S SOLE COST AND ONLY AFTER OBTAINING ORBCOMM’S PRIOR WRITTEN CONSENT. IN THE EVENT END USER SELLS OR TRANSFERS ANY ASSET WITH AN ORBCOMM DEVICE STILL ATTACHED, END USER AGREES TO: (I) NOTIFY THE PURCHASER THAT THE DEVICE IS OWNED BY ORBCOMM; AND (II) ENSURE THAT TITLE TO THE DEVICE REMAINS WITH ORBCOMM.

3. **SERVICE COMMITMENT AND DEVICE REPLACEMENT**

3.1. Scope. During the Initial Subscription Term or any Fixed Subscription Renewal Term, ORBCOMM shall provide End User with Devices that are operational and capable of transmitting data in accordance with the applicable ORBCOMM SKU description (“Service Commitment”). The Service Commitment does not cover defects or nonconformity caused by abuse, mishandling, accident, improper storage, installation, operation, maintenance, or temperature, nor does it extend to Devices modified or repaired by anyone except ORBCOMM or its authorized representatives, or whose serial numbers or identification marks have been altered or removed. Devices renewing on a month-to-month Renewal basis are not covered by the Service Commitment.

3.2. Device Replacement (RMA Process). To obtain a replacement for a Device covered by the Service Commitment, End User shall: (i) promptly notify ORBCOMM in writing that the Device is not operational; (ii) obtain a Return Material Authorization (“RMA”) from ORBCOMM; and (iii) promptly upon receipt of the RMA, ship the non-operational Device to ORBCOMM’s designated location. ORBCOMM will ship a replacement Device as soon as practicable after the RMA is issued and may replace the original Device with a different model capable of delivering data in accordance with this EULA. If ORBCOMM does not receive the original Device within thirty (30) days following notice that the replacement Device has been shipped, applicable fees will apply as set forth in the Commercial Agreement. If a returned Device is found to meet the Service Commitment requirements, ORBCOMM shall return the Device and applicable testing and shipping fees will apply as set forth in the Commercial Agreement.

3.3. Non-Covered Devices. For non-operational Devices not covered by the Service Commitment, the applicable Subscription shall be deemed cancelled.

4. **BANKRUPTCY**

In the event of a bankruptcy, insolvency, or similar filing by End User, End User acknowledges and agrees that the Devices shall not form part of the bankruptcy estate under any applicable bankruptcy, insolvency, liquidation, or similar laws, and all



right and title in and to such Devices remain with ORBCOMM. End User shall notify any bankruptcy court, trustee, and creditors to that effect.

5. DEFAULT AND TERMINATION

In the event of End User default, ORBCOMM may, in addition to all other remedies available under this EULA, demand return of all Devices at End User's expense and suspend delivery of additional Devices and/or End User's use of the Services. For defaults incapable of being cured, ORBCOMM shall first give End User sixty (60) days written notice to permit cure.