

This Pilot Agreement (this "Agreement") is entered into by and between the ORBCOMM entity as determined pursuant to Section 10 below ("ORBCOMM") and the Evaluator identified in the Pilot Agreement Form ("Evaluator") on the date of last signature in the Pilot Agreement Form.

Definitions:

"**Pilot**" means the Products and Services pilot conducted by Evaluator pursuant to this Agreement.

"**Pilot Period**" means the period beginning on the Pilot Start/Install Date and continuing for the duration specified in the Pilot Agreement Form.

"**Pilot Start/Install Date**" means the date specified as such in the Pilot Agreement Form, as may be updated by mutual agreement of the parties, or if no date is specified, the date on which ORBCOMM first installs or delivers the Products to Evaluator.

"**Products**" means the equipment, communications software, and documentation identified in the Pilot Agreement Form.

"**Services**" means the data services and related services identified in the Pilot Agreement Form.

1. **License Grant.** ORBCOMM grants Evaluator a non-exclusive, temporary, royalty-free, non-transferable, non-assignable license to use the Products and Services solely for the purpose of Evaluator's internal evaluation and Pilot testing during the Pilot Period. During the Pilot Period, ORBCOMM will provide Products, Services, and documentation to Evaluator as specified in the Pilot Agreement Form. Thereafter, Evaluator agrees not to use the Products, Services, or documentation for any other purpose. Evaluator grants ORBCOMM a non-exclusive, perpetual, royalty-free license to use any suggestions, comments, or other input provided in connection with the Pilot regarding Products or Services, including potential improvements or modifications.
2. **Training & Support.** ORBCOMM will provide Evaluator reasonable support of the Services during the Pilot Period and reasonable up-front training at the fees specified in the Pilot Agreement Form.
3. **Payment Terms.** All payments are due in advance. Shipment of Product(s) will be made only after receipt of payment. Incoterms (2020): Ex Works from the location of ORBCOMM's contract manufacturer or distribution facility.
4. **Confidential Information.** The parties acknowledge that in connection with this Agreement, each party may disclose to the other certain proprietary and confidential information. "Confidential Information" means (a) with respect to ORBCOMM, the Products and Services, trade secrets of ORBCOMM or its licensors, the terms of this Agreement, and any pricing provided by ORBCOMM to Evaluator other than ORBCOMM's published list prices; and (b) with respect to either party, any information designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Each Party agrees to protect and treat the other Party's Confidential Information using the same care as it would in protecting its own information of a similar nature, but no less than reasonable care. The receiving Party will not transfer or disclose any Confidential Information to any person, firm, or corporation except those employees of, or consultants (which are not competitors of the disclosing Party) to, the receiving Party that require such knowledge in the ordinary course and scope of their employment or engagement. Evaluator will not decompile, disassemble, reverse assemble, reverse compile, or modify any item of the Products and Services, in whole or in part. Evaluator will not copy any Products, Services, or documentation. The provisions of this Section survive termination of this Agreement.
 - 4.1. Confidential Information does not include information which: (i) is developed independently by the receiving Party without reference to the disclosing Party's Confidential Information, as demonstrated by contemporaneous written records; (ii) becomes rightfully known to the receiving Party without proprietary restriction from a source other than the disclosing Party; or (iii) is or subsequently becomes publicly available other than by a breach of an obligation of confidentiality.
 - 4.2. Neither Party will use the other Party's Confidential Information without the disclosing Party's written consent except in furtherance of this business relationship, or disclose the other Party's Confidential Information except: (i) to obtain advice from legal or financial consultants; or (ii) if compelled by law, in which case the receiving Party will use its best efforts to give the disclosing Party notice of the requirement so that the disclosure can be contested.
 - 4.3. Each Party will immediately notify the other Party upon discovery of any unauthorized use or disclosure of the other Party's Confidential Information and will cooperate in any reasonable way to help the disclosing Party regain possession of the Confidential Information and prevent further unauthorized use or disclosure.
5. **No Title.** Evaluator obtains no title to or ownership of any Products, Services, or other materials licensed or provided by ORBCOMM as a result of this Agreement. The provisions of this Section survive termination of this Agreement.
6. **Termination.** Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party. At the conclusion of the Pilot Period, Evaluator will either: (a) enter into a mutually agreed upon definitive agreement for the continued use of the Products and Services; or (b) cease all use of the Products and Services and return all components and copies of the Products and Services (including copies in electronic memory or on storage media) to ORBCOMM at Evaluator's expense in the condition received, reasonable wear and tear excepted. If Evaluator enters into a definitive agreement, Evaluator acknowledges that the use of the Products and Services shall be governed by the terms of such definitive agreement. If the parties do not enter into a definitive agreement and Evaluator fails to return all Products and Services within ten (10) days of the end of the Pilot Period or the effective date of termination, Evaluator shall pay the equipment and service fees set forth in the Pilot Agreement Form.
7. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, INCLUDING FOR LOSS OF TIME, MONEY, GOODWILL, OR DATA, OR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO THE INSTALLATION AND USE OF THE PRODUCTS AND SERVICES. IN NO EVENT WILL ORBCOMM'S TOTAL LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY EVALUATOR TO ORBCOMM UNDER THIS AGREEMENT.
8. **Warranty Disclaimer.** THE PRODUCTS AND SERVICES ARE PROVIDED "AS-IS" FOR PILOT PURPOSES ONLY, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, OR ANY WARRANTY UNDER ANY THEORY OF LAW, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT, OR OTHER LEGAL OR EQUITABLE THEORY.

9. **Import/Export.** Evaluator agrees to comply in all respects with all applicable laws, rules, and regulations of the United States regarding export controls, international traffic in arms regulations, and foreign corrupt practices, including without limitation those administered by the United States Departments of State, Commerce, and Treasury. No Product, Service, or documentation shall be exported from the United States except in accordance with all applicable United States laws, rules, and regulations.
10. **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 Evaluator 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.

If Evaluator is domiciled in:	The ORBCOMM entity entering into this Agreement is:	ORBCOMM address:	Governing law is:	Courts with exclusive jurisdiction are:
For 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 and controlling United States federal law	New York County, New York, New York, or the United States District Court for the Southern District of New York located in New York, New York
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

11. **No Assignment.** Evaluator shall not assign or subcontract its obligations hereunder without the express written consent of ORBCOMM. Any attempted assignment or delegation in violation of this Agreement shall be void and of no force and effect. This Agreement shall be binding upon and inure to the benefit of the duly authorized successors and assigns of each party.
12. **No Waiver.** No failure or delay on the part of either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other right, power, or privilege. The rights and remedies of the parties hereunder are cumulative and not exclusive of any other rights or remedies available to them.
13. **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more provisions shall not affect the validity or enforceability of the others. If any provision is declared invalid or unenforceable, the parties shall substitute a valid and enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.
14. **Entire Agreement.** There are no other terms, conditions, understandings, or agreements between the parties with respect to the license and/or use of the Products and Services other than as set forth in this Agreement. This Agreement may be modified, amended, or extended only by a written document signed by both parties.