



KORE Terms and Conditions

THIS AGREEMENT GOVERNS THE USE OF THE PRODUCTS AND SERVICES THAT CUSTOMER ARE PURCHASING FROM THE APPLICABLE KORE ENTITY VIA AWS MARKETPLACE, BY EXECUTING AN ORDER AND/OR BY USING THE APPLICABLE PRODUCTS OR SERVICES, THE ENTITY EXECUTING THE APPLICABLE ORDER THAT THESE TERMS GOVERN (THE "CUSTOMER") AGREES THAT IT IS AUTHORIZED TO BIND THE APPLICABLE ENTITY TO THIS AGREEMENT AND IS AGREEING TO BE BOUND BY THE TERMS CONTAINED IN THIS AGREEMENT. CUSTOMER SHOULD NOT USE THE PRODUCTS AND/OR SERVICES IF IT CANNOT COMPLY WITH THIS AGREEMENT.

CUSTOMER ADDITIONALLY AGREES THAT CERTAIN PRODUCTS AND SERVICES SHALL BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS SET FORTH IN THE "KORE OMNISIM SERVICES ADDENDUM" ATTACHED HERETO (THE "SERVICES ADDENDUM").

1. CUSTOMER'S OBLIGATIONS

1.1 Generally. Customer shall have the obligations set out in this Section 1.

a. *Customer's Contract Manager*. Customer shall cooperate with KORE in all matters relating to the performance of this Agreement and appoint an employee to serve as the primary contact with respect to this Agreement (the "**Contract Manager**"). Customer shall ensure that the Contract Manager has appropriate access to Customer's network, equipment or facilities and is available during regular business hours, and otherwise available by phone or email after hours, to provide the required information and assistance, including in connection with the delivery of any Services.

b. *Access and Assistance*. Customer shall provide such access to Customer's premises, facilities, and computer systems and networks as may reasonably be requested by KORE for the purposes of performing hereunder. Customer shall in a timely manner provide such information, materials, access, and resources as set out in the Services Addendum and respond promptly to any requests by KORE to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for KORE to perform under this Agreement.

c. *Delay in Performance*. If KORE's performance of its obligations under this Agreement is prevented or delayed by any action or failure to act of Customer or Customer's agents, subcontractors, consultants, or employees, KORE shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and KORE's obligation to perform will be extended by the same number of days as Customer's prevention or delay.

1.2 Licenses and Consents. Customer shall maintain all necessary services, programs, licenses, permissions, and consents from third parties needed or appropriate for KORE to perform under this Agreement.

1.3 Compliance with Law. Customer shall comply with all applicable statutes, laws, ordinances, regulations, rules, codes, orders, constitutions, treaties, common law, judgments, decrees, or any other requirement or rule of law of any federal, state, provincial, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction (collectively, "**Law**").

1.4 Test, Trial and Demo Use. In the event that Customer is using Products, Services or the Platform (as defined herein) on a test, trial or demo basis ("**Evaluation Use**"), the Parties understand and acknowledge that such Products, Services and/or the Platform are provided on a limited, free evaluation basis only. Customer agrees to be bound by the usage and connectivity limits and exclusions relating to such Evaluation Use. Notwithstanding the foregoing, and for the avoidance of doubt, KORE may modify or alter the terms of such Evaluation Use, including the duration of the term, usage, connectivity or approved functionality, for which KORE will provide notice. Additional trial terms and conditions may appear on a mutually-executed document, and such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Any free version of the Service shall be provided AS-IS, with no representations or warranties of any kind, express or implied. All such Evaluation Use is subject to the restrictions set forth in this Agreement.

2. ADDITIONAL FEES AND PAYMENT TERMS

Customer will pay AWS for the Products and/or Services acquired hereunder pursuant to the separate terms and conditions between Customer and AWS and/or its affiliate ("AWS Agreement") through the AWS Platform hosted by AWS where the KORE Product and Services are marketed. In addition to the remedies for non-payment or late payment set forth in the AWS Agreement, and without incurring liability, KORE may suspend or restrict any or all Services, upon five (5) business days prior written notice if Customer fails to pay any fees in a timely and complete manner. No fees will be charged for Evaluation Use.

3. PURCHASES

3.1 General. KORE and its Affiliates shall provide to Customer and/or Customer's Affiliates the equipment, devices, hardware, and other goods (collectively, "**Products**") and the connectivity or other professional services (collectively, "**Services**"), each to the extent they are set out and described in an Order or the Service Addendum. Both the Order and the Service Addendum shall be governed by this Agreement and any schedules, exhibits, terms, or other attachments attached thereto or incorporated therein. Customer acknowledges that the Service Addendum may contain additional terms specific to the Products or Services being purchased, including any applicable warranties and disclaimers and required carrier provisions. An "Order" is hereby defined as the agreement form of proposal for products and/or services with associated pricing ordered with AWS. In the event of a conflict between the terms of this Agreement and the terms of the Service Addendum, the terms of the Service Addendum will govern to the extent of the conflict or inconsistency.

3.2 Services. If Customer or KORE wish to change the scope, pricing or performance of any Services, Customer or KORE shall submit details of the requested change to the other in writing. KORE shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the Fees and other charges for the Services arising from the



change; and (c) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate or updated fee schedule, the parties shall negotiate in good faith the terms of such change (if and when mutually agreed in writing, a “**Proposal**”). Neither party shall be bound by any Proposal unless mutually agreed upon in writing.

4. PLATFORM USE. In the event that Customer uses any KORE owned and operated platforms in connection with any Products or Services (“**Platform**”), the following shall apply:

4.1 In order to use the Platform, Customer will need to contract with an Internet Service Provider (“**ISP**”). Customer is solely responsible for its choice of ISP and for any ISP related fees and expenses. KORE has no obligations, responsibility or liability for the ISP connection or any Internet communications link between Customer’s facilities and KORE’s server or the or third-party server hosting the Platform. Customer is responsible for controlling the use of username(s) and password(s). Customer will not permit access by any third parties or assign or transfer access to the Platform without KORE’s prior written consent. KORE will not be liable for any loss or damage arising from an unauthorized use of any username or password issued to Customer.

4.2 All materials displayed or otherwise accessible through the Platform, including without limitation, text, logos, graphics, photographs, images, and illustrations (collectively, the “**Content**”) are protected under applicable copyright, trademark and other proprietary and intellectual property laws or other laws. Customer acknowledges that the Content is the property of KORE or of its respective owners, as indicated, or as the case may be. In addition, the Platform is protected under copyright law as a collective work and/or compilation pursuant to applicable laws. The copying, redistribution, use or publication by Customer of any such Content or any part of the Platform, except as permitted herein, is strictly prohibited. Customer does not acquire ownership rights to any content or document obtained through the Platform. Customer shall abide by all additional copyright notices, information and restrictions on or contained in any of the Content to which access is gained through the Platform.

4.3 Notwithstanding the foregoing, and subject to the terms and conditions of this Agreement, Customer is hereby granted the right to access, view and use the Platform for its commercial use, and are granted the right to download, store, and print single copies of items comprising the Content for its commercial use, provided that it does not (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for its business purpose and do not copy or post such information on any networked computer, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents. Customer agrees not to introduce into or through the Platform any information or material which may be harmful to others. Customer warrants that information or material that it provides to the Platform electronically through Customer’s access to or use of the Platform does not infringe the rights of any person or entity.

5. HARDWARE PURCHASE AND SHIPMENT

5.1 Any Products ordered requiring physical shipment are to be invoiced at time of shipment and deemed delivered to the Customer at the time such Products are shipped from the KORE Facility. All title and ownership of the products will pass to the Customer in accordance with ExWorks. Delivery costs may be the responsibility of the Customer (either through the shipping agent account information that Customer supplies to KORE, or as provided in Section 2).

6. NON-DISCLOSURE AND CONFIDENTIALITY

6.1 Disclosure. Each party may disclose to the other party certain Confidential Information of such party or of such party’s associated companies, distributors, licensors, suppliers, or customers. “**Confidential Information**” means any non-public or proprietary information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to KORE’s pricing. Customer acknowledges that any calls made to KORE customer support centers may be recorded for quality assessment or training purposes.

6.2 Non-Disclosure and Non-Use. Neither party will disclose any Confidential Information of the other party without the other party’s express written authorization. Neither party shall use such Confidential Information for any purpose other than to carry out its duties and responsibilities under this Agreement or under any other agreement between the parties. Each party will keep such Confidential Information confidential and will use commercially reasonable efforts to ensure that its affiliates and representatives who have access to such Confidential Information comply with these non-disclosure and non-use obligations; provided, however, that either party may disclose Confidential Information (a) to those of its affiliates and representatives who need to know Confidential Information for the purposes of this Agreement or any other agreement between the parties, or (b) as may be required by a valid subpoena or court order; provided, however, that the disclosing party gave the other party at least ten (10) days advance notice of such required disclosure. KORE may further receive or disclose personal information or documents about Customer to or from: (i) law enforcement agencies to assist them in the prevention or investigation of criminal activity; or (ii) KORE underlying carriers for purposes that are relating to providing Customer with an acceptable telecommunications service.

7. DATA

7.1 Data Collection. Data may be collected automatically from Customer’s use of the Products or manually from a user of the Products or Services (e.g., support requests) (collectively, “**Data**”). For the avoidance doubt, “Data” does not include any Confidential Information or Content of Customer.

7.2 KORE and/or KORE’s Affiliates do not collect personally identifiable information unless Customer provide it to KORE. Each party may use the business contact details of the other’s employees or contract personnel for the purpose of delivering the Services under this Agreement. KORE may use Customer’s personal information for purposes that are related to providing those services that would reasonably be expected (including the purpose of keeping Customer informed about features of available services or conducting analysis in order to provide a better service).

7.3 Data Retention and Use. KORE will retain Data of up to thirty (30) days (the “**Retention Period**”). KORE does not have access to or retain any content transmitted via the Internet. KORE retains the right to automatically delete Data after the Retention Period whether or not Customer has retrieved or read it. Customer will not have remote access to Data after the Agreement is terminated. KORE may retain and use Data beyond



the Retention Period: (i) if KORE is notified by a third party to preserve such Data in a civil or criminal investigation or proceeding and, in KORE's judgment, failure to comply with the request may subject us to civil or criminal liability, provided that in such event KORE will notify Customer of retention beyond the applicable period unless disclosure is prohibited by an investigating governmental authority or otherwise prohibited by law; (ii) for system performance anomalies, troubleshooting, maintenance, and similar needs, provided such Data is deleted from KORE's servers once such use has been completed; and (iii) to verify whether or not the Services and any other products, software or services are being used in accordance with the terms of this Agreement. In addition: (a) the wireless network provider and third party application providers may retain Data beyond the Retention Period; and (b) KORE shall not collect any sensitive information, as defined by the General Data Protection Regulation (GDPR) (EU) 2016/679 Article 9, the California Privacy Rights Act (CPRA), and any other applicable data protection and privacy laws. KORE may process the Data for legitimate business purposes, including sharing the Data with third parties, provided that the Data does not contain any personal data, as defined under Article 4(1) of the GDPR and consistent with the CPRA. Appropriate measures will be taken to safeguard the rights and freedoms of the data subjects in accordance with the GDPR, CPRA, and other relevant legislation.

7.4 Data Restoration. Data that has been deleted cannot be retrieved or recreated. Customer is solely responsible for establishing any long-term data retention requirements for Data storage at Customer's own facilities and Customer is responsible for archiving any Data Customer is required to maintain for regulatory compliance or other purposes. KORE is not responsible for, and does not guarantee, restoration of any Data or other information, including Data or information stored on any third-party software or devices, an external hard drive, or any equipment provided by KORE, whether or not under warranty, or returned for repair or service. Customer is solely responsible for making backup copies of such Data or information.

7.5 Modifications. KORE may modify its data management policy at its discretion or for regulatory compliance purposes. Any modifications will become effective as of the date a modified version of the notice or policy is posted on the Portal. Such changes will not alter the data Retention Period for Services Customer have already purchased.

7.6 General Data Protection Regime. The Parties must agree separately on a data processing addendum as required by applicable law and the nature of the Services or Products provided.

8. WARRANTY.

8.1 KORE represents and warrants that its proprietary Products and Services will operate according to the relevant specifications that KORE publishes in connection therewith and that all Services it directly provides will be provided in a competent manner according to commercially reasonable industry standards.

8.2 OTHER THAN AS EXPRESSLY SET OUT HEREIN, KORE DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESSED, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY KORE. WITHOUT LIMITING THE FOREGOING, NO WARRANTY IS MADE THAT USE OR RECEIPT OF THE PRODUCTS, SERVICES OR DELIVERABLES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE PRODUCTS, SERVICES OR DELIVERABLES WILL BE CORRECTED, OR THAT THE PRODUCTS, SERVICES OR DELIVERABLES WILL MEET CUSTOMER REQUIREMENTS. CUSTOMER AGREES THAT KORE SHALL HAVE NO LIABILITY WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES PROCURED HEREUNDER AND THAT CUSTOMER WILL LOOK SOLELY TO SUCH THIRD PARTY MANUFACTURER'S OR SERVICE PROVIDER'S TERMS AND CONDITIONS OR USAGE POLICIES WITH RESPECT THERETO. IN ADDITION, CUSTOMER AGREES THAT KORE SHALL HAVE NO LIABILITY (AND CUSTOMER WAIVES ANY CLAIMS AGAINST KORE) IN THE EVENT THAT CUSTOMER FAILS TO MIGRATE FROM VERSIONS OF THE PRODUCTS, SERVICES, PLATFORM OR CARRIER NETWORKS THAT ARE OBSOLETE OR NO LONGER SUPPORTED BY KORE OR THE UNDERLYING CARRIER AFTER RECEIVING ADVANCED NOTICE FROM KORE THAT SUCH PRODUCTS, SERVICES, PLATFORM OR CARRIER NETWORKS WILL NO LONGER BE SUPPORTED.

9. INDEMNIFICATION; LIMITATION OF LIABILITY

9.1 Indemnification. KORE will at its expense (a) defend Customer and Customer's officers, directors, employees, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party alleging that Customer's receipt or use of the Products or Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of that third party (each, a "Claim Against Customer"), and (b) indemnify against and pay all settlements entered into and damages awarded against Customer as a result of a Claim Against Customer; provided, however, that KORE will have no obligations under this Section with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to KORE; (b) use of the Products or Services in combination with any materials or equipment not supplied to Customer or that would not reasonably be expected in order to receive and use the Products or Services; (c) any modifications or changes made to the Products or Services by or on behalf of any person or entity other than KORE; (d) the use of any version of the Products or Services other than the most current release made available by KORE; or (e) Customer's breach of this Agreement or the Services Addendum. If a Product or Service, or any part thereof, becomes, or in the opinion of KORE may become, the subject of a claim of infringement or misappropriation, KORE may, at its option: (a) obtain a license for Customer's continued use of that Product or Service in accordance with this Agreement; (b) replace or modify the Product or Service so that they are no longer claimed to infringe or misappropriate; or (c) terminate this Agreement and refund to Customer a pro-rated portion of the fees prepaid by Customer for the remaining unused portion of the term for the infringing Service or for the Product based on a three year useful life. THIS SECTION SETS OUT CUSTOMER'S EXCLUSIVE REMEDY AND KORE'S SOLE OBLIGATION FOR ANY IP INFRINGEMENT OR MISAPPROPRIATION CLAIM.



9.2 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.1, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.1, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO KORE UNDER THE APPLICABLE ADDENDUM IN THE TWO (2) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR LIABILITY.

9.4 Exceptions. The exclusions and limitations set forth above shall not apply to a party's breach of its (a) non-disclosure and confidentiality obligations or (b) payment obligations.

10. TERMINATION

10.1 Termination.

a. *By either party*. Without prejudice to any other remedies and in addition to any other termination rights herein, either party may terminate this Agreement or an Order if (i) the other party commits a material breach of this Agreement or the applicable Addendum and such breach remains uncured thirty (30) days after written notice of such breach is delivered to such other party; or (ii) the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy Laws, Laws of debtor's moratorium, or similar Laws; (iii) Customer fail to pay any Fees under the AWS Agreement; or (iv) if either party provides the other party sixty (60) days written notice, provided that if Customer terminates this Agreement for convenience or KORE terminates this Agreement due to Customer's uncured material breach, then any remaining Fees for Products and/or subscription Services (including Roaming Overages) relating to the remainder of the unused Term shall automatically accelerate and become due and payable to KORE.

10.2 Suspension. In lieu of terminating this Agreement or the Service Addendum pursuant to Section 9.1a, KORE may, without waiver of or prejudice to any of its rights hereunder or under applicable Law, elect to suspend or restrict its performance until such time KORE has determined in its sole discretion that Customer is in compliance with this Agreement or the Service Addendum.

10.3 Effect. Upon expiration or termination of this Agreement or an Order for any reason, (i) Customer will remit all undisputed amounts due and owing as of the date of termination as per the terms of the AWS Agreement. Within thirty (30) days after termination or expiration of this Agreement, each party shall return or destroy the Confidential Information of the other party.

10.4 Survival. The rights and obligations of the parties set out in this Section 10 and Sections 2, 6 and 8, and any right or obligation of the parties in this Agreement or the Services Addendum, which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

11. GLOBAL AFFILIATES

11.1 Purchases In Other Jurisdictions. The Parties agree to enable their respective direct and indirect Affiliates located outside of KORE's and Customer's jurisdiction (each, a "Global Affiliate") to transact business under this Agreement. If a Global Affiliate of Customer wishes to engage KORE or a Global Affiliate of KORE to provide Services or purchase Product, then Customer's Global Affiliate and KORE or the applicable KORE Global Affiliate may enter into an Addendum as necessary provided such Addendum references and is governed by this Agreement.

11.2 Agreement Structure. KORE shall not be liable for the acts or omissions of its Global Affiliates in connection with such Affiliates' provision of Services or Product with Customer or a Global Affiliate of Customer. Except for the immediately preceding sentence, upon execution of an Order by a Global Affiliate of Customer or a Global Affiliate of KORE, each use of "Customer" or "KORE," as the case may be, shall be deemed to include such Party's Global Affiliate.

11.3 Additional Terms. To the extent the entities executing an Order require additional or alternative terms and conditions to those contained in the Agreement in order to comply with applicable law or business practices, the parties shall mutually agree to such alternative or additional terms and set them out in the applicable Order.

12. GENERAL

12.1 Customer represents and warrants that: (a) it is in compliance with, in good standing under, and have not violated, any US export or transfer control laws; (b) it is not, and never have been, named as a "debarred" party, "denied person or entity," "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, any US export or transfer control laws; (c) Customer shall not permit the Products or Services to be accessed or used by distributors or end user who are named as a "debarred" party, "denied person or entity," or "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, any US export or transfer control laws and will notify KORE immediately in the event that status changes.

12.2 Governing Law; Venue. The interpretation, validity and enforcement of this Agreement shall be governed: (i) if Customer is located in a jurisdiction within North America, Central America or South America, by the laws of the state of Georgia (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded), and any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in a United States District Court for the Northern District of Georgia or, if such court would not have jurisdiction over the matter, then only in a Georgia state court sitting in Fulton County, Georgia; and (ii) if Customer is located in a jurisdiction other than in North America, Central America or South America, by the laws of The Netherlands, and any legal action brought



under or in connection with the subject matter of this Agreement shall be brought only in a court located in Amsterdam, The Netherlands. KORE and Customer specifically exclude the application of the United Nations Convention on the International Sale of Goods, the Uniform Commercial Code, and any legislation implementing the foregoing Convention and Code. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum.

12.3 **Conflicting Terms.** Notwithstanding the content of any Order or any other document or record other than a mutually signed amendment, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern, and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

12.4 **Notice.**

a. KORE shall send notices using Customer's contact information provided on the signature page. Customer shall use the following information:

Attention:	Legal Services
Address:	3 Ravinia Drive NE, Suite 500
Address:	Atlanta, GA 30346
Phone:	877-710-5673
Email:	legal@korewireless.com

b. All notices or communications required or otherwise provided under this Agreement must be in writing (including email) and are deemed given when delivered to the address set out on the Customer's AWS account (i) by hand to a responsible officer of the addressee, (ii) by certified or registered mail (return receipt required), (iii) a nationally recognized overnight courier service, or (iv) by facsimile or email transmission (with evidence of transmission). Either party may update its notice information by written notice to the other party in accordance with this Section. Notice is effective upon delivery to the notice address, including upon receipt at the correct email address.

12.5 **Assignment.** Neither KORE nor Customer shall assign this Agreement without the prior written consent of other party, which consent may not be unreasonably withheld; provided, however, either party may assign this Agreement in connection with a sale of all or substantially all of its assets without such consent. Any assignment made in violation of this Section is void.

12.6 **Interpretation.**

a. The original of this Agreement has been written in English and Customer waive any right Customer may have under the laws of its jurisdiction to have this Agreement written in any other language. Customer represent that Customer have the ability to read and write in English and have read and understood this Agreement. If this Agreement is translated into a language other than English, the English version and interpretation shall govern and prevail.

b. For purposes of this Agreement, (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that it is their intent that the court interpreting or construing this Agreement not apply a presumption that the terms of this Agreement will be more strictly construed against one party than against another.

12.7 **Waiver.** A failure by either party to enforce any right under this Agreement shall not at any time constitute a waiver of such right or any other right, and shall not modify the rights or obligations of either party under this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such a provision shall be deemed severed from the Agreement and the other provisions shall remain in full force and effect.

12.8 **Entire Agreement; Amendment.** This Agreement and the Services Addendum, including any applicable Order, set out the entire agreement between the parties concerning the matters described above and supersede all prior written or oral agreements, or understandings. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and the Services Addendum hereto, the terms of such Addenda or SOW shall take precedence over the terms set out in this Agreement. The parties may modify or amend the Agreement through a mutually-executed amendment thereto. Customers' continued use of the Products or Services governed by this Agreement shall constitute Customer's acceptance of such Amendment.

12.9 **Force Majeure.** Other than in connection with Customers' payment obligations hereunder, neither party will be liable for delays in its performance hereunder due to causes beyond its reasonable control, including acts of God, public enemy, government, regulatory authorities, or courts of law or equity, or caused by civil war, insurrection or riots, fires, floods, explosions, earthquakes or other casualties, strikes or other labor troubles, or failure of third party service providers or telecommunications networks or devices, provided that the party so relieved of its obligations hereunder provides notice to the other party and takes all reasonable and necessary steps to resume performance of its obligations as soon as possible.

12.10 **Non-exclusivity.** Unless otherwise provided in the Services Addendum, nothing in this Agreement shall limit either party from pursuing alternative supplier, supply or other commercial relationships.

12.11 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.



12.12 Equitable Relief. Each party acknowledges that a breach by a party of Section 1.3 (Compliance with Law) or Section 6 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at Law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at Law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

12.13 Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

12.14 Announcements. KORE may, in its own marketing and sales materials, refer by names and logos to Customer, unless Customer specifically advises KORE otherwise. Each party may publicly disclose the existence of this Agreement (but not any specific material terms hereof).



KORE OmniSIM (KOMNI) Services Addendum and Exhibits

1. TERM

The term of this services addendum (the “Services Addendum”) shall commence on the Effective Date and will continue for the Term of the Order and Agreement that incorporates this Services Addendum. This Services Addendum may be renewed from time to time. Capitalized terms not defined in Exhibit 1 attached to this Services Addendum have the meanings ascribed to them in the Agreement or Order.

2. SERVICE DESCRIPTION

The Services will be provided on a Subscription basis and include the following:

- a. The supply and support of Subscription(s) to Customer; and
- b. KORE will provide to the Customer (a) an eUICC with a Subscription Profile hosted by KORE and/or (b) a Subscription Profile hosted by Customer and/or a third Party trusted by KORE via a secure input and output file exchange; and/or
- c. The optional use of an SMPP bind or binds over VPN further described in the KORE ESME Services Request Form; and/or
- d. The optional use of a private APN, further described in the KORE APN Request Form. KORE will deliver the Services to Customer on the basis of reasonable efforts.
- e. Call Detail Records. For the purposes of disputed Fees in connection with the Services pursuant to the Agreement terms and conditions, Call Detail Records shall be deemed to be accurate and conclusive between the parties in respect of such dispute. If Customer remains in default for invoiced amounts after KORE has provided appropriate Call Detail Records, then KORE shall have the right to suspend Subscribers or terminate the Services pursuant to the Agreement terms and conditions.

3. PRODUCT DESCRIPTION

Current offerings within the Product suite each deployed as a single KORE eSIM SKU comprising a subscription profile and eUICC:

- a. **OmniSIM REACH** - roaming connectivity with coverage across multiple available networks per country. Powered by centralized multi-IMSI technology, a single SIM SKU can be deployed globally that supports failover connectivity by switching to another network when one is unreachable.
- b. **OmniSIM RUSH** - connectivity in the U.S. and in the Europe region, with the following additional conditions: i) Deployments should be multi-country. The Customer and/or its affiliates shall not offer a country-specific service. ii) Deployments in U.S. should be part of a Global deployment where the Global deployment has a higher % deployed than that in the U.S. The Customer and/or its affiliates shall not offer this service to U.S. headquartered companies with deployments in U.S. only. iii) KORE is required to inform our downstream Carrier Partners for use cases using more than 50GB per device per month in a fixed geographical position. Deployments which are deployed in a fixed geographical location should not generate monthly usage that is higher than 50GB per month usage. Fixed location being connectivity to via a wireless link that is stationary (i.e. almost does not move when connectivity is used).
- c. **OmniSIM BRAZIL** - localized connectivity in Brazil and optionally extended roaming coverage to other countries in the LATAM region.
- d. **OmniSIM Secure SIM** - based on GSMA IoT SAFE, provides Stronger End-to-End Security & Zero-Touch Provisioning for IoT devices using KORE’s existing OmniSIM connectivity.
- e. **Local Profile Management (LPM)** - eSIM Profile resilience by switching eSIM profiles locally either by AT interface or using a LPAD to switch between profiles on the card. Device can decide not just on connectivity to switch MNO profile to provide a resilience service.

4. POOLED PRICING

The Services are provided according to pricing for the applicable Pooled Data Bundle per Subscription and:

- a. The Customer is required to purchase an initial total number of Subscriptions in combination with an initial Pooled Data Bundle which will apply to all the initial and subsequent Subscriptions Customer purchases;
- b. The Customer is permitted to switch from one Pooled Data Bundle to another for each individual Subscription and may switch at the end of each Bill Cycle; and
- c. Customer’s overage data usage is subsequently charged according to the Overage Usage Charge as indicated for the applicable bundle.

5. CHARGES

- a. All invoicing is managed by KORE and/or a wholly owned subsidiary of KORE Wireless Group Inc.
 - i. KORE will invoice Customer for Fees (including, without limitation, roaming charges) on a monthly basis (i) in advance for all fixed Fees and (ii) in arrears for all other Fees (including Fees that for Airtime previously incurred but not billed). SIM cards ordered from KORE will be invoiced on the shipment date.
- b. In exchange for the provision of the Services, Customer will be responsible for the payment of all use and usage generated by means of a Subscription set out in a mutually accepted Order. The Customer will not be responsible for such:
 - i. if the Customer had previously disabled the Subscription via the SDP and the Subscription was therefore to be terminated as from the applicable termination date and such request was successfully processed by KORE; or



- ii. as from the applicable moment detailed in the Agreement for the Territory via the zone configuration per Pooled Data Bundle as agreed with the Customer.

Otherwise, all other charges payable for the use or usage of the Subscription are for the account of the Customer.

- c. Fees are non-cancelable and nonrefundable. KORE shall not increase any Fees during the Initial Term. KORE is entitled to change for any and all of Customer's Subscriptions, with thirty (30) days' prior notice, the (a) zone configuration and/or network coverage per Pooled Data Bundle and/or (b) Overage Usage Charge per Pooled Data Bundle and/or (c) unless KORE's service costs charged by Underlying Carrier increases during the Initial Term. Such changes will be provided in writing to the address and name shown in the Agreement, and be deemed as a modification to this Services Addendum.
- d. For the avoidance of doubt with regard to the Monthly Recurring Charge (MRC) Subscription: if a Subscription has been active in a given calendar month, such use will for the purpose of this Services Addendum be counted as one individual Subscription. MRC are monthly fixed rates applicable to all Pay Per Use Plan(s), Plan bundles and/or Service Charges. KORE will invoice MRC per Service per order, implementation, and/or transaction upon the delivery of the order per Bill Cycle. KORE will invoice MRC per eSIM and/or Subscription Profile order upon the placement of the order. All MRC per Subscription and/or Service Charges will be invoiced per Bill Cycle. The MRC rates are charged in advance for the next billing period with the total amount billed based upon the number of devices that are active at the end of the then-current billing period. Pro-rated MRC-based charges will be applied for newly activated devices mid-billing period based on how many days each device was active during such billing period. Depending on the operator plan, suspended devices may be subject to monthly MRC-based charges. MRC-based charges are not prorated when devices are deactivated. MRC-based charges will not be charged to non-active device.
- e. Airtime Fees (Packet Data Services). For clarity, a description of counting method is shown. The Customer is charged for a) total pooled usage for each contracted Service type, and there is no requirement for this to be associated with individual, identifiable SIMs in use or b) Per SIM usage bundle, where the Customer has purchased a fixed amount of pre-subscribed usage on a per SIM basis, and any usage above the pre-subscribed amount is charged as a usage overage charge. One (1) megabyte (MB) is equal to 1,024 Kilobytes. Data transmission will be calculated on a per byte basis and is subject to rounding as follows: By session, defined as an opened and then closed PDP context within the Underlying Carrier network. Data is calculated by rounding up to the next whole kilobyte upon the termination of any PDP context and/or once every 24 hours ending at 12:00 AM AEST (Australian Eastern Time) if at least one (1) byte of data is passed during the day. Any fraction of a megabyte used will be rounded according to the terms and conditions of the current roaming agreements between the Underlying Carrier and its roaming partner (currently to the nearest kilobyte per data session), which terms and conditions may change from time to time. These terms may include both rounding and minimum session size.
- f. Airtime Fees (Voice Service). For the avoidance of doubt with regard to how the Customer is charged for voice traffic: Any partial minutes (under 60 seconds) are rounded up to the next full minute.

6. PLATFORM DATA ALERTS

KORE makes available certain features within the Platform that are designed to permit Customer to track and manage the Services and related data usage levels, including setting thresholds for alerts and other actions ("**Data Alerts**"). Customer acknowledges that the Data Alerts rely on an approximation of current usage levels pursuant to the Call Detail Records and may be subject to latency and reporting delays of the Underlying Carrier beyond the control of KORE. Due to potential system limitations, including customer applications and devices, KORE does not guarantee that schedule Data Alerts and any related actions will be executed in real or near real time. Customer acknowledges that a Device in session may incur significant overages charges before a Data Alert can be successfully executed, and that failure of a Data Alert to immediately suspend or report a Device for overuse will not be grounds to dispute overage charges incurred by a Device that exceeds any set thresholds or that KORE has breached this Services Addendum.

7. SERVICE COMMITMENTS

KORE Commitments. KORE agrees to (a) subject to the terms of the Agreement, provide Services in the coverage areas specified in markets in which KORE Network interconnects or roaming agreements exist, and are subject to the availability of the local Underlying Carrier's network; (b) comply with all applicable laws and regulations respecting the provision of such Services; and (c) warrant that all Services as delivered comply with any and all agreements with its Underlying Carrier(s) or onward sale and distribution when used in compliance with the terms and conditions specified in this Services Addendum.

Customer Commitments. Customer agrees to (a) provide upon the Effective Date and on a quarterly cycle thereafter, a 90-day forecast to KORE, detailing Customer's best estimates of SIM and telephone number requirements identified in monthly periods. Quantities will not be binding on either party provided that Customer acknowledges that KORE may not have sufficient SIMs/telephone numbers available unless Customer provides forecasts as provided herein; (b) ensure at least one representative is available during regular Business Hours, and otherwise available by phone or pager after hours, to provide the required information and assistance in connection with the delivery of the Services, with appropriate access to Customer network, equipment or facilities to permit KORE to provide the Services; (c) maintain the necessary services from third party services providers required to receive the Services from KORE or to use the Network, that are not otherwise identified as being provided by KORE in this Services Addendum; (d) comply with any applicable law, regulation, directive, ordinance and decision of any regulatory authority applicable to Customer, the business operated by Customer, and Customer's receipt and use of the Services, including compliance with the conditions of any public



utilities licenses and preserving the confidentiality and privacy of information relating to Subscribers; (e) be responsible for ensuring that any Device used on the Service is approved and certified for use on the Network according to the rules and regulations of PTCRB, FCC and the Underlying Carrier or other governing agencies or divisions that may apply in the intended country of use. Unless specifically contracted to do so, KORE is not responsible for any test or accreditation requirements on behalf of Customer; (f) Be responsible for ensuring that any Customer application complies with the Acceptable Use Policy of the Underlying Carrier (available upon request); and (g) be responsible for the security of Customer authorization codes, passwords and similar means of access to Customer equipment and telecommunications systems.

Customer acknowledges that traffic of its devices may be subject to unpredictable bursts in network signaling traffic, resulting in unwanted spikes in traffic affecting third parties. Customer will devise precautionary measures addressing and controlling the effects on the use of Customer Hardware and/or applications during these peaks and troughs in demand and devise such under the auspices of and within a reasonable time frame to be indicated by KORE.

Upon the termination or expiry of a Subscription and the associated Connection, the Customer will promptly render the eSIM card or Subscription Profile associated with that Subscription inoperable. Pursuant to the terms and conditions of the Agreement applicable to Charges KORE will charge Customer and Customer will pay for any use or activity of the Subscription and/or Connection generated upon the termination or expiry of the Subscription. Customer shall indemnify KORE at Customer's first request for all costs, losses and damages incurred as a result of the (suspected) (mis)use or loss of the eSIM card or Subscription Profile, without regard to the cause of use, loss or damage or claimant. Customer hereby gives KORE permission to render the eSIM card or Subscription Profile associated with that Subscription inoperable (even if KORE's actions and the consequences thereof are irreversible) if Customer has not rendered such eSIM card or Subscription Profile inoperable pursuant to this Section 6. KORE will not be liable for any damages or consequences, whether direct or indirect, resulting from the termination or expiry of a Subscription and the associated Connection. This sub-Section 6 will survive the termination of the Agreement.

8. GENERAL

Acknowledgement. Customer acknowledges and agrees that: (a) KORE may interrupt the Services at any time and for any period of time, without any liability on its part, where necessary to prevent the improper or unlawful use of the Network. Customer shall be responsible for all reasonable costs KORE incurs in relation to testing or restoration deemed necessary by KORE, at KORE sole discretion, unless determined to be the fault of KORE; (b) Customer, and through Customer, Customer Subscribers, are acquiring Services from KORE for the purposes of supplying these Services as a part of a complete wireless application system, and not for the purposes of re-licensing, resale or redistribution without integration with other products and/or services; (c) unless Customer has entered in a Statement of Work with KORE for professional services, KORE is not responsible for the selection, supply, installation, operation, or maintenance of any Devices or other equipment or software owned or licensed by the Customer and used in connection with the Services; and (d) KORE reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any errors or omissions in any portion of the Network, which may or may not affect Customer and Subscriber access to the Network. (e) Changing plan connections is not automatically provided to existing Subscriptions on the account if/when new plan(s) and/or features(s) are made accessible per a mutually accepted Order, and is therefore the Customer's responsibility to manage and provision their Subscriptions as deemed appropriate by the Customer; (f) Returns will not be accepted under any circumstances for SIMs purchased.

Access to Service. Customer is responsible for ensuring that Customer and Subscriber access to the Services and Network within the applicable jurisdiction in which Subscribers are operating is in compliance with applicable laws and KORE makes no representations or warranties with respect thereto.

Equipment and Data. KORE obligations under the Agreement or this Services Addendum do not extend to any maintenance, repair, rearrangement, alteration, modification or adjustment which becomes necessary due to, resulting from or in any way related to, damage, misuse or failure on Customer's part. In addition, in the event of the interruption, failure or breakdown of the Services or Network, or the loss or spoiling of Customer's programs or data, KORE makes no warranty that any of them will be restored. Customer assumes full responsibility for backing up Customer's own files and preserving Customer's own data.

Wireless Coverage Availability. Coverage locator maps depict predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability, and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including Customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service.

9. REGULATORY FOR ESIMs DEPLOYED IN EU

KORE will not deliver (personalized) EU Roaming Tariff Information SMS notifications meant in Regulation (EC) No 544/20091 of the European Parliament and of the Council of 18 June 2009, unless explicitly agreed upon by the Parties in writing.

10. DEVICE VALIDATION

- a. eSIM device validation is recommended prior to fulfillment of any eSIM orders. Device validation will consist of testing Customer Hardware to ensure compatibility with the eSIMs as well as operational capability to support profile changes. If Customer Hardware does not complete device validation testing, KORE does not guarantee compatibility of the Customer Hardware with the networks or with eSIM functionality,
- b. The cost of device validation is a one-time charge of € 4.200,00. Device validation will be invoiced in installments of which (i) 50% of the one-off Service Charge will be invoiced to Customer as first installment at placement of the order, and (ii) the remaining 50% of the one-off Service Charge will be invoiced to Customer at the delivery of completed KORE Device Validation document.

11. COMPANY HARDWARE

- a. Some elements of the Services may depend on the presence of certain peripheral devices, hardware, facilities, materials or (internal) connections. Unless otherwise agreed in writing, the Customer is responsible for the timely availability, installation, operation, maintaining, access or otherwise use of the Customer Hardware required for the Services, facilities, materials or compounds. For the avoidance of doubt, Customer is responsible for compliance of Customer Hardware with the GSMA's Remote Provisioning Architecture for Embedded UICC Technical Specification Version 3.1 in the event of use of any remote SIM provisioning functionality.
- b. The Customer shall also be responsible for maintaining the security of the Customer Hardware, Customer account, passwords (including, but not limited to, administrative and user passwords) and files.
- c. KORE will not be liable for damages arising out of any (mis)use of Customer Hardware or non-compatibility with the Services.
- d. All use of the Services by Customer and End User is subject to the terms specified in the Agreement. The Customer agrees to comply with, enforce and make part of any agreement between it and its End Users, any obligations, requirements or restrictions for use of the Customer Hardware as covered in the Agreement (e.g. measurements to protect eSIMs and Subscription Profiles against misuse which obligations include, but are not limited to, the obligation for Customer and End Users to refrain from using the Services to perform illegal activities, or damage the reputation or rights of KORE or any third parties (for example by sending unsolicited messages or causing a breach of intellectual property rights).

12. NUMBER OWNER

KORE is a number owner. A number owner is anyone to whom the Netherlands Authority for Consumers and Markets (ACM) has assigned a number. A number holder may not allow a number user such as Customer to use a number, if he is not using it himself. A number user may not allow anyone else to use a number that he has been given to use. (Ref.: Article 4.9(3) Dutch Telecommunications Act (Telecommunicatiewet)).

13. ISSUER

KORE will provide the Customer with an MSISDN. KORE may modify or revoke the assigned MSISDN, inter alia in the interest of the proper functioning of the Services, or due to change of laws or regulations, or pursuant to the instruction of a competent public (government) authority. KORE will, insofar as it deems possible, take into account the reasonable interests of the Customer.

14. ESIM

- a. The Customer will only place orders for eSIMs in multiples of the allowed quantities as stated in an Order. KORE will immediately provide an invoice upon placement of an order. KORE is entitled to demand payment of the order invoice prior to fulfillment of the order to Customer.
- b. In the event KORE delivers eSIMs to Customer and unless otherwise agreed in writing, KORE shall deliver eSIM Ex Works at KORE to Customer. This Incoterm shall govern the respective obligations of the Parties regarding the subscription of any required contracts of carriage and related insurance and/or the obtaining of any governmental and/or other consent(s) required for the sale, purchase, export, and/or import of eSIMs under this Services Addendum.
- c. KORE will make every reasonable effort to complete the delivery of the eSIMs within the Delivery Date.
- d. Delivery Dates are never firm dates. Exceeding the Delivery Date will not give the Customer the right to damages, the dissolution of the Agreement or deferment of any of its obligations under the Agreement.
- e. Unless otherwise agreed in writing, KORE may deliver eSIMs prior to the Delivery Date and may deliver eSIMs in installments by separate deliveries or shipments.
- f. If the Customer requests KORE to postpone delivery of the eSIMs, KORE may charge the Customer the reasonable additional costs of handling and storage. The Customer shall remain liable, however, to pay the applicable Charges in accordance with the payment terms set forth in the Agreement.
- g. Upon receipt of the eSIMs, the Customer shall properly protect the eSIMs against unauthorized use, theft or damage and shall not damage or alter the eSIMs in any way. The Customer is not allowed to disclose the eSIM security codes and/or resources to third parties. The Customer shall obey any reasonable instructions from KORE, or its suppliers, related to the use of eSIMs. The Customer shall prevent, investigate and terminate cases of (suspected) fraud or other irregularities related to the use of eSIMs including, but not limited to, the use related to premium rate numbers and will duly notify KORE of its obligations under this Section 12.
- h. The Customer is not allowed to implement eSIMs in switching or transmission systems other than the Customer Hardware.



- i. Customer shall not resell eSIMs to third parties, unless KORE has given the Customer its express permission to do so and the Customer will do such in accordance with the terms of the Agreement and under the same or similar terms of the Agreement for its customers.
- j. CUSTOMER EXPRESSLY ASSUMES ALL LIABILITIES AND RISKS, FOR USE OR OPERATION OF THE ESIM, INCLUDING WITHOUT LIMITATION, ESIM DESIGNED OR INTENDED FOR MISSION CRITICAL APPLICATIONS, SUCH AS PACEMAKERS, WEAPONRY, AIRCRAFT NAVIGATION, FACTORY CONTROL SYSTEMS, ETC. SHOULD THE ESIM PROVE DEFECTIVE, CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
- k. THE MIDDLEWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL KORE OR THE UNDERLYING CARRIER BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE MIDDLEWARE OR THE USE OR OTHER DEALINGS IN THE MIDDLEWARE.

15. SUBSCRIPTION PROFILE

- a. The Customer will only place orders for Subscription Profiles in multiples of the allowed quantities as stated in mutually accepted Order. KORE will immediately provide an invoice upon placement of an order. KORE is entitled to demand payment of the order invoice prior to fulfillment of the order to Customer.
- b. In the event KORE delivers Subscription Profiles to Customer and unless otherwise agreed in writing, KORE shall deliver an input file to Customer. Customer is then obligated to return an output file to KORE after the Subscription Profile has been implemented by Customer and/or third party trusted by KORE. KORE can only process a compatible output file in order to make the Subscription available to the Customer. Customer will bear its own costs for processing the KORE input file and generating the output file toward KORE. Customer is responsible for the further processing of the Subscription Profile as part of its hardware, software and customer services.
- c. KORE will make every reasonable effort to complete the delivery of the Subscription Profiles within the Delivery Date.
- d. Delivery Dates are never firm dates. Exceeding the Delivery Date will not give the Customer the right to damages, the dissolution of the Agreement or deferment of any of its obligations under the Agreement.
- e. Unless otherwise agreed in writing, KORE may deliver Subscription Profiles prior to the Delivery Date and may deliver Subscription Profiles in installments by separate deliveries or shipments.
- f. If the Customer requests KORE to postpone delivery of the Subscription Profiles, KORE may charge the Customer the reasonable additional costs of handling and storage. The Customer shall remain liable, however, to pay the applicable Charges in accordance with the payment terms set forth in the Agreement.
- g. Upon receipt of the Subscription Profiles, the Customer shall properly protect the Subscription Profiles against unauthorized use, theft or damage and shall not damage or alter the Subscription Profiles in any way. The Customer is not allowed to disclose the Subscription Profile security codes and/or resources to third parties. The Customer shall obey any reasonable instructions from KORE, or its suppliers, related to the use of Subscription Profiles. The Customer shall prevent, investigate and terminate cases of (suspected) fraud or other irregularities related to the use of Subscription Profiles including, but not limited to, the use related to premium rate numbers and will duly notify KORE of its obligations under this Section 13.
- h. The Customer is not allowed to implement Subscription Profiles in switching or transmission systems other than the Customer Hardware.
- i. Customer shall not resell Subscription Profiles to third parties, unless KORE has allowed the Customer to do so and the Customer will do such in accordance with the terms of the Agreement and under the same or similar terms of the Agreement for its customers.
- j. THE MIDDLEWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL KORE OR THE UNDERLYING CARRIER BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE MIDDLEWARE OR THE USE OR OTHER DEALINGS IN THE MIDDLEWARE.

16. SUBSCRIPTION PROFILE SWITCHING AND CHARGES

Newly activated OmniSIMs are enabled on a KORE subscription profile when first activated with a plan. An alternate subscription profile can be downloaded to the OmniSIM card by way of the eSIM Switch feature in KORE's management portal, ConnectivityPro, for which a profile download fee is applicable, as stated on the mutually accepted Order. When the alternate downloaded subscription has been activated and enabled, the initial subscription profile will be automatically deactivated and can no longer be used. In the same billing period in which multiple profiles are enabled on OmniSIM, the applicable Plan bundle MRC will be pro-rated for each profile for the number of days it was enabled through to the end of the billing period. Therefore, a pro-rated charge will apply for the initial subscription profile and for each alternative subscription profile that is enabled in the same billing period.

Subscription profile changes should be made at least four (4) business days before the end of the billing period to help ensure that the previously enable subscription profile gets deactivated prior to the end of the billing period.

17. SERVICE DELIVERY PLATFORM

Customer ensures it will handle and protect the Subscriptions and SDP (including the SDP's login credentials) with due care, skill and diligence. The appropriate level of care shall be determined according to, and in that order, KORE's instructions and IT industry best practice and in case of conflict between the aforementioned standards that care will be according to whichever of these standards ensures the better care. Customer hereby



explicitly acknowledges that it shall refrain from any type or form of misuse of the Subscriptions, or of the exposure of Subscriptions to the risk thereof.

18. INTELLECTUAL PROPERTY

Ownership of SIMs; Restrictions. KORE retains full title to the software and intellectual property contained in the SIMs, and no rights are granted by KORE, whether by implication, estoppel or otherwise, under the Agreement or any Services Addendum unless expressly set out herein or therein. Customer may not, (and may not allow or authorize any third party, including Subscribers, to): (a) decompile, disassemble, reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the SIMs; (b) remove any product identification, copyright, or other notices; (c) modify, incorporate into, or with other software create a derivative work of any part of the SIMs; (d) modify or otherwise alter the operation of the SIMs, or program, reprogram, or tamper with the SIMs in any manner; (e) rent, lease, lend or provide commercial hosting services with the SIMs; (f) insert the SIMs into devices bearing an Underlying Carrier mark, or that are purchased from Underlying Carrier that have been packaged with an Underlying Carrier SIM; or (g) provide SIMs, whether separately or together with an approved Device, to any individual or entity other than the expected Subscriber of that SIM and device.

Use of Intellectual Property. Various components, functions, routines and/or portions of the SIMs or Services are protected by intellectual property rights including, but not limited to, designs, copyrights, trade secrets and one or more patents or pending patent applications (collectively, "IPR"), and KORE owns or has the right to provide all such IPR in the manner described herein. Customer is licensed to use such IPR on a nonexclusive basis, if any, only to the extent that such a license is required by Customer to receive the Services and/or install the SIMs on Devices in the manner intended by KORE. No other rights are granted under such IPR and no right to repair or replace the SIMs is intended or provided and specifically, no right of reconstruction or repair is granted.

19. ADDITIONAL TERMS AND CONDITIONS

Required Terms.

(a) Customer expressly acknowledges that KORE has entered into long-term agreements with the Underlying Carrier that require KORE and its resellers to flow-down certain contractual obligations to Subscribers. Accordingly, Customer shall include the terms and conditions in Exhibit 2 in its agreement(s) for Services with Subscribers, and Customer shall indemnify KORE against all losses for any breach of the foregoing obligation.

(b) Customer acknowledges and agrees to the following and also agrees that it will require the same provision from its Subscribers: Unless caused by the negligence of KORE, Customer shall indemnify and hold harmless the Underlying Carrier supplying services to KORE, and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, infringement of copyright, or personal injury or death, arising in any way directly or indirectly in connection with this Services Addendum or the use, failure to use, or inability to use the access telephone number. This indemnity shall survive the termination of the Agreement.

Third Party Beneficiaries. The Underlying Carrier is a third party beneficiary of this Services Addendum and the Agreement, and may take any equitable or legal action required to enforce its provisions and the terms and conditions of this Services Addendum. Neither any Subscriber nor any other third party is a third party beneficiary to this Services Addendum or the Agreement.

Exhibit 1
Definitions

“Active” a SIM status of when the device can generate billable usage of data, SMS, and/or voice traffic or usage.

“Affiliates” means, with respect to either party, any other entity controlling, controlled by or under common control of a party, where “control” means the holding of more than fifty (50%) of equity ownership.

“Airtime” means the transmission and switching of signals on PCS carrier services provided by KORE, including voice, data, and messaging transmissions using or over the Network.

“Bill Cycle” means the period starting from the 24th of the previous month to the 23rd of the current billing date month for which the connection usage of provisioned Services is calculated upon for billing and invoice charges.

“Business Hours” means Monday to Friday, 9:00am to 6:00pm (Eastern Time), excluding provincial, state or federal holidays recognized in Canada and/or the United States.

“Call Detail Records” means the data usage records of the applicable Underlying Carrier.

“Connection” means the part of the mobile (or cellular) telecommunications services tied to a Subscription Profile, commonly referred to as a “line” and which consists of a SIM, eSIM (eUICC) and/or Subscription Profile with global cellular network services via which the Customer uses the Services within the Territory.

“Customer Hardware” meaning the Customer’s device that contains an eSIM and/or Subscription Profile, including, without limitation, cellular terminals and GPRS modules which device shall comply with (a) the requirements of, the Radio Equipment and Telecommunications Terminal Equipment Directive 1999/5/EC and any relevant applicable local standards or guidelines (as updated, reissued and implemented from time to time) as well as (b) with the 3GPP series 34 TS and in case of LTE, 3GPP TS 36 to ensure compatibility with the Services and the Connection and (iii) with the GSMA Remote Provisioning Architecture for Embedded UICC Technical Specification Version 3.1.

“Data Pooling” (also: “Data Pool”) means the combining of individual Data Pool Bundles of the same type into one data pool of Subscriptions under one Customer account number as part of a single Bill Cycle and which applies per type of bundle per Customer account. Overage Usage is not included within the Data Pooling, so that (a) data usage which exceeds the maximum total amount of data within the applicable type of Pooled Data Bundle and (b) data usage in zones and on any other networks not included in the applicable type of Pooled Data Bundle are invoiced to Customer separately from the Pooled Data Bundle.

“Deactive” a SIM status of when the device cannot generate data, SMS, and/or voice traffic or usage.

“Device” means any mobile radio apparatus or telecommunication equipment, including accessories enabling the transmission of data or voice, which: (i) is approved under applicable regulation, (ii) is technically and operationally compatible with the Network, and (iii) when used in conjunction with a SIM, eSIM and/or Subscription Profile, enables a Subscriber to have access to the Services.

“Effective Date” means the date this Services Addendum is accepted by Customer in the Order.

“eSIM” means a Subscription Profile including a SIM card hosted by KORE for the supply of global cellular network services. The eSIM (eUICC) solution provided by KORE complies with the GSMA’s Remote Provisioning Architecture for Embedded UICC Technical Specification Version 3.1.

“Fees” means any applicable billable charges incurred by SIM status, System Access Fees, Set-up Fees, Airtime Fees, MAF, and Customer’s Minimum Monthly Commitment.

“GSM” means a digital wireless network based on the Global System for Mobile Communications.

“LTE” means Long Term Evolution, a 4G wireless broadband technology developed by the Third Generation Partnership Project (3GPP), an industry trade group.

“Monthly Recurring Charge” (“MRC”) means the monthly access fee charged by KORE to Customer per Subscriber for the provision of basic access to the Services as such fees are set out in the applicable Services Addendum.

“Network” means the wireless communications network established and operated by the Underlying Carrier pursuant to its PCS license(s), in order to offer services using technology based on the GSM or other standards.

“Order” means a proposal of products and/or services with associated pricing submitted to Customer by KORE and that incorporates this Services Addendum.

“Overage Usage” means usage of the Subscription outside any Data Pooling and/or any and all usage of the Subscription in any zone and on any network (please refer to the KORE Network Zoning document for networks per region and Usage Charges for network Services) and will be invoiced during the Bill Cycle.

“PCS” means wireless phone technology that provides the user with an all-in-one wireless phone, paging, messaging and data service.

“Pooled Data Bundle” means a predefined amount of MBs the Customer is permitted to use under the allocated Subscription for the purpose of generating data usage with global cellular data network services within the designated networks per zone. Customer has the right to change from one Pooled Data Bundle associated with a Subscription to another available Pooled Data Bundle per the start of the (then) next Bill Cycle and such change will be communicated to KORE at least one calendar day prior to the end of the (then) current Bill Cycle.

“Profile” means a collection of settings and identifiers that are stored in the (e)UICC’s file system, and this (electronic) profile contains both generic settings as Subscription specific settings and identifiers.

“Ready State” a SIM status of when the device is ready for use per the preset plan and feature to a SIM. Once the time limit threshold is reached, device status will automatically move to Active.

“SDP” means KORE’s Service Delivery Platform by which the Customer can manage its Subscriptions. The SDP is managed by KORE.



"Services" means the KORE wireless telecommunication and internet access services provided by KORE to Customer pursuant to this Services Addendum.

"SIM" means the Subscriber Identity Module, to be used with a GSM Device to enable use of the Service.

"SMS" means Short Messaging System and content delivery. Messages will be charged for all Mobile Originate ("MO") and Mobile Terminate ("MT") messages.

"Subscriber" means an individual or machine authorized by Customer to use the Service(s) for its own internal purposes.

"Subscription" meaning that any and all use of a Connection, for which the amounts owed by Customer on a monthly recurring basis pursuant to Section 4. Pricing, are periodically charged during the Bill Cycle based on the Offer.

"Subscription Profile" means the unique identification of a mobile subscription and refers to one Subscription on network elements, but may contain multiple IMSI's when a multi IMSI Profile is used.

"Suspend State" and **"Suspend with Charge State"** a SIM status of when a device cannot generate data, SMS, and/or voice traffic or usage, but can be re-Activated. Refer to your Order for billable threshold trigger(s) as Suspend with Charge.

"System Access Fees" ("SAF") means the monthly access fee charged by KORE to Customer per Subscriber for the provision of basic access to the Services as such fees are set out in the applicable Services Addendum.

"Test State" a SIM status of when the device is preset with plan and feature(s) to a SIM in order to allow device connectivity.

"Underlying Carrier" means the licensed network operators, (e.g., Vodafone, AT&T Wireless, Iridium, Rogers Wireless, O2UK, Verizon Wireless, Iridium, WGN Rogers Wireless, and others), that KORE has contracted with to enable the provisioning of the Services to Subscribers.

Exhibit 2
End User Terms of Service

1. The individual or entity (the “End User”) obtaining the Services or Products from the Customer (for the purposes of these end user terms, the “Service”) has no contractual relationship with Underlying Carrier, and End User is not a third-party beneficiary of any agreement between or among the Underlying Carrier and any of its distributors or resellers through one or more tiers (for the purposes of these end user terms, each a “Reseller”). End User understands and agrees that Underlying Carrier and Resellers shall have no legal, equitable or other liability of any kind to the End User.
2. End User has no property or other rights in any number assigned to it and End User understands that any such Number can be changed from time to time.
3. End User acknowledges that the Service may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, or other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission Network. End User agrees that neither Underlying Carrier nor any Resellers shall be responsible for such interruptions of the Service or the inability to use the Service within or outside the Service Territory. End User understands that such wireless service carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Service.
4. End User acknowledges and agrees that any Reseller and Underlying Carrier is acting as a telecommunications and internet service provider and, accordingly, has no knowledge of or liability in connection with the content of any communications sent to or from End User’s devices on the Network.
5. End User expressly understands and agrees that the liability and obligations of a Reseller to End User under the End User agreement for Services may be strictly controlled and limited by Underlying Carrier’s tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other United States or foreign governmental authorities which from time to time have jurisdiction. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, End User’s exclusive remedy and the total liability of Underlying Carrier or any Reseller and/or any supplier of services to a Reseller arising in any way in connection with the End User agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided, shall be limited to payment by the applicable Reseller of damages in an amount equal to the amount charged to End User for the Service provided under this End User agreement. In no event shall any Reseller and/or Underlying Carrier be liable for any cost, delay, failure or disruption of the Service, lost profits, or incidental, special, punitive or consequential damages.
6. In no event shall any Reseller and/or Underlying Carrier be liable for the failure or incompatibility of equipment utilized by End User in connection with the Service. End User shall use equipment provided at its own risk.
7. End User shall indemnify, defend and hold each Reseller and Underlying Carrier and the officers, employees and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys’ fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with the End User agreement; the provision or use of the Service; or the use, failure to use or inability to use the Number. This provision shall survive the termination of the End User agreement.
8. End User acknowledges that the End User agreement is assignable by the applicable Reseller.
9. Service may be temporarily suspended or permanently terminated without notice in the event that any Reseller’s agreement with Underlying Carrier is terminated or in the event the End User violates the Underlying Carrier’s acceptable use policy or other network rules and policies. End User waives any and all claims against the Underlying Carrier, including any roaming carrier, for such suspension or termination.
10. THIS SECTION APPLIES ONLY IF VOICE SERVICES ARE PROVIDED BY UNDERLYING CARRIER TO SUB-RESELLER - Limits on Liability for Emergency Services Provided on a Mandatory Basis. This Section applies only to the provision of emergency services on a mandatory basis. In respect of the provision of emergency services on a mandatory basis, Underlying Carrier is not liable for: libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over Underlying Carrier’ network from Sub-Reseller’s property or premises or recorded by Sub-Reseller’s equipment (ii) damages arising out of Sub-Reseller’s act, default, neglect or omission in the use or operation of equipment provided by Underlying Carrier; (iii) damages arising out of the transmission of material or messages over Underlying Carrier network on Sub-Reseller’s behalf which is in any way unlawful; or (iv) any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from Sub-Reseller’s facilities and equipment. Furthermore, except in cases where negligence on Underlying Carrier part results in physical injury, death or damage to Sub-Reseller’s Property or premises, Underlying Carrier’ liability for negligence related to the provision of emergency services on a mandatory basis is limited to the greater of \$20 and three times the amount (if any) Underlying Carrier would otherwise be entitled to receive as a refund for



the provision of defective service under the agreement. However, Underlying Carrier' liability is not limited by this Section in cases of deliberate fault, gross negligence or anti-competitive conduct on Underlying Carrier' part or in cases of breach of contract where the breach results from Underlying Carrier' gross negligence.