

LoRa Alliance, Inc.
Certification Affiliate Agreement

This Certification Affiliate Agreement (this “Agreement”) is entered into by and between LoRa Alliance, Inc. (the “Alliance” or “LoRa Alliance”) and the undersigned counterparty, (the “Certification Affiliate”).

WHEREAS, the LoRa Alliance® is an open, non-profit association of members organized as a nonprofit non-stock corporation under the laws of the State of Delaware;

WHEREAS, the Alliance is actively developing and deploying LoRaWAN® for Internet of Thing (IoT) solutions;

WHEREAS, the goal of the Alliance is to standardize low power wide area networks (LPWAN) being deployed around the world to enable IoT, machine-to-machine (M2M), smart city, and industrial applications;

WHEREAS, LoRa Alliance®, LoRaWAN®, and LoRaWAN Certified^{CM} are marks owned by Semtech Corporation (“Semtech”) and are used by the Alliance pursuant to a license between Semtech and the Alliance;

WHEREAS, the Alliance has adopted the LoRaWAN® protocol and maintains a certification program for Alliance members to certify services and products that meet the requirements for certification; and

WHEREAS, Certification Affiliate is not a member of the Alliance but wishes to contract with the Alliance in order to participate in the Alliance certification program as a non-member on the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this Agreement contains the terms and conditions under which Certification Affiliate may pursue certification of its products under the Alliance’s LoRaWAN Certified Program and may use LoRaWAN Certified logo on its certified products in accordance with the policies and procedures established under the LoRaWAN Certified Program by the Alliance.

It is hereby agreed by and between the Alliance and Certification Affiliate as follows:

AGREEMENT

CERTIFICATION AFFILIATE PROGRAM

Certification Affiliate shall have the following rights subject to its compliance with the terms and conditions of this Agreement, including without limitation, full payment of annual fees, which shall initially be \$10,000 a year, and payment of applicable certification fees:

- a) One copy of the LoRaWAN Certification Test Tool (“LCTT”) per year and the right to purchase additional copies of the LCTT for an additional fee per copy of LCTT, which shall initially be \$3,000 per LCTT;
- b) The right to certify compliant products of the Certification Affiliate at a cost per product for certification (independent of testing costs) which shall initially be \$1,000 per product;

- c) The right solely during the term of this Agreement to use the LoRaWAN Certified^{CM} logo on certified products of the Certification Affiliate in compliance with the policies and guidelines of the Alliance;
- d) The right solely during the term of this Agreement to have certified products included in the LoRaWAN Showcase (Device Catalogue) list of certified products maintained by the Alliance; and
- e) The right to receive Alliance communications regarding certification.

Certification Affiliate acknowledges and agrees that certification by similarity is not available to Certification Affiliate.

FEES AND EXPENSES

Certification Affiliate agrees to pay all applicable fees and assessments established by the Alliance for access to the Alliance's LoRaWAN Certification Affiliate Program by non-members including annual fees and applicable certification fees. The initial annual fee shall be \$10,000 per 12-month period. Certification Affiliate acknowledges that the fees and other charges applicable to certification affiliates as a class of non-members of the Alliance eligible for participation in the Alliance LoRaWAN Certification Program may be changed by the Alliance in its sole discretion from time to time on a prospective basis. If Certification Affiliate is delinquent in the payment of fees or assessments under this Agreement, Certification Affiliate may be suspended from ongoing certification privileges or from certification privileges including without limitation, use of the LoRaWAN Certified logo and display of certified products on the LoRa Alliance website.

Certification Affiliate shall bear its own costs and expenses affiliated with certification, including without limitation costs of test house testing, compensation of its employees and all travel and other expenses affiliated with Certification Affiliate's participation in the Alliance certification process, and Certification Affiliate understands that it has no right of reimbursement from the Alliance for any such expenses. The Alliance shall not be responsible or liable in any way for any fees or charges incurred by Certification Affiliate, including without limitation, any fees related to Certification Affiliate's acquisition of testing activities.

NO ALLIANCE MEMBERSHIP OR INTELLECTUAL PROPERTY RIGHTS

For avoidance of doubt, Certification Affiliate acknowledges and agrees that this Agreement is not a membership in the Alliance and does not establish any rights for the Certification Affiliate to participate in Alliance activities including the Alliance board of directors, committees, work groups, and membership meetings, to contribute to Alliance deliverables, to receive any licenses under the Alliance IPR Policy, to participate in press articles and interviews regarding the Alliance, to access the Alliance members only website, or to have its certified products promoted by the Alliance other than by inclusion in the Alliance list of certified products.

Certification Affiliate acknowledges and agrees that elements of LoRa Alliance specifications may be subject to third party (such a third party may or may not be a member of LoRa Alliance) intellectual property rights, including without limitation, patent, copyright or trademark rights. The Alliance is not responsible and shall not be held responsible in any manner for identifying or failing to identify any or all such third party intellectual property rights. Certification Affiliate acknowledges and agrees that it has no rights under the LoRa Alliance IPR Policy, and no certification by Certification Affiliate under the LoRaWAN Certified Program pursuant to this Agreement shall establish any rights in Certification Affiliate to intellectual property rights of third parties including without limitation Alliance members that may be required for implementation of LoRa Alliance specifications. The Alliance acknowledges and agrees that Certification Affiliate shall have no

obligations under the LoRa Alliance IPR Policy arising under this Agreement or due to status as a certification affiliate of the Alliance.

CERTIFICATION PROCESS

Certification Affiliate agrees to follow all requirements of the Alliance for LoRaWAN Certified, the product certification and testing program implemented and maintained by the LoRa Alliance, including without limitation the LoRa Alliance Certification Policies and Procedures, LoRa Alliance Inc. Certification Process for LoRaWAN Devices, and any applicable Regional End Device Certification Requirements as in effect and amended from time to time. Certification Affiliate shall remain in full compliance at all times with the requirements of the Alliance certification policies and procedures.

Certification Affiliate acknowledges that the Certification Documents may be amended by the Alliance on a prospective basis in the sole discretion of the Alliance from time to time and that all amendments to certification requirements shall be binding upon Certification Affiliate upon notice of same.

Certification Affiliate acknowledges that each product shall comply with the local regulations governing usage of the radio spectrum, and that Certification Affiliate shall obtain regulatory certification for each product independently of LoRaWAN certification.

COVENANTS OF CERTIFICATION AFFILIATE

Certification Affiliate agrees to comply with all applicable laws and requirements including without limitation, antitrust statutes, laws and guidelines of each relevant jurisdiction.

Certification Affiliate agrees to take no action in contravention of the Alliance's purposes or in contravention of the LoRaWAN Certified program. Certification Affiliate agrees to avoid public communications about the Alliance and its activities that would be detrimental to the Alliance or the success of the LoRaWAN[®] protocol.

Achieving LoRa Alliance Certification does not grant authority to sell devices. It is the Certification Affiliate's responsibility to be knowledgeable and in compliance with all regulations regarding the invention, testing, fabrication, assembly, distribution, sale, operation, recycling, and disposing of the Certification Affiliate's devices.

PUBLICITY

Certification Affiliate shall have no right to list the Alliance's name and logo on Certification Affiliate's website or in advertising and promotion materials. Certification Affiliate may not identify any action, program, product or service as being sanctioned by, sponsored by or affiliated with the Alliance, unless express prior written consent is obtained from the Alliance.

The Alliance agrees not to use the name of Certification Affiliate in any form of publicity without the written permission of the Certification Affiliate, provided that the Alliance may publicly disclose and identify Certification Affiliate in connection with the Alliance listing of Certified Products.

USE OF CERTIFICATION MARK

All use of the Alliance certification logo by Certification Affiliated shall be in compliance with the policies and procedures adopted by the Alliance from time to time. The initial LoRaWAN Certified^{CM} Mark & Logo Usage

Policy and Guidelines for Certification Affiliates is attached hereto and incorporated herein by reference. The Alliance reserves the right to change its policies and the usage guidelines for the LoRaWAN Certified Mark at any time and solely at its discretion.

CONFIDENTIALITY

Certification Affiliate shall protect all Confidential Information (as defined below) of the Alliance with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care. Except with respect to performance of obligations in accordance with this Agreement, neither party shall use for its own benefit or for the benefit of any third party, or disclose, publish, release, transfer or otherwise make available to any third party, any Confidential Information of the other party without the other party's prior written consent.

"Confidential Information" includes, without limitation, any material, written documents, specifications, business or financial plans, product designs or plans, network configurations, network architecture, algorithms, specifications for equipment, software, custom hardware, protocols, test plans, test results, test specifications, test scripts, test cases and interfaces related to or utilized in testing, and any data or information in whatever form or media that is provided, used and disclosed by the parties and whether or not such information is marked by the parties as confidential or proprietary. Confidential Information shall not include information that: (a) was independently developed by the receiving party ("Receiving Party") prior to its receipt thereof without violating its obligations hereunder or any of the disclosing party's ("Disclosing Party") proprietary rights; (b) is or becomes publicly known (other than through unauthorized disclosure by the Receiving Party); (c) is received by the Receiving Party from a third party without any obligation of confidentiality; or (d) was already known to the Receiving Party before being disclosed by the Disclosing Party.

Unless otherwise authorized, upon the earlier of termination of this Agreement or request of the Disclosing Party, the Receiving Party shall promptly either: (a) return all Confidential Information of the Disclosing Party; or (b) destroy such Confidential Information and provide certification to the Disclosing Party that all such Confidential Information has been destroyed.

DISCLAIMER OF WARRANTIES

THE ALLIANCE DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (A) ANY WARRANTY THAT THE USE OF ALLIANCE INFORMATION HEREIN OR PERFORMANCE OF THIS AGREEMENT WILL NOT INFRINGE ANY RIGHTS OF THIRD PARTIES (INCLUDING WITHOUT LIMITATION ANY INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENT, COPYRIGHT OR TRADEMARK RIGHTS) OR (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.

IN NO EVENT WILL THE ALLIANCE BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OF DATA, INTERRUPTION OF BUSINESS, OR FOR ANY OTHER DIRECT, INDIRECT, SPECIAL OR EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONTRACT OR IN TORT, IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

DISPUTE RESOLUTION

The following provisions apply in the event of disputes between Certification Affiliate and the Alliance.

Notwithstanding anything else herein, this provision shall apply only to disputes between the Alliance and Certification Affiliate and shall not apply to any disputes between Certification Affiliate and other certification affiliates, members of the Alliance, and/or third parties.

Mediation. The parties agree to first submit any controversy or claim between Certification Affiliate and the Alliance, arising out of or relating to this Agreement, or the breach hereof or thereof, or any rights or materials licensed hereunder or thereunder, to non-binding mediation in California by a mediator to be selected by the parties from among the California chapter of the American Arbitration Association (“AAA”) mediation or commercial arbitration panelists. The parties agree to conduct mediation beginning no later than sixty (60) days after a request by a party hereunder and to mediate in good faith for no less than thirty (30) days before mediation is abandoned.

Arbitration. Any controversy or claim between Certification Affiliate and the Alliance not resolved by mediation, arising out of or relating to this Agreement, or the breach hereof or thereof, or any rights or materials licensed hereunder or thereunder, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules (the “Rules”) of the AAA, and the procedures set forth below. In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below shall control. Judgment upon the award rendered by the arbitrators may be enforced in any court having jurisdiction.

Location. The location of the mediation and arbitration shall be in San Francisco, California.

Selection of Arbitrators. The arbitration shall be conducted by a panel of three (3) neutral arbitrators who are independent and disinterested with respect to the Alliance and Certification Affiliate, this Agreement and the outcome of the arbitration. Each party will nominate one arbitrator, and the arbitrators nominated by the parties will jointly appoint an independent chairman. If no chairman is appointed within 30 days of the appointment of the second arbitrator, the chairman will be appointed by the AAA, in accordance with the Rules. The arbitrators will have no authority to award damages excluded by this Agreement, or damages in excess of the limitations contained in this Agreement.

Case Management. Prompt resolution of any dispute between any Certification Affiliate and the Alliance is important to all parties, and the parties agree that the arbitration of any such dispute shall be conducted expeditiously. The arbitrators are instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events, pre-hearing discovery and activities, and the conduct of the hearing), in order to complete the arbitration as expeditiously as is reasonably practical for obtaining a just resolution of the dispute.

Remedies. The arbitrators may grant any legal or equitable remedy or relief (including injunctive relief) that the arbitrators deem just and equitable, to the same extent that such remedy or relief could be granted by a state or federal court, provided, however, that such remedy or relief is consistent with the remedies and limitations set forth in this Agreement and extend only to disputes between Certification Affiliate and the Alliance. Nothing in this Agreement will prevent either party from resorting to judicial proceedings if interim or provisional relief from a court is necessary either to prevent material prejudice to one party or to third parties, or to prevent or stop a breach of any confidentiality provisions or intellectual property rights.

Expenses. Each party shall bear its own expenses for the arbitration, including expert witness fees and attorneys’ fees. The parties shall share equally in the payment of the arbitrators’ fees as and when billed by the arbitrators.

Arbitration Confidentiality. Except as set forth below, the parties shall keep confidential the fact of the arbitration, the dispute being arbitrated and the decision of the arbitrators. Notwithstanding the foregoing, the parties may disclose information about the arbitration to persons who have a need to know, such as directors, trustees, management employees, witnesses, experts, investors, attorneys, lenders, insurers and others who may be directly affected, provided that the disclosing party shall use commercially reasonable efforts to ensure such parties maintain such information confidential. Additionally, the parties may make such disclosures as are required by applicable law or regulation or the order of any court of competent jurisdiction.

Governing Law; Venue; Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws provisions. For the limited purposes of enforcement of this Agreement, the parties irrevocably consent to the exclusive personal jurisdiction (except as to actions for the enforcement of a judgment, in which case the jurisdiction will be non-exclusive) of the federal and state courts located in Delaware.

GENERAL

Notices. All written notices from the Alliance to Certification Affiliate may be given at the Alliance's option by electronic mail, facsimile telecommunication, commercial delivery service, mail, or similar means, addressed to Certification Affiliate at its address for such form of delivery as it appears on the records of the Alliance. If the address or other contact information of Certification Affiliate changes, it shall be the responsibility of Certification Affiliate to provide the Alliance with updated information.

No Implied Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association among the Certification Affiliate and the Alliance or any of the Alliance members, other Alliance certification affiliates, Alliance vendors or Alliance suppliers, nor an obligation to develop, make available, use, buy, sell or provide any information, product, service or technology, or provide any license and nothing contained in this Agreement. No action taken by Certification Affiliate shall be deemed to render Certification Affiliate an employee, agent or representative of the Alliance.

Assignment. Except as hereinafter provided, Certification Affiliate shall not assign this Agreement to any third party without the prior written consent of the Alliance in its sole discretion. Notwithstanding the foregoing, if Certification Affiliate enters into a transaction pursuant to a purchase, sale, merger or other transfer of substantially all of Certification Affiliate's stock or assets, Certification Affiliate shall have the right to assign this Agreement to its successor-in-interest, provided that such successor-in-interest agrees to be bound by the terms and conditions of this Agreement and subject to the Alliance's consent which shall not be unreasonably withheld. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns, whether such transfer or assignment occurs by merger, consolidation, purchase, operation of law or otherwise.

Further Assurances. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.

Licenses and Permits. Certification Affiliate shall possess or obtain at its own expense all necessary licenses or permits that may be required for implementation of any Alliance Specification including, without limitation, with respect to licenses of intellectual property necessary to implement Alliance Specifications without infringement of intellectual property rights of third parties, including without limitation, of Alliance members.

Enforceability and Interpretation. If any provision of this Agreement is held for any reason to be invalid or unenforceable, the remaining provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the parties' intention underlying the invalid or unenforceable provision. The headings in this Agreement are for reference only and will not affect the meaning or interpretation of this Agreement.

Waiver. No approval, consent or waiver under this Agreement will be enforceable unless signed by the granting party. Failure to insist on strict performance or to exercise a right under this Agreement shall not constitute a waiver of such rights.

Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

Effectiveness. This Agreement shall be effective when the Alliance has received and accepted a signed copy of this Agreement and all required fees and assessments for the initial year of participation as a certification affiliate of the Alliance have been received from Certification Affiliate.

Term. This Agreement shall commence on effectiveness and remain in effect until terminated pursuant to its terms. Either Party may terminate this Agreement without cause with no less than 30 days prior written notice. Notwithstanding the foregoing, the Alliance will only terminate the Agreement without cause if it ceases to offer certification to a class of nonmember certification affiliates for which Certification Affiliate is eligible. This Agreement shall terminate for cause upon the failure of Certification Affiliate to (1) pay required fees and assessments on or before their due date, or 2) conform with the terms and conditions of this Agreement, such termination to be effective thirty (30) days after a written notification of delinquency or breach to Certification Affiliate by the Alliance unless in the case of the first delinquency or breach, or in the case of subsequent delinquency or breach at the Alliance's sole option, such delinquency or breach is fully cured within such 30-day period. Notwithstanding the foregoing, Certification Affiliate's material breach of its confidentiality obligations under this Agreement shall require no cure period prior to termination. Certification Affiliate shall receive no refund of fees or assessments already paid as of termination of this Agreement for any reason.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized.

Alliance:

Certification Affiliate:

LoRa Alliance, Inc.

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address:

5177 Brandin Court,
Fremont, CA 94538 USA

Address:
