

## LoRaWAN® Network Affiliate NetID Policy and Terms

This LoRaWAN® Network Affiliate NetID Policy and Terms (the “NetID Policy”) applies to all NetID allocations by LoRa Alliance® (the “Alliance”) to non-Alliance member network operators who contract with the Alliance to receive a NetID allocation as LoRaWAN® Network Affiliates (each, a “Network Operator”) and governs the use of such NetIDs by each Network Operator under its respective NetID Agreement with the Alliance. This NetID Policy is incorporated by reference into each NetID Agreement.

### Conditions of Net ID Usage

Network Operator is required to limit use of NetID to Open Networks and collaborating Closed/Private Networks as defined below. Only operators of Open Networks, and Closed/Private Networks which collaborate with the other networks can be allocated a NetID and use LoRa preamble sync word 0x34.

*Open Network: A network that offers open connectivity services, i.e., the network operator provides subscription plans for 3rd party users to connect their 3rd party devices to the network.*

*Collaborating Closed/Private Network: A network that is open to 3<sup>rd</sup> party users and their 3<sup>rd</sup> party devices only through an active roaming agreement with the other networks implementing LoRaWAN® compliant roaming.*

Network Operator is required to implement an ADR (Adaptive Data Rate) mechanism that maximizes the device data rate for the current radio link conditions of the device. This does not preclude other ADR objectives/cost function. In any case, devices with fixed hardcoded data rates of SF12 (Spreading Factor 12) or SF11 must not be allowed to join the network.

The Network Operator is not permitted to forward uplink frames to any end-point other than the one(s) provided by the designated assignee on the Alliance NetID allocation table.

### Terms of Allocation

As a non-member of the Alliance, Network Operator is eligible for allocation of up-to 32 (16 at a time or 32 at once) Type 7 NetIDs based on payment of an annual fee and execution of a binding agreement with the Alliance.

Network Operator may apply for 16 or 32 Type 7 NetIDs. The NetID fee is per year. Each NetID allocation is granted for 1 year, and is automatically renewed provided that the Network Operator pays the continuing applicable annual fee for the NetID and remains in full compliance with the NetID Agreement including without limitation this NetID Policy.

### NetID Fees

Network Operator agrees to pay all applicable fees established by the Alliance for access to the LoRaWAN Network Affiliate program. If Network Operator is delinquent in the payment of applicable fees under the NetID Agreement, Network Operator may be suspended from ongoing use of the NetID.

The annual fee shall initially be USD \$500 per a block of 16 Type 7 NetIDs. Network Operator acknowledges that the fees applicable to Network Operators may be changed by the Alliance in its sole discretion from time to time on a prospective basis.

### NetID Remedies

If the Network Operator fails to comply with any of the conditions of NetID usage, Network Operator must promptly remedy any violation to retain the NetID. Failure to promptly remedy any violation may result in the Alliance terminating the NetID allocation. Violation of this NetID Policy by Network Operator may result in termination of status as a LoRaWAN Network Affiliate.

If Network Operator fails to pay applicable ongoing fees or the allocation of NetID is terminated due to failure of the Network Operator to follow the NetID Policy, the NetID allocated to the Network Operator may be returned to the free pool with allocation of the freed NetID to another requesting network operator at the sole discretion of the Alliance.

### Agreement for Publicity re Network Operator

Network Operator agrees that the Alliance may publicly disclose and identify Network Operator in connection with the Alliance listing of NetID allocations and in Alliance publicity related to LoRaWAN Network Affiliates. The Alliance may use the name and logo of Network Operator for such purposes during the period in which Network Operator holds a NetID.

### No Alliance Membership

Participation as a LoRaWAN Network Affiliate does not constitute membership in the Alliance and does not establish any rights for the Network Operator to participate in Alliance activities.

### Use of Alliance Logos Prohibited

Network Operator shall have no right to use any logo, trademark or certification mark of the Alliance. Notwithstanding the foregoing, Network Operator may use the word mark phrase "LoRaWAN® Network Affiliate" in accurate factual statements about its current allocation of NetID from the Alliance. Operator agrees to follow all additional usage guidelines related to the use of the wordmark "LoRaWAN® Network Affiliate" as provided by the Alliance in its sole discretion.

Network Operator shall have no right to list the Alliance's name and logo on Network Operator's website or in advertising and promotion materials. Network Operator 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.

### Additional Covenants of Network Operator

Network Operator agrees to comply with all applicable laws and requirements including without limitation, antitrust statutes, laws and guidelines of each relevant jurisdiction. Network Operator agrees to take no action in contravention of the Alliance's purposes or in contravention of the NetID Policy. Network Operator agrees to avoid public communications about the Alliance and its activities that would be detrimental to the Alliance or the success of the LoRaWAN® standard.

### No Transfer of NetID

Network Operator is not permitted to transfer a NetID to another network operator, except as part of an internal reorganization or change in ownership of the network operator in accordance with the requirements of the Assignment Provision in Other Terms and Conditions below.

## Confidentiality

Network Operator is required to protect all nonpublic information 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.

## 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 THE NETID 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 THE NETID AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

## Dispute Resolution

The following provisions apply in the event of disputes between Network Operator and the Alliance. Notwithstanding any provision herein, this provision shall apply only to disputes between the Alliance and Network Operator and shall not apply to any disputes between Network Operator and other network operators, between Network Operator and members of the Alliance, and/or between Network Operator and third parties.

*Mediation.* It is agreed that any controversy or claim between Network Operator and the Alliance, arising out of or relating to the NetID Agreement, or the breach hereof or thereof, or any rights or materials licensed hereunder or thereunder, must first be submitted 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 Network Operator and the Alliance not resolved by mediation, arising out of or relating to the NetID Agreement, or the breach hereof or thereof, or any rights granted 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 Network Operator, the NetID 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 the NetID Agreement, or damages in excess of any limitations contained in the NetID Agreement.

*Case Management.* Prompt resolution of any dispute between any Network Operator 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 the NetID Agreement and extend only to disputes between Network Operator and the Alliance. Nothing in the NetID 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.* The NetID 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 the NetID 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.

#### Other Terms and Conditions

*Assignment.* Except as hereinafter provided, Network Operator shall not assign the NetID Agreement to any third party without the prior written consent of the Alliance in its sole discretion. Notwithstanding the foregoing, if Network Operator enters into a transaction pursuant to a purchase, sale, merger or other transfer of substantially all of Network Operator's stock or assets, Network Operator shall have the right to assign the NetID Agreement to its successor-in-interest, provided that such successor-in-interest agrees to be bound by the terms and conditions of the NetID Agreement and subject to the Alliance's consent which shall not be unreasonably withheld. The terms and conditions of the NetID 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.

*Amendment.* Network Operator acknowledges that the NetID Policy 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 shall be binding upon Network Operator upon notice of same.

*Notices.* All written notices from the Alliance to Network Operator may be given at the Alliance's option by electronic mail, facsimile telecommunication, commercial delivery service, mail, or similar means, addressed to Network Operator 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 Network Operator changes, it shall be the responsibility of Network Operator to provide the Alliance with updated information.

*No Implied Joint Venture.* The NetID Agreement does not create a joint venture, partnership or other form of business association among the Network Operator and the Alliance or any of the Alliance members, other Alliance network operators, 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 the NetID Agreement. No action taken by Network Operator shall be deemed to render Network Operator an employee, agent or representative of the Alliance.

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

*Licenses and Permits.* Network Operator shall possess or obtain at its own expense all necessary licenses or permits that may be required for its operations and use of the NetID.

*Enforceability and Interpretation.* If any provision of the NetID Agreement is held for any reason to be invalid or unenforceable, the remaining provisions of the NetID 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 the NetID Agreement and this NetID Policy are for reference only and will not affect the meaning or interpretation of the NetID Agreement or the NetID Policy.

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

*Effectiveness.* The NetID Agreement shall be effective when the Alliance has received and accepted a signed copy of the NetID Agreement and all required fees have been received from Network Operator.

*Term.* The NetID Agreement shall commence on effectiveness and remain in effect until terminated pursuant to its terms. Either Party may terminate the NetID Agreement without cause with no less than 30 days prior written notice. Notwithstanding the foregoing, the Alliance will only terminate the NetID Agreement without cause if it ceases to offer NetIDs to non-members. The NetID Agreement shall terminate for cause upon the failure of Network Operator to (1) pay required fees on or before their due date, or 2) conform with the terms and conditions of the NetID Agreement, such termination to be effective thirty (30) days after a written notification of delinquency or breach to Network Operator 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, Network Operator's material breach of its confidentiality obligations under the NetID Agreement shall require no cure period prior to termination. Network Operator shall receive no refund of fees already paid as of termination of the NetID for any reason.