

ASSET TRACKING SERVICE AGREEMENT

This Asset Tracking Service Agreement (the “Agreement”) is made by and between **KDDI America, Inc.** (“KDDIA”) and “Customer”. Customer is the person, firm or corporation, or other entity which orders, cancels, amends, or uses KDDIA Services and is responsible for the payment of charges and/or compliance with the general terms and conditions of the Agreement. KDDIA and Customer are each a “Party” and are referred to collectively as the “Parties” in these Terms.

- NimbeLink Asset Tracking Service with KDDIA (the “Service(s)”)**. The Service will be provided by NimbeLink Corp. (“NimbeLink”) through KDDIA. The Service uses NimbeLink tracking devices (“Asset Trackers”) to collect raw data and transmit it using a cellular data connection to a NimbeLink enablement platform (“NLink”). NLink extracts, augments, formulates, and formats the collected data (e.g. location, temperature, battery, and accelerometer data) (collectively “NLink Push Data”) and sends it to a cloud-based software user interface. The software interface is an application developed by Customer to receive the NLink Push Data, or if agreed to in a supplement (“Supplement”), a NimbeLink provided interface configured by NimbeLink for Customer (“NL Application”). The Service includes updates to Asset Tracker firmware as determined to be useful or necessary by NimbeLink. Use of the Service requires an approved Data Plan which can be provided by the Customer or if agreed to in a Supplement, a NimbeLink provided cellular data plan (“NL Cellular Data Plan”).
- Agreement Supplements**. Pricing, private labeling requirements and other transaction specific terms will be set out in supplements to this Agreement. In addition, other services offered by NimbeLink (eg: NL Cellular Data Plans and NL Application configuration) are described in supplements to this Agreement.
- Application for Service**. The Application for Service is a KDDIA ordering document for specific Services provided hereunder, which sets forth Customer’s specific requirements for such Services and which is executed by Customer and accepted in writing by KDDIA.
- Orders**. Customer shall place orders for products and services via the above noted Application for Service. KDDIA will notify Customer of acceptance or non-acceptance of the order. Terms and conditions contained in a Customer purchase order or any similar document, whether hosted on party’s website or otherwise, shall be ineffective unless expressly incorporated into this Agreement. Each accepted order is separately binding on the Parties and enforceable on its own terms.
- Account and Data Security**. For those aspects of the Service requiring account access, KDDIA will issue usernames and passwords to Customer. Customer represents that all email addresses and account registration information provided to KDDIA is accurate. Customer agrees: (a) to only allow authorized users to access its account; (b) to promptly notify KDDIA if it becomes aware, or should be aware, of any actual or suspected unauthorized use of its account, usernames or passwords, or data and take such action to mitigate the breach, suspected breach, or unauthorized use or disclosure of information within or obtained from the Service as KDDIA may direct, and will cooperate with KDDIA in investigating and mitigating the same; and (c) to promptly fix any bugs in Customer’s software that causes the Service to be accessed incorrectly; for example, software that generates incorrect API calls to the Service, and software that uses incorrect authentication tokens to access the Service. KDDIA reserves the right to block, without liability, any data or account that violates the terms of this Section.
- License Grants**. KDDIA grants Customer a non-exclusive, non-sublicensable, non-transferable license to use the Asset Tracker firmware associated with the collection of data by the Asset Tracker solely as part of the Service. KDDIA grants Customer an irrevocable, non-perpetual, non-exclusive license to reproduce, publish, modify and otherwise use the NLink Push Data extracted by Customer during the term of the Service. KDDIA grants Customer a non-sublicensable, non-transferable, non-exclusive limited right to

access NLink as part of the Service. In the event KDDIA receives Customer information (e.g. email addresses, phone numbers, equipment configurations) in the performance of the Service, Customer grants KDDIA a non-exclusive license to reproduce and use Customer information to provide Services to Customer.

7. **Shipping and Insurance.** The Asset Trackers will be shipped from KDDIA or its contractor's facility to a Customer designated location in the United States of America using a tracked shipment means and carrier selected by KDDIA. Customer receives title to the Asset Trackers and will bear the risk of loss to the Asset Trackers upon delivery of the Asset Trackers by KDDIA or its contractor to the selected shipper ("Delivery").
8. **Inspection and Acceptance.** Customer shall be deemed to have accepted the Service and Asset Trackers upon Delivery unless it notifies KDDIA in writing within seven (7) days that Customer has identified a defect in the condition, product identification, quantity delivered or functioning of the Asset Tracker against the then-current version of published KDDIA/NimbeLink specifications (the "Specifications"). Any use of the Asset Trackers in advance of any such notice constitutes acceptance. Unless otherwise stated in the Agreement, KDDIA may fill orders through partial shipments. Customer shall inspect the condition of packaging upon receipt and make a claim directly from the shipper for any identified damage.
9. **Service Hours.** Maintenance service will be performed between the hours of 9:00 AM and 5:00 PM, Local Time, Monday through Friday, excluding KDDI America, Inc.'s holidays such as : New Year's Day, Martin Luther Kin, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (the "Service Hours"). If any additional services are provided, above and beyond what agreed to in the Application for Service, and/or if any services are provided outside of the above noted Service Hours, said services shall be provided at an additional charge, based on the Standard Additional Charges rates shown on the Application For Service and its referenced attachments.
10. **Invoices and Payments.** The charges for the Services, shall be specified in each respective Application for Service, attached hereto and/or hereinafter executed by Customer. The Customer shall pay the aggregate amount to KDDI within fifteen (15) days of the date posted on each invoice. Any amounts due hereunder that are not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum allowance by law, compounded daily, beginning with the day following the date on with the payment was due, and continuing until paid in full. KDDIA retains a purchase money security interest in all Asset Trackers until the purchase price and associated charges are paid in full. All amounts due are payable in United States Dollars. In the event of Customer's failure to pay invoices when due, KDDIA shall have the rights of a secured Party, in addition to other remedies available to it. Customer shall reimburse KDDIA for all costs and fees incurred by KDDIA in collection of past due amounts. All prices are stated Ex Works the KDDIA or its contractors' facility (IncoTerms©2010). All rates and other charges due hereunder are exclusive of all applicable taxes, including but not limited to value added tax, sales taxes, and duties or levies imposed by any authority, government or government agency (except income tax or other corporate taxes attributable to either Party), all of with shall be paid promptly when due, and each Party agrees to indemnify and hold the other harmless from any liability therefore.
11. **Term and Termination.** This Agreement commences on "Effective Date" and Effective Date is the date on which the signature page of an Application for Service, for the Service provided, is signed by Customer or the date upon which Customer begins using the Service provided, whichever is earlier. The Term of this agreement shall continue in effect for as long as the Term of any Services provided remains in effect, unless terminated in accordance with the provisions of the Agreement. A Party may give the other Party written notice of their desire to terminate this Agreement seventy (70) days prior to the desired termination date. A Party may terminate this Agreement if the other Party fails to perform its material obligations, and such

failure continues for a period of thirty (30) days after written notice of the breach. If a cure cannot reasonably be accomplished within a thirty (30) day period but is capable of cure within a reasonable period, and if the defaulting Party has commenced material steps to cure such breach then the breaching Party shall have up to sixty (60) days to remedy the breach. In addition, a Party may terminate this Agreement if: (i) the other Party makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; (ii) a receiver is appointed for the business or assets of the other Party or is applied for by that other Party; or (iii) the other Party files an action under any federal bankruptcy statute or a third party files such an action against said Party which third party action is acquiesced in by that other Party, and said action is not dismissed within sixty (60) days after it is filed, or results in a determination of the other Party as bankrupt. Upon termination Customer shall immediately pay KDDIA all amounts due and owing KDDIA.

12. Confidential Information. “Confidential Information” means any information disclosed by one party to the other in connection with this Agreement which is marked as “confidential”, “proprietary” or with words to this effect. “Confidential Information” does not include information that: (1) at the time of its disclosure or thereafter becomes part of the public domain through no act or fault of the receiving party; (2) is known to the receiving party at the time of its disclosure by the disclosing party; (3) is independently developed by the receiving party without reference to the Confidential Information disclosed by the disclosing party; or (4) is rightfully disclosed to the receiving party by a third party not subject to an obligation of confidentiality with respect to the information disclosed. The receiving party will: (i) keep Confidential Information of the disclosing party in confidence, using the same degree of care as it uses to protect its own confidential information of like nature, but not less than a reasonable degree of care; (ii) not disclose any of such Confidential Information to any third party except its affiliates, and employees who have a need to know or who because of their position or function in the receiving party's organization would ordinarily be made aware or become aware of such information; and (iii) use such Confidential Information only in connection with the this Agreement. The receiving party may disclose Confidential Information of the disclosing party, without liability for such disclosure, to the extent that such disclosure is: (i) required by applicable law, government authority, duly authorized subpoena, or court order, in which case the receiving party will provide prompt notice to the disclosing party, unless prevented from doing so by said applicable law, government authority, duly authorized subpoena, or court order, and endeavor to give the disclosing party an opportunity to respond prior to such disclosure. As used herein, “affiliate” shall mean any entity which is directly or indirectly controlling or controlled by, or under common control with, Customer. For purposes of this Agreement, “control” (including the terms “controlled by” and “under common control with”) means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

13. Intellectual Property. KDDIA, or its Licensor(s), shall retain all right, title and interest in and to all trademarks, copyrights, patents, confidential information and trade secrets contained in, or represented by, materials, specifications, information, firmware, software and documentation used in and for the Asset Trackers and the Service. Customer will not reverse engineer, decompile or disassemble the Asset Tracker, NLink software or any KDDIA IP and will not otherwise attempt to reconstruct or discover the source code or design or development methods.

14. Warranty and Returns.

A. Limited Warranty. KDDIA has no control over the quality or availability of cellular coverage or Customer's internet connection or coverage. The Service may be subject to outages, interruptions, attacks by third parties and delay occurrences. KDDIA warrants to Customer that the Asset Trackers will conform to the Specifications in all material respects and be free of defects in materials or workmanship for a period of one (1) year from acceptance of a purchase order by KDDIA. KDDIA does not warrant that the Service,

NLink, NL Application or the Asset Trackers will be error-free or that they will perform to the Specifications if used with products and services that are not part of the Service. Without limiting the other herein noted warranty exclusions, KDDIA shall not have any warranty obligation for Asset Trackers: (i) damaged following Delivery (in shipping or otherwise); (ii) altered by Customer or others in any manner; (iii) used in any manner inconsistent with this Agreement; or (iv) caused to fail by a product or service not provided by KDDIA. KDDIA is not liable for any loss or damage arising from unauthorized use of any accounts, usernames or passwords. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH ABOVE ARE THE ONLY WARRANTIES MADE BY KDDIA WITH RESPECT TO THE SERVICE AND THE ASSET TRACKERS; ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

B. Return Procedures. If Customer believes the Service or the Asset Trackers are subject to a warranty claim, Customer shall contact KDDIA and follow the commercially reasonable tests identified by KDDIA to confirm whether a defect exists. If the problem persists, KDDIA will issue a Return Material Authorization (“RMA”) and Customer shall return the affected Asset Tracker by prepaid shipping at its cost to KDDIA according to the instructions in the RMA. Promptly upon receipt, KDDIA will perform factory acceptance tests and similar methods to replicate or confirm the presence of the reported defect. If defects in the Asset Trackers are confirmed, KDDIA shall, in a prompt, commercially reasonable time, at its option either: (i) repair the Asset Tracker, (ii) replace the Asset Tracker with a functionally equivalent Asset Tracker, or (iii) if repair or replacement is not commercially feasible as reasonably determined by KDDIA, refund to Customer the purchase price of the Asset Tracker. KDDIA may request that Customer return an Asset Tracker to KDDIA for repair or replacement. Customer agrees to cooperate with KDDIA and follow the directions in the notice. Repaired or replacement Asset Trackers may be reconditioned or new and will be covered by the remaining term of the original warranty term for the defective Asset Tracker. Risk of loss to Asset Trackers returned by Customer will remain with Customer except when in the possession of KDDIA. Title to all replaced or refunded Asset Trackers will vest in KDDIA upon Delivery of the replacement or payment of the refund. If no defects are identified, KDDIA shall notify Customer of that circumstance in writing. Asset Trackers returned to KDDIA without a valid RMA will be shipped back to Customer unopened at Customer’s cost. KDDIA will return all repaired, replacement, or non-defective Asset Trackers by prepaid shipping at its cost to Customer according to original shipping instructions, or agreed updated instructions and will bill those charges to Customer for unauthorized returns only. The remedies set forth in this Section are the exclusive remedies available to Customer for any claims related to the condition, use or functioning of the Service and the Asset Trackers.

15. Limitations of Damages and Remedies. THE LIABILITY OF KDDIA FOR ANY CLAIMS, WHETHER BASED IN CONTRACT, WARRANTY, TORT OR OTHERWISE, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE, THE DATA PLAN, NLINK, NL APPLICATION, CUSTOMER’S USE OF DATA, OR THE ASSET TRACKERS ARE LIMITED TO DIRECT DAMAGES INCURRED BY CUSTOMER, NOT EXCEEDING THE AMOUNT PAID FOR THE SERVICE OR AFFECTED ASSET TRACKER(S) DURING THE PRECEDING 12 MONTHS. IN NO EVENT WILL KDDIA BE LIABLE FOR DAMAGES ARISING FROM CUSTOMER’S FAILURE TO REPLACE ASSET TRACKERS AS DIRECTED OR NEEDED; OR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE PRICES OF THE SERVICE, ASSET TRACKERS AND DATA PLANS ARE SET AS A CONSIDERATION FOR THESE LIMITS. IN NO EVENT WILL KDDIA BE LIABLE FOR ANY DAMAGES, DIRECT OR OTHERWISE, ARISING FROM A CLAIM: (i) THAT EQUIPMENT, PRODUCTS, OR OTHER ITEMS HAVE BEEN LOST OR MISPLACED WHILE USING AN ASSET

TRACKER OR THE SERVICE; (II); THAT AN ASSET TRACKER OR AN ASPECT OF THE SERVICE WAS NOT FULLY TESTED IF THE FAILURE TO TEST WAS AT THE WRITTEN DIRECTION OF CUSTOMER; (III) THAT AN ASSET TRACKER WAS DAMAGED FOLLOWING DELIVERY; (IV) ARISING FROM THE ALTERATION OF AN ASSET TRACKER, NLINK, OR NL APPLICATION BY CUSTOMER OR A THIRD PARTY; (V) BASED UPON USE OF THE ASSET TRACKERS, NL APPLICATION OR SERVICE OUTSIDE OF THE LICENSES GRANTED IN THIS AGREEMENT OR IN A MANNER INCONSISTENT WITH THE KDDIA SPECIFICATIONS; (VI) ARISING FROM THE FAILURE OF AN ASSET TRACKER, THE SERVICE OR NL APPLICATION IN CONNECTION WITH A PRODUCT OR SERVICE NOT PROVIDED BY KDDIA; OR (VII) BASED UPON CUSTOMER'S FAILURE TO PROTECT ACCOUNTS, USER NAMES AND PASSWORDS FROM UNAUTHORIZED USE.

16. KDDIA SHALL HAVE NO LIABILITY OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE USE OF THE SERVICE, DATA, NLINK, NL APPLICATION OR THE ASSET TRACKERS IN APPLICATIONS WHERE FAILURE OF THE SERVICE OR AN ASSET TRACKER COULD RESULT IN LOSS OF LIFE, SERIOUS PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE INCLUDING, BUT NOT LIMITED TO MEDICAL DEVICES, LIFE SAFETY APPLICATIONS, CONTROLS IN NUCLEAR FACILITIES, AND AIR TRAFFIC CONTROL APPLICATIONS. THE ASSET TRACKERS ARE NOT INTENDED FOR USE IN SUCH APPLICATIONS.

17. **Indemnification**

- a. **Indemnification by KDDIA.** KDDIA shall indemnify, defend and hold harmless Customer, its officers, directors, shareholders and Affiliates, and each of them, from all cost, loss, damage, liability, expense, actions, suits and/or litigation of whatsoever nature, including attorney's fees, arising from Customer's use of the Asset Trackers, NL Application (if applicable) and the Service only to the extent such claim is based upon any allegation that the Asset Tracker or Service infringes any third party patent, copyright or other intellectual property right. Provided, however, that KDDIA shall not be liable to Customer hereunder to the extent that any claim is based upon: (i) an alteration of the Asset Tracker, NL Application or Service by Customer or another or (ii) use of the Asset Tracker, NL Application or the Service outside of the licenses granted herein.
- b. **Indemnification by Customer.** Customer shall indemnify, defend and hold harmless KDDIA, its officers, directors, shareholders and Affiliates, and each of them, from all cost, loss, damage, liability, expense, actions, suits and/or litigation of whatsoever nature, including attorney's fees, arising from (i) the manufacture, sale or use of Asset Trackers, NL Application or the Service to the extent such claim is based upon Customer's specifications; (ii) Customer's failure to obtain any necessary government or regulatory approvals for its use of the Plan Services Asset Trackers or Service or the components thereof; (iii) Customer's failure to comply with applicable import or export control laws; (iv) an KDDIA's use of any trademark or services mark provided by Customer for private labeling violates the trademark or service mark rights of any third party; or .
- c. **Indemnification Procedures.** A party seeking indemnification will: (i) provide prompt written notice of such claim to the indemnifying party in time to avoid prejudice to the legal position to be defended; (ii) provide the information in its possession or control as reasonably requested by the indemnifying party; (iii) confirm the authority of the indemnifying party to act in the defense of the claim; and (iv) provide such other reasonable assistance in the defense or settlement of such claim as requested by the indemnifying party. The indemnifying party shall have sole control of the defense of such claim and may settle or otherwise resolve such claim in its discretion provided that no such settlement shall

require the indemnified party to admit any wrongdoing or perform any actions other than payment of amounts received by it from the indemnifying party without the prior written approval of the indemnified party, which it may grant or withhold in its sole discretion. The indemnified party may monitor the proceedings with counsel of its own selection, but at its sole cost, which costs shall not be part of the indemnified obligation. The indemnification provisions of this Agreement shall survive its termination.

- d. **Remedies.** If the Asset Trackers, NL Application or the Service, or use thereof by Customer are judged to violate a patent, copyright, trade secret or trademark right for which KDDIA is obligated to provide indemnity and Customer is enjoined from the use of the Asset Trackers, NL Application or Service, or KDDIA determines that such infringement is likely, then KDDIA may resolve that circumstance by, in its judgement and at its expense, determining to either (i) procure for Customer the right to use the Asset Trackers, NL Application and Service free of liability for infringement so long as this Agreement remains in effect or (ii) modify or replace the Asset Trackers, NL Application or Service with an alternate having materially equivalent or better functionality and performance.
 - e. **Sole Remedy.** This Section sets forth the entire liability of the Parties with respect to any claim requiring indemnification according to its terms and is in lieu of all other covenants and all warranties, whether express, implied, or statutory with respect thereto.
18. **Electronic Interchange; Notice:** Each Party agrees that Notices provided to the other related to the Agreement will be valid if sent by email to authorized addresses (notwithstanding any failure of the recipient's email system, spam filters or similar impediments) or by courier service or regular U.S. mail to the authorized address. Emails constitute writings and electronic facsimiles of original signatures constitute written approval for purposes of the Agreement (including pdf or any other electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com).
19. **Waiver:** No failure by either party hereto, to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by either party preclude any other or future exercise of any right hereunder by that party.
20. **Severability:** If any one or more of the provisions of this Agreement is or becomes invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not in any way be affected, prejudiced or impaired.
21. **Assignment:** This Agreement is not assignable by either party in whole or in part without the written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to any of its Affiliates or to the purchaser of substantially all of its assets.
22. **Independent Contractors.** The relationship between the Parties under this Agreement is that of independent contractors. Neither party may act for the other in any agency or any other capacity nor to make commitments of any kind for the account of or on behalf of the other Party.
23. The following paragraphs will survive the termination of this Agreement: 12, 13, 14A, 14B, 15, 17a, 17b, 17c, 17d and any other paragraphs that by their nature should survive shall survive as well.
24. **Export and Compliance.** Customer acknowledges that the Asset Trackers or the Service may be subject to U.S. export and re-export control regulations and may be subject import regulations of other countries. Each Party confirms and agrees to maintain compliance with all laws and regulations applicable to it in any

way related to the Services, the Products or the Agreement, including, without limitation, labor laws and regulations and anti-bribery laws such as the U.S. Foreign Corrupt Practices Act.

25. **Force Majeure:** Neither party shall be liable for any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, act of Nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure. This provision shall not be construed as relieving either party from its obligation to pay any sum due to the other party for Services actually rendered prior to the Force Majeure event.
26. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. Any dispute or controversy arising under or in connection with this Agreement and/or any applicable Application for Service shall be settled by binding arbitration, conducted before one (1) arbitrator, in accordance with the commercial rules of the American Arbitration Association then in effect. Judgment may be entered on the award of the arbitrator in any court having jurisdiction. Each party shall bear its own fees and expenses (including all legal fees and related expenses) associated with such arbitration. Any determination by such arbitrator shall be consistent with the provisions of this Agreement as set forth herein. Any Claim in any form based on any cause of action or legal theory must be brought within one (1) year after the date the cause of action underlying that Claim first accrued. The arbitrator shall have experience in commercial contracts similar to this Agreement. In the event the parties cannot agree on a single arbitrator within 30 days of a party initiating arbitration proceedings, the parties will request a list of arbitrators with commercial contracts experience and the third person on the list will be the arbitrator. If that arbitrator is unwilling or unable to serve, the parties will continue to down the list until an arbitrator is found. All arbitration related proceedings requiring a physical presence will occur in Los Angeles, CA.
27. **Complete Agreement.** This Agreement together with its supplements and the herein referenced Application for Service (collectively herein referred to as the “Agreement”) constitutes the complete agreement between the parties respecting the subject matter. This Agreement may not be extended, amended, terminated, or superseded except by agreement in writing between the parties. This Agreement supersedes all previous agreements between the KDDIA and the Customer, whether oral or written, regarding subject matter hereof. Standard terms and conditions of a Customer purchase order or any similar document, whether hosted on party’s website or otherwise, shall be ineffective unless expressly incorporated into this Agreement. There are no intended third-party beneficiaries to this Agreement. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
28. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.