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| EchoStar Mobile Interoperability Relay Program EIRP |
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EchoStar Mobile Limited (“EML”), under this EIRP Program, is pleased to offer to Participant for demonstration purposes the EchoStar Mobile EM-SR LoRaWAN® Satellite Relay with associated documentation/materials and connectivity services (“Products”) as listed in Table 1 of Exhibit 1 of this Agreement under the terms set forth herein.

1. The EIRP begins on the date the Products are shipped by EML to Participant and will terminate no later than 180 days after that date. This period will be referred to in this Agreement as the “Program Period.”
2. EML will deliver the Products to Participant at no charge. Participant shall provide their own End Nodes compatible with Relay specifications at their own cost. Participant shall promptly return the Products at the end of the Program Period in good condition (fair wear and tear excepted). Return of the Products will be at Participant’s expense. If Participant fails to return the Products to the agreed return address within fifteen (15) business days from the end of the Program Period and in accordance with the aforementioned process, Participant may be invoiced for the full list price of the Products which shall be paid in full upon receipt of the invoice. Should the Products be damaged beyond repair or lost while in Participant possession, Participant agrees to reimburse EML the full list price.
3. EML shall at all times retain all right, title and interest to all Products provided under this Agreement. Participant agrees that it will not pledge, mortgage, grant a security interest in, or otherwise encumber the Products (or any component thereof) while they are in Participant possession. Participant further agrees that, upon EML’s request, Participant will affix a label to the Products identifying EML as the owner of the Products. Notwithstanding the foregoing, EML is granting Participant a limited, royalty-free, nonexclusive, non-transferable license to use, but not to redistribute, the Products solely for purposes of demonstration and test, and solely during the Program Period. Any right not granted hereunder is specifically reserved by EML, including, but not limited to the right to copy, modify, embed, or sell the Products or any parts thereof. Unless Participant have first received EML’s written permission to do so, Participant shall not export the Products outside of the Participant territory. Participant assumes all responsibility for operation of the Products, transaction costs, installation charges, risk of loss, damage, theft, or destruction, use charges, transfer charges, like costs, and associated taxes related to the Agreement. Participant may maintain, at Participant expense, adequate property insurance covering the replacement cost of all Products for the duration of the Agreement.
4. It is expressly agreed that the execution of this Agreement and the delivery of Products and/or other services under this Agreement will be subject to all applicable export controls imposed or administered by (i) the United States, (ii) EML’s home jurisdiction if not the United States, (iii) Participant’s home jurisdiction, (iv) the country where the Products and/or other services originate. Each Party warrants that it shall not, directly or indirectly, use, sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any products, software, source code, technology (including products derived from or based on such software, source code or technology), or services received from or provided by EML to any person, entity, end-user or destination prohibited by such Trade Controls without obtaining any required government authorization. It is also understood that EML and its personnel will not provide technical support or other services or equipment, including the Services and the Equipment, (directly or indirectly) to any non-U.S. military or paramilitary organization without obtaining appropriate government authorization. Participant certifies that Participant will notify EML in advance if Participant intend to seek any technical support or service on behalf of a non-U.S. military or paramilitary organization. Before providing any such technical support or services, EML will seek appropriate government approvals.
5. Notwithstanding any other provision of this Agreement, EML shall not be required to perform any act or obligation under this Agreement that would be prohibited, or would otherwise subject EML to a substantial risk of material fines, penalties or other adverse consequences, under any applicable Trade Controls, and EML shall be entitled to take any action reasonably necessary to ensure compliance with, or avoid material fines, penalties or other adverse consequences under, such Trade Controls. The obligations stated herein shall survive the expiration, cancellation or termination of this Agreement or any other related agreement/contract.

6. In connection with any demonstration of the Products, Participant may receive EML Proprietary Information. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws, information regarding EML's hardware, software, and service products, technical, financial and marketing data, and information on echostarmobile.com. Participant agrees to use this Proprietary Information solely for the purpose of evaluating the Products, to not disclose any Proprietary Information to third parties, and to use the same means to protect against unauthorized use and disclosure of the Proprietary Information that Participant uses to protect its own confidential information, but in no event less than a reasonable degree of care. Participant also agrees that all use of the Products during any Program Period will be consistent with and in accordance with the provisions of the Software License supplied by EML with the Products and all mandatory applicable law. Participant further agrees that Products will not be sold, transferred, altered, decompiled, disassembled or reverse-engineered in any way during any Program Period. Products are provided on an "as is" basis. EML expressly disclaims all warranties, express or implied, to the greatest extent permitted by applicable law. Except for liability arising out of Participant breach of EML's proprietary rights or software license, in no event shall either party or their respective suppliers be liable for any direct, indirect, special or consequential damages, lost profits, or lost data, even if either party or its suppliers have been informed of the possibility thereof.
7. In exchange for Participant use of the Products during the Program Period, Participant will provide feedback, output files and / or data generated as a result of the Agreement to EML concerning the functionality and performance of the Products from time to time as reasonably requested by EML, including, without limitation, identifying potential errors and improvements ("Feedback"). Participant confirms hereby that Feedback is not subject to any license terms that would require EML to comply with any additional obligations with respect to any EML product, technology or service that incorporate any Feedback. Feedback is expected from Participant in accordance to Table 2 of Exhibit 1. By providing Feedback to EML, Participant grants EML a worldwide, non-exclusive, perpetual, irrevocable, royalty free licence to:
- make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any EML product, technology, service, specification or other documentation;
 - publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any EML product, technology or service;
 - solely with respect to Participant copyright and trade secret rights, to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; and
 - sublicense to third parties any claims of any patents owned or licensable by Participant that are necessarily infringed by a third-party product, technology or service that uses, interfaces, interoperates or communicates with the Feedback or portion thereof incorporated into an EML product, technology or service.
8. To the extent that Participant decide to use the Products to process personal data (as defined by the Data Protection Act 2018) Participant shall do so in compliance with all applicable data privacy laws and indemnify EML in full against any and all third-party claims arising from Participant failure to do so, including failure to delete all such data at the end of the Agreement.
9. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement, except that either party may bring proceedings for an injunction in any jurisdiction.

Participant indicates acceptance of the terms of this Agreement by filling and submitting the [EIRP Application Form](#).

EML Contact: Matt Eynon

Email: m.eynon@echostarmobile.com

Exhibit 1 – Table 1

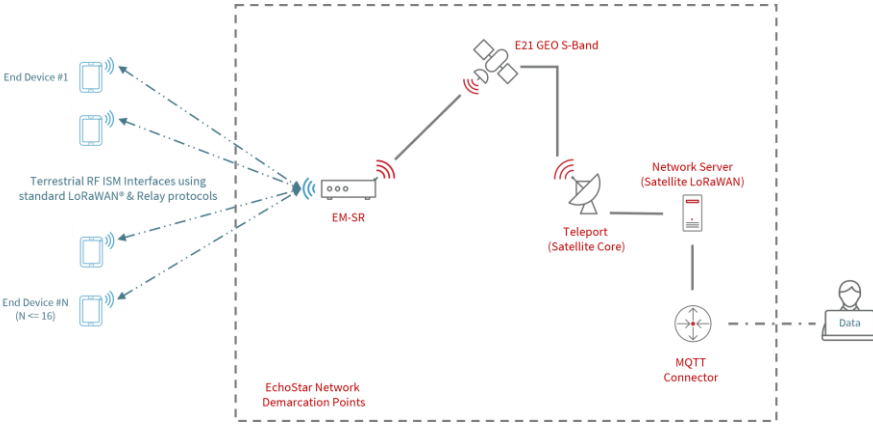
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| HARDWARE | EM Hardware | EML will make available to Participant free-of-charge 1 (one) unit of EM Hardware Satellite Relay “EM-SR” |
| SATELLITE CONNECTIVITY | Airtime | <p>EML will make available to Participant free-of-charge satellite connectivity according to the following traffic pattern:</p> <ul style="list-style-type: none"> • Up to 1 Emsg per minute per End Node connected to the EM-SR • Up to a maximum of 150,000 Emsg over the entire Program Period |
| NETWORK ARCHITECTURE OVERVIEW | | |
|  <p>The diagram illustrates the network architecture. On the left, multiple end devices (End Device #1 to End Device #N, where N ≤ 16) are connected to an EM-SR (EchoStar Mobile Satellite Relay) via terrestrial RF ISM interfaces using standard LoRaWAN® and Relay protocols. The EM-SR is connected to an E21 GEO S-Band satellite. The satellite is connected to a Teleport (Satellite Core), which is connected to a Network Server (Satellite LoRaWAN). The Network Server is connected to an MQTT Connector, which is connected to a Data endpoint. A dashed box labeled 'EchoStar Network Demarcation Points' encloses the EM-SR, the satellite, and the Teleport.</p> | | |
| DATA DELIVERY | MQTT | EML will deliver data through its own MQTT broker. |
| PROGRAM | By-Weekly Progress Meetings | In accordance with section 7 of this Agreement, Participant and EML shall maintain by-weekly meetings to appraise each Party of testing progress, issues, requirements, functionality and performance of the Products including, without limitation, identifying potential errors and improvements. |

Exhibit 1 – Table 2

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| FEEDBACK | Final Report | <p>In accordance with section 7 of this Agreement, Participant shall, at the end of the Program Period, provide a Final Feedback Report including all tested scenarios with, as minimum, the following data:</p> <ul style="list-style-type: none"> • Test environment (schematics and pictures) • End Nodes (model, location, etc) • Relay location • Collected metrics |
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