

TELUS Global Connect – Agreement for Trial SIM Card Kits

This proof of concept agreement (the “Agreement”) is between TELUS Communications Inc. and the Customer, and, if applicable, between TELUS Communications (U.S.) Inc. and Customer. TELUS Communications (U.S.) Inc. will be solely responsible for providing the Service in the U.S. and TELUS Communications Inc. will be solely responsible for providing the Service in Canada and elsewhere outside of Canada and the U.S., each entity being individually responsible for the rights and obligations under this Agreement as they apply to the Service provided by each entity. TELUS under this Agreement means the particular entity which is providing the Service. This Agreement consists of the sections titled “SOLUTION DETAILS”, “GENERAL TERMS AND CONDITIONS”, “SERVICE SPECIFIC TERMS AND CONDITIONS” and all documents and web pages referred to in all of these sections. If there is any conflict between these sections, they will take precedence in reverse order to the order listed, and all of these sections take precedence over any documents or published rate plans referred to in these sections. The Customer acknowledges that it has read and that it understands this Agreement and that this Agreement includes limitations and exclusions of liability. The Customer and TELUS agree to be bound by the terms and conditions in this Agreement.

A. GENERAL TERMS AND CONDITIONS

1. SERVICES

TELUS agrees to provide to the Customer the services as further detailed in Section B-2 (TELUS Global Connect Service”) as part of the Customer TGC Service Trial SIM cards the terms and conditions set forth in this Agreement, in TELUS’ coverage areas in Canada, the United States and in areas outside Canada and the U.S. described in Section C-1.3 (together, the “Coverage Areas”). “Global Machine to Machine Services” means wireless communication service for the receipt and transmission of data, information or messages (excluding voice and mandatory emergency services), as further described in Section C-1 hereof, and “TELUS Global Connect Service” or “TGC Service” means the services described in Section C-2 hereof. “Customer” means the entity described in the Solution Details. “Customer Device” means a radio terminal device or a subscriber identity module (“SIM”) that is authorized by TELUS for use with the Services and that is owned by the Customer. “Customer Solution” means the solution that is accessed through the Customer Devices.

2. TERM

The Services will begin on the day TELUS ships out the TGC Service SIM cards to Customer and end after the specified time period as indicated in the Customer TGC Service Trial Kit Plan

CHARGES AND PAYMENT

During the Agreement Term, TELUS will bill the Customer for, and the Customer will pay, all charges specified in Section C-3 and all applicable assessments, levies, fees, government charges or taxes relating to the Services. Administrative and collection charges, including reasonable legal fees, may apply in accordance with TELUS rules and policies. Amounts due, but not received by TELUS before the date indicated on the bill for purposes of late payment charges will be assessed at a rate of 3% per monthly billing cycle (compounder to 42.58% per year) calculated from the billing date.

3. PROPERTY RIGHTS

Title to, ownership of and all intellectual property rights in any facilities, equipment, software, systems, processes and documentation used by TELUS to provide the Services and all enhancements on them (“Service Components”) will be and remain with TELUS or its Suppliers. Except as expressly set forth

elsewhere in this Agreement, this Agreement does not grant to the Customer any intellectual property rights in or to any Service Components. The network used by the Supplier to provide the Services and all enhancements on them ("Service Components") will be under the ownership of TELUS. Except as expressly set forth elsewhere in this Agreement, this Agreement does not grant to the Supplier any intellectual property rights in or to any Service Components.

4. USE OF SERVICES

Customer will not: resell or share the Services; use the Services to operate an e-mail, web, news or other similar service; use the Services to transmit or send any annoying, inappropriate, improper, excessive, threatening or obscene material or to otherwise harass, offend, threaten, embarrass, distress or invade the privacy of any person; engage in any activity that could compromise the security of or disrupt or interfere with the Services or any network or computers on the Internet or disrupt or interfere with the services of any Internet access provider; use unauthorized equipment with the Services; reproduce, alter, adjust, repair or tamper with any signaling, identification (including the MIN, ESN, IMEI, IMSI, and other numbers) or transmission function or component of any device used with the Services, and will not permit anyone other than a TELUS authorized person to do so. Customer will not use any Customer Device or product with the Services unless such Customer Device or product has been authorized by TELUS for use with the Services and will only use Customer Devices that are compatible with the Services.

5. LIMITATIONS OF THE SERVICES

The Services are provided on an "as is" and "as available" basis. Customer's use of the Services is at Customer's sole risk. TELUS does not guarantee timely, secure, error-free or uninterrupted Services or receipt of material or messages transmitted over or through TELUS' network or the networks of other companies or through the Internet. The Services may fail or be interrupted for reasons including environmental conditions, technical limitations, defects or failures, limitations of the systems of other telecommunications companies, emergency or public safety requirements, or causes beyond TELUS' reasonable control. TELUS disclaims all representations, warranties and conditions (express, implied or statutory) relating to the Services and any Customer Device, and all warranties, representations and conditions are, to the extent permitted by applicable law, excluded. The area in which TELUS provides the Services may be enlarged or reduced in scope from time to time at TELUS' discretion. To maintain or improve the Services, or for other business reasons, TELUS may make changes to TELUS' networks and other facilities, and may suspend, restrict, or modify the Services without notice to Customer. TELUS may terminate the Services upon reasonable advance notice to the Customer if TELUS is ceasing to operate the network facilities used for the Services.

6. ROAMING

If Customer Devices roam outside of TELUS' coverage area as defined in Section C.1.3. Customer is responsible for all applicable charges, and is subject to the terms and conditions of service (including limitations of liability) imposed by the wireless service provider providing the M2M Services.

7. MONITORING AND NETWORK MANAGEMENT

TELUS has the right, but not the obligation, to monitor or log any TELUS Internet site or use of the Services that is necessary to satisfy any legal requirement, or to enhance operating efficiencies, improve service levels, assess customer satisfaction, or protect TELUS or its customers from unwanted use of certain services or applications. TELUS has the right to delete, remove or block access to any Internet capability, data, content, or products or services available or transmitted through the Services that TELUS, at its discretion, determines to be unacceptable or in breach of this Agreement. To ensure fair network access to all users, TELUS may manage network resources using methods including: (a) allocating bandwidth, which may limit the availability or speed of data service; (b) filtering for spam and malicious content, which may occasionally result in unintended blocking of inoffensive content; and (c) restricting the network access available to specific transmission protocols.

8. ONLINE SERVICES

Customer is responsible for maintaining the confidentiality of all log-in names and passwords used to access Customer's account through TELUS' web-based account management portal and for all uses of the account management portal, by anyone using those log-in names and passwords.

9. LIMITATION OF LIABILITY

TELUS is not responsible for and shall not have any liability to Customer for (a) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over the telecommunications network of TELUS or recorded on the equipment of TELUS; (b) damages arising out of Customer's act, default, neglect or omission in the use or operation of equipment activated on the telecommunications networks of TELUS; (c) damages arising out of the transmission of material or messages over the telecommunications networks of TELUS on Customer's behalf, which is in any way unlawful; or (d) any act, omission or negligence of other companies or telecommunications systems in relation to the provision of the Services, when the facilities of such other companies or telecommunications systems are used in establishing connections to or from facilities and equipment controlled by Customer. TELUS shall not be liable to Customer or to any other person for any loss of profits or business opportunities, loss of data or information, or for any punitive, consequential, incidental or indirect damages, arising out of or in connection with the provision, use or failure of the Services, or any Customer Device or other devices used with the Services, whether claimed in contract, tort or otherwise, and even if TELUS could reasonably foresee or has been advised of the possibility of such damages. In no event shall the aggregate, total liability of TELUS and its Affiliates for any damages, losses and causes of action (whether claimed in contract, tort or otherwise) arising out of or in connection with the provision, use or failure of the Services, or any Customer Device or other devices used with the Services, including damages for physical injury, death or damage to property, exceed an amount equal to one (1) month of charges paid by Customer under this Agreement.

10. INDEMNITY

Customer will indemnify TELUS for, and save TELUS harmless from and against all damages, losses, expenses, actions, claims, liabilities and judgments (including legal fees and courts costs) (collectively, "Claims") sustained by or made against TELUS arising out of or in connection with in any way: (i) the Use of the Services, any other use of the Services by the Customer, the Customer Users or any other person, including any Claims sustained by or made against TELUS arising out of or in connection in any way with the inability of the Customer, the Customer Users or any other person to use the Services, or any failure or interruption of the Services, (ii) the use of the Customer Solution, or (iii) the use of the Services or the Customer Solution with any data, software, or Customer Device used by any person with the Services, even if such use is unauthorized.

11. CONFIDENTIALITY

11.1 Customer's Information. Unless Customer provides express consent or disclosure is pursuant to a legal power, all information kept by TELUS regarding Customer, other than Customer's name and address, is confidential and may not be disclosed by TELUS to anyone other than: Customer or a person who in the reasonable judgement of TELUS is seeking the information as Customer's agent; another telecommunications company, or a person or company.) that is providing services to TELUS or another telecommunications company, but only if the information is to be used for the establishment of, or the efficient and cost effective provision of, telecommunications service and the disclosure is made on a confidential basis with the information to be used only for that purpose; a directory or listing service company for the purpose of listing Customer's name, address and phone number if Customer consents and if that company agrees to use the information only for that purpose; an agent used by TELUS to evaluate Customer's credit or collect outstanding balances owed to TELUS by Customer, if the agent requires the information and agrees to use the information only for that purpose; a public authority or its agent if TELUS reasonably believes that there is

imminent danger to life or property that could be avoided or minimized by disclosure of the information; a law enforcement agency if TELUS reasonably believes that Customer or anyone using Customer's phone is engaged in fraudulent or unlawful activities against TELUS. Express consent may be taken to be given by Customer where Customer provides: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent, where an audio recording of the consent is retained by the carrier; or consent through other methods, as long as an objective documented record of Customer consent is created by Customer or by an independent third party. Customer may inspect any TELUS records related to the provision of Customer's service, provided that Customer pays TELUS' related extraordinary costs. Customer may request that Customer's name and address not be included on any list provided to any other person or used by TELUS.

11.2 TELUS' Information. This Agreement, all information provided by TELUS to Customer in connection with the Services or this Agreement, including rates and charges, and communications between Customer and TELUS in connection with the negotiation of this Agreement, are confidential information of TELUS. Customer shall not disclose any such confidential information to any other person without the prior written consent of TELUS, and shall only use such confidential information to exercise its rights or perform its obligations under this Agreement. These confidentiality obligations do not apply to any information: (a) previously known to Customer free of any obligation to keep it confidential; (b) generally available to the public other than by unauthorized disclosure; (c) developed by or on behalf of Customer independent of any confidential information provided by TELUS; (d) required to be disclosed by law or by any governmental agency having jurisdiction, provided that Customer promptly notifies TELUS of the requirements to disclosure and cooperates with TELUS to limit or avoid such disclosure by any lawful means. The obligations in this section shall survive the expiration or termination of this Agreement for a period of three years.

12. OTHER

Interpretation. The words "including" and "includes" mean "including without limitation" and "includes without limitation". All dollar amounts in this Agreement refer to Canadian currency. An "Affiliate" means any entity controlling, controlled by or under common control by a party where control means the ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

Assignment. The Customer will not assign all or any part of this Agreement or all or any of its rights or obligations under this Agreement (including by means of contracting-out or otherwise) without the prior written consent of TELUS. TELUS may assign all or any part of this Agreement or all or any of its rights, interests or obligations under this Agreement without consent of the Customer and, in such case, TELUS will be released from its rights and obligations pursuant hereto. The Client will be notified in writing of such assignment.

Execution. The Customer acknowledges that TELUS is free to choose the means of performing the Services and may therefore subcontract the performance of the Services or otherwise use Suppliers provided that TELUS will not be relieved of its obligations under this Agreement.

Relationship. This Agreement does not create or imply any mandate, partnership, association or other joint relationship between the parties and does not authorize either party to bind or obligate the other in any way.

U.S. Service. If the Services under the Agreement are provided by TELUS Communications (U.S.) Inc. to Customer within the U.S., the parties acknowledge and agree that those U.S. Services may be subject to the jurisdiction and oversight by the Federal Communications Commission ("FCC") or the Federal Trade Commission ("FTC") even if the Customer is not a U.S. based Customer. As a condition of TELUS providing the U.S. Services pursuant to this Agreement, the Customer must abide by the applicable privacy rules for the Services as promulgated by either the FCC or the FTC. The parties acknowledge and agree that all terms and conditions of service for the U.S. Services may differ from the General Terms and Conditions of service for any Canadian based Services subject to the CRTC.

Law. TELUS and the Customer shall comply with all laws applicable to the exercise of their rights and performance of their obligations under this Agreement. This Agreement shall be subject to and interpreted in accordance with the federal law of Canada and the laws of

the Province of Ontario, without regard to that province's choice of law rules. Venue and jurisdiction shall be in such province. Economic Sanctions and Export Control Laws. All Canadian Applicable Laws governing transactions in controlled goods or technologies or dealings with countries or Persons subject to economic sanctions and similar measures, including, for clarity, the Special Economic Measures Act, the United Nations Act, Justice for Victims of Corrupt Foreign Officials Act (Sergei Magnitsky Law), the Freezing Assets of Corrupt Foreign Officials Act, Part II.1 of the Criminal Code and the Export and Import Permits Act and any related regulations. Economic Sanctions and Export Control Laws also include all Applicable Laws imposed by the Governmental Authorities of the United States of America, other foreign countries or organization of nations within whose jurisdiction the Customer operates or does business regarding export control, such as (without limiting the foregoing): the Export Administration Regulations maintained by the United States of America Department of Commerce, trade and economic sanctions maintained by the United States of America Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the United States of America Department of State. Export Controls. TELUS will not be obliged to perform any obligation under this Agreement if this would be in violation of, inconsistent with, or expose TELUS to punitive measures under any applicable export control, trade or economic sanctions, embargo or similar Applicable Laws, including Economic Sanctions and Export Control Laws. Where TELUS performance of its obligations under this Agreement would be in violation of, inconsistent with, or expose TELUS to punitive measures under any applicable Economic Sanctions and Export Control Laws, TELUS will, as soon as reasonably practicable, give written notice to the Customer of its inability to perform its obligations. Once such notice has been given, TELUS will be entitled to immediately suspend the affected obligation (whether payment or performance) until such time as TELUS may lawfully discharge such obligation; without any liability whatsoever (including any damages for breach of contract, penalties, costs, fees and expenses). The Customer represents and warrants that neither itself nor any Customer User is a Sanctioned Person, is owned or Controlled by a Sanctioned Person, and is acting on behalf of or for the benefit of or at the direction of a Sanctioned Person. Furthermore, the Customer will not become owned or Controlled by a Sanctioned Person, or act on behalf of or for the benefit of (including Customer User) or at the direction of a Sanctioned Person, or assign this Agreement to any Sanctioned Person. The Customer represents and warrants that none of its directors, officers and senior managers is a Sanctioned Person, is acting, or will act, on behalf of or for the benefit of or at the direction of a Sanctioned Person, or is or will otherwise become associated with a Sanctioned Person. Force Majeure. TELUS is not responsible for performance of, or in default of, any obligation or provision of this Agreement where delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, legislation, regulation, judicial order, acts of civil or military authorities, terrorism, accidents, fires, epidemics, pandemics, natural disasters or other catastrophes or events beyond the reasonable control of TELUS and its Suppliers. Notices. Except as expressly set forth elsewhere in this Agreement, all formal notices under this Agreement will be given in writing by mail, courier or fax to the Customer at its main address specified in the Solution Details, and to TELUS at at 25 York Street, Toronto, Ontario M5J 2V5, Attention: VP, Internet of Things.. Entire Agreement. Any terms and conditions in a purchase order or other similar document issued by the Customer in relation to any Services that are different from or in addition to those in this Agreement are not binding on and are rejected by TELUS. This Agreement, constitutes the entire agreement between the parties, and supersedes all prior written and oral communications and agreements between the parties concerning the Services. All changes to this Agreement will be agreed to in writing and signed by both parties. Waiver and Changes. Any modifications or amendments to, or cancellations or waivers of, this Agreement must be in writing and signed by both Customer and TELUS. Despite the foregoing, TELUS may change the General Terms and Conditions by giving 30 days notice to Customer where such change is mandated by the Canadian Radio-television and Telecommunications Commission or any other government agency. Language. The parties acknowledge that

they have expressly required that the present Agreement be drafted in the English language. Les parties reconnaissent avoir expressément exigé que le Contrat soit rédigé en anglais. Copyright of the Agreement.

B. SERVICE-SPECIFIC TERMS AND CONDITIONS

1. GLOBAL MACHINE TO MACHINE SERVICES

The Service Terms and Conditions in this Section C-1 apply to the Machine to Machine Services provided to Customer in Canada, in the U.S. and outside of Canada and the U.S. (the Machine to Machine Services provided being the “Global M2M Services”). The Global M2M Services include the ability to use SIMs in the Coverage Areas listed Section C -1.3 below.

1.1 Customer Responsibility for Data

The Customer is solely responsible for all information, data, software or other material or content transmitted, stored or received by the Customer using the Services (“Customer’s Content”). TELUS exercises no control whatsoever over the content, accuracy or quality of any Customer’s Content. TELUS is not responsible for detecting errors or anomalies or for recreating or re-transmitting data.

1.2 Access Point Names

The default Access Point Name (“APN”) for Customer Devices using the TGC Service is global.telus.iot. Customer may not use the APN sp.telus.com to establish a data connection to the TELUS network. Use of this APN will result in additional charges payable by Customer.

1.3 Coverage Areas

TELUS will provide the Global M2M Service in the geographical areas as indicated within Customer TGC Trial Kit Plan. Roaming is available on TELUS’s list of roaming partners only. No access to other carriers is available.

2. TELUS GLOBAL CONNECT SERVICE

2.1. TELUS Global Connect Service

TELUS shall grant Customer access to TELUS Global Connect Service (the “TGC Service”). The TGC Service is comprised of a hosted platform and SIM card management software as a service that has been provided to TELUS by its third-party vendor, Eseye, Inc. (“Eseye”). The TGC Service is intended solely for the management of machine-to-machine electronic devices. The TGC Service includes the following platform applications (“Platform Apps”): automated provisioning, real time diagnostics, analytics reports, custom alerts, flexible plans, inventory management, automation API, subscription generator and enterprise self-service. TELUS’ own platform applications and services are not included in the GMP Service. The Platform Apps may be renamed, consolidated or updated from time to time at the discretion of Eseye and/or TELUS, and the Platform Apps’ features are subject to Eseye’s and/or TELUS’ specifications and documentation, which may also be updated from time to time at their discretion. For greater certainty, the GMP Service could be Eseye and then, modified into a TELUS branded platform. TELUS shall also grant Customer access to the TELUS Global Connect global IoT Data/SMS network, which provides 3G / LTE IoT coverage across 190 counts via 700+ partner networks. Data/SMS access will be provided via the TELUS Global Connect SIM card, which will enable data/SMS access globally to Customer.

3. CHARGES FOR THE SERVICES

Customer shall be responsible for all charges and fees incurred as indicated on the TGC Service Trial Kit Plan.

Professional Services - Not Applicable

Installation Services - Self-Install: Customer will perform the installation of SIMs into their Customer Devices.

Removal Services - Customer will remove the SIMs from their devices and dispose of SIMs.

4. ADDITIONAL TERMS AND CONDITIONS

4.1 Service Delivery

The TGC Service delivery uses a series of network and device analysis tools to recommend which IMSIs may need to be steered into which Customer Devices in order to optimize connectivity. Service delivery works will

with the Customer deployment team to plan and implement the deployment. Additionally, as TELUS monitors all the global interconnects we have with MNOs and can see that service will degrade before it does, (for example increasing prevalence of signaling storms on the MNO network), TELUS uses this data to provide remediation to our Customers to switch the network IMSI.

4.2 Device Functional Onboarding

TELUS may not guarantee that all Customer Devices will be aligned to Customer's specifications. Notwithstanding the foregoing, TELUS may provide reasonable support to Customer to onboard specified Customer Devices in order to validate Customer Device operations (IMSI switching and MNO carrier switching) according to 3GPP / GMSA standards. Should TELUS not be able to validate Customer Device, TELUS can work with Customer, at an additional cost, to certify the Customer Device in a given country. TELUS will work with device manufacturer to ensure that Customer Device is on boarded and functioning correctly for IMSI switching and MNO carrier switching.