EVALUATION KIT SUPPLY AGREEMENT

This Evaluation Kit Supply Agreement ("**Agreement**") is a legal agreement between you (either a single individual, or single legal entity) ("**Recipient**") and Kigen (UK) Limited ("**Kigen**") for the supply of Kit to Recipient pursuant to a Purchase Order issued in response to (i) a quotation from Kigen; or (ii) any other agreement between Recipient and Kigen (the "**Quotation**"). These terms govern Kigen's supply and Recipient's use of the Kit to the exclusion of any other terms that Recipient may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of any conflict between this Agreement and the Quotation, the terms of this Agreement shall take priority.

Any Quotation that Kigen provides at Recipient's request shall not constitute an offer and shall be valid for the period stated on the Quotation (if any). Any Purchase Order for the Kit constitutes an offer by Recipient to receive the Kit in accordance with the terms of this Agreement. The Purchase Order shall only be deemed to be accepted when Kigen accepts a Purchase Order in writing (including via email) or Kigen provides you with the Kit.

Kigen may modify or update the terms of this Licence and will notify Recipient by posting a revised version on the Kigen website (https://www.kigen.com/terms), and/or by providing by other reasonable means. If Recipient does not agree to the terms of this Agreement, or any modifications or updates hereto, Kigen is unwilling to supply, or continue supplying, the Kit to Recipient and Recipient shall promptly return the Kit to Kigen.

1. Definitions

1.1 "**Fees**" means any fees payable by Recipient to Kigen for the provision of any support by Kigen in relation to the Kit pursuant to Clause 3.

1.2 **"Kit"** means the evaluation kit identified in the Quotation and any associated documentation and such additional Kit(s), which may be made available by Kigen from time to time to meet Recipient's requirements.

1.3 "**Purchase Order**" means Recipient's written order for the Kit, in response to Kigen's Quotation.

1.4 **"Purpose"** means the use of the Kit at the Site for the purpose identified in the Quotation.

1.5 **"Site"** means Recipient's principal place of business as identified in the Quotation, or other locations owned or controlled by the Recipient.

1.6 "**Subsidiary**" means any company the majority of whose voting shares is now or hereafter, owned or controlled, directly or indirectly, by Recipient. A company shall be a Subsidiary only for the period during which such control exists.

2. Kit Supply

2.1 Kigen hereby grants to Recipient the right to use the Kit solely for the Purpose.

2.2 Recipient undertakes that it shall; **(i)** retain possession of the Kit at all times; and **(ii)** only enable access to the Kit to its employees, its Subsidiaries employees or its sub-contractors, and provided that such employees, Subsidiaries employees and such sub-contractors have a need to use and access the Kit for the Purpose.

2.3 Recipient undertakes that it shall **NOT**: **(i)** use the Kit for any purpose other than the Purpose; **(ii)** provide access to the Kit to any third party; **(iii)** remove any copyright notice incorporated into the Kit to protect the intellectual property of Kigen or any third party; **(iv)** reverse engineer, decompile, or disassemble the Kit; or **(v)** use the Kit or any Kit associated software for generating and publishing benchmark data.

2.4 Recipient hereby agrees to keep Kigen indemnified against all and any direct loss, damages, costs and expenses (including the reasonable fees of lawyers and other professionals), suffered, incurred or sustained as a result of, or in relation to, any breach by Recipient of any of the provisions of this Agreement.

2.5 Recipient acquires no right, title or interest in the Kit or any intellectual property therein except as expressly provided for in this Agreement. In no event shall the rights granted in Clause 2 be construed as granting Recipient expressly or by implication, estoppel or otherwise, rights or licenses to any Kigen technology other than the Kit.

2.6 Any Kit associated software is delivered subject to the terms and conditions of its respective shrink-wrap or end user licence agreement (as applicable) and does not form part of the Kit. Where Kigen delivers the Kit with the Kigen operating system software ("**Kigen OS**") or a software package encompassing the Kigen OS combined with the profile package and the dynamic data (an "**iSIM Secure Package**"), Recipient's use of the

Kigen OS and/or iSIM Secure Package is subject to the terms of the End User Licence Agreement for Kigen SIM, eSIM and iSIM Operating Systems and tools at https://www.kigen.com/terms.

2.7 Restricted Use. Recipient agrees that it shall not use any of Kigen's confidential information other than pursuant to and in accordance with the exercise of any of the licenses granted under this Agreement. Without limiting the generality of the foregoing, Recipient shall not use Kigen's confidential information; (i) for determining if any features, functions or processes provided by the Kit or disclosed by the Kigen confidential information are covered by any patents or patent applications owned by Recipient; or (ii) for developing technology or products which avoid any of Kigen's intellectual property licensed hereunder; or (iii) as the basis for any patent application or as a reference for modifying existing patents or patent applications or creating any continuation, continuation in part, or extension of existing patents or patent applications or (iv) for generating data for publication or disclosure to third parties, which compares the performance or functionality of the Kit with any other products created by Recipient or a third party, without obtaining Kigen's prior written consent.

2.8 Shipping terms. Notwithstanding any other provision in the Agreement, and except as otherwise agreed with Kigen in writing, delivery of the Kit by Kigen to Recipient under this Agreement shall be in accordance with the Ex Works Incoterms (2020).

2.9 Connectivity Terms. Where the Kit is provided with Vodafone connectivity, Recipient must also comply with the Vodafone Connectivity Terms and Conditions of Use in Annex 1.

Intercompany Matters

2.10 Any breach of this Agreement by a Subsidiary of Recipient shall entitle Kigen to terminate this Agreement in accordance with the provisions of Clause 4.2 as if Recipient were the party in breach. Any termination of this Agreement in accordance with the provisions of Clause 4.2 shall be effective in respect of Recipient and all Subsidiaries.

Any rights granted to any Subsidiary hereunder shall automatically terminate upon such Subsidiary ceasing to be a Subsidiary.

In the event that a Subsidiary is in breach of any of the terms of this Agreement, Recipient shall hold harmless and indemnify Kigen against all and any loss, liability, costs, damages, expenses (including the reasonable fees of lawyers and other professionals) suffered, as a result of or in connection with such breach.

3. Support

3.1 In the event Recipient requires support for the Kit from Kigen, Kigen and Recipient shall agree the scope and Fees in a separate quotation, and Recipient shall issue a purchase order (the "**Order**") to Kigen.

3.2 Kigen shall issue an invoice for the Fees upon receipt of the Order, and all invoices are payable within thirty (30) days of the invoice date.

4. Exclusion of Warranty and Limitation of Liability

4.1 The Kit is provided to Recipient "AS IS". Kigen makes no representations and gives no warranties express, implied or statutory, including, without limitation, the implied warranties of non-infringement, satisfactory quality or fitness for a particular purpose.

4.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER SUCH DAMAGES ARE ALLEGED AS A RESULT OF TORTIOUS CONDUCT OR BREACH OF CONTRACT OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE MAXIMUM LIABILITY OF KIGEN TO RECIPIENT IN AGGREGATE FOR ALL CLAIMS MADE AGAINST KIGEN IN CONTRACT, TORT OR OTHERWISE UNDER OR IN CONNECTION WITH EACH DISCRETE KIT SHALL NOT EXCEED THE TOTAL FEES PAID TO KIGEN (IF ANY).

4.4 Nothing in this Clause 4 shall operate to exclude liability for: **(i)** death or personal injury resulting from either party's negligence; or **(ii)** fraud.

5. General

5.1 Recipient shall not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of Kigen.

5.2 Failure or delay by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

5.3 This Agreement, including any Schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorised representative of both parties.

5.4 The Kit provided under this Agreement may be subject to U.K., European Union, and U.S. export control and sanctions laws and regulations, including the U.S. Export Administration Regulations ("**EAR**") (hereafter collectively referred to as "**Export Regulations**"). Recipient agrees to comply fully with all applicable Export Regulations. Recipient agrees that it shall not, either directly or indirectly, export in breach of the Export Regulations the Kit received under this Agreement, nor any direct products thereof: (i) to any country, company or person subject to export restrictions or sanctions under the applicable Export Regulations without required export authorization; or (ii) for any restricted end use, including, without limitation, nuclear, chemical, or biological weapons proliferation, which at the time of export requires an export license or other governmental approval, without first obtaining such license or approval and without prior written approval from Kigen.

5.5 Kigen and Recipient are independent parties. Neither company nor their employees, consultants, contractors or agents, are agents, employees or joint venturers of the other party, nor do they have the authority to bind the other party by contract or otherwise to any obligation. Neither party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

5.6 Except as expressly stated in this Agreement, the Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing that Act shall not apply in relation to this Agreement and nothing in this Agreement shall confer on any third party the right to enforce any provision of this Agreement.

5.7 The validity, construction and performance of this Agreement shall be governed by English law.

ANNEX 1- Vodafone Connectivity Terms and Conditions of Use

Where defined terms in this Annex 1 are also used in the Agreement, they have the meaning ascribed to them in the Agreement. Additional terms in this Annex 1 are defined at Section E below.

A. TRIAL DESCRIPTION

Trial Service(s)	Global Managed IoT Connectivity and Global IoT Devices Services Global Managed IoT Connectivity for Integrated SIM on LPWA Network
Purpose	The purpose of this Agreement is to provide Recipient with access to the Trial Services with the sole purpose to provide Recipient with access to Vodafone iSIM profiles for the purpose of testing its new LPWA modules for compatibility with Vodafone's LPWA networks and to gather feedback.
Trial Period	3 months starting from the Service Commencement Date
Service Commencement Date	Service Commencement Date means the date Kigen makes the Evaluation Kit available to Recipient and the Trial Service is activated.
Maximum Data Usage and Overage	Data Limit: 20 MB per SIM during the Trial Period. If a SIM exceeds the Data Limit there is an option of a one-time extension for another 3 months. This extension can only be applied once Kigen and Recipient have confirmed in writing the use of the available data, and Vodafone approves such extension in writing.

B. GENERAL TRIAL TERMS AND CONDITIONS

Use Restrictions

Recipient shall use all reasonable endeavours to ensure that the Trial Services are not used:

- fraudulently or illegally, outside an internal business environment or for commercial exploitation;
- for the transmission of illegal or offensive material or material that contains software viruses or any other disabling or damaging programs; or
- in any way which impairs or damages the Network or that would interfere with other users' use of the Network.

Licence

Vodafone grants to Recipient a royalty-free, limited license to use the Trial Services (including IPR owned by it or Vodafone Group Companies that Recipient need to use for the Purpose of the Trial Services) in the Territories, solely for the Purpose, as may be further limited in this Agreement. Each licence is: (a) valid only for the duration of the Trial Agreement; (b) not transferable, not sub-licensable, and non-exclusive; and (c) contains no right to copy, modify, reverse engineer, adapt, translate, decompile, disassemble, derive the source code, or correct errors, unless expressly permitted by Applicable Law.

Claims

If Recipient is notified by a third party that that party claims rights in the Trial Services or that use of the Trial Services infringes any right of that third party, Recipient agrees to immediately notify Kigen and, at Kigen's request, to immediately cease use of the Trial Services.

Termination

Unless earlier terminated as permitted under this Agreement, this Agreement and Recipient's right to use the Trial Services will expire at the end of the Trial Period. Upon any termination of this Agreement, Recipient agrees to cease use of the Trial Services, unless the Parties agree to extend the Trial Period in writing. Recipient shall be permitted to continue use of the Services until the Maximum Data Usage is reached.

C. TRIAL-SPECIFIC TERMS: GLOBAL MANAGED IOT CONNECTIVITY AND GLOBAL IOT DEVICES

These Trial Specific Service Terms form part of the Trial Terms and Conditions for the Global Managed IoT Connectivity and Global IoT Devices Service. If there is a conflict between them, these Trial Specific Service Terms will supersede the General Trial Terms and Conditions.

Data Protection

Vodafone is the Data Controller for the Service.

Further Restrictions on Use

Recipient shall not use the Service: (a) for the transmission of voice (including VOIP); (b) to access a publicly addressable destination (i.e. public IP address) including through the use of a proxy, gateway or routing; or (c) in a permanent roaming way in countries where permanent roaming is restricted.

Recipient Obligations on Termination of the Agreement

Recipient agrees that it is responsible for wiping any data from such Kit and ensuring that the Kit does not contain any confidential information, personal data or third party proprietary data, software programmes, or applications. Kigen and Vodafone exclude all liability for loss of data contained on such Kit and Recipient shall be responsible for ensuring it has secured the data on its own systems prior to returning the Kit to Kigen.

D. TRIAL-SPECIFIC TERMS: GLOBAL MANAGED IOT CONNECTIVITY FOR INTEGRATED SIM OVER LPWA NETWORK

These Trial Specific Service Terms form part of the Trial Terms and Conditions for the Global Managed IoT Connectivity and Global IoT Devices Service. If there is a conflict between them, these Trial Specific Service Terms will supersede the General Trial Terms and Conditions.

Purpose of Granting Access to the Service

Recipient granted access to the Service with the sole intention of sharing feedback to Kigen in respect to the functionality, useability and experience of the service.

Security Obligations

Recipient will : (a) take reasonable steps with entities it controls in line with commercial good practice to limit misuse of or threat to the Service; (b) not send or allow to be sent unsolicited bulk messages, content, posts or communications or maintain an open SMTP relay; (c) not engage in activities that adversely affect or interfere with the Network or any of its users; d) notify Kigen of any Recipient security issues which are likely to materially adversely impact the Network; (d) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls and (e) seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Kit or Services.

Where Recipient's usage reasonably indicates to Vodafone that the Recipient may be in breach of these Service Terms, Recipient hereby authorizes and gives express consent that Vodafone may monitor Recipient's Network communications to the extent necessary to evidence any non-compliance.

Designated Countries

Recipient shall only use the Kit in countries in which the Kit has been certified for use in accordance with applicable product safety laws.

Restrictions on Use

Recipient shall not use the Service: (a) for the transmission of voice (including VOIP) and personal communication; (b) to access a publicly addressable destination (i.e. public IP address) including through the use of a proxy, gateway or routing; (c) in a way that would violate copyright, trademark, trade secret or other property right of any third party; (d) in a way that attempts to penetrate security measures whether or not the intrusion results in the corruption or loss of data; (e) in a way that uses the Services or software related to Internet relay chat, peer to peer file sharing ("P2P"), bit torrent, or proxy server network; (f) in a way that involves spamming, the sending of bulk unsolicited emails or commercial messages or maintaining an open SMTP relay; (g) in a way that causes the Network to be impaired; or (h) in a permanent roaming way in countries where permanent roaming is restricted.

Publishing Results

Recipient shall not and shall ensure that its Recipient Group Companies shall not publish any results of any benchmark or performance tests of the SIMs, the Network, the Service or components thereof (such restriction shall not restrict Recipient from publishing performance results as specifically related to Recipient's machines and not to the Service).

Peer-to-peer Communication

Direct peer-to-peer communication between Kits, or between Kit and any other device is not permitted.

NB-IoT and LTE-M Service

NB-IoT and LTE-M services are currently being rolled out globally and may not be available in some locations. The NB-IoT and LTE-M services are only available on compatible devices which support the particular NB-IoT and LTE-M technologies and frequency of the specific roaming network. If Vodafone detects that Recipient is attempting to access a service which the device has not been provisioned to use, Vodafone may disable access to such service for that device. Global Managed IoT Connectivity for Integrated SIM (iSIM) is only available on NB-IoT and LTE-M services.

Vodafone provides access to LTE-M and NB-IoT services on the 90128 IMSI range Global SIM only.

Access to Service

Vodafone shall provide the Service with reasonable skill and care but does not guarantee to provide complete or uninterrupted access to the service.

Recipient hereby acknowledges and accepts a) the technical limitations of switching to an alternative connectivity service provider using the iSIM technology and b) that Recipient will be responsible for the cost of switching to an alternative iSIM connectivity service provider.

Interruption to Service

Recipient hereby acknowledges that the Network does not have guaranteed uninterrupted service availability.

Security of Communications

Vodafone shall exercise all reasonable efforts to ensure the security of Recipient's communications. However, for reasons beyond Vodafone's control, it does not promise or guarantee that communications will be completely secure. Vodafone further acknowledges that it gains no right or interest in the content of the communications and shall not store or otherwise use the content of the communications.

No Right to Resell

Recipient is not permitted to resell, distribute, provide or sub-licence the Service.

Data Protection

Vodafone is the Data Controller for this Service. Vodafone's Data Protection Terms when Vodafone is Data Controller apply, including local terms, as applicable

E. ADDITIONNAL DEFINITIONS

Data Controller means the person that determines the purposes and means of processing the data.

Data Protection Terms means the terms regarding data protection in the Trial Terms or later, or if those Trial Terms are not applicable, the Data Protection Terms found at www.vodafone.com/business/vge-customer-terms .

Intellectual Property Rights or IPR means: (a) rights in any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademarks or trade and business names), copyright, moral rights, databases, domain names, topography rights, and utility models, and includes the benefit of all registrations, applications to register, and the right to apply for registration of any of the foregoing items, and all rights in the nature of any of the foregoing items, each for their full term (including any

extensions or renewals) and wherever in the world enforceable; (b) rights in the nature of unfair competition rights and rights to sue for passing off; and (c) trade secrets, confidentiality, knowhow and other proprietary rights.

Network means the communications network and the equipment and premises that are connected to the network that are used by Vodafone and Vodafone Group Companies.

Vodafone Group means: (a) Vodafone Group Plc, Vodafone, and any company that Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner listed on the "Where we operate" page in the "About" section at www.vodafone.com (and Vodafone Group Company(ies) or VGC has a corresponding meaning).