LoRa Alliance® Member NetID Application and Agreement

WHEREAS, LoRa Alliance, Inc. ("LoRa Alliance" or the "Alliance") is an open, non-profit association of members organized as a nonprofit non-stock corporation under the laws of the State of Delaware which is actively developing and deploying the LoRaWAN® standard for Internet of Thing (IoT) solutions;

WHEREAS, NetID is a 24-bit identifier that uniquely identifies operators of LoRaWAN® compliant networks;

WHEREAS, network operators that wish to allow their devices to roam into other operators' networks are required to obtain and use a unique NetID assigned by the Alliance; and

WHEREAS, the undersigned network operator ("Network Operator') is a member of the Alliance and wishes to apply to and contract with the Alliance in order to receive an allocation of one or more NetIDs upon the terms and conditions stated in this LoRa Alliance Member Net ID Application and Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Network Operator and the Alliance agrees as follows.

1. Terms of NetID Allocation; NetID Policy

- As a member of the Alliance, Network Operator is eligible for allocation of the type of NetIDs indicated below (the "Member Allocated NetIDs") by level of membership without additional charge upon application and execution of a binding agreement with the Alliance.
 - Sponsor members are allocated one Type 0 and one Type 3 NetID.
 - Contributor members are allocated one Type 3 and one Type 6 NetID.
 - Adopter members and Institutional members are allocated one Type 6 NetID.

As a member of the Alliance, Network Operator is additionally eligible for allocation of one or more blocks of 16 Type 7 NetIDs based on application and payment of an annual fee per block (the "Additional Member NetIDs"). Member Allocated NetIDs and Additional Member NetIDs are automatically renewed as provided in the LoRa Alliance Member NetID Policy and Terms (the "NetID Policy").

When a Network Operator member of the Alliance enters into a transaction with another member pursuant to a purchase, sale, merger or other transfer of substantially all of Network Operator's stock or assets, the successor-in-interest is additionally eligible for allocation of any one of the NetIDs of the Network Operator that match the membership level of the successor-in-interest or levels below that, based on application and payment of an annual fee.

- o The NetID Policy, as in effect and as may be amended by the Alliance from time to time, is incorporated by reference in its entirety into this NetID Agreement. Network Operator agrees to follow and remain in full compliance with the NetID Policy as a condition to the allocation of one or more NetIDs by the Alliance and the ongoing use of any such NetID. The NetID Policy text shall take precedence in the case of any inconsistency or ambiguity between the text of this Application and NetID Agreement.
- Network Operator is required to limit use of the NetID to Open Networks and collaborating Closed/Private Networks as defined in the NetID Policy.
- Network Operator is required to implement an ADR (Adaptive Data Rate) in compliance with the NetID Policy.

- Network Operator is not permitted to transfer a NetID to another network operator except as part of an internal reorganization or change in ownership as provided in the NetID Policy.
- o If Network Operator fails to remedy a violation of the NetID Policy, the Alliance may terminate the NetID allocation and return the allocated NetID to the free pool. Continued violation of the NetID

Policy may lead to termination of Alliance membership.

- Network Operator agrees to be listed in the LoRa Alliance NetID allocation table. Network Operator agrees not to forward uplink frames to any end-point other than the one(s) provided by the NetID assignee designated in such allocation table.
- Network Operator agrees that the Alliance may publicly disclose and identify Network Operator in connection with the Alliance listing of NetID-assignee operators and in related Alliance publicity. The Alliance may use both the name and logo of Network Operator for such purposes during the period that Network Operator holds a NetID.

2. Application for NetID Allocation

Applicant details	
Name (company):	-
Address:	_
Name of contact person :	_
Telephone :	_
Fax :	_
Email :	_
I/we hereby declare that I/we have read the NetID Poli of the NetID Policy including without limitation all term	
I/we officially request allocation of a LoRa Alliance® Ne	
(network operator name) covering the geographical sco	ppe of
(list of countries, or list of continents, or the world).	•

Note: The geographical scope (list of countries, list of continents, the world) and operator/network name specified during a NetID application can be updated in subsequent requests by the same network operator, provided that it does not create collisions with the existing allocations.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed by their respective officers thereunto duly authorized.

Alliance:	Network Operator:
LoRa Alliance, Inc.	
	(Printed Entity Name)
Ву	
Name	Ву
	Name
Title	<u> </u>
Address:	Title
39221 Paseo Padre Pkwy, Suite J	Address:
Fremont, CA 94538 USA	
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