LoRaWAN® 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 LoRa Alliance;

WHEREAS, the undersigned network operator ("Network Operator') is not currently a member of the Alliance but wishes to apply for and contract with the Alliance in order to receive an allocation of a NetID as a LoRaWAN® Network Affiliate upon the terms and conditions stated in this LoRaWAN® NetID 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 LoRa Alliance agrees as follows.

1. Terms of NetID Allocation; NetID Policy

o   As a non-member of LoRa Alliance, Network Operator is eligible for allocation of up to 32 (16 at a time or 32 at once) Type 7 NetIDs based on payment of an annual fee per block of 16 NetIDs and execution of a binding agreement with the Alliance.

o   Network Operator may apply for either 16 or 32 Type 7 NetIDs. The NetID fee is per year for each block of 16 NetIDs. Each NetID allocation is granted on an annual basis, and is automatically renewed upon full payment of the renewal fee.

o   Network Operator agrees to follow and remain in full compliance with the LoRaWAN Network Affiliate Policy and Terms (the "NetID Policy") as a condition to the allocation of a NetID by the Alliance and the ongoing use of the NetID. 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. The NetID Policy text shall take precedence in the case of any inconsistency or ambiguity between the text of this Application and NetID Agreement and the text of the NetID Policy. Violation of the NetID Policy by Network Operator is cause for termination of status as a LoRaWAN Network Affiliate.

o   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.

o   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   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.

o   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.

o Participation as a LoRaWAN Network Affiliate does not constitute membership in the Alliance and does not establish any rights for the Network Operator to participate in Alliance activities. Network Operator shall have no right to use any logo, trademark or certification mark of the Alliance. Notwithstanding the foregoing, Network Operator may use the word mark phrase "LoRaWAN® Network Affiliate" in accurate factual statements about its current allocation of NetID from the Alliance, provided that such usage is in compliance with any applicable Alliance policies and requirements.

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 Policy and will comply with all terms and conditions of the NetID Policy including without limitation all terms and conditions of use.

I/we officially request allocation of a LoRa Alliance® NetID to be used by _____

_____

(network operator name) covering the geographical scope 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)
By _____
                                                       By _____
Name _____
                                                       Name _____
Title _____
                                                       Title _____
Address:
5177 Brandin Court,   Address:
Fremont, CA 94538 USA   _____

                                                       _____