UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2024

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number 001-40856

KORE Group Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**86-3078783**
(State incorporation)	**(I.R.S. Employer Identification No.)**
3 Ravinia Drive, Suite 500, Atlanta, GA	**30346**
(Address of principal executive office)	**(Zip code)**

877-710-5673
Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, $0.0001 par value per share	**KORE**	**New York Stock Exchange**

Securities registered pursuant to section 12(g) of the Act:

Warrants to purchase common stock [(1)]
(Title of each class)

[(1)] The Company's warrants trade on the OTC Pink Marketplace under the symbol "KORGW."

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒
Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒
Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐
Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐
Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐
Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☒
Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐
Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of stock held by non-affiliates as of June 28, 2024 (the last business day of the registrant's most recently completed second quarter) was approximately $ 12.9 million based upon $2.12 per share, the closing price of the registrant's common stock on that date on the New York Stock Exchange. Determination of stock ownership by non-affiliates was made solely for the purpose of responding to this requirement and the registrant is not bound by this determination for any other purpose. As of April 28, 2025, there were 17,160,061 shares of the registrant's common stock, par value $0.0001 per share, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates information by reference to the registrant's definitive proxy statement for the 2025 Annual Meeting of Stockholders, to be filed with the Securities and Exchange Commission no later than 120 days after December 31, 2024.

TABLE OF CONTENTS

Unless otherwise indicated, the terms "KORE Group Holdings, Inc.," "KORE," "we," "us," "our," "ours," "our company," and "the Company" refer to KORE Group Holdings, Inc. and its wholly-owned subsidiaries.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements express our opinions, expectations, beliefs, plans, objectives, assumptions, forecasts or projections regarding future events or future results and therefore are, or may be deemed to be, "forward-looking statements." These forward-looking statements can generally be identified by the use of forward-looking terminology, including the terms "believes," "estimates," "anticipates," "expects," "seeks," "projects," "intends," "plans," "may," "can," "will," "could," "would," or "should" or, in each case, their negative or other variations or comparable terminology, but the absence of these words does not mean that a statement is not forward looking. These forward-looking statements include all matters that are not historical facts.

The forward-looking statements in this Annual Report on Form 10-K are only current expectations and predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition, and results of operations. The forward-looking statements in this Annual Report on Form 10-K are based upon information available to us as of the date of this Annual Report on Form 10-K, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

You should read this Annual Report on Form 10-K and the documents that we reference in this Annual Report on Form 10-K and have filed as exhibits to this Annual Report on Form 10-K with the understanding that our actual future results, levels of activity, performance, and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. These forward-looking statements speak only as of the date of this Annual Report on Form 10-K. Except as required by applicable law, we expressly disclaim any obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, contained in this Annual Report on Form 10-K.

Forward-looking statements involve known and unknown risks, uncertainties, and other important factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements, including, but not limited to, the important factors discussed in Part I, Item 1A, "Risk Factors" in this Annual Report on Form 10-K and set forth below:

- our ability to develop and introduce new products and services successfully;
- our ability to compete in the market in which we operate;
- our ability to meet the price and performance standards of the evolving 5G New Radio ("5G NR") products and technologies;
- our ability to expand our customer reach/reduce customer concentration;
- our ability to grow the IoT and mobile portfolio outside of North America;
- our ability to make scheduled payments on or to refinance our indebtedness;
- our ability to introduce and sell new products that comply with current and evolving industry standards and government regulations;
- our ability to develop and maintain strategic relationships to expand into new markets;
- our ability to properly manage the growth of our business to avoid significant strains on our management and operations and disruptions to our business;
- our reliance on third parties to manufacture components of our solutions;
- our ability to accurately forecast customer demand and timely delivery of sufficient product quantities;
- our reliance on sole source suppliers for some products, services and devices used in our solutions;
- general global economic and business conditions, including conditions affecting the demand for our products;
- the impact of geopolitical instability on our business;
- our ability to meet the continued listing requirements of the NYSE and to maintain the listing of our securities thereon;
- the impact that new or adjusted tariffs may have on the costs of components or our products, and our ability to sell products internationally;
- our ability to be cost competitive while meeting time-to-market requirements for our customers;
- our ability to meet the product performance needs of our customers in wireless broadband data access markets;

- demand for our services;
- our dependence on wireless telecommunication operators delivering acceptable wireless services;
- the outcome of any pending or future litigation, including intellectual property litigation, and regulatory proceedings;
- infringement claims with respect to intellectual property contained in our solutions;
- our continued ability to license necessary third-party technology for the development and sale of our solutions;
- the introduction of new products that could contain errors or defects;
- the conduct of business abroad, including related foreign currency risks;
- the pace of 5G wireless network rollouts globally and their adoption by customers;
- our ability to make focused investments in research and development;
- our ability to identify suitable acquisition candidates or to successfully integrate and realize the benefits of our past or future strategic acquisitions or investments;
- our ability to hire, retain and manage qualified personnel to maintain and expand our business;
- our ability to maintain adequate liquidity to meet our financial needs and/or raise capital in the future; and
- the emergence of global public health emergencies, epidemics, or pandemics, which could extend lead times in our supply chain and lengthen sales cycles with our customers.

Most of these factors are beyond our ability to predict or control. Any of these factors, or a combination of these factors, could materially affect our future financial condition or results of operations and the ultimate accuracy of our forward-looking statements. There also are other factors that we may not describe (because we currently do not perceive them to be material) that could cause actual results to differ materially from our expectations.

GLOSSARY

This glossary highlights some of the industry and other terms that we use elsewhere in this Annual Report on Form 10-K and is not a complete list of the defined terms used herein.

- "ASC" means Accounting Standards Codification as issued by the Financial Accounting Standards Board;
- "ASU" means Accounting Standards Updates as issued by the Financial Accounting Standards Board;
- "Backstop Notes" means the senior unsecured convertible notes in an aggregate principal amount of $120.0 million issued to a lender and its affiliates by a subsidiary of the Company and guaranteed by the Company;
- "Base Exchange Rate" means the exchange price of $62.50 per share, at which each $1,000 principal amount of Backstop Notes is exchangeable into 16 shares of Common Stock by us at any time at the option of the lender;
- "Board" means the board of directors of KORE Group Holdings, Inc.;
- "CaaS" means Connectivity-as-a-Service;
- "CEaaS" means Connectivity Enablement-as-a-Service;
- "Code" means the Internal Revenue Code of 1986, as amended;
- "CODM" means the chief operating decision maker;
- "EGC" means emerging growth company;
- "eSIM" means embedded subscriber identity module, which is a form of programmable SIM. It provides the capability to store multiple network profiles that can be provisioned and managed over-the-air;
- "eUICC" means embedded universal integrated circuit card, and is a form of programmable SIM card, often referred to as eSIM. It provides the capability to store multiple network profiles that can be provisioned and managed over-the-air;
- "Exchange Act" means the Securities Exchange Act of 1934, as amended;
- "FASB" means Financial Accounting Standards Board;
- "FDA" means U.S. Food and Drug Administration;
- "GAAP" means generally accepted accounting principles in the United States;
- "HIPAA" means Health Insurance Portability and Accountability Act;
- "Incentive Plan" means the KORE 2021 Long-Term Stock Incentive Plan;
- "IoT" means Internet of Things;
- "MRCs" means monthly recurring charges;
- "NYSE" means the New York Stock Exchange;
- "OEMs" means original equipment manufacturers;
- "OmniSIM" means eSIM /eUICC solution branded by KORE as a unique solution that offers a combination of KORE and local profiles on a single eSIM;
- "PCAOB" means the Public Company Accounting Oversight Board;
- "RSUs" means Restricted Stock Unit Awards;
- "SaaS" means software-as-a-service;
- "Searchlight" means Searchlight IV KOR, L.P., an affiliate of Searchlight Capital Partners, a global investment firm;
- "SEC" means the United States Securities and Exchange Commission;
- "SIM" means subscriber identity module;
- "SOFR" means the Secured Overnight Financing Rate, which is a reference rate of borrowing established by the cost of borrowing cash overnight collateralized by United States Treasury securities;
- "Twilio" means Twilio, Inc.
- "Twilio's IoT Business" means certain assets of Twilio that the Company purchased on June 1, 2023.

PART I

ITEM 1. BUSINESS

Overview

We offer IoT connectivity to the Internet ("Connectivity") and other IoT solutions to our customers. We are one of the largest global independent IoT enablers, delivering critical services globally to customers to deploy, manage, and scale their IoT application and use cases. We provide advanced connectivity services, location-based services, device solutions, and managed and professional services used in the development and support of IoT solutions and applications. Our IoT platform is delivered in partnership with the world's largest mobile network operators and provides secure, reliable, wireless Internet connectivity to mobile and fixed devices. This technology enables us to expand our global technology platform by transferring capabilities across the new and existing vertical markets (as described below) and to deliver complementary products to channel partners and resellers worldwide.

We are a Delaware corporation, and our operations are primarily located in North America. We began operations in 2003. On October 1, 2021, our common stock, $0.0001 par value per share (the "common stock"), began trading on the NYSE under the symbol "KORE."

Products and Services

We help clients deploy, manage, and scale their mission-critical IoT Solutions, offering a "one-stop shop" for enterprise customers seeking to obtain multiple IoT services and solutions from a single provider.

We provide Connectivity and IoT Solutions to enterprise customers across five key industry verticals, comprised of (i) Connected Health, (ii) Fleet Management, (iii) Asset Monitoring, (iv) Retail Communications Services and (v) Industrial IoT. We have built a platform to serve our clients in three areas: CaaS, IoT Managed Services/Solutions, and Analytics, which we refer to as "CSA," or connectivity, solutions, and analytics.

Our industry verticals are not considered to be segments for the purposes of financial reporting, as discrete financial information is not available for the aforementioned verticals (or that of connectivity vs. solutions) below the level of costs of revenue, exclusive of depreciation and amortization, and our CODM reviews financial information presented on a consolidated basis for purposes of making operating decisions, allocating resources, and evaluating financial performance.

The scope of our products and services is set forth below:

Line of Business	Product / Service	Product / service description	Primary pricing method
IoT Connectivity ***79% and 73% of revenue for the years ended 2024 and 2023, respectively***	**IoT Connectivity as a Service (CaaS)**	• IoT Connectivity services offered through our IoT platform 'KORE One'® • Our connectivity solutions allow devices to seamlessly and securely connect anywhere in the world across any network connected to the Internet, which we call our multiple devices, multiple locations, multiple carriers CaaS multi-value proposition	**Per subscriber per month for lifetime of device (7-10 years and growing) Multi-year contracts with automatic renewals**
	IoT Connectivity Enablement as a Service (CEaaS) ***CEaas is not provided in the United States, and we plan to exit CEaaS by the end of 2025***	• IoT Connectivity Management Platform as a Service (or individual KORE One® engine) • Cellular Core Network as a Service (Cloud Native Evolved Packet Core "EPC")	
IoT Solutions ***21% and 27% of revenue for the years ended 2024 and 2023, respectively***	**IoT Device Management Services**	• Outsourced platform-enabled services (e.g., logistics, configuration, device management) • Sourcing of third-party devices globally, device design and selection services	**Upfront fee per device or per device per month**

Customers

Our customers operate in a wide variety of sectors, including healthcare, fleet and vehicle management, asset management, communication services, and industrial/manufacturing. No single customer accounted for more than 10% of our total revenue for the years ended December 31, 2024 and 2023.

Key Partners

We partner with leading cellular providers to enable our Connectivity business. Our IoT ecosystem partners include enterprise-level IoT software providers as application platform partners, commercial hardware manufacturers as hardware OEM partners, electronics solutions providers as semi-conductor and module OEM partners, cloud providers, and systems integration services partners. These partnerships allow us to provide IoT Solutions to our customers.

KORE's Competition and Differentiators

We believe that we are one of the few providers in the current market that can provide IoT enablement services, delivering Connectivity and IoT Solutions in a comprehensive manner. However, the individual markets for our products and solutions are rapidly evolving and are highly competitive. These markets are likely to continue to be affected by new product introductions and industry participants. Below are some of our key competitors across our lines of business:

- For IoT Connectivity services: telecom carriers such as T-Mobile and Vodafone; and Mobile Virtual Network Operators such as Aeris and Wireless Logic.
- For IoT Solutions: device management services providers such as Velocitor Solutions and Futura Mobility; and fleet management SaaS providers such as Fleetmatics and GPS Trackit.

We compete in the IoT Connectivity services market on the basis of our number of carrier integrations, KORE One® platform, ConnectivityPro service and related APIs, and the eSIM technology stack/proprietary IP. We compete in the IoT Solutions market on the basis of our deep industry vertical knowledge and experience (*e.g.*, in Connected Health through the FDA Facilities Registration, ISO 9001/13485 certification and HIPAA compliance), our breadth of solutions services, and connectivity-only customers that provide cross-selling opportunities of additional IoT Managed Services.

Intellectual Property

Key areas of our intellectual property are as follows:

KORE One® Platform: The KORE One® Platform provides customers with a single platform through which they may choose various tools to manage and improve their use and enjoyment of Connectivity and IOT Solutions. The KORE One® Platform was built using a microservices-based proprietary architecture and consists of seven (7) open, modular, and scalable engines. The KORE One® Platform not only enables us to create services for our customers, but also enables customers to build their own infrastructure needed to host existing IoT applications and services, as well as facilitate the quick and efficient introduction of new applications.

KORE eSIM (OmniSIM and SuperSim): Our eSIM can provide global and local connectivity on a single SIM, which can be remotely updated with a preferred carrier profile "over the air" or remotely. The key pieces of intellectual property in this portfolio include our eSIM profile, eSIM Validation Tool, and our APIs.

Cloud Native HyperCore (Cellular Network as a Service): Any cellular network is comprised of a Radio Access Network ("RAN"), fiber optic backhaul, and a "core network", the functions of which constitute the "brains" of the network (including switching, authentication, etc.). Cloud Native HyperCore provides us as well as some of our customers with a cellular "core network" (built on top of a cellular carrier's RAN and backhaul from a cellular carrier). Our intellectual property consists of both a traditional and a cloud-native core network component.

ConnectivityPro: IoT Connectivity Management Platform that provides an array of global IoT Connectivity services such as provisioning connectivity, provisioning users, rating and charging, distribution management, eSIM orchestration, diagnostics, and support.

Apart from the intellectual property listed above, we maintain six active patents, several trademarks, and ownership of domain and website names, all of which we consider our intellectual property.

Employees

As of December 31, 2024, we had 539 full-time employees.

Government Regulations and Compliance

We are required to comply with increasingly complex and changing federal, state, and international laws, regulations, and industry standards regarding privacy, data protection, and data security, including those related to the collection, storage, use, transmission, and security of personally identifiable information, health information, and individual credit data, for various business purposes, including medical reasons and promotional and marketing purposes. Such privacy and data protection laws and regulations, including HIPAA, as well as industry standards, in each case relating to the collection, use, retention, security, and transfer of personally identifiable information, health information and individual credit data.

Several jurisdictions have passed laws in this area, and other jurisdictions are considering imposing additional restrictions. These laws continue to develop and may be inconsistent from jurisdiction to jurisdiction. Any entities covered by HIPAA (including entities such as KORE which track health-related data) are required by the HIPAA Privacy Rule to protect and prevent the unauthorized disclosure of patient health information known as protected health information. HIPAA also requires that covered entities comply with the HIPAA Security Rule which requires, among other things that, all covered entities (i) ensure the confidentiality, integrity and availability of all electronically protected health information; (ii) detect and safeguard against anticipated threats to the security of the information; (iii) protect against anticipated impermissible uses or disclosures; and (iv) certify compliance by their workforce.

For information regarding our oversight and management of cybersecurity and related risks, see Part I, Item 1C, "Cybersecurity".

Available Information

We file electronically with the SEC our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements and other information. Our SEC filings are available to the public over the Internet at the SEC's website at http://www.sec.gov. We make available on our website at www.korewireless.com, free of charge, copies of these reports and any amendments as soon as reasonably practicable after filing or furnishing them with the SEC.

The information contained on the websites referenced in this Annual Report on Form 10-K is not incorporated by reference into this filing. Further, the Company's references to website URLs are intended to be inactive textual references only.

ITEM 1A. RISK FACTORS

An investment in our common stock or other securities involves significant risks. Before making a decision to invest in our common stock or other securities, you should carefully consider the following risks in addition to the other information contained in this Annual Report on Form 10-K. The risks discussed in this Annual Report on Form 10-K can materially adversely affect our business, financial condition, liquidity, results of operations and prospects (which we refer to collectively as "materially and adversely affecting us" or having "a material adverse effect on us," and comparable phrases). This could cause the market price of our common stock or other securities to decline significantly, and you could lose all or part of your investment in our common stock or other securities. Some statements in this Annual Report on Form 10-K, including statements in the following risk factors, constitute forward-looking statements. Please refer to the section entitled "Special Note Regarding Forward-Looking Statements."

Summary Risk Factors

We are subject to a number of risks that, if realized, could materially and adversely affect our business, financial condition, liquidity, results of operations and prospects and our ability to make distributions to our stockholders. Some of our more significant challenges and risks include, but are not limited to, the following, which are described in greater detail below:

- We face risks related to compliance with laws and regulations, including, without limitation, compliance with the SEC rules and regulations and tax law compliance in various jurisdictions, and failure to comply with these various laws and regulations could result in incurrence of substantial costs or otherwise materially and adversely affect us;
- We are heavily indebted, which subjects us to an increased risk of loss;
- Our significant stockholders and their respective affiliates have significant influence over us, and their actions might not be in your best interest as a stockholder;
- The price of our common stock is highly volatile, and investment in our common stock therefore carries increased risk;
- If we are unable to successfully integrate the businesses we have acquired, or any future business acquisitions, our results of operations could be materially and adversely affected;
- The 5G market may take longer to materialize than we expect or, if it does materialize rapidly, we may not be able to meet the development schedule and other customer demands;
- Our development and investments in new technologies may not generate operating income or contribute to future results of operations that meet our expectations;
- If we are unable to support customers with low latency and/or high throughput IoT use cases, our revenue growth and profitability will be harmed;
- If we are unable to effectively manage our increasingly diverse and complex businesses and operations, our ability to generate growth and revenue from new or existing customers may be adversely affected;
- The loss of our largest customers could significantly and materially adversely impact our revenue and profitability;
- Our products are highly technical and may contain undetected errors, product defects, security vulnerabilities, or software errors;
- If there are interruptions or performance problems associated with the network infrastructure used to provide our services, our customers may experience service outages, which may impact our reputation and future sales;
- Our inability to adapt to rapid technological change in our markets could impair our ability to remain competitive and adversely affect our results of operations;
- The market for the products and services that we offer is rapidly evolving and highly competitive. We may be unable to compete effectively;
- If we are unable to protect our intellectual property and proprietary rights, our competitive position and business could be harmed;
- Failure to maintain the security of our information and technology networks, including information relating to our customers and employees, could adversely affect us;
- Our internal and customer-facing systems, and systems of third parties they rely upon, may be subject to cybersecurity breaches, disruptions, or delays;
- We are subject to evolving privacy laws that are subject to potentially differing interpretations in the United States as well as other jurisdictions that can adversely impact our business and require that we incur substantial costs;
- Our technology contains third-party open-source software components and failure to comply with the terms of the underlying open-source software licenses could restrict our ability to provide our platform;
- We face risks inherent in conducting business internationally, including compliance with international as well as U.S. laws and regulations that apply to our international operations;
- We may be subject to legal proceedings and litigation, including intellectual property and privacy disputes, which are costly to defend and could materially harm our business, financial condition, and results of operations;
- Our management has identified internal control deficiencies that have resulted in material weaknesses in our internal control over financial reporting and disclosure controls and procedures;
- Our future capital needs are uncertain, and we may need to raise additional funds in the future, but may not be able to raise such additional funds on acceptable terms or at all; and
- We have a history of losses and may not be able to achieve or sustain profitability in the future.

The above list is not exhaustive, and we face additional challenges and risks. Please carefully consider all of the information in this Annual Report on Form 10-K, including the matters set forth below in this Part I, Item 1A.

Risks Related to Our Business and Industry

Our actual operating results may differ significantly from any guidance provided.

Our guidance, including forward-looking statements, is prepared by management and is qualified by, and subject to, a number of assumptions and estimates that, while presented with numerical specificity, are inherently subject to significant business, economic and competitive uncertainties and contingencies. Many of these uncertainties and contingencies are beyond our control and are based upon specific assumptions with respect to future business decisions, some of which will change. We generally state possible outcomes as high and low ranges which are intended to provide a sensitivity analysis as variables are changed but are not intended to represent that actual results could not fall outside of the suggested ranges.

Guidance is necessarily speculative in nature, and it can be expected that some or all of the assumptions of the guidance furnished by us will not materialize or will vary significantly from actual results. In particular, guidance relating to the anticipated results of operations of an acquired business is inherently more speculative in nature than other guidance as management will, necessarily, be less familiar with the business, procedures, and operations of the acquired business. Similarly, guidance offered in periods of extreme uncertainty such as geopolitical tensions is inherently more speculative in nature than guidance offered in periods of relative stability. Accordingly, any guidance with respect to our projected financial performance is necessarily only an estimate of what management believes is realizable as of the date the guidance is given. Actual results will vary from the guidance and the variations may be material. Investors should also recognize that the reliability of any forecasted financial data will diminish the further into the future that the data is forecasted.

Actual operating results may be different from our guidance, and such differences may be adverse and material. In light of the foregoing, investors are urged to put the guidance in context and not to place undue reliance on it. In addition, the market price of our common stock may reflect various market assumptions as to the accuracy of our guidance. If our actual results of operations fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially.

Our quarterly results of operations have fluctuated and are likely to continue to fluctuate. As a result, we may fail to meet the expectations of investors or securities analysts, potentially causing our stock price to decline.

Our quarterly operating results, including the levels of our revenue, costs of revenue, exclusive of depreciation and amortization, net loss before income taxes and cash flows, may fluctuate as a result of a variety of factors, including adverse macroeconomic conditions, the product mix that we sell, the relative sales related to our platforms and solutions and other factors which are outside of our control. If our quarterly revenue or results of operations fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially. Fluctuations in our results of operations may be due to a number of factors, including:

- the portion of our revenue attributable to IoT Connectivity and IoT Services, including hardware and other sales;
- our ability to manage the businesses we have acquired, and to integrate and manage any future acquisitions of businesses;
- fluctuations in demand, including due to seasonality or broader economic factors, for our platforms and solutions;
- changes in pricing by us in response to competitive pricing actions;
- the ability of our hardware vendors to continue to manufacture high-quality products and to supply sufficient components and products to meet our demands;
- the timing and success of introductions of new solutions, products or upgrades by us or our competitors and the entrance of new competitors;
- changes in our business and pricing policies or those of our competitors;
- our ability to control costs, including our operating expenses and the costs of the hardware we purchase;
- changes in U.S. trade policies, including new or potential tariffs or penalties on imported products;
- competition, including entry into the industry by new competitors and new offerings by existing competitors;
- issues related to introductions of new or improved products such as supply chain disruptions or shortages of prior generation products or short-term decreased demand for next-generation products;
- perceived or actual problems with the security, privacy, integrity, reliability, quality or compatibility of our solutions, including those related to security breaches in our systems, our subscribers' systems, unscheduled downtime, or outages;
- the amount and timing of expenditures, including those related to expanding our operations (including through acquisitions), increasing research and development, introducing new solutions or paying litigation expenses;
- the ability to effectively manage growth within existing and new markets domestically and abroad;
- changes in the payment terms for our platforms and solutions;
- collectability of receivables due from customers and other third parties;
- the strength of regional, national and global economies; and
- the impact of natural disasters such as earthquakes, hurricanes, fires, power outages, floods, epidemics, pandemics and public health crises, and other catastrophic events or man-made problems such as terrorism, civil unrest and actual or threatened armed conflict, or global or regional economic, political, and social conditions.

We have a history of operating losses and may not be able to achieve or sustain profitability in the future.

We have a history of operating losses, and we may not achieve or maintain profitability in the future. We are not certain whether or when we will be able to achieve or sustain profitability in the future. Additionally, expenses may increase in future periods if we continue to invest in growth, which could negatively affect our future results of operations if our revenue does not increase commensurate with our expenses. Any failure to increase our revenue as we invest in our business, or to manage our costs, could prevent us from achieving or maintaining profitability or positive cash flow. If we are unable to successfully address these risks and challenges, our business, financial condition, results of operations, and prospects could be materially adversely affected.

We have historically grown by acquisition. Investment in new business strategies and acquisitions could result in operating difficulties, dilution of our common stock, and other consequences that could harm our business, financial condition, and operating results.

New business strategies and acquisitions are important elements of our strategy and use of capital. We are likely to continue to evaluate and enter into discussions regarding a wide array of such potential strategic transactions, which could create unforeseen operating difficulties and expenditures. Some of these areas where we face risk include:

- Diversion of management time and focus from operating our business to challenges related to acquisitions and other strategic transactions;
- Failure to successfully integrate the acquired operations, technologies, services and personnel (including cultural integration and retention of employees) and further develop the acquired business and technology;
- Implementation or remediation of controls, procedures, and policies at the acquired company;
- Integration of the acquired company's accounting and administrative systems, and the coordination of product, engineering, and sales and marketing functions;
- Transition of operations, users, and customers onto our existing platforms;
- In the case of foreign acquisitions, the need to integrate operations across different cultures and languages and to address the particular economic, currency, political, and regulatory risks associated with specific countries;
- Failure to accomplish commercial, strategic or financial objectives with respect to investments;
- Failure to realize the value of investment due to lack of liquidity;
- Liability for activities of the acquired company before the acquisition, including patent and trademark infringement claims, data privacy and security issues, violations of laws, commercial disputes, tax liabilities, warranty claims, product liabilities, and other known and unknown liabilities; and
- Litigation or other claims in connection with the acquired company, including claims from terminated employees, customers, former stockholders, or other third parties.

Our failure to address these risks or other problems encountered in connection with our past or future acquisitions and other strategic transactions could cause us to fail to realize their anticipated benefits, incur unanticipated liabilities, and harm our business generally.

Our acquisitions and other strategic transactions could also result in dilutive issuance of our equity securities, the incurrence of debt, contingent liabilities, amortization expenses, or impairment of goodwill and/or long lived-assets, and restructuring charges. Also, the anticipated benefits or value of our acquisitions and other strategic transactions may not materialize. Further, market reaction to an acquisition may not be as we anticipate. Any or all of the foregoing could materially harm our financial condition and operating results, and / or cause our stock price to decline substantially.

We face risks related to the restatement of our previously issued unaudited condensed consolidated financial statements and financial information for the interim financial period for the second quarter of 2024, which may adversely impact our business.

As described in Item 4.02 of our Current Report on Form 8-K filed with the SEC on November 12, 2024, during the preparation of our condensed consolidated financial statements for the quarter ended September 30, 2024, we concluded that the Company’s previously issued unaudited condensed consolidated financial statements contained within the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2024, which was originally filed with the SEC on August 14, 2024, should no longer be relied upon, and that such financial statements should be restated. It was concluded that the Company’s goodwill impairment expense was materially misstated in the second quarter of 2024. The conclusion was based on management’s determination that it miscalculated its goodwill impairment for the quarter ending June 30, 2024 by deducting debt issuance costs from the fair value of the debt which was then used to determine the value of the Company’s goodwill impairment at that time. The debt issuance costs should not have been deducted from the fair value of the associated debt.

As a result of the restatement, we are subject to a number of additional risks and uncertainties which may affect investor confidence in the accuracy of our financial disclosures and may raise reputational issues for our business. We expect to continue to face many risks and challenges related to the restatement, including the risk that the processes undertaken to effect the restatement may not have been adequate to identify and correct all errors in our historical financial statements and, as a result, we may discover additional errors and our financial statements remain subject to the risk of future restatement. We are also at risk of potential litigation or other disputes which may include, among others, claims invoking the federal and state securities laws, or other claims arising from the restatement. As of the date of this Annual Report on Form 10-K, we are not aware of any such disputes arising out of the restatement. If one or more of the foregoing risks or challenges persist, our business, operations and financial condition are likely to be materially and adversely affected.

As a public company, we must maintain internal control over financial reporting. We have identified material weaknesses in our internal control over financial reporting. If remediation of such material weaknesses is not effective, or if we fail to develop and maintain proper and effective internal control over financial reporting and disclosure controls and procedures, our ability to produce timely and accurate financial statements, comply with applicable laws and regulations, or access the capital markets could be impaired.

As a public company, our management is responsible for designing, implementing, and actively evaluating our internal control over financial reporting in a manner that meets the standards of publicly traded companies required by Section 404(a) of the Sarbanes-Oxley Act.

The process of designing and implementing effective internal control over financial reporting is a continuous effort that requires us to anticipate and react to changes in our business and the economic and regulatory environments and to expend significant resources to maintain internal control over financial reporting that are adequate to satisfy our reporting obligations as a public company. The rules governing the standards that must be met for our management to assess our internal control over financial reporting are complex and require significant documentation, testing, and remediation. Testing and maintaining our internal control over financial reporting and remediating material weaknesses may divert our management's attention from other matters that are important to our business.

We have identified material weaknesses in our internal control over financial reporting as defined in Rule 13a-15(f) under the Exchange Act, which are disclosed in Part II, Item 9A, "Controls and Procedures" in this Annual Report on Form 10-K. A material weakness is defined as a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. For a detailed discussion regarding the material weaknesses identified as well as management's remediation plans, see Part II, Item 9A, "Control and Procedures" in this Annual Report on Form 10-K. If we are unable to accomplish our remediation objectives in a timely and effective fashion, our ability to comply with the financial reporting requirements and other rules that apply to public companies could be impaired. We may not remediate our material weaknesses in a timely and effective manner. Furthermore, new material weaknesses may arise in the future. If our remediation measures are insufficient to address the material weaknesses, or if additional material weaknesses in our internal control are discovered or occur in the future, our financial statements may contain material misstatements and we could be required to further restate our financial results again.

If we fail to develop and maintain proper and effective internal control over financial reporting, or remediate our current material weaknesses in a timely fashion, our ability to produce timely and accurate financial statements, comply with applicable laws and regulations, or access capital markets could be impaired, and could also cause us to fail to meet our reporting obligations and cause stockholders to lose confidence in our financial results, which could materially and adversely affect us.

Further, there are inherent limitations in the effectiveness of any control system, including the potential for human error and the possible circumvention or overriding of controls and procedures. Additionally, judgments in decision-making can be faulty and breakdowns can occur because of a simple error or mistake. An effective control system can provide only reasonable, not absolute, assurance that the control objectives of the system are adequately met. Finally, projections of any evaluation or assessment of effectiveness of a control system to future periods are subject to the risks that, over time, controls may become inadequate because of changes in an entity's operating environment or deterioration in the degree of compliance with policies or procedures.

Our senior management team may have limited experience with the complexities of managing a publicly traded company.

Since becoming a public company in 2021, we have been required, on an ongoing basis, to comply with various laws, regulations and requirements, including the requirements of the Exchange Act, related regulations of the SEC, and continued listing requirements of the NYSE, along with certain extremely technical and complex accounting requirements of GAAP, and reports required under these laws, regulations, and requirements, which must be communicated to the market on a timely basis. Our senior management team may have limited experience with these laws, regulations, and requirements, and a failure to timely identify any potential for noncompliance with the foregoing may result in a material adverse event, and have significant consequences to our stockholders.

The ultimate effect of the 1-for-5 reverse stock split on the market price of our common stock cannot be predicted with any certainty and shares of our common stock have likely experienced decreased liquidity as a result of such reverse stock split.

On July 1, 2024, the Company effected a 1-for-5 reverse stock split of its common stock. The liquidity of our common stock may be adversely affected given the reduced number of shares of our common stock that are now outstanding following the reverse stock split. As a result of the lower number of shares outstanding following the reverse stock split, the market for our common stock may also become more volatile, which may lead to reduced trading and a smaller number of market makers for our common stock. Our share price may not attract new investors, including institutional investors. In addition, the market price of our common stock may not satisfy the investing requirements of those investors. The trading liquidity of our common stock may not improve. All the foregoing risks may result in a material adverse effect to our stockholders.

Our liabilities exceed our assets, which may have a material adverse effect on our ability to raise further equity capital, refinance our debt on favorable terms or at all, or issue new debt.

The consolidated financial statements included in this Annual Report on Form 10-K reflect that the book value of our liabilities exceeds the book value of our assets. Further, the fair value of our debt reflects a discount to its par (or principal) value. We may therefore face constraints on our ability to raise further equity capital, refinance our debt on favorable terms or at all, or issue new debt, all of which could have a material adverse effect on our business.

Risks Related to Our Products and Technology

The 5G market may take longer to materialize than we expect or, if it does materialize rapidly, we may not be able to meet the development schedule and other customer demands.

The growth of the 5G market and its emerging standards, including the newly-defined 5G NR standard, is accelerating and we believe that we are at the forefront of this newly-emerging standard. However, this market may take longer to materialize than we expect, which could delay important commercial milestones. Even if the market does materialize at the rapid pace that we are expecting, we may have difficulties meeting the aggressive timing expectations of our current customers and getting our target products to market on time to meet the demands of our target customers. We may have difficulties meeting the market and technical specifications and timelines. It is also possible that offerings developed by others will render our offerings and initiatives noncompetitive or obsolete. Additionally, our target customers have no guarantee that the configurations of their respective target products will be successful or that they can reach the appropriate target client base to provide a positive return on the research and development investments we are making in the 5G market. We are pursuing 5G opportunities in the U.S. and abroad. 5G markets outside of the U.S. will develop at different rates and we will encounter these challenges to varying degrees in different countries. Failure to manage challenges related to 5G markets and opportunities could adversely affect our business, financial condition, and results of operations.

Our growth depends in part on our ability to extend our technologies and products into new and expanded areas, including 5G. Our development and investments in these new technologies may not generate operating income or contribute to future results of operations that meet our expectations.

We continue to invest significant resources toward advancements primarily in support of 4G- and 5G-based technologies. We also invest in new and expanded product areas by utilizing our existing technical and business expertise and through acquisitions or other strategic transactions. Our future growth depends on our ability to develop leading and cost-effective technologies and products for these new and expanded areas and developing technologies. In particular, our growth depends significantly on our ability to develop and commercialize products using 5G technologies. To the extent the 5G rollout is delayed due to interference with existing technologies, or adoption of 5G is slowed as a result of such concerns, we may incur significant costs and asset impairments, which could adversely affect our business, financial condition, and results of operations.

If we are unable to support customers with low latency and/or high throughput IoT use cases, our revenue growth and profitability will be harmed.

As wireless networks have evolved to support higher speeds, IoT devices have included more advanced capabilities such as video, real-time event logging, edge computing services (where computing is completed on or near the site of the sensor), and voice controls. As a result, customers have developed IoT applications that consume more network resources and require much lower network latency. In order to support these new customers and the increasing number of 5G use cases, we must continue to make significant investments in network capacity, infrastructure, and edge virtualization solutions. The timely deployment of higher capacity infrastructure and edge virtualization to support high throughput, low latency IoT applications is critical to keeping and attracting key customers, the failure of which could adversely affect our business, financial condition, and results of operations.

Our products are highly technical and may contain undetected errors, product defects, security vulnerabilities, or software errors.

Our products and solutions, including our software products, are highly technical and complex and, when deployed, may contain errors, defects, or security vulnerabilities including but not limited to vulnerabilities resulting from the use of third-party hardware and software. We must develop our products quickly to keep pace with the rapidly changing market, and we have a history of frequently introducing new products. Products and services as sophisticated as ours could contain undetected errors or defects, especially when first introduced or when new models or versions are released. Such occurrences could result in damage to our reputation, lost revenue, diverted development resources, increased customer service and support costs, warranty claims, and litigation.

We warrant that our products will be free of defects for various periods of time, depending on the product. In addition, certain of our contracts include epidemic failure clauses. If invoked, these clauses may entitle the customer to return or obtain credits for products and inventory, or to cancel outstanding purchase orders even if the products themselves are not defective.

Errors, viruses, or bugs may be present in software or hardware that we acquire or license from third parties and incorporate into our products or in third-party software or hardware that our customers use in conjunction with our products. Our customers' proprietary software and network firewall protections may corrupt data from our products and create difficulties in implementing our solutions. Changes to third-party software or hardware that our customers use in conjunction with our software could also render our applications inoperable. Any errors, defects, or security vulnerabilities in our products or any defects in, or compatibility issues with, any third-party hardware or software or customers' network

environments discovered after commercial release could result in loss of revenue or delay in revenue recognition, loss of customers, theft of trade secrets, data or intellectual property and increased service and warranty cost, any of which could adversely affect our business, financial condition, and results of operations.

Undiscovered vulnerabilities in our products alone or in combination with third-party hardware or software could expose them to hackers or other unscrupulous third parties who develop and deploy viruses, and other malicious software programs that could attack our products. Actual or perceived security vulnerabilities in our products could harm our reputation and lead some customers to return products, reduce or delay future purchases, or use competitive products.

If there are interruptions, outages, or performance degradation problems associated with the network infrastructure used to provide our services, customers may experience service outages, which may impact our reputation and future sales.

Our continued success depends, in part, on our ability to provide highly available services to our customers. The majority of our current and future customers expect to use our services 24 hours a day, seven days a week, without interruption or degradation of performance. Since a large majority of customer network traffic routes through hardware managed by us, any outage or performance problem that occurs within this infrastructure could impair the ability of our customers to transmit wireless data traffic to our destination servers, which could negatively impact the customers' IoT devices or solutions. Potential outages and performance problems may occur due to a variety of factors, including hardware failure, equipment configuration changes, capacity constraints, human error and the introduction of new functionality. Additionally, we depend on services from various third parties to support IoT networks and platforms. If a third party experiences a service outage, a product defect or bug, or performance degradation, such failures could interrupt customers' ability to use our services, which could also negatively affect their perception of our service reliability. Our services are hosted in our third-party data centers and any outages in these centers from any source including catastrophic events such as terrorist attacks, floods, power failures, earthquakes, etc. can impact the availability of our services, which could adversely affect our business, financial condition, and results of operations.

Our internal and customer-facing systems, and systems of third parties we rely upon, may be subject to cybersecurity breaches, disruptions, ransom attacks or delays.

A cybersecurity incident in our own systems or the systems of our third-party providers may compromise the confidentiality, integrity, or availability of our own internal data, the availability of our products, and websites designed to support our customers or our customer data. Computer hackers, ransom attacks, foreign governments, or cyber terrorists may attempt to or succeed in penetrating our network security and our website. The discovery of wide-scale cybersecurity intrusions into U.S. government and private company computer networks by alleged Russian state actors underscores the ongoing threat posed by sophisticated and foreign state-sponsored attacks. The frequency of ransomware and malware attacks has also been increasing over time. Unauthorized access and theft to our proprietary business information or customer data or rendering them unusable for our use through encryption, may be accomplished through break-ins, sabotage, theft of IoT data streams and transmissions, breach of our secure network by an unauthorized party, computer viruses, computer denial-of-service attacks, employee theft or misuse, ransomware attacks, breach of the security of the networks of our third-party providers, or other misconduct. Additionally, outside parties may attempt to fraudulently induce employees or users to disclose sensitive or confidential information to gain access to data.

Despite our efforts to maintain the security and integrity of our systems, it is impossible to eliminate this risk. Because the techniques used by computer hackers who may attempt to penetrate and sabotage our network security or our website change frequently, they may take advantage of weaknesses in third-party technology or standards of which we are unaware or that we do not control and may not be recognized until long after they have been launched against a target. We may be unable to anticipate or counter these techniques. It is also possible that unauthorized access to customer data or confidential information may be obtained through inadequate use of security controls by customers, vendors, or business partners. Efforts to prevent hackers from disrupting our service or otherwise accessing our systems are expensive to develop, implement, and maintain. Such efforts require ongoing monitoring and updating as technologies change and efforts to overcome security measures become more sophisticated and may limit the functionality of, or otherwise adversely impact our service offering and systems. A cybersecurity incident affecting our systems may also result in the theft of our intellectual property, proprietary data, or trade secrets, potentially compromising our competitive position, reputation, and operating results. We also may be required to notify regulators about any actual or perceived personal data breach(es) (including the European Union Lead Data Protection Authority) as well as the individual(s) who are affected by the incident within strict time periods.

The systems we rely upon also remain vulnerable to damage or interruption from a number of other factors, including access to the internet, the failure of our network or software systems, or significant variability in visitor traffic on our product websites, earthquakes, floods, fires, power loss, telecommunication failures, computer viruses, human error, and similar events or disruptions. Some of our systems are not fully redundant, and our disaster recovery planning is not sufficient for all eventualities. Our systems are also subject to intentional acts of vandalism. Despite any precautions we may take, the occurrence of a natural disaster, a decision by any of our third-party hosting providers to close a facility we use without adequate notice for financial or other reasons, or other unanticipated problems at our hosting facilities could cause system interruptions and delays, and result in loss of critical data and lengthy interruptions in our services.

We rely on our information systems and those of third parties for activities such as processing customer orders, delivery of products, hosting and providing services and support to our customers, billing and tracking our customers, hosting and managing our customer data, and otherwise running our business. Any disruptions or unexpected incompatibilities in our information systems and those of the third parties upon which we rely could have a significant impact on our business.

An increasing portion of our revenue comes from subscription solutions and other hosted services in which we store, retrieve, communicate, and manage data that is critical to our customers' business systems. Disruption of our systems that support these services and solutions could cause disruptions in our customers' systems and in the businesses that rely on these systems. Any such disruptions could harm our reputation, create liabilities for our customers, hurt demand for our services and solutions, and adversely impact our business, financial condition, and results of operations.

We may become involved in litigation that could materially adversely affect our business, financial condition, results of operations, and prospects.

We may become a party to litigation and disputes related to our intellectual property, business practices, regulatory compliance, products, or platform. While we intend to vigorously defend these lawsuits, litigation can be costly and time-consuming, divert the attention of management and key personnel from our business operations, and dissuade prospective customers from subscribing to our products. We may need to settle litigation and disputes on terms that are unfavorable to us, or we may be subject to an unfavorable judgment that may not be reversible upon appeal. The terms of any settlement or judgment may require us to cease some or all of our operations or pay substantial amounts to the other party. In addition, our customer agreements include provisions requiring us to indemnify our customers against liabilities if our products infringe a third party's intellectual property rights, and we have negotiated other specific indemnities with certain customers, in each case, which could require us to make payments to such customers. During the course of any litigation or dispute, we may make announcements regarding the results of hearings and motions and other interim developments. If securities analysts and investors consider these announcements negative, our stock price may decline. With respect to any intellectual property rights claim, we may have to seek a license to continue practices found to be in violation of third-party rights, which may not be available on reasonable terms and may significantly increase our operating expenses. A license to continue such practices may not be available to us, and we may be required to develop alternative non-infringing technology or practices or discontinue our practices. The development of alternative, non-infringing technology or practices could require significant effort and expense. Any of the above could materially adversely affect our business, financial condition, and results of operations.

Risks Related to Customers and Demand for Our Solutions

Our inability to adapt to rapid technological change in our markets could impair our ability to remain competitive and adversely affect the results of operations.

All of the markets in which we operate are characterized by rapid technological change, frequent introductions of new products, services and solutions, and evolving customer demands. In addition, we are affected by changes in the many industries related to the products or services we offer, including Connectivity services and IoT Solutions offered to our Connected Health, Fleet Management, Communication Services, Asset Management and Industrial verticals. As the technologies used in each of these industries evolve, we will face new integration and competition challenges. For example, eSIM and eUICC standards may evolve and we will have to evolve our technology to such standards. If we are unable to adapt to rapid technological change, it could adversely affect our business, financial condition, and results of operations and our ability to remain competitive.

Additionally, the deployment of 5G network technology is subject to a variety of risks, including those related to equipment and spectrum availability, unexpected costs, and regulatory permitting requirements that could cause deployment delays or network performance issues. These issues could result in significant costs or reduce the anticipated benefits of the enhancements to our networks. If our services or solutions fail to gain acceptance in the marketplace, or if costs associated with the implementation and introduction of these services or solutions materially increase, our ability to retain and attract customers could be adversely affected.

We may not be able to retain and increase sales to our existing customers, which could negatively impact our financial results.

We generally seek to license our platform and solutions pursuant to customer subscriptions. However, our customers have no obligation to maintain the subscription and can often terminate with 30 days' notice. We also actively seek to sell additional solutions to our existing customers. If our efforts to satisfy our existing customers are not successful, we may not be able to retain them or sell additional functionality to them and, as a result, our revenue and ability to grow could be adversely affected. Customers may choose not to renew their subscriptions for many reasons, including the belief that our service is not required for their business needs or is otherwise not cost-effective, a desire to reduce discretionary spending or a belief that our competitors' services provide better value. Additionally, our customers may not renew for reasons entirely out of our control, such as the dissolution of their business or an economic downturn in their industry. A significant increase in our churn rate would have an adverse effect on our business, financial condition, and operating results.

A part of our growth strategy is to sell additional new features and solutions to our existing customers. Our ability to sell new features to customers will depend in significant part on our ability to anticipate industry evolution, practices and standards and to continue to enhance existing solutions or introduce or acquire new solutions on a timely basis to keep pace with technological developments both within our industry and in related industries, and to remain compliant with any regulations mandated by federal agencies or state-mandated or foreign government regulations as they pertain to our customers. However, we may prove unsuccessful either in developing new features or in expanding the third-party software and products with which our solutions integrate. In addition, the success of any enhancement or new feature depends on several factors, including the timely completion, introduction and market acceptance of the enhancement or feature. Any new solutions we develop or acquire might not be introduced in a timely or cost-effective manner and might not achieve the broad market acceptance necessary to generate

significant revenue. If any of our competitors implement new technologies before we are able to implement them or better anticipate the innovation and integration opportunities in related industries, those competitors may be able to provide more effective or less expensive solutions than ours.

The marketability of our products may suffer if wireless telecommunications operators do not deliver acceptable wireless services.

The success of our business depends, in part, on the capacity, affordability, reliability, and prevalence of wireless data networks provided by wireless telecommunications operators and on which our products and solutions operate.

Currently, various wireless telecommunications operators, either individually or jointly with us, sell our products in connection with the sale of their wireless data services to their customers. Growth in demand for wireless data access may be limited if, for example, wireless telecommunications operators cease or materially curtail operations, fail to offer services that customers consider valuable at acceptable prices, change the terms of trade to us including offering us meaningful volume discounts without unduly high volume commitments, fail to maintain sufficient capacity to meet the demand for wireless data access, delay the expansion of their wireless networks and services, fail to offer and maintain reliable wireless network services or fail to market their services effectively. Lack of demand for wireless data access could adversely affect our business, financial condition, and results of operations.

Reduction in regulation in certain markets may adversely impact demand for certain of our solutions by reducing the necessity for, or desirability of, our solutions.

Regulatory compliance and reporting are driven by legislation and requirements, which are often subject to change, from regulatory authorities in nearly every jurisdiction globally. For example, in the United States, fleet operators can face numerous complex regulatory requirements, including mandatory Compliance, Safety and Accountability driver safety scoring, hours of service, compliance and fuel tax reporting. A reduction in regulation in certain markets may adversely impact demand for certain of our solutions, which could materially and adversely affect our business, financial condition and results of operations. Conversely, an increase in regulation could increase our cost of providing services, which could adversely affect our business, financial condition, and results of operations.

Risks Related to Our Intellectual Property

We are dependent on proprietary technology, and protection of our interests in such could result in litigation that could divert significant valuable resources.

Our future success and competitive position are dependent upon our proprietary technology. Despite our efforts to protect our intellectual property, unauthorized parties may attempt to copy or otherwise obtain our software or develop software with the same functionality or obtain and use information that we regard as proprietary. Others may develop technologies that are similar or superior to our technology or duplicate our technology. In addition, effective copyright, patent, and trade secret protection may be unavailable, limited, or not applied for in certain countries. The steps taken by us to protect our technology might not prevent the misappropriation of such technology.

The value of our products relies substantially on our technical innovation in fields in which there are many current patent filings. Third parties may claim that we or our customers (some of whom are indemnified by us) are infringing their intellectual property rights. For example, individuals and groups may purchase intellectual property assets for the purpose of asserting claims of infringement and attempting to extract settlements from us or our customers, and it may be necessary for us to secure a license from such patent holders, redesign our products, or withdraw products from the market. In addition, the legal costs and engineering time required to safeguard intellectual property or to defend against litigation could become a significant expense to operations. Any such litigation could require us to incur substantial costs and divert significant valuable resources, including the efforts of our technical and management personnel, potentially adversely affecting our business, financial condition, and results of operations.

If we are unable to protect our intellectual property and proprietary rights, our competitive position and our business could be harmed.

We rely on a combination of intellectual property laws, trade secrets, confidentiality procedures, and contractual provisions to protect our intellectual property and proprietary rights. Monitoring unauthorized use of our intellectual property is difficult and costly. The steps we have taken to protect our proprietary rights may not be adequate to prevent misappropriation of our intellectual property. We may not be able to detect unauthorized use of, or take appropriate steps to enforce, our intellectual property rights. Our competitors may also independently develop similar technology. In addition, the laws of many countries do not protect our proprietary rights to as great an extent as the laws of the United States. Any failure by us to meaningfully protect our intellectual property could result in competitors offering products that incorporate our most technologically advanced features, potentially reducing demand for our products and solutions. In addition, we may in the future need to initiate infringement claims or litigation. Litigation, whether we are a plaintiff or a defendant, can be expensive, time consuming, and may divert the efforts of our technical staff and managerial personnel, adversely affecting our business, financial condition, and results of operations, whether or not such litigation results in a determination favorable to us.

An assertion by a third-party that we are infringing on its intellectual property could subject us to costly and time-consuming litigation or expensive licenses and our business could be harmed.

The technology industries involving mobile data telecommunications, IoT devices, software, and services are characterized by the existence of a large number of patents, copyrights, trademarks, and trade secrets and by frequent litigation based on allegations of infringement or other violations of intellectual property rights. Much of this litigation involves patent holding companies or other adverse patent owners who have no relevant product revenue of their own, and against whom our own patent portfolio may provide little or no deterrence. One or more patent infringement lawsuits from non-practicing entities may be brought against us or our subsidiaries in the ordinary course of business.

We or our subsidiaries may not prevail in any current or future intellectual property infringement or other litigation given the complex technical issues and inherent uncertainties in such litigation. Defending such claims, regardless of their merit, could be time consuming and distracting to management, result in costly litigation or settlement, cause development delays, or require us or our subsidiaries to enter into royalty or licensing agreements. In addition, we or our subsidiaries could be obligated to indemnify our customers against third parties' claims of intellectual property infringement based on our products or solutions. If our products or solutions violate any third-party intellectual property rights, we could be required to withdraw them from the market, re-develop them or seek to obtain licenses from third parties, which might not be available on reasonable terms or at all. Any efforts to re-develop our products or solutions, obtain licenses from third parties on favorable terms or license a substitute technology might not be successful and, in any case, might substantially increase our costs and harm our business, financial condition, and operating results. Withdrawal of any of our products or solutions from the market could harm our business, financial condition, and operating results.

In addition, we incorporate open-source software into our products and solutions. Given the nature of open-source software, third parties might assert copyright and other intellectual property infringement claims against us based on our use of certain open-source software programs. The terms of many open-source licenses to which we are subject have not been interpreted by U.S. courts or courts of other jurisdictions, and there is a risk that those licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to commercialize our products and solutions. In that event, we could be required to seek licenses from third parties in order to continue offering our products and solutions, to re-develop our solutions, to discontinue sales of our solutions, or to release our proprietary software source code under the terms of an open-source license, any of which could adversely affect our business, financial condition, and results of operations.

Risks Related to Competition

The market for the products and services that we offer is rapidly evolving and highly competitive. We may be unable to compete effectively.

The market for the products and services that we offer is rapidly evolving and highly competitive. Our products compete with a variety of solutions, including other subscription-based IoT platforms and solutions. We expect competition to continue to increase and intensify, especially in the 5G market. Many of our competitors or potential competitors have significantly greater financial, technical, operational, and marketing resources than we do. These competitors, for example, may be able to respond more rapidly or more effectively than we can to new or emerging technologies, changes in customer requirements, supplier-related developments, or a shift in the business landscape. They also may devote greater or more effective resources than we do to the development, manufacture, promotion, sale, and post-sale support of their respective products and services.

Many of our current and potential competitors have more extensive customer bases and broader customer, supplier, and other industry relationships that they can leverage to establish competitive dealings with many of our current and potential customers. Some of these companies also have more established and larger customer support organizations than we do. In addition, these companies may adopt more aggressive pricing policies or offer more attractive terms to customers than they currently do, or than we are able to do. They may bundle their competitive products with broader product offerings and may introduce new products, services and enhancements. Current and potential competitors might merge or otherwise establish cooperative relationships among themselves or with third parties to enhance their products, services, or market position. In addition, at any time any given customer or supplier of ours could elect to enter our then-existing line of business and thereafter compete with us, whether directly or indirectly. As a result, it is possible that new competitors or new or otherwise enhanced relationships among existing competitors may emerge and rapidly acquire significant market share to the detriment of our business.

We expect our competitors to continue to improve the features and performance of their current products and to introduce new products, services, and technologies which, if successful, could reduce our sales and the market acceptance of our products, generate increased price competition, and make our products obsolete. For our products to remain competitive, we must, among other things, continue to invest significant resources (financial, human, and otherwise) in, among other things, research and development, sales and marketing, and customer support. We may not have or continue to have sufficient resources to make these investments. Also, we may not be able to make technological advances in the marketplace, meet changing customer requirements, achieve market acceptance and respond to our competitors' products. If we are unable to compete effectively, it could adversely affect our business, financial condition, and results of operations.

We depend upon the continuing contributions of our senior management team and other key personnel. We may not be able to maintain and expand our business if we lose members of our senior management team or other key personnel or are not able to hire, retain, and manage additional qualified personnel.

Our success in the future depends in part on the continued contribution of our senior management team and technical, engineering, sales, marketing, operations, and administrative personnel. Recruiting and retaining skilled personnel in the industries in which we operate, including engineers and other technical staff, and skilled sales and marketing personnel, is highly competitive. In addition, in the event that we acquire

another business or company, the success of an acquisition may depend in part on our retention and integration of key personnel from the acquired company or business.

Although we may enter into employment agreements with members of our senior management team and other key personnel, these arrangements do not prevent any of our management or key personnel from leaving us. If one or more of our senior management team or other key personnel is unable or unwilling to continue in their present positions, we may not be able to replace them easily or at all, and other senior management may be required to divert their attention from other aspects of the business. If we lose any of these individuals or are not able to attract or retain qualified personnel in the future, or if we experience delays in hiring required personnel, including technical, engineering, sales, marketing, operations, and administrative personnel, we may not be able to maintain and expand our business.

Risks Related to Developing and Delivering Our Solutions

We are dependent on telecommunications carriers to provide our IoT Connectivity Services and a disruption in one or more of these relationships could significantly adversely impact our business.

Our IoT Connectivity services are built on top of cellular connectivity provided by large telecommunications carriers and while we have a large number of carrier relationships, there is a significant concentration of revenue derived from connectivity built on top of cellular networks provided by our top three carrier relationships, as these three carriers dominate the U.S. telecommunications carrier market.

Our inability to keep an ongoing contractual relationship with our existing or desired future telecommunications carrier partners or to maintain favorable terms of trade with them including competitive pricing, reasonable or no volume commitments, payment terms, access to the latest cellular and network technologies including 5G, eSIMs, and eUICC, could adversely affect our ability to sell our connectivity services to customers. Our contracts with large telecommunications carriers are not long-term, and so are subject to frequent renegotiation. Additional consolidation of carriers could further reduce our bargaining power in negotiations with carriers, adversely affecting our business, financial condition, and results of operations.

We are dependent on a limited number of suppliers for certain critical components of our solutions; a disruption in our supply chain could adversely affect our revenue and results of operations.

Our current reliance on a limited group of suppliers involves risks, including a potential inability to obtain an adequate supply of required products or components to meet customers' IoT Solutions delivery requirements, a risk that we may accumulate excess inventories if we inaccurately forecast demand for our products, reduced control over pricing and delivery schedules, discontinuation of or increased prices for certain components, and economic conditions that may adversely impact the viability of our suppliers and contract manufacturers. Any disruption in our supply chain could reduce our revenue and adversely impact our financial results. Such a disruption could occur as a result of any number of events, including, but not limited to, increases in wages that drive up prices or labor stoppages, the imposition of regulations, quotas or embargoes on components, a scarcity of, or significant increase in the price of, required electronic components for our products, trade restrictions, tariffs or duties, fluctuations in currency exchange rates, transportation failures affecting the supply chain and shipment of materials and finished goods, third-party interference in the integrity of the products sourced through the supply chain, the unavailability of raw materials, severe weather conditions, natural disasters, civil unrest, military conflicts, geopolitical developments, war or terrorism, including the ongoing conflicts in Ukraine and the Middle East, regional or global pandemics, and disruptions in utility and other services. Any inability to obtain adequate deliveries or any other circumstance that would require us to seek alternative sources of supply or to manufacture, assemble, and test such components internally could significantly delay our ability to ship our products, which could damage relationships with current and prospective customers, harm our reputation and brand and adversely affect our business, financial condition, and results of operations.

Natural disasters, public health crises and pandemics, political crises, civil unrest, climate change, and other catastrophic events or other events outside of our control could damage our facilities or the facilities of third parties on which we depend and could impact consumer spending.

If any of our facilities or the facilities of our third-party service providers including for example our telecommunications carrier partners, other suppliers of products that are components of our IoT Solutions, our data center providers, or our other partners are affected by natural disasters, such as earthquakes, tsunamis, wildfires, power shortages, floods, civil unrest, public health crises (such as pandemics and epidemics), political crises (such as terrorism, war, political instability or other conflict), climate change, or other events outside our control, including a cyberattack, our critical business or IT systems could be destroyed or disrupted and our ability to conduct normal business operations and our revenue, financial condition, and operating results could be adversely affected.

Natural disasters, public health crises and pandemics, political crises, civil unrest, climate change, and other catastrophic events or other events outside of our control could impair the abilities of our employees to function effectively in their roles, given our mostly-remote workforce.

Our workforce is mostly remote and not office-based. If any member of our remote workforce is affected by a natural disaster (such as an earthquake, tsunami, wildfire, power shortage, flood, or hurricane), public health crisis (such as a pandemic and epidemic), political crisis (such as terrorism, war, political instability or other conflict), civil unrest (whether as an isolated incident or connected to an event such as a natural disaster or political crisis), climate change, or other catastrophic events outside our control, including a cyberattack, our employees' ability to

work effectively could be severely disrupted, and our ability to conduct normal business operations and our revenue, financial condition, and operating results could be adversely affected.

Our solutions integrate with third-party technologies and if our solutions become incompatible with these technologies, our solutions would lose functionality and our customer acquisition and retention could be adversely affected.

Our solutions integrate with third-party software and devices to allow our solutions to perform key functions. Errors, viruses or bugs may be present in third-party software that our customers use in conjunction with our solutions. Changes to third-party software that our customers use in conjunction with our solutions could also render our solutions inoperable. Customers may conclude that our software is the cause of these errors, bugs or viruses and terminate their subscriptions. The inability to easily integrate with, or any defects in, any third-party software could result in increased costs, or in delays in software releases or updates to our products until such issues have been resolved, adversely affecting our business, financial condition, results of operations, and future prospects and damaging our reputation.

Any significant disruption in service on our websites or in our computer systems could damage our reputation and result in a loss of customers, harming our business and operating results.

Our brand, reputation, and ability to attract, retain, and serve our customers are dependent upon the reliable performance of our services and our customers' ability to access our solutions at all times. Our customers rely on our solutions to make operating decisions related to their businesses, as well as to measure, store and analyze valuable data regarding their businesses. Our solutions are vulnerable to interruption and our data centers are vulnerable to damage or interruption from human error, intentional bad acts, computer viruses or hackers, earthquakes, hurricanes, floods, fires, war, terrorist attacks, power losses, hardware failures, systems failures, telecommunications failures, and similar events, any of which could limit our customers' ability to access our solutions. Prolonged delays or unforeseen difficulties in connection with adding capacity or upgrading our network architecture may cause our service quality to suffer. Any event that significantly disrupts our service or exposes our data to misuse could damage our reputation and harm our business, financial condition and results of operations, including reducing our revenue, causing us to issue credits to customers, subjecting us to potential liability, increasing our churn rates, or increasing our cost of acquiring new customers.

Risks Related to Regulatory Compliance

We face risks inherent in conducting business internationally, including compliance with international and U.S. laws and regulations that apply to our international operations.

We operate in many parts of the world that have experienced significant governmental corruption to some degree and, in certain circumstances, strict compliance with anti-bribery laws may conflict with local customs and practices. These laws and regulations include data privacy requirements, labor relations laws, tax laws, anti-competition regulations, import and trade restrictions, export control laws, and laws that prohibit corrupt payments to governmental officials or certain payments or remunerations to customers, including the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act, and other anti-corruption laws that have recently been the subject of a substantial increase in global enforcement. Many of our products are subject to U.S. export law restrictions that limit the destinations and types of customers to which our products may be sold or that require an export license in connection with sales outside the United States. Given the high level of complexity of these laws, there is a risk that some provisions may be inadvertently or intentionally breached, for example through fraudulent or negligent behavior of individual employees, our failure to comply with certain formal documentation requirements or otherwise. Also, we may be held liable for actions taken by our local partners. Violations of these laws and regulations could result in fines, criminal sanctions against us, our officers or our employees, and prohibitions or conditions on the conduct of our business. Any such violations could include prohibitions or conditions on our ability to offer our products in one or more countries and could materially damage our reputation, our brand, our international expansion efforts, our ability to attract and retain employees, and our business, financial condition and results of operations.

Our Connectivity services are within the often-shifting regulatory landscape of the Internet in the United States.

The primary service KORE provides in the United States is mobile broadband Internet connectivity. Historically, the FCC has recognized that broadband internet access services are "information services" subject to limited regulation. In 2015, the FCC issued a "network neutrality" decision that declared mass-market mobile broadband Internet access to be a commercial mobile radio service subject to certain "telecommunications service" regulations under Title II of the Communications Act of 1934. These regulations have the potential to limit the ways that mobile broadband Internet service providers can structure business arrangements and manage networks, and may spur additional restrictions, such as *de facto* rate regulation, which could adversely affect network investment and innovation and raise KORE's costs. In 2017, the FCC voted to return broadband internet access service to its prior classification as "information services." In 2023, the FCC announced its intention to consider rules aimed at subjecting mass market mobile broadband internet service to regulation under Title II again. KORE's services are not directly implicated by these rulings because KORE does not provide "mass market" Internet access. However, by virtue of allowing all customers to access any point of the Internet, KORE's Connectivity services are closely analogous to the services mentioned in the FCC's open internet orders, which creates the possibility that the FCC may begin regulating KORE's services in the future. As the FCC's treatment of the Internet evolves, so may KORE's FCC obligations.

As a result of the FCC's activities, it is unclear at this time how mobile broadband Internet services will be regulated in the future, and the potential impact those regulations may have on our IoT Connectivity and Services. In addition, while the FCC has not sought to specifically

regulate the manner in which broadband internet service providers manage network traffic, the FCC has nonetheless continued to adopt other forms of regulation over such services, which in the future may affect our operations and subject us to sanctions if we fail to comply with them. We cannot anticipate what additional requirements may be imposed on our broadband internet access business by federal, state, or local authorities in the future.

We are subject to evolving privacy laws in the United States and other jurisdictions that are subject to potentially differing interpretations and which could adversely impact our business and require that we incur substantial costs.

Existing privacy-related laws and regulations in the United States and other countries are evolving and are subject to potentially differing interpretations, and various U.S. federal and state or other international legislative and regulatory bodies may expand or enact laws regarding privacy and data security-related matters. For example, the EU-U.S. Privacy Shield, a basis for data transfers from the European Union to the U.S., was invalidated by the European Court of Justice, and we expect that the international transfer of personal data will present ongoing compliance challenges and complicate our business transactions and operations. Some countries are considering or have passed legislation that requires local storage and processing of data, including geospatial data.

In addition, in June 2018, California enacted the California Consumer Privacy Act (the "CCPA"), which took effect in January 2020 and has been amended by the California Privacy Rights Act (the "CPRA"), which passed via ballot initiative in November 2020 and took effect in January 2023. The CCPA and CPRA, among other things, give California residents expanded rights to access and delete their personal information, opt out of certain personal information sharing, and receive detailed information about how their personal information is used. Other states and the U.S. Congress have introduced data privacy legislation that may impact our business. Data privacy legislation, amendments and revisions to existing data privacy legislation, and other developments impacting data privacy and data protection may require us to modify our data processing practices and policies, increase the complexity of providing our products and services, and cause us to incur substantial costs in an effort to comply. Failure to comply may lead to significant fines and business interruption and could adversely affect our business, financial condition and results of operations.

Changes in U.S. and foreign tax rules and regulations, or interpretations thereof, may give rise to potentially adverse tax consequences and adversely affect our financial condition.

We generally conduct our international operations through wholly-owned subsidiaries and report our taxable income in various jurisdictions worldwide based on our business operations in those jurisdictions. Our corporate structure and associated transfer pricing policies contemplate the business flows and future growth into the international markets and consider the functions, risks and assets of the various entities involved in the intercompany transactions. The amount of taxes we pay in different jurisdictions will depend to a significant degree on the application of the tax laws of the various jurisdictions to our international business activities, changes in tax rates, new or revised tax laws or interpretations of existing tax laws and policies and our ability to operate our business in a manner consistent with our corporate structure and intercompany arrangements, any or all of which could result in additional tax liabilities or increases in, or in the volatility of, our effective tax rate.

The taxing authorities of the jurisdictions in which we operate may challenge our methodologies for pricing intercompany transactions, which are required to be computed on an arm's-length basis pursuant to the intercompany arrangements or disagree with our determinations as to the income and expenses attributable to specific jurisdictions. If such a challenge or disagreement were to occur, and our position was not sustained, we could be required to pay additional taxes, interest and penalties, which could result in one-time tax charges, higher effective tax rates, reduced cash flows and lower overall profitability of our operations; in addition, it is uncertain whether any such adverse effects could be mitigated by corresponding adjustments in other jurisdictions with respect to the items affected. Our financial statements could fail to reflect adequate reserves to cover such a contingency.

Further changes in the tax laws of foreign jurisdictions could arise, including as a result of the base erosion and profit-shifting project undertaken by the Organization for Economic Co-operation and Development (the "OECD"). The OECD, which represents a coalition of member countries, has issued recommendations that, in some cases, make substantial changes to numerous long-standing tax positions and principles; many of these changes have been adopted or are under active consideration by OECD members and/or other countries.

Recent changes to the U.S. tax laws impact the tax treatment of foreign earnings by, among other things, creating limits on the ability of taxpayers to claim and utilize foreign tax credits, imposing minimum effective rates of current tax on certain classes of foreign income, and imposing additional taxes in connection with specified payments to related foreign recipients, among other items. Due to our existing international business activities, which we anticipate expanding, any additional guidance such as U.S Treasury regulations and administrative interpretations may increase our worldwide effective tax rate and adversely affect our financial condition and operating results.

We are also subject to the examination of our tax returns by the U.S. Internal Revenue Service (the "IRS"), and other tax authorities. The final determination of tax audits and any related disputes could be materially different from our historical income tax provisions and accruals and could have an adverse effect on our financial statements for the period or periods for which the applicable final determinations are made.

Taxing authorities may successfully assert that we should have collected or in the future should collect sales and use, value added or similar taxes, and we could be subject to liability with respect to past or future sales, potentially adversely affecting our operating results.

Sales and use, value added, and similar tax laws and rates vary greatly by jurisdiction. Certain jurisdictions in which we have not historically collected such taxes may assert that such taxes are applicable, which could result in tax assessments, penalties and interest, to us or our end-customers for the past amounts, and we may be required to collect such taxes in the future. If we are unsuccessful in collecting such taxes from our end customers, we could be held liable for such costs. Such tax assessments, penalties and interest, or future requirements, could be material and may adversely affect our financial condition and operating results.

Our operations at our properties are subject, or may become subject, to environmental, health and safety regulations, which could impose additional costs and compliance requirements, and we may face claims and liability for breaches, or alleged breaches, of such regulations and other applicable laws.

We could be liable for any environmental contamination at, under or released from our or our predecessors' currently or formerly owned or operated properties. Certain environmental laws impose joint and several strict liability for releases of hazardous substances at such properties, without regard to fault or the legality of the original conduct. Costs associated with liability for removal or remediation of contamination or damage to natural resources could be substantial and liability under these laws may attach without regard to whether the responsible party knew of, or was responsible for, the presence of the contaminants. Accordingly, we may be held responsible for more than our share of the contamination or other damages, up to and including the entire amount of such damages. In addition to potentially significant investigation and remediation costs, such matters can give rise to claims from governmental authorities and other third parties, including for orders, inspections, fines or penalties, natural resource damages, personal injury, property damage, toxic torts and other damages. Our costs, liabilities and obligations relating to environmental matters could have a material adverse effect on our business, financial position, and results of operations.

Risks Related to Our Indebtedness

We have incurred substantial indebtedness that may decrease our business flexibility, access to capital, and/or increase our borrowing costs, and we may still incur substantially more debt, which may materially and adversely affect our operations and financial results.

Our indebtedness is significant and may:

- limit our ability to obtain additional financing to fund future working capital, capital expenditures, business opportunities, acquisitions, or other general corporate requirements;
- require a portion of our cash flows to be dedicated to debt service payments instead of other purposes, thereby reducing the amount of cash flows available for working capital, capital expenditures, business opportunities, acquisitions and other general corporate purposes;
- increase our vulnerability to adverse changes in general economic, industry and competitive conditions;
- expose us to the risk of increased interest rates as the majority of our borrowings are subject to variable rates of interest;
- place us at a competitive disadvantage compared to our less leveraged competitors; and
- increase our cost of borrowing.

In addition, our long-term debt may contain restrictive covenants that limit our ability to engage in activities that may be in our long-term best interest. Our failure to comply with those covenants could result in an event of default which, if not cured or waived, could permit the holders of our debt to declare all or part of their debt to be immediately due and payable. Any such event would adversely affect our business, results of operations, and financial condition.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we could face substantial liquidity problems and may be forced to reduce or delay investments and capital expenditures, or sell assets, seek additional capital or restructure or refinance our indebtedness, and such refinancing may not be on attractive terms, if available at all. Our ability to restructure or refinance our debt will depend on, among other things, the condition of the capital markets and our financial condition at such times. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. In addition, any failure to make payments of interest and principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit rating, potentially harming our ability to incur additional indebtedness and our financial condition. In the absence of such cash flows and resources, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt service and other obligations.

We may require additional capital to support our business, and this capital might not be available on acceptable terms, if at all.

We intend to continue to make investments to support our business and may require additional funds. In particular, we may seek additional funds to develop new products and enhance our platform and existing products, expand our operations, including our sales and marketing organizations and our presence outside of the United States, improve our infrastructure or acquire complementary businesses, technologies, services, products and other assets. In addition, we may use a portion of our cash to satisfy tax withholding and remittance obligations related to outstanding restricted stock units. Accordingly, we may need to engage in equity or debt financing to secure additional funds. If we raise additional funds through future issuances of equity or convertible debt securities, our stockholders could suffer significant dilution. Any debt financing that we may secure in the future could involve restrictive covenants relating to our capital raising activities, our ability to repurchase stock, and other financial and operational matters, which may make it more difficult for us to obtain additional capital and pursue business opportunities. We may not be able to obtain additional financing on terms favorable to us, if at all, particularly during times of market volatility

and general economic instability. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to support our business growth, scale our infrastructure, develop product enhancements and respond to business challenges could be significantly impaired, and our business, results of operations and financial condition may be adversely affected.

Risks Related to our Securities

The price of our securities may be volatile.

The trading price of our securities may fluctuate substantially and may be lower than the price at which you purchase such securities. This may be especially true for companies like ours with a small public float. The trading price of our securities may be volatile and subject to wide fluctuations due to a variety of factors, including:

- the success of competitive services or technologies;
- developments related to our existing or any future collaborations;
- regulatory or legal developments in the United States and other countries;
- developments or disputes concerning our intellectual property or other proprietary rights;
- the recruitment or departure of key personnel;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- variations in our financial results or those of companies that are perceived to be similar to us;
- general economic, industry and market conditions; and
- the other factors described in this "Risk Factors" section.

These market and industry factors may materially reduce the market price of our securities regardless of our operating performance.

Future issuances of shares of our common stock or other securities convertible into or exercisable for shares of our common stock could cause the market value of shares of our common stock to decline and could result in dilution of your shares.

A substantial number of warrants and Backstop Notes are outstanding, each of which are convertible into or exercisable for shares of our common stock.

Sales of substantial amounts of shares of our common stock, issuances of common stock upon the conversion or exercise of warrants or Backstop Notes, issuances of other classes of stock, or further issuances of preferred stock could cause the market price of shares of our common stock to decrease significantly. We cannot predict the effect, if any, of future sales of shares of our common stock, or the availability of shares of our common stock for future sales, on the value of shares of our common stock. Sales of substantial amounts of shares of our common stock, or the perception that such sales could occur, may adversely affect prevailing market prices for shares of our common stock.

We have received a delisting notice from the NYSE and are subject to continuing compliance monitoring by the NYSE. If we do not regain compliance with, and continue to meet, the NYSE continued listing standards, our common stock may be delisted.

Our common stock is currently listed for trading on the NYSE, and the continued listing of our common stock on the NYSE is subject to our compliance with applicable listing standards. On September 12, 2024, we were notified by the NYSE that we had failed to meet the NYSE's continued listing standards set forth in Section 802.01B of the NYSE Listed Company Manual because our average global market capitalization over a consecutive 30 trading-day period was less than $50 million, and, at the same time, our stockholders' equity was less than $50 million. We have submitted a plan to the NYSE regarding regaining our compliance with this requirement. If we are unable to regain and maintain compliance with the NYSE criteria for continued listing, our common stock may be delisted. Delisting may have an adverse effect on the liquidity of our common stock and, as a result, the market price for our common stock might decline.

In the case of a delisting, we and our stockholders could face significant material adverse consequences including:

- a limited availability of market quotations for our securities;
- a determination that our common stock is a "penny stock," which will require brokers trading in our common stock to adhere to more stringent rules, generally resulting in a reduced level of trading activity in the secondary trading market for our common stock;
- a limited amount of analyst coverage; and
- a decreased ability to issue additional securities or obtain additional financing in the future.

Risks Related to Our Corporate Governance

Certain significant stockholders of ours have significant influence over us and our Board, and their actions might not be in your best interest as a stockholder.

Certain significant stockholders of ours together own approximately 37% of our outstanding common stock as of December 31, 2024. We entered into a Second Amended and Restated Investor Rights Agreement dated October 30, 2024 (the "Amended Investor Rights Agreement")

with these stockholders and an investor (Searchlight) who controls our Series A-1 Preferred Stock, $0.0001 par value per share (the "Series A-1 Preferred Stock"), and as of December 31, 2024 beneficially owned 14% of our outstanding common stock underlying 12,024,711 warrants exercisable for nominal consideration or on a cashless basis. The Amended Investor Rights Agreement provides these parties with, among other things, Board nomination rights. As a result of this arrangement, these stockholders have significant influence over us.

Any influence exerted by these significant stockholders over our business and affairs might not be consistent with your best interests as a stockholder and may result in their interests not being aligned with the interests of other stockholders. In addition, the control and influence provided to these significant stockholders may have the effect of delaying, deferring, or preventing a transaction or change in control of us, which might involve a premium price for shares of our common stock or otherwise not be in your best interest as a stockholder.

General Risk Factors

Downturns in general economic and market conditions and reductions in spending may reduce demand for our platforms and solutions, which could harm our revenue, results of operations and cash flows.

Our revenue, results of operations and cash flows depend on the overall demand for our platforms and solutions. Negative macroeconomic conditions in the general economy both in the United States and abroad, inflation, changes in gross domestic product growth, financial and credit market fluctuations, energy costs, international trade relations, geopolitical tensions, the availability and cost of credit, interest rate volatility and the global housing and mortgage markets could cause a decrease in consumer discretionary spending and business investment and diminish growth expectations in the U.S. economy and abroad. A broadening or protracted extension of any economic downturn could have a material adverse impact on our business revenue, results of operations, and cash flows.

The obligations associated with being a public company require significant resources and attention from our senior management team.

As a public company with listed common stock, we are required to comply with various laws, regulations and requirements, including the requirements of the Exchange Act, certain corporate governance provisions of the Sarbanes-Oxley Act, related regulations of the SEC and requirements of the NYSE. The Exchange Act requires that we file annual, quarterly and current reports with respect to our business and financial condition. The Sarbanes-Oxley Act requires, among other things, that we establish and maintain effective internal control over financial reporting. While Section 404 of the Sarbanes-Oxley Act requires, among other things, that we assess the effectiveness of our internal control structure and procedures for financial reporting on an annual basis, for as long as we are a non-accelerated filer or an Emerging Growth Company, the registered public accounting firm that issues an audit report on our financial statements will not be required to attest to or report on the effectiveness of our internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act. An independent assessment of the effectiveness of our internal controls could detect problems that our management's assessment might not. We cannot be certain if the scaled SEC reporting options available to Smaller Reporting Companies or the delay in implementing new accounting standards available to us as an Emerging Growth Company will make our common stock less attractive to investors, possibly making the market price of our common stock decline and the trading volume more volatile.

Future sales of our common stock that are currently restricted from sale by federal securities laws or lock-up agreements may cause the market price of our securities to drop significantly.

A release of restrictions on shares currently restricted from sale by federal securities laws or lock-up agreements, or the possibility of any such sales, could have the effect of increasing the volatility in our share price or the market price of our common stock could decline if the holders of currently restricted shares sell them or are perceived by the market as intending to sell them. In addition, we may issue additional shares of our common stock or other equity securities without the approval of investors, which would reduce investors' proportionate ownership interests and may depress the market price of our common stock.

Future offerings of debt securities, which would rank senior to shares of our common stock upon our bankruptcy or liquidation, and future offerings of equity securities which would dilute the common stock holdings of our existing stockholders and may be senior to shares of our common stock for the purposes of dividend and liquidating distributions, may adversely affect the market price of shares of our common stock.

In the future, we may attempt to increase our capital resources by making offerings of debt securities or additional offerings of equity securities. Upon bankruptcy or liquidation, holders of our debt securities, our Series A-1 Preferred Stock and other preferred stock, if issued, and lenders with respect to other borrowings will receive a distribution of our available assets prior to the holders of shares of our common stock. Our Series A-1 Preferred Stock does, and additional preferred stock could, have a preference on liquidating distributions or a preference on dividend payments or both that could limit our ability to pay a dividend or other distribution to the holders of shares of our common stock. Because our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future offerings. Thus, holders of shares of our common stock bear the risk of our future offerings reducing the market price of shares of our common stock and diluting their stock holdings in us.

Reports published by analysts, including projections in those reports that differ from our actual results, could adversely affect the price and trading volume of our common stock.

Securities research analysts may establish and publish their own periodic projections for us. These projections may vary widely and may not accurately predict the results we actually achieve. Our share price may decline if our actual results do not match the projections of these securities research analysts. Similarly, if one or more of the analysts write reports and downgrade our stock or publish inaccurate or unfavorable research about our business, our share price could decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, our securities price or trading volume could decline.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

We recognize the critical importance of maintaining the safety and security of our systems and data and have a program for overseeing and managing cybersecurity and related risks, which is supported by both management and our Board.

Our cybersecurity functions are led by our Chief Operating Officer ("COO"), who reports to our Chief Executive Officer. Our COO's relevant experience in cybersecurity includes previous experience, such as having previously served as Chief Executive Officer of a company that provides geospatial intelligence software and as Chief Technology Officer at a global cloud-based enterprise software company. Our Vice President - IT Security & Compliance ("VPITSC"), under the direction of the COO, is responsible for overseeing our cybersecurity management program and the protection and defense of our networks and systems. The VPITSC's relevant experience in cybersecurity includes over twelve years of extensive experience at the Company in cybersecurity, in various progressive roles. The VPITSC manages a team of cybersecurity professionals with broad experience and expertise, including in cybersecurity threat assessments and detection, mitigation technologies, cybersecurity training, incident response, cyber forensics, insider threats and regulatory compliance.

Our Board is responsible for overseeing our enterprise risk management activities in general, and each of our Board committees assists the Board in its role of risk oversight. The full Board receives an update on the Company's risk management process and the risk trends related to cybersecurity at least annually from the COO.

Our cybersecurity strategy includes but is not limited to the following key elements:

Risk Assessment and Management – We comply with the international standard ISO 27001, an Information Security Management System (ISMS), which helps safeguard the confidentiality, integrity, and availability of information through a structured risk management process. This approach assures stakeholders that cybersecurity risks are effectively managed. To support this commitment, we conduct regular risk assessments to identify, evaluate, and mitigate potential threats.

Internal training and awareness – We provide training to our employees to help identify, avoid, and mitigate the risk from cybersecurity threats. Our employees are required to complete mandatory cybersecurity awareness training upon hiring and also participate annually in required cybersecurity awareness training, unless on a leave of absence.

Technical Security Controls – We employ layered security controls, including Managed Endpoint Detection and Response, firewalls, intrusion detection systems, encryption technologies, and a Security Operations Center that is operated 24 hours a day, seven days a week.

Vendor risk management program – We have implemented processes to oversee, identify and manage risks from cybersecurity threats associated with our use of third-party service providers. Our vendor risk management program establishes governance, processes and tools for managing various risks related to third-party service providers, including information security and supplier-related risks. As a condition of working with KORE, suppliers who access sensitive business or customer information are expected to meet certain information security requirements.

Incident Response – We have put in place a formal incident response plan to address and mitigate potential security breaches in a timely and effective manner. Communication protocols have been established to notify relevant stakeholders, including regulators and customers, as required. Our incident response team conducts regular simulations and exercises to ensure readiness and effectiveness.

Internal Audit Program – We operate an internal audit program. On an annual basis, our internal audit team conducts an overall business risk assessment, which includes an evaluation of cybersecurity risks. Included in this evaluation is a report on our cybersecurity posture and related matters that is presented to the leaders of the relevant business teams, who are responsible for prioritizing and addressing the risks identified.

As of December 31, 2024, we have not identified risks from cybersecurity threats, including as a result of any previous cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our business strategy, results of operations or financial condition. We are committed to investing in cybersecurity and to enhancing our internal controls and processes, which are designed to help protect our systems and information. For more information regarding the risks we face from cybersecurity threats, please see Part I, Item 1A, — "*Risk Factors"*.

ITEM 2. PROPERTIES

Our corporate headquarters is in leased office space located in Atlanta, Georgia. We also lease other properties throughout North America and in various locations outside North America. We do not own any of our facilities.

ITEM 3. LEGAL PROCEEDINGS

From time to time, we are subject to various legal proceedings, lawsuits, disputes and claims arising in the ordinary course of our business. Although the outcome of these and other claims cannot be predicted with certainty, management does not believe that the ultimate resolution of these matters will have a material adverse effect on our financial condition or results of operations.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information for Common Equity

Our common stock is listed on the New York Stock Exchange under the symbol "KORE".

Holders of Record

As of April 28, 2025, there were approximately 17,160,061 shares of our common stock outstanding with 40 holders of record of our common stock. The actual number of stockholders is greater than this number of record holders and includes stockholders who are beneficial owners but whose shares are held in "street name" accounts by brokers and other nominees.

Dividends

We have not paid any cash dividends on our common stock to date and we have no current plans to pay cash dividends to holders of our common stock. Our ability to declare dividends is limited by the terms of financing or other agreements entered into by us or our subsidiaries from time to time.

Issuer Purchases of Equity Securities

The following table sets forth information with respect to our repurchases of common stock in each month of the fourth quarter of 2024:

Period	Total Number of Shares Purchased [1]	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program
October 1, 2024 - October 31, 2024	10,141	$ 2.60	—	$ —
November 1, 2024 - November 30, 2024	—	$ —	—	$ —
December 1, 2024 - December 31, 2024	—	$ —	—	$ —

[1] On October 1, 2024, 10,141 shares of common stock were surrendered by employees vesting in RSUs, in order to pay for applicable tax withholding. Under the Incentive Plan, participants may surrender shares as payment of applicable tax withholding on the vesting of equity awards. Shares so surrendered by participants in the Incentive Plan are repurchased pursuant to the terms of the Incentive Plan and applicable award agreement and not pursuant to publicly announced share repurchase programs. These shares of common stock have been cancelled.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with our consolidated financial statements and related notes and other financial information appearing elsewhere in this Annual Report on Form 10-K. In addition to historical information, the following discussion and other parts of this Annual Report on Form 10-K contain forward-looking information that involves risks and uncertainties. Our actual results could differ materially from those anticipated by this forward-looking information due to the factors discussed under "Risk Factors," "Special Note Regarding Forward-Looking Statements," and elsewhere in this Annual Report on Form 10-K. Unless the context otherwise requires, all references in this section to "the Company" "KORE," "us," "our," "ours," or "we" refer to KORE Group Holdings, Inc. and its wholly-owned subsidiaries.

Overview

We provide IoT Connectivity, including advanced connectivity services, location-based services, device solutions, and managed and professional services used in the development and support of IoT technology for our customers. Our IoT platform is delivered in partnership with the world's largest mobile network operators and provides secure, reliable, wireless connectivity to mobile and fixed devices. This technology enables us to expand our global technology platform by transferring capabilities across new and existing vertical markets and delivering complementary products to channel partners and resellers worldwide.

Trends and Recent Developments

Overall macroeconomic environment and its effect on us

Over the course of 2024, signs of easing inflation and overall stability in the labor market generally continued their trends, and at its September 2024 meeting the Federal Reserve Bank of the United States (the "Federal Reserve") reduced interest rates for the first time since March 2020. At that meeting, the Federal Reserve elected to reduce its benchmark interest rate by what was then perceived to be an aggressive 50 basis points. The Federal Reserve later further reduced interest rates by 25 basis points in each of November 2024 and December 2024. Following the 2024 rate cuts, analysts are split over the expected timing and extent of future rate cuts, with 50 total basis points or less of interest rate reductions generally expected for 2025. As of the end of December 2024, annual inflation of 2.9% was lower than in the immediately preceding three years (2021 - 2023), but still above the Federal Reserve's 2.0% target. The potential for high tariffs on many imported goods from multiple countries being imposed by the U.S. government, and significant restrictions on immigration, along with any potential supply chain or demand shocks should avian influenza become a human pandemic, would have the effect of dramatically increasing inflation once again.

Recent developments in our business

At this time, we generally expect revenue derived from the Connectivity verticals of our business to remain fairly stable, given the "stickiness" of this revenue, while the more volatile IoT Managed Services (or "IoTMS") business verticals consisting of Solutions and Products may experience uneven revenue on both an actual and projected basis. We expect that IoTMS projects may be delayed by customers due to overall macroeconomic conditions. We further expect that the overall IoT market may become more competitive from a pricing standpoint, and that our existing customers will continue to seek efficiency in terms of their operating expenses, all of which may create pressure on our revenue.

Results of Operations for the Years Ended December 31, 2024 and 2023:

Revenue

We derive revenue from IoT Connectivity services and IoT Solutions services (collectively, the "Services") as well as products including IoT Connectivity (consisting of SIM cards) and IoT devices (within a comprehensive IoT solution) together referred to as "Products".

Revenue arising from IoT Connectivity services generally consists of a monthly subscription fee and additional data usage fees that are part of a bundled solution which enables other providers and enterprise customers to complete their platforms for solutions to provide IoT Connectivity or other IoT Solutions. IoT Connectivity also includes charges for each SIM sold to a customer.

Revenue from IoT Solutions is derived from IoT device management services, location-based software services, and IoT security software services. Fees charged for device management services include the cost of the underlying IoT device and the cost of deploying and managing such devices. Fees charged for device management services are generally billed on the basis of a fee per deployed IoT device, which depends on the scope of the underlying services and the IoT device being deployed. Location-based software services and IoT security software services are charged monthly on a per-subscriber basis.

The table below sets forth the details of revenue from services and products for the years ended December 31, 2024 and 2023:

	For the Year Ended December 31,		Year-over-Year Increase / (Decrease)	
($ in thousands)	**2024**	**2023**	**$**	**%**
Services	$ 234,247	$ 212,645	$ 21,602	10 %
Products	51,840	63,965	(12,125)	(19)%
Total Revenue	**$ 286,087**	**$ 276,610**	**$ 9,477**	**3 %**

Services revenue increased by approximately $21.6 million for the year ended December 31, 2024, compared to the year ended December 31, 2023. The increase in Services revenue was primarily driven by the acquisition of Twilio's IoT business completed in 2023, and the residual growth was driven by new customer business and increased connectivity utilization in our existing customer base.

Products revenue decreased by approximately $12.1 million for the year ended December 31, 2024, compared to the year ended December 31, 2023. The decrease in Products revenue was primarily driven by reduced demand from our largest customers in the Connected Health vertical, as they applied greater emphasis on inventory management and order fulfillment. In addition, we made the decision at the end of 2023 to accept fewer less-profitable hardware deals in 2024.

The table below sets forth the details of revenue disaggregated as arising from IoT Connectivity and IoT Solutions for the years ended December 31, 2024 and 2023:

	For the Year Ended December 31,		Year-over-Year Increase / (Decrease)	
(in thousands)	**2024**	**2023**	**$**	**%**
IoT Connectivity	$ 226,853	$ 202,393	$ 24,460	12 %
IoT Solutions	59,234	74,217	(14,983)	(20)%
Total Revenue	**$ 286,087**	**$ 276,610**	**$ 9,477**	**3 %**

IoT Connectivity revenue increased by approximately $24.5 million for the year ended December 31, 2024, compared to the year ended December 31, 2023. The increase in IoT Connectivity revenue was primarily driven by the acquisition of Twilio's IoT business completed in 2023. Additional revenue growth was driven by SIM transfers from key strategic customers, organic growth in existing customers as a result of net new activations, and increased connectivity consumption.

IoT Solutions revenue decreased by approximately $15.0 million for the year ended December 31, 2024, compared to the year ended December 31, 2023. The decrease in IoT Solutions revenue was primarily driven by reduced demand from our largest customers in the current year as these customers applied greater emphasis on inventory management and order fulfillment, in addition to our decision to accept fewer less-profitable hardware deals in 2024.

Cost of revenue, exclusive of depreciation and amortization

The cost of revenue associated with IoT Connectivity includes carrier costs, network operations, technology licenses, and SIMs. The cost of revenue associated with IoT Solutions includes the cost of devices, shipping costs, warehouse lease and related facilities expenses, and personnel cost. The total cost of revenue excludes depreciation and amortization.

The table below sets forth our cost of revenue, exclusive of depreciation and amortization, for the years ended December 31, 2024 and 2023, disaggregated by "cost of services" and "cost of products":

	For the Year Ended December 31,		Year-over-Year Increase / (Decrease)	
($ in thousands)	**2024**	**2023**	**$**	**%**
Cost of services	$ 93,663	$ 82,547	$ 11,116	13 %
Cost of products	32,498	46,016	(13,518)	(29)%
Total cost of revenue	**$ 126,161**	**$ 128,563**	**$ (2,402)**	**(2)%**

Cost of services increased by approximately $11.1 million for the year ended December 31, 2024, compared to the year ended December 31, 2023. The increase in costs of services was primarily due to additional carrier costs related to the acquisition of the Twilio IoT business completed in 2023, along with SIM transfers and increased connectivity consumption across multiple carriers.

Cost of products decreased by approximately $13.5 million for the year ended December 31, 2024, compared to the year ended December 31, 2023. The decrease in cost of products was primarily due to lower hardware sales volume from existing IoT Solutions customers.

The table below sets forth our cost of revenue, exclusive of depreciation and amortization, for the years ended December 31, 2024 and 2023, disaggregated by "cost of IoT Connectivity" and "cost of IoT Solutions":

	For the Year Ended December 31,		Year-over-Year Increase / (Decrease)	
($ in thousands)	**2024**	**2023**	**$**	**%**
Cost of IoT Connectivity	$ 89,597	$ 77,263	$ 12,334	16 %
Cost of IoT Solutions	36,564	51,300	(14,736)	(29)%
Total cost of revenue	**$ 126,161**	**$ 128,563**	**$ (2,402)**	**(2)%**

The cost of IoT Connectivity increased by approximately $12.3 million for the year ended December 31, 2024, compared to the year ended December 31, 2023. The increase in the cost of IoT Connectivity was primarily due to additional carrier costs driven by the acquisition of Twilio's IoT business completed in 2023 along with growth in connections across multiple carriers and increased connectivity consumption across those carriers from our existing customers.

The cost of IoT Solutions decreased by approximately $14.7 million for the year ended December 31, 2024, compared to the year ended December 31, 2023. The decrease in the cost of IoT Solutions was primarily due to decreased costs associated with lower IoT Solutions revenue from existing customers.

Selling, general, and administrative expenses

The following table sets forth the Company's selling, general, and administrative expenses incurred for the years ended December 31, 2024 and 2023:

	For the Year Ended December 31,		Year-over-Year Increase / (Decrease)	
($ in thousands)	**2024**	**2023**	**$**	**%**
Selling, general, and administrative expenses	$ 140,016	$ 129,200	$ 10,816	8 %

Selling, general, and administrative ("SG&A") expenses relate primarily to expenses for general management, sales and marketing, finance, audit, legal fees, and other general operating expenses.

SG&A expenses increased by approximately $10.8 million for the year ended December 31, 2024, compared to the year ended December 31, 2023. The increase in SG&A expenses was primarily driven by an increase in personnel-related costs, including salaries and benefits, partially offset by decreases in professional service fees.

Selling, general, and administrative expenses incurred with affiliates

The following table sets forth the Company's SG&A expenses incurred with affiliates for the years ended December 31, 2024 and 2023:

	For the Year Ended December 31,		Year-over-Year Increase / (Decrease)	
($ in thousands)	**2024**	**2023**	**$**	**%**
Selling, general, and administrative expenses incurred with affiliates	$ 624	$ 988	*	*

* *Not meaningful*

For the year ended December 31, 2024, SG&A expenses incurred with affiliates related solely to fees paid to HealthEZ, an ABRY Partners, LLC ("ABRY") portfolio company. HealthEZ was the Company's third-party administrator ("TPA") for its self-insured health insurance claims in both 2024 and 2023. As of each of December 31, 2024 and 2023, ABRY beneficially owned approximately 29% of the Company's outstanding common stock. ABRY is therefore considered an affiliate of the Company, and two of the Company's Board members are employed by ABRY.

The Company has contracted with a new, unaffiliated, TPA for 2025, which will result in a reduction of administration costs on a per-employee per month basis.

For the year ended December 31, 2023, SG&A expenses incurred with affiliates related primarily to expenses incurred to HealthEZ for administration of our health insurance plan, along with immaterial expenses for technical assistance services, rent, and professional services to two companies controlled by a key member of our subsidiary's management team. We terminated the technical assistance services agreement on February 14, 2023 and terminated the office lease and professional services agreement on June 29, 2023.

Non-GAAP Financial Measures

In conjunction with net income (loss) calculated in accordance with GAAP, we also use EBITDA and Adjusted EBITDA, free cash flow, and Non-GAAP Profit and Non-GAAP Margin to evaluate our ongoing operations and for internal planning and forecasting purposes. Non-GAAP financial information is presented for supplemental informational purposes only, should not be considered in isolation or as a substitute for financial information presented in accordance with GAAP, and may be different from similarly-titled non-GAAP measures used by other companies. We believe that along with our GAAP financial information, our non-GAAP financial information when taken collectively and evaluated appropriately, is helpful to investors in assessing our operating performance.

EBITDA and Adjusted EBITDA

EBITDA is defined as net income (loss) before interest expense, income tax expense or benefit, and depreciation and amortization.

Adjusted EBITDA is defined as EBITDA adjusted for certain unusual and other significant items and removes the volatility associated with non-cash items and operational income and expenses that are not expected to be ongoing. Such adjustments include goodwill impairment charges, changes in the fair value of certain of our warrants required by GAAP to be accounted for at fair value, gains or losses on debt extinguishment, "transformation expenses" as defined below, acquisition costs, integration-related restructuring costs, stock-based compensation, and foreign currency gains and losses.

The following table sets forth a reconciliation of net loss to EBITDA and Adjusted EBITDA for the years ended December 31, 2024 and 2023:

	For the Year Ended December 31,	
(in thousands)	**2024**	**2023**
Net loss	**$ (146,076)**	**$ (167,042)**
Income tax benefit	(5,937)	(4,158)
Interest expense, net	51,396	42,680
Depreciation and amortization	56,218	58,363
EBITDA	**(44,399)**	**(70,157)**
Goodwill impairment loss	65,861	78,257
Loss on debt extinguishment	—	2,584
Change in fair value of warrant liability	(4,040)	6,436
Transformation expenses	—	6,624
Acquisition costs	—	1,776
Integration-related restructuring costs	19,159	16,532
Stock-based compensation	8,481	11,251
Foreign currency (gain) loss	5,207	(182)
Other [(1)]	2,869	2,429
Adjusted EBITDA	**$ 53,138**	**$ 55,550**

[(1)] "Other" adjustments are comprised of adjustments for certain indirect or non-income based taxes.

Transformation expenses are related to the implementation of our strategic transformation plan and include the costs of a re-write of our core technology platform, expenses incurred to design certain new IoT Solutions, and "go-to-market" capabilities. These expenses were completed in 2023.

Integration-related restructuring costs for the year ended December 31, 2024 were primarily comprised of severance costs associated with the restructuring program previously announced in August 2024, as well as retention bonuses, severances, license and subscription fees, and professional services related to integration of previously acquired businesses. These costs for the year ended December 31, 2023 were primarily associated with legal, accounting diligence, quality of earnings, valuation, and search expenses related to the acquisition of the Twilio IoT business.

Free Cash Flow

Free cash flow is defined as net cash provided by operating activities reduced by capital expenditures consisting of purchases of property and equipment, purchases of intangible assets and capitalization of internal use software. We believe free cash flow is an important liquidity measure of the cash that is available for operational expenses, investments in our business, strategic acquisitions, and for certain other activities such as repaying debt obligations and stock repurchases.

The following table sets forth a reconciliation of net cash provided by operating activities to free cash flow for the years ended December 31, 2024 and 2023:

	For the Year Ended December 31,	
(in thousands)	**2024**	**2023**
Net cash provided by (used in) operating activities	$ 9,906	$ (6,419)
Purchases of property and equipment	(2,807)	(4,433)
Additions to intangible assets	(10,648)	(15,797)
Free cash flow	**$ (3,549)**	**$ (26,649)**

Non-GAAP Profit and Non-GAAP Margin

Gross profit and gross margin as calculated in accordance with GAAP include depreciation and amortization as part of a cost of revenue, which is shown separately for convenience in the below GAAP reconciliation.

Non-GAAP Margin is a non-GAAP measure defined as non-GAAP Gross Profit ("Non-GAAP Profit") divided by revenue, expressed as a percentage. Non-GAAP Profit is a non-GAAP measure defined as gross profit excluding certain (i) inventory adjustments that may not be indicative of ongoing operations, (ii) depreciation and (iii) amortization.

The table below sets forth gross profit and gross margin calculated in accordance with GAAP, based upon the categories of revenue and associated costs disaggregated by "cost of services" and "cost of products," reconciled to Non-GAAP Profit and Non-GAAP Margin, disaggregated by "cost of services" and "cost of products," as well as overall:

($ in thousands)	For the Year Ended December 31, 2024		2023	
Services	*$*	*%*	*$*	*%*
Revenue	$ 234,247		$ 212,645	
Cost of revenue, excluding depreciation and amortization	93,663		82,547	
Depreciation and amortization in cost of revenue [1]	44,257		48,896	
Gross Profit $ / Margin %	**$ 96,327**	**41.1 %**	**$ 81,202**	**38.2 %**
Exclude: Depreciation and amortization	44,257		48,896	
Non-GAAP Profit $ / Non-GAAP Margin %	**$ 140,584**	**60.0 %**	**$ 130,098**	**61.2 %**
Products				
Revenue	$ 51,840		$ 63,965	
Cost of revenue, excluding depreciation and amortization	32,498		46,016	
Depreciation and amortization in cost of revenue [1]	4,062		4,361	
Gross Profit $ / Margin %	**$ 15,280**	**29.5 %**	**$ 13,588**	**21.2 %**
Exclude: Inventory adjustments	1,163		103	
Exclude: Depreciation and amortization	4,062		4,361	
Non-GAAP Profit $ / Non-GAAP Margin %	**$ 20,505**	**39.6 %**	**$ 18,052**	**28.2 %**
Overall Gross Profit $ / Margin %	**$ 111,607**	**39.0 %**	**$ 94,790**	**34.3 %**
Non-GAAP Profit $ / Non-GAAP Margin %	**$ 161,089**	**56.3 %**	**$ 148,150**	**53.6 %**

[1] Depreciation and amortization as included in cost of revenue for GAAP. Separately shown for recalculation purposes.

During the year ended December 31, 2024, services gross margin increased 2.9% compared to the year ended December 31, 2023, primarily driven by the decrease in depreciation and amortization in the cost of revenue offset by a slight decrease in IoT Connectivity gross margins due to fiscal year 2024 having a full year of revenue from the Twilio IoT acquisition. Services Non-GAAP margin decreased 1.2% compared to the year ended December 31, 2023, primarily driven by the full year of inclusion of the lower margin services revenue from the acquisition of Twilio's IoT business.

During the year ended December 31, 2024, products gross margin increased 8.3% compared to the year ended December 31, 2023, primarily driven by management's decision in 2024 to forgo low or zero margin hardware revenue, offset by inventory write-offs for obsolete hardware. Products Non-GAAP margin increased 11.4% compared to the year ended December 31, 2023, primarily driven by the management's decision to forgo low or zero margin hardware revenue and increase pricing.

The table below sets forth gross profit and gross margin calculated in accordance with GAAP, based upon the categories of revenue and associated costs disaggregated by "IoT Connectivity" and "IoT Solutions," reconciled to Non-GAAP profit and Non-GAAP margin, disaggregated by "IoT Connectivity" and "IoT Solutions":

	For the Year Ended December 31,			
($ in thousands)	**2024**		**2023**	
IoT Connectivity	*$*	*%*	*$*	*%*
Revenue	$ 226,853		$ 202,393	
Cost of revenue, excluding depreciation and amortization	89,597		77,263	
Depreciation and amortization in cost of revenue [(1)]	44,257		48,896	
Gross Profit $ / Margin %	**$ 92,999**	**41.0 %**	**$ 76,234**	**37.7 %**
Exclude: Depreciation and amortization	44,257		48,896	
Non-GAAP Profit $ / Non-GAAP Margin %	**$ 137,256**	**60.5 %**	**$ 125,130**	**61.8 %**
IoT Solutions				
Revenue	$ 59,234		$ 74,217	
Cost of revenue, excluding depreciation and amortization	36,564		51,300	
Depreciation and amortization in cost of revenue [(1)]	4,062		4,361	
Gross Profit $ / Margin %	**$ 18,608**	**31.4 %**	**$ 18,556**	**25.0 %**
Exclude: Inventory adjustments	1,163		103	
Exclude: Depreciation and amortization	4,062		4,361	
Non-GAAP Profit $ / Non-GAAP Margin %	**$ 23,833**	**40.2 %**	**$ 23,020**	**31.0 %**
Overall Gross Profit $ / Margin %	**$ 111,607**	**39.0 %**	**$ 94,790**	**34.3 %**
Non-GAAP Profit $ / Non-GAAP Margin %	**$ 161,089**	**56.3 %**	**$ 148,150**	**53.6 %**

[(1)] Depreciation and amortization as included in cost of revenue for GAAP. Separately shown for recalculation purposes.

During the year ended December 31, 2024, IoT Connectivity gross margin increased 3.3% compared to the year ended December 31, 2023, primarily driven by the decrease in depreciation and amortization in the cost of revenue offset by a slight decrease in IoT Connectivity gross margins due to fiscal year 2024 having a full year of revenue from the Twilio IoT acquisition. IoT Connectivity Non-GAAP margin decreased 1.3% compared to the year ended December 31, 2023, primarily driven by the full year inclusion of the lower margin IoT Connectivity revenue from the acquisition of Twilio's IoT business.

During the year ended December 31, 2024, IoT Solutions gross margin increased 6.4% compared to the year ended December 31, 2023, primarily driven by management's decision in 2024 to forgo low or zero margin hardware revenue, offset by inventory write-offs for obsolete hardware. IoT Solutions Non-GAAP margin increased 9.2% compared to the year ended December 31, 2023, primarily driven by the management's decision to forgo low or zero margin hardware revenue and increase pricing.

Key Operational Metrics

We review a number of operational metrics to measure our performance, identify trends affecting our business, prepare financial projections, and make strategic decisions. The operational metrics identified by management as key operational metrics are Total Number of Connections, Average Connections Count, Dollar-Based Net Expansion Rate, Total Contract Value, and Average Revenue per User.

Total Number of Connections and Average Connections Count

The "Total Number of Connections" constitutes the total of all our IoT Connectivity services connections, including both CaaS and CEaaS (explained below) but excluding certain connections where mobile carriers license our subscription management platform from us. The "Average Connections Count" is the simple average of the total number of connections during the relevant fiscal period(s) presented.

CaaS is a mobile connectivity service that allows customers to connect to the Internet over the networks of multiple wireless carriers while only interfacing with KORE, generally used by enterprise customers such as large medical device manufacturers or other IoT software and solutions providers. Our CaaS solutions are intended to allow customers to connect their devices seamlessly and securely anywhere in the world across any Internet-connected network, which may entail multiple devices, multiple locations, and multiple carriers.

CEaaS offers infrastructure software and services generally to communication service providers who provide IoT cellular services to a broad market. The infrastructure software and services offered to such providers are cellular Core Network as a Service, including Cloud Native Evolved Packet Core, Connectivity Management Platform as a Service, and Private Networking as a Service.

These metrics are the principal measures used by management to assess the growth of the business on a periodic basis, on a SIM and / or device-based perspective. We believe that investors also use these metrics for similar purpose.

The table below sets forth our Total Number of Connections as of December 31, 2024 and December 31, 2023:

	December 31, 2024	December 31, 2023
Total Number of Connections at Period End	**19.7 million**	**18.5 million**

The table below sets forth our Average Connections Count for the years ended December 31, 2024 and 2023:

	For the Year Ended December 31,	
	2024	**2023**
Average Connections Count for the Period	**18.7 million**	**17.3 million**

Total Number of Connections as of December 31, 2024 and December 31, 2023, presented above included an approximate increase of 3.9 million and 3.3 million, respectively, related to the acquisition of Twilio's IoT business. Average Connections Count for the years ended December 31, 2024 and 2023 presented above included an approximate increase of 3.6 million and 1.8 million, respectively, related to the acquisition of Twilio's IoT business.

Dollar-Based Net Expansion Rate ("*DBNER")*

DBNER tracks the combined effect of cross-sales of IoT Solutions to KORE's existing customers, its customer retention and the growth of its existing business. KORE calculates DBNER by dividing the revenue for a given period ("given period") from existing go-forward customers by the revenue from the same customers for the same period measured one year prior ("base period").

The revenue included in the current period excludes revenue from (i) customers that are "non-go-forward" customers, meaning customers that have either communicated to KORE before the last day of the current period their intention not to provide future business to KORE or customers that KORE has determined are transitioning away from KORE based on a sustained multi-year time period of declines in revenue and (ii) new customers that started generating revenue after the end of the base period. For the purposes of calculating DBNER, if KORE acquires a company during the given period or the base period, then the revenue of a customer before the acquisition but during either the given period or the base period is included in the calculation. For example, to calculate our DBNER for the trailing 12 months ended December 31, 2024, we divide (i) revenue, for the trailing 12 months ended December 31, 2024, from go-forward customers that started generating revenue on or before December 31, 2023, by (ii) revenue, for the trailing 12 months ended December 31, 2023, from the same cohort of customers.

It is often difficult to ascertain which customers should be deemed not to be go-forward customers for purposes of calculating DBNER. Customers are not required to give notice of their intention to transition off of the KORE platform, and a customer's exit from the KORE platform can take months or longer, and total connections of any particular customer can at any time increase or decrease for any number of reasons, including pricing, customer satisfaction or product fit—accordingly, a decrease in total connections may not indicate that a customer is intending to exit the KORE platform, particularly if that decrease is not sustained over a period of several quarters. DBNER would be lower if it were calculated using revenue from non-go-forward customers.

DBNER is used by management as a measure of growth of KORE's existing customers (i.e., "same store" growth) and as a measure of customer retention, from a revenue perspective. It is not intended to capture the effect of either new customer wins or the declines from non-go-forward customers on KORE's total revenue growth. This is because DBNER excludes new customers who started generating revenue after the base period and also excludes any customers who are non-go-forward customers on the last day of the current period. Revenue increases from new

customer wins, and a decline in revenue from non-go-forward customers are also important factors in assessing KORE's revenue growth, but these factors are independent of DBNER.

KORE's DBNER was 95% for the twelve months ended December 31, 2024, as compared to 96% for the twelve months ended December 31, 2023. This decrease in DBNER is considered relatively flat, and is indicative of slightly more revenue resulting from new customer wins (which are not included in the DBNER calculation) during the measurement period of the DBNER calculation.

Total Contract Value (*"TCV")*

TCV represents our estimated value of a revenue opportunity. TCV for an IoT Connectivity opportunity is calculated by multiplying by 40 the estimated revenue expected to be generated during the twelfth month of production. TCV for an IoT Solutions opportunity is either the actual total expected revenue opportunity, or if it is a longer-term "programmatically recurring revenue" program, calculated for the first 36 months of the delivery period. TCV is used by management as a measure of the revenue opportunity of KORE's sales funnel, which we define as opportunities our sales team is actively pursuing, potentially leading to future revenue.

As of December 31, 2024, our sales funnel included over 1,062 opportunities with an estimated potential TCV of over $312 million. As of December 31, 2023, our sales funnel included over 1,600 opportunities with an estimated potential TCV of over $545 million.

Average Revenue per User ("ARPU")

ARPU is calculated by dividing the total IoT Connectivity revenue during the period by the Total Number of Connections during that same period. ARPU is used by management as a measure to assess the revenue generated per connection. We believe that ARPU is an important metric for both management and investors to help in understanding the financial performance and effectiveness of the Company's monetization per connection. ARPU is calculated on a three-month (current quarter) basis only, as longer periods are not meaningful.

ARPU was $0.97 and $0.99 for the three months ended December 31, 2024 and 2023, respectively.

Liquidity and Capital Resources

Overview

Liquidity is a measurement of our ability to meet potential cash requirements, including ongoing commitments to repay borrowings, fund our acquisitions and operating costs, and satisfy other general business needs. Our liquidity requirements have historically arisen from our working capital needs, obligations to make scheduled payments of interest and principal on our indebtedness, and capital expenditures to facilitate the growth and expansion of the business via acquisitions. Going forward, we may also utilize other types of borrowings, including bank credit facilities and lines of credit, among others. We may also seek to raise additional capital through public or private offerings of equity, equity-related, or debt securities, depending upon market conditions. The use of any particular source of capital and funds will depend on market conditions, the availability of these sources, and any acquisition or expansion opportunities available to us.

We believe these identified sources of financing will be adequate for purposes of meeting our short-term (within one year) and our longer-term liquidity needs. We cannot predict with certainty the specific transactions we will undertake to generate sufficient liquidity to meet our obligations as they come due. We will adjust our plans as appropriate in response to changes in our expectations and any potential changes in market conditions.

Summary and Description of Financing Arrangements

The table below sets forth a summary of the Company's outstanding long-term debt as of December 31, 2024 and December 31, 2023:

	December 31,	
(in thousands)	**2024**	**2023**
Term Loan - WhiteHorse	$ 183,150	$ 185,000
Backstop Notes	120,000	120,000
Other borrowings	—	561
Total	**$ 303,150**	**$ 305,561**
Less: current portion of long-term debt	(1,850)	(2,411)
Less: debt issuance costs, net of accumulated amortization of $1.4 million and $0.8 million, respectively	(2,349)	(2,911)
Less: original issue discount on Term Loan - WhiteHorse	(3,290)	(4,130)
Total Long-term debt and other borrowings, net	**$ 295,661**	**$ 296,109**

Term Loan and Revolving Credit Facility — WhiteHorse Capital Management, LLC ("WhiteHorse")

On November 9, 2023, the Company only with respect to certain limited sections thereof, and certain subsidiaries of the Company entered into a credit agreement with WhiteHorse that consisted of a senior secured term loan of $185.0 million ("Term Loan") as well as a senior secured revolving credit facility of $25.0 million (the "Revolving Credit Facility" and, together with the Term Loan, the "Credit Facilities"). Borrowings under the Term Loan and the Revolving Credit Facility bear interest at a rate at the Company's option of either (1) Term SOFR for a specified interest period (at the Company's option) of one to three months plus an applicable margin of up to 6.50% or (2) a base rate plus an applicable margin of up to 5.50%. The Term SOFR rate is subject to a "floor" of 1.0%. The applicable margins for Term SOFR rate and base rate borrowings are each subject to a reduction as set forth in the credit agreement if the Company maintains a first lien net leverage ratio of less than 2.25:1.00 and greater than or equal to 1.75:1.00 and less than 1.75:1.00, respectively. Interest is paid on the last business day of each quarterly interest period except at maturity. The credit agreement became effective on November 15, 2023.

Principal payments of approximately $0.5 million are due on the last business day of each quarter. The maturity date of the Credit Facilities is November 15, 2028.

As of December 31, 2024 and December 31, 2023, there were no amounts outstanding on the Revolving Credit Facility.

The Credit Facilities are secured by substantially all of the Company's subsidiaries' assets. The Term Loan agreement restricts cash dividends and other distributions from the Company's subsidiaries to the Company and also restricts the Company's ability to pay cash dividends to its shareholders.

The Credit Facilities are subject to customary financial covenants, including with respect to the Total Net Leverage Ratio, defined as, with respect to any period end, to the ratio of (a) Consolidated Total Debt (as defined in the credit agreement) to (b) Consolidated EBITDA (as defined in the credit agreement); and First Lien Net Leverage Ratio, defined as, with respect to any period end, the ratio of (a) Consolidated First Lien Debt (as defined in the credit agreement) to (b) Consolidated EBITDA. "Consolidated EBITDA" as defined by the credit agreement is

equivalent to our Adjusted EBITDA, as presented in Part II, Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Non-GAAP Financial Measures.”

The Total Net Leverage Ratio shall not be greater than 6.25:1.00 for quarterly periods ended March 31, 2024 and June 30, 2024; 5.75:1.00 for the quarterly periods ended September 30, 2024 and December 31, 2024; 5.50:1.00 for the quarterly periods ending March 31, 2025, June 30, 2025, and September 30, 2025; and 5.25:1.00 for periods ending December 31, 2025 and thereafter. The First Lien Net Leverage Ratio shall not be greater than 3.50:1.00 for quarterly periods ended March 31, 2024 and June 30, 2024; 3.00:1.00 for the quarterly periods ended September 30, 2024 and December 31, 2024; 2.75:1.00 for the quarterly periods ending March 31, 2025, June 30, 2025, and September 30, 2025; and 2.50:1.00 for periods ending December 31, 2025 and thereafter.

Backstop Notes

On September 30, 2021, a subsidiary of the Company issued the first tranche of the Backstop Notes, consisting of $95.1 million in senior unsecured exchangeable notes due 2028 to a lender and its affiliates. On October 28, 2021, the Company’s subsidiary issued a second and final tranche of Backstop Notes in the amount of $24.9 million. The Backstop Notes are guaranteed by the Company and are due September 30, 2028.

The Backstop Notes were issued at par and bear interest at a rate of 5.50% per annum which is paid semi-annually on March 30 and September 30 of each year. The Backstop Notes are exchangeable into common stock of the Company at $62.50 per share (the “Base Exchange Rate”) at any time at the option of the lender. At the Base Exchange Rate, the Notes are exchangeable for a maximum of approximately 1.9 million shares of the Company’s common stock, but limited to 9.9% of common shares outstanding. The Base Exchange Rate may be adjusted for certain dilutive events or change in control events as defined by the Indenture (the “Adjusted Exchange Rate”).

After September 30, 2023 and prior to the fifth business day after the last quarter end before the maturity date, if the Company’s shares of common stock are trading at a defined premium to the Base Exchange Rate or applicable Adjusted Exchange Rate, the Company may pay or deliver, as the case may be, in respect of each $1,000 principal amount of Backstop Notes being exchanged, cash, shares of its common stock, or a combination of cash and shares of its common stock.

The Backstop Notes were issued pursuant to an indenture which contains financial covenants related to the Company’s maximum total debt to Adjusted EBITDA ratio.

Other borrowings

The Company’s “other borrowings” as set forth on the foregoing table regarding the Company’s long-term debt related solely to a premium finance agreement entered into on August 3, 2022, to purchase a Directors and Officers insurance policy with a two-year policy term. The original amount borrowed was approximately $3.6 million at a fixed rate of 4.6% per annum, amortized over twenty months. The premium finance agreement requires 20 fixed monthly principal and interest payments of approximately $0.2 million per month from August 15, 2022 to March 15, 2024. The borrowing was fully repaid as scheduled.

Mandatorily Redeemable Preferred Stock

The Company has authorized 35,000,000 shares of preferred stock, and has issued to a single investor (Searchlight) who is currently the sole holder of 152,857 shares of Series A-1 preferred stock, which is mandatorily redeemable for cash payable to the holder on November 15, 2033. The number of issued and outstanding shares of Series A-1 preferred stock are currently the same. The Series A-1 preferred stock has a liquidation preference of $1,000 per share. No amounts are redeemable during the five years subsequent to December 31, 2024.

The following table sets forth the number of shares and the carrying amounts of Series A-1 preferred stock as of December 31, 2024 and December 31, 2023:

		Carrying Amount	
($ in thousands)	**Shares**	**December 31, 2024**	**December 31, 2023**
Preferred stock issued November 15, 2023	150,000	$ 150,000	$ 150,000
Preferred stock issued December 13, 2023	2,857	2,857	2,857
Preferred stock issuance costs [1]	N/A	(5,335)	(5,936)
Allocation of proceeds to preferred stock [2]	N/A	(4,746)	(5,327)
Preferred stock, end of year	**152,857**	**$ 142,776**	**$ 141,594**

[1] Issuance costs were deemed to be allocated based on Day 1 relative fair values of the financial instruments issued, to which was allocated approximately 97% to the preferred stock, which costs presented above were capitalized and will be amortized through the date of mandatory redemption, and 3% to the Penny Warrants, which amount was immaterial and was expensed immediately upon issuance of the Penny Warrants.

(2) The redemption amount of the Series A-1 preferred stock of approximately $152.9 million differs from the carrying amount, above, which difference is attributable to an allocation of proceeds received to these shares upon issuance, as this liability is recorded based on its initial fair value as a Level 2 instrument in the fair value hierarchy, which involved an allocation of proceeds between the preferred stock as a freestanding financial instrument and the associated Penny Warrants issued concurrently to the same investor as a freestanding derivative. The accretion of this allocation of proceeds is further described below.

The allocation of proceeds will be accreted so that the carrying value and redemption amount will be equal on the mandatory redemption date of the preferred stock on November 15, 2033. Accretion of approximately $0.6 million was recognized during the year ended December 31, 2024. No accretion was recognized during the year ended December 31, 2023 due to immateriality.

The Company has the ability to redeem the Series A-1 preferred stock before its mandatory redemption date, at 104% of the liquidation preference per share plus accrued and unpaid dividends on or before the first anniversary of the closing date, 102% of the liquidation preference per share plus accrued and unpaid dividends on or before the second anniversary but after the first anniversary of the closing date, 101% of the liquidation preference per share plus accrued and unpaid dividends on or before the third anniversary but after the second anniversary of the closing date, and 100% of the liquidation preference per share plus accrued and unpaid dividends on or after the third anniversary of the closing date.

The Series A-1 preferred stock accrues dividends at an initial rate of 13% per year, compounded and payable quarterly, though cash payment of dividends must be declared by the Board, and are otherwise accrued, as further described below:

Searchlight, as the current sole owner of the Series A-1 preferred stock, is solely owed the accrued interest arising from the Series A-1 preferred stock outstanding, which interest is referred to in the Certificate of Designations of Preferences, Rights and Limitations of Series A-1 Preferred Stock as “Dividends”. The “dividend rate” means, initially, 13% per annum, and dividends on each share of Series A-1 preferred stock shall (i) accrue on the liquidation preference of such share and on any accrued dividends on such share, on a daily basis from and including the issuance date of such share, whether or not declared, whether or not the Company has earnings and whether or not the Company has assets legally available to make payment thereof, at a rate equal to the dividend rate, (ii) compound quarterly and (iii) be payable quarterly in arrears, in accordance with the section, below, on each dividend payment date, commencing on December 31, 2023. Dividends on the Series A-1 preferred stock shall accrue on the basis of a 365-day year based on actual days elapsed. The amount of dividends payable with respect to any share of Series A-1 preferred stock for any dividend payment period shall equal the sum of the daily dividend amounts accrued with respect to such share during such dividend payment period.

Dividends on the Series A-1 preferred stock shall be payable in cash only if, as and when declared by the Board, and, if not declared by the Board, the amount of accrued Dividends shall be automatically increased, without any action on the part of the Company or any other person, in an amount equal to the amount of the dividend to be paid. For further clarity, if the Board does not declare and pay in cash, or the Company otherwise for any reason fails to pay in cash, on any dividend payment date, the full amount of any accrued and unpaid dividend on the Series A-1 preferred stock since the most recent dividend payment date, then the amount of such unpaid dividend shall automatically be added to the amount of accrued Dividends on such share on the applicable dividend payment date without any action on the part of the Company or any other person.

Cash Flows

	For the Year Ended December 31,	
(in thousands)	**2024**	**2023**
Net cash provided by (used in) operating activities	$ 9,906	$ (6,419)
Net cash used in investing activities	$ (13,455)	$ (20,230)
Net cash (used in) provided by financing activities	$ (3,782)	$ 18,906

Cash flows from operating activities

For the year ended December 31, 2024, cash provided by operating activities was approximately $9.9 million. The change in operating cash flows from 2023 was primarily due to the accrual of interest payable to affiliate in arrears, and timing of accounts payable and receivable.

Cash flows from investing activities

Cash used in investing activities for the years ended December 31, 2024 and 2023 was primarily used for investments in property and equipment and internally developed software.

Cash flows from financing activities

Cash used in financing activities for the year ended December 31, 2024, was primarily due to scheduled principal payments on the Term Loan. During 2023, cash provided by financing activities was primarily due to the refinancing of the prior term loan.

Cash Availability and Purchase Commitments

We have the ability to defer the cash payment of dividends (which are accounted for under GAAP as interest due to the debt-like features of the underlying instrument) due on the Series A-1 preferred stock, and plan to defer such payments in order to preserve cash for other purposes. As of December 31, 2024, we owed approximately $23.8 million in such dividend liability, which is due to an affiliate (Searchlight).

We also had a total of $58.0 million of purchase commitments payable that were not recorded as liabilities on our consolidated balance sheet as of December 31, 2024. On April 1, 2025, the Google Cloud Platform ("GCP") commitment was amended, resulting in a reduction of the total GCP commitment amount from $22.0 million to $10.9 million, or approximately 50.5% of the total GCP commitment amount. In connection with the amendment, the Company will incur a fee of $1.2 million payable by May 1, 2025. This amendment qualifies as a subsequent event (see Note 25 — *Subsequent Events*).

As of December 31, 2024, we had approximately $19.4 million of cash on hand.

Significant Repurchase of Equity Securities during 2024

On September 17, 2024, we purchased 183,099 shares and 9,638 shares of our common stock from The Northwestern Mutual Life Insurance Company and The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account, respectively, at the price of $2.24 per share, which was equal to the previous day's closing price. This purchase was not made pursuant to a publicly announced share repurchase program. These shares of common stock have been retained by us as treasury stock.

Critical Accounting Estimates

The preparation of financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reported periods. Actual results could differ from those estimates. We expect quarter-to-quarter GAAP earnings volatility from our business activities. In addition, the amount or timing of our reported earnings may be impacted by technical accounting issues and estimates.

Management discusses the ongoing development and selection of the critical accounting policies and estimates as set forth below with the Audit Committee of our Board of Directors. For a discussion of the Company's significant accounting policies, see Note 2 — *Summary of Significant Accounting Policies*, in the notes to consolidated financial statements in Part II, Item 8.

Goodwill

Goodwill is the largest asset on our consolidated balance sheets, and has arisen over time as we have acquired other companies. Goodwill is the residual asset value of an acquired business — an intangible asset that is created when a company is purchased in excess of the fair market value of its net assets. The calculation of goodwill is often an inherently subjective process, as the determination of an acquired company's net assets (as further described below, in "Business Combinations") involves estimation of various factors, such as useful lives, selection of discount rates, calculation of weighted-average cost of capital, determination of the company's peer group for comparable purposes, and other factors that involve significant judgment. Although management often engages third party experts to perform such calculations, management is responsible for the ultimate conclusions reached in any valuation report.

Goodwill is not amortized, but is tested for impairment both on a routine annual basis and also when an indicator of impairment is deemed to have occurred. An impairment charge is a permanent reduction to the carrying value of an asset and cannot be reversed.

Determining if an indicator of impairment to goodwill has occurred involves considerable judgement. During both the second quarter of 2024 and the third quarter of 2023, we experienced (among other qualitative indicators described in Part II, Item 8, Notes to the Consolidated Financial Statements, Note 8 — *Goodwill and Other Intangible Assets*) declines in our stock price and market capitalization that, in management's opinion, represented at each time, a possible indicator of impairment as the observed declines were both significant and sustained, and thus, impairment testing was deemed to be indicated.

In testing goodwill for impairment, the underlying assumptions and factors subject to sensitivity included the Company's internal forecasts of its future results including projected revenue growth rates, cash flows, and its weighted average cost of capital, discount rates, and market factors such as earnings multiples from comparable publicly traded companies.

In the second quarter of 2024, we recorded a goodwill impairment loss of $65.9 million, and in the third quarter of 2023 we recorded a goodwill impairment loss of $78.3 million. There can be no assurance that goodwill will not be further impaired in the future, and there can be no

assurance that management will identify potential qualitative, off-cycle indicators of further goodwill impairment on a timely basis, as these matters are subjective in nature.

Accounting for Business Combinations

We account for acquired businesses using the acquisition method of accounting, which requires that assets acquired and liabilities assumed be recorded at their respective fair values on the date of acquisition. We assign fair value of the consideration paid to the underlying net assets of the acquired business based on their respective fair values. Any excess of the purchase price over the estimated fair value of the net assets acquired is recorded as goodwill, as discussed above.

Intangible assets are amortized over the expected life of the asset. Fair value determinations and useful life estimates are based on, among other factors, estimates of expected future cash flows from revenue of the intangible assets acquired, estimates of appropriate discount rates used to calculate the present value of expected future cash flows, estimated useful lives of the intangible assets acquired, customer attrition rates, future changes in technology and brand awareness, and other factors.

Although we believe the assumptions and estimates we have made have been reasonable and appropriate, they are based, in part, on historical experience, information obtained from the management of the acquired companies and future expectations. For these and other reasons, actual results may vary significantly from estimated results.

Internal Use Software

The determination of the capitalization of internal use software is subject to estimates regarding the stage of the project, which affects the determination of capitalization versus expense. Generally, only costs incurred in the application development stage are eligible for capitalization, and it can be difficult to determine the precise point at which a preliminary project stage is complete, then moving into the development stage where costs are capitalized, and then the point at which the project moves into a post-implementation stage, where the software is ready for its intended use, and further costs are again expensed. Additionally, if a project is abandoned or not deemed feasible, costs are expensed, and again, the determination of when or if this occurs is subject to professional judgement. Finally, the proper capitalization of developer time relies upon timely and accurate reporting of such hours in our internal systems, precision in estimations of hourly labor rates, and relies upon individual software developers to input said hours of work on a timely and accurate basis in order to be appropriately recognized.

Capitalized internal use software, net of accumulated amortization, was $32.7 million and $35.8 million as of December 31, 2024 and 2023, respectively, and is included in intangible assets on our consolidated balance sheets.

Income Taxes

Given the complexity and subjectivity regarding the interpretation and application of various income tax laws, we are required to make significant judgments and estimates in determining our provision for income taxes.

This estimation process involves assessing various factors, including but not limited to:

- *Interpretation of tax laws in numerous jurisdictions*: The interpretation and application of tax laws, regulations, and rulings issued by various taxing authorities in numerous jurisdictions can be complex and subject to differing interpretations, and although our operations are located primarily in North America, we must comply with tax laws everywhere we operate.
- *Deferred tax assets and liabilities*: The recognition and measurement of deferred tax assets and liabilities involve estimating the future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities. This requires us to make assumptions about future taxable income, tax rates, and the timing of reversals of temporary differences.
- *Uncertain tax positions*: We may be subject to tax audits which could result in adjustments to our estimations of tax liabilities. We must assess the likelihood of various outcomes for uncertain tax positions and determine the appropriate amount of tax reserves to record based on the probability of settlement.
- *Valuation allowance*s: We must evaluate the realizability of deferred tax assets, considering factors such as profitability, future projections, and the availability of taxable income against which deferred tax assets can be utilized. This assessment involves significant judgment and estimation.

Given the inherent uncertainty and complexity surrounding income tax matters, our estimates may differ from the actual tax liabilities and benefits realized, which could materially impact our financial condition and results of operations. We continuously monitor changes in tax laws and regulations and reassess our estimates as new information becomes available to ensure the accuracy of our financial reporting. However, there can be no assurance that future developments will not require adjustments to our estimates, which could have a material impact on our financial statements.

Liability for Indirect Taxes

Indirect taxes to which we may be subject include sales tax, telecommunications use tax, federal universal service fund fees, and other similar levies imposed by various federal, state, and local governmental authorities on the sale of certain defined products and services. Products and services that may be defined as taxable in one jurisdiction may not be defined as taxable in another jurisdiction. Given the diverse regulatory environments and varying tax rates across different jurisdictions, we are required to make significant judgments and estimates in determining our liabilities for indirect taxes. Key considerations include:

- *Taxability of transaction*s: Determining the taxability of specific transactions requires careful analysis of specific customer use cases as applied to relevant tax laws, regulations, and interpretations. We must assess whether products or services provided are subject to indirect taxes and then must apply the appropriate tax rates accordingly.
- *Estimating a range where contingent liabilities that are deemed to be "more likely than not" or "probable" exist*: We may encounter uncertainties regarding the application of indirect tax laws and regulations. We must assess the likelihood of unfavorable outcomes for any uncertain indirect tax positions and determine the appropriate amount of contingent loss reserves to record based on the probability of settlement.
- *Compliance and reporting requirements*: We are responsible for complying with various indirect tax filing and reporting obligations. Even inadvertent non-compliance may result in penalties and interest charges, which are a part of an initial liability estimate, when a liability is determined to be "probable," even if a jurisdiction later waives penalties in situations where mitigation may exist, such as by us entering into a "voluntary disclosure arrangement" with a jurisdiction. Further, in situations where a "reseller certificate" may be a mitigating factor, we must properly prepare, perfect, and maintain such certificates.

Given the complexity and subjectivity involved in these matters, our estimates may differ from the actual tax liabilities incurred, which could materially impact our financial statements. We continuously monitor changes in indirect tax laws and regulations and reassess our estimates as new information becomes available to ensure compliance and accuracy in our financial reporting. Future regulatory developments may require adjustments to our estimates, which could have a material impact on our financial condition and results of operations.

Revenue Recognition

We derive revenue primarily from the sales of our products and services, disaggregated for analysis into the categories of IoT Connectivity and IoT Solutions.

We must make significant estimates and assumptions as we follow the revenue accounting model of ASC 606, to (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenue when (or as) we satisfy a performance obligation.

The significant estimates and assumptions are discussed in detail in Part II, Item 8 - Financial Statements, Note 2 — *Summary of Significant Accounting Policies* and Note 3 — *Revenue Recognition*.

Recent accounting pronouncements

See Note 2 — *Summary of Significant Accounting Policies* to the accompanying consolidated financial statements in Part II, Item 8, for more information about recent accounting pronouncements, the timing of their adoption, and our assessment, to the extent we have made one, of their potential impact on our financial condition and our results of operations.

As an EGC, the JOBS Act allows us to delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are applicable to private companies. We have elected to use this extended transition period under the JOBS Act until such time that we are no longer considered to be an EGC.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As a smaller reporting company, we are not required to provide this information.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Report of Independent Registered Public Accounting Firm

Shareholders and Board of Directors
KORE Group Holdings, Inc.
Atlanta, Georgia

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of KORE Group Holdings, Inc. (the "Company") as of December 31, 2024 and 2023, the related consolidated statements of operations and comprehensive loss, changes in stockholders' (deficit) equity, and cash flows for each of the years then ended, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended**,** in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ BDO USA, P.C.

We have served as the Company's auditor since 2020.

Atlanta, Georgia
April 30, 2025

KORE Group Holdings, Inc.
Consolidated Balance Sheets
(In thousands, except share and per share data)

	December 31,	
	2024	**2023**
ASSETS		
Current assets:		
Cash	$ 19,408	$ 27,137
Accounts receivable, net	43,980	52,413
Inventories, net	6,653	8,215
Prepaid expenses and other current assets	9,922	14,222
Total current assets	**79,963**	**101,987**
Noncurrent assets:		
Restricted cash	293	300
Property and equipment, net	9,052	10,956
Intangible assets, net	125,057	167,587
Goodwill	228,844	294,974
Operating lease right-of-use assets	8,412	9,367
Other non-current assets	4,212	1,813
Total assets	**$ 455,833**	**$ 586,984**
LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY		
Current liabilities:		
Accounts payable	$ 14,827	$ 23,983
Accrued liabilities	31,849	23,421
Current portion of operating lease liabilities	1,431	1,446
Deferred revenue	8,509	9,044
Current portion of long-term debt and other borrowings, net	1,850	2,411
Warrant liabilities to affiliates	7,624	11,664
Total current liabilities	**66,090**	**71,969**
Noncurrent liabilities:		
Operating lease liabilities	8,278	9,446
Long-term debt and other borrowings, net	295,661	296,109
Deferred income tax liabilities, net	4,131	13,795
Accrued interest due to affiliate	23,798	2,530
Mandatorily redeemable preferred stock due to affiliate, net	142,776	141,594
Other liabilities	14,699	14,568
Total liabilities	**555,433**	**550,011**
Commitments and Contingencies		
Stockholders' (deficit) equity:		
Common stock, voting; par value $0.0001 per share; 315,000,000 shares authorized; 18,201,093 shares issued and 17,008,356 outstanding as of December 31, 2024, and 17,476,530 shares issued and 16,476,530 outstanding as of December 31, 2023	8	8
Additional paid in capital	468,711	461,069
Accumulated other comprehensive loss	(3,778)	(6,070)
Accumulated deficit	(561,356)	(415,280)
Treasury stock, at cost, 1,192,737 shares as of December 31, 2024, and 1,000,000 shares as of December 31, 2023	(3,185)	(2,754)
Total stockholders' (deficit) equity	**(99,600)**	**36,973**
Total liabilities and stockholders' (deficit) equity	**$ 455,833**	**$ 586,984**

See accompanying notes to consolidated financial statements

KORE Group Holdings, Inc.
Consolidated Statements of Operations and Comprehensive Loss
(In thousands, except share and per share data)

	For the Year Ended December 31,	
	2024	**2023**
Revenue		
Services	$ 234,247	$ 212,645
Products	51,840	63,965
Total revenue	**286,087**	**276,610**
Cost of revenue		
Services	93,663	82,547
Products	32,498	46,016
Total cost of revenue (exclusive of depreciation and amortization shown separately below)	**126,161**	**128,563**
Operating expenses		
Selling, general, and administrative expenses	140,016	129,200
Selling, general, and administrative expenses incurred with affiliates	624	988
Depreciation and amortization	56,218	58,363
Goodwill impairment	65,861	78,257
Total operating expenses	**262,719**	**266,808**
Operating loss	**(102,793)**	**(118,761)**
Other expense (income)		
Interest expense, including amortization of deferred financing costs	31,248	40,625
Interest expense incurred with affiliate, including amortization of deferred financing costs	21,268	2,607
Interest income	(1,120)	(552)
Change in fair value of warrant liabilities to affiliates	(4,040)	6,436
Loss on extinguishment of debt	—	2,584
Other expense, net	1,864	739
Loss before income taxes	**(152,013)**	**(171,200)**
Income tax benefit	(5,937)	(4,158)
Net loss	**$ (146,076)**	**$ (167,042)**
Loss per share:		
Basic and diluted	$ (7.59)	$ (9.97)
Weighted average shares outstanding:		
Basic and diluted	19,246,799	16,761,646
Comprehensive loss		
Net loss	**$ (146,076)**	**$ (167,042)**
Other comprehensive loss:		
Foreign currency translation adjustment	2,292	320
Comprehensive loss	**$ (143,784)**	**$ (166,722)**

See accompanying notes to consolidated financial statements

KORE Group Holdings, Inc.
Consolidated Statements of Changes in Stockholders' (Deficit) Equity
(In thousands, except share data)

	For the Year Ended December 31,	
	2024	**2023**
Par value of common stock		
Balance, beginning of year	$ 8	$ 8
Balance, end of year	8	8
Additional paid-in capital		
Balance, beginning of year	461,069	435,292
Common stock issued pursuant to acquisition	—	14,700
Stock-based compensation expense	8,481	11,251
Stock awards cancelled for employee tax withholdings	(839)	(405)
Private offering and merger financing refund	—	231
Balance, end of year	468,711	461,069
Accumulated other comprehensive loss		
Balance, beginning of year	(6,070)	(6,390)
Foreign currency translation adjustment	2,292	320
Balance, end of year	(3,778)	(6,070)
Accumulated deficit		
Balance, beginning of year	(415,280)	(248,238)
Net loss	(146,076)	(167,042)
Balance, end of year	(561,356)	(415,280)
Treasury stock, at cost		
Balance, beginning of year	(2,754)	—
Purchase of treasury stock	(431)	(2,754)
Balance, end of year	(3,185)	(2,754)
Total stockholders' (deficit) equity	**$ (99,600)**	**$ 36,973**

See accompanying notes to consolidated financial statements

KORE Group Holdings, Inc.
Consolidated Statements of Cash Flows
(In thousands)

	For the Year Ended	
	2024	**2023**
Operating activities:		
Net loss	$ (146,076)	$ (167,042)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities		
Depreciation and amortization	56,218	58,363
Amortization of deferred financing costs	2,584	2,204
Loss on extinguishment of debt	—	2,584
Goodwill impairment	65,861	78,257
Stock-based compensation expense	8,481	11,251
Deferred income taxes	(10,109)	(11,412)
Change in fair value of warrant liabilities to affiliates	(4,040)	6,436
Amortization of operating lease right-of-use assets	1,284	2,331
Unrealized loss on foreign currency translation	5,020	(182)
Other	1,029	282
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	6,723	(7,707)
Inventories	1,511	1,973
Prepaid expenses and other assets	4,029	(87)
Accounts payable and accrued liabilities	(49)	12,968
Accrued interest due to affiliate	21,268	2,530
Deferred revenue	(418)	1,175
Operating lease liabilities	(1,491)	(1,847)
Other assets and liabilities	(1,919)	1,504
Net cash provided by (used in) operating activities	**$ 9,906**	**$ (6,419)**
Investing activities:		
Purchases of property and equipment	(2,807)	(4,433)
Additions to intangible assets	(10,648)	(15,797)
Net cash used in investing activities	**$ (13,455)**	**$ (20,230)**
Financing activities:		
Repayment of debt	(2,411)	(304,847)
Purchase of treasury stock	(431)	(2,754)
Principal payments under finance lease obligations	(101)	(123)
Payment of employee tax withholdings through cancelled shares of stock	(839)	(405)
Proceeds from issuance of debt	—	185,000
Payment of original issue discount	—	(4,200)
Payment of deferred financing costs	—	(6,853)
Proceeds from mandatorily redeemable preferred stock due to affiliate	—	152,857
Private offering and merger financing refund	—	231
Net cash (used in) provided by financing activities	**$ (3,782)**	**$ 18,906**
Effect of exchange rate changes on cash	$ (405)	$ 173
Net decrease in cash and restricted cash	$ (7,736)	$ (7,570)
Cash and restricted cash, beginning of year	$ 27,437	$ 35,007
Cash and restricted cash, end of year	**$ 19,701**	**$ 27,437**
Supplemental cash flow information:		
Cash paid for interest	$ 28,885	$ 35,330
Cash paid for income taxes (net of refunds)	$ 2,104	$ 5,718
Non-cash investing and financing activities:		
Operating lease right-of-use assets obtained in exchange for new operating lease liabilities	$ 485	$ 1,636
Non-cash consideration (stock) issued for acquisition	$ —	$ 14,700
Issuance of penny warrants	$ —	$ 5,195
Reconciliation of cash and restricted cash, end of year:		
Cash	$ 19,408	$ 27,137
Restricted cash	293	300
Total cash and restricted cash, end of year	**$ 19,701**	**$ 27,437**

See accompanying notes to consolidated financial statements

KORE Group Holdings, Inc.
Notes to Consolidated Financial Statements

NOTE 1 - NATURE OF OPERATIONS

Organization and Basis of Presentation

KORE Group Holdings, Inc. (together with its subsidiaries, "KORE," or the "Company") provides advanced connectivity services, location-based services, device solutions, managed and professional services used in the development and support of the "Internet of Things" ("IoT") technology for the business market. The Company's IoT platform is delivered in partnership with the world's largest mobile network operators and provides secure, reliable, wireless connectivity to mobile and fixed devices. This technology enables the Company to expand its global technology platform by transferring capabilities across new and existing vertical markets and delivers complementary products to channel partners and resellers worldwide.

The Company is incorporated in the state of Delaware and its operations are primarily located in North America. The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries, and have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). All significant intercompany balances and transactions have been eliminated in consolidation.

The Company's common stock is traded on the New York Stock Exchange (the "NYSE") under the ticker symbol "KORE". The Company implemented a reverse stock split of its common stock at a ratio of 1-for-5 effective as of July 1, 2024. The reverse stock split did not adjust the par value of the Company's stock, nor did it affect the number of common shares authorized. No fractional shares were issued in connection with the reverse stock split. Any fractional shares resulting from the reverse stock split, regardless of the fractional amount, resulted in an additional one share in lieu of such fractional share. The number of shares of common stock covered by the warrants outstanding at the effective time of the reverse stock split was reduced to one-fifth the number of shares of common stock covered by the warrants immediately preceding the reverse stock split, and the exercise price per share was increased by five times the exercise price immediately preceding the reverse stock split, resulting in the same aggregate price being required to be paid therefor upon exercise thereof as was required immediately preceding the reverse stock split. All calculations have been adjusted to reflect the reverse stock split for all periods presented. The reverse stock split did not affect the shares of preferred stock outstanding.

The Company currently qualifies as an Emerging Growth Company under Section 102(b)(1) of the JOBS Act, which, upon an affirmative election, which the Company has made, allows the Company to adopt new or revised financial accounting standards at the same time as private companies.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of financial statements requires the Company to make a number of significant estimates. These include estimates of revenue recognition, fair value measurements of assets acquired and liabilities assumed in business combinations, assessments of indicators of impairment regarding various assets including goodwill, calculation of capitalized software costs, accounting for uncertainties in income tax positions, and other estimates that affect the reported amounts of certain assets and liabilities as of the date of the consolidated financial statements and the reported amounts of certain revenues and expenses during the reported periods. Changes in these estimates may occur in the near term. The Company's estimates are inherently subjective in nature and actual results could differ from the Company's estimates and the differences could be material.

Restatement of Previously Issued Unaudited Condensed Consolidated Financial Statements (Unaudited)

The Company identified an error related to the calculation of the goodwill impairment which was reflected in the Company's Unaudited Condensed Consolidated Financial Statements as of and for the three and six month periods ended June 30, 2024 (the "Affected Period"). As a result of this calculation error in the second quarter of 2024, "Operating loss" for the three and six month periods ended June 30, 2024 was understated by $17.7 million in the Company's Unaudited Condensed Consolidated Statements of Operations, and at the same time, "Goodwill" as of June 30, 2024 was overstated by the same amount in the Company's Unaudited Condensed Consolidated Balance Sheet for the Affected Period included within the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024, which was originally filed with the United States Securities and Exchange Commission (the "SEC") on August 14, 2024. Additionally, as of and for the three and six months ended June 30, 2024, the Company identified other immaterial errors that were also corrected.

Reclassifications of Prior Period Presentation

Certain immaterial amounts reported in prior periods in the consolidated financial statements have been corrected and reclassified to conform to the current year's presentation.

The amount of "accrued interest due to affiliate" of $2.5 million on the consolidated balance sheet as of December 31, 2023 has been reclassified to noncurrent liabilities for comparative purposes. During the year ended December 31, 2023, the Company initially classified the amount as a current liability, as the Company's Board of Directors had not indicated whether or not the amount accrued would be declared

payable. During 2024, the Company determined that this amount should be considered long-term, as the Board of Directors did not indicate that the payment would occur within the current year, and the terms of the preferred stock dividend allow for the dividend to accrue in arrears until payment is declared by the Board of Directors.

In addition, the Company identified that the health administration costs of $0.6 million incurred with an affiliate were incorrectly included in the "selling, general, and administrative expenses" on the consolidated statement of operations and comprehensive loss for the year ended December 31, 2023. This amount has now been reclassified to "selling, general, and administrative expenses incurred with affiliates". See Note 20 — *Related Party Transactions*.

Change in Accounting Estimate — Depreciation of Property and Equipment

On January 1, 2024, the Company elected to change its method of depreciation for long-lived assets from the declining balance method to the straight-line method. The Company's use of the straight-line depreciation method was effective beginning January 1, 2024, and has been applied prospectively as a change in estimate.

Restricted Cash

Restricted cash represents cash deposits held with financial institutions for letters of credit and is not available for general corporate purposes.

Concentrations of Credit Risk

Cash is a financial instrument that is potentially subject to concentrations of credit risk. The Company's cash is deposited in accounts at large financial institutions, and amounts may, at times, exceed federally insured limits.

Trade Accounts Receivable and Allowance for Credit Losses

The Company records accounts receivable at amortized cost less an allowance for credit losses. The Company accounts for credit losses under the current expected credit loss model using a loss rate methodology, which considers historical loss rates on its trade accounts receivable balances, adjusted for current conditions, along with reasonable and supportable forecasts regarding collections and delinquencies on trade accounts receivable.

The Company generally does not require collateral from its customers, although it may require letters of credit in certain instances to limit its credit risk.

Inventories

The Company generally records its inventory, of which substantially all inventory consists of finished goods such as subscriber identity module ("SIM") cards, other hardware and packaging materials, using the first-in, first-out ("FIFO") method. One wholly-owned consolidated subsidiary which was acquired in 2022 uses the average cost method. All inventories are stated at the lower of cost or net realizable value.

Deferred Financing Costs

Deferred financing costs consist principally of debt issuance costs which are amortized using the straight-line method (as the straight-line method is not materially different from the effective interest method) over the terms of the related debt agreements and are presented in the consolidated balance sheets as direct deductions from the balance of long-term debt or debt-like instruments such as the Company's preferred stock. Issuance costs for undrawn credit facilities are recorded in other long-term assets in the consolidated balance sheets and are amortized over the term of the agreement using the straight-line method.

Property and Equipment

For the years ended December 31, 2024 and 2023, property and equipment, with the exception of leasehold improvements as further described below, were depreciated over their estimated useful lives using the straight-line method and the declining balance method, respectively.

Leasehold improvements are depreciated using the straight-line method over the shorter of the estimated useful life of the asset or the remaining term of the lease.

Leases

Lessee-type leases

The Company leases real estate, computer hardware, and vehicles for use in its operations under both operating and finance leases. The Company assesses whether an arrangement is a lease or contains a lease at inception. For arrangements considered leases or that contain a lease

that is accounted for separately, the Company determines the classification and initial measurement of the right-of-use asset and lease liability at the lease commencement date, which is the date that the underlying asset becomes available for use.

For both operating and finance leases, the Company recognizes a right-of-use asset, which represents its right to use the underlying asset for the lease term, and a lease liability, which represents the present value of the Company's obligation to make payments arising over the lease term. The present value of the Company's obligation to make payments is calculated using the incremental borrowing rate for operating and finance leases. The incremental borrowing rate is determined using a portfolio approach based on the rate of interest that the Company would have to pay to borrow an amount equal to the lease payments on a collateralized basis over a similar term. Management uses the unsecured borrowing rate and risk-adjusts that rate to approximate a collateralized rate, which is updated on an annual basis for the measurement of new lease liabilities.

In those circumstances where the Company is the lessee, we have elected to account for non-lease components associated with our leases (e.g., common area maintenance costs) and lease components as a single lease component for all of our asset classes.

Operating lease cost for operating leases is recognized on a straight-line basis over the term of the lease and is included in selling, general, and administrative expense in the Company's consolidated statements of operations and comprehensive loss, based on the use of the facility on which rent is being paid. Operating leases with a term of 12 months or less are not recorded on the balance sheet; and the Company recognizes rent expense for these leases on a straight-line basis over the lease term.

The Company recognizes the amortization of the right-of-use asset for its finance leases on a straight-line basis over the shorter of the term of the lease or the useful life of the right-of-use asset in depreciation and amortization expense in its consolidated statements of operations and comprehensive loss. The interest expense related to finance leases is recognized using the effective interest method based on the discount rate determined at lease commencement and is included within interest expense in the Company's consolidated statements of operations and comprehensive loss.

Lessor-type leases

In addition to selling our products directly to customers, the Company has entered into a leasing arrangement as a lessor for certain of its hardware devices as further described in Note 7 — *Leases*.

The Company assesses lessor-type leases in order to classify them as either operating or finance type leases, with finance-type lessor leases further divided into the categories of either sales-type leases or direct financing leases.

The determination for leases classified as sales-type are: (i) whether the lease transfers ownership of the equipment by the end of the lease term, (ii) whether the lease grants the customer an option to purchase the equipment and the customer is reasonably certain to do so, (iii) whether the lease term is for the major part of the economic life of the underlying equipment, (iv) whether the present value of the lease payments, and any residual value guaranteed by the customer that is not already reflected in the lease payments, is equal to or greater than substantially all of the fair market value of the equipment at the commencement of the lease, and (v) whether the equipment is specific to the customer and of such a specialized nature that it is expected to have no alternative use to the Company at the end of the lease term. Leasing arrangements meeting any of these conditions are accounted for as sales-type leases and revenue attributable to the lease component is recognized in a manner consistent with the equipment sales and the related equipment is derecognized with the associated expense presented as a cost of revenue.

Leasing arrangements that do not meet the criteria for classification as a sales-type lease will be accounted for as a direct-financing lease if the following two conditions are met: (i) the present value of the lease payments and any residual value guaranteed by the customer that is not already reflected in the lease payments and any other third party unrelated to the Company, is equal to or greater than substantially all of the fair market value of the equipment at the commencement of the lease, and (ii) it is probable that the Company will collect the lease payments and amounts necessary to satisfy a residual value guarantee.

Leasing arrangements that do not meet any of the finance-type lessor lease classification criteria are accounted for as operating leases and revenue is recognized straight-line over the term of the lease.

Internal Use Software

Certain costs of platform and software applications developed for internal use are capitalized as intangible assets. Capitalization of costs begins when two criteria are met: (i) the preliminary project stage is completed (i.e. application development stage) and (ii) it is probable that the software will be completed and used for its intended function. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditure will result in additional functionality. Costs incurred for maintenance, minor upgrades and enhancements are recorded under selling, general, and administrative expenses in the consolidated statement of operations and comprehensive loss as incurred. Costs related to preliminary project activities and post-implementation operating activities are also recorded under selling, general, and administrative expenses in the consolidated statement of operations and comprehensive loss as incurred. The Company amortizes the capitalized costs on a straight-line basis over the useful life of the assets.

Intangible Assets

Identifiable intangible assets acquired individually or as part of a group of other assets are initially recognized and measured at cost. The cost of a group of intangible assets acquired in a transaction, including those acquired in a business combination that meet the specified criteria for recognition apart from goodwill, is the sum of the individual assets acquired based on their acquisition date fair values. The cost incurred to enhance the service potential of an intangible asset is capitalized as a betterment.

The Company capitalizes costs directly related to the design, deployment and enhancements of its internal operating support systems, including employee-related costs.

The Company amortizes amortizable intangible assets on a straight-line basis over their estimated useful lives.

Goodwill and Long-Lived Asset Impairment Testing

Goodwill is not amortized, but rather, is subject to impairment testing. The Company tests goodwill for impairment on an annual basis on October 1 of each year, or when events or changes in circumstances indicate that the carrying amount of goodwill may not be recoverable. Goodwill and long-lived assets, including intangible assets, are tested for impairment at the reporting unit level, and the Company has been determined to be operating as a single reporting unit.

Business Combinations

The Company allocates the fair value of the consideration transferred to the assets acquired and liabilities assumed based on their fair values as of the acquisition date. The excess of the fair value of consideration transferred over the fair value of the assets acquired and liabilities assumed is recorded as goodwill. Acquisition-related expenses and restructuring costs are recognized separately from a business combination and are expensed as incurred. All changes in accounting for deferred tax asset valuation allowances and acquired income tax uncertainties after the measurement period are recognized as a component of provision for income taxes. When determining the fair values of assets acquired and liabilities assumed, management makes significant estimates and assumptions, especially with respect to intangible assets. Critical estimates in valuing intangible assets include expected future cash flows based on consideration of future growth rates and margins, customer attrition rates, future changes in technology and brand awareness and discount rates. Fair value estimates are based on the assumptions management believes a market participant would use in pricing the asset or liability.

Contingent Liabilities

The Company has certain contingent liabilities that arise in the ordinary course of business activities. The Company accrues for loss contingencies when losses become probable and are reasonably estimable. If the reasonable estimate of the loss is a range and no amount within the range is a better estimate, the minimum amount of the range is recorded as a liability. The Company does not accrue for contingent losses that, in its judgment, are considered to be reasonably possible, but not probable; however, it discloses the range of such reasonably possible losses, if estimable.

Treasury Stock

Treasury stock is reflected as a reduction of stockholders' equity at the cost to acquire the stock at its fair market value, which is determined as the closing price of the Company's stock on the date of acquisition if purchased in a non-market transaction. Treasury stock purchased on the secondary market is reflected at the actual market purchase price.

Segments

Operating segments are defined as components of an entity for which separate financial information is available and that is regularly reviewed by the Company's chief operating decision maker ("CODM") in deciding how to allocate resources to the individual segment and in assessing performance. The Company's CODM is its Chief Executive Officer. The Company has determined that it operates in one operating segment and one reportable segment, as the CODM reviews financial information presented on a consolidated basis for purposes of making operating decisions, allocating resources, and evaluating financial performance.

Revenue Recognition

The Company recognizes revenue when its customer obtains control of promised goods or services, in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To determine the appropriate amount of revenue to be recognized for arrangements determined to be within the scope of Accounting Standards Codification ("ASC") 606 — *Revenue from Contracts with Customers* ("ASC 606"), the Company applies the five step model: (i) identification of the contract(s) with a customer; (ii) identification of the performance obligations in the contract; (iii) determination of the transaction price; (iv) allocation of the transaction price to the performance obligations in the contract; and (v) recognition of revenue when (or as) the Company satisfies a performance obligation. The Company only

applies the five-step model to contracts when it is probable that the entity will collect consideration it is entitled to in exchange for the goods or services it transfers to the customer.

The Company derives revenues primarily from IoT Connectivity and IoT Solutions.

IoT Connectivity

IoT Connectivity arrangements provide customers with secure and reliable wireless connectivity to mobile and fixed devices through various mobile network carriers. Revenue from IoT Connectivity consists of monthly recurring charges ("MRCs") and overage/usage charges, and contracts are generally short-term in nature (i.e., month-to-month arrangements). Revenue for MRCs and overage/usage charges are recognized over time as the Company satisfies the performance obligation (generally starting when an enrolled device is activated on the Company's platform). Most of the MRCs are billed monthly in advance (generally in the last week of a month); any amounts billed for which the service has not been provided as of the balance sheet dates are reported as a contract liability and components of deferred revenue.

Overage/usage charges are billed in arrears on a monthly cycle. Overage usage charges are evaluated on a monthly basis, and any overage/usage charges determined by management as unlikely to be collected due to a customer disputing the charge or due to a concession are reserved in the month billed and are not initially recognized as revenue. These amounts are netted against accounts receivable and reversed when credited to the customer account, generally no longer than one to two months after initial billing. Reserved items are written off when deemed uncollectible or recognized as revenue if collected.

Certain IoT Connectivity customers also have the option to purchase products and/or equipment (e.g. SIM cards, routers, phones, or tablets) from the Company on an as needed basis. Product sales to IoT Connectivity customers are recognized when control is transferred to the customer, which is typically upon shipment of the product.

IoT Solutions

IoT Solutions arrangements include device solutions (including connectivity), deployment services, and/or technology-related professional services. Management evaluates each IoT Solutions arrangement to determine the contract for accounting purposes. If a contract contains more than one performance obligation, consideration is allocated to each performance obligation based on standalone selling prices ("SSPs"). When available, the Company uses observable prices to determine SSPs. When observable prices are not available, SSPs are established that reflect the Company's best estimates of what the selling price of the performance obligations would be if they were sold regularly on a stand-alone basis. The Company's process for estimating SSPs without observable prices considers multiple factors that may vary depending upon the unique facts and circumstances related to each performance obligation including, where applicable, prices charged by the Company for similar offerings, market trends in the pricing for similar offerings, product-specific business objectives and the estimated cost to provide the performance obligation. Hardware, deployment services, and connectivity services generally have readily observable prices. The standalone selling price of the Company's warehouse management services (which is associated with its bill-and-hold inventory and determined to be immaterial as discussed below) was determined using a cost-plus-margin approach with the primary assumptions including company profit objectives, internal cost structure, and current market trends.

Device and other hardware sales in IoT Solutions arrangements are generally accounted for as separate contracts since the customer is not obligated to purchase additional services when committing to the purchase of any products. Such sales are typically recognized upon shipment to the customer. However, in certain contracts, the customer has requested for the Company to hold the products ordered for later shipment to the customer's remote location or to the customer's end user as a part of a vendor managed inventory model. In these situations, management has concluded that transfer of control to the customer occurs prior to shipment. In these "bill-and-hold" arrangements, the right to invoice, transfer of legal title and transfer of the risk and rewards associated with the products occurs when the Company receives the hardware from a third-party vendor and has deemed it to be functional. Additionally, the products are identified both physically and systematically as belonging to a specific customer, are usable by the customer, and are only shipped, used, or disposed as directed by the specific customer. Based on these factors, management recognizes revenue on bill-and-hold hardware when the hardware is received by the Company and deemed functional. As part of the bill-and-hold arrangements, the Company performs a service related to the storage of the hardware. The Company has determined that any storage fees related to bill-and-hold inventory are immaterial to the consolidated financial statements taken as a whole.

IoT Solutions arrangements may also contain embedded leases for hardware used to fulfill services. A contract with a customer includes an embedded lease when the Company grants the customer a right to control the use of an identified asset for a period of time in exchange for consideration. Embedded leases with customers are typically recognized either as sales-type leases in which revenue and cost of sales is recognized upon lease commencement; or they may be recognized as operating leases in which revenue is recognized over the usage period. Where a contract contains an embedded lease, the contract's transaction price is allocated to the contract performance obligations and the lease component based upon the relative standalone selling price.

Deployment services consist of the Company preparing hardware owned by a customer for use by a customer's end user. Deployment and connectivity may both be included within a single IoT Solutions contract and are considered separate performance obligations. While consideration for deployment services is generally fixed when ordered by the client, consideration for connectivity services is variable and solely related to the connectivity services. Therefore, the fixed consideration is allocated to the deployment services and is recognized as

revenue when the services are provided (i.e. when the related hardware is shipped to the customer). Connectivity within IoT Solutions contracts are recognized similar to the IoT Connectivity as described above, since such contracts are generally short term in nature and variability is resolved each month as the services are provided.

Professional services are generally provided over a contract term of one to two months. Revenue is recognized over time on an input method basis (typically, based on hours completed to date and an estimate of total hours to complete the project).

The Company estimates the transaction price based on the amount expected to be received for transferring the promised goods or services in the contract. The consideration may include fixed consideration or variable consideration. At the inception of each arrangement that includes variable consideration, the Company evaluates the amount of potential payment and the likelihood that the payments will be received. The Company utilizes either the most likely amount method or expected value method to estimate the amount expected to be received based on which method best predicts the amount expected to be received. The amount of variable consideration that is included in the transaction price may be constrained and is included in the transaction price only to the extent that it is probable that a significant reversal in the amount of the cumulative revenue recognized will not occur in a future period.

Product returns are recorded as a reduction to revenue based on anticipated sales returns that occur in the normal course of business and were immaterial for the years ended December 31, 2024 and 2023. The Company primarily has assurance-type warranties that do not result in separate performance obligations.

Contract Balances

Contract assets, or unbilled receivables, are recorded when the Company performs a service or transfers a good in advance of receiving consideration (the right to consideration is conditional on something other than the passage of time). Contract assets are classified as accounts receivable when the Company's right to consideration is unconditional (only the passage of time is required before payment is due).

Contract liabilities, or deferred revenue, are recorded when the Company receives consideration (or has the unconditional right to receive consideration) in advance of performing a service or transferring a good. Deferred revenue primarily relates to revenue that is recognized over time for connectivity monthly recurring charges, the changes in balance of which are related to the satisfaction or partial satisfaction of these contracts. The balance also contains a deferral for goods that are in-transit at the period end for which control transfers to the customer upon delivery.

Taxes Collected from Customers and Remitted to Governmental Authorities

The Company excludes taxes assessed by governmental authorities that are both imposed on and concurrent with a specific revenue-producing transaction and collected from customers. Accordingly, such tax amounts are not included as a component of revenue or cost of revenue and are accrued in current liabilities until remitted to governmental authorities.

Practical Expedients

The Company applies ASC 606, utilizing the following allowable exemptions or practical expedients:

- Practical expedient not to disclose the unfulfilled performance obligation balance for contracts with an original length of one year or less.
- Practical expedient to recognize the incremental costs of obtaining a contract as an expense when incurred if the amortization period of the asset that the entity otherwise would have recognized is one year or less.
- Practical expedient to present revenue net of sales taxes and other similar taxes.
- Practical expedient from recognizing shipping and handling activities as a separate performance obligation.
- Practical expedient not requiring the entity to adjust the promised amount of consideration for the effects of a significant financing component if the entity expects, at contract inception, that the period between when the entity transfers a promised good or service to a customer and when the customer pays for that good or service will be one year or less.

Cost of revenue, exclusive of depreciation and amortization

Cost of revenue includes any cost of connectivity incurred with the Company's carriers, as well as hardware products and materials and associated freight expense, and direct labor.

Selling, general, and administrative expenses

Selling, general, and administrative expenses include costs of the Company's business not directly attributable to performing services or selling products that are not otherwise separately stated on the Company's consolidated statements of operations and comprehensive loss. Such costs include salaries and benefits, professional services, and lease expenses.

Stock-based compensation

The Company sponsors an equity incentive plan that provides for the grant of various stock-based awards including time-vested restricted stock units and performance share units. The fair value of any such award is calculated on its grant date fair value, which for time-vested and performance share restricted stock units (excluding those with market conditions), is the market price on close of business of the grant date. The fair value of performance share units that include any market-based metrics is determined as of the grant date using either a Monte Carlo simulation or a binomial lattice valuation model. The Company recognizes compensation expense on a straight-line basis over the period the grant is earned by the employee, generally three years.

The Company assesses the likelihood of performance criteria being achieved for performance-based awards on a quarterly basis. If the Company determines that the performance criteria are probable of being achieved, the fair value of the award is expensed on a straight-line basis over the balance of the vesting period. In the event the Company determines it is no longer probable that it will achieve the minimum performance criteria specified in a performance-based award, the Company reverses all of the previously recognized compensation expense in the period such a determination is made.

The Company accounts for forfeitures of stock-based compensation as any such forfeitures occur.

Foreign Currency

The functional currency of the Company's foreign subsidiaries is generally the local currency. Any transactions recorded in the Company's foreign subsidiaries denominated in a currency other than the local currency are remeasured using current exchange rates each reporting period with the resulting realized and unrealized gains or losses of $5.2 million and $0.1 million being included in selling, general, and administrative expenses in the consolidated statements of operations and comprehensive loss for the years ended December 31, 2024 and 2023.

For consolidation purposes, all assets and liabilities denominated in a foreign currency are translated into U.S. dollars at the exchange rate on the balance sheet date. Revenues and expenses are translated at the average exchange rate during the period. Equity transactions are translated using historical exchange rates. Adjustments resulting from translating foreign functional currency financial statements into U.S. dollars are recorded as part of a separate component of stockholders' equity and reported in the consolidated statements of operations and comprehensive loss.

Income Taxes

The Company provides for income taxes under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The Company recognizes the effect of income tax positions only if those positions are more likely than not to be sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely to be realized. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the year that includes the date of enactment. A valuation allowance is recorded to reduce deferred tax assets to an amount, which, in the opinion of management, is more likely than not to be realized. The Company considers factors such as the cumulative income or loss in recent years; reversal of any deferred tax liabilities; projected future taxable income exclusive of temporary differences; the character of the income tax asset, including income tax positions; tax planning strategies and other factors in the determination of the valuation allowance.

Earnings Per Share

The Company applies the treasury stock method to determine the dilutive effect of potentially dilutive securities, including warrants, and the if-converted method to determine the dilutive effect of any potentially dilutive convertible securities.

Recently Adopted Accounting Pronouncements

The Company considers the applicability and impact of all Accounting Standards Updates ("ASUs" each an "ASU") issued by the Financial Accounting Standards Board ("FASB"). ASUs not listed below were assessed and determined to be either not applicable or did not have a material impact on the Company's consolidated financial statements. The following ASUs have been adopted by the Company during the fiscal year 2024:

ASU No. 2023-07, Segment Reporting: Improvements to Reportable Segment Disclosures ("ASU 2023-07")

On November 27, 2023, the FASB issued ASU 2023-07. The FASB issued the new guidance primarily to provide financial statement users with more disaggregated expense information about a public business entity's ("PBE") reportable segment(s). This ASU requires PBEs to provide incremental disclosures related to the entity's reportable segment(s), including disclosures for expenses that are both 1) significant to each reportable segment and are provided regularly to the CODM or easily computed from information regularly provided to the CODM and 2) included in the reported measure of segment profit or loss used by the CODM to assess performance and allocate resources. If a PBE does not

disclose any significant segment expenses for a reportable segment, it is required to disclose narratively the nature of the expenses used by the CODM to manage each segment's operations.

Under the provisions of this ASU, all of the disclosures required in the segment guidance, including disclosing a measure of segment profit or loss used by the CODM and reporting significant segment expenses, applies to all PBEs, including those with a single operating or reportable segment. However, this ASU does not change the definition of a segment, the method for determining segments, or the criteria for aggregating operating segments into reportable segments. ASU 2023-07 is effective for the Company's annual reporting periods for the year ended December 31, 2024 and all interim reporting periods beginning in 2025. At adoption, the disclosures are retrospectively presented for all comparative periods presented.

The Company has adopted this standard for its annual consolidated financial statements for the year ended December 31, 2024 and interim consolidated financial statements thereafter and has applied this standard retrospectively for the prior period presented in the consolidated financial statements. See Note 21 – *Segment Disclosures* for further information.

ASU No. 2024-04 Debt—Debt with Conversion and Other Options ("ASU 2024-04")

On November 26, 2024, the FASB issued ASU 2024-04 clarifying the accounting for settlements of convertible debt instruments as induced conversions. To qualify as an induced conversion, an inducement offer must provide the debt holder with at least the consideration (in form and amount) issuable under the instrument's conversion privileges. An entity should assess whether the convertible debt instrument was exchanged or modified (without being deemed substantially different) within the one-year period before the offer acceptance date.

The amendments also clarify that the incorporation, elimination, or modification of a volume weighted-average purchase price formula does not automatically result in debt extinguishment. An entity should instead assess whether the form and amount of conversion consideration remain consistent with the inducement offer based on the fair value of the entity's shares as of the offer acceptance date. Additionally, the induced conversion guidance applies to a convertible debt instrument that is not currently convertible as long as it had a substantive conversion feature at issuance and acceptance.

The amendments are effective for all entities for annual reporting periods beginning after December 15, 2025, and interim reporting periods within those annual reporting periods. Early adoption is permitted for all entities that have adopted the amendments in ASU 2020-06. The amendments permit an entity to apply the new guidance on either a prospective or a retrospective basis.

The Company has elected to early adopt ASU 2024-04. The adoption of this standard clarifies the accounting for induced conversions of convertible debt instruments. While the terms of the Company's convertible debt instruments have remained unchanged, the Company will evaluate any future transactions involving adjustments related to induced conversions.

Recently Issued Accounting Pronouncements

The Company considers the applicability and impact of all ASUs issued by the FASB. ASUs not listed below were assessed and determined to be either not applicable or are not expected to have a material impact on the Company's consolidated financial statements.

ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures ("ASU 2023-09")

On December 14, 2023, the FASB issued ASU 2023-09 requiring greater disaggregation of income tax disclosures related to the income tax rate reconciliation, income taxes paid , and other disclosures.

- **Income tax rate reconciliation** – ASU 2023-09 requires disclosing additional information in specified categories to reconcile the effective tax rate to the statutory rate (the rate reconciliation) for federal, state, and foreign income taxes. It also requires greater detail about individual reconciling items in the rate reconciliation to the extent the impact of those items exceeds a specified threshold.
- **Income taxes paid** – ASU 2023-09 requires disclosing information about taxes paid (net of refunds received) to be disaggregated for federal, state, and foreign taxes and further disaggregated for specific jurisdictions to the extent the related amounts exceed a quantitative threshold.
- **Other disclosures –** ASU 2023-09 requires disclosing income (or loss) from continuing operations before income tax expense (or benefit) disaggregated between domestic and foreign, and income tax expense (or benefit) from continuing operations disaggregated by federal (national), state, and foreign.

The amendments in ASU 2023-09 eliminated the requirement for all entities to (1) disclose the nature and estimate of the range of the reasonably possible change in the unrecognized tax benefits balance in the next 12 months or (2) make a statement that an estimate of the range cannot be made. The amendments in this update also removed the requirement to disclose the cumulative amount of each type of temporary difference when a deferred tax liability is not recognized because of the exceptions to comprehensive recognition of deferred taxes related to subsidiaries and corporate joint ventures.

The amendments in ASU 2023-09 are effective for annual periods beginning after December 15, 2024, early adoption is permitted. The Company is currently evaluating the effect of this new guidance on the consolidated financial statements.

ASU 2024-03, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures ("ASU 2024-03")

On November 4, 2024, the FASB issued ASU 2024-03 requiring additional income tax disclosures related to certain costs and expenses as listed below:

- Disclosing the amounts of (a) purchases of inventory, (b) employee compensation, (c) depreciation, (d) intangible asset amortization, and (e) depreciation, depletion, and amortization recognized as part of oil and gas producing activities (or other amounts of depletion expense) included in each relevant expense caption.
- Including certain amounts that are already required to be disclosed under current U.S. GAAP in the same disclosure as the other disaggregation requirements.
- Disclosing a qualitative description of the amounts remaining in relevant expense captions that are not separately disaggregated quantitatively.
- Disclosing the total amount of selling expenses and, in annual reporting periods, an entity's definition of selling expenses.

The amendments in ASU 2024-03 are effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Early adoption is permitted. They should be applied either prospectively to financial statements issued for reporting periods after the effective date or retrospectively to any or all prior periods presented in the consolidated financial statements. The Company is currently evaluating the effect of this new guidance on the consolidated financial statement disclosures.

NOTE 3 – REVENUE RECOGNITION

Disaggregated Revenue

The table below sets forth a summary of revenue by major service line:

	For the Year Ended December 31,	
(in thousands)	**2024**	**2023**
Services:		
IoT Connectivity [1]	$ 223,391	$ 200,066
IoT Solutions	10,856	12,579
	$ 234,247	$ 212,645
Products:		
Hardware [2][3]	$ 51,840	$ 63,965
Total	**$ 286,087**	**$ 276,610**

[1] Includes connectivity-related revenue from IoT Connectivity and IoT Solutions.
[2] Includes hardware-related revenue from IoT Connectivity and IoT Solutions.
[3] Includes $4.6 million and $6.4 million of bill-and-hold arrangements for the years ended December 31, 2024 and 2023, respectively.

The table below sets forth a summary of revenue by geographic area:

	For the Year Ended December 31,	
(in thousands)	**2024**	**2023**
United States	$ 241,718	$ 223,172
Other countries [1]	44,369	53,438
Total	**$ 286,087**	**$ 276,610**

[1] No single country in "all other countries" exceeded 10% of revenue by geographic area for the years ended December 31, 2024 and 2023.

Contract Assets

The following table sets forth the change in contract assets, or unbilled receivables:

	December 31,	
(in thousands)	**2024**	**2023**
Beginning balance	$ 2,173	$ —
Revenue recognized during the period but not billed [(1)]	3,271	2,173
Amounts reclassified to accounts receivable	(1,931)	—
Ending balance	**$ 3,513**	**$ 2,173**

[(1)] Net of financing component of $0.3 million as of December 31, 2024 and 2023, respectively.

Contract Liabilities

The table below sets forth the change in contract liabilities, or deferred revenue:

	December 31,	
(in thousands)	**2024**	**2023**
Beginning balance	$ 9,044	$ 7,817
Amounts billed but not recognized as revenue	8,492	9,041
Revenue recognized from balances held at the beginning of the period	(9,044)	(7,817)
Foreign exchange	17	3
Ending balance	**$ 8,509**	**$ 9,044**

Remaining Performance Obligations

Remaining performance obligations represent the aggregate amount of the transaction price in contracts allocated to performance obligations that are unsatisfied, or partially unsatisfied, at the end of the reporting period. Remaining performance obligations estimates are subject to change and are affected by several factors, including terminations, changes in the scope of contracts, periodic revalidations, adjustments for revenue that has not materialized, and adjustments for currency. As of December 31, 2024 the Company had approximately $21.8 million of remaining performance obligations on contracts with an original duration of one year or more. The Company expects to recognize approximately 86% of these remaining performance obligations in 2025, with the remaining balance recognized thereafter.

The Company has variable consideration of approximately $3.1 million and $1.4 million that was constrained revenue and excluded from the transaction price as of December 31, 2024 and December 31, 2023, respectively.

Costs to Obtain and Fulfill a Contract

The Company did not have material costs related to obtaining a contract, or fulfilling a contract that are not addressed by other accounting standards, with amortization periods greater than one year as of December 31, 2024 and 2023.

Customer Concentrations

The Company did not have concentrations in revenue from customers or related accounts receivable as of and for the year ended December 31, 2024 and 2023.

NOTE 4 – ACQUISITIONS

There were no business acquisitions completed during the year ended December 31, 2024.

Business acquisitions completed during the year ended December 31, 2023

On June 1, 2023, the Company completed the purchase of certain assets of Twilio Inc., including a carved-out workforce of over 50 employees and certain technology and customer relationships, and assumed certain liabilities related to those assets, primarily related to accrued commissions and benefits owed to the acquired employees. The assets acquired were dissimilar assets, with the ability to create inputs and

conduct activities to produce a return on the Company's investment, and, therefore, the acquisition was accounted for as an acquisition of a business ("Twilio's IoT Business"), and not an asset acquisition.

The transaction was funded by an issuance of the Company's shares of stock, as set forth in the table, below. Transaction costs for legal consulting, accounting, and other related costs incurred in connection with the acquisition were approximately $1.8 million which are included in selling, general, and administrative expenses in the Company's consolidated statements of operations and comprehensive loss for the year ended December 31, 2023.

The following table sets forth a summary of the allocation of the consideration transferred, including the identified assets acquired and liabilities assumed as of the acquisition date:

(in thousands)	Fair Value
Fair value of KORE common stock issued to sellers (2,000,000 shares)	$ 14,700
Total consideration	**$ 14,700**
Assets acquired:	
Intangible assets	$ 11,500
Inventories	326
Property and equipment	36
Total Assets acquired	**$ 11,862**
Liabilities assumed:	
Accrued liabilities	$ 405
Total liabilities assumed	**$ 405**
Net identifiable assets acquired	**11,457**
Goodwill (excess of consideration transferred over net identifiable assets acquired)	**$ 3,243**

Goodwill represents the future economic benefits that the Company expects to achieve as a result of the acquisition of the human capital and assets acquired. The goodwill resulting from this acquisition is deductible for tax purposes.

Consideration of disclosure of unaudited pro forma information

U.S. GAAP requires that a publicly traded entity disclose unaudited pro forma information regarding a business acquisition unless the disclosure of such information is impracticable. This disclosure involves a retrospective application of financial information to create factually supportable unaudited pro forma financial statements as of the reporting date, as if the acquisition had taken place at the beginning of the year of acquisition.

The Company believes that the disclosure of pro forma financial information regarding this acquisition is impracticable. As the acquisition was a carve-out of assets, which only meets the definition of a "business acquisition" because of the dissimilarity of the assets acquired and the ability of the acquired workforce to "create outputs" or generate revenue, no internally generated financial statements were made available to the Company. The Company considers any potential for retrospectively presented information regarding revenue, expenses, and income to require assumptions of significant amounts and about Twilio management's intent in prior periods that cannot be objectively determined or independently substantiated.

The financial results of this acquisition are included in the Company's consolidated statements of operations and comprehensive loss from the date of acquisition and the revenue and net loss so included were deemed impracticable to separate from the Company's overall results.

NOTE 5 – ACCOUNTS RECEIVABLE

The following table sets forth the details of the Company's accounts receivable, net balances included on the consolidated balance sheets as of December 31, 2024 and 2023:

	December 31,	
(in thousands)	**2024**	**2023**
Accounts receivable	$ 44,304	$ 52,843
Less: allowance for credit losses	(324)	(430)
Accounts receivable, net	**$ 43,980**	**$ 52,413**

As of January 1, 2023, the Company's accounts receivable balance was $44.5 million. The Company incurred bad debt expense of $ 1.0 million and $0.2 million, respectively, for the years ended December 31, 2024 and 2023. Write-offs were $0.7 million and immaterial for the years ended December 31, 2024 and 2023, respectively. Recoveries were immaterial for the years ended December 31, 2024 and 2023.

See Note 3 — *Revenue Recognition* for disclosure of any concentrations in both accounts receivable and revenue.

NOTE 6 – PROPERTY AND EQUIPMENT

The following table sets forth the details of property and equipment included on the consolidated balance sheets as of December 31, 2024 and 2023:

	December 31,	
(in thousands)	**2024**	**2023**
Computer hardware	$ 14,857	$ 16,381
Computer software	6,740	8,764
Networking equipment	6,570	7,775
Leasehold improvements	3,605	3,451
Furniture and fixtures	1,747	1,930
Property and equipment	**$ 33,519**	**$ 38,301**
Less: accumulated depreciation and amortization	(24,467)	(27,345)
Property and equipment, net	**$ 9,052**	**$ 10,956**

The Company recorded depreciation expense of $4.5 million and $5.6 million, respectively, for the years ended December 31, 2024 and 2023.

NOTE 7 – LEASES

Lessee-type leases

The Company leases real estate, computer hardware, and vehicles for use in its operations under both operating and finance leases. The Company's leases have remaining lease terms ranging from one to seven years. Most of these leases are non-cancelable and typically have a defined initial lease term, and some provide options to renew at the Company's election for specified periods of time. Some leases require the Company to pay taxes, insurance, and maintenance expenses associated with the leased assets. The lease agreements do not contain any material residual value guarantees or material restrictive covenants.

Supplemental disclosure related to operating and finance leases included on our consolidated balance sheets is set forth as follows:

		December 31,	
(in thousands)	**Classification on Consolidated Balance Sheets**	**2024**	**2023**
Noncurrent assets:			
Operating lease right-of-use assets	Operating lease right-of-use assets	$ 8,412	$ 9,367
Finance lease right-of-use assets	Property and equipment, net	23	127
	Total	**$ 8,435**	**$ 9,494**
Current liabilities:			
Operating lease liabilities	Current portion of operating lease liabilities	$ 1,431	$ 1,446
Finance lease liabilities	Accrued liabilities	23	106
Noncurrent liabilities:			
Operating lease liabilities	Noncurrent portion of operating lease liabilities	8,278	9,446
Finance lease liabilities	Other noncurrent liabilities	—	21
	Total	**$ 9,732**	**$ 11,019**

The following table sets forth operating and finance lease cost for the years ended December 31, 2024 and 2023:

		For the Year Ended December 31,	
(in thousands)	**Classification on Statement of Operations**	**2024**	**2023**
Operating lease cost	Selling, general, and administrative expenses	$ 2,432	$ 4,120
Finance lease cost:			
Amortization of leased assets	Depreciation and amortization	$ 125	$ 241
Interest on lease liabilities	Interest expense	6	9
	Total finance lease cost	**$ 131**	**$ 250**

The weighted-average remaining lease term and the weighted-average discount rate of our leases were as follows:

	December 31,	
	2024	**2023**
Weighted average remaining lease term:		
Operating leases	6.5 years	7.1 years
Finance leases	0.3 years	1.1 years
Weighted average discount rate:		
Operating leases	8.0 %	8.0 %
Finance leases	5.1 %	5.6 %

The following table sets forth the future minimum lease payments under operating and finance leases subsequent to December 31, 2024:

(in thousands)	**Operating Leases**	**Finance Leases**
2025	$ 2,181	$ 23
2026	1,912	—
2027	1,934	—
2028	1,771	—
2029	1,524	—
Thereafter	3,280	—
Total minimum lease payments	**$ 12,602**	**$ 23**
Interest	(2,893)	—
Total	**$ 9,709**	**$ 23**

Lessor-type leases

The Company entered into a long-term contract with a customer on August 1, 2023, which included certain hardware devices, on-site installation, maintenance, and connectivity services. The Company determined that this contract is a lease, and it is a lessor, under this contract. Ownership of the hardware devices component of the contract transfers to the lessee at the end of the 36-month lease for no additional consideration and the lease was therefore determined to be a sales-type lease. The hardware devices have no guaranteed or unguaranteed residual value, nor does the lease contain any variable consideration. The lease does not have any extension options. The remaining components of the transaction were determined to be non-lease components and are accounted for separately under the revenue recognition accounting guidance.

The components of lease income for the years ended December 31, 2024 and 2023 are set forth as follows:

	For the Year Ended December 31,	
(in thousands)	**2024**	**2023**
Selling profit	$ 1,380	$ 2,640
Interest income [(1)]	$ 89	$ 40

(1) Interest income is included in the Company's consolidated statement of operations in "interest income".

The following table sets forth the Company's future minimum rental receipts for this lease as of December 31, 2024, the present value of which is included in "accounts receivable, net" in the Company's consolidated balance sheet as of December 31, 2024:

(in thousands)	December 31, 2024
2025	$ 1,505
2026	1,304
2027	16
Total future minimum receipts	$ 2,825
Less: unearned interest income	(203)
Net investment in sales-type lease	**$ 2,622**

NOTE 8 – GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill

The following table sets forth the changes in the carrying amount of the Company's goodwill on the consolidated balance sheets as of December 31, 2024, and 2023:

(in thousands)	Total
Balance as of January 1, 2023, net	**$ 369,706**
Acquisitions during the year	3,243
Impairment losses	(78,257)
Currency translation	282
	(74,732)
Goodwill, gross	$ 432,304
Accumulated impairment losses	(136,331)
Accumulated currency translation	(999)
Balance as of December 31, 2023, net	**$ 294,974**
Acquisitions during the year	—
Impairment losses	(65,861)
Currency translation	(269)
	(66,130)
Goodwill, gross	$ 432,304
Accumulated impairment losses	(202,192)
Accumulated currency translation	(1,268)
Balance as of December 31, 2024, net	**$ 228,844**

2024 Goodwill impairment loss

During the second quarter of 2024, the Company identified circumstances prior to its annual impairment test that indicated that it was "more likely than not" that the fair value of the Company's goodwill was below its carrying value. The primary qualitative impairment indicator noted was that of a significant and sustained decline in the Company's share price from that of the first quarter of 2024, along with decreasing cash flows, lower actual or planned revenue or earnings compared with actual and projected results of relevant prior periods, and changes in management. The Company therefore performed a long-lived asset and goodwill impairment test during the second quarter of 2024 and

determined that goodwill was impaired. The Company recorded a goodwill impairment charge of $ 65.9 million for the year ended December 31, 2024. No impairment was indicated for long-lived assets.

The fair value of the Company's goodwill was estimated by equally weighing the results of an income approach and market approach. Valuation techniques utilized were substantially considered Level 3 inputs in the fair value hierarchy. These inputs included the Company's internal forecasts of its future results, cash flows, and its weighted average cost of capital. Key assumptions used in the impairment analysis included projected revenue growth rates, discount rates, and market factors such as earnings multiples from comparable publicly traded companies.

Long-lived assets and goodwill were not determined to be further impaired as of the annual impairment test date on October 1, 2024.

2023 Goodwill impairment loss

During the third quarter of 2023, the Company identified circumstances prior to its annual impairment test that indicated that it was "more likely than not" that the fair value of the Company's goodwill was below its carrying value. The primary qualitative impairment indicator noted was that of a significant and sustained decline in the Company's share price from that of the second quarter of 2023. The Company therefore performed a long-lived asset and goodwill impairment test during the third quarter of 2023 and determined that goodwill was impaired. The Company recorded a goodwill impairment charge of $78.3 million. No impairment was indicated for long-lived assets.

The fair value of the Company's goodwill was estimated by equally weighing the results of an income approach and market approach. Valuation techniques utilized were substantially considered Level 3 inputs in the fair value hierarchy. These inputs included the Company's internal forecasts of its future results, cash flows, and its weighted average cost of capital. Key assumptions used in the impairment analysis included projected revenue growth rates, discount rates, and market factors such as earnings multiples from comparable publicly traded companies.

Long-lived assets and goodwill were not determined to be further impaired as of the annual impairment test date on October 1, 2023.

Other Intangible Assets

The following tables set forth the details of other intangible assets included on the consolidated balance sheets as of December 31, 2024 and 2023:

(in thousands)	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Customer relationships	$ 334,123	$ (257,326)	$ 76,797
Internally developed computer software	89,386	(56,679)	32,707
Carrier contracts	70,210	(60,662)	9,548
Technology	50,202	(46,835)	3,367
Trademarks	17,385	(14,763)	2,622
Non-compete agreement	5,604	(5,588)	16
Balance as of December 31, 2024	**$ 566,910**	**$ (441,853)**	**$ 125,057**

(in thousands)	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Customer relationships	$ 334,543	$ (227,456)	$ 107,087
Internally developed computer software	82,950	(47,166)	35,784
Carrier contracts	70,210	(54,561)	15,649
Technology	50,366	(45,978)	4,388
Trademarks	17,449	(12,918)	4,531
Non-compete agreement	5,604	(5,456)	148
Balance as of December 31, 2023	**$ 561,122**	**$ (393,535)**	**$ 167,587**

As of December 31, 2024, the weighted average remaining useful lives were 4.2 years for customer relationships; 5.0 years for internally developed computer software; 2.2 years for carrier contracts; 3.5 years for technology; 3.5 years for trademarks; and immaterial for non-compete agreements.

Amortization expense for the years ended December 31, 2024 and 2023 was $51.7 million and $52.8 million, respectively.

The following table sets forth the estimated amortization expense for amortizing intangible assets for the next five years and thereafter as of December 31, 2024:

(in thousands)	Estimated Amortization Expense
2025	$ 49,475
2026	35,054
2027	14,618
2028	11,887
2029	5,133
Thereafter	8,890
Total	**$ 125,057**

NOTE 9 – LONG-TERM DEBT AND OTHER BORROWINGS, NET

The table below sets forth a summary of the Company's outstanding long-term debt as of December 31, 2024 and December 31, 2023:

	December 31,	
(in thousands)	**2024**	**2023**
Term Loan - WhiteHorse	$ 183,150	$ 185,000
Backstop Notes	120,000	120,000
Other borrowings	—	561
Total	**$ 303,150**	**$ 305,561**
Less: current portion of long-term debt	(1,850)	(2,411)
Less: debt issuance costs, net of accumulated amortization of $ 1.4 million and $0.8 million, respectively	(2,349)	(2,911)
Less: original issue discount on Term Loan - WhiteHorse	(3,290)	(4,130)
Total Long-term debt and other borrowings, net	**$ 295,661**	**$ 296,109**

Term Loan — WhiteHorse Capital Management, LLC ("WhiteHorse")

On November 9, 2023, a subsidiary of the Company entered into a credit agreement with WhiteHorse that consisted of a senior secured term loan of $ 185.0 million ("Term Loan") as well as a senior secured revolving credit facility of $25.0 million (the "Revolving Credit Facility" and, together with the Term Loan, the "Credit Facilities"). Borrowings under the Term Loan and the Revolving Credit Facility bear interest at a rate at the Company's option of either (1) Term SOFR for a specified interest period (at the Company's option) of one to three months plus an applicable margin of up to 6.50% or (2) a base rate plus an applicable margin of up to 5.50%. The Term SOFR rate is subject to a "floor" of 1.0%. The applicable margins for Term SOFR rate and base rate borrowings are each subject to a reduction as set forth in the credit agreement if the Company maintains a first lien net leverage ratio of less than 2.25:1.00 and greater than or equal to 1.75:1.00 and less than 1.75:1.00, respectively. Interest is paid on the last business day of each quarterly interest period except at maturity. The credit agreement became effective on November 15, 2023.

Principal payments of approximately $0.5 million are due on the last business day of each quarter. The maturity date of the Credit Facilities is November 15, 2028.

As of December 31, 2024 and 2023, there were no amounts outstanding on the Revolving Credit Facility.

The Credit Facilities are secured by substantially all of the Company's subsidiaries' assets. The Term Loan agreement restricts cash dividends and other distributions from the Company's subsidiaries to the Company and also restricts the Company's ability to pay cash dividends to its shareholders.

The Credit Facilities are subject to customary financial covenants, including with respect to the Total Net Leverage Ratio, defined as, with respect to any period end, to the ratio of (a) Consolidated Total Debt (as defined in the credit agreement) to (b) Consolidated EBITDA (as defined in the credit agreement); and First Lien Net Leverage Ratio defined as, with respect to any period end, the ratio of (a) Consolidated First Lien Debt to (b) Consolidated EBITDA. "Consolidated EBITDA" as defined by the credit agreement is equivalent to the Company's Adjusted EBITDA.

The Total Net Leverage Ratio shall not be greater than 6.25:1.00 for quarterly periods ended March 31, 2024 and June 30, 2024; 5.75:1.00 for the quarterly periods ended September 30, 2024 and December 31, 2024; 5.50:1.00 for the quarterly periods ending March 31, 2025, June 30, 2025, and September 30, 2025; and 5.25:1.00 for periods ending December 31, 2025 and thereafter. The First Lien Net Leverage Ratio shall not be greater than 3.50:1.00 for quarterly periods ended March 31, 2024 and June 30, 2024; 3.00:1.00 for the quarterly periods ended September 30, 2024 and December 31, 2024; 2.75:1.00 for the quarterly periods ending March 31, 2025, June 30, 2025, and September 30, 2025; and 2.50:1.00 for periods ending December 31, 2025 and thereafter.

Backstop Notes

On September 30, 2021, a subsidiary of the Company issued the first tranche of the Backstop Notes, consisting of $95.1 million in senior unsecured exchangeable notes to a lender and its affiliates. On October 28, 2021, the Company's subsidiary issued a second and final tranche of Backstop Notes in the amount of $24.9 million. The Backstop Notes are guaranteed by the Company and are due September 30, 2028.

The Backstop Notes were issued at par and bear interest at a rate of 5.50% per annum which is paid semi-annually on March 30 and September 30 of each year. The Backstop Notes are exchangeable into common stock of the Company at $62.50 per share (the "Base Exchange Rate") at any time at the option of the lender. At the Base Exchange Rate, the Notes are exchangeable for a maximum of approximately 1.9 million shares of the Company's common stock, but limited to 9.9% of common shares outstanding. The Base Exchange Rate may be adjusted for certain dilutive events or change in control events as defined by the Indenture (the "Adjusted Exchange Rate").

After September 30, 2023 and prior to the fifth business day after the last quarter end before the maturity date, if the Company's shares of common stock are trading at a defined premium to the Base Exchange Rate or applicable Adjusted Exchange Rate, the Company may pay or deliver, as the case may be, in respect of each $1,000 principal amount of Backstop Notes being exchanged, cash, shares of its common stock, or a combination of cash and shares of its common stock.

The Backstop Notes were issued pursuant to an indenture which contains financial covenants related to the Company's maximum total debt to Adjusted EBITDA ratio.

Other borrowings

The Company's "other borrowings" as set forth on the foregoing table regarding the Company's long-term debt related solely to a premium finance agreement entered into on August 3, 2022, to purchase a Directors and Officers insurance policy with a two-year policy term. The original amount borrowed was approximately $3.6 million at a fixed rate of 4.6% per annum, amortized over twenty months. The premium finance agreement required twenty fixed monthly principal and interest payments of approximately $0.2 million per month from August 15, 2022 to March 15, 2024. The borrowing was fully repaid as scheduled.

Future principal repayments

The table below sets forth the future principal repayments on all long-term debt as of December 31, 2024:

(in thousands)	Principal Repayment
2025	$ 1,850
2026	1,850
2027	1,850
2028	297,600
Total	**$ 303,150**

NOTE 10 – WARRANTS ON COMMON STOCK

Penny warrants

On November 15, 2023 and December 13, 2023, in conjunction with the Company's issuance of Series A-1 Preferred Stock to Searchlight, the Company issued a total of 12,024,711 warrants to Searchlight (historically referred to as the "Penny Warrants," however, the exercise price has been adjusted to $0.05 per warrant due to the reverse stock split). These warrants were exercisable immediately post-issuance for either the exercise price or by using a formula for cashless exercise. The Penny Warrants will expire on November 13, 2033, unless redeemed earlier.

The Company determined that the Penny Warrants were required to be classified as a liability. The Penny Warrants were initially measured at fair value and are subsequently remeasured at fair value at every reporting period. See Note 11 — *Fair Value Measurements*.

Public warrants

In 2021, the Company issued warrants to third-party investors (the "Public Warrants"). The Public Warrants will expire five years after the completion of the Company's initial public offering, on October 1, 2026, unless redeemed earlier.

The Public Warrants are classified as equity, and the fair value of the Public Warrants as of the date of the Company's initial public offering was recorded as additional paid-in capital. As these warrants are equity-classified, the fair value of these warrants is not subsequently remeasured.

Private placement warrants

In its initial public offering process, the Company also sold warrants to affiliates of its private equity sponsor at the time ("Private Placement Warrants"), Cerberus Telecom Acquisition Corp. ("CTAC"). As of December 31, 2024 and December 31, 2023, 272,779 Private Placement Warrants remained outstanding, and were held by affiliates of CTAC. The Private Placement Warrants will expire five years after the completion of the Company's initial public offering, on October 1, 2026, unless earlier redeemed.

Based on certain provisions within the Private Placement Warrant governing documents, the Company determined that the Private Placement Warrants were required to be classified as a liability. The Private Placement Warrants were initially measured at fair value and are subsequently remeasured at fair value at every reporting period. See Note 11 — *Fair Value Measurements*.

Summary of Warrants and the Effect of the Reverse Stock Split

Warrant Issue	Pre- or Post- Reverse Stock Split	Number of Warrants	Exercise Price	Shares Issuable	Cost to Holder(s) [1]
Penny Warrants [2]	Pre-reverse stock split	12,024,711	$ 0.01	12,024,711	$ 120
	Post-reverse stock split	12,024,711	$ 0.05	2,404,943	$ 120
Public Warrants	Pre-reverse stock split	8,638,966	$ 11.50	8,638,966	$ 99,348
	Post-reverse stock split	8,638,966	$ 57.50	1,727,794	$ 99,348
Private Placement Warrants	Pre-reverse stock split	272,779	$ 11.50	272,779	$ 3,137
	Post-reverse stock split	272,779	$ 57.50	54,556	$ 3,137

[1] In thousands.

[2] Cost to Holder(s) in the case of the Penny Warrants is stated assuming cash paid for exercise. A cashless exercise option is also available to the Holder(s), which would result in fewer shares issuable.

NOTE 11 – FAIR VALUE MEASUREMENTS

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., the "exit price") in an orderly transaction between market participants at the measurement date. Inputs refer broadly to the assumptions that market participants would use in pricing the asset or liability. Inputs may be observable or unobservable:

- Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity.
- Unobservable inputs are inputs that reflect the reporting entity's own assumptions.

A fair value hierarchy for inputs is implemented in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. The availability of valuation techniques and the ability to attain observable inputs can vary among different financial instruments and are affected by a wide variety of factors, including the type of instrument, whether the instrument is newly issued and not yet established in the marketplace, the liquidity of markets, and other characteristics particular to the transaction.

The fair value hierarchy is categorized into three broad levels based on the inputs as follows:

Level 1 - Valuations based on unadjusted, quoted prices in active markets for identical assets and liabilities.
Level 2 - Valuations based on quoted prices in an inactive market, or whose values are based on models - but the inputs to those models are observable either directly or indirectly for substantially the full term of the assets and liabilities. Level 2 inputs include the following:
a) Quoted prices for similar assets and liabilities in active markets;
b) Quoted prices for identical or similar assets and liabilities in non-active markets;
c) Pricing models whose inputs are observable for substantially the full term of the assets and liabilities; and

d) Pricing models whose inputs are derived principally from or corroborated by observable market data through correlation or other means for substantially the full term of the asset or liability.

Level 3 - Valuations based on inputs that are unobservable and significant to the overall fair value measurement. Valuation of these assets is typically based on the Company's own assumptions or expectations based on the best information available. The degree of judgment exercised by the Company in determining fair value is greatest for financial instruments for which fair value is disclosed in Level 3.

The inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the actual level is determined based on the level of inputs that is most significant to the fair value measurement in its entirety.

To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Because of the inherent uncertainty of valuation, those estimated values may be materially higher or lower than the values that would have been used had a ready market for the investments existed.

As of June 30, 2024, the Company determined that a lattice model indicated a more accurate approximation of the fair value of the Mandatorily Redeemable Preferred Stock Due to Affiliate for disclosure purposes rather than the discounted cash flow model previously used. The Company noted that the value derived from a discounted cash flow model was not significantly different than the fair value approximation as determined by a lattice model; however, a lattice model was considered to be more relevant to the inputs used in determining the Company's implied fair value of debt as a significant input to the Company's impairment testing, which occurred during the quarter ended June 30, 2024, as a triggering event was deemed to have occurred (see Note 8 — *Goodwill and Other Intangible Assets*). This debt was not in existence at previous impairment testing dates.

Financial Instruments Measured at Fair Value

The Company is required to measure its warrant liabilities at fair value for the Penny Warrants and Private Placement Warrants, which are both included in "warrant liabilities to affiliates" on the consolidated balance sheets.

Penny Warrants

The Penny Warrants, issued in 2023, are marked to fair value by reference to the fair value of the Company's stock price on the last day of the reporting period, less the five cent (as adjusted for the reverse stock split) exercise price, and are therefore considered as Level 2 in the fair value hierarchy. The fair value of the Company's stock as of December 31, 2024 and December 31, 2023 less the exercise price resulted in a Penny Warrant valuation of approximately $7.6 million and $11.7 million as of December 31, 2024 and December 31, 2023, respectively.

Private Placement Warrants

The Private Placement Warrants are marked to fair value by reference to the fair value of the Company's public warrants, which are therefore considered as Level 2 in the fair value hierarchy. The public warrants traded on the NYSE under the ticker symbol KORE.WS until December 2023, at which point the listing transferred to the OTC Pink Marketplace under the ticker symbol KORGW. As of December 31, 2024 and December 31, 2023, the aggregate value of the Private Placement Warrants was zero, as the reference price of the public warrants was less than one cent per warrant.

Financial Instruments Held at Amortized Cost for Which Fair Value is Disclosed

Financial instruments for which cost approximates fair value

Cash, including restricted cash, is stated at cost, which approximates fair value. The carrying amounts reported in the balance sheet for accounts receivable (including contract assets), accounts payable, and accrued liabilities (including contract liabilities) approximate fair value, due to their short-term maturities.

Senior Secured Term Loan, Backstop Note, and Mandatorily Redeemable Preferred Stock Due to Affiliate

The table below sets forth the amortized cost and fair value of the Company's Senior Secured Term Loan as of December 31, 2024 and December 31, 2023 and Mandatorily Redeemable Preferred Stock Due to Affiliate as of December 31, 2023. The fair value of this debt is not indicative of the amounts at which the Company could settle this debt.

(in thousands)		December 31,	
Financial Instruments Disclosed at Fair Value Level 2	**Measurement**	**2024**	**2023**
Senior Secured Term Loan	Amortized cost	$ 179,201	$ 180,042
	Fair value	$ 168,144	$ 174,812
Mandatorily Redeemable Preferred Stock Due to Affiliate [(1)]	Amortized cost	N/A	$ 141,594
	Fair value	N/A	$ 141,398

[(1)] Refer to the foregoing discussion regarding the change in valuation method.

The table below sets forth the amortized cost and fair value of the Backstop Notes as of December 31, 2024 and December 31, 2023 and Mandatorily Redeemable Preferred Stock Due to Affiliate as of December 31, 2024. The fair value of this debt is not indicative of the amounts at which the Company could settle this debt.

(in thousands)		December 31,	
Financial Instrument Disclosed at Fair Value Level 3	**Measurement**	**2024**	**2023**
Backstop Notes	Amortized cost	$ 118,310	$ 117,916
	Fair value	$ 87,507	$ 91,204
Mandatorily Redeemable Preferred Stock Due to Affiliate [(1)]	Amortized cost	$ 142,776	N/A
	Fair value	$ 128,356	N/A

[(1)] Refer to the foregoing discussion regarding the change in valuation method.

Additional disclosures regarding Level 3 unobservable inputs - Backstop Notes

We use a third-party valuation firm who utilizes proprietary methodologies to value our Backstop Notes. This firm uses a lattice modeling technique to determine the fair value of this Level 3 liability. Use of this technique requires determination of relevant inputs and assumptions, some of which represent significant unobservable inputs such as credit spreads and equity volatility based on guideline companies, as well as other valuation assumptions. Accordingly, a significant increase or decrease in any of these inputs in isolation may result in a significantly lower or higher fair value measurement.

Additional disclosures regarding Level 3 unobservable inputs - Mandatorily Redeemable Preferred Stock Due to Affiliate

As of December 31, 2024, we used a third-party valuation firm who utilizes proprietary methodologies to value our Mandatorily Redeemable Preferred Stock Due to Affiliate. This firm used a lattice modeling technique to determine the fair value of this liability determined as Level 3 in the fair value hierarchy. Use of this technique requires determination of relevant inputs and assumptions, some of which represent significant unobservable inputs such as credit spreads and equity volatility based on guideline companies, as well as other valuation assumptions. Accordingly, a significant increase or decrease in any of these inputs in isolation may result in a significantly lower or higher fair value measurement.

The following table sets forth information regarding the Company’s significant Level 3 inputs as of December 31, 2024, and December 31, 2023:

($ in thousands, except as otherwise noted)		December 31,	
Significant Inputs for Level 3 Fair Value Disclosure	**Input**	**2024**	**2023**
Backstop Notes	Principal amount	$120,000	$120,000
	Term to maturity date	3.75 years	4.75 years
	Stock price	$3.22	$4.90
	Credit spreads (basis points)	1,127	895
	Selected equity volatility	100.8%	98.7%
Mandatorily Redeemable Preferred Stock Due to Affiliate	Notional amount	$176,655	N/A
	Term of lattice model	8.88 years	N/A
	Stock price	$3.22	N/A
	Credit spreads (basis points)	1,254	N/A
	Selected equity volatility	109.4%	N/A

NOTE 12 – STOCK BASED COMPENSATION

2021 Long-Term Stock Incentive Plan

On September 29, 2021, the board of directors (the "Board") approved the KORE Group Holdings, Inc. 2021 Long-Term Stock Incentive Plan (as amended, modified or supplemented from time to time, the "Incentive Plan") to promote the interests of the Company and its stockholders. The Incentive Plan initially allowed for the issuance of up to 1,436,209 shares of common stock under share-based payment awards to eligible employees, prospective employees, consultants and non-employee directors of the Company or any of its subsidiaries, which number of shares may be increased from time to time in accordance with the provisions of the Incentive Plan. The Incentive Plan is administered by the Compensation Committee of the Board.

All Restricted Stock Unit Awards ("RSUs") have dividend equivalent rights entitling the holders to the same dividend value per share as holders of the Company's common stock. However, these dividend rights are forfeitable.

The majority of the Company's RSUs vest in three equal installments on each anniversary of the grant date.

The following table sets forth a summary of the RSUs activity during the reporting periods:

	Number of awards outstanding (in thousands)	**Weighted-average grant date fair value (per share)**
Unvested RSUs as of December 31, 2022	**1,103**	**$ 30.30**
Granted	1,503	7.75
Vested	(257)	27.95
Forfeited and canceled	(294)	15.60
Unvested RSUs as of December 31, 2023	**2,055**	**$ 15.60**
Granted	907	2.95
Vested	(871)	18.26
Forfeited and canceled	(453)	14.51
Unvested RSUs as of December 31, 2024	**1,638**	**$ 6.67**

As of December 31, 2024, there was approximately $4.6 million of unrecognized compensation expense related to service-based RSUs and performance-based RSUs. The unrecognized compensation expense is expected to be recognized over a weighted average term of approximately 1.35 years.

2024 Grant Details

For the year ended December 31, 2024, all RSUs granted were time-based RSUs.

2023 Grant Details

For the year ended December 31, 2023, the Company granted 0.9 million time-based RSUs. The weighted-average grant date fair value was $4.70 and was based on the Company's share price on the grant date.

For the year ended December 31, 2023, the Company granted 0.6 million performance-based RSUs that vest in accordance with certain three-year revenue and Adjusted EBITDA performance criteria. The weighted-average grant date fair value was $3.05 and was based on the Company's share price on the grant date.

On November 15, 2023 the Company granted 40,000 market-based RSUs to the Company's now-former president and chief executive officer. The RSUs were to vest on the day after the closing price of the Company's common stock achieved a value of $25.00 dollars per share or higher for at least 20 days out of any consecutive 30-day period ending on or prior to June 30, 2026. The fair value of the RSUs was estimated to be $0.40 per RSU using a Monte-Carlo simulation model considering the term, volatility, risk-free rates and the vesting conditions. These market-based RSUs were forfeited in 2024 according to their terms, which included a continued service component through 2026.

Significant inputs used in the Company's valuation of the market-based RSUs included the following:

	For the Year Ended December 31,	
	2024	**2023**
Expected volatility	N/A	85 %
Risk-free interest rate	N/A	4.7 %
Expected term	N/A	2.63 years

Compensation expense and income tax benefit

The following is a summary of the Company's share-based compensation expense related to RSUs during the reporting periods shown below:

	For the Year Ended December 31,	
(in thousands)	**2024**	**2023**
Total stock compensation expense	$ 8,481	$ 11,251
Income tax expense (benefit)	$ 64	$ (755)

NOTE 13 – INCOME TAXES

The Company's loss from operations before benefit for income taxes for the years ended December 31, 2024 and 2023 consisted of the following:

	For the Year Ended December 31,	
(in thousands)	**2024**	**2023**
United States	$ (108,848)	$ (140,821)
Foreign	(43,165)	(30,379)
Total loss before income taxes	**$ (152,013)**	**$ (171,200)**

The components of the provision (benefit) from income taxes consisted of the following:

(in thousands)	For the Year Ended December 31, 2024	2023
Current:		
Federal	$ 3,488	$ 5,788
State	402	743
Foreign	282	723
Total current provision	**$ 4,172**	**$ 7,254**
Deferred:		
Federal	(5,779)	(8,580)
State	(902)	(946)
Foreign	(3,428)	(1,886)
Total deferred benefit	(10,109)	(11,412)
Total income tax benefit	**$ (5,937)**	**$ (4,158)**

The reconciliation between income taxes computed at the U.S. statutory income tax rate to the Company's benefit from income taxes for the years ended December 31, 2024 and 2023 is set forth in the table below as follows:

(in thousands)	For the Year Ended December 31, 2024		2023	
Benefit for income taxes at 21% rate	$ (31,923)	21.0 %	$ (35,952)	21.0 %
State taxes, net of federal benefit	(1,621)	1.0 %	(2,123)	1.2 %
Change in valuation allowance	11,917	(7.8)%	16,889	(9.9)%
Rate change	(301)	0.2 %	(44)	— %
Credits	(544)	0.4 %	(544)	0.3 %
Permanent differences and other	(654)	0.4 %	(254)	0.2 %
Revaluation of warrants	(848)	0.6 %	1,352	(0.8)%
Uncertain tax positions	1,591	(1.0)%	1,580	(0.9)%
Foreign withholding tax	118	(0.1)%	148	(0.1)%
Foreign rate differential	(1,971)	1.2 %	(1,725)	1.0 %
Executive compensation expense	393	(0.3)%	113	(0.1)%
Global intangible low taxed income	—	— %	314	(0.2)%
Goodwill impairment	11,666	(7.7)%	13,873	(8.1)%
Stock-based compensation	1,774	(1.2)%	1,684	(0.9)%
Preferred stock dividend	4,466	(2.9)%	531	(0.4)%
Benefit for income taxes	**$ (5,937)**	**3.8 %**	**$ (4,158)**	**2.3 %**

Significant components of the Company's deferred tax assets (liabilities) as of December 31, 2024 and 2023 are set forth as follows:

	December 31,	
(in thousands)	**2024**	**2023**
Deferred tax assets:		
Net operating loss carryforward	$ 20,515	$ 17,221
Credit carryforward	1,329	1,325
Interest expense limitation carryforward	26,889	21,978
Non-deductible reserves	2,052	1,571
Accruals and other temporary differences	2,757	2,622
Stock compensation	782	1,665
Capitalized research and development costs	1,916	2,301
Lease liability	2,532	2,745
Property and equipment	3,264	1,849
Gross deferred tax assets	**$ 62,036**	**$ 53,277**
Less: valuation allowance	(44,178)	(33,454)
Total deferred tax assets (after valuation allowance)	**$ 17,858**	**$ 19,823**
Deferred tax liabilities:		
Property and equipment	(1,210)	(1,442)
Intangible assets	(12,428)	(22,193)
Goodwill	(2,317)	(3,569)
Change in accounting method	(153)	(719)
Right-of-use operating lease asset	(2,208)	(2,357)
Research and development costs	(3,230)	(3,338)
Total deferred tax liabilities	**$ (21,546)**	**$ (33,618)**
Net deferred tax liabilities	**$ (3,688)**	**$ (13,795)**

The valuation allowance increased by $10.7 million during 2024, primarily due to an increase in U.S. disallowed interest expense carryover and U.S. state tax attributes deemed not realizable. In determining the need for a valuation allowance, the Company has given consideration to its worldwide cumulative loss position when assessing the weight of the sources of taxable income that can be used to support the realization of deferred tax assets. The Company has assessed, on a jurisdictional basis, the available means of recovering deferred tax assets, including the ability to carry back net operating losses, the existence of reversing temporary differences, the availability of tax planning strategies and available sources of future taxable income. The Company has also considered the ability to implement certain strategies that would, if necessary, be implemented to accelerate taxable income and use expiring deferred tax assets. The Company believes it is able to support the deferred tax assets recognized as of the end of the year based on all of the available evidence.

As of December 31, 2024, the Company has U.S. state tax net operating loss carryforwards of approximately $53.1 million which may be available to offset future income tax liabilities and expire at various dates beginning in 2032 through 2044. Additionally, the Company has U.S. state tax net operating loss carryforwards of approximately $1.0 million, which carryforward indefinitely. Additionally, the Company has generated $78.3 million of foreign operating loss carryforwards which expire at various dates beginning in 2025.

As of December 31, 2024, the Company had no U.S. federal or state research and development tax credit carryforwards. As of December 31, 2024, the Company had $1.6 million of foreign research and development tax credit carryforwards which expire at various dates beginning in 2038.

Due to provisions of the Tax Cuts and Jobs Act of 2017, the Company has a carryforward of U.S. disallowed interest expense of $116.9 million, which has an indefinite carryforward period.

Utilization of the net operating loss ("NOL") carryforwards may be subject to limitation under Section 382 of the Internal Revenue Code of 1986 due to ownership change limitations that have occurred previously or that could occur in the future. These ownership changes may limit the amount of NOL and tax credit carryforwards that can be utilized annually to offset future taxable income and tax, respectively. There could be additional ownership changes in the future, which may result in additional limitations on the utilization of the NOL and tax credit carryforwards.

United States corporate taxpayers are subjected to the global intangible low-taxed income provisions, or GILTI provisions. The GILTI provisions require the Company to currently recognize in U.S. taxable income a deemed dividend inclusion of foreign subsidiary earnings in excess of an allowable return on the foreign subsidiary's tangible assets. The ability to benefit from a deduction and foreign tax credits against a portion of the GILTI income may be limited under the GILTI rules as a result of the utilization of net operating losses, foreign sourced income, and other potential limitations within the foreign tax credit calculation. For the year ended December 31, 2024, due to its tested loss position, the Company did not record an income tax charge related to GILTI. For the year ended December 31, 2023, the Company recorded an income tax charge related to GILTI of $0.3 million. The Company has made an accounting policy election, as allowed by the SEC and FASB, to recognize the impacts of GILTI within the period incurred. Accordingly, no U.S. deferred taxes are provided on GILTI inclusions of future foreign subsidiary earnings.

As of December 31, 2024, the Company has not provided U.S. taxes on the undistributed earnings of its foreign subsidiaries that it considers indefinitely reinvested. This indefinite reinvestment determination is based on the future operational and capital requirements of the Company's domestic and foreign operations. The Company expects that the cash held by its foreign subsidiaries of $5.7 million as of December 31, 2024 will continue to be used for its foreign operations and, therefore, does not anticipate repatriating these funds.

The Company conducts business globally and, as a result, its subsidiaries file income tax returns in U.S. federal and state jurisdictions and various foreign jurisdictions. In the normal course of business, the Company may be subject to examination by taxing authorities throughout the world, including such major jurisdictions as Australia, Canada, Malta, the Netherlands, the United Kingdom, and the United States. Since the Company is in a U.S. state loss carry-forward position, the Company is generally subject to state income tax examinations by tax authorities for all years for which a loss carry-forward is utilized. As of December 31, 2024, the Company's Netherlands income tax return for the years ended December 31, 2019, December 31, 2020, and December 31, 2021 are currently under examination by the Netherlands tax administration. The Netherlands income tax examination has not identified any issues to date.

During the ordinary course of business, there are many transactions and calculations for which the ultimate tax determination is uncertain. The Company establishes reserves for tax-related uncertainties based on estimates of whether, and the extent to which, additional taxes will be due. These reserves are established when the Company believes that certain positions might be challenged despite its belief that its tax return positions are fully supportable. The Company adjusts these reserves in light of changing facts and circumstances, such as the outcome of tax examinations.

The following table sets forth a reconciliation of the total amounts of unrecognized tax benefits, excluding interest and penalties, included in accrued liabilities and other noncurrent liabilities in the Company's consolidated balance sheets:

(in thousands)	**December 31, 2024**	**December 31, 2023**
Unrecognized tax benefits as of the beginning of the year	$ 8,766	$ 8,574
Additions for tax positions of current year	693	192
Unrecognized tax benefits as of the end of the year	**$ 9,459**	**$ 8,766**

If the unrecognized tax benefit balance as of December 31, 2024 and 2023 were recognized, they would each separately result in a tax benefit for each year, which would impact the effective tax rate for each year. The Company does not anticipate any material changes to its unrecognized tax benefits within the next 12 months.

The Company recognizes interest and penalties accrued related to unrecognized tax benefits as income tax expense. During the years ended December 31, 2024 and 2023, the Company recognized approximately $1.0 million and $1.1 million in interest and penalties, respectively. The Company had accrued approximately $2.8 million and $1.8 million of interest and penalties as of December 31, 2024 and 2023, respectively.

NOTE 14 – NET LOSS PER SHARE

The table below sets forth a reconciliation of the basic and diluted earnings per share ("EPS") calculations for the years ended December 31, 2024 and 2023:

($ in thousands, except share and per share amounts)	For the Year Ended December 31, 2024	2023
Numerator:		
Net loss	$ (146,076)	$ (167,042)
Denominator:		
Weighted average shares outstanding - basic	19,246,799	16,761,646
Effect of dilutive equity awards [1]	—	—
Weighted average shares outstanding - diluted	19,246,799	16,761,646
Net loss per share:		
Basic	$ (7.59)	$ (9.97)
Diluted	$ (7.59)	$ (9.97)

[1] Due to the Company's net loss, all unvested equity awards and the private placement warrants are anti-dilutive. The dilutive convertible instruments of the Backstop Notes are out of the money.

In determining the weighted average shares outstanding for the years ended December 31, 2024 and 2023 for both basic and diluted earnings per share, the Company included the Penny Warrants issued to Searchlight in transactions dated November 15, 2023 and December 13, 2023, as the common shares of stock that would be issuable upon the exercise of the warrants are issuable for nominal consideration per share of common stock or cashless exercise at the option of Searchlight. The Penny Warrants were exercisable immediately upon issuance, although no warrants had been exercised as of December 31, 2024 and December 31, 2023.

Set forth in the table below is the number of securities not included in the computation of diluted shares outstanding because the effect would be anti-dilutive:

	For the Year Ended December 31, 2024	2023
Common stock issuable due to grants of RSUs with service only (i.e., time-vesting) conditions	1,022,014	1,238,750
Common stock issuable on conversion of the Backstop Notes [1]	1,920,007	1,920,007
Common stock issuable on exercise of private placement warrants	54,556	54,556

[1] Common stock issuable under the Backstop Notes is presented at the maximum number of shares of common stock potentially issuable upon the exercise of the Backstop Notes, although the actual potentially issuable shares remain limited at 9.9% of the common stock outstanding at the time of any exercise. Common stock issuable and exercise price has been adjusted for the reverse stock split as described in Note 9 — *Long-Term Debt and Other Borrowings, Net.*

Unvested restricted stock units with "time and performance conditions" are excluded from the disclosure of the number of potentially anti-dilutive securities because the performance conditions were not met at the end of the reporting periods. Therefore, these securities are not considered to be contingently issuable for purposes of dilutive EPS or anti-dilution calculations.

NOTE 15 – SHARES OF COMMON STOCK

The following table sets forth the changes in shares of common stock during the years ended December 31, 2024 and 2023:

	December 31,	
	2024	**2023**
Common stock issued, beginning of year	**17,476,530**	**15,258,449**
Common stock issued pursuant to acquisition	—	2,000,000
Vesting of restricted stock units	870,798	257,258
Shares issued due to reverse split adjustment for rounding	89,782	—
Stock awards cancelled for employee tax withholdings	(236,017)	(39,177)
Common stock issued, end of year	**18,201,093**	**17,476,530**
Treasury stock, at cost, beginning of year	**(1,000,000)**	—
Purchase of treasury stock	(192,737)	(1,000,000)
Treasury stock, at cost, end of year	**(1,192,737)**	**(1,000,000)**
Common stock outstanding, end of the year	**17,008,356**	**16,476,530**

NOTE 16 – MANDATORILY REDEEMABLE PREFERRED STOCK - DUE TO AFFILIATE, NET

The Company has authorized 35,000,000 shares of preferred stock, and has issued to a single investor (Searchlight) who is currently the sole holder of 152,857 shares of Series A-1 preferred stock, $0.0001 par value per share (the "Series A-1 preferred stock"), which is mandatorily redeemable for cash payable to the holder on November 15, 2033. The number of issued and outstanding shares are currently equivalent. The Series A-1 preferred stock has a liquidation preference of $1,000 per share. No amounts are redeemable at the option of Searchlight during the five years subsequent to December 31, 2024.

The following table sets forth the changes in shares of Series A-1 preferred stock as of December 31, 2024 and December 31, 2023:

		Carrying amount	
($ in thousands)	**Shares**	**12/31/2024**	**12/31/2023**
Preferred stock issued November 15, 2023	150,000	$ 150,000	$ 150,000
Preferred stock issued December 13, 2023	2,857	2,857	2,857
Preferred stock issuance costs [(1)]	N/A	(5,335)	(5,936)
Allocation of proceeds to preferred stock [(2)]	N/A	(4,746)	(5,327)
Preferred stock, end of year	**152,857**	**$ 142,776**	**$ 141,594**

[(1)] Issuance costs were deemed to be allocated based on Day 1 relative fair values of the financial instruments issued, to which was allocated approximately 97% to the preferred stock, which costs presented above were capitalized and will be amortized through the date of mandatory redemption, and 3% to the Penny Warrants, which amount was immaterial and was expensed immediately upon issuance of the Penny Warrants.

[(2)] The redemption amount of the Series A-1 preferred stock of approximately $152.9 million differs from the carrying amount above, which difference is attributable to an allocation of proceeds received to these shares upon issuance, as this liability is recorded based on its initial fair value as a Level 2 instrument in the fair value hierarchy, which involved an allocation of proceeds between the preferred stock as a freestanding financial instrument and the associated Penny Warrants issued concurrently to the same investor as a freestanding derivative. The accretion of this allocation of proceeds is further described below. See also Note 11 - *Fair Value Measurements*.

The allocation of proceeds will be accreted so that the carrying value and redemption amount will be equal on the mandatory redemption date of the preferred stock on November 15, 2033. Accretion of approximately $0.6 million was recognized as interest expense incurred with affiliate, including amortization of deferred financing costs on the consolidated statement of operations and comprehensive loss during the year ended December 31, 2024. No accretion was recognized during the year ended December 31, 2023 due to immateriality.

The Company has the ability to redeem the Series A-1 preferred stock before its mandatory redemption date, at 104% of the liquidation preference per share plus accrued and unpaid dividends on or before the first anniversary of the closing date, 102% of the liquidation preference per share plus accrued and unpaid dividends on or before the second anniversary but after the first anniversary of the closing date, 101% of the

liquidation preference per share plus accrued and unpaid dividends on or before the third anniversary but after the second anniversary of the closing date, and 100% of the liquidation preference per share plus accrued and unpaid dividends on or after the third anniversary of the closing date.

The Series A-1 preferred stock accrues dividends at an initial rate of 13% per year, compounded and payable quarterly, though cash payment of dividends must be declared by the Board, and are otherwise accrued.

Searchlight is an affiliate of the Company (see Note 20 — *Related Party Transactions*).

NOTE 17 – DERIVATIVES

Derivatives are complex financial instruments. The Company does not use derivatives to manage financial risks or as an economic hedge. The Company's sole derivative instrument arose as part of the issuance of Series A-1 preferred stock, to Searchlight, in which transaction Searchlight was also granted Penny Warrants (see Note 10 — *Warrants on Common Stock*). The Penny Warrants are considered a freestanding derivative instrument, as they are separable and legally detachable from the Series A-1 preferred stock, were issued for nominal or no apparent consideration, and have the essential characteristics inherent in a derivative instrument of a notional amount, an underlying security, and a mechanism for net settlement.

The following tables set forth the details of the derivative instrument presented on the consolidated balance sheets and notional amount as of December 31, 2024 and 2023 :

		December 31, 2024	
Derivatives Not Designated as Hedging Instruments	**Number of Warrants (Notional Amount)[1]**	**Warrant Liability**	**Exercise Price Per Share[1]**
		($ in thousands, except for per share amounts)	
Penny warrants issued to Searchlight	12,024,711	$ 7,624	$ 0.05

		December 31, 2023	
Derivatives Not Designated as Hedging Instruments	**Number of Warrants (Notional Amount)[1]**	**Warrant Liability**	**Exercise Price Per Share[1]**
		($ in thousands, except for per share amounts)	
Penny warrants issued to Searchlight	12,024,711	$ 11,664	$ 0.05

[1] The number of shares of common stock covered by warrants outstanding at the effective time of the reverse stock split was reduced to one-fifth the number of shares of common stock covered by the warrants immediately preceding the reverse stock split, and the exercise price per share was increased by five times the exercise price immediately preceding the reverse stock split, resulting in the same aggregate price being required to be paid therefor upon exercise thereof as was required immediately preceding the reverse stock split.

The gains and losses arising from this derivative instrument in the consolidated statements of operations and comprehensive loss for the years ended December 31, 2024 and 2023 is set forth as follows:

	December 31, 2024	
Derivatives Not Designated as Hedging Instruments	**Net Realized Gains (Losses) on Derivative Instruments**	**Net Change in Unrealized Gain (Loss) on Derivative Instruments [1]**
	(in thousands)	
Penny warrants issued to Searchlight	$ —	$ 4,040

	December 31, 2023	
Derivatives Not Designated as Hedging Instruments	**Net Realized Gains (Losses) on Derivative Instruments**	**Net Change in Unrealized Gain (Loss) on Derivative Instruments [1]**
	(in thousands)	
Penny warrants issued to Searchlight	$ —	$ (6,469)

[1] The consolidated statements of operations and comprehensive loss include the above unrealized loss on the Penny Warrants as well as the immaterial unrealized loss on the Private Placement Warrants in the "change in fair value of warrant liabilities to affiliates".

NOTE 18 – CONSOLIDATED FINANCIAL STATEMENT DETAILS

The following table sets forth the details of prepaid expenses and other current assets included on the consolidated balance sheets as of December 31, 2024 and 2023:

	December 31,	
(in thousands)	**2024**	**2023**
Prepaid expenses	$ 5,504	$ 7,411
Deposits	1,582	2,061
Credit card receivables in-transit	1,184	2,635
Sales taxes receivable	874	616
Income taxes receivable	778	1,499
Total prepaid expenses and other current assets	**$ 9,922**	**$ 14,222**

The following table sets forth the details of accrued liabilities included on the consolidated balance sheets as of December 31, 2024 and 2023:

	December 31,	
(in thousands)	**2024**	**2023**
Accrued cost of revenue	$ 8,122	$ 4,728
Accrued payroll and related costs	7,131	4,623
Sales and other taxes payable	6,117	4,999
Accrued carrier costs	4,399	3,725
Interest payable	4,236	4,459
Income taxes payable	1,397	615
Other	447	272
Total accrued liabilities	**$ 31,849**	**$ 23,421**

NOTE 19 – COMMITMENTS AND CONTINGENCIES

Indirect Taxes

The Company, assisted by third party experts, has been, over the past year, conducting a review of potential obligations surrounding indirect taxes, specifically regarding sales and telecommunications taxes. At the current time, the Company has had no actual or threatened claims arising from any governmental authority in any taxing jurisdiction in the United States where the Company does business regarding claims for any indirect tax liabilities emerging from any potential sales and telecommunications tax that may be owed to any such state or local governments in the various aforementioned taxing jurisdictions. However, a liability for sales and telecommunications tax may be asserted by a governmental authority if that authority determines that the Company is engaged in often-taxable “telecommunications services” rather than providing “internet access,” which is not taxable in any jurisdiction by federal law. The determination of if a service provided is defined as “telecommunications services” or “internet access” may be highly subjective, open to interpretation, and can depend upon extremely intricate technical factors and specific fact patterns which may vary by customer and use case. Furthermore, some taxing jurisdictions may not levy taxes on telecommunications services, while others do, and some taxing jurisdictions are at the state level, while others exist at the local level, including by municipality in some states.

The Company believes that it is probable that a liability for sales and telecommunications tax may exist. The Company has estimated the possible range of loss in this matter as of December 31, 2024 as between $4.1 million and $20.8 million (or between $3.3 million and $18.1 million net of potential recoveries from customers and income tax benefit). The low end of the possible range of loss is the amount required to be recorded as a contingent loss by U.S. GAAP.

The range of the loss in this matter as of December 31, 2024 described above includes interest and penalties assessed at both the low and high ends of the range, with penalties reduced in states where the Company intends to seek a “voluntary disclosure arrangement” as described further below. Although the Company’s contracts with customers generally state that the customer must later pay associated taxes if such taxes become an issue, there is always a risk of customer non-payment. Due to the complexities involved in its number of customers, use cases, and jurisdictions in which it does business, along with the treatment of potential indirect taxes varying in each jurisdiction, and collectability estimates, this estimate may ultimately be resolved at either a greater or lesser amount than the estimated range.

Additionally, mitigating factors may exist, such as good-faith reseller certificates, which the Company has previously obtained in instances where the use case indicates that the customer is a reseller, private letter rulings that the Company may request from certain states where the specific tax law is unclear but may be resolved in the Company's favor, and voluntary disclosure arrangements whereby the Company may determine that it is probable that tax would be owed and enter into an agreement with a taxing jurisdiction to pay back taxes and avoid penalties that would otherwise likely apply.

The net contingent liability estimate of $4.1 million recorded as of December 31, 2024 increased from $1.8 million recorded as of December 31, 2023, due to additional facts and circumstances arising which resulted in an increase of the estimate. These amounts are recorded as "sales and other taxes payable" in "accrued liabilities" within "current liabilities" of the Company's consolidated balance sheet as of December 31, 2024 and December 31, 2023.

Purchase Obligations

The Company has vendor commitments primarily relating to carrier and open purchase obligations that the Company incurs in the ordinary course of business. As of December 31, 2024, the purchase commitments were as follows:

	($ in thousands)
2025	$ 23,297
2026	9,494
2027	10,879
2028	12,787
2029	1,541
Thereafter	—
Total	**$ 57,998**

On April 1, 2025, the Google Cloud Platform ("GCP") commitment was amended, resulting in a reduction of the total GCP commitment amount from $22.0 million to $10.9 million, or approximately 50.5% of the total GCP commitment amount. In connection with the amendment, the Company will incur a fee of $ 1.2 million payable by May 1, 2025. This amendment qualifies as a subsequent event (see Note 25 — *Subsequent Events*).

Self-Insurance

The Company is self-insured for certain employee health benefits in the United States and has purchased stop-loss insurance in order to establish certain limits to its exposure on a per-claim basis, both individually and in the aggregate.

The Company provides for estimated costs to settle both known claims and claims "incurred but not yet reported" by recording a net liability for the foregoing, considering its retention and stop loss limits. Liabilities of the Company associated with these claims are estimated, in part, by considering the frequency and severity of historical claims, both specific to the Company, as well as industry-wide loss experience and other actuarial assumptions. The Company determines its insurance obligations with the assistance of actuarial firms. Since there are many estimates and assumptions involved in recording insurance liabilities, differences between actual future events and prior estimates and assumptions could result in adjustments to these liabilities. The liability for this plan was immaterial as of each of December 31, 2024 and 2023.

Defined Contribution Plan - Employer Contributions

The Company sponsors defined contribution plans (the "Plans") that cover our domestic and international employees following the completion of an eligibility period. Under the Plans, participating employees may defer a portion of their pretax earnings up to the limits provided by local statutory requirements. The Company makes matching contributions, subject to limits of the base compensation that a participant contributes to the Plan. The Company's matching contributions vest over up to a maximum of four years from the participant's date of hire. The Company records its portion of matching contributions within selling, general, and administrative expenses. The Company contributed $0.6 million and $0.6 million for the years ended December 31, 2024, and 2023, respectively.

Legal Contingencies

From time to time, the Company may be a party to litigation relating to claims arising in the normal course of business. As of December 31, 2024, the Company was not aware of any legal claims that could materially impact its financial condition.

NOTE 20 – RELATED PARTY TRANSACTIONS

Transactions with affiliates of the Company

Searchlight

Searchlight had the ability to exercise its Penny Warrants at any time post-issuance, which, if exercised, would allow Searchlight to obtain in excess of 10% of the Company's outstanding common stock as of December 31, 2024 and 2023, respectively. Searchlight is therefore considered an affiliate of the Company. Searchlight owns the Series A-1 preferred stock and the Penny Warrants.

Searchlight, as the current sole owner of the Series A-1 preferred stock, is solely owed the accrued interest arising from the preferred stock outstanding, which interest is referred to in the Certificate of Designations of Preferences, Rights and Limitations of Series A-1 Preferred Stock ("agreement") as "Dividends". The "dividend rate" means, initially, 13% per annum, and dividends on each share of preferred stock shall (i) accrue on the liquidation preference of such share and on any accrued dividends on such share, on a daily basis from and including the issuance date of such share, whether or not declared, whether or not the Company has earnings and whether or not the Company has assets legally available to make payment thereof, at a rate equal to the dividend rate, (ii) compound quarterly and (iii) be payable quarterly in arrears on each dividend payment date, commencing on December 31, 2023. Dividends on the preferred stock shall accrue on the basis of a 365-day year based on actual days elapsed. The amount of dividends payable with respect to any share of preferred stock for any dividend payment period shall equal the sum of the daily dividend amounts accrued with respect to such share during such dividend payment period.

Dividends shall be payable in cash only if, as and when declared by the Board, and, if not declared by the Board, the amount of accrued Dividends shall be automatically increased, without any action on the part of the Company or any other person, in an amount equal to the amount of the dividend to be paid. For further clarity, if the Board does not declare and pay in cash, or the Company otherwise for any reason fails to pay in cash, on any dividend payment date, the full amount of any accrued and unpaid dividend on the preferred stock since the most recent dividend payment date, then the amount of such unpaid dividend shall automatically be added to the amount of accrued dividends on such share on the applicable dividend payment date without any action on the part of the Company or any other person.

Cerberus Telecom Acquisition Corp. ("CTAC")

CTAC was the initial private equity sponsor of the Company, and two of the Company's Board members are employed by Cerberus. CTAC is therefore considered an affiliate of the Company. CTAC owned an excess of 5% of the Company's outstanding Class A Common Stock as of December 31, 2024 and 2023.

Affiliates of CTAC own the Private Placement Warrants.

ABRY Partners, LLC ("ABRY")

ABRY owned in excess of 10% of the Company's outstanding common stock as of December 31, 2024 and 2023, respectively. ABRY is therefore considered an affiliate of the Company, and two of the Company's Board members are employed by ABRY.

HealthEZ, an ABRY portfolio company, was the Company's health insurance third-party administrator during both 2024 and 2023. The administration costs incurred with HealthEZ were $0.6 million for each of the years ended December 31, 2024 and 2023, respectively. Aggregate expenses are recorded as a component of "selling, general, and administrative expenses incurred with affiliates" in the consolidated statement of operations and comprehensive loss.

Transactions with affiliates of one of the Company's wholly-owned subsidiaries

A wholly-owned subsidiary of the Company located in Brazil maintained an office lease and professional services agreement with a company controlled by a key member of the subsidiary's management team. The office lease and professional services agreement with this affiliate were terminated on June 29, 2023 and thus, no such expenses were incurred for the year ended December 31, 2024.

The same wholly-owned subsidiary had an informal services agreement with a separate company controlled by two key members of the Company's management team. This services agreement was entered into to render technical assistance services to purchase and deliver telecommunication equipment to the Company's clients in Brazil, for which the affiliate was paid a nominal monthly fixed fee plus a fee of 7% of the gross amount of the cost incurred to purchase and deliver telecommunication equipment to the Company's clients in Brazil. The informal services agreement with this affiliate were terminated on February 14, 2023 and thus, no such expenses were incurred for the year ended December 31, 2024.

Aggregate expenses incurred for these transactions were $0.3 million for the year ended December 31, 2023, and are recorded as a component of "selling, general, and administrative expense incurred with affiliate" in the consolidated statements of operations and comprehensive loss.

NOTE 21 – SEGMENT DISCLOSURES

The Company has one reportable operating segment, IoT services. This segment sells IoT services that are grouped into two primary categories: IoT Connectivity services and IoT Solutions services (collectively, the "Services") as well as products including IoT Connectivity (consisting of SIM cards) and IoT devices (within a comprehensive IoT solution) together referred to as "Products".

The Company's CODM is its President and Chief Executive Officer. The CODM uses Net Income, as reported on the Consolidated Statements of Operations and Comprehensive Loss, for the purposes of making operating decisions, allocating resources, and evaluating financial performance. The Company derives approximately 85% of its revenues from the United States, and no other country comprises more than 10% of the remainder of the Company's revenues. No single customer of the Company generated 10% or more of the Company's total net sales during the years ended December 31, 2024 and 2023, respectively. See Note 22 — *Geographic Location of Long-Lived Assets* for information regarding the geographic location of the Company's assets. The measure of segment assets is reported on the Company's balance sheet as total consolidated assets. The segment's accounting policies are the same as the accounting policies for the Company, as described in Note 2 — *Summary of Significant Accounting Policies.*

The following table sets forth the operating financial results of the Company's singular operating segment that are regularly reviewed by the Company's CODM for the years ended December 31, 2024 and 2023:

	For the Year Ended December 31,	
(in thousands)	**2024**	**2023**
Services revenue	$ 234,247	$ 212,645
Products revenue	51,840	63,965
Total revenue	**$ 286,087**	**$ 276,610**
Less: expenses		
Cost of revenue, Services, excluding depreciation and amortization	$ 93,663	$ 82,547
Cost of revenue, Products, excluding depreciation and amortization	32,498	46,016
Salaries and benefits	91,576	83,249
Goodwill impairment	65,861	78,257
Depreciation and amortization	56,218	58,363
Interest expense	52,516	43,232
Professional services	10,164	16,772
Facilities and office	8,588	11,449
License, memberships and subscriptions	8,164	7,188
Channel partner commissions	7,003	3,511
Foreign exchange	5,207	(615)
Network services	2,464	1,823
Other	2,431	1,283
Travel and entertainment	2,362	2,588
Sales and use taxes	2,077	1,806
Marketing, advertising and promotions	1,439	1,690
Bad debt	1,029	183
Interest income	(1,120)	(552)
Change in fair value of warrant liabilities to affiliates	(4,040)	6,436
Income tax benefit	(5,937)	(4,158)
Loss on extinguishment of debt	—	2,584
Segment net loss	**$ (146,076)**	**$ (167,042)**
Reconciliation of profit or loss:		
Adjustments and reconciling items	—	—
Consolidated net loss	**$ (146,076)**	**$ (167,042)**

NOTE 22 – GEOGRAPHIC LOCATION OF LONG-LIVED ASSETS

The following table sets forth the geographic location of the Company's long-lived assets, by major asset category, as of December 31, 2024, and 2023:

	December 31,					
($ in thousands)	**2024**			**2023**		
Goodwill:						
United States	$	116,642	51 %	$	173,916	59 %
Switzerland		112,202	49 %		112,203	38 %
All other countries		—	— %		8,855	3 %
Total goodwill	**$**	**228,844**	**100 %**	**$**	**294,974**	**100 %**
Intangible assets, net:						
United States	$	91,498	73 %	$	118,833	71 %
Switzerland		14,247	11 %		25,277	15 %
All other countries [(1)]		19,312	16 %		23,477	14 %
Total intangible assets, net	**$**	**125,057**	**100 %**	**$**	**167,587**	**100 %**
Property and equipment, net:						
United States	$	6,127	68 %	$	7,070	65 %
Netherlands		1,807	20 %		2,387	22 %
All other countries [(1)]		1,118	12 %		1,499	13 %
Total property and equipment, net	**$**	**9,052**	**100 %**	**$**	**10,956**	**100 %**
Operating lease right-of-use assets:						
United States	$	6,850	81 %	$	7,612	81 %
Netherlands		1,056	13 %		—	— %
All other countries		506	6 %		1,755	19 %
Total operating lease right-of-use assets	**$**	**8,412**	**100 %**	**$**	**9,367**	**100 %**

[(1)] No single country in "all other countries" exceeded 10% of the total balance where "all other countries" comprised more than a 10% concentration of the geographic location of long-lived assets as of December 31, 2024, and 2023.

NOTE 23 - RESTRUCTURING CHARGES

On August 14, 2024, the Company announced a restructuring plan to streamline operations and reduce costs. The restructuring plan affected approximately 240 employees and contractors in all areas across all functions. The Company incurred restructuring charges of approximately $2.0 million in connection with the plan during the year ended December 31, 2024, which were substantially incurred in the third quarter of 2024. These charges were primarily related to severance payments and employee benefits and were recorded as selling, general, and administrative expenses on the consolidated statement of operations and comprehensive loss for the year ended December 31, 2024. The Company has substantially completed all of the actions associated with the plan.

NOTE 24 – LIQUIDITY

The Company identified certain negative financial trends, including recurring operating losses, cash flows from operations that would be negative if not for an arrearage in the payment of preferred dividends, and unfavorably priced long-term purchase commitments, all as discussed further below.

The Company has taken, and plans to take, a number of actions to enhance liquidity, which included the Company engaging in a restructuring activity (see Note 23 — *Restructuring Charges*) in the third quarter of 2024 to reduce operational expenses, especially in the area of salaries and benefits. The Company had also, in 2024, made the decision to accept fewer hardware sales contracts where these sales contracts would have

generated revenue but been disadvantageous from an associated cost of sales perspective. Although the Company currently expects to meet its near-term liquidity needs, there can be no assurance that its current sources of capital will be sufficient to satisfy its liquidity requirements in the future, which might require additional restructuring activities, including winding down certain non-core service offerings that are deemed to be unprofitable, continuing to review its global footprint and rationalize legal entities, and reviewing existing office leases for cost-effectiveness.

The Company has accrued and unpaid dividends due to Searchlight on the mandatorily redeemable preferred stock due to affiliate, which are accrued on a daily basis, compound quarterly and payable quarterly in arrears. Due to the underlying nature of the preferred stock instrument as debt, these dividends are reflected on the consolidated balance sheets as accrued interest due to affiliate. As of December 31, 2024, the Company owed approximately $23.8 million to Searchlight for this accrued interest (see Note 20 — *Related Party Transactions*). The Company plans to continue the arrearage of preferred dividends in order to preserve cash.

Additionally, the Company has purchase commitments payable that were not recorded as liabilities on its consolidated balance sheet as of December 31, 2024, of which $23.3 million is currently expected to be purchased in 2025 (see Note 19 — *Commitments and Contingencies*).

As of December 31, 2024, the Company had approximately $19.4 million of cash on hand.

NOTE 25 – SUBSEQUENT EVENTS

The Company has concluded that no additional subsequent events have occurred that require disclosure except that as disclosed in Note 19 — *Commitments and Contingencies*.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of disclosure controls and procedures

Our management, with the participation of our Chief Executive Officer (principal executive officer) and our Chief Financial Officer (principal financial officer), evaluated, as of the end of the period covered by this Annual Report on Form 10-K, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Disclosure controls and procedures are controls and other procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and regulations. Disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed in our reports filed under the Exchange Act is accumulated and communicated to management, including our Chief Executive Officer and our Chief Financial Officer, to allow timely decisions regarding required disclosure.

Based on the evaluation of our disclosure controls and procedures, our Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were not effective as of December 31, 2024, due to the material weaknesses in our internal control over financial reporting described below. In light of this fact, our management has performed additional analyses, reconciliations, and other post-closing procedures and has concluded that, notwithstanding the material weaknesses in our internal control over financial reporting, the consolidated financial statements for the periods covered by and included in this Annual Report on Form 10-K fairly present, in all material respects, our financial position, results of operations and cash flows for the periods presented in conformity with GAAP.

Management's annual report on internal control over financial reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act). Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with GAAP. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our internal control over financial reporting includes those policies and procedures that: (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with authorizations of our management and directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

The Company's management, including the Chief Executive Officer and Chief Financial Officer, conducted an assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2024 based on the criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on the results of this assessment, the Company's management concluded that internal control over financial reporting was not effective as of December 31, 2024, due to the material weaknesses listed below. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis.

As previously reported, the following material weaknesses in internal control over financial reporting continued to exist as of December 31, 2024:

- *Information Technology General Controls* – Management did not design and maintain effective general controls over information systems that support the order-to-cash platforms, inventory, and production business cycles, and financial reporting process. Specifically, management did not design and maintain effective (i) program change management and program development controls for financial systems, including master databases, relevant to our financial reporting, (ii) logical user access controls to ensure appropriate segregation of duties and adequate restrictions of users, including those with privileged access, and (iii) controls related to critical data interfaces, data backups, and restorations.
- *Financial Reporting Close Process* – Management did not design and maintain effective control activities over certain aspects of financial reporting and the monthly close process. Specifically, management did not design and maintain effective controls over the financial reporting close process, including (i) management review controls and evidence retention for the accuracy of disclosures,

financial schedules, monthly close, and non-routine or complex transactions, and (ii) multiple financial reporting systems that have not been integrated and which require extensive manual processes to consolidate.

- *Taxation Process* – Management did not design and maintain effective controls over the identification and monitoring of changes to tax positions in domestic and foreign tax jurisdictions to ensure the Company records its income tax expense and indirect tax obligations correctly.
- *Subsidiary Operations* – Management did not design and implement effective internal controls in a subsidiary operation related to the inventory and production management business cycle, and related financial reporting systems.
- *Order to Cash Process* – Management did not design and maintain effective controls to support proper revenue recognition. Specifically, management did not have effective controls over (i) new customer master data setup and validation procedures in the enterprise resource planning ("ERP") and contract management systems, including the timely and accurate updating of the most recent contract terms, (ii) review and approval of sales orders for the correct pricing and contract terms and conditions, (iii) review of revenue contracts for proper revenue recognition, and (iv) manual customer invoice processes.

During 2024, the Company continued to take measures to remediate the design of control associated with these material weaknesses. In many cases, the control has only recently been put into operation or implementation of the control was delayed. As such, we have not had a sufficient period to assess the operating effectiveness of the controls to conclude the material weaknesses have been remediated. As a result of the material weaknesses described above, management has concluded that, as of December 31, 2024, our internal control over financial reporting was ineffective.

As an EGC, we are exempt from the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act of 2002. As a result, our independent registered public accounting firm has not issued an attestation report with respect to our internal control over financial reporting as of December 31, 2024.

Planned Remediation Activities

The Company continues the process of designing and implementing effective internal control measures to improve its internal control over financial reporting and remediate these material weaknesses. The Company's efforts will include:

ITGC Remediation Actions

- Continuing to integrate the Company's ERP systems and the legacy operating systems.
- Design and implement controls around the newly-integrated ERP system.
- Develop enhanced risk assessment procedures and controls related to changes in IT systems.
- Implement an IT management review and testing plan to monitor ITGCs with focus on systems supporting the financial reporting close processes.

Financial Close Process Remediation Actions

- Continue evaluating the effectiveness of management review controls of routine, non-routine, and complex transactions to verify that controls are operating consistently.
- Continue integrating remaining legacy financial reporting systems into the Company's main ERP to improve the reliability of financial reporting and reduce manual detective controls and interventions. We expect that the global phased ERP integration will reduce the chance of error, including a significant reduction in manual journal entries, improve speed of the consolidation process, and increase transparency in financial reporting.

Taxation Remediation Actions

- Continue to leverage external tax advisors in the preparation and review of the Company's income tax and indirect tax obligations.
- Complete the integration actions to simplify the Company's legal structure and attain a more optimal tax function. The Company plans to reduce the number of legal entities in its corporate structure to reduce the costs and risk associated with the current complex structure.

Subsidiary Operations Remediation Activities

- Continue evaluating the effectiveness of the controls over inventory valuation to verify that controls are operating consistently.
- Complete the integration actions related to the decommissioning of the subsidiary's financial and inventory systems and migration to the Company's main ERP system.

Order to Cash Remediation Actions

- Strengthen the controls around the contract management system and review of sales orders for correct pricing.
- Automate invoicing solutions to consolidate and replace legacy systems and reduce the manual invoicing activities.

- Communicate non-standard contracts to qualified personnel to review for proper revenue recognition.
- Implement automated invoicing solutions to consolidate the billing system.

The Company believes these actions will be effective in remediating the deficiencies described above. As the Company continues to evaluate and work to improve its internal control over financial reporting, management may determine to take additional measures to address the deficiencies or determine to modify the remediation plan described above. Until the remediation steps set forth above are fully implemented and operating for a sufficient period, the material weaknesses described above will continue to exist.

Inherent limitations on effectiveness of controls and procedures

The effectiveness of our disclosure controls and procedures and our internal control over financial reporting is subject to various inherent limitations, including cost limitations, judgments used in decision making, assumptions about the likelihood of future events, the soundness of our systems, the possibility of human error, and the risk of fraud. Moreover, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions and the risk that the degree of compliance with policies or procedures may deteriorate over time. Because of these limitations, there can be no assurance that any system of disclosure controls and procedures or internal control over financial reporting will be successful in preventing all errors or fraud or in making all material information known in a timely manner to the appropriate levels of management.

In addition, our internal control over financial reporting is not subject to attestation by our independent registered public accounting firm under Section 404(b) of the Sarbanes-Oxley Act of 2002 as long as we maintain our status as an EGC.

Changes in internal controls

During the quarter ended December 31, 2024 there have been no changes in the Company’s internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

During the quarter ended December 31, 2024, none of our directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K of the Securities Act).

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS.

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by Items 10 (Directors, Executive Officer and Corporate Governance), 11 (Executive Compensation), 12 (Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters), 13 (Certain Relationships and Related Transactions, and Director Independence) and 14 (Principal Accountant Fees and Services) will be furnished on or prior to April 30, 2025 (and is hereby incorporated by reference) pursuant to a definitive proxy statement involving the election of directors pursuant to Regulation 14A that will contain such information. Notwithstanding the foregoing, information appearing in the section "Report of the Audit Committee of the Board" shall not be deemed to be incorporated by reference in this Annual Report on Form 10-K.

ITEM 11. EXECUTIVE COMPENSATION

The information required by Items 10 (Directors, Executive Officer and Corporate Governance), 11 (Executive Compensation), 12 (Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters), 13 (Certain Relationships and Related Transactions, and Director Independence) and 14 (Principal Accountant Fees and Services) will be furnished on or prior to April 30, 2025 (and is hereby incorporated by reference) pursuant to a definitive proxy statement involving the election of directors pursuant to Regulation 14A that will contain such information. Notwithstanding the foregoing, information appearing in the section "Report of the Audit Committee of the Board" shall not be deemed to be incorporated by reference in this Annual Report on Form 10-K.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by Items 10 (Directors, Executive Officer and Corporate Governance), 11 (Executive Compensation), 12 (Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters), 13 (Certain Relationships and Related Transactions, and Director Independence) and 14 (Principal Accountant Fees and Services) will be furnished on or prior to April 30, 2025 (and is hereby incorporated by reference) pursuant to a definitive proxy statement involving the election of directors pursuant to Regulation 14A that will contain such information. Notwithstanding the foregoing, information appearing in the section "Report of the Audit Committee of the Board" shall not be deemed to be incorporated by reference in this Annual Report on Form 10-K.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by Items 10 (Directors, Executive Officer and Corporate Governance), 11 (Executive Compensation), 12 (Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters), 13 (Certain Relationships and Related Transactions, and Director Independence) and 14 (Principal Accountant Fees and Services) will be furnished on or prior to April 30, 2025 (and is hereby incorporated by reference) pursuant to a definitive proxy statement involving the election of directors pursuant to Regulation 14A that will contain such information. Notwithstanding the foregoing, information appearing in the section "Report of the Audit Committee of the Board" shall not be deemed to be incorporated by reference in this Annual Report on Form 10-K.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by Items 10 (Directors, Executive Officer and Corporate Governance), 11 (Executive Compensation), 12 (Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters), 13 (Certain Relationships and Related Transactions, and Director Independence) and 14 (Principal Accountant Fees and Services) will be furnished on or prior to April 30, 2025 (and is hereby incorporated by reference) pursuant to a definitive proxy statement involving the election of directors pursuant to Regulation 14A that will contain such information. Notwithstanding the foregoing, information appearing in the section "Report of the Audit Committee of the Board" shall not be deemed to be incorporated by reference in this Annual Report on Form 10-K.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

Documents filed as part of this Annual Report on Form 10-K:

(1) Index to financial statements and supplementary data filed as part of this Annual Report on Form 10-K.

Our consolidated financial statements are listed in the "Index to Consolidated Financial Statements" under Part II, Item 8 of this Annual Report on Form 10-K.

(2) Financial Statement Schedules:

All financial statement schedules have been omitted because they are not applicable, not material or the required information is included in Part II, Item 8 of this Annual Report on Form 10-K.

(3) Exhibits:

Exhibit Number		Description
3.1		Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Company's Registration Statement filed on Form S-1 on December 2, 2021).
3.2		Certificate of Amendment to Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on June 28, 2024).
3.3		Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 to the Company's Registration Statement filed on Form S-1 on December 2, 2021).
3.4		Certificate of Designations of the Series A-1 Preferred Stock (incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K filed on November 16, 2023).
3.5		Certificate of Designations of the Series A-2 Preferred Stock (incorporated by reference to Exhibit 3.2 of the Company's Current Report on Form 8-K filed on November 16, 2023).
4.1		Warrant Agreement, dated as of October 26, 2020, by and between Continental Stock Transfer & Trust Company and Cerberus Telecom Acquisition Corp. (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement filed on Form S-1 on December 2, 2021).
4.2		Assignment, Assumption and Amendment Agreement, dated as of September 30, 2021, by and among Continental Stock Transfer & Trust Company, Cerberus Telecom Acquisition Corp. and the Company (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on October 6, 2021).
4.3		Warrant, dated as of December 13, 2023 (incorporated by reference to Exhibit 4.4 to the Company's Annual Report on Form 10-K filed on April 15, 2024).
4.4		Amended and Restated Warrant, dated as of December 13, 2023 (incorporated by reference to Exhibit 4.4 to the Company's Annual Report on Form 10-K filed on April 15, 2024).
4.5		Specimen Common Stock Share Certificate (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement filed on Form S-1 on December 2, 2021).
4.6	*	Description of Securities.
10.1		Subscription Agreement, dated as of March 12, 2021, by and between the Company and the undersigned subscriber party thereto (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement filed on Form S-1 on December 2, 2021).
10.2		Investment Agreement, dated as of November 9, 2023, by and between the Company and Searchlight IV KOR, L.P. (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on November 9, 2023).
10.3		Amendment to Investment Agreement, dated as of December 13, 2023, by and between the Company and Searchlight IV KORE, L.P. (incorporated by reference to Exhibit 10.3 to the Company's Annual Report on Form 10-K filed on April 15, 2024).
10.4	*	Second Amended and Restated Investor Rights Agreement, dated as of October 30, 2024, by and among the Company, Cerberus Telecom Acquisition Holdings LLC, each of ABRY Partners VII, L.P., ABRY Partners VII Co-Investment Fund, L.P., ABRY Investment Partnership, L.P., ABRY Senior Equity IV, L.P. and ABRY Senior Equity IV Co-Investment Fund, L.P. (the "ABRY Entities"), and Searchlight IV KOR, L.P.

Exhibit Number		Description
10.5		Voting Agreement, dated as of November 15, 2023, by and between the Company and Cerberus Telecom Acquisition Holdings, LLC, (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on November 16, 2023).
10.6		Voting Agreement, dated as of November 15, 2023, by and between the Company and the ABRY Entities (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on November 16, 2023).
10.7		Voting Agreement, dated as of December 13, 2023, by and between the Company and the ABRY Entities (incorporated by reference to Exhibit 10.8 to the Company's Annual Report on Form 10-K filed on April 15, 2024).
10.8		Amended & Restated Indenture, dated November 15, 2021, by and among the Company, KORE Wireless Group, Inc. and Wilmington Trust, National Association (incorporated by reference to Exhibit 10.3 to the Company's Registration Statement filed on Form S-1 on December 2, 2021).
10.9		Backstop Agreement, dated as of July 27, 2021, by and between KORE Wireless Group, Inc. and Drawbridge Special Opportunities Fund LP (incorporated by reference to Exhibit 10.4 to the Company's Registration Statement filed on Form S-1 on December 2, 2021).
10.10		Amendment to Backstop Agreement, dated November 15, 2021, by and among the Company, KORE Wireless Group, Inc. and Drawbridge Special Opportunities Fund LP (incorporated by reference to Exhibit 10.5 to the Company's Registration Statement filed on Form S-1 on December 2, 2021).
10.11		Exchangeable Notes Purchase Agreement, dated as of October 28, 2021, by and among the Company, KORE Wireless Group, Inc., and the entities set forth on Schedule 1 therein (incorporated by reference to Exhibit 10.6 to the Company's Registration Statement filed on Form S-1 on December 2, 2021).
10.12		Amendment to Exchangeable Notes Purchase Agreement, dated November 15, 2021, by and among the Company, KORE Wireless Group, Inc. and the entities set forth on Schedule 1 thereto (incorporated by reference to Exhibit 10.7 to the Company's Registration Statement filed on Form S-1 on December 2, 2021).
10.13		Credit Agreement, dated as of December 21, 2018, among KORE Wireless Group, Inc., Maple Intermediate Holdings Inc., UBS AG, Stamford Branch, the lenders party thereto, and the other loan parties thereto (incorporated by reference to Exhibit 10.8 to the Company's Registration Statement filed on Form S-1 on December 2, 2021).
10.14		Incremental Amendment No. 1 to Credit Agreement, dated as of November 12, 2019, among KORE Wireless Group, Inc., Maple Intermediate Holdings Inc., UBS AG, Stamford Branch, the lenders party thereto, and the other loan parties thereto (incorporated by reference to Exhibit 10.9 to the Company's Registration Statement filed on Form S-1 on December 2, 2021).
10.15	†	KORE Group Holdings, Inc. 2021 Long-Term Stock Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement filed on Form S-8 on January 4, 2022).
10.16	†	KORE Group Holdings, Inc. 2021 Long Term Stock Incentive Plan Form of Director Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on August 9, 2023).
10.17	†	KORE Group Holdings, Inc. 2021 Long Term Stock Incentive Plan Form of Employee Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q filed on August 9, 2023).
10.18	†	KORE Group Holdings, Inc. Form of Long-Term Cash Award Agreement (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on August 14, 2024).
10.19	†	KORE Group Holdings, Inc. Form of Retention Agreement (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 6, 2024).
10.20	†	KORE Group Holdings, Inc. Omnibus Amendment to Restricted Stock Unit Award Agreements by and between KORE Group Holdings, Inc. and Romil Bahl, dated June 9, 2023 (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on August 9, 2023).
10.21	†	General Release between the Company and Romil Bahl, dated May 4, 2024 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on August 14, 2024).
10.22	†	Transition Agreement, dated August 14, 2024, by and among the Company, KORE Wireless Group, Inc. and Bryan Lubel (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on August 15, 2024).
10.23	†*	General Release between the Company and Jason Dietrich, dated February 2, 2025.
10.24	†	Letter Agreement, dated April 29, 2024, by and between the Company and Ronald Totton (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on April 29, 2024).
10.25	†	Executive Employment Agreement, dated August 14, 2024, by and among the Company, KORE Wireless Group, Inc. and Ronald Totton (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on August 15, 2024).
10.26	†	Employee Agreement by and among the Company, KORE Wireless Group Inc. and Bruce William Gordon, dated July 2, 2024 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on July 8, 2024).

Exhibit Number		Description
10.27	†	Executive Employment Agreement, dated August 15, 2024, by and among the Company, KORE Wireless Group, Inc. and Jared Deith (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on August 15, 2024).
10.28	†	Employment Agreement by and between Jack W. Kennedy Jr., the Company and KORE Wireless Group Inc., dated March 10, 2022 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on March 16, 2022).
10.29	†	Employment Agreement by and among Paul Holtz, the Company and KORE Wireless Canada Inc., dated April 1, 2022 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on April 6, 2022).
14.1	*	Code of Ethics.
19.1	*	KORE Group Holdings, Inc. Policy on Insider Trading.
21.1	*	List of subsidiaries of KORE Group Holdings, Inc.
23.1	*	Consent of BDO USA, P.C, Independent Registered Public Accounting Firm.
31.1	*	Chief Executive Officer Certifications pursuant to Section 302 of the Sarbanes Oxley Act of 2002.
31.2	*	Chief Financial Officer Certifications pursuant to Section 302 of the Sarbanes Oxley Act of 2002.
32.1	**	Chief Executive Officer Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes Oxley Act of 2002.
32.2	**	Chief Financial Officer Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes Oxley Act of 2002.
97.1	†	KORE Group Holdings, Inc. Clawback Policy, dated August 15, 2023 (incorporated by reference to the Company's Annual Report on Form 10-K filed on April 15, 2024).
101.Def		Definition Linkbase Document
101.Pre		Presentation Linkbase Document
101.Lab		Labels Linkbase Document
101.Cal		Calculation Linkbase Document
101.Sch		Schema Document
101.Ins		Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
104		Cover Page Interactive Date File (formatted in Inline XBRL and contained in Exhibit 101)

† This document has been identified as a management contract or compensatory plan or arrangement.
* Filed herewith.
** Exhibit is being furnished and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: April 30, 2025

KORE GROUP HOLDINGS, INC.

By: /s/ Ronald Totton
Ronald Totton
President, Chief Executive Officer and Director

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report has been signed below by the following persons on behalf of the Registrant in the capacities and on the dates indicated:

Signature	Title	Date
/s/ Ronald Totton Ronald Totton	President, Chief Executive Officer and Director (Principal Executive Officer)	April 30, 2025
/s/ Paul Holtz Paul Holtz	EVP, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer)	April 30, 2025
/s/ Cheemin Bo-Linn Cheemin Bo-Linn	Director	April 30, 2025
/s/ Timothy Donahue Timothy Donahue	Director	April 30, 2025
/s/ H. Paulett Eberhart H. Paulett Eberhart	Director	April 30, 2025
/s/ Andrew Frey Andrew Frey	Director	April 30, 2025
/s/ David Fuller David Fuller	Director	April 30, 2025
/s/ James Geisler James Geisler	Director	April 30, 2025
/s/ Jay M. Grossman Jay M. Grossman	Director	April 30, 2025
/s/ Robert P. MacInnis Robert P. MacInnis	Director	April 30, 2025
/s/ Michael K. Palmer Michael K. Palmer	Director	April 30, 2025

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

The following description of the capital stock of KORE Group Holdings, Inc. (the "Company," "we," "us," and "our") and certain provisions of our amended and restated certificate of incorporation, as amended (the "Charter"), amended and restated bylaws (the "Bylaws"), Warrant Agreement, dated as of October 26, 2020, between Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent, and Cerberus Telecom Acquisition Corp., a Cayman Islands exempted company (the "Warrant Agreement") and Second Amended and Restated Investor Rights Agreement, dated as of October 30, 2024 by and among the Company and the other parties thereto (the "Investor Rights Agreement"), are summaries and are qualified in their entirety by reference to the full text of the Charter, Bylaws, Warrant Agreement and Investor Rights Agreement, copies of which have been filed with the Securities and Exchange Commission, and applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL"). As of December 31, 2024, we had two classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): Class A common stock, $0.0001 par value per share ("common stock") and warrants to purchase shares of common stock.

Our authorized capital stock consists of:

(a) 315,000,000 shares of common stock;
(b) 35,000,000 shares of preferred stock, par value $0.0001 per share ("preferred stock").

All shares of our common stock outstanding are fully paid and non-assessable.

Common Stock

Voting Power

Except as otherwise provided in the Charter, including in any certificate of designation for any series of preferred stock, or expressly required by law, the holders of common stock shall be entitled to vote on each matter submitted to a vote of stockholders and shall be entitled to one vote for each share of common stock held of record by such holder as of the record date for determining stockholders entitled to vote on such matter, including the election or removal of directors. The holders of common stock will at all times vote together as one class on all matters submitted to a vote of common stock under the Charter.

Dividends

Subject to applicable law and the rights and preferences of any holders of any outstanding shares of preferred stock, under the Charter, dividends and distributions may be declared and paid ratably on the common stock out of our assets that are legally available for this purpose at such times and in such amounts as our Board of Directors (the "Board") in its discretion shall determine.

Liquidation, Dissolution and Winding Up

Subject to applicable law and the rights and preferences of any holders of any shares of any outstanding series of preferred stock, in the event of any liquidation, dissolution, or winding-up, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of the Company and subject to the rights, if any, of the holders of any outstanding series of preferred stock or any class or series of stock having a preference over or the right to participate with the common stock with respect to the distribution of assets upon such dissolution, liquidation or winding up of the Company, the holders of common stock will be entitled to receive all the remaining assets of the Company available for distribution to stockholders, ratably in proportion to the number of shares of common stock held by each such holder.

Preemptive or Other Rights

The holders of common stock do not have preemptive or other subscription rights and there will be no sinking fund or redemption provisions applicable to common stock.

Warrants

Each whole warrant entitles the registered holder to purchase one-fifth of one share of our common stock at a price of $57.50 per share, subject to adjustment as discussed below. Pursuant to the terms of the Warrant Agreement, a warrant holder may exercise its warrants only for a whole number of shares of our common stock. The warrants will expire on October 1, 2026 at 5:00 p.m., New York City time, or earlier upon redemption or liquidation.

We are not obligated to deliver any shares of our common stock pursuant to the exercise of a warrant and have no obligation to settle such warrant exercise unless a registration statement under the Securities Act covering the issuance of the shares of our common stock issuable upon exercise of the warrants is then effective and a current prospectus relating to those shares of common stock is available, subject to our satisfying our obligations described below with respect to registration or a valid exemption from registration is available. No warrant will be exercisable and we are not be obligated to issue any shares of common stock to holders seeking to exercise their warrants, shares of common stock issuable upon such exercise have been registered, qualified or deemed to be exempt from registration or qualification under the securities laws of the state of residence of the registered holder. In the event that the conditions in the two immediately preceding sentences are not satisfied with respect to a warrant, the holder of such warrant will not be entitled to exercise such warrant and such warrant may have no value and expire worthless.

Redemption of Warrants for Cash when the price per share of our common stock equals or exceeds $90.00

Once the warrants become exercisable, we may call the warrants for redemption:

- in whole and not in part;
- at $0.05 per warrant upon a minimum of 30 days' prior written notice of redemption; and
- if, and only if, (i) the closing price of our common stock equals or exceeds $90.00 per public share of common stock (as adjusted for stock splits, stock recapitalizations, reorganizations, recapitalizations and the like) for any twenty (20) trading days within the thirty (30)-trading day period ending three trading days before we send the notice of redemption to the warrant holders and (ii) there is an effective registration statement covering the issuance of the common stock issuable upon exercise of the warrants, and a current prospectus relating thereto, available throughout the 30-day redemption period.

Redemption of Warrants for Cash When the Price Per Share of our Common Stock Equals or Exceeds $50.00

Once the warrants become exercisable, we may call the warrants for redemption:

- in whole and not in part;
- at $0.50 per warrant upon a minimum of 30 days' prior written notice of redemption provided that holders will be able to exercise their warrants on a cashless basis prior to redemption and receive that number of shares determined by reference to the table below, based on the redemption date and the "fair market value" of shares of our common stock except as otherwise described below; and
- if, and only if, (i) the closing price of our common stock equals or exceeds $50.00 per share of common stock (as adjusted for stock splits, stock recapitalizations, reorganizations, recapitalizations and the like) for any twenty (20) trading days within the thirty (30)-trading day period ending three trading days before we send the notice of redemption to the warrant holders and (ii) if the closing price of our common stock is less than $90.00 per share (as adjusted for stock splits, stock recapitalizations, reorganizations, recapitalizations and the like), the private placement warrants are also concurrently called for redemption on the same terms as the outstanding public warrants.

Beginning on the date the notice of redemption is given until the warrants are redeemed, holders may elect to exercise their warrants on a cashless basis. The numbers in the table below represent the number of shares of our common stock that a warrant holder will receive upon such cashless exercise in connection with a redemption by us pursuant to this redemption feature, based on the "fair market value" of shares of our common stock on the corresponding redemption date (assuming holders elect to exercise their warrants and such warrants are not redeemed for $0.50 per warrant), determined for these purposes based on

volume weighted average price of shares of our common stock during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of warrants, and the number of months that the corresponding redemption date precedes the expiration date of the warrants, each as set forth in the table below. We will provide warrant holders with the final fair market value no later than one business day after the 10-trading day period described above ends.

The share prices set forth in the column headings of the table below will be adjusted as of any date on which the number of shares issuable upon exercise of a warrant or the exercise price of a warrant is adjusted as set forth under the heading "—Anti-Dilution Adjustments" below. If the number of shares issuable upon exercise of a warrant is adjusted, the adjusted share prices in the column headings will equal the share prices immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the number of shares deliverable upon exercise of a warrant immediately prior to such adjustment and the denominator of which is the number of shares deliverable upon exercise of a warrant as so adjusted. The number of shares in the table below shall be adjusted in the same manner and at the same time as the number of shares issuable upon exercise of a warrant. If the exercise price of a warrant is adjusted, (a) in the case of an adjustment pursuant to the fifth paragraph under the heading "—Anti-Dilution Adjustments" below, the adjusted share prices in the column headings will equal the unadjusted share price multiplied by a fraction, the numerator of which is the higher of the Market Value (as defined in the Warrant Agreement) and the Newly Issued Price (as defined in the Warrant Agreement) as set forth under the heading "—Anti-Dilution Adjustments" and the denominator of which is $50.00 and (b) in the case of an adjustment pursuant to the second paragraph under the heading "—Anti-Dilution Adjustments" below, the adjusted share prices in the column headings will equal the unadjusted share price less the decrease in the exercise price of a warrant pursuant to such exercise price adjustment.

Redemption Date (period to expiration of warrants)	**50.00**	**$55.00**	**$60.00**	**$65.00**	**$70.00**	**$75.00**	**$80.00**	**$85.00**	**$90.00**
60 months	0.261	0.281	0.297	0.311	0.324	0.337	0.348	0.358	0.361
57 months	0.257	0.277	0.294	0.310	0.324	0.337	0.348	0.358	0.361
54 months	0.252	0.272	0.291	0.307	0.322	0.335	0.347	0.357	0.361
51 months	0.246	0.268	0.287	0.304	0.320	0.333	0.346	0.357	0.361
48 months	0.241	0.263	0.283	0.301	0.317	0.332	0.344	0.356	0.361
45 months	0.235	0.258	0.279	0.298	0.315	0.330	0.343	0.356	0.361
42 months	0.228	0.252	0.274	0.294	0.312	0.328	0.342	0.355	0.361
39 months	0.221	0.246	0.269	0.290	0.309	0.325	0.340	0.354	0.361
36 months	0.213	0.239	0.263	0.285	0.305	0.323	0.339	0.353	0.361
33 months	0.205	0.232	0.257	0.280	0.301	0.320	0.337	0.352	0.361
30 months	0.196	0.224	0.250	0.274	0.297	0.316	0.335	0.351	0.361
27 months	0.185	0.214	0.242	0.268	0.291	0.313	0.332	0.350	0.361
24 months	0.173	0.204	0.233	0.260	0.285	0.308	0.329	0.348	0.361
21 months	0.161	0.193	0.223	0.252	0.279	0.304	0.326	0.347	0.361
18 months	0.146	0.179	0.211	0.242	0.271	0.298	0.322	0.345	0.361
15 months	0.130	0.164	0.197	0.230	0.262	0.291	0.317	0.342	0.361
12 months	0.111	0.146	0.181	0.216	0.250	0.282	0.312	0.339	0.361
9 months	0.090	0.125	0.162	0.199	0.237	0.272	0.305	0.336	0.361
6 months	0.065	0.099	0.137	0.178	0.219	0.259	0.296	0.331	0.361
3 months	0.034	0.065	0.104	0.150	0.197	0.243	0.286	0.326	0.361
0 months	—	—	0.042	0.115	0.179	0.233	0.281	0.323	0.361

The exact fair market value and redemption date may not be set forth in the table above, in which case, if the fair market value is between two values in the table or the redemption date is between two redemption dates in the table, the number of shares of our common stock to be issued for each warrant exercised will be determined by a straight-line interpolation between the number of shares set forth for the higher and lower fair market values and the earlier and later redemption dates, as applicable, based on a 365 or 366-day year, as applicable. For example, if the volume weighted average price of shares of our common stock during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of the warrants is $55.00 per share, and at such time there are 57 months until the expiration of the warrants, holders may choose to, in connection with this redemption feature, exercise their warrants for 0.0554 shares of our common stock for each whole warrant. For an example where the exact fair market value and redemption date are not as set forth in the table above, if the volume weighted average price of shares of our common stock during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of the warrants is $67.50 per share, and at such time there are 38 months until the expiration of the warrants, holders may choose to, in connection with this redemption feature, exercise their warrants for 0.0596 shares of our common stock for each

whole warrant. In no event will the warrants be exercisable on a cashless basis in connection with this redemption feature for more than 0.0722 shares of our common stock per warrant (subject to adjustment). Finally, as reflected in the table above, if the warrants are out of the money and about to expire, they cannot be exercised on a cashless basis in connection with a redemption by us pursuant to this redemption feature, since they will not be exercisable for any shares of our common stock.

This redemption feature differs from the typical warrant redemption features used in many other blank check offerings, which typically only provide for a redemption of warrants for cash (other than the private placement warrants) when the trading price for the Class A ordinary shares exceeds $90.00 per share for a specified period of time. This redemption feature is structured to allow for all of the outstanding warrants to be redeemed when the shares of our common stock are trading at or above $50.00 per public share, which may be at a time when the trading price of shares of our common stock is below the exercise price of the warrants. This redemption feature provides flexibility to redeem the warrants without the warrants having to reach the $90.00 per share threshold set forth above under "—Redemption of Warrants for Cash When the Price Per Share of our Common Stock Equals or Exceeds $90.00." Holders choosing to exercise their warrants in connection with a redemption pursuant to this feature will, in effect, receive a number of shares for their warrants based on an option pricing model with a fixed volatility input as of the of the CTAC initial public offering. This redemption right provides us with an additional mechanism by which to redeem all of the outstanding warrants, and therefore have certainty as to our capital structure as the warrants would no longer be outstanding and would have been exercised or redeemed. We will be required to pay the applicable redemption price to warrant holders if we choose to exercise this redemption right and it will allow us to quickly proceed with a redemption of the warrants if we determine it is in our best interest to do so. As such, we would presumably redeem the warrants in this manner when we believes it is in our best interest to update its capital structure to remove the warrants and pay the redemption price to the warrant holders.

As stated above, we can redeem the warrants when the shares of our common stock are trading at a price starting at $50.00, which is below the exercise price of $57.50, because it will presumably provide certainty with respect to our capital structure and cash position while providing warrant holders with the opportunity to exercise their warrants on a cashless basis for the applicable number of shares. If we choose to redeem the warrants when the shares of our common stock are trading at a price below the exercise price of the warrants, this could result in the warrant holders receiving fewer shares of our common stock than they would have received if they had chosen to wait to exercise their warrants for shares of common stock if and when such shares of our common stock were trading at a price higher than the exercise price of $57.50.

No fractional shares of our common stock will be issued upon exercise. If, upon exercise, a holder would be entitled to receive a fractional interest in a share, we will round down to the nearest whole number of the number of shares of our common stock to be issued to the holder. We will use commercially reasonable efforts to register under the Securities Act the shares of our common stock issuable upon the exercise of the warrants.

Redemption Procedures

A holder of a warrant may notify us in writing in the event we elect to be subject to a requirement that such holder will not have the right to exercise such warrant, to the extent that after giving effect to such exercise, such person (together with such person's affiliates), to the warrant agent's actual knowledge, would beneficially own in excess of 9.8% (or other amount as specified by the holder) of the shares of our common stock outstanding immediately after giving effect to such exercise.

Anti-Dilution Adjustments

If the number of outstanding shares of our common stock is increased by a capitalization or stock dividend payable in shares of our common stock or by a split-up of shares of our common stock or other similar event, then, on the effective date of such capitalization, stock dividend, split-up or similar event, the number of shares of our common stock issuable on exercise of each warrant will be increased in proportion to such increase in the outstanding shares of our common stock. A rights offering made to all or substantially all holders of our common stock entitling holders to purchase shares of our common stock at a price less than the "historical fair market value" (as defined below) will be deemed a stock dividend of a number of shares of our common stock equal to the product of (1) the number of shares of our common stock actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for our common stock) multiplied by (2) one minus the quotient of (x) the price per share of our common stock paid in such rights offering and (y) the "historical fair market value." For these purposes (1) if the rights offering is for securities convertible into or exercisable for our common stock, in determining the price payable for our common stock, there will be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (2) historical fair market value means the volume weighted average price per share of our common stock as reported during the ten trading day period ending on the trading

day prior to the first date on which the shares of our common stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

In addition, if we, at any time while the warrants are outstanding and unexpired, pay a dividend or make a distribution in cash, securities or other assets to the holders of our common stock on account of such shares of our common stock (or other securities of our capital stock into which the warrants are convertible), other than (a) as described above or (b) any cash dividends or cash distributions which, when combined on a per share basis with all other cash dividends and cash distributions paid on the shares of our common stock during the 365-day period ending on the date of declaration of such dividend or distribution does not exceed $0.50 (as adjusted to appropriately reflect any other adjustments and excluding cash dividends or cash distributions that result in an adjustment to the exercise price or to the number of shares of our common stock issuable on exercise of each warrant) but only with respect to the amount of the aggregate cash dividends or cash distributions equal to or less than $0.50 per share, then the warrant exercise price will be decreased, effective immediately after the effective date of such event, by the amount of cash and/or the fair market value of any securities or other assets paid on each share of our common stock in respect of such event.

If the number of outstanding shares of our common stock is decreased by a consolidation, combination, reverse stock split or reclassification of shares of our common stock or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of shares of our common stock issuable on exercise of each warrant will be decreased in proportion to such decrease in outstanding shares of our common stock.

Whenever the number of shares of our common stock purchasable upon the exercise of the warrants is adjusted, as described above, the warrant exercise price will be adjusted by multiplying the warrant exercise price immediately prior to such adjustment by a fraction (x) the numerator of which will be the number of shares of our common stock purchasable upon the exercise of the warrants immediately prior to such adjustment, and (y) the denominator of which will be the number of shares of our common stock so purchasable immediately thereafter.

In case of any reclassification or reorganization of the outstanding shares of our common stock (other than those described above or that solely affects the par value of such shares of our common stock), or in the case of any merger or consolidation of us with or into another corporation (other than a consolidation or merger in which we are the continuing corporation and that does not result in any reclassification or reorganization of our outstanding shares of our common stock), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of us as an entirety or substantially as an entirety in connection with which we are dissolved, the holders of the warrants will thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the warrants and in lieu of the shares of our common stock immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the warrants would have received if such holder had exercised their warrants immediately prior to such event. However, if such holders were entitled to exercise a right of election as to the kind or amount of securities, cash or other assets receivable upon such consolidation or merger, then the kind and amount of securities, cash or other assets for which each warrant will become exercisable will be deemed to be the weighted average of the kind and amount received per share by such holders in such consolidation or merger that affirmatively make such election, and if a tender, exchange or redemption offer has been made to and accepted by such holders under circumstances in which, upon completion of such tender or exchange offer, the maker thereof, together with members of any group (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) of which such maker is a part, and together with any affiliate or associate of such maker (within the meaning of Rule 12b-2 under the Exchange Act) and any members of any such group of which any such affiliate or associate is a part, own beneficially (within the meaning of Rule 13d-3 under the Exchange Act) more than 50% of the issued and outstanding shares of our common stock, the holder of a warrant will be entitled to receive the highest amount of cash, securities or other property to which such holder would actually have been entitled as a shareholder if such warrant holder had exercised the warrant prior to the expiration of such tender or exchange offer, accepted such offer and all of the shares of our common stock held by such holder had been purchased pursuant to such tender or exchange offer, subject to adjustment (from and after the consummation of such tender or exchange offer) as nearly equivalent as possible to the adjustments provided for in the Warrant Agreement. Additionally, if less than 70% of the consideration receivable by the holders of our common stock in such a transaction is payable in the form of common stock in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the registered holder of the warrant properly exercises the warrant within thirty (30) days following public disclosure of such transaction, the warrant exercise price will be reduced as specified in the Warrant Agreement based on the per share consideration minus Black-Scholes Warrant Value (as defined in the Warrant Agreement) of the warrant. The purpose of such exercise price reduction is to provide additional value to holders of the warrants when an extraordinary transaction occurs

during the exercise period of the warrants pursuant to which the holders of the warrants otherwise do not receive the full potential value of the warrants.

The warrants were issued in registered form under the Warrant Agreement, which in connection with the business combination which resulted in the Company's listing on the New York Stock Exchange, Cerberus Telecom Acquisition Corp. ("CTAC") assigned and the Company assumed the obligations and rights set forth therein. The Warrant Agreement provides that the terms of the warrants may be amended without the consent of any holder for the purpose of (i) curing any ambiguity or correct any mistake, including to conform the provisions of the warrant agreement to the description of the terms of the warrants and the warrant agreement set forth in the CTAC prospectus, or defective provision, (ii) amending the provisions relating to cash dividends on ordinary shares as contemplated by and in accordance with the warrant agreement or (iii) adding or changing any provisions with respect to matters or questions arising under the warrant agreement as the parties to the warrant agreement may deem necessary or desirable and that the parties deem to not adversely affect the rights of the registered holders of the warrants, provided that the approval by the holders of at least 65% of the then-outstanding public warrants is required to make any change that adversely affects the interests of the registered holders.

The warrant holders do not have the rights or privileges of holders of shares of our common stock and any voting rights until they exercise their warrants and receive shares of our common stock. After the issuance of shares of our common stock upon exercise of the warrants, each holder will be entitled to one vote for each share held of record on all matters to be voted on by our stockholders.

The Company shall not issue fractional warrants. If a holder of warrants would be entitled to receive a fractional warrant, the Company shall round down to the nearest whole number the number of warrants to be issued to such holder. The Company shall not issue fractional shares upon the exercise of warrants. If, upon exercise of the warrants, a holder would be entitled to receive a fractional interest in a share, we will, upon exercise, round down to the nearest whole number the number shares of our common stock to be issued to the warrant holder. The parties to the Warrant Agreement have agreed that, subject to applicable law, any action, proceeding or claim against us arising out of or relating in any way to the warrant agreement will be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and such parties irrevocably submit to such jurisdiction, which jurisdiction will be the exclusive forum for any such action, proceeding or claim. This provision applies to claims under the Securities Act but does not apply to claims under the Exchange Act or any claim for which the federal district courts of the United States of America are the sole and exclusive forum.

Exclusive Forum

Unless we consent in writing to the selection of an alternative forum, our Charter requires, to the fullest extent permitted by law, that the Court of Chancery of the State of Delaware (or, in the event that the Chancery Court declines or does not have jurisdiction, the federal district court for the District of Delaware or, in the event that the federal district court for the District of Delaware does not have jurisdiction, other state courts of the State of Delaware) and any appellate court thereof be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of us, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or stockholders to us or our stockholders, (iii) any action asserting a claim against us arising pursuant to any provision of the DGCL or our Charter or our Bylaws, (iv) any action arising pursuant to any provision of the DGCL, our Bylaws or our Charter or (v) any action asserting a claim against us or any current or former director, officer or stockholder governed by the internal affairs doctrine. The foregoing provision will not apply to claims arising under the Securities Act, the Exchange Act or any other claim for which the federal courts of the United States have exclusive jurisdiction. Unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act and the Exchange Act.

Anti-Takeover Effects of Provisions of our Charter and Bylaws

The provisions of our Charter and Bylaws and of the DGCL summarized below may have an anti-takeover effect and may delay, defer or prevent a tender offer or takeover attempt that you might consider in your best interest, including an attempt that might result in your receipt of a premium over the market price for your shares of common stock.

The Charter and Bylaws contain certain provisions that are intended to enhance the likelihood of continuity and stability in the composition of our Board and that may have the effect of delaying, deferring or preventing a future takeover or change in control of us, unless such takeover or change in control is approved by our Board.

These provisions include:

Business Combination:

- We have elected not to be governed by Section 203 of the DGCL, which prohibits a corporation that has voting stock traded on a national security exchange from engaging in certain business combinations with an interested stockholder (defined as the owner of 15% or more of the corporation's voting stock), or an interested stockholder's affiliates or associates, for a three-year period unless, among other exceptions, certain board approvals are received.
- Our Charter generally prohibits us, at any point in time at which the common stock is registered under Section 12(b) of the Exchange Act, from engaging in any business combination with any interested stockholder for a period of three years following the time that such stockholder became an interested stockholder, unless:
    - Prior to such time, the Board approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
    - Upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the outstanding voting stock at the time the transaction commenced (excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned by (i) persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer);
    - At or subsequent to such time, the business combination is approved by the Board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder; or
    - The stockholder became an interested stockholder inadvertently and (i) as soon as practicable divested itself of ownership of sufficient shares so that the stockholder ceased to be an interested stockholder and (ii) was not, at any time within the 3-year period immediately prior to a business combination between us and such stockholder, an interested stockholder but for the inadvertent acquisition of ownership.

No Written Consent:

Any action required or permitted to be taken by the stockholders must be effected at an annual or special meeting of the stockholders, and shall not be taken by written consent in lieu of a meeting.

Amendments:

Until September 30, 2028, a substantial portion of the provisions under the Charter may not be amended without the affirmative vote of the holders of at least 66 2/3% of the total voting power of all the then outstanding shares of stock entitled to vote thereon, voting together as a single class.

Stockholder Proposals:

- Our Bylaws establish an advance notice procedure for stockholders who wish to present a proposal before an annual meeting of stockholders. Our bylaws provide that the only business that may be conducted at an annual meeting of stockholders is business that is (i) specified in the notice of such meeting (or any supplement thereto) given by or at the direction of our Board of Directors, (ii) otherwise properly brought before such meeting by our Board of Directors or the chairperson of the Board, or (iii) otherwise properly brought before such meeting by a stockholder present in person who (A) (1) was a record owner of shares both at the time of giving the notice and at the time of such meeting, (2) is entitled to vote at such meeting, and (3) has complied with notice procedures specified in our bylaws in all applicable respects or (B) properly made such proposal in accordance with Rule 14a-8 under the Exchange Act. To be timely for our annual meeting of stockholders, a stockholders' notice must be delivered to, or mailed and received at, the principal executive offices of the corporation not less than 90 days nor more than 120 days prior to the one-year anniversary of the preceding year's annual meeting; provided, however, that if the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered, or mailed and received, not later than the 90th day prior to such annual meeting or, if later, the 10th day following the day on which public disclosure of the date of such annual meeting was first made by the corporation. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of timely notice as described above.

Limitations on Liability and Indemnification of Officers and Directors

Our Charter limits the liability of our directors to the fullest extent permitted by the DGCL and provides that we will provide them with customary indemnification and advancement of expenses. We have entered into customary indemnification agreements with each of our executive officers and directors that provide them, in general, with customary indemnification in connection with their service to us or on our behalf.

Our Transfer Agent and Warrant Agent

The transfer agent for our common stock and the warrant agent for our warrants is Continental Stock Transfer & Trust Company. We have agreed to indemnify Continental Stock Transfer & Trust Company in its roles as transfer agent and warrant agent, its agents and each of its stockholders, directors, officers and employees against all claims and losses that may arise out of acts performed or omitted for its activities in that capacity, except for any claims and losses due to any gross negligence or intentional willful misconduct or bad faith of the indemnified person or entity.

Listing of Common Stock and Warrants

Our common stock trades on the New York Stock Exchange under the ticker symbol "KORE" and our warrants trade on the OTC Pink Marketplace under the ticker symbol "KORGW."

EXHIBIT 10.4

SECOND AMENDED & RESTATED

INVESTOR RIGHTS AGREEMENT

THIS SECOND AMENDED & RESTATED INVESTOR RIGHTS AGREEMENT (this "***Investor Rights Agreement***"), dated as of October 30, 2024 (the "***Effective Date***"), is made and entered into by and among KORE Group Holdings, Inc., a Delaware corporation ("***PubCo***"), Cerberus Telecom Acquisition Holdings, LLC (the "***Sponsor***"), the ABRY Entities (as defined below) and Searchlight IV KOR, L.P.("***Searchlight***") (Sponsor, the ABRY Entities and Searchlight, together with the other parties listed on the signature pages to the Prior Agreement (as defined below) and any person or entity who hereafter becomes a party to this Investor Rights Agreement pursuant to Section 6.8, shall be referred to herein as each, a "***Holder***" and collectively, the "***Holders***").

RECITALS

WHEREAS, on November 15, 2023 (the "***Prior Date***"), PubCo entered into an investment agreement with Searchlight in connection with the issuance of Series A Preferred Stock of PubCo (the "***Series A Preferred Stock***") and warrants to purchase shares of common stock of PubCo (the "***Searchlight Investment***" and such agreement, the "***Investment Agreement***");

WHEREAS, on the Prior Date, PubCo entered into an Amended & Restated Investors Rights Agreement, with Sponsor, the ABRY Entities, Searchlight, and certain individuals party thereto whose names appear on the signature pages thereof (as amended, the "***Prior Agreement***"), in connection with the Searchlight Investment, which amended and restated in its entirety that certain Investors Rights Agreement, dated as of the Prior Original Date, by and between PubCo, Sponsor, the ABRY Entities, and certain individuals party thereto whose names appear on the signature pages thereof (as amended, the "***Prior Original Agreement***");

WHEREAS, pursuant to Section 6.12 of the Prior Agreement, upon the written consent of each of Searchlight, the Sponsor and the ABRY Entities, any provisions, covenants or conditions of the Prior Agreement may be amended or modified so long as such amendment or modification does not adversely affect one Holder, solely in its capacity as a holder of the shares of capital stock of PubCo, in a manner that is materially different from the other Holders (in such capacity);

WHEREAS, PubCo, Searchlight, the Sponsor and the ABRY Entities now desire to amend and restate the Prior Agreement in its entirety in accordance with Section 6.12 of the Prior Agreement, with this Investor Rights Agreement being binding on all of the Holders (regardless of whether such Holders are signatories hereto); and

WHEREAS, on the Effective Date, the parties hereto desire to set forth their agreement with respect to governance, registration rights and certain other matters, in each case in accordance with the terms and conditions of this Investor Rights Agreement.

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Holders, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Investor Rights Agreement, have the respective meanings set forth below:

"***ABRY Entities***" shall mean each of ABRY Partners VII, L.P., ABRY Partners VII Co-Investment Fund, L.P., ABRY Investment Partnership, L.P., ABRY Senior Equity IV, L.P. and ABRY Senior Equity IV Co-Investment Fund, L.P.

"***Adverse Disclosure***" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or principal Financial Officer of PubCo, after consultation with counsel to PubCo, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement or Prospectus were not being filed and (iii) PubCo has a bona fide business purpose for not making such information public.

"***Affiliate***" means, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise. The term "control" means the ownership of a majority of the voting securities of the applicable Person or the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the applicable Person, whether through ownership of voting securities, by Contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto; provided, that, in no event shall PubCo or any of PubCo's subsidiaries be considered an Affiliate of any portfolio company (other than PubCo and its subsidiaries) of any investment fund or account affiliated with, managed or controlled by, any direct or indirect equityholder of PubCo nor shall any portfolio company (other than PubCo and its subsidiaries) of any investment fund or account affiliated with any equityholder of PubCo be considered to be an Affiliate of PubCo or any of its subsidiaries; provided, further, that with respect to Searchlight, in no event shall any portfolio company of any investment fund or account affiliated with, managed or controlled by Searchlight or any direct or indirect equityholder thereof be considered to be an Affiliate.

"***Audit Committee***" shall have the meaning given in subsection 2.1.8.

"***Beneficially Own***" has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

"***Block Sale***" means the sale of shares of Common Stock, or securities or other obligations exercisable or exchangeable for, or convertible into Common Stock, in each case constituting more than 3% of PubCo Common Stock then-outstanding to one or more purchasers by means of (i) a bought deal, (ii) a block trade or (iii) a direct sale, in each case whether in a registered transaction without a prior marketing process or pursuant to Rule 144 under the Securities Act.

"***Board****"* shall mean the Board of Directors of PubCo.

"***business day***" means a day, other than a Saturday or Sunday, on which commercial banks in New York, New York are open for the general transaction of business.

"***Bylaws***" means the amended and restated bylaws of PubCo, as the same may be amended from time to time.

"***Certificate of Incorporation***" means the amended and restated certificate of incorporation of PubCo, as the same may be amended from time to time.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Common Stock***" shall mean shares of common stock, par value $0.0001 per share, of PubCo.

"***Compensation Committee***" shall have the meaning given in subsection 2.1.8.

"***Demanding Holder***" shall have the meaning given in subsection 3.1.3.

"***Equity Securities***" means, with respect to any Person, all of the shares of capital stock or equity of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or

acquisition from such Person of shares of capital stock or equity of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock or equity of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares or equity (or such other interests), restricted stock awards, restricted stock units, equity appreciation rights, phantom equity rights, profit participation and all of the other ownership or profit interests of such Person (including partnership or member interests therein), whether voting or nonvoting.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"***Form S-1 Shelf***" shall have the meaning given in subsection 3.1.1.

"***Form S-3 Shelf***" shall have the meaning given in subsection 3.1.1.

"***Governmental Entity***" means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court, arbitrator (public or private) or other body or administrative, regulatory or quasi-judicial authority, agency, department, board, commission or instrumentality of any federal, state, local or foreign jurisdiction.

"***Holder Information***" shall have the meaning given in subsection 5.1.2.

"***Holders***" shall have the meaning given in the Preamble hereto.

"***Independent Director***" shall mean a Director who qualifies as "independent" pursuant to the listing standards of the national securities exchange upon which the Common Stock is admitted to trading.

"***Laws***" means all laws, acts, statutes, constitutions, treaties, ordinances, codes, rules, regulations, and rulings of a Governmental Entity, including common law. All references to "Laws" shall be deemed to include any amendments thereto, and any successor Law, unless the context otherwise requires.

"***Maximum Number of Securities***" shall have the meaning given in subsection 3.1.4.

"***Minimum Takedown Threshold***" shall have the meaning given in subsection 3.1.3.

"***Misstatement***" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

"***Named Director***" shall have the meaning given in subsection 2.1.1(v).

"***NCG Committee***" shall have the meaning given in subsection 2.1.8.

"***Necessary Action***" means, with respect to any Party and a specified result, all actions (to the extent such actions are not prohibited by applicable Law and within such Party's control, and in the case of any action that requires a vote or other action on the part of the Board to the extent such action is consistent with fiduciary duties that PubCo's directors may have in such capacity) necessary to cause such result, including (a) calling special meetings of stockholders, (b) voting or providing a written consent or proxy, if applicable in each case, with respect to shares of Common Stock, (c) causing the adoption of stockholders' resolutions and amendments to the Organizational Documents, (d) executing agreements and instruments, (e) making, or causing to be made, with Governmental Entities, all filings, registrations or similar actions that are required to achieve such result and (f) nominating certain Persons (including to fill vacancies) and providing the highest level of support for election or removal for cause of such Persons to the Board in connection with the annual or any special meeting of stockholders of PubCo.

"***Original RRA***" means that certain Registration and Shareholder Rights Agreement, dated as of October 26, 2020.

"***Organizational Documents***" means the Certificate of Incorporation and the Bylaws.

"***Permitted Transferees***" (a) with respect to any Holder of Registrable Securities other than Searchlight, means (i) an Affiliate of such Holder or (ii) direct or indirect profit interest holder, limited partner, member, shareholders or other equity holder of, or other holder of equity interests in, such Holder and (b) with respect to Searchlight, has the meaning given in the Investment Agreement.

"***Person***" shall mean an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a Governmental Entity or any department, agency or political subdivision thereof.

"***Piggyback Registration***" shall have the meaning given in subsection 3.2.1.

"***Pre-Closing Holder Requesting Stockholders***" shall mean the ABRY Entities, Dotmar Investments Limited, Terridian Inc., Jarmess LLC and each of their respective Affiliates.

"***Pre-Closing Holder Director***" shall have the meaning given in subsection 2.1.1(i).

"***Pre-Closing Stockholders***" shall mean (i) the ABRY Entities, (ii) Dotmar Investments Limited, Terridian Inc., Jarmess LLC, (iii) the other signatories party to the Prior Original Agreement and (iv) each director and executive officer of PubCo from time to time that acquires Registrable Securities.

"***Principal Holder***" shall mean each of Sponsor, Searchlight and the ABRY Entities.

"***Prior Agreement***" shall have the meaning set forth in the recitals hereto.

"***Prior Original Date***" shall mean September 30, 2021.

"***Prospectus***" shall mean the prospectus included in any Registration Statement, (including a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance on Rules 430A or 430B under the Securities Act or any successor rule thereto), as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"***PubCo***" shall have the meaning given in the Preamble hereto.

"***Registrable Security***" shall mean at any time any outstanding shares of Common Stock or any other equity security (including warrants to purchase shares of Common Stock and shares of Common Stock issued or issuable upon the exercise of any other equity security) of PubCo held by a Holder and any security into which such shares of Common Stock or other equity security shall have been converted or exchanged in connection with a recapitalization, reorganization, reclassification, merger, consolidation, exchange, distribution or otherwise, in each case other than any security received pursuant to an incentive plan adopted by PubCo on or after the Prior Original Date; provided, however, that, as to any particular Registrable Security, such securities shall cease to constitute Registrable Securities upon the earliest to occur of: (w) the date on which such securities are disposed of pursuant to an effective registration statement under the Securities Act; (x) with respect to any Holder (other than Searchlight) and its Affiliates, the date on which such securities may be disposed of pursuant to Rule 144 (or any successor provision) promulgated under the Securities Act without limitation thereunder on volume or manner of sale, (y) with respect to Searchlight and its Affiliates that beneficially own less than three percent (3%) of the outstanding shares of the Common Stock in the aggregate, the date on which such securities may be disposed of pursuant to Rule 144 (or any successor provision) promulgated under the Securities Act without limitation thereunder on volume, manner

of sale or availability of current public information; and (z) the date on which such securities cease to be outstanding.

"***Registration***" shall mean a registration, including any related Shelf Takedown, effected by preparing and filing a registration statement, prospectus or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"***Registration Expenses***" shall mean the out-of-pocket expenses of a Registration, including the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Common Stock is then listed;

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for PubCo;

(E) reasonable fees and disbursements of all independent registered public accountants of PubCo incurred specifically in connection with such Registration; and

(F) reasonable fees and expenses of one (1) legal counsel selected by (i) the majority-in-interest of the Demanding Holders in an Underwritten Offering or (ii) in the case of a Piggyback Registration, the majority-in-interest of the Holders participating in such Piggyback Registration.

"***Registration Statement***" shall mean any registration statement that covers Registrable Securities pursuant to the provisions of this Investor Rights Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Representatives***" means, with respect to any Person, any of such Person's officers, directors, employees, agents, attorneys, accountants, actuaries, consultants, equity financing partners or financial advisors or other Person acting on behalf of such Person.

"***Requesting Holders***" shall have the meaning given in subsection 3.1.4.

"***Searchlight Director***" shall have the meaning given in subsection 2.1.1(iii).

"***Securities Act***" shall mean the Securities Act of 1933, as amended from time to time.

"***Shareholder Representative***" means ABRY Partners VII, L.P, or such other Person who is identified as the replacement Shareholder Representative by the then existing Shareholder Representative giving prior written notice to PubCo.

"***Shelf***" shall have the meaning given in subsection 3.1.1.

"***Shelf Registration***" shall mean a registration of securities pursuant to a Registration Statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

"***Shelf Takedown***" shall mean an Underwritten Shelf Takedown or any proposed transfer or sale using a Shelf Registration Statement, including a Piggyback Registration.

"***Sponsor***" shall have the meaning given in the Preamble hereto.

"***Subsequent Shelf Registration***" shall have the meaning given in subsection 3.1.2.

"***Underwriter***" shall mean any investment banker(s) and manager(s) appointed to administer the offering of any Registerable Securities as principal in an Underwriting Offering.

"***Underwritten Offering***" shall mean a Registration in which securities of PubCo are sold to an Underwriter for distribution to the public.

"***Underwritten Shelf Takedown***" shall have the meaning given in subsection 2.1.3.

"***Well-Known Seasoned Issuer***" shall have the meaning set forth in Rule 405 promulgated by the Commission pursuant to the Securities Act.

"***Withdrawal Notice***" shall have the meaning given in subsection 3.1.5.

ARTICLE II
GOVERNANCE

2.1 Board of Directors.

2.1.1 Composition of the Board. At and following the date hereof, PubCo shall take all Necessary Action to cause the Board to be comprised of up to ten (10) directors (subject to Section 2.3), selected as set forth herein. As of and, except as otherwise indicated below, following the date hereof, the Board shall include:

(i) up to two (2) directors designated to PubCo by the ABRY Entities (such directors and any of their respective successors designated pursuant to subsection 2.1.3, each, a "***Pre-Closing Holder Director***"); provided, that if the ABRY Entities and their respective Affiliates cease to own shares of Common Stock of PubCo representing greater than 5% of the total shares of Common Stock of PubCo then-outstanding, then the ABRY Entities shall not have the right to designate any directors to the Board and PubCo shall have no further obligations under this subsection 2.1.1(i);

(ii) up to two (2) directors designated to PubCo by the Sponsor (such directors and any of their respective successors designated pursuant to subsection 2.1.5, each, a "***Sponsor Director***"); provided, that if Sponsor and its Affiliates cease to own shares of Common Stock of PubCo representing greater than 5% of the total shares of Common Stock of PubCo then-outstanding, then the Sponsor shall not have the right to designate any directors to the Board and PubCo shall have no further obligations under this subsection 2.1.1(ii);

(iii) up to two (2) directors designated to PubCo by Searchlight (such directors, and any of their respective successors designated pursuant to subsection 2.1.4, each, a "***Searchlight Director***"); provided, that if Searchlight and its Affiliates cease to own at least 7,866,666 shares of Common Stock (including, for this purpose, shares underlying warrants to purchase shares of Common Stock) of PubCo in the aggregate (as proportionately adjusted for stock splits, stock dividends, combinations or reclassifications or the like) (such time, the "***Fall-Away of Purchaser Board Rights***"), then Searchlight shall not have the right to designate any directors to the Board and PubCo shall have no further obligations under this subsection 2.1.1(iii);

(iv) the chief executive officer of PubCo, whom shall initially be Ronald Totton;

(v) up to three (3) Independent Directors by recommendation of the NCG Committee, so long as, in each case, such person has been approved by the Board, which shall initially be as the date hereof, Timothy Donahue, H. Paulett Eberhart and Cheemin Bo-Linn (each, a "***Named Director***"); and

(vi) in the event of a reduction to the number of directors that a Principal Holder is entitled to designate pursuant to subsections (i), (ii) or (iii) above (such number, in the aggregate as among all Principal Holders, the "***Amount***"), up to such number of Independent Directors equal to the Amount (subject to Section 2.3) by recommendation of the NCG Committee, so long as, in each case, each such individual has been approved by the Board.

As of the date hereof, the foregoing directors are to be divided into three (3) classes of directors, with each class serving for staggered three (3)-year terms commencing as of the Effective Date as follows:

(b) The Class I directors shall include: (x) two (2) Independent Directors nominated by the NCG Committee and approved by the Board (selected for Class I by the NCG Committee) (y) subject to subsection (vi) of subsection 2.1.1, one (1) Searchlight Director designated by Searchlight (selected for Class I by Searchlight) and (z) subject to subsection (vi) of subsection 2.1.1, one (1) Sponsor Director designated by the Sponsor (selected for Class I by the Sponsor);

(c) The Class II directors shall include: (x) subject to subsection (vi) of subsection 2.1.1, one (1) Searchlight Director designated by Searchlight (selected for Class II by Searchlight), (y) subject to subsection (vi) of subsection 2.1.1, one (1) Sponsor Director designated by the Sponsor (selected for Class II by the Sponsor) and (z) one (1) Independent Director nominated by the NCG Committee and approved by the Board (selected for Class II by the NCG Committee); and

(d) The Class III directors shall include: (x) the CEO of PubCo and (y) subject to subsection (vi) of subsection 2.1.1 two (2) Pre-Closing Holder Directors designated by the ABRY Entities (selected for Class III by the ABRY Entities).

The current term of the Class I directors shall expire immediately following PubCo's 2025 annual meeting of stockholders at which directors are elected. The current term of the Class II directors shall expire immediately following PubCo's 2026 annual meeting of stockholders at which directors are elected. The current term of the Class III directors shall expire immediately following PubCo's 2024 annual meeting at which directors are elected. For the avoidance of doubt, the designation of a director in accordance with the foregoing shall be in the sole discretion of the Sponsor, Searchlight and the ABRY Entities, as applicable, and, if the Sponsor, Searchlight or the ABRY Entities, as applicable, elect not to so designate a director in accordance with the foregoing, such seats shall remain vacant until filled in accordance herewith.

2.1.2 Chairperson of the Board. PubCo shall take all Necessary Action to ensure that the Chairperson of the Board (who, as of the date hereof, shall be Timothy Donahue) is a director selected by a majority of the Board.

2.1.3 Pre-Closing Holder Representation. Subject to subsection 2.1.11 hereof, the ABRY Entities shall have the right to designate the replacement for any Pre-Closing Holder Director designated by the ABRY Entities. PubCo shall take all Necessary Action to ensure that such designees are included on the slate of nominees recommended by PubCo for election as directors in any shareholder meeting electing such replacement directors.

2.1.4 Searchlight Representation. Subject to subsection 2.1.11 hereof, Searchlight shall have the right to designate the replacement for any Searchlight Director designated by Searchlight. PubCo shall take all Necessary Action to ensure that such designee is included on the slate of nominees recommended by PubCo for election as directors in any shareholder meeting electing such replacement director.

2.1.5 Sponsor Representation. Subject to subsection 2.1.11 hereof, Sponsor shall have the right to designate the replacement for any Sponsor Director designated by Sponsor. PubCo shall take all Necessary Action to ensure that such designees are included on the slate of nominees recommended by PubCo for election as directors in any shareholder meeting electing such replacement directors.

2.1.6 Reserved.

2.1.7 Removal; Vacancies.

(a) Each Holder agrees to vote, or cause to be voted, all shares of Common Stock owned by such Holder, or over which such Holder has voting control, and PubCo agrees to take all Necessary Action, in each case, from time to time and at all times, as applicable, in whatever manner as shall be necessary to ensure:

(i) the removal for cause of any director designated to PubCo by the ABRY Entities, Searchlight or the Sponsor in accordance with subsection 2.1.1, in each case, upon the written request of the ABRY Entities, Searchlight or Sponsor, respectively; and

(ii) that the vacancy, caused by reason of death, removal for cause or resignation, of any director designated to PubCo by the ABRY Entities, Searchlight or the Sponsor be filled by the replacement director designated to PubCo by the ABRY Entities, Searchlight or the Sponsor, respectively, as promptly as practicable after such designation (and in any event prior to the next meeting or action of the Board or applicable committee).

(b) Notwithstanding anything in Section 2.1 to the contrary and without in any way expanding the director designation rights set forth in subsection 2.1.1(a), promptly following such time as any of the ABRY Entities' or Sponsor's (together with their respective Affiliates') ownership of shares of Common Stock equals or falls below 5% of the total shares of Common Stock of PubCo then-outstanding, the ABRY Entities or Sponsor, as applicable, shall cause their applicable director designees to promptly tender their respective resignations from the Board and any committee of the Board on which such directors then sit. Promptly following the Fall-Away of Purchaser Board Rights, Searchlight shall cause the Searchlight Directors to promptly tender their respective resignations from the Board and any committee of the Board on which such directors then sits.

2.1.8 Committees. In accordance with PubCo's Organizational Documents, (i) the Board shall establish and maintain committees of the Board for (x) Audit (the "***Audit Committee***"), (y) Compensation (the "***Compensation Committee***") and (z) Nominating and Corporate Governance (the "***NCG Committee***"), and (ii) the Board may from time to time by resolution establish and maintain other committees of the Board. Subject to applicable Laws and stock exchange regulations, and subject to requisite independence requirements applicable to such committee, each committee will have three (3) to four (4) members at the discretion of the Board; provided, that for so long as Searchlight is entitled to designate a director pursuant to Section 2.1 and has designated an Independent Director, PubCo shall take all Necessary Action such that a Searchlight Director serves on each of the Compensation Committee and NCG Committee.

2.1.9 Reimbursement of Expenses. PubCo shall reimburse the directors for all reasonable and documented out-of-pocket expenses incurred in connection with their attendance at meetings of the Board and any committees thereof, including travel, lodging and meal expenses.

2.1.10 Indemnification.

For so long as any Pre-Closing Holder Director, Searchlight Director or Sponsor Director serves as a director of PubCo, (i) PubCo shall provide all members of the Board with the same expense reimbursement, benefits, indemnity, exculpation and other arrangements, and (ii) PubCo shall not amend, alter or repeal any right to indemnification or exculpation covering or benefiting any Pre-Closing Holder Director, Searchlight Director or

Sponsor Director nominated pursuant to this Investor Rights Agreement as and to the extent consistent with applicable Law, the Certificate of Incorporation, the Bylaws and any indemnification agreements with such directors (whether such right is contained in the Organizational Documents or another document) (except to the extent such amendment or alteration permits PubCo to provide broader indemnification or exculpation rights on a retroactive basis than permitted prior thereto).

2.1.11 Review of Nominees. Any nominee as a Pre-Closing Holder Director, Searchlight Director or Sponsor Director shall be subject to PubCo's customary due diligence process, including its review of a completed questionnaire and a background check. Based on the foregoing, PubCo may reasonably object to any such nominee within fifteen (15) days of receiving such completed questionnaire and background check authorization, (i) provided it does so in good faith and (ii) solely to the extent such objection is based upon any of the following: (1) such nominee was convicted in a criminal proceeding or is a named subject of a pending criminal proceeding (in each case, excluding traffic violations and other minor offenses); (2) such nominee was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated of any court of competent jurisdiction, permanently or temporarily enjoining such proposed director from, or otherwise limiting, the following activities: (A) engaging in any type of business practice, or (B) engaging in any activity in connection with the purchase or sale of any security or in connection with any violation of federal or state securities laws; (3) such nominee was the subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any federal or state authority barring, suspending or otherwise limiting for more than sixty (60) days the right of such person to engage in any activity described in clause (2)(B), or to be associated with persons engaged in such activity; (4) such nominee was found by a court of competent jurisdiction in a civil action or by the SEC to have violated any federal or state securities law, and the judgment in such civil action or finding by the SEC has not been subsequently reversed, suspended or vacated; or (5) such nominee was the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree or finding, not subsequently reversed, suspended or vacated, relating to a violation of any federal or state securities laws or regulations. In the event the Board reasonably finds any such nominee to be unsuitable based upon one or more of the foregoing clauses (1) through (5) inclusive, and reasonably objects to such nominated director, the applicable Holder shall be entitled to propose a different nominee to the Board and such replacement nominee shall be subject to the review process outlined in this subsection 2.1.11.

2.2 Company Cooperation. PubCo shall (i) take all Necessary Action to cause the Board to consist of the number of directors specified in Section 2.1 and include in the slate of nominees to be voted upon by the stockholders of PubCo the Persons designated for nomination to the Board in accordance with Section 2.1, and (ii) use its reasonable best efforts to cause the applicable Principal Holder's nominees designated pursuant to Section 2.1 to be elected to the Board, including by causing the Board to recommend that PubCo's stockholders vote in favor of such Persons in any proxy statement used by PubCo to solicit the vote of its stockholders in connection with each meeting of PubCo's stockholders.

2.3 NYSE Independence Requirements. Notwithstanding anything to the contrary herein, if at any time the directors then-nominated or currently serving on the Board do not collectively comply with any numerical independence requirements under applicable Law or stock exchange rules in respect of the composition of the Board, then the Board, acting in good faith solely for purposes of remedying any such non-compliance with applicable Law or stock exchange rules, may increase the size of the Board to the extent necessary to accommodate such number of additional Independent Directors to be nominated in order to allow the Board to comply with such applicable Law or stock exchange rule; provided, that if such non-compliance ceases then PubCo shall cause the size of the Board to be as set forth in Section 2.1.

2.4 Sharing of Information. To the extent permitted by antitrust, competition or any other applicable Law, each of PubCo, the ABRY Entities, Searchlight and Sponsor agree and acknowledge that the directors (including those designated by the ABRY Entities, Searchlight and Sponsor) may share confidential, non-public information about PubCo and its subsidiaries ("***Confidential Information***") with the ABRY Entities, Searchlight or Sponsor, as applicable, and their respective Affiliates and Representatives. Each of the ABRY Entities, Searchlight and Sponsor recognizes that it, or its Affiliates and Representatives, has acquired or will acquire Confidential Information the use or disclosure of which could cause PubCo substantial loss and damages that could not be readily calculated and for which no remedy at Law would be adequate. Accordingly, each of the ABRY Entities,

Searchlight and Sponsor covenants and agrees with PubCo that it will not (and will cause its respective controlled Affiliates and Representatives not to) at any time, except with the prior written consent of PubCo, directly or indirectly, disclose any Confidential Information known to it to any third party, unless (a) such information becomes known to the public through no fault of such party in violation of this Investor Rights Agreement, (b) disclosure is required by applicable Law (including any filing following the Prior Original Date with the SEC pursuant to applicable securities laws) or court of competent jurisdiction or requested by a Governmental Entity; provided, that (other than in the case of any required filing following the Prior Original Date with the SEC or in connection with any Regulatory Inquiry, for which notification shall expressly not be required) such party promptly notifies PubCo of such requirement or request and takes commercially reasonable steps, at the sole cost and expense of PubCo, to minimize the extent of any such required disclosure, (c) such information was available or becomes available to such party hereto before, on or after the Effective Date, without restriction, from a source (other than PubCo) without any breach of duty to PubCo or any of its Subsidiaries or (d) such information was independently developed by such party hereto or its Representatives without the use of, or reference to, the Confidential Information. Notwithstanding the foregoing, nothing in this Investor Rights Agreement shall prohibit the ABRY Entities, Searchlight and/or Sponsor from disclosing Confidential Information (x) to any Affiliate, Representative, limited partner, member, shareholder or other equity holder of such Party, provided, that such Person shall be bound by an obligation of confidentiality with respect to such Confidential Information and such party shall be responsible for any breach of this Section 2.4 by any such Person or (y) if such disclosure is made pursuant to any examinations, audits, investigations, regulatory sweeps or other regulatory inquiries by regulatory agencies, self- regulatory organizations, governmental agencies or examiners thereof (each a "***Regulatory Inquiry***") with jurisdiction over such party hereto in connection with a Regulatory Inquiry that is not specifically directed at PubCo or the Confidential Information, provided that such party hereto shall request that confidential treatment be accorded to any Confidential Information so disclosed. No Confidential Information shall be deemed to be provided to any Person, including any Affiliate or portfolio company of a Pre-Closing Stockholder, Searchlight or Sponsor (including if any Pre-Closing Holder Director, Searchlight Director or Sponsor Director is also a director or member of a governing body of such Person), unless such Confidential Information is actually provided to such Person.

2.5 Termination. This Article II and the rights and obligations of the parties hereunder shall terminate with respect to each Principal Holder as set forth in subsection 2.1.1.

ARTICLE III
REGISTRATIONS AND OFFERINGS

3.1 Shelf Registration.

3.1.1 Filing. PubCo shall file on April 1, 2024 a Registration Statement for a Shelf Registration on Form S-3 (the "***Form S-3 Shelf***") (provided, that (i) if PubCo is ineligible to use a Form S-3 Shelf on or after April 1, 2024, then PubCo shall file and cause to be effective on or prior to April 15, 2024, a Registration Statement for a Shelf Registration on Form S-l (the "***Form S-l Shelf***" and together with the Form S-3 Shelf (and any Subsequent Shelf Registration), the "***Shelf***") and (ii) if PubCo redeems or repurchases the Series A Preferred Stock in full (whether before, on or after April 1, 2024) and on such date PubCo is ineligible to use a Form S-3 Shelf, then PubCo shall file and cause to be effective a Form S-1 Shelf as soon as possible following such redemption or repurchase), in each case, covering the resale of all the Registrable Securities of Searchlight (the "***Searchlight Shelf***") (determined as of two business days prior to such filing) on a delayed or continuous basis. PubCo shall use its commercially reasonable efforts to cause the Shelf to become effective as soon as practicable after such filing, it being agreed that any Form S-3 Shelf shall be an Automatic Shelf Registration Statement if PubCo is a Well-Known Seasoned Issuer. The Shelf shall provide for the resale of the Registrable Securities of Searchlight included therein pursuant to any method or combination of methods legally available to, and requested by, Searchlight. PubCo shall maintain a Shelf in accordance with the terms hereof with respect to all Registrable Securities, and shall prepare and file with the SEC such amendments, including post-effective amendments, and supplements as may be necessary to keep such Shelf continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. In the event PubCo files a Form S-l Shelf, PubCo shall use its commercially reasonable efforts to convert the Form S-l Shelf (and any Subsequent Shelf Registration) to a Form S-3 Shelf as soon as practicable after PubCo is eligible to use Form S-3.

3.1.2 Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, PubCo shall use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including obtaining the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "***Subsequent Shelf Registration***") registering the resale of all Registrable Securities from time to time, and pursuant to any method or combination of methods legally available to, and requested by, any Holder. If a Subsequent Shelf Registration is filed, PubCo shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration shall be an Automatic Shelf Registration Statement if PubCo is a Well-Known Seasoned Issuer) and (ii) keep such Subsequent Shelf Registration continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf Registration shall be on Form S-3 to the extent that PubCo is eligible to use such form. Otherwise, such Subsequent Shelf Registration shall be on another appropriate form. In the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, PubCo, upon request of a Holder, shall promptly use its commercially reasonable efforts to cause the resale of such Registrable Securities to be covered by either, at PubCo's option, the Shelf (including by means of a post-effective amendment) or a Subsequent Shelf Registration and cause the same to become effective as soon as practicable after such filing and such Shelf or Subsequent Shelf Registration shall be subject to the terms hereof.

3.1.3 Requests for Underwritten Shelf Takedowns. At any time and from time to time, the Sponsor and any Pre-Closing Holder Requesting Stockholder and, at any time and from time to time after the Searchlight Shelf has been declared effective by the Commission, Searchlight, may request to sell all or any portion of its Registrable Securities in an underwritten offering that is registered pursuant to the Shelf (each, an "***Underwritten Shelf Takedown***"), provided that PubCo shall only be obligated to effect an Underwritten Shelf Takedown if such offering shall include either (x) securities with a total offering price (including piggyback securities and before deduction of underwriting discounts) reasonably expected to exceed, in the aggregate, (1) in the case of the Sponsor or any Pre-Closing Holder Requesting Stockholder, $25,000,000 or (2) in the case of Searchlight, $5,000,000, or (y) all remaining Registrable Securities held by the requesting Holder (the "***Minimum Takedown Threshold***") All requests for Underwritten Shelf Takedowns shall be made by giving written notice to PubCo, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown and the expected price range (net of underwriting discounts and commissions) of such Underwritten Shelf Takedown. The Holders that requested such Underwritten Shelf Takedown (the "***Demanding Holders***") shall have the right to select the Underwriters for such offering (which shall consist of one or more reputable nationally recognized investment banks), subject to PubCo's prior approval which shall not be unreasonably withheld, conditioned or delayed. The Sponsor may demand four Underwritten Shelf Takedowns each fiscal year, Searchlight may demand four Underwritten Shelf Takedowns each fiscal year and the Pre-Closing Holder Requesting Stockholders (on a collective basis) may demand four Underwritten Shelf Takedowns each fiscal year; provided, that no demand for an Underwritten Shelf Takedown may be made prior to 45 days following the consummation of another Underwritten Shelf Takedown.

3.1.4 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Shelf Takedown, in good faith, advises PubCo, the Demanding Holders and the Holders requesting piggy back rights pursuant to this Investor Rights Agreement with respect to such Underwritten Shelf Takedown (the "***Requesting Holders***") (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other shares of Common Stock or other equity securities that PubCo desires to sell and all other shares of Common Stock or other equity securities, if any, that have been requested to be sold in such Underwritten Offering pursuant to separate written contractual piggy-back registration rights held by any other stockholders who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the

"***Maximum Number of Securities***"), then PubCo shall include in such Underwritten Offering, (i) the Registrable Securities that can be sold without exceeding the Maximum Number of Securities pro rata among such Holders on the basis of the number of Registrable Securities requested to be included by each such Holder, (ii) to the extent that the Maximum Number of Securities has not been reached, the Common Stock or other equity securities of other persons or entities that PubCo is obligated to include in such Underwritten Offering pursuant to separate written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Securities, and (iii) to the extent that the Maximum Number of Securities has not been reached, such number of shares of Common Stock or other equity securities proposed to be sold by PubCo until the Maximum Number of Securities is reached. Notwithstanding anything herein to the contrary, if the Maximum Number of Securities is less than 75% of the number of Registrable Securities requested by the Holders to be included in such Underwritten Shelf Takedown, such Underwritten Shelf Takedown shall not count as an Underwritten Shelf Takedown demanded by any Holder for purposes of subsection 3.1.3.

3.1.5 Withdrawal. A majority-in-interest of the Demanding Holders initiating a Shelf Takedown shall have the right to withdraw from a Shelf Takedown for any or no reason whatsoever upon written notification (a "***Withdrawal Notice***") to PubCo and the Underwriter or Underwriters (if any) of their intention to withdraw from such Shelf Takedown; provided, that the Sponsor, Searchlight or any Pre-Closing Holder Requesting Stockholder may elect to have PubCo continue an Underwritten Shelf Takedown if the Minimum Takedown Threshold would still be satisfied. If withdrawn, a demand for an Underwritten Shelf Takedown shall constitute a demand for an Underwritten Shelf Takedown for purposes of subsection 3.1.3, unless either (i) the Demanding Holder has not previously withdrawn any Underwritten Shelf Takedown or (ii) the Demanding Holder reimburses PubCo for all Registration Expenses with respect to such Underwritten Shelf Takedown; provided, that if a Holder elects to continue an Underwritten Shelf Takedown pursuant to the proviso in the immediately preceding sentence, such Underwritten Shelf Takedown shall count as an Underwritten Shelf Takedown demanded by such Holder for purposes of subsection 3.1.3. Following the receipt of any Withdrawal Notice, PubCo shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Shelf Takedown. Notwithstanding anything to the contrary in this Investor Rights Agreement, PubCo shall be responsible for the Registration Expenses incurred in connection with a Shelf Takedown prior to its withdrawal under this subsection 3.1.5, other than if a Demanding Holder elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this subsection 3.1.5.

3.2 Piggyback Registration.

3.2.1 Piggyback Rights. If PubCo or any Holder proposes to conduct a registered offering of, or if PubCo proposes to file a Registration Statement under the Securities Act with respect to an offering of, equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of PubCo (or by PubCo and by the stockholders of PubCo including an Underwritten Shelf Takedown pursuant to Section 3.1 hereof), other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to PubCo's existing stockholders, (iii) for an offering of debt that is convertible into equity securities of PubCo or (iv) for a dividend reinvestment plan, then PubCo shall give written notice of such proposed offering to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement or, in the case of an underwritten offering pursuant to a Shelf Registration, the launch date of such offering, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, a good faith estimate of the proposed maximum offering price of such securities, and the name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to include in such registered offering such number of Registrable Securities as such Holders may request in writing within seven (7) days after receipt of such written notice (such registered offering, a "***Piggyback Registration***"). PubCo shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering to permit the Registrable Securities requested by the Holders pursuant to this subsection 3.2.1 to be included in a Piggyback Registration on the same terms and conditions as any similar securities of PubCo included in such registered offering and to permit the sale or other disposition of such

Registrable Securities in accordance with the intended method(s) of distribution thereof. The inclusion of any Holder's Registrable Securities in a Piggyback Registration shall be subject to such Holder's agreement to enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering. Notwithstanding anything herein to the contrary, a Principal Holder effecting a Block Sale shall provide prompt written notice (but in no event later than twenty-four (24) hours prior to such Block Sale) to PubCo and any other Principal Holder setting forth the timeline for such offering to permit participation by any such other Principal Holder in such offering, and such other Principal Holder shall be entitled to participate in such Block Sale so long as such participation of such other Principal Holder does not materially delay the proposed timeline of such Block Sale specified in the notice.

3.2.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Offering that is to be a Piggyback Registration, in good faith, advises PubCo and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of shares of Common Stock or other equity securities that PubCo desires to sell, taken together with (i) the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 3.2 hereof, and (iii) the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of PubCo, exceeds the Maximum Number of Securities, then:

(a) If the Registration or registered offering is undertaken for PubCo's account, PubCo shall include in any such Registration or registered offering the number of shares of Common Stock or other equity securities proposed to be sold by PubCo, and thereafter, the Registrable Securities that can be sold without exceeding the Maximum Number of Securities pro rata among such Holders on the basis of the number of Registrable Securities requested to be included by each such Holder and, to the extent that the Maximum Number of Securities has not been reached, the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to written contractual piggy-back registration rights of other stockholders of PubCo, which can be sold without exceeding the Maximum Number of Securities;

(b) If the Registration or registered offering is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then PubCo shall include in any such Registration or registered offering (A) first, the shares of Common Stock or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 3.2.1, pro rata among such Holders on the basis of the number of Registrable Securities requested to be included by each such Holder, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other equity securities that PubCo desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the shares of Common Stock or other equity securities for the account of other persons or entities that PubCo is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities; and

(c) If the Registration or registered offering is pursuant to a request by any of the Holders of Registrable Securities pursuant toSection 3.1, then the provisions of subsection 3.1.4 shall apply.

3.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to PubCo and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration or, in the case of a Piggyback Registration pursuant to a Shelf Registration, the filing of the

applicable "red herring" prospectus or prospectus supplement with respect to such Piggyback Registration used for marketing such transaction. PubCo (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration (which, in no circumstance, shall include the Shelf) at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Investor Rights Agreement, PubCo shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this subsection 3.2.3.

3.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, subject to subsection 3.1.5 any Piggyback Registration effected pursuant to Section 3.2 hereof shall not be counted as a demand for an Underwritten Shelf Takedown undersubsection 3.1.3 hereof.

3.2.5 Lockup. In connection with any Underwritten Offering of equity securities of PubCo, each Holder agrees that it shall not transfer any shares of Common Stock (other than those included in such offering pursuant to this Investor Rights Agreement), without the prior written consent of PubCo, during the seven (7) days prior to and the ninety(90)-day period beginning on the date of pricing of such offering, except in the event the Underwriters managing the offering otherwise agree by written consent. Each Holder agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders). Notwithstanding the foregoing, with respect to an Underwritten Offering, a Holder shall not be subject to this Section 3.3 with respect to an Underwritten Offering unless each stockholder of PubCo that (together with their Affiliates) hold at least 5% of the issued and outstanding Common Stock and each of PubCo's directors and officers have executed a lock-up on terms at least as restrictive with respect to such Underwritten Offering as requested of the Holders. A Holder's obligations under this Section 3.3 shall only apply for so long as such Holder (together with its Affiliates) holds at least 5% of the issued and outstanding Common Stock.

ARTICLE IV
COMPANY PROCEDURES

4.1 General Procedures. In connection with any Shelf and/or Shelf Takedown, PubCo shall use its best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto PubCo shall, as expeditiously as possible:

4.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold;

4.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by any Holder that holds at least five (5) percent of the Registrable Securities registered on such Registration Statement or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by PubCo or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

4.1.3 prior to filing a Registration Statement or prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable

Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

4.1.4 prior to any public offering of Registrable Securities, use its best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request (or provide evidence satisfactory to such Holders that the Registrable Securities are exempt from such registration or qualification) and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of PubCo and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that PubCo shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

4.1.5 cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by PubCo are then listed;

4.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

4.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

4.1.8 at least five (5) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus furnish a copy thereof to each seller of such Registrable Securities or its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein);

4.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 4.4 hereof;

4.1.10 permit a representative of each of the participating Holders, the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate, at each such Person's own expense (except to the extent such expense is included in Registration Expenses), in the preparation of the Registration Statement, and cause PubCo's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, however, that such representatives or Underwriters agree to confidentiality arrangements reasonably satisfactory to PubCo, prior to the release or disclosure of any such information; and provided, further, PubCo may not include the name of any Holder or any information regarding any Holder in any Registration Statement or Prospectus, any amendment or supplement to such Registration Statement or Prospectus, any document into such Registration Statement or Prospectus, or any response to any comment letter, without the prior written consent of such Holder and providing each such Holder a reasonable amount of time to review and comment on such applicable document, which comments PubCo shall include unless contrary to applicable law;

4.1.11 obtain a "cold comfort" letter from PubCo's independent registered public accountants in the event of an Underwritten Offering, in customary form and covering such matters of the type customarily covered

by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

4.1.12 on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion and negative assurance letter, dated such date, of counsel representing PubCo for the purposes of such Registration, addressed to the Holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion and negative assurance letter is being given as the Holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to a majority in interest of the participating Holders;

4.1.13 in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter of such offering;

4.1.14 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of PubCo's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule then in effect);

4.1.15 use its reasonable efforts to make available senior executives of PubCo to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in an Underwritten Offering; and

4.1.16 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, in connection with such Registration.

4.2 Registration Expenses. Except as otherwise provided herein, the Registration Expenses of all Registrations shall be borne by PubCo. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees and, other than as set forth in the definition of "***Registration Expenses***," all reasonable fees and expenses of any legal counsel representing the Holders.

4.3 Requirements for Participation in Underwritten Offerings Notwithstanding anything in this Investor Rights Agreement to the contrary, if any Holder does not provide PubCo with its requested Holder Information, PubCo may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if PubCo determines, based on the advice of counsel, that such information is necessary to effect the registration and such Holder continues thereafter to withhold such information. No person may participate in any Underwritten Offering for equity securities of PubCo pursuant to a Registration initiated by PubCo hereunder unless such person (i) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved by PubCo and (ii) without limiting Section 3.3, completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements (if required pursuant to Section 3.3), underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements. The exclusion of a Holder's Registrable Securities as a result of this Section 4.3 shall not affect the registration of the other Registrable Securities to be included in such Registration.

4.4 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from PubCo that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that PubCo hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until it is advised in writing by PubCo that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would require PubCo to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to PubCo for reasons beyond PubCo's control, PubCo may, upon giving prompt written notice of such action to the Holders, delay the filing or

initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event more than thirty (30) days, determined in good faith by PubCo to be necessary for such purpose; provided that such right to delay or suspend shall be exercised by PubCo not more than three (3) times in any twelve (12)-month period. In the event PubCo exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. PubCo shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 4.4.

4.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, PubCo, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by PubCo after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings; provided that any documents publicly filed or furnished with the Commission pursuant to the Electronic Data Gathering, Analysis and Retrieval System shall be deemed to have been furnished or delivered to the Holders pursuant to this Section 4.5. PubCo further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule then in effect), including providing any legal opinions and instructing its transfer agent to remove any legends in connection therewith. Upon the request of any Holder, PubCo shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

4.6 Other Obligations. In connection with a sale, disposition, pledge, hypothecation or transfer of Registrable Securities exempt from Section 5 of the Securities Act or through any broker-dealer transactions described in the plan of distribution set forth within the Prospectus and pursuant to the Registration Statement of which such Prospectus forms a part, PubCo shall, subject to the receipt of the any customary documentation required from the applicable Holders in connection therewith, (i) promptly instruct its transfer agent to remove any restrictive legends applicable to the Registrable Securities being sold or transferred and (ii) cause its legal counsel to deliver the necessary legal opinions, if any, to the transfer agent in connection with the instruction under subclause (i). In addition, PubCo shall cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders (including the execution of customary agreements), in connection with the aforementioned sales, dispositions, pledges, hypothecations or transfers; provided, however, that PubCo shall have no obligation to participate in any "road shows" or assist with the preparation of any offering memoranda or related documentation with respect to any sale or transfer of Registrable Securities in any transaction that does not constitute an Underwritten Offering.

ARTICLE V
INDEMNIFICATION AND CONTRIBUTION

5.1 Indemnification.

5.1.1 PubCo agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors and agents, and each person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including attorneys' fees) caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in the case of the Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto, in light of the circumstances under which it was made, not misleading, except insofar as the same are contained in any information furnished in writing to PubCo by such Holder expressly for use therein. PubCo shall indemnify the Underwriters, their officers and directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

5.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to PubCo in writing such information and affidavits as PubCo reasonably requests for use in connection with any such Registration Statement or Prospectus (the "***Holder Information***") and, to the extent permitted by law, shall indemnify PubCo, its directors, officers and agents and each person who controls PubCo (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees) caused by any untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the case of the Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto, in light of the circumstances under which it was made, not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of PubCo.

5.1.3 Any person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim (and, if necessary, one local counsel), unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

5.1.4 The indemnification provided for under this Investor Rights Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities.

5.1.5 If the indemnification provided under Section 5.1 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this subsection 5.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 5.1.1, 5.1.2 and 5.1.3 above, any legal or other fees,

charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 5.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 5.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 5.1.5 from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE VI
MISCELLANEOUS

6.1 Notices. Any notice or communication under this Investor Rights Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery or electronic mail. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery or electronic mail, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Investor Rights Agreement must be addressed, if to PubCo to: KORE Group Holdings, Inc., 875 3rd Avenue, 11th Floor, New York, NY 10022, Attn: Romil Bahl, Jack Kennedy, E-mail: rbahl@korewireless.com, jkennedy@korewireless.com, and, if to any Holder, at such Holder's address as set forth in PubCo's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 6.1.

6.2 Representations and Warranties of the Parties. Each of the parties hereby represents and warrants to each of the other parties as follows:

6.2.1 Such party, to the extent applicable, is duly organized or incorporated, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation and has all requisite power and authority to conduct its business as it is now being conducted and is proposed to be conducted.

6.2.2 Such party has the full power, authority and legal right to execute, deliver and perform this Investor Rights Agreement. The execution, delivery and performance of this Investor Rights Agreement have been duly authorized by all necessary action, corporate or otherwise, of such party. This Investor Rights Agreement has been duly executed and delivered by such party and constitutes its, his or her legal, valid and binding obligation, enforceable against it, him or her in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally.

6.2.3 The execution and delivery by such party of this Investor Rights Agreement, the performance by such party of its, his or her obligations hereunder by such party does not and will not violate (i) in the case of parties who are not individuals, any provision of its by-laws, charter, articles of association, partnership agreement or other similar organizational document, (ii) any provision of any material agreement to which it, he or she is a party or by which it, he or she is bound or (iii) any law, rule, regulation, judgment, order or decree to which it, he or she is subject.

6.2.4 Such party is not currently in violation of any law, rule, regulation, judgment, order or decree, which violation could reasonably be expected at any time to have a material adverse effect upon such party's ability to enter into this Investor Rights Agreement or to perform its, his or her obligations hereunder.

6.2.5 There is no pending legal action, suit or proceeding that would materially and adversely affect the ability of such party to enter into this Investor Rights Agreement or to perform its, his or her obligations hereunder.

6.3 Specific Performance. Each party hereby agrees and acknowledges that it will be impossible to measure in money the damages that would be suffered if the parties fail to comply with any of the obligations imposed on them by this Investor Rights Agreement (including the failure to take such actions as are required of them under this Investor Rights Agreement) and that, in the event of any such failure, an aggrieved party will be irreparably damaged and will not, even if available, have an adequate remedy at Law. Any such party shall, therefore, be entitled (in addition to any other remedy to which such party may be entitled at Law or in equity) to injunctive relief, specific performance, or other equitable relief to prevent breaches of this Investor Rights Agreement and to enforce such obligations, without the posting of any bond or other security and without proof of damages, this being in addition to any other remedy to which they are entitled under this Investor Rights Agreement, and if any action should be brought in equity to enforce any of the provisions of this Investor Rights Agreement, none of the parties shall oppose the granting of specific performance and other equitable relief on the basis that the other parties have an adequate remedy at Law. Further, each party agrees and acknowledges that the right of specific enforcement is an integral part of this Investor Rights Agreement and without that right, none of the parties would have entered into this Investor Rights Agreement.

6.4 Subsequent Acquisition of Shares. Any Equity Securities of PubCo acquired subsequent to the Effective Date by a Holder shall be subject to the terms and conditions of this Investor Rights Agreement and such shares shall be considered to be "Registrable Securities" as such term is used in this Investor Rights Agreement.

6.5 Consents, Approvals and Actions. If any consent, approval or action of the Pre-Closing Stockholders, the Sponsor or Searchlight is required at any time pursuant to this Investor Rights Agreement, such consent, approval or action shall be deemed given if the holders of a majority of the outstanding Equity Securities of PubCo held by the Pre-Closing Stockholders, the Sponsor, or Searchlight, as applicable, at such time provide such consent, approval or action in writing at such time.

6.6 Not a Group; Independent Nature of Holders' Obligations and Rights. The Holders and PubCo agree that the arrangements contemplated by this Investor Rights Agreement are not intended to constitute the formation of a "group" (as defined in Section 13(d)(3) of the Exchange Act). Each Holder agrees that, for purposes of determining beneficial ownership of such Holder, it shall disclaim any beneficial ownership by virtue of this Investor Rights Agreement of PubCo's Equity Securities owned by the other Holders, and PubCo agrees to recognize such disclaimer in its Exchange Act and Securities Act reports. The obligations of each Holder under this Investor Rights Agreement are several and not joint with the obligations of any other Holder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder under this Investor Rights Agreement. Nothing contained herein, and no action taken by any Holder pursuant hereto, shall be deemed to constitute the Holders as, and PubCo acknowledges that the Holders do not so constitute, a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Holders are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by this Investor Rights Agreement, and PubCo acknowledges that the Holders are not acting in concert or as a group, and PubCo shall not assert any such claim, with respect to such obligations or the transactions contemplated by this Investor Rights Agreement. The decision of each Holder to enter into this Investor Rights Agreement has been made by such Holder independently of any other Holder. Each Holder acknowledges that no other Holder has acted as agent for such Holder in connection with such Holder making its investment in PubCo and that no other Holder will be acting as agent of such Holder in connection with monitoring such Holder's investment in the Common Stock or enforcing its rights under this Investor Rights Agreement. PubCo and each Holder confirms that each Holder has had the opportunity to independently participate with PubCo and its subsidiaries in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Each Holder shall be entitled to independently protect and enforce its rights, including the rights arising out of this Investor Rights Agreement, and it shall not be necessary for any other Holder to be joined as an additional party in any proceeding for such purpose. The use of a single agreement to effectuate the rights and obligations contemplated hereby was solely in the control of PubCo, not the action or decision of any Holder, and was done solely for the convenience of PubCo and its subsidiaries and not because it was required to do so by any Holder. It is expressly understood and agreed that each provision contained in this Investor Rights Agreement is between PubCo and a Holder, solely, and not between PubCo and the Holders collectively and not between and among the Holders.

6.7 Other Business Opportunities.

6.7.1 The Parties expressly acknowledge and agree that to the fullest extent permitted by applicable law: (i) each of the Pre-Closing Stockholders Searchlight and the Sponsor (including in the case of the ABRY Entities, Searchlight and Sponsor, (A) its Affiliates, (B) any portfolio company in which it or any of its investment fund Affiliates have made a debt or equity investment (and vice versa) or (C) any of their respective limited partners, non-managing members or other similar direct or indirect investors) and the Pre-Closing Holder Directors, the Searchlight Directors and the Sponsor Directors has the right to, and shall have no duty (fiduciary, contractual or otherwise) not to, directly or indirectly engage in and possess interests in other business ventures of every type and description, including those engaged in the same or similar business activities or lines of business as PubCo or any of its subsidiaries or deemed to be competing with PubCo or any of its subsidiaries, on its own account, or in partnership with, or as an employee, officer, director or shareholder of any other Person, with no obligation to offer to PubCo or any of its subsidiaries, or any other Holder the right to participate therein; (ii) each of the Pre-Closing Stockholders, Searchlight and the Sponsor (including in the case of the ABRY Entities, Searchlight and Sponsor, (A) its Affiliates, (B) any portfolio company in which it or any of its investment fund Affiliates have made a debt or equity investment (and vice versa) or (C) any of their respective limited partners, non-managing members or other similar direct or indirect investors) and the Pre-Closing Holder Directors, the Searchlight Directors and the Sponsor Designated Directors may invest in, or provide services to, any Person that directly or indirectly competes with PubCo or any of its subsidiaries; and (iii) in the event that any of the Pre-Closing Stockholders, Searchlight and the Sponsor (including in the case of ABRY Entities, Searchlight and Sponsor, (A) its Affiliates, (B) any portfolio company in which it or any of its investment fund Affiliates have made a debt or equity investment (and vice versa) or (C) any of their respective limited partners, non-managing members or other similar direct or indirect investors) or any Pre-Closing Holder Director, Searchlight Director or Sponsor Designated Director, respectively, acquires knowledge of a potential transaction or matter that may be a corporate or other business opportunity for PubCo or any of its subsidiaries, such Person shall have no duty (fiduciary, contractual or otherwise) to communicate or present such corporate opportunity to PubCo or any of its subsidiaries or any other Holder, as the case may be, and, notwithstanding any provision of this Investor Rights Agreement to the contrary, shall not be liable to PubCo or any of its subsidiaries or any other Holder (or its Affiliates) for breach of any duty (fiduciary, contractual or otherwise) by reason of the fact that such Person, directly or indirectly, pursues or acquires such opportunity for itself, directs such opportunity to another Person or does not present such opportunity to PubCo or any of its subsidiaries or any other Holder (or its Affiliates). For the avoidance of doubt, the Parties acknowledge that this paragraph is intended to disclaim and renounce, to the fullest extent permitted by applicable law, any right of PubCo or any of its subsidiaries with respect to the matters set forth herein, and this paragraph shall be construed to effect such disclaimer and renunciation to the fullest extent permitted by law.

6.7.2 Each of the Parties hereby, to the fullest extent permitted by applicable law:

(a) confirms that none of the ABRY Entities, Searchlight or the Sponsor or any of their respective Affiliates have any duty to PubCo or any of its subsidiaries or to any other Holder other than the specific covenants and agreements set forth in this Investor Rights Agreement;

(b) acknowledges and agrees that (A) in the event of any conflict of interest between PubCo or any of its subsidiaries, on the one hand, and any of the Pre-Closing Stockholders, Searchlight, the Sponsor or any of their respective Affiliates (or any Pre-Closing Holder Director, Searchlight Director or Sponsor Director acting in his or her capacity as such), on the other hand, the Pre-Closing Stockholders, Searchlight, the Sponsor or their respective Affiliates (or any Pre-Closing Holder Director, Searchlight Director or Sponsor Director acting in his or her capacity as a director) may act in its best interest and (B) none of the Pre-Closing Stockholders, Searchlight, the Sponsor or any of their respective Affiliates or any Pre-Closing Holder Director, Searchlight Director or Sponsor Director acting in his or her capacity as a director, shall be obligated (1) to reveal to PubCo or any of its subsidiaries confidential information belonging to or relating to the business of such Person or any of its Affiliates or (2) to recommend or take any action in its capacity as a direct or indirect stockholder or director, as the case may be, that prefers the interest of PubCo or its subsidiaries over the interest of such Person; and

(c) waives any claim or cause of action against any of the Pre-Closing Stockholders, Searchlight, the Sponsor and any of their respective Affiliates, and any officer, employee, agent or Affiliate of any such Person that may from time to time arise in respect of a breach by any such person of any duty or obligation disclaimed under subsection 6.7.2(a) or subsection 6.7.2(b).

6.7.3 Each of the parties hereto agrees that the waivers, limitations, acknowledgments and agreements set forth in this Section 6.7 shall not apply to any alleged claim or cause of action against any of the Pre-Closing Stockholders, Searchlight or the Sponsor based upon the breach or nonperformance by such Person of this Investor Rights Agreement or any other agreement to which such Person is a party.

6.7.4 The provisions of this Section 6.7 to the extent that they restrict the duties and liabilities of any of the Pre-Closing Stockholders, Searchlight, the Sponsor or any of their respective Affiliates or any Pre-Closing Holder Director, Searchlight Director or Sponsor Director otherwise existing at law or in equity, are agreed by the Parties to replace such other duties and liabilities of the Pre-Closing Stockholders, Searchlight, the Sponsor or any of their respective Affiliates or any such Pre-Closing Holder Director, Searchlight Director or Sponsor Director to the fullest extent permitted by applicable law.

6.8 Assignment; No Third Party Beneficiaries.

6.8.1 This Investor Rights Agreement and the rights, duties and obligations of any party hereunder may not be assigned or delegated by any party in whole or in part other than as expressly set forth in this Section 6.8.

6.8.2 A Holder may assign or delegate such Holder's rights or obligations under this Investor Rights Agreement, in whole or in part, to (a) up to five (5) Permitted Transferees (provided, that in the case of rights or obligations under Article II, such Permitted Transferee must also be an Affiliate of such Holder), without the consent of any other party hereto; and (b) to any other Person with the prior written consent of PubCo (and, in the case of rights or obligations under Article II, each of the Principal Holders that, as of the date as of such assignment or delegation, has the right to designate a person to the Board pursuant to Section 2.1). For the avoidance of doubt, no transferee shall be entitled to any such rights or obligations under this Investor Rights Agreement unless such Holder has transferred Equity Securities to such transferee in accordance with this Investor Rights Agreement.

6.8.3 This Investor Rights Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders.

6.8.4 This Investor Rights Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Investor Rights Agreement (including pursuant to Sections 2.1.9, 2.1.10, 5.1 and 6.7 hereof).

6.8.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate PubCo unless and until PubCo shall have received (i) written notice of such assignment as provided in Section 6.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to PubCo, to be bound by the applicable terms and provisions of this Investor Rights Agreement (which may be accomplished by an addendum or certificate of joinder to this Investor Rights Agreement).

6.8.6 Any transfer or assignment made other than as provided in this Section 6.8 shall be null and void.

6.9 Counterparts; Interpretation.

6.9.1 This Investor Rights Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

6.9.2 When a reference is made in this Investor Rights Agreement to an Article, Section, subsection, Exhibit or Schedule, such reference shall be to an Article of, a Section of, a subsection of, or an Exhibit or Schedule to this Investor Rights Agreement unless otherwise indicated. The headings contained in this Investor Rights Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Investor Rights Agreement. Whenever the words "include," "includes" or "including" are used in this Investor Rights Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Investor Rights Agreement shall refer to this Investor Rights Agreement as a whole and not to any particular provision of this Investor Rights Agreement unless the context requires otherwise. The words "date hereof" when used in this Investor Rights Agreement shall refer to the date of this Investor Rights Agreement. The terms "or," "any" and "either" are not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if." The word "will" shall be construed to have the same meaning and effect as the word "shall." The definitions contained in this Investor Rights Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes. Unless otherwise specifically indicated, all references to "dollars" or "$" shall refer to the lawful money of the United States. When calculating the period of time between which, within which or following which any act is to be done or step taken pursuant to this Investor Rights Agreement, the date that is the reference date in calculating such period shall be excluded (unless otherwise required by applicable law, if the last day of such period is not a business day, the period in question shall end on the next succeeding business day).

6.10 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS INVESTOR RIGHTS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (I) THIS INVESTOR RIGHTS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION AND (II) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THE AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK.

6.11 TRIAL BY JURY. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS INVESTOR RIGHTS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS INVESTOR RIGHTS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS INVESTOR RIGHTS AGREEMENT.

6.12 Amendments and Modifications. Upon the written consent of each of Searchlight, the Sponsor and the ABRY Entities (in each case, so long as it holds Registrable Securities or otherwise has rights to designate one or more directors to the Board pursuant to Article II), compliance with any of the provisions, covenants and conditions set forth in this Investor Rights Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of the shares of capital stock of PubCo, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or PubCo and any other party hereto or any failure or delay on the part of a Holder or PubCo in exercising any rights or remedies under this Investor Rights Agreement shall operate as a waiver of any rights or remedies of any Holder or PubCo. No single or partial exercise of any rights or remedies under this Investor Rights Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

6.13 Termination of RRA. Effective upon the Prior Original Date, the Original RRA and all of the respective rights and obligations of the parties thereunder was terminated in their entirety and of no further force or effect. PubCo represents and warrants that this Investor Rights Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions, including the Original RRA, the Prior Original Agreement and the Prior Agreement and in the event of a conflict between any such agreement or agreements and this Investor Rights Agreement, the terms of this Investor Rights Agreement shall prevail. PubCo agrees that (i) it shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the Holders hereunder, and (ii) it shall not grant any registration rights to third parties which are more favorable than the rights granted hereunder unless such more favorable rights are concurrently added to the rights granted hereunder.

6.14 Term. This Investor Rights Agreement shall terminate automatically (without any action by any Party) as to each Holder when such Holder, following the Prior Original Date, ceases to hold any Registrable Securities, except that Articles I (to the extent set forth therein), V and VI shall survive any such termination.

6.15 Holder Information. Each Holder agrees, if requested in writing, to represent to PubCo the total number of Registrable Securities held by such Holder in order for PubCo to make determinations hereunder.

6.16 Legends. Without limiting the obligations of PubCo set forth in Section 4.6, each of the Holders acknowledges that (i) no transfer, hypothecation or assignment of any Registrable Securities Beneficially Owned by such Holder may be made except in compliance with applicable federal and state securities laws and (ii) PubCo shall (x) place customary restrictive legends on the certificates or book entries representing the Registrable Securities subject to this Investor Rights Agreement and (y) remove such restrictive legends at the time the applicable transfer and other restrictions contemplated thereby are no longer applicable to the Registrable Securities represented by such certificates or book entries.

6.17 Adjustments. If, and as often as, there are any changes in the shares of Common Stock by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or sale, or by any other means, appropriate adjustment shall be made in the provisions of this Investor Rights Agreement, as may be required, so that the rights, privileges, duties and obligations hereunder shall continue with respect to the shares of Common Stock as so changed.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Investor Rights Agreement to be executed as of the date first above written.

PUBCO:

KORE GROUP HOLDINGS, INC.

By: /s/ Ronald Totton
Name: Ronald Totton
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused this Investor Rights Agreement to be executed as of the date first above written.

ABRY ENTITIES:

ABRY PARTNERS VII, L.P.

By: ABRY VII Capital Partners, L.P.
Its: General Partner

By: ABRY VII Capital Investors LLC
Its: General Partner

By: /s/ Robert MacInnis
Name: Robert MacInnis
Title: Authorized Signatory

ABRY PARTNERS VII CO-INVESTMENT FUND, L.P.

By: ABRY Partners VII Co-Investment GP, LLC
Its: General Partner

By: ABRY VII Capital Investors, LLC
Its: General Partner

By: /s/ Robert MacInnis
Name: Robert MacInnis
Title: Authorized Signatory

ABRY INVESTMENT PARTNERSHIP, L.P.

By: ABRY Investment GP, LLC
Its: General Partner

By: /s/ Robert MacInnis
Name: Robert MacInnis
Title: Authorized Signatory

ABRY SENIOR EQUITY IV, L.P.

By: ABRY Senior Equity Investors IV, L.P.
Its: General Partner

By: ABRY Senior Equity Holdings IV, LLC
Its: General Partner

By: /s/ Robert MacInnis
Name: Robert MacInnis
Title: Authorized Signatory

ABRY SENIOR EQUITY IV CO-INVESTMENT FUND, L.P.

By: ABRY Senior Equity Co-Investment GP IV, LLC
Its: General Partner

By: ASE Senior Equity Holdings IV, LLC
Its: Member

By: /s/ Robert MacInnis
Name: Robert MacInnis
Title: Authorized Signatory

IN WITNESS WHEREOF, the undersigned have caused this Investor Rights Agreement to be executed as of the date first above written.

SPONSOR:

CERBERUS TELECOM ACQUISITION HOLDINGS, LLC

By: /s/ Frank Bruno
Name: Frank Bruno
Title: Authorized Person

IN WITNESS WHEREOF, the undersigned have caused this Investor Rights Agreement to be executed as of the date first above written.

SEARCHLIGHT IV KOR, L.P.

By: Searchlight Capital Partners IV GP AGG, LLC
Its: General Partner

By: /s/ Andrew Frey
Name: Andrew Frey
Title: Authorized Person

EXHIBIT 10.23

GENERAL RELEASE

I, Jason Dietrich, in consideration of and subject to the performance by KORE Group Holdings, Inc. (together with its subsidiaries, the "Company"), of its obligations under the Employment Agreement dated as of June 12, 2023 (the "Agreement"), do hereby release and forever discharge as of the date hereof the Company and its affiliates and all present, former and future managers, directors, officers, employees, successors and assigns of the Company and its affiliates and direct or indirect owners (collectively, the "Released Parties") to the extent provided below (this "General Release"). The Released Parties are intended to be third-party beneficiaries of this General Release, and this General Release may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Released Parties hereunder. Terms used herein but not otherwise defined shall have the meaning given to them in the Agreement.

1) I understand that any payments or benefits paid or granted to me under Section 5 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive certain of the payments and benefits specified in Section 5 of the Agreement unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates.

2) Except as provided in paragraphs 5 and 6 below and except for the provisions of the Agreement which expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself and my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees or liabilities of any nature whatsoever, in law and in equity, both past and present (through the date on which I execute this General Release) and whether known or unknown, suspected or claimed against the Company or any of the Released Parties, which I, my spouse or any of my heirs, executors, administrators or assigns may have, by reason of any matter, cause or thing whatsoever, from the beginning of my initial dealings with the Company to the date on which I execute this General Release, and particularly, but without limitation of the foregoing general terms, any claims arising from or relating in any way to my employment relationship with the Company, the terms and conditions of that employment relationship and the termination of that employment relationship (including, but not limited to, any allegation, claim or violation arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights

law, or under any other local, state or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress or defamation; or any claim for costs, fees or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

3) The released claims described in paragraph 2 hereof include all such claims, whether known or unknown by me.

4) I represent that I have made no assignment or transfer of any right, claim, demand, cause of action or other matter covered by paragraph 2 above.

5) I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 or otherwise, which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

6) I agree that I hereby waive all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever in respect of any Claim, including, without limitation, reinstatement, back pay, front pay and any form of injunctive relief. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law, including the right to file an administrative charge or participate in an administrative investigation or proceeding; provided, however, that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding. Additionally, I am not waiving (i) any right to any severance benefits to which I am entitled under the Agreement, (ii) any claim relating to directors' and officers' liability insurance coverage or any right of indemnification under the Company's organizational documents or otherwise, (iii) any claim for vested or accrued benefits under any Company benefit plan or (iv) my rights as an equity or security holder in the Company or its affiliates.

7) In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state or local statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release, and that without such waiver, the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent

permitted by law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this General Release.

8) I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

9) I agree that if I violate this General Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees.

10) The Company and I agree that this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except (i) (A) by me to my immediate family and any tax, legal or other counsel or financial advisor or accountant I have consulted regarding the meaning or effect hereof (and I will instruct each of the foregoing not to disclose the same to anyone) or (B) by the Company to its tax, legal or other counsel or financial advisor or accountant it has consulted regarding the meaning or effect hereof (and the Company will instruct each of the foregoing not to disclose the same to anyone) or (ii) as required by law, if required by a governmental or regulatory agency or as reasonably appropriate in connection with any litigation or investigation involving the Company.

11) Nothing in this General Release prohibits or restricts me or my attorneys from: (i) making any disclosure of relevant and necessary information or documents in any action, investigation or proceeding relating to the Agreement, or as required by law or legal process, including with respect to possible violations of law; (ii) participating, cooperating or testifying in any action, investigation or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization and/or pursuant to the Sarbanes-Oxley Act; or (iii) accepting any U.S. Securities and Exchange Commission awards. In addition, nothing in this General Release prohibits or restricts me from initiating communications with, or responding to any inquiry from, any regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation. Pursuant to 18 U.S.C. § 1833(b), I will not be held criminally or civilly liable under any Federal or state trade secret law for the disclosure of a trade secret of the Company that (A) is made in confidence to a Federal, state or local government official, either directly or indirectly, or to my attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If I file a lawsuit for retaliation by the Company for reporting a suspected violation of law, I may confidentially disclose the trade secret to my attorney and use the trade secret information in the court proceeding if I file any document containing the trade secret under seal, and do not disclose the trade secret, except pursuant to court order. Nothing in this General Release is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

12) I hereby acknowledge that Sections 5 through 9, 11 and 12 of the Agreement shall survive my execution of this General Release.

13) I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 2 above and which, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it.

14) Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.

15) Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

1. I HAVE READ IT CAREFULLY;

2. I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING, BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

3. I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

4. I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

5. I HAVE HAD AT LEAST 45 DAYS FROM THE DATE OF MY RECEIPT OF THIS GENERAL RELEASE TO CONSIDER IT, AND THE CHANGES MADE SINCE MY RECEIPT OF THIS GENERAL RELEASE ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED 45-DAY PERIOD;

6. I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS GENERAL RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

7. I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

8. I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

SIGNED: /s/ Jason Dietrich DATED: February 2, 2025

Exhibit 14.1

KORE GROUP HOLDINGS, INC.
CODE OF ETHICS

1. Introduction

The Board of Directors of KORE Group Holdings, Inc. has adopted this code of ethics (the "Code"), which is applicable to all directors, officers and employees, to:

- promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- promote the full, fair, accurate, timely and understandable disclosure in reports and documents that the Corporation files with, or submits to, the U.S. Securities and Exchange Commission (the "SEC"), as well as in other public communications made by or on behalf of the Corporation;
- promote compliance with applicable governmental laws, rules and regulations;
- deter wrongdoing; and
- require prompt internal reporting of breaches of, and accountability for adherence to, this Code.

This Code may be amended only by resolution of the Corporation's Board of Directors. In this Code, references to the "Corporation" mean KORE Group Holdings, Inc., and, in appropriate context, its subsidiaries.

2. Honest, Ethical and Fair Conduct

Each person owes a duty to the Corporation to act with integrity. Integrity requires, among other things, being honest, fair and candid. Deceit, dishonesty and subordinating one's principles are inconsistent with integrity. Service to the Corporation never should be subordinated to personal gain and advantage.

Each person must:

- act with integrity, including being honest and candid while still maintaining the confidentiality of the Corporation's information where required or in the Corporation's interests;
- observe all applicable governmental laws, rules and regulations;
- comply with the requirements of applicable accounting and auditing standards, as well as Company policies, in order to maintain a high standard of accuracy and completeness in the Corporation's financial records and other business-related information and data;
- adhere to a high standard of business ethics and not seek a competitive advantage through unlawful or unethical business practices;
- deal fairly with the Corporation's customers, suppliers, competitors and employees;
- refrain from taking advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice;

- protect the assets of the Corporation and ensure their proper use;

- refrain from taking for themselves personally opportunities that are discovered through the use of corporate assets or by using corporate assets, information or position for general personal gain outside the scope of employment with the Corporation or from competing with the Corporation; and

- avoid "related-party transactions" or conflicts of interest, wherever possible, except under guidelines or resolutions approved by the Board of Directors (or the appropriate committee of the Board). For purposes of this Code, "related-party transactions" are defined as transactions in which (1) the aggregate amount involved will or may be expected to exceed $120,000 in any calendar year, (2) the Company or any of its subsidiaries is a participant, and (3) any (a) executive officer, director or nominee for election as a director, (b) greater than 5% beneficial owner of the Company's common shares, or (c) immediate family member, of the persons referred to in clauses (a) and (b), has or will have a direct or indirect material interest (other than solely as a result of being a director or a less than 10% beneficial owner of another entity). A conflict of interest situation can arise when a person takes actions or has interests that may make it difficult to perform his or her work objectively and effectively. Conflicts of interest may also arise if a person, or a member of his or her family, receives improper personal benefits as a result of his or her position. Anything that would be a conflict for a person subject to this Code also will be a conflict if it is related to a member of his or her family or a close relative. Examples of conflict of interest situations include, but are not limited to, the following:

    - any significant ownership interest in any supplier or customer;

    - any consulting or employment relationship with any customer, supplier or competitor;

    - any outside business activity that detracts from an individual's ability to devote appropriate time and attention to his or her responsibilities with the Corporation;

    - the receipt of any money, non-nominal gifts or excessive entertainment from any company with which the Corporation has current or prospective business dealings;

    - being in the position of supervising, reviewing or having any influence on the job evaluation, pay or benefit of any close relative;

    - selling anything to the Corporation or buying anything from the Corporation, except on the same terms and conditions as comparable officers or directors are permitted to so purchase or sell; and

    - any other circumstance, event, relationship or situation in which the personal interest of a person subject to this Code interferes – or even appears to interfere – with the interests of the Corporation as a whole.

3. Disclosure

The Corporation strives to ensure that the contents of and the disclosures in the reports and documents that the Corporation files with the SEC and other public communications shall be full, fair, accurate, timely and understandable in accordance with applicable disclosure standards, including standards of materiality, where appropriate. Each person must:

- not knowingly misrepresent, or cause others to misrepresent, facts about the Corporation to others, whether within or outside the Corporation, including to the Corporation's independent

auditors, governmental regulators, self-regulating organizations and other governmental officials, as appropriate; and

- in relation to his or her area of responsibility, properly review and critically analyze proposed disclosure for accuracy and completeness.

In addition to the foregoing, the Chief Executive Officer and Chief Financial Officer of the Corporation and each subsidiary of the Corporation (or persons performing similar functions), and each other person that typically is involved in the financial reporting of the Corporation must familiarize himself or herself with the disclosure requirements applicable to the Corporation as well as the business and financial operations of the Corporation.

Each person must promptly bring to the attention of the Chairman of the Audit Committee of the Corporation's Board of Directors any information he or she may have concerning (a) significant deficiencies in the design or operation of internal and/or disclosure controls which could adversely affect the Corporation's ability to record, process, summarize and report financial data or (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Corporation's financial reporting, disclosures or internal controls.

4. Compliance

It is the Corporation's obligation and policy to comply with all applicable governmental laws, rules and regulations. It is the personal responsibility of each person to adhere to the standards and restrictions imposed by those laws, rules and regulations, including those relating to accounting and auditing matters.

5. Reporting and Accountability

The Audit Committee of the Corporation is responsible for applying this Code to specific situations in which questions are presented to it and has the authority to interpret this Code in any particular situation. Any person who becomes aware of any existing or potential breach of this Code is required to notify the Chairman of the Audit Committee promptly. Failure to do so is itself a breach of this Code.

Specifically, each person must:

- notify the Chairman promptly of any existing or potential violation of this Code; and
- not retaliate against any other person for reports of potential violations that are made in good faith.

The Corporation will follow the following procedures in investigating and enforcing this Code and in reporting on the Code:

- The Audit Committee will take all appropriate action to investigate any breaches reported to it.
- If the Audit Committee determines (by majority decision) that a breach has occurred, it will inform the Board of Directors.
- Upon being notified that a breach has occurred, the Board (by majority decision) will take or authorize such disciplinary or preventive action as it deems appropriate, after consultation with the Audit Committee, up to and including dismissal or, in the event of criminal or other

serious violations of law, notification of the SEC or other appropriate law enforcement authorities.

No person following the above procedure shall, as a result of following such procedure, be subject by the Corporation or any officer or employee thereof to discharge, demotion, suspension, threat, harassment or, in any manner, discrimination against such person in terms and conditions of employment.

6. Waivers and Amendments

Any waiver (as defined below) or an implicit waiver (as defined below) from a provision of this Code for the principal executive officer, principal financial officer, principal accounting officer or controller, and persons performing similar functions or any amendment (as defined below) to this Code is required to be disclosed in the Corporation's Annual Report on Form 10-K or in a Current Report on Form 8-K filed with the SEC.

A "waiver" means the approval by the Corporation's Board of Directors of a material departure from a provision of the Code. An "implicit waiver" means the Corporation's failure to take action within a reasonable period of time regarding a material departure from a provision of the Code that has been made known to an executive officer of the Corporation. An "amendment" means any amendment to this Code other than minor technical, administrative or other non-substantive amendments hereto.

All persons should note that it is not the Corporation's intention to grant or to permit waivers from the requirements of this Code. The Corporation expects full compliance with this Code.

7. Other Policies and Procedures

Any other policy or procedure set out by the Corporation in writing or made generally known to employees, officers or directors of the Corporation prior to the date hereof or hereafter are separate requirements and remain in full force and effect.

8. Inquiries

All inquiries and questions in relation to this Code or its applicability to particular people or situations should be addressed to the Corporation's Chief Financial Officer.

Adopted effective as of September 30, 2021

EXHIBIT 19.1

KORE Group Holdings, Inc. Insider Trading Compliance Policy

This Insider Trading Compliance Policy (this "***Policy***") consists of seven sections:

- Section I provides an overview;
- Section II sets forth the policies of the Corporation prohibiting insider trading;
- Section III explains insider trading;
- Section IV consists of procedures that have been put in place by the Corporation to prevent insider trading;
- Section V sets forth additional transactions that are prohibited by this Policy;
- Section VI explains Rule 10b5-1 trading plans; and
- Section VII refers to the execution and return of a certificate of compliance.

I. SUMMARY

Preventing insider trading is necessary to comply with securities laws and to preserve the reputation and integrity of KORE Group Holdings, Inc. and its subsidiaries (collectively, the "***Corporation***") as well as that of all persons affiliated with the Corporation. "Insider trading" occurs when any person purchases or sells a security while in possession of inside information relating to the security. As explained in Section III below, "inside information" is information that is both "material" and "non-public." Insider trading is a crime. The penalties for violating insider trading laws include imprisonment, disgorgement of profits, civil fines, and significant criminal fines. Insider trading is also prohibited by this Policy, and violation of this Policy may result in Corporation-imposed sanctions, including termination of employment for cause.

This Policy applies to all officers, directors and employees of the Corporation. Individuals subject to this Policy are responsible for ensuring that members of their households also comply with this Policy. This Policy also applies to any entities controlled by individuals subject to the Policy, including any corporations, limited liability companies, partnerships or trusts (such entities, together with all officers, directors and employees of the Corporation, are referred to as the "***Covered Persons***"), and transactions by these entities should be treated for the purposes of this Policy and applicable securities laws as if they were for the individual's own account. This Policy extends to all activities within and outside an individual's duties to the Corporation. Every officer, director and employee must review this Policy. Questions regarding the Policy should be directed to the Corporation's General Counsel, or in case of a vacancy in the position of General Counsel, the Chief Executive Officer.

II. STATEMENT OF POLICIES PROHIBITING INSIDER TRADING

No officer, director or employee shall purchase or sell any type of security while in possession of material, non-public information relating to the security, whether the issuer of such security is the Corporation or any other company.

These prohibitions do not apply to:

- purchases of the Corporation's securities by a Covered Person from the Corporation or sales of the Corporation's securities by a Covered Person to the Corporation;
- exercises of stock options or other equity awards or the surrender of shares to the Corporation in payment of the exercise price or in satisfaction of any tax withholding obligations in a manner permitted by the applicable equity award agreement, or vesting of equity-based awards, that in each case do not involve a market sale of the Corporation's securities (the "cashless exercise" of a Corporation stock option through a broker does involve a market sale of the Corporation's securities, and therefore would not qualify under this exception);
- *bona fide* gifts of the Corporation's securities, unless the person making the gift has reason to believe that the recipient intends to sell the securities while the donor is in possession of material, non-public information about the Corporation; or
- purchases or sales of the Corporation's securities made pursuant to any binding contract, specific instruction or written plan entered into outside of a black-out period and while the purchaser or seller, as applicable, was unaware of any material, non-public information and which contract, instruction or plan (i) meets all of the requirements of the affirmative defense provided by Rule 10b5-1 ("***Rule 10b5-1***") promulgated under the Securities Exchange Act of 1934, as amended (the "***1934 Act***"), (ii) was pre-cleared in advance pursuant to this Policy and (iii) has not been amended or modified in any respect after such initial pre-clearance without such amendment or modification being pre-cleared in advance pursuant to this Policy. For more information about Rule 10b5-1 trading plans, see Section VI below.

In addition, no officer, director or employee shall directly or indirectly communicate (or "***tip***") material, non-public information to anyone outside of the Corporation (except in accordance with the Corporation's policies regarding the protection or authorized external disclosure of Corporation information) or to anyone within the Corporation other than on a need-to-know basis.

There are no exceptions to this Policy, except as specifically noted herein. Transactions that may be necessary or justifiable for independent reasons (such as the need to raise money for an emergency expenditure), or small transactions, are not excepted from this Policy. The securities laws do not recognize any mitigating circumstances, and, in any event, even the appearance of an improper transaction must be avoided to preserve the Corporation's reputation for adhering to the highest standards of conduct.

III. EXPLANATION OF INSIDER TRADING

*"**Insider trading**"* refers to the purchase or sale of a security while in possession of "material," "non-public" information relating to the security or its issuer.

*"**Securities**"* includes stocks, bonds, notes, debentures, options, warrants and other convertible securities, as well as derivative instruments, such as exchange-traded put or call options or swaps relating to the Corporation's securities.

*"**Purchase**"* and *"**sale**"* are defined broadly under the federal securities law. *"Purchase"* includes not only the actual purchase of a security, but any contract to purchase or otherwise acquire a security. *"Sale"* includes not only the actual sale of a security, but any contract to sell or otherwise dispose of a security. These definitions extend to a broad range of transactions, including conventional cash-for-stock transactions, conversions, the exercise of stock options, and acquisitions and exercises of warrants or puts, calls or other derivative securities.

It is generally understood that insider trading includes the following:

- trading by insiders while in possession of material, non-public information;
- trading by persons other than insiders while in possession of material, non-public information, if the information either was given in breach of an insider's fiduciary duty to keep it confidential or was misappropriated; and
- communicating or tipping material, non-public information to others, including recommending the purchase or sale of a security while in possession of such information.

A. What Facts are Material?

The materiality of a fact depends upon the circumstances. A fact is considered "material" if there is a substantial likelihood that a reasonable investor would consider it important in making a decision to buy, sell or hold a security, or if the fact is likely to have a significant effect on the market price of the security. Material information can be positive or negative and can relate to virtually any aspect of a company's business or to any type of security, debt or equity.

Examples of material information include (but are not limited to) information about:

- corporate earnings or earnings forecasts;
- possible mergers, acquisitions, tender offers or dispositions;
- the gain or loss of a significant customer or supplier;
- major new products or product developments;
- important business developments such as developments regarding strategic collaborations;
- significant related party transactions;
- management or control changes;
- significant financing developments including pending public sales or offerings of debt or equity securities;

- defaults on borrowings;
- bankruptcies or the existence of severe liquidity problem; and
- significant litigation or regulatory actions.

Moreover, material information does not have to be related to a company's business. For example, the contents of a forthcoming newspaper column that is expected to affect the market price of a security can be material.

A good general rule of thumb: **When in doubt, do not trade.**

B. What is Non-Public?

Information is "non-public" if it is not available to the general public. In order for information to be considered public, it must be widely disseminated in a manner making it generally available to investors through such media as Dow Jones, Business Wire, Reuters, The Wall Street Journal, Associated Press, or United Press International, a broadcast on widely available radio or television programs, publication in a widely available newspaper, magazine or news web site, a Regulation FD-compliant conference call, or public disclosure documents filed with the Securities and Exchange Commission ("***SEC***") that are available on the SEC's web site.

The circulation of rumors, even if accurate and reported in the media, does not constitute effective public dissemination. In addition, even after a public announcement, a reasonable period of time must lapse in order for the market to react to the information. Generally, one should allow two full trading days following publication as a reasonable waiting period before such information is deemed to be public. For the purposes of this Policy, a "trading day" is a day on which national stock exchanges are open for trading. If, for example, the Corporation were to make an announcement on a Monday prior to 9:30 a.m. Eastern time, the information would be deemed public after the close of trading on Tuesday. If an announcement were made on a Monday after 9:30 a.m. Eastern time, the information would be deemed public after the close of trading on Wednesday. If you have any question as to whether information is publicly available, please direct an inquiry to the General Counsel, or in case of a vacancy in the position of General Counsel, the Chief Executive Officer.

C. Who is an Insider?

"Insiders" include officers, directors and employees of a company and anyone else who has material non-public information about a company. Insiders have independent fiduciary duties to their company and its stockholders not to trade on material, non-public information relating to the company's securities. All officers, directors and employees of the Corporation should consider themselves insiders with respect to material, non-public information about the Corporation's business, activities and securities.

Individuals subject to this Policy are responsible for ensuring that members of their households also comply with this Policy. This Policy also applies to any entities controlled by individuals subject to the Policy, including any corporations, partnerships or trusts, and transactions by these entities should be treated for the purposes of this Policy and applicable securities laws as if they were for the individual's own account.

D. Trading by Persons Other than Insiders

Insiders may be liable for communicating or tipping material, non-public information to a third party ("***tippee***"), and insider trading violations are not limited to trading or tipping by insiders. Persons other than insiders also can be liable for insider trading, including tippees who trade on material, non-public information tipped to them or individuals who trade on material, non-public information that has been misappropriated.

Tippees inherit an insider's duties and are liable for trading on material, non-public information illegally tipped to them by an insider. Similarly, just as insiders are liable for the insider trading of their tippees, so are tippees who pass the information along to others who trade. In other words, a tippee's liability for insider trading is no different from that of an insider. Tippees can obtain material, non-public information by receiving overt tips from others or through, among other things, conversations at social, business, or other gatherings. In all cases, the responsibility for determining whether an individual is in possession of material nonpublic information rests with that individual, and any action on the part of the Corporation, the General Counsel or any other employee or director pursuant to this Policy (or otherwise) does not in any way constitute legal advice or insulate an individual from liability under applicable securities laws. You could be subject to severe legal penalties and disciplinary action by the Company for any conduct prohibited by this Policy or applicable securities laws, as described below in more detail under the heading "Penalties for Engaging in Insider Trading."

E. Penalties for Engaging in Insider Trading

Penalties for trading on or tipping material, non-public information can extend significantly beyond any profits made or losses avoided, both for individuals engaging in such unlawful conduct and their employers. The SEC and Department of Justice have made the civil and criminal prosecution of insider trading violations a top priority. Enforcement remedies available to the government or private plaintiffs under the federal securities laws include, but are not limited to:

- SEC administrative sanctions;
- securities industry self-regulatory organization sanctions;
- civil injunctions;
- damage awards to private plaintiffs;
- disgorgement of all profits;
- civil fines for the violator of up to three times the amount of profit gained or loss avoided;
- civil fines for the employer or other controlling person of a violator (i.e., where the violator is an employee or other controlled person) of up to the greater of $2,166,279 (subject to adjustment for inflation) or three times the amount of profit gained or loss avoided by the violator;
- criminal fines for individual violators of up to $5,000,000 ($25,000,000 for an entity); and
- jail sentences of up to 20 years.

In addition, insider trading could result in serious sanctions by the Corporation, including dismissal. Insider trading violations are not limited to violations of the federal securities laws. Other federal and state civil or criminal laws, such as the laws prohibiting mail and wire fraud and the Racketeer Influenced and Corrupt Organizations Act (RICO), also may be violated in connection with insider trading.

F. Size of Transaction and Reason for Transaction Do Not Matter

The size of the transaction or the amount of profit received does not have to be significant to result in prosecution. The SEC has the ability to monitor even the smallest trades, and the SEC performs routine market surveillance. Brokers and dealers are required by law to inform the SEC of any possible violations by people who may have material, non-public information. The SEC aggressively investigates even small insider trading violations.

G. Examples of Insider Trading

Examples of insider trading cases include:

- actions brought against corporate officers, directors, and employees who traded in a company's securities after learning of significant confidential corporate developments;
- friends, business associates, family members and other tippees of such officers, directors, and employees who traded in the securities after receiving such information;
- government employees who learned of such information in the course of their employment; and
- other persons who misappropriated, and took advantage of, confidential information from their employers.

The following are illustrations of insider trading violations. These illustrations are hypothetical and, consequently, not intended to reflect on the actual activities or business of the Corporation or any other entity.

Trading by Insider

An officer of X Corporation learns that earnings to be reported by X Corporation will increase dramatically. Prior to the public announcement of such earnings, the officer purchases X Corporation's stock. The officer, an insider, is liable for all profits as well as penalties of up to three times the amount of all profits. The officer also is subject to, among other things, criminal prosecution, including up to $5,000,000 in additional fines and 20 years in jail. Depending upon the circumstances, X Corporation and the individual to whom the officer reports also could be liable as controlling persons.

Trading by Tippee

An officer of X Corporation tells a friend that X Corporation is about to publicly announce that it has signed an agreement for a major acquisition. This tip causes the friend to purchase X Corporation's stock in advance of the announcement. The officer is jointly liable with his friend for all of the friend's profits, and each is liable for all civil penalties of up to three times the amount of the friend's profits. The officer and his friend are also subject to criminal prosecution and other remedies and sanctions, as described above.

H. Prohibition of Records Falsification and False Statements

Section 13(b)(2) of the 1934 Act requires companies subject to the 1934 Act to maintain proper internal books and records and to devise and maintain an adequate system of internal accounting controls. The SEC has supplemented the statutory requirements by adopting rules that prohibit (1) any person from falsifying records or accounts subject to the above requirements and (2) officers or directors from making any materially false, misleading, or incomplete statement to any accountant in connection with any audit or filing with the SEC. These provisions reflect the SEC's intent to discourage officers, directors and other persons with access to the Corporation's books and records from taking action that might result in the communication of materially misleading financial information to the investing public.

IV. STATEMENT OF PROCEDURES PREVENTING INSIDER TRADING

The following procedures have been established, and will be maintained and enforced, by the Corporation to prevent insider trading. Every officer, director and designated employee is required to follow these procedures.

A. Pre-Clearance of All Trades by All Officers, Directors and Certain Employees

To provide assistance in preventing inadvertent violations of applicable securities laws and to avoid the appearance of impropriety in connection with the purchase and sale of the Corporation's securities, **all transactions in the Corporation's securities (including without limitation, acquisitions and dispositions of Corporation stock, the exercise of stock options and the sale of Corporation stock issued upon exercise of stock options) by officers, directors and such other employees as are designated in Schedule I, as may be amended from time to time by the Board of Directors, the Chief Executive Officer, Chief Financial Officer or the General Counsel as being subject to this pre-clearance process (each, a "*Pre-Clearance Person*") must be pre- cleared** by the Corporation's General Counsel, or in case of a vacancy in the position of General Counsel, the Chief Executive Officer. Pre-clearance does not relieve anyone of his or her responsibility under SEC rules. For the avoidance of doubt, any designation by the Board of Directors of the employees who are subject to pre-clearance may be updated from time to time by the Chief Executive Officer, the Chief Financial Officer or the General Counsel.

A request for pre-clearance may be oral or in writing (including without limitation by e- mail), should be made at least two (2) business days in advance of the proposed transaction and should include the identity of the Pre-Clearance Person, the type of proposed transaction (for

example, an open market purchase, a privately negotiated sale, an option exercise, etc.), the proposed date of the transaction and the number of shares, options or other securities to be involved. In addition, unless otherwise determined by the General Counsel, or in case of a vacancy in the position of General Counsel, the Chief Executive Officer, the Pre-Clearance Person must execute a certification (in the form approved by the General Counsel, or the Chief Executive Officer, as applicable) that he, she or it is not aware of material, non-public information about the Corporation. The General Counsel shall have sole discretion to decide whether to clear any contemplated transaction, provided that the Chief Financial Officer shall have sole discretion to decide whether to clear transactions by the General Counsel or persons or entities subject to this policy as a result of their relationship with the General Counsel. All trades that are pre-cleared must be effected within five business days of receipt of the pre-clearance unless a specific exception has been granted by the General Counsel (or the Chief Financial Officer, in the case of the General Counsel or persons or entities subject to this policy as a result of their relationship with the General Counsel). A pre-cleared trade (or any portion of a pre-cleared trade) that has not been effected during the five business day period must be pre-cleared again prior to execution. Notwithstanding receipt of pre-clearance, if the Pre-Clearance Person becomes aware of material, non-public information or becomes subject to a black-out period before the transaction is effected, the transaction may not be completed.

B. Black-Out Periods

No directors, officers, executive and senior leadership team members, accounting employees with the title of vice president or higher, investor relations employees that assist with earnings releases, legal department employees that assist with preparing SEC filings, and any persons designated by the General Counsel, or in case of a vacancy in the position of General Counsel, the Chief Executive Officer, as being subject to these procedures, as well as the Family Members and controlled entities of such persons shall purchase or sell any security of the Corporation during the period beginning at 11:59 p.m., Eastern time, on the 10th calendar day before the end of any fiscal quarter of the Corporation's and ending upon the completion of the second full trading day after the public release of earnings data for such fiscal quarter or during any other trading suspension period declared by the Corporation's, except for purchases and sales made pursuant to the permitted transactions described in Section II. For example, if the Corporation's fourth fiscal quarter ends at 11:59 p.m., Eastern time, on December 31, the corresponding blackout period would begin at 11:59 p.m., Eastern time, on December 21. For the avoidance of doubt, any designation by the Board of Directors of the employees who are subject to quarterly blackout periods may be updated from time to time by the Chief Executive Officer, Chief Financial Officer or General Counsel.

Exceptions to the black-out period policy may be approved only by the Corporation's General Counsel (or, in the case of an exception for the General Counsel or persons or entities subject to this policy as a result of their relationship with the General Counsel, the Chief Financial Officer or, in the case of exceptions for directors or persons or entities subject to this policy as a result of their relationship with a director, the Board of Directors).

From time to time, the Corporation, through the Board of Directors, the Corporation's disclosure committee, the Chief Financial Officer or the General Counsel, may recommend that officers, directors, employees or others suspend trading in the Corporation's securities because of developments that have not yet been disclosed to the public. Subject to the exceptions noted

above, all of those affected should not trade in the Corporation's securities while the suspension is in effect, and should not disclose to others that the Corporation has suspended trading.

If the Corporation is required to impose a "pension fund black-out period" under Regulation BTR, each director and executive officer shall not, directly or indirectly sell, purchase or otherwise transfer during such black-out period any equity securities of the Corporation acquired in connection with his or her service as a director or officer of the Corporation, except as permitted by Regulation BTR.

C. Post-Termination Transactions

If an individual is in possession of material, non-public information when his or her service terminates, that individual may not trade in the Corporation's securities until that information has become public or is no longer material.

D. Information Relating to the Corporation

1. *Access to Information*

Access to material, non-public information about the Corporation, including the Corporation's business, earnings or prospects, should be limited to officers, directors and employees of the Corporation on a need-to-know basis. In addition, such information should not be communicated to anyone outside the Corporation under any circumstances (except in accordance with the Corporation's policies regarding the protection or authorized external disclosure of Corporation information) or to anyone within the Corporation on an other than need- to-know basis.

In communicating material, non-public information to employees of the Corporation, all officers, directors and employees must take care to emphasize the need for confidential treatment of such information and adherence to the Corporation's policies with regard to confidential information.

2. *Inquiries From Third Parties*

Inquiries from third parties, such as industry analysts or members of the media, about the Corporation should be directed to the Chief Financial Officer or the General Counsel.

E. Limitations on Access to Corporation Information

The following procedures are designed to maintain confidentiality with respect to the Corporation's business operations and activities.

All officers, directors and employees should take all steps and precautions necessary to restrict access to, and secure, material, non-public information by, among other things:

- maintaining the confidentiality of Corporation-related transactions;
- conducting their business and social activities so as not to risk inadvertent disclosure of confidential information. Review of confidential documents in public places should be conducted so as to prevent access by unauthorized persons;

- restricting access to documents and files (including computer files) containing material, non-public information to individuals on a need-to-know basis (including maintaining control over the distribution of documents and drafts of documents);
- promptly removing and cleaning up all confidential documents and other materials from conference rooms following the conclusion of any meetings;
- disposing of all confidential documents and other papers, after there is no longer any business or other legally required need, through shredders when appropriate;
- restricting access to areas likely to contain confidential documents or material, non- public information;
- safeguarding laptop computers, mobile devices, tablets, memory sticks, CDs and other items that contain confidential information; and
- avoiding the discussion of material, non-public information in places where the information could be overheard by others such as in elevators, restrooms, hallways, restaurants, airplanes or taxicabs.

Personnel involved with material, non-public information, to the extent feasible, should conduct their business and activities in areas separate from other Corporation activities.

V. ADDITIONAL PROHIBITED TRANSACTIONS

The Corporation has determined that there is a heightened legal risk and/or the appearance of improper or inappropriate conduct if the persons subject to this Policy engage in certain types of transactions. Therefore, officers, directors and employees shall comply with the following policies with respect to certain transactions in the Corporation securities:

A. Short Sales

Short sales of the Corporation's securities evidence an expectation on the part of the seller that the securities will decline in value, and therefore signal to the market that the seller has no confidence in the Corporation or its short-term prospects. In addition, short sales may reduce the seller's incentive to improve the Corporation's performance. For these reasons, short sales of the Corporation's securities are prohibited by this Policy. In addition, Section 16(c) of the 1934 Act absolutely prohibits Section 16 reporting persons (i.e., directors, certain officers and the Corporation's 10% stockholders) from making short sales of the Corporation's equity securities, *i.e.*, sales of shares that the insider does not own at the time of sale, or sales of shares against which the insider does not deliver the shares within 20 days after the sale.

B. Options

A transaction in options is, in effect, a bet on the short-term movement of the Corporation's stock and therefore creates the appearance that an officer, director or employee is trading based on inside information. Transactions in options, whether traded on an exchange, on any other organized market or on an over-the-counter market, also may focus an officer's, director's or employee's attention on short-term performance at the expense of the Corporation's long-term objectives. Accordingly, transactions in puts, calls or other derivative securities

involving the Corporation's equity securities, on an exchange, on or in any other organized market or on an over-the-counter market, are prohibited by this Policy.

C. Hedging Transactions

Purchasing financial instruments, such as prepaid variable forward contracts, equity swaps, collars, and exchange funds, or otherwise engaging in transactions that hedge or offset, or are designed to hedge or offset, any decrease in the market value of the Corporation's equity securities, may cause an officer, director, or employee to no longer have the same objectives as the Corporation's other stockholders. Therefore, all such transactions involving the Corporation's equity securities, whether such securities were granted as compensation or are otherwise held, directly or indirectly, are prohibited by this Policy.

D. Purchases of the Corporation's Securities on Margin; Pledging the Corporation's Securities to Secure Margin or Other Loans

Purchasing on margin means borrowing from a brokerage firm, bank or other entity in order to purchase the Corporation's securities (other than in connection with a cashless exercise of stock options through a broker under the Corporation's equity plans). Margin purchases of the Corporation's securities are prohibited by this Policy except as otherwise pre-approved by the Board of Directors in each instance. Pledging the Corporation's securities as collateral to secure loans is prohibited. This prohibition means, among other things, that you cannot hold the Corporation's securities in a "margin account" (which would allow you to borrow against your holdings to buy securities).

E. Director and Executive Officer Cashless Exercises

The Corporation will not arrange with brokers to administer cashless exercises on behalf of directors and executive officers of the Corporation. Directors and executive officers of the Corporation may use the cashless exercise feature of their equity awards only if (i) the director or officer retains a broker independently of the Corporation, (ii) the Corporation's involvement is limited to confirming that it will deliver the stock promptly upon payment of the exercise price,
(iii) the director or officer uses a "T+2" cashless exercise arrangement, in which the Corporation agrees to deliver stock against the payment of the purchase price on the same day the sale of the stock underlying the equity award settles and (iv) the director or officer otherwise complies with this Policy. Under a T+2 cashless exercise, a broker, the issuer, and the issuer's transfer agent work together to make all transactions settle simultaneously. This approach is to avoid any inference that the Corporation has "extended credit" in the form of a personal loan to the director or executive officer. Questions about cashless exercises should be directed to the General Counsel, or in case of a vacancy in the position of General Counsel, the Chief Executive Officer.

F. Partnership Distributions

Nothing in this Policy is intended to limit the ability of a venture capital partnership or other similar entity with which a director is affiliated to distribute Corporation securities to its partners, members or other similar persons. It is the responsibility of each affected director and the affiliated entity, in consultation with their own counsel (as appropriate), to determine the

timing of any distributions, based on all relevant facts and circumstances and applicable securities laws.

VI. RULE 10B5-1 TRADING PLANS

A. Overview

Rule 10b5-1 presents an opportunity for insiders to establish arrangements to sell (or purchase) Corporation stock without the restrictions of trading windows and black-out periods, even when there is undisclosed material information. Rule 10b5-1 will protect directors, officers and employees from insider trading liability under Rule 10b5-1 for transactions under a previously established contract, plan or instruction to trade in the Corporation's stock (a "***Trading Plan***") entered into in good faith and in accordance with the terms of Rule 10b5-1 and all applicable state laws and will be exempt from the trading restrictions set forth in this Policy. The initiation of, and any modification to, any such Trading Plan will be deemed to be a transaction in the Corporation's securities, and such initiation or modification is subject to all limitations and prohibitions relating to transactions in the Corporation's securities. Each such Trading Plan, and any modification thereof, must be submitted to and pre-approved by the Corporation's General Counsel, or such other person as the Board of Directors may designate from time to time (the "***Authorizing Officer***"), who may impose such conditions on the implementation and operation of the Trading Plan as the Authorizing Officer deems necessary or advisable. However, compliance of the Trading Plan to the terms of Rule 10b5-1 and the execution of transactions pursuant to the Trading Plan are the sole responsibility of the person initiating the Trading Plan, not the Corporation or the Authorizing Officer.

Trading Plans do not exempt individuals from complying with Section 16 reporting obligations or from short-swing profit rules or liability. Furthermore, a Trading Plan only provides an "affirmative defense" in the event there is an insider trading lawsuit. It does not prevent someone from bringing a lawsuit.

A director, officer or employee may enter into a Trading Plan only when he or she is not in possession of material, non-public information, and only during a trading window period outside of the trading black-out period. Although transactions effected under a Trading Plan will not require further pre-clearance at the time of the trade, any transaction (including the quantity and price) made pursuant to a Trading Plan of a Section 16 reporting person must be reported to the Corporation promptly on the day of each trade to permit the Corporation's filing coordinator to assist in the preparation and filing of a required Form 4. However, the ultimate responsibility, and liability, for timely filing remains with the Section 16 reporting person. The Corporation reserves the right from time to time to suspend, discontinue or otherwise prohibit any transaction in the Corporation's securities, even pursuant to a previously approved Trading Plan, if the Authorizing Officer or the Board of Directors, in its discretion, determines that such suspension, discontinuation or other prohibition is in the best interests of the Corporation. Any Trading Plan submitted for approval hereunder should explicitly acknowledge the Corporation's right to prohibit transactions in the Corporation's securities. Failure to discontinue purchases and sales as directed shall constitute a violation of the terms of this Section VI and result in a loss of the exemption set forth herein.

Officers, directors and employees may adopt Trading Plans with brokers that outline a pre- set plan for trading of the Corporation's stock, including the exercise of options. Trades pursuant to a Trading Plan generally may occur at any time. However, the Corporation requires a cooling- off period of 30 calendar days between the establishment of a Trading Plan and commencement of any transactions under such plan. An individual may adopt more than one Trading Plan. Please review the following description of how a Trading Plan works.

Pursuant to Rule 10b5-1, an individual's purchase or sale of securities will not be "on the basis of" material, non-public information if:

- First, before becoming aware of the information, the individual enters into a binding contract to purchase or sell the securities, provides instructions to another person to sell the securities or adopts a written plan for trading the securities (i.e., the Trading Plan).
- Second, the Trading Plan must either:
    - specify the amount of securities to be purchased or sold, the price at which the securities are to be purchased or sold and the date on which the securities are to be purchased or sold;
    - include a written formula or computer program for determining the amount, price and date of the transactions; or
    - prohibit the individual from exercising any subsequent influence over the purchase or sale of the Corporation's stock under the Trading Plan in question.
- Third, the purchase or sale must occur pursuant to the Trading Plan and the individual must not enter into a corresponding hedging transaction or alter or deviate from the Trading Plan.

For clarity, the requirements of this Section VI.A do not apply to any Trading Plan entered into by a venture capital partnership or other similar entity with which a director is affiliated. It is the responsibility of each such venture capital partnership or other entity, in consultation with their own counsel (as appropriate), to comply with applicable securities laws in connection with any Trading Plan.

B. Revocation of and Amendments to Trading Plans

Revocation of Trading Plans should occur only in unusual circumstances. Effectiveness of any revocation or amendment of a Trading Plan will be subject to the prior review and approval of the Authorizing Officer. Revocation is effected upon written notice to the broker. Once a Trading Plan has been revoked, the participant should wait at least 30 calendar days before trading outside of a Trading Plan and 90 calendar days before establishing a new Trading Plan.

A person acting in good faith may amend a prior Trading Plan so long as such amendments are made outside of a quarterly trading black-out period and at a time when the Trading Plan participant does not possess material, non-public information. Plan amendments must not take effect for at least 30 calendar days after the plan amendments are made.

Under certain circumstances, a Trading Plan *must* be revoked. This may include circumstances such as the announcement of a merger or the occurrence of an event that would cause the transaction either to violate the law or to have an adverse effect on the Corporation. The Authorizing Officer or administrator of the Corporation's stock plans is authorized to notify the broker in such circumstances, thereby insulating the insider in the event of revocation.

C. Discretionary Plans

Although non-discretionary Trading Plans are preferred, discretionary Trading Plans, where the discretion or control over trading is transferred to a broker, are permitted if pre-approved by the Authorizing Officer.

The Authorizing Officer of the Corporation must pre-approve any Trading Plan, arrangement or trading instructions, etc., involving potential sales or purchases of the Corporation's stock or option exercises, including but not limited to, blind trusts, discretionary accounts with banks or brokers, or limit orders. The actual transactions effected pursuant to a pre- approved Trading Plan will not be subject to further pre-clearance for transactions in the Corporation's stock once the Trading Plan or other arrangement has been pre-approved.

D. Reporting (if Required)

If required, an SEC Form 144 will be filled out and filed by the individual/brokerage firm in accordance with the existing rules regarding Form 144 filings. A footnote at the bottom of the Form 144 should indicate that the trades "are in accordance with a Trading Plan that complies with Rule 10b5-1 and was adopted on ." For Section 16 reporting persons, Form 4s should be filed before the end of the second business day following the date that the broker, dealer or plan administrator informs the individual that a transaction was executed, provided that the date of such notification is not later than the third business day following the trade date. A similar footnote should be placed at the bottom of the Form 4 as outlined above.

E. Options

Exercises of options for cash may be executed at any time. "Cashless exercise" option exercises through a broker are subject to trading windows. However, the Corporation will permit same day sales under Trading Plans. If a broker is required to execute a cashless exercise in accordance with a Trading Plan, then the Corporation must have exercise forms attached to the Trading Plan that are signed, undated and with the number of shares to be exercised left blank. Once a broker determines that the time is right to exercise the option and dispose of the shares in accordance with the Trading Plan, the broker will notify the Corporation in writing and the administrator of the Corporation's stock plans will fill in the number of shares and the date of exercise on the previously signed exercise form. The insider should not be involved with this part of the exercise.

F. Trades Outside of a Trading Plan

During an open trading window, trades differing from Trading Plan instructions that are already in place are allowed as long as the Trading Plan continues to be followed.

G. Public Announcements

The Corporation may make a public announcement that Trading Plans are being implemented in accordance with Rule 10b5-1. It will consider in each case whether a public announcement of a particular Trading Plan should be made. It may also make public announcements or respond to inquiries from the media as transactions are made under a Trading Plan.

H. Prohibited Transactions

The transactions prohibited under Section V of this Policy, including among others short sales and hedging transactions, may not be carried out through a Trading Plan or other arrangement or trading instruction involving potential sales or purchases of the Corporation's securities.

I. Limitation on Liability

None of the Corporation, the Chief Executive Officer, the Chief Financial Officer, General Counsel, the Authorizing Officer, the Corporation's other employees or any other person will have any liability for any delay in reviewing, or refusal of, a Trading Plan submitted pursuant to this Section VI or a request for pre-clearance submitted pursuant to Section IV of this Policy. Notwithstanding any review of a Trading Plan pursuant to this Section VI or pre- clearance of a transaction pursuant to Section IV of this Policy, none of the Corporation, the Chief Financial Officer, General Counsel, the Authorizing Officer, the Corporation's other employees or any other person assumes any liability for the legality or consequences of such Trading Plan or transaction to the person engaging in or adopting such Trading Plan or transaction.

VII. Execution and Return of Certification of Compliance

After reading this Policy and on an annual basis, all officers, directors and employees should execute and return to the Corporation's General Counsel, , or in case of a vacancy in the position of General Counsel, the Chief Executive Officer, the Certification of Compliance form attached hereto as "Attachment A."

* * * * *

Effective Date: September 30, 2021

SCHEDULE I

DESIGNATED PERSONS SUBJECT TO PRE-CLEARANCE REQUIREMENTS

All members of the Corporation's Board of Directors The Chief Executive Officer of the Corporation
All direct reports of the Corporation's Chief Executive Officer

Exhibit 21.1

LIST OF SUBSIDIARIES

Name of Subsidiary	Jurisdiction of Incorporation or Organization
Aspider Holding B.V.	Netherlands
Aspider Solutions Global Holdings Ltd.	Malta
Aspider Solutions International Holdings Ltd.	Malta
Aspider Solutions Ireland Ltd.	Ireland
Aspider Solutions Malta Ltd.	Malta
Aspider Solutions Nederland B.V.	Netherlands
Business Mobility Partners, Inc.	Delaware
Indico Individual and Organizational Development S.R.L	Dominican Republic
INDICO Holdings LLC	Delaware
Integron B.V.	Netherlands
Integron LLC	Delaware
King LLC Merger Sub, LLC	Delaware
KORE TM Data Processamento De Dados LTDA	Brazil
KORE Brasil Ltda	Brazil
KORE Singapore Pte.Ltd.	Singapore
KORE Wireless Canada Inc.	Canada
KORE Wireless GmbH	Germany
KORE Wireless GmbH	Switzerland
KORE Wireless Group Inc.	Delaware
KORE Wireless Inc.	Delaware
KORE Wireless Mexico S. de R.L. de C.V.	Mexico
KORE Wireless Nederland B.V.	Netherlands
KORE Wireless Pty Ltd.	Australia
KORE Wireless UK Ltd.	United Kingdom
Nest Generation Innovation BVBA	Belgium
Next Generation Innovation Ltd.	New Zealand
NGA Holding B.V.	Netherlands
Position Logic, LLC	Florida
Raco Wireless LLC	Ohio
Simon IoT LLC	New York
Wyless Connect, LLC	Massachusetts
Wyless, Inc.	Delaware

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 333-262001) of KORE Group Holdings, Inc. of our report dated April 30, 2025, relating to the consolidated financial statements, which appears in this Annual Report on Form 10-K.

/s/ BDO USA, P.C.

Atlanta, Georgia
April 30, 2025

Exhibit 31.1

CERTIFICATION

I, Ronald Totton, certify that:

1. I have reviewed this Annual Report on Form 10-K of KORE Group Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2025

By: /s/ Ronald Totton

Ronald Totton
President and Chief Executive Officer
(principal executive officer)

Exhibit 31.2

CERTIFICATION

I, Paul Holtz, certify that:

1. I have reviewed this Annual Report on Form 10-K of KORE Group Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2025

By: /s/ Paul Holtz

Paul Holtz

EVP, Chief Financial Officer and Treasurer

(Principal Financial Officer and Principal Accounting Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of KORE Group Holdings, Inc. (the "Company") for the fiscal year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 30, 2025

By: /s/ Ronald Totton
Ronald Totton
President and Chief Executive Officer
(principal executive officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of KORE Group Holdings, Inc. (the "Company") for the fiscal year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 30, 2025

By: /s/ Paul Holtz
Paul Holtz
EVP, Chief Financial Officer and Treasurer
(Principal Financial Officer and Principal Accounting Officer)