
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Under the Securities Exchange Act of 1934

(Amendment No. 8)*

KORE Group Holdings, Inc.

(Name of Issuer)

Warrants to Purchase Common Stock, \$0.0001 par value

(Title of Class of Securities)

000000000

(CUSIP Number)

**Nadir Nurmohamed
Searchlight IV KOR, L.P., 745 5th Avenue - 27th Floor
New York, NY, 10151
(212) 293-3730**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

02/26/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 000000000

1	Name of reporting person Searchlight IV KOR, L.P.
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO

5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization DELAWARE
Number of Shares Beneficially Owned by Each Reporting Person With:	7 Sole Voting Power 2,404,942.00
	8 Shared Voting Power 0.00
	9 Sole Dispositive Power 2,404,942.00
	10 Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 2,404,942.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>
13	Percent of class represented by amount in Row (11) 13.7 %
14	Type of Reporting Person (See Instructions) PN

Comment for Type of Reporting Person:

Row 7, Row 9 and Row 11 reflect the number of shares of common stock, par value \$0.0001 per share ("Common Stock"), of KORE Group Holdings, Inc. (the "Issuer") issuable to Searchlight IV KOR, L.P. upon the exercise of the warrant to purchase up to 2,360,000 shares of Common Stock at an exercise price of \$0.05 per share issued on November 9, 2023 (the "Warrant") and the warrant to purchase up to 44,942 shares of Common Stock at an exercise price of \$0.05 per share issued on December 13, 2023 (the "Additional Warrant"), as further discussed in Items 1, 4 and 6 herein, giving effect to the Issuer's 1-for-5 reverse stock split that became effective on July 1, 2024 (the "Reverse Stock Split").

The percentage in Row 13 is calculated based on 17,539,937 shares of Common Stock outstanding as of November 10, 2025, as reported by the Issuer in its Quarterly Report on Form 10-Q filed with the SEC on November 12, 2025.

SCHEDULE 13D

CUSIP No.	000000000
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1	Name of reporting person Searchlight Capital Partners IV GP AGG, LLC
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO

5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization DELAWARE
Number of Shares Beneficially Owned by Each Reporting Person With:	7 Sole Voting Power 2,404,942.00
	8 Shared Voting Power 0.00
	9 Sole Dispositive Power 2,404,942.00
	10 Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 2,404,942.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>
13	Percent of class represented by amount in Row (11) 13.7 %
14	Type of Reporting Person (See Instructions) OO

Comment for Type of Reporting Person:

Row 7, Row 9 and Row 11 reflect the number of shares of Common Stock issuable to Searchlight IV KOR, L.P. upon the exercise of Warrant and the Additional Warrant, which may be deemed to be beneficially owned by Searchlight Capital Partners I V GP AGG, LLC, as further discussed in Items 1, 4 and 6 herein, giving effect to the Reverse Stock Split.

The percentage in Row 13 is calculated based on 17,539,937 shares of Common Stock outstanding as of November 10, 2025, as reported by the Issuer in its Quarterly Report on Form 10-Q filed with the SEC on November 12, 2025.

SCHEDULE 13D

CUSIP No.	000000000
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1	Name of reporting person Searchlight Capital Partners IV GP, L.P.
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>

6	Citizenship or place of organization CAYMAN ISLANDS	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 2,404,942.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 2,404,942.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 2,404,942.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 13.7 %	
14	Type of Reporting Person (See Instructions) OO	

Comment for Type of Reporting Person:

Row 7, Row 9 and Row 11 reflect the number of shares of Common Stock issuable to Searchlight IV KOR, L.P. upon the exercise of Warrant and the Additional Warrant, which may be deemed to be beneficially owned by Searchlight Capital Partners I V GP, L.P., as further discussed in Items 1, 4 and 6 herein, giving effect to the Reverse Stock Split.

The percentage in Row 13 is calculated based on 17,539,937 shares of Common Stock outstanding as of November 10, 2025, as reported by the Issuer in its Quarterly Report on Form 10-Q filed with the SEC on November 12, 2025.

SCHEDULE 13D

CUSIP No.	000000000
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1	Name of reporting person Searchlight Capital Partners IV GP, LLC
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 2,404,942.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 2,404,942.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 2,404,942.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 13.7 %	
14	Type of Reporting Person (See Instructions) OO	

Comment for Type of Reporting Person:

Row 7, Row 9 and Row 11 reflect the number of shares of Common Stock issuable to Searchlight IV KOR, L.P. upon the exercise of Warrant and the Additional Warrant, which may be deemed to be beneficially owned by Searchlight Capital Partners I V GP, LLC, as further discussed in Items 1, 4 and 6 herein, giving effect to the Reverse Stock Split.

The percentage in Row 13 is calculated based on 17,539,937 shares of Common Stock outstanding as of November 10, 2025, as reported by the Issuer in its Quarterly Report on Form 10-Q filed with the SEC on November 12, 2025.

SCHEDULE 13D

Item 1. Security and Issuer

(a) **Title of Class of Securities:**

Warrants to Purchase Common Stock, \$0.0001 par value

(b) **Name of Issuer:**

KORE Group Holdings, Inc.

(c) **Address of Issuer's Principal Executive Offices:**

1155 Perimeter Center West, 11thFloor, Atlanta, GEORGIA , 30338.

Item 1 Comment:

This Amendment No. 7 (this "Amendment No. 7") to Schedule 13D amends and supplements the statement on Schedule 13D filed with the United States Securities and Exchange Commission on November 20, 2023, as amended by Amendment No. 1, dated as of December 15, 2023, Amendment No. 2, dated as of December 19, 2024, Amendment No. 3, dated as of August 5, 2025, Amendment No. 4, dated as of November 4, 2025, Amendment No. 5, dated as of November 25, 2025, Amendment No. 6, dated as of January 2, 2026 and Amendment No. 7, dated as of February 13, 2026 (as it may be amended from time to time, collectively, the "Schedule 13D"), relating to KORE Group Holdings, Inc. (the "Issuer"). Except as set forth herein, the Schedule 13D is unmodified. All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

Item 4. Purpose of Transaction

Item 4 is hereby amended and supplemented as follows:

Merger Agreement

On February 26, 2026, the Issuer (the "Company") entered into an Agreement and Plan of Merger (the "Merger Agreement") with KONA Parent, L.P. ("Parent"), and KONA Merger Sub Co., a wholly owned subsidiary of Parent ("Merger Sub"), pursuant to which, subject to the terms and conditions thereof, Merger Sub will merge with and into the Company (the "Merger") with the Company continuing as the surviving corporation and a wholly owned subsidiary of Parent. Searchlight Capital IV, L.P., Searchlight Capital IV PV-A, L.P., Searchlight Capital IV PV-B, L.P. (the "Guarantors") and certain affiliates of Searchlight Capital Partners, L.P. have co

mitted to provide equity financing to Parent to fund the transactions contemplated by the Merger Agreement, as described below. The Merger Agreement was approved unanimously by all the members present at a special meeting of the board of directors of the Company (the "Board"), acting upon the unanimous recommendation of a special committee consisting of only independent and disinterested directors of the Company (the "Special Committee").

Subject to the terms and conditions set forth in the Merger Agreement, at the Effective Time (as defined in the Merger Agreement), each share of common stock of the Company ("Company Common Stock") issued and outstanding immediately prior to the Effective Time (other than (i) shares held by Parent or Merger Sub, including shares contributed to Parent pursuant to certain rollover agreements that are being entered into in connection with the Merger, (ii) shares held by the Company as treasury stock and (iii) shares held by stockholders who have properly exercised and perfected appraisal rights under Delaware law) will be cancelled and converted into the right to receive an amount in cash equal to \$9.25 per share, without interest and subject to any applicable withholding taxes (the "Merger Consideration"). Each share of Series A-1 Preferred Stock of the Company, all of which shares are held by Searchlight IV KOR, L.P. ("Searchlight"), will remain outstanding after the Merger.

At the Effective Time, each restricted stock unit ("RSU") outstanding immediately prior to the Effective Time will be automatically converted into a right to receive a cash based award (a "Parent Equity Cash Award") in an amount equal to the product of (i) the number of shares of Company Common Stock subject to such RSU immediately prior to the Effective Time multiplied by (ii) the Merger Consideration. Each Parent Equity Cash Award will remain outstanding after the Effective Time and will be subject to the same terms and conditions that applied to the corresponding RSU immediately prior to the Effective Time, including the applicable vesting schedule, acceleration (including double-trigger vesting protection) and payment timing provisions.

Long term cash awards that are subject to performance based vesting conditions and are outstanding immediately prior to the Effective Time ("Cash Awards") will remain outstanding after the Effective Time and will continue to be eligible to vest and become payable upon achievement, through the end of the applicable performance period, of the performance based vesting conditions applicable to such Cash Awards immediately prior to the Effective Time, subject to the same terms and conditions that applied to such Cash Award prior to the Effective Time, including vesting schedule, acceleration (including double-trigger vesting protection) and payment timing provisions. Cash Awards that are subject only to service based vesting conditions (or that were previously subject to performance based vesting conditions with respect to which the performance period ended prior to the Effective Time) and are outstanding immediately prior to the Effective Time will remain outstanding after the Effective Time and will continue to be eligible to vest and become payable upon satisfaction of the applicable service based vesting conditions in effect immediately prior to the Effective Time, subject to the same terms and conditions that applied to such Cash Award prior to the Effective Time, including vesting schedule, acceleration (including double-trigger vesting protection) and payment timing provisions.

The consummation of the Merger is subject to conditions, including, among others:

- * the adoption of the Merger Agreement by (i) the holders of a majority of the outstanding shares of Company Common Stock entitled to vote thereon and (ii) the holders of a majority of the votes cast by the Disinterested Stockholders (as defined in the Merger Agreement), which excludes Searchlight and its affiliates, Abry Partners, LLC and its affiliates ("Abry"), the other Rollover Stockholders (as defined in the Merger Agreement), certain officers of the Company and members of the Board affiliated with Searchlight, Abry or the other Rollover Stockholders (such approvals, collectively, the "Requisite Company Stockholder Approval");
- * the expiration or termination of the applicable waiting period (and any extensions thereof) under the HSR Act (as defined in the Merger Agreement), and the receipt of any other required approvals under applicable antitrust laws;
- * the receipt of certain required approvals from the CFIUS (as defined in the Merger Agreement);
- * the absence of any order, injunction or decree restraining, enjoining or otherwise prohibiting or making illegal the consummation of the Merger;
- * the accuracy of the representations and warranties contained in the Merger Agreement, subject to customary materiality qualifications and "material adverse effect" qualifications, as of the date of the Merger Agreement and as of the closing, and the performance in all material respects of the covenants and agreements contained in the Merger Agreement by each of the parties; and
- * since the date of the Merger Agreement, the absence of any Material Adverse Effect (as defined in the Merger Agreement).

The Merger Agreement contains customary representations and warranties of the Company. Additionally, the Merger Agreement provides for customary pre-closing covenants of the Company, including (i) covenants relating to conducting its business in the ordinary course and refraining from taking certain types of actions without Parent's consent, and (ii) certain "no-shop" restrictions that restrain the Company's ability to solicit alternative acquisition proposals from third parties or to provide information to third parties or engage in discussions with third parties, in each case, in connection with alternative acquisition proposals, subject to certain exceptions. The Merger Agreement also contains customary representations, warranties and covenants of Parent and Merger Sub, including, among others, covenants by Parent and Merger Sub to use their reasonable best efforts to take all actions, subject to certain exceptions, that are necessary, proper or advisable to obtain regulatory approval for the Merger under applicable laws, including the HSR Act and from the CFIUS.

Notwithstanding the "no-shop" restrictions, prior to obtaining the Requisite Company Stockholder Approval, the Company may under certain circumstances provide non-public information to, and participate in discussions and negotiations with, third parties with respect to an unsolicited bona fide written Acquisition Proposal that did not result in a breach of the no-shop restrictions that the Board (upon the recommendation of the Special Committee) or the Special Committee has determined in good faith, and after consultation with its financial advisor and outside legal counsel, constitutes or is reasonably likely to result in a Superior Proposal.

A "Superior Proposal" is a bona fide written Acquisition Proposal (as defined in the Merger Agreement, except that the references in the definition thereof to "25 percent or more" shall be replaced with references to "50 percent") by a Person or Group (other than Parent, Merger Sub and their respective affiliates) that the Board (upon the recommendation of the Special Committee) or the Special Committee determines in its good faith judgment, after consultation with its financial advisors and outside legal counsel, would, if consummated, result in a transaction that is more favorable from a financial point of view to the stockholders of the Company (in their capacities as such) than the Merger, and after taking into account (x) any revisions to the Merger Agreement, the Guarantee and the financing committed to by Parent in writing prior to the time of such determination proposed by Parent in a manner that would be binding if accepted; and (y) those factors and matters deemed relevant by the Board (upon the recommendation of the Special Committee) or the Special Committee.

Prior to obtaining the Requisite Company Stockholder Approval and subject to the terms contained in the Merger Agreement, the Board (upon the recommendation of the Special Committee) or the Special Committee may, among other things, (1) change its recommendation that the Company's stockholders adopt the Merger Agreement or (2) terminate the Merger Agreement to enter into a definitive acquisition agreement providing for a Superior Proposal, subject to complying with notice and other specified conditions, including giving Parent the opportunity to propose revisions to the terms of the Merger Agreement during a match right period. Notwithstanding a change in the recommendation by the Board (upon the recommendation of the Special Committee) or by the Special Committee, unless the Company terminates the Merger Agreement, the Company is still required to convene the meeting of its stockholders for the purpose of obtaining the Requisite Company Stockholder Approval.

The Merger Agreement contains certain termination rights for the Company and Parent, including, among others, the right of (1) either

her the Company or Parent to terminate the Merger Agreement if the Merger has not been consummated by August 26, 2026 (the "Outside Date"), subject to an extension of the Outside Date to November 27, 2026, if certain closing conditions relating to regulatory approvals and the absence of legal prohibitions have not been satisfied by such date but all other conditions are satisfied or capable of being satisfied, (2) either party to terminate the Merger Agreement if the Requisite Company Stockholder Approval is not obtained at the Company Stockholders Meeting, (3) either party to terminate the Merger Agreement if a court or other governmental authority has issued a final, non appealable order permanently enjoining or otherwise prohibiting the Merger, (4) Parent to terminate the Merger Agreement in the event of certain uncured breaches by the Company of its representations, warranties or covenants that would cause certain closing conditions not to be satisfied, (5) the Company to terminate the Merger Agreement in the event of certain uncured breaches by Parent or Merger Sub of their representations, warranties or covenants that would cause certain closing conditions not to be satisfied, (6) Parent to terminate the Merger Agreement if the Company or any of its subsidiaries enters into an alternative acquisition agreement or if prior to obtaining the Requisite Company Stockholder Approval, a Change of Recommendation (as defined in the Merger Agreement) shall have been made or occurred, (7) the Company to terminate the Merger Agreement, prior to obtaining the Requisite Company Stockholder Approval, in order to enter into a definitive acquisition agreement providing for a Superior Proposal, subject to the Company's compliance with the terms of the Merger Agreement, (8) the Company to terminate the Merger Agreement if Parent fails to close the Merger when required to do so (and within three business days after notice from the Company) and (9) both parties to terminate the Merger Agreement by mutual written consent. Each such termination referenced in the foregoing sentence, when initiated by the Company, is subject to the approval or prior favorable recommendation of the Special Committee.

Upon termination of the Merger Agreement under specified circumstances, the Company will be required to pay Parent a termination fee of approximately \$7,200,000 (the "Company Termination Fee").

Upon termination of the Merger Agreement under specified circumstances, Parent will be required to pay the Company a termination fee in an amount equal to \$12,000,000 (the "Parent Termination Fee").

Following the Effective Time of the Merger, the Company's common stock is expected to be delisted from the New York Stock Exchange and deregistered under the Securities Exchange Act of 1934, as amended, and the Company's public warrants are expected to be delisted from the OTC Pink Marketplace and deregistered under the Securities Exchange Act of 1934, as amended.

The foregoing summary of the Merger Agreement is qualified in its entirety by the full text of the Merger Agreement, which is attached hereto as Exhibit 14 and is incorporated by reference herein.

Equity Commitment Letter

Parent has obtained equity financing commitments from the Guarantors in an aggregate amount of \$175,000,000 to fund the transactions contemplated by the Merger Agreement. The consummation of the Merger is not subject to a financing condition. The Company is entitled to specific performance, subject to the terms and conditions of the Merger Agreement (including with those conditions with respect to Parent obtaining any alternative debt financing) and the applicable equity commitment, to require each Guarantor to fund its respective equity commitment and Parent to close the Merger, if all closing conditions are met.

Limited Guarantee

Concurrently with the execution of the Merger Agreement, the Guarantors entered into a limited guarantee with the Company, pursuant to which the Guarantors have each provided a limited guaranty with respect to the payment of their pro rata portion of certain payment obligations of Parent and Merger Sub that may be owed to the Company under the Merger Agreement up to the applicable aggregate amount set forth therein.

Rollover, Voting and Support Agreement

Concurrently with the execution of the Merger Agreement, the Company entered into a Rollover, Voting and Support Agreement with Searchlight, pursuant to which, among other things, Searchlight has agreed to vote (or cause to be voted) all of the shares of Company Common Stock in favor of the adoption of the Merger Agreement and approval of the Merger and the other transactions contemplated by the Merger Agreement and to contribute all of such shares to Parent immediately prior to the Effective Time. The Company also entered into (i) a Voting and Support Agreement with Cerberus Telecom Acquisition Holdings, LLC ("Cerberus"), pursuant to which, among other things, Cerberus has agreed to vote (or cause to be voted) all of the shares of Company Common Stock held by it in favor of the adoption of the Merger Agreement and approval of the Merger and the other transactions contemplated by the Merger Agreement; and (ii) Voting and Support Agreements with Abry and Rollover, Voting and Support Agreements with Abry, pursuant to which, among other things, Abry has agreed to vote (or cause to be voted) all of the shares of Company Common Stock held by Abry in favor of the adoption of the Merger Agreement and approval of the Merger and the other transactions contemplated by the Merger Agreement and to contribute all shares of Company Common Stock held by ABRY Partners VII, L.P. and ABRY Partners VII Co-Investment Fund, L.P., to Parent immediately prior to the Effective Time.

The foregoing summary of the Rollover, Voting and Support Agreement is qualified in its entirety by the full text of the Rollover, Voting and Support Agreement, which is attached hereto as Exhibit 15 and is incorporated by reference herein, as well as by the full text of the agreements which are incorporated by reference to Exhibits 10.1, 10.3 and 10.4 to the Current Report on Form 8-K filed by the Issuer with the Commission on February 27, 2026).

Joint Bidding and Cost Sharing Agreement

Concurrently with the execution of the Merger Agreement, Searchlight Capital Partners, L.P. and ABRY Partners VII, L.P. entered into a joint bidding and cost sharing agreement, pursuant to which the parties thereto agreed to certain terms and conditions that will govern the actions of Parent and Merger Sub and the relationship among the parties thereto with respect to the transactions contemplated by the Merger Agreement.

The foregoing summary of the Joint Bidding and Cost Sharing Agreement is qualified in its entirety by the full text of the Joint Bidding and Cost Sharing Agreement, which is attached hereto as Exhibit 16 and is incorporated by reference herein.

Amended and Restated Agreement

Concurrently with the execution of the Merger Agreement, Issuer and Searchlight amended the August 1 Agreement to extend the "Holiday Period" (as defined therein) to the earlier to occur of (i) the Effective Time and (ii) valid termination of the Merger Agreement in accordance with its terms. Additionally, (i) during the Holiday Period, Searchlight is permitted to exercise its Penny Warrants, and (ii) for 15 business days after the date of the Merger Agreement, Searchlight and Abry are permitted to have discussions and enter into additional rollover agreements with potential Rollover Stockholders.

The foregoing summary of the Amended and Restated Agreement is qualified in its entirety by the full text of the Amended and Restated Agreement, which is attached hereto as Exhibit 17 and is incorporated by reference herein.

Item 6 of the Schedule 13D is hereby amended and supplemented to incorporate by reference the information set forth above in Item 4.

Item 7. Material to be Filed as Exhibits.

Exhibit 1 Joint Filing Agreement, as required by Rule 13d-1(k)(1) under the Act (filed previously).

Exhibit 2 Investment Agreement, dated as of November 9, 2023, by and between the Issuer and Searchlight IV KOR (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed on November 9, 2023).

Exhibit 3 Amendment to Investment Agreement, dated as of December 13, 2023, by and between the Issuer and Searchlight IV KOR (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed on December 13, 2023).

Exhibit 4 Amended and Restated Common Stock Purchase Warrant (Penny Warrant), dated as of December 13, 2023, issued by the Issuer to Searchlight IV KOR (incorporated by reference to Exhibit 4.2 to the Issuer's Current Report on Form 8-K filed on December 13, 2023).

Exhibit 5 Common Stock Purchase Warrant (Penny Warrant), dated as of December 13, 2023, issued by the Issuer to Searchlight IV KOR (incorporated by reference to Exhibit 4.1 to the Issuer's Current Report on Form 8-K filed on December 13, 2023).

Exhibit 6 Amended and Restated Investor Rights Agreement, dated as of November 15, 2023, by and among the Issuer, Searchlight IV KOR and certain stockholders of the Issuer (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed on November 16, 2023).

Exhibit 7 Certificate of Designations of Series A-1 Preferred Stock (incorporated by reference to Exhibit 3.1 to the Issuer's Current Report on Form 8-K filed on November 16, 2023).

Exhibit 8 Certificate of Designations of Series A-2 Preferred Stock (incorporated by reference to Exhibit 3.2 to the Issuer's Current Report on Form 8-K filed on November 16, 2023).

Exhibit 9 Agreement by and between the Issuer and Searchlight IV KOR, L.P., dated as of August 1, 2025 (incorporated by reference as Exhibit 9 to Amendment No. 3 to Schedule 13D of Searchlight IV KOR, L.P. filed on August 5, 2025).

Exhibit 10 Letter to Special Committee, dated as of November 3, 2025, from Searchlight and Abry (incorporated by reference as Exhibit 10 to Amendment No. 4 to Schedule 13D of Searchlight IV KOR, L.P. filed on November 4, 2025).

Exhibit 11 Amendment to August 1 Agreement by and between the Issuer and Searchlight IV KOR, L.P., dated as of November 25, 2025 (incorporated by reference as Exhibit 11 to Amendment No. 7 to Schedule 13D of Searchlight IV KOR, L.P. filed on February 17, 2026).

Exhibit 12 Amendment No. 2 to August 1 Agreement by and between the Issuer and Searchlight IV KOR, L.P., dated as of January 2, 2026 (incorporated by reference as Exhibit 12 to Amendment No. 7 to Schedule 13D of Searchlight IV KOR, L.P. filed on February 17, 2026).

Exhibit 13 Amendment No. 3 to August 1 Agreement by and between the Issuer and Searchlight IV KOR, L.P., dated as of February 13, 2026 (incorporated by reference as Exhibit 13 to Amendment No. 7 to Schedule 13D of Searchlight IV KOR, L.P. filed on February 17, 2026).

Exhibit 14 Agreement and Plan of Merger by and between the Issuer, KONA Parent L.P. and KONA Merger Sub Co., dated as of February 26, 2026 (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by the Issuer with the Commission on February 27, 2026).

Exhibit 15 Rollover, Voting and Support Agreement by and between the Issuer, Searchlight IV KOR, L.P. and KONA Parent L.P., dated as of February 26, 2026 (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by the Issuer with the Commission on February 27, 2026).

Exhibit 16 Joint Bidding and Cost Sharing Agreement by and between Searchlight Capital Partners, L.P. and ABRY Partners VII, L.P., dated as of February 26, 2026.

Exhibit 17 Amended and Restated Agreement by and between the Issuer and Searchlight IV KOR, L.P., dated as of February 26, 2026.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Searchlight IV KOR, L.P.

Signature: /s/ Andrew Frey
Name/Title: Andrew Frey, Authorized Person
Date: 02/27/2026

Signature: /s/ Searchlight Capital Partners IV GP AGG, LLC
Name/Title: General Partner
Date: 02/27/2026

Searchlight Capital Partners IV GP AGG, LLC

Signature: /s/ Andrew Frey
Name/Title: Andrew Frey, Authorized Person
Date: 02/27/2026

Searchlight Capital Partners IV GP, L.P.

Signature: /s/ Andrew Frey
Name/Title: Andrew Frey, Authorized Person
Date: 02/27/2026

Signature: /s/ Searchlight Capital Partners IV GP, LLC
Name/Title: General Partner
Date: 02/27/2026

Searchlight Capital Partners IV GP, LLC

Signature: /s/ Andrew Frey
Name/Title: Andrew Frey, Authorized Person
Date: 02/27/2026

JOINT BIDDING AND COST SHARING AGREEMENT

THIS AGREEMENT (the “Agreement”), dated as of February 26, 2026, is made by and between ABRY Partners VII, L.P. (“ABRY”) and Searchlight Capital Partners, L.P. (“Searchlight”). Each of ABRY and Searchlight is referred to herein as a “Party,” and together as the “Parties” or the “Consortium.”

RECITALS:

- A. The Parties are today submitting a joint proposal (collectively, the “Joint Bid”) with respect to a Transaction (as defined below).
- B. Parent and Merger Sub are today entering into a merger agreement with KORE Group Holdings, Inc. (the “Target,” and such agreement, the “Merger Agreement”), concurrently with this Agreement.
- C. The Parties wish to enter into this Agreement to set out certain terms and conditions of their agreement with respect to their conduct and certain responsibilities relating to their participation in the Transaction and the Joint Bid.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Parties, intending to be bound, hereby agree as follows:

1. DEFINITIONS

For purposes of this Agreement, except as otherwise expressly provided or otherwise defined elsewhere in this Agreement, the capitalized terms in this Agreement shall have the meanings assigned to them in this Section as follows:

- (a) “Affiliate” of a Person means any Person that, directly or indirectly, through one or more intermediaries, controls (as defined below), is controlled by, or is under common control with, the first Person; provided that (i) neither Parent nor any subsidiary of Parent shall be considered an Affiliate of any Party, and vice versa; (ii) no Party shall be considered an Affiliate of any other Party solely as a result of such Parties being party to this Agreement or any other Definitive Transaction Document; (iii) no portfolio companies of funds managed by Searchlight Capital IV, L.P., Searchlight Capital IV PV-A, L.P., and Searchlight Capital IV PV-B, L.P. or their Affiliates will be deemed to be Affiliates of Searchlight for purposes of this Agreement; and (iv) no portfolio companies of funds managed by ABRY Partners VII, L.P. and ABRY Partners VII Co-Investment Fund, L.P. or their Affiliates will be deemed to be Affiliates of ABRY for purposes of this Agreement.
- (b) “Common Stock” has the meaning set forth in the Merger Agreement.
- (c) “Company” means KORE Group Holdings, Inc.
- (d) “Definitive Transaction Documents” means, collectively, the Merger Agreement and any other transaction documents contemplated by the Merger Agreement.

- (e) “Exchange Act” means the United States Securities Exchange Act of 1934, as amended.
- (f) “Guarantors” has the meaning set forth in the Merger Agreement.
- (g) “Merger Sub” has the meaning set forth in the Merger Agreement.
- (h) “Parent” has the meaning set forth in the Merger Agreement.
- (i) “Person” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization (whether or not a legal entity), including a government or political subdivision or an agency or instrumentality thereof.
- (j) “Representatives” means, with respect to a Person, the directors, officers, partners, employees, Affiliates, advisors, agents, consultants, attorneys, accountants, investment bankers or other representatives of such Person or its Affiliates.
- (k) “Rollover Agreement” has the meaning set forth in the Merger Agreement.
- (l) “Rollover Stockholder” has the meaning set forth in the Merger Agreement.
- (m) “Transaction” has the meaning set forth in the Merger Agreement.

2. SHARING OF INFORMATION

The Parties acknowledge and agree that the Transaction may be considered a “going-private” transaction under Rule 13e-3 under the Exchange Act (“Rule 13e-3”), and their cooperation may require amended disclosure of Searchlight’s Schedule 13D and Abry’s Schedule 13D, and the Parties agree to provide all information reasonably necessary to satisfy the applicable disclosure requirements under Section 13(d) of the Exchange Act, Rule 13e-3 or otherwise under the federal securities laws.

3. BID CONDUCT; TERMINATION

- (a) Notwithstanding anything the contrary, all final decisions and determinations with respect to the Transaction shall be made on behalf of the Consortium, Parent and Merger Sub jointly by mutual agreement of the Parties, including the entry into or termination of, or any amendment, modification, supplement or waiver of any provision of, any Definitive Transaction Document; provided that, (i) Searchlight, on behalf of Parent and Merger Sub, will make the determination as to whether the shares of Common Stock have been contributed properly and in accordance with the terms of the applicable Rollover Agreement and the Merger Agreement in good faith and on a collaborative basis with Abry taking into account any proposed workarounds, with the goal of facilitating the rollover if feasible (without jeopardy not borne by the applicable Rollover Stockholder) and (ii) if the shares of Common Stock are not so contributed and are to be converted to the right to receive cash, then thereafter Abry shall not have governance rights with respect to Parent and Merger Sub.

- (b) Each Parent Partnership Interest (as defined in the Rollover Agreement) that has been or will be acquired on or prior to the date hereof by the Guarantors or any of its affiliates has been or will be acquired by such Person for the Issue Price (as defined in the Rollover Agreement).
- (c) The arrangements contemplated in this Agreement shall terminate (other than the provisions that survive expressly by their terms) on the earlier of (i) the termination of the Merger Agreement, (ii) the date on which the Parties mutually agree in writing to terminate this Agreement or (iii) the Effective Time (as defined in the Merger Agreement) of completing the Merger (as defined in the Merger Agreement) in accordance with the terms of the Merger Agreement.

4. COST SHARING AND PAYMENT OF FEES

- (a) If the Merger is not consummated and the Merger Agreement is validly terminated, then any break fees, termination fees, work fees or similar payments received by Parent or any Party in connection with the Transaction:
- (i) first, shall be aggregated and used to pay off all fees and expenses and liabilities incurred by each of the Parties in connection with evaluating, pursuing, negotiating, undertaking and consummating the Joint Bid and the Transactions (including fees and expenses of each Party's financial advisors and legal counsel); and
 - (ii) second, any residual fees or payments shall be paid to Searchlight:
- (b) If the Merger is consummated, then in connection with the Closing, the Company shall pay the fees and expenses of each of the Parties incurred in connection with evaluating, pursuing, negotiating, undertaking and consummating the Joint Bid and the Transactions (including fees and expenses of each Party's financial advisors and legal counsel).

5. NO THIRD PARTY BENEFICIARIES

The Parties agree that this Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns, and nothing express or implied in this Agreement is intended to, or shall, confer upon any other Person any benefits, rights or remedies under or by reason of, or any rights to enforce or cause the Parties to enforce, the obligations set forth herein; provided that the Non-Recourse Parties shall be express third party beneficiaries of Section 8.

6. CONFIDENTIALITY; PUBLICITY

Each Party has executed confidentiality agreement required by the Target in connection with gaining access to confidential, non-public information with respect to the Target in connection with the Transaction.

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7. SPECIFIC PERFORMANCE

Each Party agrees that irreparable damage would occur and the Parties would not have an adequate remedy at law if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each Party agrees that the other Party will be entitled to injunctive relief from time to time to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case (a) without the requirement of posting any bond or other indemnity and (b) in addition to any other remedy to which it may be entitled, at law or in equity. Furthermore, each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement, and to specifically enforce the terms of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Agreement.

8. NON-RECOURSE

Notwithstanding anything that may be expressed or implied in this Agreement or any document or instrument delivered in connection herewith, by their acceptance of the benefits of the Agreement, the Parties covenant, agree and acknowledge that no Person other than the Parties (and their successors and permitted assigns) has any rights, remedies, benefits, liabilities, obligations or commitments (whether known or unknown or whether contingent or otherwise) hereunder, and no personal liability shall attach to the former, current or future equity holders, controlling persons, directors, officers, employees, agents, Affiliates, members, managers or general or limited partners of any of the Parties or any former, current or future equity holder, controlling person, director, officer, employee, agent, Affiliate, member, manager, general or limited partner, financing sources or Representatives of any of the foregoing or their successors or assigns other than the Parties (each a "Non-Recourse Party"), whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of a Party against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable law, or otherwise, other than (a) such Party's rights and claims under this Agreement against the Parties and their respective actual assignees and (b) any Person's rights and claims under any other agreement entered into in connection with the Joint Bid or the Transactions against the other parties thereto; and the Parties hereby further agree that this Agreement may only be enforced against, and any action, cause of action, claim, demand or other similar action or proceeding that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against, the Persons expressly named as Parties (or Withdrawing Parties, as applicable).

9. ASSIGNMENT

No Party may assign any of its rights or obligations under this Agreement without the consent of the other Party, except that each Party may assign its rights and obligations hereunder to its Affiliates (provided that no assignment to any such Affiliate shall relieve any Party of its obligations hereunder).

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10. AMENDMENTS; WAIVERS

Any provision of this Agreement may be amended, modified or waived if, and only if, such amendment, modification or waiver is in writing and signed, in the case of an amendment or modification, by each of the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. SEVERABILITY

If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any

Party. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

12. GOVERNING LAW

This Agreement will inure to the benefit of each Party, and be binding upon each Party, in each case including its and their respective heirs, executors, administrators and successors. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to its choice of law provisions.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts (including by .pdf, DocuSign or other electronic means of transmission), each such counterpart being deemed an original instrument and all such counterparts together constituting one and the same agreement.

14. ENTIRE AGREEMENT

This Agreement (and all exhibits, annexes and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

15. NO PARTNERSHIP

Nothing in this Agreement is intended to, and this Agreement shall not, create a partnership between the Parties. Accordingly, (a) the rights, obligations and duties of each Party in relation to the other Party with respect to the subject matter of this Agreement shall be only those contractual rights, obligations and duties that are created by the express terms of this Agreement and shall not include any fiduciary or other implied rights, obligations or duties of any kind, (b) no Party shall be authorized to act on behalf of the other Party except as otherwise expressly provided by the terms of this Agreement and (c) no Party shall be obligated to any third party for the obligations or liabilities of the other Party.

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16. NOTICES

All notices, requests, instructions or other communications or documents to be given or made hereunder by any Party to the other Parties to this Agreement shall be in writing and (a) served by personal delivery by hand upon the Party for whom it is intended, (b) served by an internationally-recognized overnight courier service upon the Party for whom it is intended, (c) delivered by registered or certified mail, return receipt requested or (d) sent by email:

If to Searchlight:

c/o Searchlight Capital Partners, L.P.
745 Fifth Avenue, 27th Floor
New York, New York 10151
Attention: Nadir Nurmohamed
Email: nnurmohamed@searchlightcap.com

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Steven A. Cohen
Email: SACohen@wlrk.com

If to ABRY:

Abry Partners VII, L.P.
888 Boylston Street, Floor 16
Boston, MA 02199
Attention: Rob MacInnis
Email: rmacinnis@abry.com

with a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Joshua Korff, P.C.
Email: joshua.korff@kirkland.com

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or to such other person or addressees as has or have been designated in writing by the Party to receive such notice provided above. Any notice, request, instruction or other communications or document given as provided above shall be deemed given to the receiving Party (w) upon actual receipt, if delivered personally, (x) on the next business day after deposit with an overnight courier, if sent by an overnight courier, (y) three business days after deposit in the mail, if sent by registered or certified mail or (z) when transmitted by email (so long as no notice of failure of delivery is received by the sender). Copies to outside counsel are for convenience only and failure to provide a copy to outside counsel does not alter the effectiveness of any notice, request, instruction or other communication otherwise given in accordance with this [Section 16](#). Rejection or other refusal to accept, or the inability to deliver because of changed address or other details of which no notice is given, will be deemed to be receipt of any notice pursuant to this [Section 16](#) as of the date of rejection, refusal or inability to deliver.

IN WITNESS HEREOF, the Parties have duly executed this Agreement (or caused this Agreement to be executed on its behalf by its duly authorized officer or Representative) as of the date first above written.

SEARCHLIGHT CAPITAL PARTNERS, L.P.

By: /s/ Andrew Frey

Name: Andrew Frey

Title: Authorized Person

[Signature Page to Joint Bidding and Cost Sharing Agreement]

IN WITNESS HEREOF, the Parties have duly executed this Agreement (or caused this Agreement to be executed on its behalf by its duly authorized officer or Representative) as of the date first above written.

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

[Signature Page to Joint Bidding and Cost Sharing Agreement]

AMENDED AND RESTATED AGREEMENT

This Amended and Restated Agreement (this “Agreement”), dated as of February 26, 2026 (the “Effective Date”), is entered into by and between KORE Group Holdings, Inc., a Delaware corporation (the “Corporation”), and Searchlight IV KOR, L.P. (together with its affiliates and associates, “Searchlight”).

RECITALS

WHEREAS, reference is hereby made to that certain Investment Agreement by and between the Corporation and Searchlight dated as of November 9, 2023, as amended on December 13, 2023 (as amended, the “Investment Agreement”), including in particular Section 5.05 thereof;

WHEREAS, Article IX of the Corporation’s Amended and Restated Certificate of Incorporation (as amended, the “Charter”) restricts the Corporation’s ability to consummate business combinations (as defined in the Charter) with an interested stockholder (as defined in the Charter) for three years after such stockholder became an interested stockholder; provided, however, that such restriction shall not apply if, prior to the time that a given stockholder became an interested stockholder, the Corporation’s board of directors (the “Board”) approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder (either such approval, an “Article IX Waiver”);

WHEREAS, Searchlight previously advised the Board that it was considering making an offer to acquire the Corporation (a “Potential Transaction”);

WHEREAS, the Board delegated to a special committee of the Board (the “Special Committee”) certain powers including to grant one or more Article IX Waivers and waivers under the Investment Agreement, in connection with a Potential Transaction in the Special Committee’s sole discretion;

WHEREAS, Searchlight previously advised that it would like to confer, consult and potentially reach agreements and understandings with ABRY Partners, LLC (together with its affiliates and associates, “ABRY”) and take other steps in furtherance of a Potential Transaction in order to consider how to make an offer for a Potential Transaction more attractive;

WHEREAS, accordingly, on August 1, 2025, the parties hereto entered into the original version of this Agreement, and thereafter amended this Agreement on November 25, 2025, December 31, 2025, and February 13, 2026, in each case to facilitate the ability of Searchlight to make an offer with respect to a Potential Transaction and consider how to make such offer more attractive, in each case by agreeing to a limited Holiday Period (as defined below) during which Searchlight could accomplish the foregoing after which, unless further extension were to be agreed, the Status Quo (as defined below) would apply again as provided below;

WHEREAS, following such discussions, it is anticipated that the Corporation and Searchlight will enter into, on or about the date hereof, that certain Agreement and Plan of Merger between and among the Corporation and certain affiliates of Searchlight (the “Merger Agreement”) and capitalized terms used herein shall have meanings set forth in the Merger Agreement unless noted otherwise herein;

WHEREAS, the Merger Agreement provides, among other things, that Parent and its Affiliates may, subject to the terms and provisions of the Merger Agreement, enter into Additional Rollover Agreements with Additional Rollover Stockholders; and

WHEREAS, the parties hereto wish to agree on a limited Holiday Period and a limited Rollover Period (each as defined below) during which Searchlight may perform its obligations under the Merger Agreement and engage in discussions concerning Additional Rollover Agreements after which, unless further extension is agreed, the Status Quo (as defined below) will apply again as provided below.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Corporation and Searchlight agree as follows:

Section 1. Rollover Period; Holiday Period.

(a) During the Holiday Period, Searchlight and any Permitted Group (as defined below) shall have an Article IX Waiver and a holiday of relief from any restrictions and/or obligations that apply under Article IX of the Charter as of the date hereof in respect of an offer for a Potential Transaction and any actions required or permitted to be taken by them under the Merger Agreement and the other agreements contemplated by the Merger Agreement, whether individually or together with ABRY and the other Additional Rollover Stockholders. For purposes of this Agreement, the “Holiday Period” shall mean the period commencing on the date hereof until the earlier to occur of (i) the Effective Time and (ii) valid termination of the Merger Agreement in accordance with its terms, unless extended by amendment as provided in Section 7.

(b) Without limiting Section 1(a), during the Holiday Period, Searchlight, Abry and any Potential Rollover Party shall have an Article IX Waiver and a holiday of relief from any restrictions and/or obligations that apply under Article IX of the Charter with respect to any discussions regarding, and the negotiation and entry into, any Additional Rollover Agreements with any direct or indirect holder of Common Stock and/or Company Warrants (including employees of the Company and its Subsidiaries) (any such holder, a “Potential Rollover Party”) permitted by Section 6.20 of the Merger Agreement (any Potential Rollover Party who enters into an Additional Rollover Agreement during the fifteen (15) Business Day period after the date hereof (the “Rollover Period”) in accordance with Section 6.20 of the Merger Agreement, the “Additional Rollover Stockholders”). During the Holiday Period, Searchlight (i) shall not be restricted by the Investment Agreement from exercising its Penny Warrants, (ii) shall not be restricted by Section 5.05(d) of the Investment Agreement with respect to ABRY and any Additional Rollover Stockholders and may confer and consult with and reach agreements and understandings with, and potentially be considered a “group” (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934) with, ABRY and any Additional Rollover Stockholders (any such “group,” a “Permitted Group”) and (iii) shall not be deemed to violate Section 5.05(a) of the Investment Agreement by virtue of forming a Permitted Group with ABRY and/or any Additional Rollover Stockholders; provided, that: (x) no such Permitted Group shall include any other person who is not an affiliate or associate of Searchlight, ABRY or any Additional Rollover Stockholder and (y) if the Effective Time does not occur by the end of the Holiday Period or the Merger Agreement is terminated in accordance with its terms before the end of the Holiday Period, then any such Permitted Group formed during the Holiday Period shall be thereupon disbanded.

(c) The restrictions and obligations under Article IX of the Charter and the Investment Agreement in effect immediately prior to the execution of this Agreement (the “Status Quo”) shall once again apply to (x) any Potential Rollover Party other than Searchlight, ABRY and any Additional Rollover Stockholders after the Rollover Period and (y) Searchlight, ABRY and any Additional Rollover Stockholders after the Holiday Period; provided that no action taken during the Holiday Period which is permitted to be taken during the Holiday Period shall result in adverse consequences to Searchlight, ABRY or any Additional Rollover Stockholders under Article IX of the Charter or be deemed to constitute a breach of the Investment Agreement.

(d) The Corporation represents and warrants that the restrictions applicable to business combinations contained in Section 203 of the Delaware General Corporation Law (“DGCL”) are, and will be, inapplicable to the execution, delivery and performance of the transactions contemplated and permitted hereunder, including a Potential Transaction involving Searchlight and/or ABRY and the transactions contemplated by the Merger Agreement and related agreements.

(e) The Corporation represents and warrants that the Special Committee has adopted the resolutions attached hereto as Annex A, which shall not be revoked or adversely changed with respect to matters occurring during the Holiday Period, such that Searchlight, ABRY and any of their affiliates, associates or any Permitted Group involving any of the foregoing, shall have an Article IX Waiver with respect to all actions taken during the Holiday Period which are not in breach of the obligations under this Agreement or the Merger Agreement.

Section 2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof.

Section 3. Jurisdiction and Venue. Each party, by its execution hereof: (a) hereby irrevocably attorns and submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or the federal court sitting in the City of Wilmington, Delaware for the purpose of any litigation arising out of or related to this Agreement between or among the parties (or any of them); (b) hereby waives and agrees not to assert, by way of motion, as a defense or otherwise, in any such litigation, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such litigation brought in one of the above-named courts should be dismissed on grounds of *forum non conveniens*, should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such court; and (c) hereby agrees not to commence any such litigation (including for a declaratory judgment or the like) other than before one of the above-named courts. Each party further waives any claim, and will not assert, that venue should properly lie in any other location within the selected jurisdiction or otherwise.

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Section 4. Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that money damages or legal remedies would not be an adequate remedy for any such damages. Therefore, it is accordingly agreed that each party shall be entitled to enforce specifically the terms and provisions of this Agreement, or to enforce compliance with, the covenants and obligations of any other party, and appropriate injunctive relief shall be granted in connection therewith, and no party shall assert that a remedy of specific performance or other equitable relief is unenforceable, invalid, contrary to law or inequitable for any reason, nor that a remedy of monetary damages would provide an adequate remedy or that the parties hereto otherwise have an adequate remedy at law. Any party seeking an injunction, a decree or order of specific performance shall not be required to provide any bond or other security in connection therewith and any such remedy shall be in addition and not in substitution for any other remedy to which such party is entitled at law or in equity.

Section 5. Non-Reliance. Each of the parties hereto acknowledges that none of the other parties makes, and acknowledges that they have not relied upon or otherwise been induced by, any express or implied representation or warranty by or on behalf of any other party or with respect to any other information provided or made available to such party by or on behalf of such other party in connection with the transactions contemplated by this Agreement, including any information, documents, projections, forecasts or other material made available to such party in data rooms, management presentations or similar information deliverables in expectation of the transactions contemplated by this Agreement.

Section 6. Assignment; Binding Effect; Benefits. This Agreement is not assignable without the written consent of each of the other parties hereto. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

Section 7. Amendment; Waiver. This Agreement may be amended by the parties hereto at any time. Any amendment to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of each of the parties hereto. Any party hereto may waive his or her rights pursuant to this Agreement by delivering a written instrument contemplating such waiver, signed by or on behalf of such party, to the applicable party or parties. The failure of any party to this Agreement to assert any of its rights hereunder or otherwise shall not constitute a waiver of such rights.

Section 8. Counterparts. This Agreement may be executed in counterparts or in facsimiles, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(Remainder of Page Intentionally Left Blank)

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IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement and the Special Committee has acknowledged this Agreement as of the date first above written.

KORE GROUP HOLDINGS, INC.

By: /s/ Timothy M. Donahue
Name: Timothy M. Donahue
Title: Chairman of the Special Committee

SEARCHLIGHT IV KOR, L.P.

By: /s/ Andrew Frey
Name: Andrew Frey
Title: Authorized Person

[See Attached]

**RESOLUTIONS OF
THE SPECIAL COMMITTEE OF
THE BOARD OF DIRECTORS OF
KORE GROUP HOLDINGS, INC.**

February 26, 2026

WHEREAS, reference is hereby made to that certain Investment Agreement by and between the KORE Group Holdings, Inc. (the "Corporation") and Searchlight IV KOR, L.P. (together with its affiliates and associates, "Searchlight") dated as of November 9, 2023, as amended on December 13, 2023 (as amended, the "Investment Agreement");

WHEREAS, Article IX of the Corporation's Amended and Restated Certificate of Incorporation (as amended, the "Charter") restricts the Corporation's ability to consummate business combinations (as defined in the Charter) with an interested stockholder (as defined in the Charter) for three years after such stockholder became an interested stockholder; provided however that such restriction shall not apply if, prior to the time that a given stockholder became an interested stockholder, the Corporation's board of directors (the "Board") approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder (either such approval, an "Article IX Waiver");

WHEREAS, the Board delegated to a special committee of the Board (the "Special Committee") certain powers, including to grant one or more Article IX Waivers and waivers under the Investment Agreement, in connection with a potential transaction with Searchlight in the Special Committee's sole discretion;

WHEREAS, the Special Committee previously adopted resolutions authorizing and approving the Corporation's execution and delivery of that certain Agreement between the Corporation and Searchlight, dated as of August 1, 2025 (as heretofore amended, the "Agreement"), which contemplates, among other things, granting certain waivers and approvals under Section 5.05 of the Investment Agreement and granting an Article IX Waiver, in each case solely to the extent set forth in the Agreement;

WHEREAS, the Special Committee received a letter dated November 3, 2025 in which Searchlight and Abry Partners, LLC (together with its affiliates and associates, "Abry") proposed a transaction in which Searchlight and Abry would acquire all outstanding shares of common stock of the Corporation not already owned by Searchlight and Abry (the "Potential Transaction");

WHEREAS, the parties to the Agreement previously amended the Agreement to extend the Holiday Period (as that term is defined in the Agreement) to 5:00 p.m. New York time on March 15, 2026;

WHEREAS, the Special Committee has reviewed and considered an Amended and Restated Agreement in the form attached hereto as Exhibit A (the "Amended and Restated Agreement") which contemplates granting certain waivers and approvals under Section 5.05 of the Investment Agreement and granting an Article IX Waiver, in each case solely to the extent set forth in the Amended and Restated Agreement;

WHEREAS, capitalized terms herein shall have meanings set forth in the Amended and Restated Agreement unless defined otherwise herein; and

WHEREAS, the Special Committee has determined it to be advisable and in the best interests of the Corporation and its stockholders to enter into the Amended and Restated Agreement and to grant the approvals and waivers set forth herein and therein.

NOW, THEREFORE, BE IT RESOLVED, that the Amended and Restated Agreement and the form, terms and provisions thereof, and the Corporation's execution and delivery of the Amended and Restated Agreement and performance of its obligations thereunder, be and each hereby is, authorized, approved, and adopted in all respects; and be it

FURTHER RESOLVED, that the Special Committee hereby approves and grants an Article IX Waiver during the Holiday Period and Rollover Period solely to the extent provided by the Amended and Restated Agreement (the "Revised Holiday Periods"); and be it

FURTHER RESOLVED, that (i) during the Rollover Period, Searchlight, Abry and any Potential Rollover Party shall have an Article IX Waiver with respect to any discussions regarding, and the negotiation and entry into, any Additional Rollover Agreements with any Potential Rollover Party permitted by Section 6.20 of the Merger Agreement and (ii) Searchlight, Abry, the Additional Rollover Stockholders and any of their affiliates, associates or any Permitted Group involving any of the foregoing, shall have an Article IX Waiver with respect to all actions taken during the Holiday Period which are not in breach of the obligations under the Amended and Restated Agreement; and be it

FURTHER RESOLVED, that during the Holiday Period, Searchlight (i) shall not be restricted by Section 5.05(d) of the Investment Agreement with respect to ABRY and any Additional Rollover Stockholders and may confer and consult with and reach agreements and understandings with, and potentially be considered a "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934) with, ABRY and any Additional Rollover Stockholders (any such "group," a "Permitted Group") and (ii) shall not be deemed to violate Section 5.05(a) of the Investment Agreement by virtue of forming a Permitted Group with ABRY and/or any Additional Rollover Stockholders; *provided*, that: (x) no such Permitted Group shall include any other person who is not an affiliate or associate of Searchlight, ABRY or any Additional Rollover Stockholder and (y) if the Effective Time does not occur by the end of the Holiday Period or the Merger Agreement is terminated in accordance with its terms before the end of the Holiday Period, then any such Permitted Group formed during the Holiday Period shall be thereupon disbanded; and be it

FURTHER RESOLVED, that the restrictions and obligations under Article IX of the Charter and the Investment Agreement in effect immediately prior to the execution of the Agreement (the "Status Quo") shall once again apply after the respective Revised Holiday Periods, as applicable; *provided*, that no action taken during the Revised Holiday Periods which is permitted to be taken during the Revised Holiday Periods shall result in adverse consequences to Searchlight, Abry, the Potential Rollover Parties, or the Additional Rollover Stockholders under Article IX of the Charter or be deemed to constitute a breach of the Investment Agreement; and be it

FURTHER RESOLVED, that the Chair of the Special Committee be, and hereby is, authorized, empowered and directed to execute and deliver, for and on behalf of

the Corporation, the Amended and Restated Agreement, in such form as has been presented to the Special Committee.

Exhibit A

Amended and Restated Agreement
