
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

INSEEGO CORP.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation or Organization)

81-3377646
(I.R.S. Employer
Identification No.)

**9710 Scranton Road, Suite 200
San Diego, CA 92121
(858) 812-3400**
(Address of Principal Executive Offices)

**Inseego Corp. 2018 Omnibus Incentive Compensation Plan
Amended and Restated Inseego Corp. 2000 Employee Stock Purchase Plan
Inducement Stock Option Awards**
(Full Title of the Plans)

Kurt E. Scheuerman
Chief Administrative Officer and General Counsel
Inseego Corp.
9710 Scranton Road, Suite 200
San Diego, CA 92121
(858) 812-3400
(Name, Address and Telephone Number, Including Area Code, of Agent for Service)

Copy to:
Jason Simon
Greenberg Traurig, LLP
1750 Tysons Boulevard, Suite 1000
McLean, VA 22102
(703) 749-1386

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or 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
Non-accelerated filer

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 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

This Registration Statement on Form S-8 (this “Registration Statement”) has been filed by Inseego Corp., a Delaware corporation (the “Registrant”), to register additional shares of common stock authorized for issuance under the Company’s 2018 Omnibus Incentive Compensation Plan and Amended and Restated 2000 Employee Stock Purchase Plan, which were approved by the Company’s stockholders at the Company’s annual meeting of stockholders on September 23, 2024, as well as certain previously-granted inducement stock options.

This Registration Statement has been filed to register (i) 2,500,000 additional shares of the Registrant’s common stock, par value \$0.001 per share (the “Common Stock”), available for issuance under the Inseego Corp. 2018 Omnibus Incentive Compensation Plan, as amended (the “2018 Plan”), (ii) 500,000 additional shares of Common Stock available for issuance under the Amended and Restated Inseego Corp. 2000 Employee Stock Purchase Plan, as amended (the “ESPP”), and (iii) 50,000 shares of Common Stock issuable upon the vesting and exercise of non-qualified stock options (the “Inducement Options”). The Inducement Options were issued by the Registrant to certain individuals as an inducement material to each such individual’s employment with the Registrant and were approved by the compensation committee of the Registrant’s board of directors in reliance on the employment inducement exception under Nasdaq Listing Rule 5635(c)(4).

All of the share amounts presented herein reflect the 10-to-1 reverse stock split effective January 23, 2024.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be sent or given to participants as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"). Such documents need not be filed with the Securities and Exchange Commission (the "Commission"), either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 promulgated under the Securities Act. These documents and the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this registration statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed by the Registrant with the Commission, other than information furnished pursuant to Item 2.02 or Item 7.01, or related exhibits under Item 9.01, of Form 8-K are incorporated by reference in this Registration Statement:

- (a) the Registrant's Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2023, filed by the Registrant with the Commission on February 22, 2024, as amended by the Registrant's Annual Report on Form [10-K/A](#), filed by the Registrant with the Commission on April 1, 2024;
- (b) the Registrant's Quarterly Reports on Form 10-Q for the quarter ended [March 31, 2024](#), filed with the Commission on May 10, 2024, the quarter ended [June 30, 2024](#), filed with the Commission on August 8, 2024 and the quarter ended [September 30, 2024](#), filed with the Commission on November 13, 2024;
- (c) the Registrant's Current Reports on Form 8-K, filed by the Registrant with the Commission on [January 23, 2024](#), [February 21, 2024](#), [April 18, 2024](#), [May 9, 2024](#), [July 1, 2024](#), [July 22, 2024](#), [August 5, 2024](#), [August 7, 2024](#), [September 11, 2024](#), [September 16, 2024](#), [September 24, 2024](#), [October 2, 2024](#), [November 12, 2024](#), [November 12, 2024](#), and [December 2, 2024](#).
- (d) the description of the Registrant's Common Stock set forth in the Registrant's Registration Statement on [Form 8-A](#) (Registration No. 333-42570), filed by the Registrant with the Commission under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on September 29, 2000, including any amendments or reports filed for the purpose of updating such description, as amended by the current report on [Form 8-K12G3](#), filed by the Registrant with the SEC on November 9, 2016.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold (other than those furnished pursuant to Item 2.02 or Item 7.01, or related exhibits under Item 9.01, of Form 8-K or other information "furnished" to the Commission), shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Any document or any statement contained in a document incorporated or deemed incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement. Nothing in this Registration Statement shall be deemed to incorporate information furnished but not filed with the Commission pursuant to Item 2.02 or Item 7.01, or related exhibits under Item 9.01, of Form 8-K.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Kurt E. Scheuerman, who has given his opinion regarding the validity of the securities registered hereby is Chief Administrative Officer and General Counsel of the Registrant.

Item 6. Indemnification of Directors and Officers.

Section 145(a) of the Delaware General Corporation Law (the “DGCL”) provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 145(b) of the DGCL provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if he or she acted under similar standards, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to be indemnified for such expenses which the court shall deem proper.

Section 145 of the DGCL further provides that: (i) to the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b) or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by him or her in connection therewith; (ii) indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and (iii) the corporation may purchase and maintain insurance on behalf of any present or former director, officer, employee or agent of the corporation or any person who at the request of the corporation was serving in such capacity for another entity against any liability asserted against such person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liabilities under Section 145.

The Registrant’s amended and restated certificate of incorporation provides that, to the fullest extent permitted by the DGCL, its directors shall not be personally liable to the Registrant or its stockholders for monetary damages for breach of the directors’ fiduciary duties. This provision does not eliminate the duty of care, and in appropriate circumstances equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware law. In addition, each director will continue to be subject to liability for breach of the director’s duty of loyalty, for acts or omissions not in good faith or involving intentional misconduct or knowing violations of the law, for actions leading to improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law. The provision also does not affect a director’s responsibilities under any other law, such as the federal securities laws or state or federal environmental laws.

Article 6 of the Registrant’s amended and restated bylaws provides that the Registrant will indemnify, to the maximum extent and in the manner permitted by the DGCL, each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Registrant, whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, against all expenses, liability and loss reasonably incurred or suffered by such person in connection therewith.

In addition to the above, the Registrant has entered into indemnification agreements with each of its directors and executive officers (each, an “Indemnitee”). In general, the indemnification agreements provide that, subject to certain limitations, the Registrant will indemnify and hold harmless each Indemnitee against all expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such Indemnitee or on such Indemnitee’s behalf, in connection with certain pending, completed or threatened proceedings, as defined in the indemnification agreements, if the Indemnitee acted in good faith and reasonably in the best interests of the Registrant and, with respect to any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful. The Registrant also has directors’ and officers’ liability insurance, which provides coverage against certain liabilities that may be incurred by its directors and officers in their capacities as directors and officers of the Registrant.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Description
4.1	Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K12G3. (File No. 000-31659), filed on November 9, 2016).
4.2	Certificate of Amendment of Certificate of Incorporation of Inseego Corp., dated January 23, 2024 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed January 23, 2024).
4.3	Amended and Restated Bylaws of Inseego Corp. (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K12G3 (File No. 000-31659), filed on November 9, 2016).
4.4	Certificate of Designation of Series E Fixed-Rate Cumulative Perpetual Preferred Stock of Inseego Corp. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K (File No. 001-38358), filed on August 13, 2019).
4.5	Certificate of Amendment to Certificate of Designation of Series E Fixed-Rate Cumulative Perpetual Preferred Stock of Inseego Corp. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K (File No. 001-38358), filed on March 10, 2020).
4.6	Form of Inseego Corp. Common Stock Certificate (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K (File No. 000-31659), filed on November 9, 2016).
4.7	Indenture, dated as of November 6, 2024, by and among Inseego Corp. and Wilmington Savings Fund Society, FSB, as trustee (incorporated by reference Exhibit 4.1 to the Company's Current Report on Form 8-K, filed November 12, 2024).
4.8	Supplemental Indenture, dated as of November 6, 2024, by and among Inseego Corp., as issuer, the guarantors from time-to-time party thereto and Wilmington Trust, National Association, as trustee (incorporated by reference Exhibit 4.2 to the Company's Current Report on Form 8-K, filed November 12, 2024).
4.9	Form of 9.0% Senior Secured Notes due 2029 (incorporated by reference to Exhibit A to Exhibit 4.2 to the Company's Current Report on Form 8-K, filed November 12, 2024).
4.10	Form of Common Stock Purchase Warrant (incorporated by reference Exhibit 10.3 to the Company's Current Report on Form 8-K, filed November 13, 2024).
4.11	Base Indenture, dated May 12, 2020, between Inseego Corp. and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K, filed May 12, 2020).
4.12	First Supplemental Indenture, dated May 12, 2020, between Inseego Corp. and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K, filed May 12, 2020).
4.13	Form of 3.25% convertible senior note due 2025 (incorporated by reference Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q, filed August 10, 2020).
4.14	Registration Rights Agreement, dated August 6, 2018, by and among Inseego Corp. and the Investors identified on Exhibit A to the Securities Purchase Agreement (incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K, filed August 7, 2018)
4.15	Registration Rights Agreement dated November 6, 2024 (incorporated by reference Exhibit 10.4 to the Company's Current Report on Form 8-K, filed November 12, 2024).
5.1*	Opinion of Legal Counsel.
10.1	Inseego Corp. 2018 Omnibus Incentive Compensation Plan, as amended on July 30, 2024 (incorporated by reference Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q, filed November 13, 2024).
10.2	Amended and Restated Inseego Corp. 2000 Employee Stock Purchase Plan, as amended on July 30, 2024 (incorporated by reference Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q, filed November 13, 2024).
10.3*	Form of Inducement Stock Option Agreement.
23.1*	Consent of Marcum LLP, Independent Registered Public Accounting Firm.
23.2*	Consent of Legal Counsel (included in Exhibit 5.1 hereto).
24.1*	Power of Attorney (included on signature pages hereof).
107*	Filing Fee Table.

* Filed herewith.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low and high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if this Registration Statement and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on December 19, 2024.

INSEEGO CORP.

By: /s/ Steven Gatoff
Steven Gatoff
Chief Financial Officer

Each person whose signature appears below hereby constitutes and appoints Steven Gatoff and James Paul McClaskey, jointly and severally, his or her attorneys-in-fact, each with the full power of substitution, for him or her in any and all capacities, to sign this Registration Statement, and any amendments thereto (including post-effective amendments), and to file the same, with all exhibits thereto and other documents in connection therewith, with the SEC, hereby ratifying and confirming all that each of said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof. Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Philip Brace</u> Philip Brace	Executive Chairman of the Board of Directors <i>(Principal Executive Officer)</i>	December 19, 2024
<u>/s/ Steven Gatoff</u> Steven Gatoff	Chief Financial Officer <i>(Principal Financial and Accounting Officer)</i>	December 19, 2024
<u>/s/ James Paul McClaskey</u> James Paul McClaskey	Chief Accounting Officer <i>(Principal Accounting Officer)</i>	December 19, 2024
<u>/s/ James B. Avery</u> James B. Avery	Director	December 19, 2024
<u>/s/ Christopher Harland</u> Christopher Harland	Director	December 19, 2024
<u>/s/ Jeffrey Tudor</u> Jeffrey Tudor	Director	December 19, 2024



December 19, 2024

Inseego Corp.
9710 Scranton Road, Suite 200
San Diego, California 92121
Attention: Board of Directors

Re: Registration Statement on Form S-8

Gentlemen:

I am General Counsel and Chief Administrative Officer of Inseego Corp., a Delaware corporation (the "Company"), and am delivering this opinion in connection with the filing by the Company of a Registration Statement on Form S-8 (the "Registration Statement") registering under the Securities Act of 1933, as amended (the "Securities Act"), an aggregate of 3,050,000 shares (the "Shares") of the Company's common stock, par value \$0.001 per share, issuable under (i) the Inseego Corp. 2018 Omnibus Incentive Compensation Plan, as amended (the "2018 Plan"), (ii) the Amended and Restated Inseego Corp. 2000 Employee Stock Purchase Plan, as amended (the "ESPP"), and (iii) certain non-qualified inducement stock options (the "Inducement Options").

In connection with the preparation of the Registration Statement and this opinion letter, I have examined, considered and relied upon the following documents (collectively, the "Documents"):

- (i) the Company's amended and restated certificate of incorporation;
- (ii) the Company's amended and restated bylaws;
- (iii) resolutions of the board of directors of the Company;
- (iv) a copy of the 2018 Plan;
- (v) a copy of the ESPP;
- (vi) the award agreements related to the Inducement Options; and
- (vii) such other documents and matters of law as I have considered necessary or appropriate for the expression of the opinion contained herein.

In rendering the opinion set forth below, I have assumed without investigation the genuineness of all signatures and the authenticity of all Documents submitted to me as originals, the conformity to authentic original documents of all Documents submitted to me as copies, and the veracity of the Documents. For the purposes of the opinion set forth below, I have also assumed that in connection with the issuance of the Shares, the Company will receive consideration in an amount not less than the aggregate par value of the Shares covered by each such issuance. As to questions of fact material to the opinion hereinafter expressed, I have relied upon the representations and warranties of the Company made in the Documents.



Inseego Corp.
December 19, 2024
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Based upon the foregoing examination, and subject to the qualifications set forth below, I am of the opinion that the Shares have been duly authorized and, when issued, delivered and paid for in accordance with the provisions of the 2018 Plan, the ESPP, or the Inducement Options, as applicable, will be validly issued, fully paid and non-assessable.

The opinion expressed above is limited to the General Corporation Law of the State of Delaware, all rules and regulations underlying such statutory provisions of law, and all applicable judicial and regulatory determinations concerning such laws as reported in publicly available compilations of such judicial and regulatory determinations, as well as the federal laws of the United States of America. My opinion is rendered only with respect to laws, and the rules, regulations and determinations thereunder, which are currently in effect.

I hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to me in the Registration Statement. In giving this consent, I do not thereby admit that I am included within the category of persons whose consent is required by Section 7 of the Act and the rules and regulations promulgated thereunder.

Sincerely,

/s/ Kurt Scheuerman

Kurt Scheuerman
General Counsel and Chief Administrative Officer

Exhibit 10.3

**INSEEGO CORP.
INDUCEMENT NONSTATUTORY STOCK OPTION GRANT**

Inseego Corp., a Delaware corporation (the “Company”), hereby grants options (the “Options”) to purchase shares of its common stock (the “Shares”) to the individual named below (the “Optionee”). The terms and conditions of the Options are set forth in the attached agreement (the “Award Agreement”).

Name of Optionee	[●]
Number of Options Granted	[●]
Option Price per Share	[\$[●]]
Date of Option Grant	[●]
Option Expiration Date	[●]
Time-Vesting Schedule	[●]

The Board, in its discretion, may accelerate the vesting of any unvested Options in the event of a Change in Control. Except as otherwise provided in the Award Agreement, no Options shall vest after the Optionee’s service with or for the Company or any Subsidiary or Affiliate thereof has terminated for any reason.

By accepting this Option Grant, the Optionee hereby agrees to all the terms and conditions set forth in this Option Grant and the attached Award Agreement.

Company: _____
Name: _____
Title: _____

Optionee: _____
Name: _____

INSEGO CORP.
INDUCEMENT NONSTATUTORY STOCK OPTION AGREEMENT

- Other Agreements** The Option Grant and this Award Agreement constitute the entire understanding between you and the Company regarding these Options. Any prior agreements, commitments or negotiations concerning these Options are hereby superseded entirely. Notwithstanding the foregoing, to the extent a written employment agreement, change-in-control agreement, severance agreement or other similar written agreement or arrangement (an “Employment Arrangement”) that has been approved by the Board or a committee thereof provides for greater benefits to the Optionee than provided in the Option Grant or this Award Agreement with respect to (a) vesting of the Options upon termination of employment or in the event of a Change in Control, or (b) exercisability of the Options following termination of employment, then the terms of the Employment Arrangement with respect to these matters shall supersede the terms of the Option Grant and this Award Agreement.
- Nonstatutory Stock Option** These Options are not intended to be Incentive Stock Options under section 422 of the U.S. Internal Revenue Code, as amended (the “Code”) and will be interpreted accordingly.
- Vesting** These Options are exercisable only before they expire and then only with respect to those that are vested. These Options will vest according to the Vesting Schedule on the attached cover sheet.
- Term** These Options will expire in any event at the close of business at Company headquarters on the 10th anniversary of the Vesting Commencement Date, as shown on the cover sheet. These Options will expire earlier if your service terminates, as described below.
- Regular Termination** If your service terminates for any reason, other than death, Disability (as defined below), or Cause (as defined below), then, except as otherwise provided in an Employment Arrangement, these Options will expire at the close of business at Company headquarters on the 90th calendar day after your service termination date.
- Termination for Cause** If your service is terminated for Cause, as determined by the Board in its sole discretion, then immediately upon such event you automatically forfeit all rights to these Options and they shall immediately expire. For purposes of this Award Agreement, “Cause” shall mean the termination of your service due to your commission of any act of fraud, embezzlement or dishonesty; any unauthorized use or disclosure by you of confidential information or trade secrets of the Company or any Subsidiary or Affiliate thereof; or any other intentional misconduct on your part that adversely affects the business or affairs of the Company or any Subsidiary or Affiliate thereof in a material manner. This definition shall not restrict in any way the Company’s or any Subsidiary’s or Affiliate’s right to discharge you for any other reason, nor shall this definition be deemed to be inclusive of all the acts or omissions which constitute “Cause” for purposes other than this Award Agreement.
- Death** If your service terminates because of your death, then, except as otherwise provided in an Employment Arrangement, these Options will expire at the close of business at Company headquarters on the date twelve (12) months after the date of death. At any time during that twelve (12) month period, your estate or heirs may exercise those Options which were vested as of the date of your death.
- Disability** If your service terminates because of your Disability, then, except as otherwise provided in an Employment Arrangement, these Options will expire at the close of business at Company headquarters on the date twelve (12) months after your service termination date. At any time during that twelve (12) month period, you may exercise those Options which were vested as of the date your service terminated because of your Disability. For purposes of this Award Agreement, “Disability” shall mean that you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

- Leave of Absence** For purposes of these Options, your service is not interrupted or terminated when you go on a leave of absence that was approved in writing by a duly constituted officer of the Company or any Subsidiary or Affiliate thereof. Your service terminates in any event when the approved leave ends unless you immediately return to active work at the Company or any Subsidiary or Affiliate thereof.
- The Company, in its sole discretion, determines which leaves count for this purpose, as well as the point in time your service terminates for all purposes under this Agreement.
- Method of Exercise** When you wish to exercise any of these Options, you must provide written notice to the Company, or use such other method of exercise as may be specified by the Company, including exercise by electronic means on the web site of the Company's third-party equity plan administrator, which will specify how many Options you wish to exercise. If someone else wants to exercise these Options after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.
- Form of Payment** When you exercise Options, you must remit payment of the Option Price for the Shares you are purchasing at that time and any Tax-Related Items (as defined below). Payment may be made in one or a combination of the following forms:
- Cash, your personal check, a cashier's check or a money order.
- By delivery (on a form or by electronic means prescribed by the Company) of an irrevocable direction to a securities broker to sell Shares and to deliver all or part of the sale proceeds to the Company in payment of the aggregate Option Price and any Tax-Related Items.
- Withholding Taxes** Regardless of any action the Company or your employer (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to the Option Grant and legally applicable to you ("Tax-Related Items"), you acknowledge that the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Options, including, but not limited to, the grant, vesting or exercise of the Options, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Options to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. You acknowledge that neither the Company nor the Employer shall have any obligation to indemnify or otherwise hold you harmless from any or all of such Tax-Related Items. Further, if you are subject to tax in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former Employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.
- Prior to any relevant taxable or tax withholding event, as applicable, you will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:
1. withholding from your wages or other cash compensation paid to you by the Company and/or the Employer; or
 2. withholding from proceeds of the sale of Shares acquired at exercise, either through a voluntary sale or through a sale arranged by the Company (on your behalf pursuant to this authorization); or
 3. withholding in Shares to be issued at exercise.

To avoid negative accounting treatment, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the Options exercised, notwithstanding that a number of Shares is retained solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Option Grant.

Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Option Grant that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver Shares or the proceeds from the sale of Shares if you fail to comply with your obligations in connection with the Tax-Related Items.

- Transfer of Options** Prior to your death, only you may exercise these Options, or in the case of legal incapacity, your guardian or legal representative may act on your behalf. You cannot transfer or assign these Options. For instance, you may not sell the Options themselves or use them as security for a loan. If you attempt to do any of these things, the Options will immediately become invalid. You may, however, dispose of these Options in your will. Regardless of any marital property settlement agreement, the Company is not obligated to honor your spouse's interest in these Options in any way.
- Retention Rights** These Options or this Award Agreement do not give you the right to be retained or to continue to be retained by the Company or any Subsidiary or Affiliate thereof in any employment or other capacity. The Company or any Subsidiary or Affiliate thereof reserves the right to terminate your service at any time and for any reason.
- Stockholder Rights** You, or your estate or heirs, have no rights as a stockholder of the Company until you are recorded as the holder of the Shares upon the stock records of the Company. No adjustments are made for dividends or other rights if the applicable record date occurs before you are recorded as the holder of the Shares.
- Adjustments** In the event of a stock split, a stock dividend or a similar change in the Company stock, the number of Shares covered by these Options and the Option Price may be adjusted (and rounded down to the nearest whole number) as appropriate. These Options shall be subject to the terms of the agreement of merger, liquidation or reorganization in the event the Company is subject to such corporate activity.
- No Advice Regarding Grant** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Option Grant, or your acquisition or sale of the underlying Shares. You are hereby advised to consult your own personal tax, legal and financial advisors regarding the Option Grant and before taking any action related to the Option Grant.
- Not a Contract of Employment** By accepting this Award Agreement, you acknowledge and agree that (a) any person whose service is terminated before full vesting of an award, such as the one granted to you by this Option grant, could claim that his or her service was terminated to preclude vesting; (b) you will never make such a claim; (c) nothing in this Award Agreement confers on you any right to continue a service relationship with the Company, nor shall anything in this Award Agreement affect in any way your right or the rights of the Company or the Employer to terminate your service at any time, with or without cause; and (d) the Company would not have granted this Option to you but for these acknowledgments and agreements.
- Applicable Law** The Option grant and the provisions of this Award Agreement are governed by, and subject to, the internal substantive laws but not the choice of law rules of the State of Delaware. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this grant or this Award Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California, and agree that such litigation shall be conducted only in the courts of San Diego County, California, or the federal courts of the United States for the Southern District of California, and no other courts, where this grant is made and/or to be performed.

Electronic Delivery

The Company may, in its sole discretion, decide to deliver any documents related to the Option Grant by electronic means. You hereby consent to receive such documents by electronic delivery and to agree to participate in an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

Severability

The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Exhibit 23.1

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Registration Statement of Inseego Corp. on Form S-8 of our report dated February 21, 2024, with respect to our audits of the consolidated financial statements of Inseego Corp. as of December 31, 2023 and 2022 and for the years then ended appearing in the Annual Report on Form 10-K of Inseego Corp. filed on February 22, 2024.

/s/ Marcum LLP

Marcum LLP
Philadelphia, Pennsylvania
December 18, 2024

Calculation of Filing Fee Tables

Form S-8
(Form Type)

Inseego Corp.

(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered ⁽¹⁾	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price ⁽²⁾	Fee Rate	Amount of Registration Fee
Newly Registered Securities								
Fees to Be Paid	Equity	Common Stock, par value \$0.001 per share	457(c) and 457(h)	2,500,000 ⁽³⁾	\$ 11.13	\$ 27,825,000	\$ 0.00015310	\$ 4,260
	Equity	Common Stock, par value \$0.001 per share	457(c) and 457(h)	500,000 ⁽⁴⁾	\$ 11.13	\$ 5,565,000	\$ 0.00015310	\$ 852
	Equity	Common Stock, par value \$0.001 per share	457(c) and 457(h)	50,000 ⁽⁵⁾	\$ 11.13	\$ 556,600	\$ 0.00015310	\$ 85
						Total Offering Amounts	\$ 33,946,500	\$ 5,197
						Total Fees Previously Paid		\$ —
						Total Fee Offsets		\$ —
						Net Fee Due		\$ 5,197

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement shall be deemed to cover any additional securities to be offered or issued from stock splits, stock dividends or similar transactions with respect to the shares being registered.
- (2) The proposed maximum offering price per unit is estimated solely for purposes of calculating the registration fee according to Rule 457(c) under the Securities Act based on the average of the high and low prices of the registrant's Common Stock quoted on The Nasdaq Global Select Market on December 13, 2024.
- (3) Represents shares of Common Stock issuable under the 2018 Plan.
- (4) Represents shares of Common Stock issuable under the ESPP.
- (5) Represents shares of Common Stock issuable upon the vesting and exercise of the Inducement Options.