

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): September 30, 2026

INSEEGO CORP.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38358
(Commission File Number)

81-3377646
(IRS Employer
Identification No.)

**9710 Scranton Road, Suite 200
San Diego, California 92121**
(Address of principal executive offices) (Zip Code)

(858) 812-3400
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	INSG	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Explanatory Overview

On October 1, 2026, Inseego Corp. (“Inseego”) and Nokia Solutions and Networks Oy (“Nokia”) completed the transactions (the “Closing”) contemplated by the previously announced Asset Purchase Agreement (the “Purchase Agreement”) and Subscription Agreement (the “Subscription Agreement”), each entered into between them on April 30, 2026 and described in the Current Report on Form 8-K filed by Inseego on April 30, 2026 (the “Signing 8-K”).

At the Closing, pursuant to the terms of the Purchase Agreement, Inseego purchased substantially all of the assets (the “Purchased Assets”) comprising Nokia’s fixed wireless access business (the “FWA Business”) for a purchase price consisting of 1,163,693 shares of Inseego’s common stock (“Common Stock”), warrants (the “Consideration Warrants”) to purchase an aggregate of 521,139 shares of Common Stock, and the assumption of certain liabilities of the FWA Business.

Also at the Closing, pursuant to the previously announced terms of the Subscription Agreement, Nokia invested \$10,000,000 in cash in Inseego, in consideration for which Inseego issued to Nokia 775,795 shares of Common Stock and warrants to purchase an aggregate of 290,569 shares of Common Stock (the “Subscription Warrants” and, collectively with the Consideration Warrants, the “Warrants”). In connection with the Closing, Inseego and Nokia agreed to revise the exercise price of the Warrants to \$4.26, representing the 30-trading day volume weighted average price of the Common Stock for the period ended September 25, 2026. As a result of the Closing, Nokia holds approximately an 11% ownership interest in Inseego, not including the exercise of the Warrants.

In addition to the completion of the transactions described above, pursuant to an amendment to the Purchase Agreement entered into on September 30, 2026 (as further described below), Nokia will also make an additional cash payment of \$10,000,000 to Inseego by October 15, 2026, in support of Inseego’s engineering investment to drive the interoperability between Inseego’s device OS and cloud offerings and certain of Nokia’s technology ecosystems over the year following the Closing.

Item 1.01 Entry into a Material Definitive Agreement.

The disclosure set forth in the “Explanatory Overview” is incorporated by reference into this Item 1.01.

On September 30, 2026, Inseego and Nokia entered into Amendment No. 1 to the Asset Purchase Agreement (the “Amendment”). Pursuant to the Amendment, among other things, the parties agreed to the additional cash payment described above.

Pursuant to the terms of the Purchase Agreement and the Subscription Agreement, at the Closing, Inseego issued to Nokia the Warrants. The Consideration Warrants are exercisable to purchase an aggregate of 521,139 shares of Common Stock and the Subscription Warrants are exercisable to purchase an aggregate of 260,569 shares of Common Stock, in each case at an exercise price of \$4.26 per share (subject to adjustment for stock dividends, stock splits and similar events) for a period expiring on October 1, 2030. The Consideration Warrants are exercisable for cash, and the Subscription Warrants are exercisable for cash or on a cashless exercise basis, at the option of the holder.

Pursuant to the terms of the Purchase Agreement, at the Closing, Inseego and Nokia entered into a Lock-Up Agreement (the “Lock-Up Agreement”) pursuant to which Nokia agreed not to transfer any of the shares of Common Stock issued pursuant to the terms of the Purchase Agreement or the Subscription Agreement, any of the Warrants, or any shares of Common Stock underlying the Warrants (collectively, the “Securities”), subject to limited exceptions, for a period of (i) with respect to 50% of each type of the Securities, one year following the Closing and (ii) with respect to the remaining 50% of each type of the Securities, two years following the Closing. In addition, Inseego and Nokia entered into a Registration Rights Agreement (the “Registration Rights Agreement”). Pursuant to the Registration Rights Agreement, Inseego agreed to file a registration statement with the U.S. Securities and Exchange Commission (the “SEC”) within one year of the Closing in order to effect a registration for the resale by Nokia of the shares of Common Stock issuable pursuant to the terms of the Purchase Agreement and the Subscription Agreement, as well as the shares of Common Stock underlying the Warrants. The Registration Rights Agreement also grants Nokia certain demand and “piggyback” registration rights and will require Inseego, under certain circumstances, to assist with underwritten offerings for the Securities.

The foregoing descriptions of the Amendment, the Consideration Warrants, the Subscription Warrants, the Lock-Up Agreement and the Registration Rights Agreement are not complete and are subject to and qualified in their entireties by reference to the full text of such agreements, copies of which are filed as Exhibits 2.1, 4.1, 4.2, 10.1 and 10.2 to this Current Report on Form 8-K.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The disclosure set forth in the “Explanatory Overview” and the information contained in response to Item 1.01 of this Current Report is incorporated by reference into this Item 2.01.

On October 1, 2026, Inseego and Nokia completed the transactions contemplated by the Purchase Agreement, including the acquisition of the Purchased Assets by Inseego. As consideration for the Purchased Assets, Inseego issued to Nokia 1,163,693 shares of Common Stock and the Consideration Warrants, and assumed certain liabilities relating to the FWA Business.

The foregoing description of the acquisition of the Purchased Assets pursuant to the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Purchase Agreement which was filed with the SEC as Exhibit 2.1 to the Signing 8-K and is incorporated herein by reference, as amended by the Amendment.

As set forth in the Signing 8-K, the Purchase Agreement, as amended by the Amendment, governs the contractual rights between the parties in relation to the transactions contemplated thereby. The Purchase Agreement and the Amendment have been filed as exhibits to the Signing 8-K and this Current Report on Form 8-K, respectively, to provide investors with information regarding the terms thereof and are not intended to provide, modify or supplement any information about Inseego, the FWA Business, Nokia or any of their respective subsidiaries or affiliates, or their respective businesses. In particular, the Purchase Agreement, as amended by the Amendment, is not intended to be, and should not be relied upon as, disclosures regarding any facts and circumstances relating to Inseego, the FWA Business, or Nokia. The warranties contained in the Purchase Agreement and the Amendment have been negotiated with the principal purpose of allocating risk between the parties, rather than establishing matters as facts. The representations and warranties may also be subject to contractual standards of materiality that may be different from those generally applicable under the securities laws. For the foregoing reasons, the representations and warranties should not be relied upon as statements of factual information. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Purchase Agreement and/or the Amendment, which subsequent information may or may not be fully reflected in Inseego’s public disclosures.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure set forth in the “Explanatory Overview” and the information set forth in Items 1.01 and 2.01 of this Current Report with respect to the Securities issued at the Closing pursuant to the Purchase Agreement and the Subscription Agreement is incorporated by reference into this Item 3.02. The Securities have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or the securities laws of any state or other jurisdiction, and were offered in reliance upon the exemption from registration afforded by Section 4(a)(2) under the Securities Act and/or Regulation D promulgated thereunder and, as applicable, corresponding provisions of state securities laws, which exempt transactions by an issuer not involving any public offering. Nokia represented and warranted to Inseego that it is an “accredited investor” as such term is defined in Regulation D promulgated under the Securities Act.

Item 7.01 Regulation FD Disclosure.

On October 1, 2026, Inseego and Nokia issued a press release announcing the Closing. A copy of the press release is attached to this current report on Form 8-K as Exhibit 99.1 and is incorporated by reference into this Item 7.01.

The information in this Item 7.01, including Exhibit 99.1, is furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to liabilities under that section, and shall not be deemed to be incorporated by reference into the filings of Inseego under the Securities Act or the Exchange Act, regardless of any general incorporation language in such filings. This Current Report on Form 8-K will not be deemed an admission as to the materiality of any information of the information in this Item 7.01, including Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

The financial statements of the FWA Business required by Item 9.01(a) of Form 8-K are intended to be filed by an amendment to this Current Report no later than 71 days after the due date of this Current Report.

(b) Pro Forma Financial Information.

The unaudited pro forma financial information required by Item 9.01(b) of Form 8-K are intended to be filed by an amendment to this Current Report no later than 71 days after the due date of this Current Report.

(d) Exhibits.

The following Exhibits are filed with this Report:

Exhibit No.	Description
2.1*	<u>Amendment No. 1 to Asset Purchase Agreement, dated October 1, 2026, between Nokia Solutions and Networks Oy and Inseego Corp.</u>
4.1**	<u>Common Stock Purchase Warrant, dated October 1, 2026.</u>
4.2**	<u>Common Stock Purchase Warrant, dated October 1, 2026.</u>
10.1	<u>Lock-Up Agreement, dated October 1, 2026.</u>
10.2	<u>Registration Rights Agreement dated October 1, 2026, between Inseego Corp. and Nokia Solutions and Networks Oy.</u>
99.1	<u>Press Release dated October 1, 2026.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Certain schedules and exhibits to this agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC upon request. In addition, certain portions of this agreement have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. An unredacted copy of the agreement will be furnished to the SEC upon request.

** Certain portions of this agreement have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. An unredacted copy of the agreement will be furnished to the SEC upon request.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

INSEEGO CORP.

Date: October 1, 2026

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

CERTAIN INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDMENT NO. 1 TO THE ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO THE ASSET PURCHASE AGREEMENT, dated as of September 30, 2026 (this “Amendment No. 1”), amends the Asset Purchase Agreement, dated as of April 30, 2026 (the “APA”), by and between Nokia Solutions and Networks Oy, a company incorporated under the Laws of Finland with company number 2058430-6 and whose registered office is at Karakaari 7, Espoo, 02610, Finland (the “Seller”) and Inseego Corp., a Delaware corporation whose principal executive office is at 9710 Scranton Rd, Suite 200, San Diego, California 92121, United States of America (the “Purchaser”), and is made and entered into by and between the Seller and the Purchaser (collectively, the “Parties” and each a “Party”).

RECITALS

WHEREAS, Clause 32 of the APA sets forth that the APA may be varied only by execution of a written instrument signed by or on behalf of each Party; and

WHEREAS, the Seller and the Purchaser desire to amend certain provisions of the APA as set forth in this Amendment No. 1, in accordance with Clause 32 of the APA.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Seller and the Purchaser hereby agree as follows.

AGREEMENT

1. DEFINITIONS

Except as otherwise provided herein or if context otherwise requires, capitalized terms used but not defined in this Amendment No. 1 shall have the respective meanings ascribed to such terms in the APA.

2. AMENDMENTS TO THE APA

2.1 Definitions

- (a) The defined term “Automatic Transfer Employee” in Clause 1.1 of the APA is hereby deleted in its entirety and replaced by the following:

“Automatic Transfer Employee” means an Employee whose employment is expected to transfer from a member of the Seller’s Group to a member of the Purchaser’s Group pursuant to the Regulations on the applicable Transfer Date in the Automatic Transfer Jurisdictions.

- (b) The defined term “Offer Employees” in Clause 1.1 of the APA is hereby deleted in its entirety and replaced by the following:

“Offer Employees” means those Employees who will transfer from a member of the Seller’s Group to a member of the Purchaser’s Group or an Employer of Record by offer and acceptance on the applicable Transfer Date.

- (c) The defined term “Pre-Closing Warranty Obligation” in Clause 1.1 of the APA is hereby deleted in its entirety and replaced by the following:
- “Pre-Closing Warranty Obligation” means a contractual or statutory obligation to repair or replace manufacturing defects with respect to any FWA Products delivered prior to the Closing Date, applicable for assurance-type warranties which do not form separate performance obligations and service-type warranties.
- (d) The defined term “Relevant Customer” in Clause 1.1 of the APA is hereby deleted in its entirety and replaced by the following:
- “Relevant Customer” means each of the customers listed in Appendix 1 to this Amendment No. 1.
- (e) The defined term “Transferring Contracts” in Clause 1.1 of the APA is hereby deleted in its entirety and replaced by the following:
- “Transferring Contracts” means the Customer Contracts and any Purchase Orders.
- (f) The following defined terms are hereby inserted at Clause 1.1 of the APA:
- “Delayed Transfer Jurisdiction” means Austria and Belgium.
- “Engineering Activities” has the meaning given to it in Clause 13.12.
- “Engineering Support Payment” has the meaning given to it in Clause 13.12.
- “Local Payment Date” has the meaning given to it in Clause 3.2(a).
- “Mandatory LAPA Jurisdictions” means Finland, United States of America, Greece, India, France and Australia .
- “Transfer Date” means (a) the Closing Date, or (b) 1 November 2026 in respect of the Employees employed in a Delayed Transfer Jurisdiction.
- “Transferring Supplier Agreements” means each of the agreements listed in Appendix 2 to this Amendment No. 1, together with any other supplier agreement that the Parties may mutually agree in writing to designate as a Transferring Supplier Agreement following Purchaser’s review and approval of the terms thereof and the applicable assignment, transfer or novation documentation.
- (g) The defined term “Dixon Supplier Agreement” in Clause 1.1 of the APA is hereby deleted.
- (h) The defined term “Local Transferring Employee” in Clause 1.1 of the APA is hereby deleted in its entirety. Accordingly, the references to “Local Transferring Employees” within the definitions of “Employee” and “Local Business” are hereby deleted.
- (i) In the definitions of “Assumed Liabilities”, “Excluded Contractual Liabilities”, “Third-Party Consents” and in Clauses 2.1(a) and 9 and paragraph 3.1 of Schedule 3 (*Consent Matters*) of the APA, the phrase “Transferring Contract” is hereby replaced with “Transferring Contracts and Transferring Supplier Agreements”.

2.2 Local Consideration

Clause 3.2 of the APA is hereby deleted in its entirety and replaced by the following:

- (a) The Local Consideration shall be allocated by the Seller among the Seller Parties in accordance with the Local Consideration Allocation. The Purchaser Party shall make payment to the applicable Seller Party of the Local Consideration in cash pursuant to the relevant Local Asset Purchase Agreements in India, Saudi Arabia and China within ten (10) Business Days after the Closing Date (the “Local Payment Date”). Not later than three (3) Business Days prior to the Local Payment Date, the Seller shall pay, or cause to be paid, to the Purchaser by wire transfer of immediately available funds in Euros an amount in cash equal to such Local Consideration. No later than the later of (i) three (3) Business Days following receipt of such funds and (ii) the Local Payment Date, the applicable Purchaser Party shall pay to the applicable Seller Party an amount equal to the Local Consideration in accordance with the relevant Local Asset Purchase Agreements in India, Saudi Arabia and China. Notwithstanding anything to the contrary in this Agreement, no Local Asset Purchase Agreement executed and delivered after Closing shall require the payment of any Local Consideration in cash unless mutually agreed in writing by the Purchaser and Seller. If the Purchaser and Seller mutually agree that a Local Asset Purchase Agreement executed and delivered after Closing shall provide for Local Consideration to be paid in cash, the Local Consideration pre-funding and payment mechanics set forth in this Section shall apply to such Local Consideration as though such Local Asset Purchase Agreement had been expressly identified herein as of the date of this Agreement.
- (b) With respect to the option to acquire the FWA Equipment set out in Clause 2.1(d), if and to the extent such option is exercised, (i) the relevant Purchaser Party shall make payment of the amount required under the Engineering and Supply Chain Support Services Agreement to the applicable Seller Party in accordance with the terms of the Engineering and Supply Chain Support Services Agreement and (ii) the Seller shall pay the equivalent amount to the Purchaser within ten (10) Business Days after such Seller Party receives the relevant payment.

2.3 Business Audit

Clause 8.6 of the APA is hereby deleted in its entirety and replaced by the following:

The Seller shall, or shall cause its Affiliates to, engage Deloitte to (a) conduct an audit of the statements of assets acquired and liabilities assumed relating to the Business as of December 31, 2024 and 2025, the statements of revenues and direct expenses of the Business for the years then ended, and the applicable footnotes thereto, and (b) perform reviews of the Business’s unaudited statements of assets acquired and liabilities assumed as of June 30, 2026 and the statements of revenues and direct expenses of the Business for the six (6) months ended June 30, 2026, and the applicable footnotes thereto, (collectively, the “Business Audit”) and shall deliver the completed Business Audit to the Purchaser at least five (5) Business Days prior to Closing. The Business Audit shall be prepared in accordance with the Accounting Principles and rules and regulations of the SEC as applicable to an audit conducted on the basis of the Accounting Principles and relating to abbreviated financial statements within the meaning of Rule 3-05(e) of Regulation S-X. The Seller shall keep Purchaser reasonably informed of the status of the Business Audit, and the Purchaser shall provide reasonable assistance and cooperate with the Seller in connection with the Business Audit.

2.4 Removal of Denmark and Spain from Transaction

The Parties confirm and agree that Denmark and Spain are no longer within the scope of the Transaction, and, notwithstanding any references to Denmark and Spain in the APA or any other Transaction Documents (including all exhibits and schedules incorporated therein), including in the definition of “Non-Automatic Transfer Employees” in Clause 1.1 of the APA, the Asset Distribution Matrix, and Schedule 1 and Schedule 2 of the Trademark Assignment Agreement, all references to Denmark and Spain in the APA and the other Transaction Documents shall be deemed deleted and of no force or effect.

2.5 Removal of Italy and Malaysia from scope from an employment perspective

The Parties confirm and agree that any Employees of the Seller in Italy and Malaysia that were intended to transfer, whether as Non-Automatic Transfer Employees, Offer Employees or otherwise, are no longer within the scope of the Transaction and, notwithstanding any references to Italy and Malaysia in the APA or any other Transaction Documents (including all exhibits and schedules incorporated therein), to the extent that such provisions relate to Employees in these specific jurisdictions, the definition of “Non-Automatic Transfer Employees” in Clause 1.1 of the APA and the Asset Distribution Matrix, and all references to Italy and Malaysia in the APA and the other Transaction Documents, to the extent that they relate to Employees of the Seller in those jurisdictions, shall be deemed deleted and of no force or effect.

2.6 Inventory

The Parties confirm and agree that, where the quantum of any Inventory in any specific jurisdiction is less than €10,000 as at the applicable calculation date, such Inventory shall be disregarded and excluded from the scope of the Transaction and shall therefore remain with the Seller or the relevant Seller Party (as applicable).

2.7 Employees

- (a) Clause 11 (other than Clause 11.6) of the APA is hereby amended so that references to the “Closing Date” or “Closing” shall be replaced with “the applicable Transfer Date”.

- (b) The following is inserted as a new Clause 11.3(c) of the APA:

Notwithstanding Clauses 11.3(a)-(b) and Clause 11.4, with respect to the Employee in Germany:

- a) The Seller shall make a severance payment to such Employee in connection with the termination of such employee’s employment with the Seller’s Group in accordance with the Seller’s usual practice and waives any right to indemnification from the Purchaser under Clause 11.12 in respect of such a payment; and
- b) the Seller agrees that the Purchaser shall not be in breach of Clauses 11.3(a)-(b) and / or Clause 11.4 provided that the Purchaser’s Employer of Record makes an offer of a consultancy engagement to such Employee.

- (c) The final sentence of Clause 11.6 of the APA is hereby deleted in its entirety and replaced by the following:

In the event that any of the Open Roles have not been filled prior to October 31, 2026, pursuant to Schedule 7, the Seller shall pay to the Purchaser a lump sum of \$45,000 per Open Role (the sum of all such payments, the “Open Roles Payment Amount”) for the engagement of external recruitment agents to fill the Open Roles. The Parties acknowledge and agree that five (5) of the Open Roles have been filled as at the Closing Date.

- (d) The following is inserted as a new Clause 11.18 of the APA:

Notwithstanding the treatment of Accrued Holiday Pay as an Adjustment Item provided in this Agreement, the Parties agree that, with respect to the Transferred Employees in Australia, Austria, Indonesia, the US and Canada (and for part of the Transferred Employees’ Accrued Holiday Pay in Finland), the Seller shall settle any outstanding Accrued Holiday Pay balance directly with such Transferred Employees in its next available payroll following the Closing Date. Any Accrued Holiday Pay settled by the Seller pursuant to this Clause 11.18 shall not be treated as an Adjustment Item and shall be excluded from the calculation set forth in Annex A to Schedule 7.

- (e) The following is inserted as a new Clause 11.19 of the APA:

The Parties agree that the number of Employees expected to transfer to the Purchaser's Group as set forth in the Asset Distribution Matrix shall be revised as follows: (a) in Finland, three Non-Automatic Transfer Employees shall enter into tripartite agreements with the relevant member of the Seller's Group and the Employer of Record; (b) in Australia, two Offer Employees will receive Written Offers; (c) in China, no Written Offers shall be made; and (d) to reflect the fact that Employees in some other jurisdictions have not accepted Written Offers and/or have resigned from their employment by a member of the Seller's Group prior to Closing. The Parties shall cooperate to update the Asset Distribution Matrix and any applicable Transaction Documents (including Local Asset Purchase Agreements) to reflect these revised numbers and any other changes to the number of Employees expected to transfer prior to Closing.

- (f) The following is inserted as a new Clause 11.20 of the APA:

Notwithstanding Clause 11.2, the Parties acknowledge and agree that, with respect to each Non-Automatic Transfer Employee, the Employer of Record shall not be a party to the applicable tripartite agreement.

- (g) The following is inserted as a new Clause 11.21 of the APA:

Notwithstanding Clause 11.3(a)(i), the Seller or a member of the Seller's Group shall make:

- (a) a statutory termination payment to the Non-Automatic Transfer Employee in Austria in connection with the termination of such employee's employment with the Seller's Group. Such payment shall be borne solely by the Seller and the Seller waives any right to reimbursement, contribution or indemnification obligation from the Purchaser under Clause 11.12 in respect of such payment. For the avoidance of doubt, Clauses 11.3(a)(i) and 11.12 shall not apply to such payment; and
- (b) a payment to the Non-Automatic Transfer Employees in France in connection with the termination of their employment with the Seller's Group, such payment to reflect the portion of the applicable employee's Time Savings Account that relates to their period of service with the Seller's Group.

Any amounts settled by the Seller pursuant to this Clause 11.21 shall not be treated as an Adjustment Item and shall be excluded from the calculation set forth in Annex A to Schedule 7.

2.8 Device OS and Cloud Engineering Support Payment.

The following is inserted as a new Clause 13.12 of the APA:

13.12 Device OS and Cloud Engineering Support Payment

- (a) In consideration of the Purchaser's agreement to undertake engineering, software development, product management, platform integration and related activities with respect to products and technologies of the Purchaser (the "Engineering Activities"), the Seller shall pay the Purchaser the amount listed in Section 13.12 of the Disclosure Letter in cash (the "Engineering Support Payment") no later than October 15, 2026. During the period commencing on the Closing Date and ending on the first anniversary of the Closing Date (the "Support Period"), the Purchaser shall use commercially reasonable efforts to perform the Engineering Activities. Promptly following the end of each calendar quarter during the Support Period, the Purchaser shall provide the Seller with a written summary describing, at a high level, the Engineering Activities performed during such quarter. Subject to the last sentence of this Clause 13.12(a), the Seller may acknowledge and accept the applicable quarterly summary within ten (10) calendar days following receipt thereof; *provided*, that such acknowledgement and acceptance shall be solely for the purposes of confirming the Seller's receipt of the quarterly summary and shall not require the Seller to review, evaluate, verify or otherwise assess the nature, scope, quality, sufficiency or results of any Engineering Activities. If the Seller does not object in writing within ten (10) calendar days following receipt of such summary, such quarterly Engineering Activities shall be deemed accepted. The Engineering Support Payment shall be deemed fully earned each quarter upon expiration of that quarter's Support Period (i.e., one quarter of the Support Payment shall be deemed earned on the last day of each quarter in the Support Period). For the avoidance of doubt and notwithstanding anything to the contrary set forth in this Agreement, the process under this Clause 13.12(a) and any related communications between the Parties in no event serves as a consent, waiver or agreement for the purposes of Clauses 13.12(b) or Clause 13.12(c) or with respect to any other rights, including relating to Intellectual Property, of the Seller's Group.
- (b) The Purchaser shall determine the nature, scope, priority, sequencing and manner of performance of the Engineering Activities in its reasonable discretion. Any Engineering Activities that would require any effort or cooperation by the Seller's Group or be intended to support interoperability between (i) the FWA Products or any other products or technologies of the Purchaser and (ii) products, solutions, platforms or other technologies of the Seller's Group, including Corteca and related technology ecosystems, shall be subject to a separate prior written agreement to be entered into in the sole discretion of each of the Parties. Unless otherwise agreed, the sole obligation of the Purchaser under this Section is to use commercially reasonable efforts to perform the Engineering Activities, and the Engineering Support Payment shall not be subject to refund, repayment, reduction, withholding, setoff or recoupment, whether before or after it is deemed earned, and the sole obligation of the Seller is to make the Engineering Support Payment.
- (c) Except as expressly provided in the Transaction Documents or in a separate agreement for or with respect to the Engineering Activities (if any), nothing in this Amendment grants either Party any ownership interest in, or license to, the other Party's intellectual property, technology, software or platforms, whether existing prior to or developed after Closing, including for the purposes of the Engineering Activities.

2.9 Transferring Contracts, Remaining Customers, Transferring Supplier Agreements and Non-Transferring Supplier Agreements

- (a) Clause 14 of the APA is hereby re-titled "Transferring Contracts, Remaining Customers, Transferring Supplier Agreements and Non-Transferring Supplier Agreements".

- (b) Clause 14.1 of the APA is hereby amended so that reference to “the Effective Time” shall be replaced with “the Effective Time, or such other time and date as the Parties may agree with respect to any Transferring Contract”.
- (c) Clause 14.3(b) of the APA is hereby amended so that the statement “For the duration of the Term (as defined in Schedule 5),” shall be deleted and replaced with “As long as the Back-to-Back Principles remain applicable pursuant to Schedule 5,”.
- (d) Clause 14.5 of the APA is hereby deleted in its entirety and replaced by the following:

14.5 Supplier Agreements

- (a) The provisions applicable with respect to the transfer of the Transferring Contracts shall apply *mutatis mutandis* with respect to the Transferring Supplier Contracts provided that the transfer, assignment or novation of the Transferring Supplier Contracts to the Purchaser or the relevant Purchaser Party shall take effect no earlier than the expiry of the Term (as defined in Schedule 5) and that only the provisions of Schedule 5 applicable with respect to the Supplier Contracts or the Supplier Transition Arrangements (as defined in Schedule 5) shall continue to apply to the Transferring Supplier Contracts for the duration of the Term (as defined in Schedule 5).
- (b) The Purchaser acknowledges and agrees that none of the provisions of this Clause 14.5 apply to any of the Supplier Agreements (other than the Transferring Supplier Agreements) (the “Non-Transferring Supplier Agreements”) and the Purchaser undertakes to be responsible for replacing the arrangements under such Non-Transferring Supplier Agreements as soon as practicable following Closing. The provisions of Schedule 5 applicable with respect to the Supplier Contracts or the Supplier Transition Arrangements (as defined in Schedule 5) shall apply to the Non-Transferring Supplier Agreements. The Purchaser acknowledges that the terms and conditions of the Non-Transferring Supplier Agreements are subject to confidentiality obligations and other restrictions under applicable laws or regulations, including competition or antitrust laws, that restrict or prohibit their disclosure to the Purchaser or members of the Purchaser’s Group.

2.10 VAT Payment Obligations

Clause 22.1 of the APA is amended by inserting the following at the end of the clause:

- (a) Upon receipt by the Purchaser of any valid VAT invoice issued by the Seller or an applicable Seller Party pursuant to this Clause 22 or any Local Asset Purchase Agreement, the amount of VAT shown on such VAT invoice shall constitute an unsecured payment obligation of the Purchaser to the Seller (each, a “VAT Repayment Obligation”). Each applicable VAT invoice shall be settled, without duplication, either (1) by the later of (i) five (5) Business Days following delivery of the applicable VAT invoice and (ii) the due date for the applicable VAT, the Seller shall pay, or cause to be paid to the applicable Governmental Entity the relevant VAT Repayment Obligation amount and provide reasonable evidence to Purchaser of such payment or (2) to the extent that Purchaser or any Purchaser Party is required to pay the VAT to the applicable Government Authority under the relevant applicable Law, within two (2) Business Days following delivery of the applicable VAT invoice, Seller shall pay, or cause to be paid, to Purchaser by wire transfer of immediately available funds an amount in U.S. Dollars equal to the principal amount of the applicable VAT Repayment Obligation and Purchaser or the relevant Purchaser Party will pay, or cause to be paid, by the later of (i) five (5) Business Days following delivery of the applicable VAT invoice and the (ii) due date for the applicable VAT such amount to the applicable Government Authority and will provide reasonable evidence to Seller of such payment. In accordance with and subject to Clause 22.4 and in accordance with Clause 22.8, the Purchaser shall repay each VAT Repayment Obligation plus interest calculated in accordance with Clause 22.5 (such interest, “VAT Interest”) in cash on or before the date that is twelve (12) months after the date of the final VAT invoice (the “VAT Payment Date”) by wire transfer of immediately available funds to an account designated in writing by the Seller.

The following are inserted as new Clauses 22.4 through 22.8 of the APA:

- (b) 22.4 The aggregate amount payable with respect to any VAT Repayment Obligation outstanding on the VAT Payment Date shall not exceed an amount equal to U.S. \$1,000,000 (the “Maximum Repayment Amount”). To the extent that the aggregate amount otherwise payable by the Purchaser in respect of all VAT Repayment Obligations outstanding on the VAT Payment Date would exceed the Maximum Repayment Amount, the Purchaser shall have no obligation to pay such excess, and such excess shall be deemed satisfied for all purposes.
- (c) 22.5 Interest shall accrue on the unpaid amount of each VAT Repayment Obligation at a variable rate per annum equal to the one-year United States Treasury constant maturity rate (the “1-Year CMT Rate”), as published by the Board of Governors of the Federal Reserve System (or any successor publication designated by the Federal Reserve) on the most recent date of publication preceding the date of the VAT invoice (the “Interest Rate”). The Interest Rate applicable to a VAT Repayment Obligation shall be fixed as of the date of the VAT invoice and shall remain in effect until such VAT Repayment Obligation has been paid in full. Interest shall be computed on the basis of a 364/366-day year and the actual number of days elapsed and shall accrue from and including the date of the VAT invoice to but excluding the date on which the applicable VAT Repayment Obligation is paid in full. If the 1-Year CMT Rate ceases to be published or is otherwise unavailable, the Seller shall, in its reasonable discretion, designate a substantially comparable successor reference rate, which designation shall be binding on the Purchaser absent manifest error. In no event shall any interest charged, collected or reserved under this Clause 22 exceed the maximum rate permitted by applicable Law, and any excess interest paid shall be applied to reduce the unpaid amount of the applicable VAT Repayment Obligation.
- (d) 22.7 Nothing in this Clause 22 relieves either Party or any Purchaser Party or Seller Party of any obligation imposed by applicable Law with respect to the invoicing, payment, administration, remittance or recovery of VAT.
- (e) 22.8 If the Purchaser, any Purchaser Party or the representative member of any group of which a Purchaser Party is a member for VAT purposes is or becomes entitled to claim any repayment, credit or refund in respect of VAT arising under this Agreement or any Local Asset Purchase Agreement (a “VAT Refund”), the Purchaser shall, and shall cause each applicable Purchaser Party or representative member to, take all actions necessary or appropriate, at the Purchaser’s sole cost, to recover or obtain such VAT Refund in cash, including responding to any queries and providing any information, documents or clarifications requested by the relevant Tax Authority. The Purchaser shall use commercially reasonable efforts to recover or obtain each VAT Refund by no later than the earlier of (a) six (6) months after receipt of the applicable valid VAT invoice and (b) the applicable deadline under applicable Law. Within five (5) Business Days after receipt of a VAT Refund, the Purchaser shall pay, or cause to be paid, an amount equal to such VAT Refund, including (i) any interest or repayment supplement received from a Tax Authority in connection therewith, to the Seller and (ii) any VAT Interest. Where a VAT Refund takes the form of a credit against output VAT, such VAT Refund shall be treated as received when the relevant VAT return claiming such credit is submitted to the relevant Tax Authority. The Purchaser shall, and shall cause each applicable Purchaser Party to, keep the Seller reasonably informed of all material correspondence, meetings and discussions with a Tax Authority relating to a VAT Refund and provide the Seller with copies of all material written correspondence relating thereto. The Purchaser shall, and shall cause each applicable Purchaser Party to, retain all material records and supporting documentation relating specifically to a VAT Refund for the applicable statutory retention period and, upon reasonable written notice, provide the Seller and its duly authorized representatives with reasonable access to such records and documentation, including the right to make copies, for purposes of verifying compliance with this Clause 22.8.

2.11 Local Asset Purchase Agreements

(a) Paragraph 1.2(f) of Schedule 1 of the APA is hereby deleted in its entirety and replaced by the following:

(f) the duly executed Local Asset Purchase Agreements for the Mandatory LAPA Jurisdictions signed by the relevant Seller Party;

(b) Paragraph 2.2(c)(v) of Schedule 1 of the APA is hereby deleted in its entirety and replaced by the following:

(v) the duly executed Local Asset Purchase Agreements for the Mandatory LAPA Jurisdictions signed by the relevant Purchaser Party;

2.12 Amendment of Schedule 4 (*Excluded Assets*)

Paragraph 3 of Schedule 4 of the APA is hereby amended so that references to the “Dixon Supplier Agreement” shall be replaced with “Transferring Supplier Agreements”.

2.13 Deletion and Restatement of Schedule 5 (*Back-to-Back Arrangements*)

The Parties confirm and agree that Schedule 5 (*Back-to-Back Arrangements*) to the APA is deleted in its entirety and shall be of no further force or effect, and it shall be replaced with Schedule 5 (*Back-to-Back Arrangements and Supplier Transition Arrangements*), attached as Appendix 3 to this Amendment No. 1, which schedule shall supersede and restate in its entirety the original Schedule 5 (*Back-to-Back Arrangements*) to the APA.

2.14 Quarterly Engineering Transition Support Payment

Paragraph 1.1 of Schedule 6 of the APA is hereby deleted in its entirety and replaced by the following:

1.1 With respect to the first Quarterly Period immediately following Closing (the “First Quarterly Period”), no later than the date that is fourteen (14) days following Closing, the Seller shall pay to the Purchaser the amount listed in Part 1.1 of Schedule 6 of the Disclosure Letter (the “First Quarterly Engineering Transition Support Payment”). With respect to each of the subsequent three (3) Quarterly Periods immediately following the First Quarterly Period, no later than the date that is ten (10) Business Days prior to the first day of each such Quarterly Periods, the Seller shall pay to the Purchaser the amount listed in Part 1.1 of Schedule 6 of the Disclosure Letter (together with the First Quarterly Engineering Transition Support Payment, each, the “Quarterly Engineering Transition Support Payment”).

2.15 Deletion and Restatement of Schedule 10 (*Asset Distribution Matrix*)

The Parties confirm and agree that Schedule 10 (*Asset Distribution Matrix*) to the APA is deleted in its entirety and shall be of no further force or effect, and it shall be replaced with Schedule 10 (*Asset Distribution Matrix*), attached as Appendix 4 to this Amendment No. 1, which schedule shall supersede and restate in its entirety the original Schedule 10 (*Asset Distribution Matrix*) to the APA.

3. NO OTHER CHANGE

Except as expressly amended hereby, the Agreement is in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall not be affected hereby and shall continue in full force and effect.

4. AUTHORITY RELATIVE TO AMENDMENT

Each Party hereto represents and warrants that it has all requisite company or corporate power and authority to execute and deliver this Amendment No. 1. This Amendment No. 1 constitutes, assuming due authorization, execution, and delivery by the other Parties hereto, a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. EFFECTIVENESS

- 5.1 Clause 2.3 of this Amendment No. 1 shall become effective retroactively as of April 30, 2026, and Clause 8.6 of the APA, as modified by this Amendment No. 1, shall apply onward from April 30, 2026.
- 5.2 Except as provided under Clause 5.1, all the other provisions of this Amendment No. 1 shall be effective as of the date of this Amendment No. 1. Except to the extent specifically amended hereby, all of the terms of the APA shall remain unchanged and in full force and effect, and, to the extent applicable, such terms shall apply to this Amendment No. 1 as if it formed a part of the APA.

6. REFERENCES TO THE APA

After giving effect to this Amendment No. 1, each reference in the APA to “this Agreement”, “hereof”, “hereunder” or words of like import referring to the APA shall refer to the APA as amended by this Amendment No. 1. All references in the APA to “the date hereof” or “the date of this Agreement” shall refer to April 30, 2026.

7. ENTIRE AGREEMENT

This Amendment No. 1, the APA (including the Exhibits thereto) and the Ancillary Documents constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and undertakings, both written and oral, between the Parties, or any of them, with respect to the subject matter hereof and thereof.

8. OTHER PROVISIONS

The provisions of Clauses 27 (*Assignment*), 28 (*Notices*), 29 (*Invalidity*), 32 (*Variation*), 33 (*Language*), 34 (*No Waiver*), 35 (*Third-Party Beneficiaries*), 36 (*Counterparts*), 38 (*Governing Law and Submission to Jurisdiction*), 39 (*Limitation of Liability*), 40 (*Specific Performance*), and 41 (*Cumulative Remedies*) of the APA shall, to the extent not already set forth in this Amendment No. 1, apply *mutatis mutandis* to this Amendment No. 1.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Amendment No. 1 to be duly executed as of the date first above written.

NOKIA SOLUTIONS AND NETWORKS OY

By: /s/ Iida Keihaskoski
Name: Iida Keihaskoski
Title: Authorized Signatory

By: /s/ Pasi Virtanen
Name: Pasi Virtanen
Title: Authorized Signatory

INSEEGO CORP.

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

Appendix 1

Relevant Customers

Appendix 2

Transferring Supplier Agreements

Appendix 3

SCHEDULE 5 BACK-TO-BACK ARRANGEMENTS

[**]

Appendix 4

SCHEDULE 10 ASSET DISTRIBUTION MATRIX

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

COMMON STOCK PURCHASE WARRANT

INSEEGO CORP.

Warrant Shares: 521,139

Initial Exercise Date: October 1, 2026

Issue Date: October 1, 2026

THIS COMMON STOCK PURCHASE WARRANT (the "**Warrant**") certifies that, for value received, Nokia Solutions and Networks Oy or its assigns (the "**Holder**") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after October 1, 2026 (the "**Initial Exercise Date**") and on or prior to 6:30 p.m., New York City time, on October 1, 2030 (the "**Termination Date**"), but not thereafter, to subscribe for and purchase from Inseego Corp., a Delaware corporation (the "**Company**"), up to 521,139 shares (as adjusted from time to time as provided in Section 2) of common stock, par value \$0.001 per share, of the Company (the "**Common Stock**") (each such share, a "**Warrant Share**" and all such shares, the "**Warrant Shares**"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price (as defined in Section 1(b)). Except as otherwise defined herein, capitalized terms used in this Warrant shall have the meanings set forth in Section 5.

Section 1 Exercise.

(a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part (but not as to fractional shares), at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company (or such other office or agency that the Company may designate by notice to the registered Holder at the address of the Holder appearing on the books of the Company) of an appropriately completed and duly executed Notice of Exercise in the form annexed hereto as Annex I (the "**Notice of Exercise**") and the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise form be required.

(b) Exercise Price. The exercise price per share of Common Stock under this Warrant shall be \$4.26, subject to adjustment hereunder (the "**Exercise Price**").

(c) Mechanics of Exercise.

(i) Delivery of Warrant Shares Upon Exercise.

(1) Warrant Shares purchased hereunder shall be promptly transmitted by the Transfer Agent to the Holder following receipt of the Notice of Exercise and payment of the aggregate Exercise Price by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by physical delivery of a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise.

(2) Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares; *provided, however*, that if payment of the Exercise Price, if applicable, is not received by the Company with such Notice of Exercise, the Holder shall be deemed to have become the holder of record of the Warrant Shares specified in such Notice of Exercise one (1) Trading Day following the Company's receipt of the Exercise Price therefor.

(ii) Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within two (2) Trading Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within two (2) Business Days of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

(iii) Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 1(c)(i) within two (2) Trading Days following receipt of the Notice of Exercise and aggregate Exercise Price, if applicable, then the Holder will have the right to rescind such exercise.

(iv) No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant.

(v) Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; *provided, however*, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant, when surrendered for exercise, shall be accompanied by the Assignment Form attached hereto as Annex II (the "**Assignment Form**"), duly executed by the Holder, and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. For the avoidance of doubt, the Company shall not be responsible for any tax which may be payable in respect of any transfers involved in the registration of any book entry or certificates for Warrant Shares or Warrants in a name other than that of the Holder.

(vi) Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

(d) Holder's Exercise Limitations.

(i) The Holder shall not have the right to exercise any portion of this Warrant, pursuant to this Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "**Attribution Parties**")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (A) exercise of the remaining, unexercised portion of this Warrant beneficially owned by the Holder or any of its Attribution Parties, and (B) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company (including any preferred stock) beneficially owned by the Holder or any of its Attribution Parties that, in the case of both (A) and (B), are subject to a limitation on conversion or exercise similar to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this Section 2(d)(i), beneficial ownership and determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(d)(i) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. For purposes of this Section 2(d)(i), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of shares of outstanding Common Stock as reflected in (1) the Company's most recent periodic or annual report filed with the Securities Exchange Commission, as the case may be, (2) a more recent public announcement by the Company or (3) a more recent notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within three (3) Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. This provision shall not restrict the number of shares of Common Stock which a Holder may receive or beneficially own in order to determine the amount of securities or other consideration that such Holder may receive in the event of a Fundamental Transaction (as defined below) as contemplated in this Warrant.

(i) The "**Beneficial Ownership Limitation**" shall initially be 19.9% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(d) to any percentage specified in such notice. Any increase or decrease in the Beneficial Ownership Limitation will not be effective until the (sixty-first) 61st day after such notice is delivered to the Company. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

Section 2 Certain Adjustments.

(a) Voluntary Adjustment by the Company. The Company may, at any time, with the prior written consent of the Holder, reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the Board of Directors of the Company.

(b) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a Distribution (as defined below) on its Common Stock or any other equity or equity equivalent securities payable in Common Stock (which, for the avoidance of doubt, shall not include any Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding Common Stock into a smaller number of shares or (iv) issues by reclassification of Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 2(b) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or Distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification; provided that if such record date is fixed and such dividend is not fully paid or such Distribution is not fully made on the date fixed therefor, the Exercise Price shall be recomputed accordingly as of the close of business on such record date and thereafter such Exercise Price shall be adjusted pursuant to this Section 2(b) to reflect the actual payment of such dividends or Distributions.

(c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 2(a) and Section 2(b) above, if at any time the Company grants, issues or sells any rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Common Stock (the ***“Purchase Rights”***), then such Purchase Rights shall be held in abeyance for the Holder until the Holder exercises this Warrant in full and, upon the exercise of the Warrant in full, the Holder shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including, without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights; *provided, however*, to the extent that the Holder’s right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation. When such a Purchase Right is granted, issued or sold, the Company shall promptly notify the Holder of such event and of the Purchase Rights that such Holder is entitled to receive upon exercise of the Warrant.

(d) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of its Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a ***“Distribution”***), then, in each such case, the Board of Directors of the Company shall set aside the amount of such dividend or Distribution that the Holder would have participated in if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant in full (without regard to any limitations on exercise hereof, including, without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such dividend or Distribution, or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the participation in such dividend or Distribution, and upon the exercise of the Warrant, the Holder shall be entitled to receive such dividend or Distribution *provided, however*, to the extent that the Holder’s right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or beneficial ownership of such Common Stock as a result of such Distribution to such extent) and such Distribution to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation. When such a dividend or Distribution is made, the Company shall promptly notify the Holder of such event and of the dividend or other Distribution that such Holder is entitled to receive upon exercise of the Warrant.

(e) Treatment Upon a Fundamental Transaction.

(i) Upon consummation of any Fundamental Transaction at any time while this Warrant remains outstanding, this Warrant shall be automatically converted into the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitations on exercise hereof, including, without limitation, the Beneficial Ownership Limitation), the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if the Holder had been, immediately prior to such Fundamental Transaction, the holder of one share of Common Stock (the ***“Alternate Consideration”***), net of the Exercise Price in effect immediately prior to the occurrence of such Fundamental Transaction. If the holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction.

(ii) ***“Fundamental Transaction”*** means any of the following occurring after the Issue Date: (A) completion of any tender offer or exchange offer (whether by the Company or another Person) pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property; (B) a merger or consolidation of the Company or a sale of all or substantially all of the assets of the Company in one or a series of related transactions; (C) a recapitalization, reorganization or other transaction involving the Company; (D) consummation of a “Rule 13e-3 transaction” as defined in Rule 13e-3 under the Exchange Act with respect to the Company; or (E) the acquisition by any “person” (together with his, her or its Affiliates) or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act), directly or indirectly, of the beneficial ownership (as such term is defined in Rule 13d-3 promulgated under the Exchange Act) of outstanding shares of capital stock and/or other equity securities of the Company, in a single transaction or series of related transactions (including, without limitation, one or more tender offers or exchange offers), representing more than fifty percent (50%) of the voting power of, or economic interests in, the then outstanding shares of capital stock of the Company.

(f) Calculations. All calculations under this Section 2 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 2, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

(g) Notice to Holder of Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 2, the Company shall promptly deliver to the Holder a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

Section 3 Transfer of Warrant.

(a) Subject to the Holder’s appropriate compliance with the restrictive legend on this Warrant and the transfer restrictions set forth herein, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with an Assignment Form duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer; *provided, however*, that no Warrants for fractional Warrants shall be transferred. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such Assignment Form and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within two (2) Trading Days of the date the Holder delivers an Assignment Form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

(b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 3(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

(c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose, in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

(d) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 4 Miscellaneous.

(a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 1(c)(i), except as expressly set forth in Section 2.

(b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant and security reasonably satisfactory to it (which shall not include the posting of any bond), and upon surrender and cancellation of such Warrant, if mutilated, the Company will make and deliver a new Warrant of like tenor and dated as of such cancellation, in lieu of such Warrant.

(c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

(d) Authorized Shares.

(i) The Company covenants that (A) during the period the Warrant is outstanding it will reserve from its authorized and unissued shares of Common Stock a sufficient number of shares of Common Stock to provide for the issuance of the Warrant Shares upon the exercise of this Warrant; and (B) the Company will take commercially reasonable steps to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company's officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of this Warrant are fully authorized to do so. All Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of this Warrant and payment of the Exercise Price for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

(ii) Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its Certificate of Incorporation or through any recapitalization, reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment.

(e) Governing Law; Jurisdiction; Waiver of Jury Trial. This Warrant shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws. Any suit, action or other proceeding arising out of or relating to this Warrant shall be brought exclusively in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action, the United States District Court for the District of Delaware and each of the parties hereto hereby submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action or other proceeding. Each party agrees to commence any action, suit or proceeding relating thereto in the Delaware Chancery Court. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Warrant. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS WARRANT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.

(f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, may have restrictions upon resale imposed by state and federal securities laws.

(g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date. If the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

(h) Notices. All notices and other communications under this Warrant must be in writing and are deemed duly delivered when (i) if delivered personally or by nationally recognized overnight courier service (costs prepaid), upon delivery (ii) if sent by electronic mail, upon transmission, or (iii) if sent by mail, upon the earlier of (A) receipt or rejection by the addressee and (B) three (3) days after mailing by United States of America certified or registered mail, postage prepaid and with return receipt requested, in each case to the following addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, email address or individual as a party may designate by notice to the other parties):

If to the Company:

Inseego Corp.
9605 Scranton Road, Ste 300
San Diego, CA 92121
Attention: Steven Gatoff and Frances Wong
E-Mail: [***]

With a copy (which will not constitute notice) to:

Greenberg Traurig, LLP
One Vanderbilt Ave.
New York, NY 10017
Attention: Jason Simon and Michael Helsel
E-mail: Jason.simon@gtlaw.com and helselm@gtlaw.com

If to the Holder:

Nokia Solutions and Networks Oy
Karakaari 7A
FI-02610 Espoo
Finland
Attention: Crispin Vicars and Pasi T. Virtanen
E-mail: [***]

With a copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom (UK) LLP
22 Bishopsgate
London
EC2N 4BQ
United Kingdom
Attention: Dennis Klimentchenko and Sarah Knapp
E-mail: Denis.Klimentchenko@skadden.com and Sarah.Knapp@skadden.com

(i) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

(j) Successors and Assigns. Subject to applicable securities laws and the restrictions on transfer described herein, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

(k) Amendment. This Warrant may be modified, amended or the provisions hereof waived with the written consent of the Company and the holders of a majority of the Warrant Shares underlying the then-outstanding Warrants (disregarding for this purpose any and all limitations of any kind on exercise of the Warrants). Any amendment effected in accordance with the foregoing shall be binding on all Warrants and Holders thereof.

(l) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Warrant.

(m) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

Section 5 Certain Definitions. For purposes of this Warrant, the following terms shall have the following meanings:

(a) **“Affiliate”** means, with respect to any Person, any other Person which directly or indirectly through one or more intermediaries Controls, is controlled by, or is under common Control with, such Person, as such terms are used in and construed under Rule 405 promulgated under the Securities Act.

(b) **“Business Day”** means a day, other than a Saturday or Sunday, on which banks in New York City are open for the general transaction of business.

(c) **“Control”** (including the terms “controlling”, “controlled by” or “under common Control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(d) **“NASDAQ”** means The Nasdaq Stock Market.

(e) **“Person”** means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

(f) **“Trading Day”** means a day on which NASDAQ is open for trading.

(g) **“Trading Market”** means whichever of the New York Stock Exchange, the NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or the OTC Bulletin Board on which the Common Stock is listed or quoted for trading on the date in question.

(h) **“Transfer Agent”** means the transfer agent for the Common Stock.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

INSEEGO CORP.

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

AGREED AND ACCEPTED BY

NOKIA SOLUTIONS AND NETWORKS OY

By: /s/ Iida Keihaskoski
Name: Iida Keihaskoski
Title: Authorized Signatory

By: /s/ Pasi Virtanen
Name: Pasi Virtanen
Title: Authorized Signatory

ANNEX I

NOTICE OF EXERCISE

TO: INSEEGO CORP.

(1) The undersigned hereby elects to purchase [●] Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full) and tenders herewith payment of the Exercise Price in full, together with all applicable transfer taxes, if any.

(2) The Holder intends that payment of the aggregate Exercise Price shall be made pursuant to Section 1(b) with respect to [●] Warrant Shares for an aggregate Exercise Price of \$[●] (equal to \$[●] per Warrant Share).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below.

(4) The Warrant Shares shall be delivered to the following DWAC Account Number: [●].

(5) The undersigned is an “accredited investor” as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

Name of Investing Entity: _____

By: _____
[Signature of Authorized Signatory of Investing Entity]

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

ANNEX II

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name (Please Print):

Address (Please Print):

Phone Number:

Email Address:

Dated:

Holder's Signature:

Holder's Address:

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

COMMON STOCK PURCHASE WARRANT

INSEEGO CORP.

Warrant Shares: 260,569

Initial Exercise Date: October 1, 2026

Issue Date: October 1, 2026

THIS COMMON STOCK PURCHASE WARRANT (the "**Warrant**") certifies that, for value received, Nokia Solutions and Networks Oy or its assigns (the "**Holder**") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after October 1, 2026 (the "**Initial Exercise Date**") and on or prior to 6:30 p.m., New York City time, on October 1, 2030 (the "**Termination Date**"), but not thereafter, to subscribe for and purchase from Inseego Corp., a Delaware corporation (the "**Company**"), up to 260,569 shares (as adjusted from time to time as provided in Section 2) of common stock, par value \$0.001 per share, of the Company (the "**Common Stock**") (each such share, a "**Warrant Share**" and all such shares, the "**Warrant Shares**"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price (as defined in Section 1(b)). Except as otherwise defined herein, capitalized terms used in this Warrant shall have the meanings set forth in Section 5.

Section 1 Exercise.

(a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part (but not as to fractional shares), at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company (or such other office or agency that the Company may designate by notice to the registered Holder at the address of the Holder appearing on the books of the Company) of an appropriately completed and duly executed Notice of Exercise in the form annexed hereto as Annex I (the "**Notice of Exercise**") and the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise form be required.

(b) Exercise Price. The exercise price per share of Common Stock under this Warrant shall be \$4.26, subject to adjustment hereunder (the "**Exercise Price**").

(c) Cashless Exercise. Notwithstanding anything contained herein to the contrary, the Holder may, in its sole discretion, exercise this Warrant, in whole or in part, by means of a "**Cashless Exercise**" in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing ((A-B) (X)) by (A), where:

“A” equals (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 1(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 1(a) hereof on a Trading Day prior to the opening of “regular trading hours” (as defined in Rule 600(b) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) at the option of the Holder, either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise or (z) the Bid Price of the Common Stock on the principal Trading Market as reported by Bloomberg L.P. (“**Bloomberg**”) as of the time of the Holder’s execution of the applicable Notice of Exercise if such Notice of Exercise is executed during “regular trading hours” on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of “regular trading hours” on a Trading Day) pursuant to Section 1(a) hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 1(a) hereof after the close of “regular trading hours” on such Trading Day;

“B” equals the Exercise Price of this Warrant, as adjusted hereunder;

“X” the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a Cashless Exercise.

For purposes of Rule 144 promulgated under the Securities Act, it is intended, understood and acknowledged that the Warrant Shares issued in a “cashless exercise” transaction shall be deemed to have been acquired by the Holder, and the holding period for the Warrant Shares shall be deemed to have commenced, on the Issue Date (provided that the Securities and Exchange Commission continues to take the position that such treatment is proper at the time of such exercise). Except as set forth in Section 4(h), in no event will the exercise of this Warrant be settled in cash.

“**Bid Price**” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the bid price of the Common Stock for the time in question (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg (based on a Trading Day from 9:30 a.m. (New York City time) to 4:00 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

“**VWAP**” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported thereon, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

(d) Mechanics of Exercise.

(i) Delivery of Warrant Shares Upon Exercise.

(1) Warrant Shares purchased hereunder shall be promptly transmitted by the Transfer Agent to the Holder following receipt of the Notice of Exercise and payment of the aggregate Exercise Price by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by physical delivery of a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise.

(2) Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares; *provided, however*, that if payment of the Exercise Price, if applicable, is not received by the Company with such Notice of Exercise, the Holder shall be deemed to have become the holder of record of the Warrant Shares specified in such Notice of Exercise one (1) Trading Day following the Company's receipt of the Exercise Price therefor.

(ii) Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within two (2) Trading Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within two (2) Business Days of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

(iii) Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 1(d)(i) within two (2) Trading Days following receipt of the Notice of Exercise and aggregate Exercise Price, if applicable, then the Holder will have the right to rescind such exercise.

(iv) No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant.

(v) Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; *provided, however*, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant, when surrendered for exercise, shall be accompanied by the Assignment Form attached hereto as Annex II (the "**Assignment Form**"), duly executed by the Holder, and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. For the avoidance of doubt, the Company shall not be responsible for any tax which may be payable in respect of any transfers involved in the registration of any book entry or certificates for Warrant Shares or Warrants in a name other than that of the Holder.

(vi) Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

(e) Holder's Exercise Limitations.

(i) The Holder shall not have the right to exercise any portion of this Warrant, pursuant to this Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "**Attribution Parties**")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (A) exercise of the remaining, unexercised portion of this Warrant beneficially owned by the Holder or any of its Attribution Parties, and (B) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company (including any preferred stock) beneficially owned by the Holder or any of its Attribution Parties that, in the case of both (A) and (B), are subject to a limitation on conversion or exercise similar to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this Section 2(e)(i), beneficial ownership and determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e)(i) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. For purposes of this Section 2(e)(i), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of shares of outstanding Common Stock as reflected in (1) the Company's most recent periodic or annual report filed with the Securities Exchange Commission, as the case may be, (2) a more recent public announcement by the Company or (3) a more recent notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within three (3) Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. This provision shall not restrict the number of shares of Common Stock which a Holder may receive or beneficially own in order to determine the amount of securities or other consideration that such Holder may receive in the event of a Fundamental Transaction (as defined below) as contemplated in this Warrant.

(ii) The "**Beneficial Ownership Limitation**" shall initially be 19.9% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e) to any percentage specified in such notice. Any increase or decrease in the Beneficial Ownership Limitation will not be effective until the (sixty-first) 61st day after such notice is delivered to the Company. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

Section 2 Certain Adjustments.

(a) Voluntary Adjustment by the Company. The Company may, at any time, with the prior written consent of the Holder, reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the Board of Directors of the Company.

(b) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a Distribution (as defined below) on its Common Stock or any other equity or equity equivalent securities payable in Common Stock (which, for the avoidance of doubt, shall not include any Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding Common Stock into a smaller number of shares or (iv) issues by reclassification of Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 2(b) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or Distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification; provided that if such record date is fixed and such dividend is not fully paid or such Distribution is not fully made on the date fixed therefor, the Exercise Price shall be recomputed accordingly as of the close of business on such record date and thereafter such Exercise Price shall be adjusted pursuant to this Section 2(b) to reflect the actual payment of such dividends or Distributions.

(c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 2(a) and Section 2(b) above, if at any time the Company grants, issues or sells any rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Common Stock (the ***"Purchase Rights"***), then such Purchase Rights shall be held in abeyance for the Holder until the Holder exercises this Warrant in full and, upon the exercise of the Warrant in full, the Holder shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including, without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights; *provided, however*, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation. When such a Purchase Right is granted, issued or sold, the Company shall promptly notify the Holder of such event and of the Purchase Rights that such Holder is entitled to receive upon exercise of the Warrant.

(d) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of its Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a ***"Distribution"***), then, in each such case, the Board of Directors of the Company shall set aside the amount of such dividend or Distribution that the Holder would have participated in if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant in full (without regard to any limitations on exercise hereof, including, without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such dividend or Distribution, or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the participation in such dividend or Distribution, and upon the exercise of the Warrant, the Holder shall be entitled to receive such dividend or Distribution *provided, however*, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or beneficial ownership of such Common Stock as a result of such Distribution to such extent) and such Distribution to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation. When such a dividend or Distribution is made, the Company shall promptly notify the Holder of such event and of the dividend or other Distribution that such Holder is entitled to receive upon exercise of the Warrant.

(e) Treatment Upon a Fundamental Transaction.

(i) Upon consummation of any Fundamental Transaction at any time while this Warrant remains outstanding, this Warrant shall be automatically converted into the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitations on exercise hereof, including, without limitation, the Beneficial Ownership Limitation), the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if the Holder had been, immediately prior to such Fundamental Transaction, the holder of one share of Common Stock (the ***“Alternate Consideration”***), net of the Exercise Price in effect immediately prior to the occurrence of such Fundamental Transaction. If the holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction.

(ii) ***“Fundamental Transaction”*** means any of the following occurring after the Issue Date: (A) completion of any tender offer or exchange offer (whether by the Company or another Person) pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property; (B) a merger or consolidation of the Company or a sale of all or substantially all of the assets of the Company in one or a series of related transactions; (C) a recapitalization, reorganization or other transaction involving the Company; (D) consummation of a “Rule 13e-3 transaction” as defined in Rule 13e-3 under the Exchange Act with respect to the Company; or (E) the acquisition by any “person” (together with his, her or its Affiliates) or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act), directly or indirectly, of the beneficial ownership (as such term is defined in Rule 13d-3 promulgated under the Exchange Act) of outstanding shares of capital stock and/or other equity securities of the Company, in a single transaction or series of related transactions (including, without limitation, one or more tender offers or exchange offers), representing more than fifty percent (50%) of the voting power of, or economic interests in, the then outstanding shares of capital stock of the Company.

(f) Calculations. All calculations under this Section 2 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 2, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

(g) Notice to Holder of Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 2, the Company shall promptly deliver to the Holder a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

Section 3 Transfer of Warrant.

(a) Subject to the Holder’s appropriate compliance with the restrictive legend on this Warrant and the transfer restrictions set forth herein, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with an Assignment Form duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer; *provided, however*, that no Warrants for fractional Warrants shall be transferred. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such Assignment Form and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within two (2) Trading Days of the date the Holder delivers an Assignment Form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

(b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 3(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

(c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose, in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

(d) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 4 Miscellaneous.

(a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 1(d)(i), except as expressly set forth in Section 2.

(b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant and security reasonably satisfactory to it (which shall not include the posting of any bond), and upon surrender and cancellation of such Warrant, if mutilated, the Company will make and deliver a new Warrant of like tenor and dated as of such cancellation, in lieu of such Warrant.

(c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

(d) Authorized Shares.

(i) The Company covenants that (A) during the period the Warrant is outstanding it will reserve from its authorized and unissued shares of Common Stock a sufficient number of shares of Common Stock to provide for the issuance of the Warrant Shares upon the exercise of this Warrant; and (B) the Company will take commercially reasonable steps to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company's officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of this Warrant are fully authorized to do so. All Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of this Warrant and payment of the Exercise Price for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

(ii) Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its Certificate of Incorporation or through any recapitalization, reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment.

(e) Governing Law; Jurisdiction; Waiver of Jury Trial. This Warrant shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws. Any suit, action or other proceeding arising out of or relating to this Warrant shall be brought exclusively in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action, the United States District Court for the District of Delaware and each of the parties hereto hereby submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action or other proceeding. Each party agrees to commence any action, suit or proceeding relating thereto in the Delaware Chancery Court. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Warrant. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS WARRANT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.

(f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, may have restrictions upon resale imposed by state and federal securities laws.

(g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date. If the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

(h) No Fractional Shares. No fractional Warrant Shares will be issued in connection with any exercise of this Warrant. In lieu of any fractional shares that would otherwise be issuable, the number of Warrant Shares to be issued shall be rounded down to the next whole number and the Company shall pay the Holder in cash the fair market value (based on the Closing Sale Price) for any such fractional shares.

(i) Notices. All notices and other communications under this Warrant must be in writing and are deemed duly delivered when (i) if delivered personally or by nationally recognized overnight courier service (costs prepaid), upon delivery (ii) if sent by electronic mail, upon transmission, or (iii) if sent by mail, upon the earlier of (A) receipt or rejection by the addressee and (B) three (3) days after mailing by United States of America certified or registered mail, postage prepaid and with return receipt requested, in each case to the following addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, email address or individual as a party may designate by notice to the other parties):

If to the Company:

Inseego Corp.
9605 Scranton Road, Ste 300
San Diego, CA 92121
Attention: Steven Gatoff and Frances Wong
E-Mail: [***]

With a copy (which will not constitute notice) to:

Greenberg Traurig, LLP
One Vanderbilt Ave.
New York, NY 10017
Attention: Jason Simon and Michael Helsel
E-mail: Jason.simon@gtlaw.com and helselm@gtlaw.com

If to the Holder:

Nokia Solutions and Networks Oy
Karakaari 7A
FI-02610 Espoo
Finland
Attention: Crispin Vicars and Pasi T. Virtanen
E-mail: [***]

With a copy (which will not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom (UK) LLP
22 Bishopsgate
London
EC2N 4BQ
United Kingdom
Attention: Dennis Klimentchenko and Sarah Knapp
E-mail: Denis.Klimentchenko@skadden.com and Sarah.Knapp@skadden.com

(j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

(k) Successors and Assigns. Subject to applicable securities laws and the restrictions on transfer described herein, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

(l) Amendment. This Warrant may be modified, amended or the provisions hereof waived with the written consent of the Company and the holders of a majority of the Warrant Shares underlying the then-outstanding Warrants (disregarding for this purpose any and all limitations of any kind on exercise of the Warrants). Any amendment effected in accordance with the foregoing shall be binding on all Warrants and Holders thereof.

(m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Warrant.

(n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

Section 5 Certain Definitions. For purposes of this Warrant, the following terms shall have the following meanings:

(a) **“Affiliate”** means, with respect to any Person, any other Person which directly or indirectly through one or more intermediaries Controls, is controlled by, or is under common Control with, such Person, as such terms are used in and construed under Rule 405 promulgated under the Securities Act.

(b) **“Business Day”** means a day, other than a Saturday or Sunday, on which banks in New York City are open for the general transaction of business.

(c) **“Control”** (including the terms “controlling”, “controlled by” or “under common Control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(d) **“NASDAQ”** means The Nasdaq Stock Market.

(e) **“Person”** means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

(f) **“Trading Day”** means a day on which NASDAQ is open for trading.

(g) **“Trading Market”** means whichever of the New York Stock Exchange, the NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or the OTC Bulletin Board on which the Common Stock is listed or quoted for trading on the date in question.

(h) **“Transfer Agent”** means the transfer agent for the Common Stock.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

INSEEGO CORP.

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

AGREED AND ACCEPTED BY

NOKIA SOLUTIONS AND NETWORKS OY

By: /s/ Iida Keihaskoski
Name: Iida Keihaskoski
Title: Authorized Signatory

By: /s/ Pasi Virtanen
Name: Pasi Virtanen
Title: Authorized Signatory

ANNEX I

NOTICE OF EXERCISE

TO: INSEEGO CORP.

(1) The undersigned hereby elects to purchase [●] Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full) and tenders herewith payment of the Exercise Price in full, together with all applicable transfer taxes, if any.

(2) The Holder intends that payment of the aggregate Exercise Price shall be made pursuant to Section 1(b) with respect to [●] Warrant Shares for an aggregate Exercise Price of \$[●] (equal to \$[●] per Warrant Share).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below.

(4) The Warrant Shares shall be delivered to the following DWAC Account Number: [●].

(5) The undersigned is an “accredited investor” as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

Name of Investing Entity: _____

By: _____
[Signature of Authorized Signatory of Investing Entity]

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

ANNEX II

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name (Please Print):

Address (Please Print):

Phone Number:

Email Address:

Dated:

Holder's Signature:

Holder's Address:

LOCK-UP AGREEMENT

October 1, 2026

Inseego Corp.
9605 Scranton Road, Suite 300
San Diego, CA 92121

Re: Lock-Up Agreement

Ladies and Gentlemen:

This lock-up agreement (this “**Agreement**”) is being delivered to you in accordance with that certain (i) Asset Purchase Agreement (as amended, the “**Purchase Agreement**”) and (ii) Subscription Agreement (the “**Subscription Agreement**”), each dated April 30, 2026, and entered into by and between Inseego Corp., a Delaware corporation (the “**Company**”), and Nokia Solutions and Networks Oy, a company organized under the laws of Finland (the “**Seller**”). Unless otherwise specified, capitalized terms used but not otherwise defined herein have the meaning ascribed to such terms in the Purchase Agreement.

As a condition to the Company’s obligation to consummate the transactions contemplated by the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (the “**Securityholder**”) hereby agrees with the Company as follows:

1. Subject to the exceptions set forth herein, the Securityholder agrees not to, without the prior written consent of the board of directors of the Company, (a) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, any Lock-Up Securities (as such term is defined below), (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Lock-up Securities, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise or (c) publicly announce any intention to effect any transaction specified in clause (a) or (b) (the actions specified in clauses (a)-(c), collectively, “**Transfer**”) until (i) with respect to 50% of the Stock Consideration, 50% of the Warrants (and shares of Purchaser Common Stock issued or issuable upon exercise thereof), and 50% of the Shares (as such term is defined in the Subscription Agreement), in each case calculated as of the date hereof, one (1) year following the Closing Date, and (ii) with respect to the remaining 50% of the Stock Consideration, 50% of the Warrants (and shares of Purchaser Common Stock issued or issuable upon exercise thereof), and 50% of the Shares, in each case calculated as of the date hereof, two (2) years following the Closing Date (as applicable, the “**Lock-Up Period**”). As used herein, “**Lock-Up Securities**” means the Stock Consideration, the Warrants, the warrant to be issued pursuant to the terms of the Subscription Agreement (the “**Subscription Warrant**”), the Shares (as such term is defined in the Subscription Agreement), the shares of Purchaser Common Stock issued or issuable upon exercise of the Warrants or the Subscription Warrant and any other securities issued as a dividend or other distribution with respect to, in exchange for or in replacement of any of the foregoing securities.

2. The restrictions set forth in Section 1 with respect to the Lock-Up Securities shall not apply to:

(i) in the case of an entity, Transfers to another entity that is an affiliate of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned or who shares a common investment advisor with the undersigned;

(ii) in the case of an entity, Transfers by virtue of the laws of the state of the entity’s organization and the entity’s organizational documents upon dissolution of the entity;

(iii) Transfers pursuant to a liquidation, merger, consolidation, third-party tender offer, stock exchange or other similar transaction which is made to all, or substantially all, holders of Common Stock or otherwise involves or results in all, or substantially all, of the Company's securityholders having the right to exchange their shares of Common Stock for cash, securities or other property;

(iv) (A) Pledges to any third-party pledgee in a bona fide, arm's length transaction, to the extent required as collateral to secure obligations pursuant to lending arrangements between such third party and the Securityholder and/or its affiliates, and (B) Transfers to any such third-party pledgee as a result of such Pledge;

(v) Transfers to effect the exercise of the Warrants or the Subscription Warrant (including by way of 'cashless' exercise), including any transfer for the payment of taxes due as a result of the exercise of the Warrants or the Subscription Warrant, provided that the shares of Common Stock received upon such exercise shall be subject to the terms of this Lock-Up Agreement;

(vi) Transfers to the Company in connection with the conversion or reclassification of the outstanding equity securities of the Company, provided that any such securities received upon such conversion or reclassification shall be subject to the terms of this Lock-Up Agreement; and

(vii) Transfers pursuant to an order of a court or regulatory agency or otherwise to comply with applicable laws or regulations. provided, however, that in the case of clauses (i), (ii) or (iv)(B), these permitted transferees must enter into a written agreement, in substantially the form of this Agreement, agreeing to be bound by these Transfer restrictions. For purposes hereof, "affiliate" shall have the meaning set forth in Rule 405 under the Securities Act of 1933, as amended.

In addition, after the Closing Date, if there is a Change of Control, then upon the consummation of such Change of Control, all Lock-up Securities shall be released from the restrictions contained herein. A "**Change of Control**" means: (a) the sale of all or substantially all of the consolidated assets of the Company and the Company's subsidiaries to a third-party purchaser; (b) a sale resulting in a majority or more of the voting power of the Company being held by a Person or a "group" (within the meaning of the Exchange Act) that did not own a majority of the voting power of the Company prior to such sale; or (c) a merger, consolidation, recapitalization or reorganization of the Company with or into a third-party purchaser that results in the inability of the pre-transaction equity holders to designate or elect a majority of the board of directors (or its equivalent) of the resulting entity or its parent company.

3. For the avoidance of any doubt, the Securityholder shall retain all of its rights as a stockholder of the Company during the Lock-up Period, including the right to vote, and to receive any dividends and distributions in respect of, any Lock-Up Securities.

4. If any Transfer is made or attempted contrary to the provisions of this Letter Agreement, such purported Transfer shall be null and void *ab initio*, and the Company and any duly appointed transfer agent shall refuse to make any such Transfer or recognize any such purported transferee of the Lock-Up Securities as an equity holder of the Company for any purpose.

5. During the applicable Lock-up Period, stop transfer orders shall be placed against the Lock-Up Securities and each certificate or book entry position statement evidencing any Lock-Up Securities shall be stamped or otherwise imprinted with a legend in substantially the following form, in addition to any other applicable legends:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN A LOCK-UP LETTER AGREEMENT, DATED AS OF OCTOBER 1, 2026, DELIVERED BY THE ISSUER'S SECURITY HOLDER NAMED THEREIN, AS AMENDED. A COPY OF SUCH LOCK-UP AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE ISSUER TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

After the expiry of each applicable Lock-up Period, the Company shall promptly take, and shall cause to be taken, all steps and actions that may reasonably be requested by the Securityholder or the Company's transfer agent in order to cause the removal of any restrictive legends regarding the restrictions contained in this Agreement relating to the relevant Lock-Up Securities.

6. Notwithstanding the contrary, the Company hereby acknowledges and agrees that the Securityholder shall not be deemed an "Insider" or a "Pre-Clearance Person" under the Company's insider trading policy, as in effect from time to time, in each case, as defined therein, and that the restrictions, limitations and other procedures under the Company's insider trading policy, as in effect from time to time, shall not apply to the Securityholder, in each case as a result of the Securityholder's acquisition or ownership of the Lock-Up Securities.

7. This Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby. This Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by the undersigned (i) Securityholder and (ii) the Company.

8. No party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other party. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Agreement shall be binding on the Securityholder and each of its respective successors, heirs and assigns and permitted transferees.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws. Any suit, action or other proceeding arising out of or relating to this Agreement shall be brought exclusively in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action, the United States District Court for the District of Delaware and each of the parties hereto hereby submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action or other proceeding. Each party agrees to commence any action, suit or proceeding relating thereto in the Delaware Chancery Court. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.

10. This Agreement shall terminate on the expiration of the Lock-up Period.

[Signature Page Follows]

Very truly yours,

Name of Securityholder:

NOKIA SOLUTIONS AND NETWORKS OY

By: /s/ Iida Keihaskoski

Name: Iida Keihaskoski

Title: Authorized Signatory

By: /s/ Pasi Virtanen

Name: Pasi Virtanen

Title: Authorized Signatory

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this “**Agreement**”) is made and entered into as of October 1, 2026 by and between Inseego Corp., a Delaware corporation (the “**Company**”), and Nokia Solutions and Networks Oy, a company incorporated under the laws of Finland (the “**Stockholder**”).

WHEREAS, pursuant to the terms of that certain (i) Asset Purchase Agreement (as amended, the “**Purchase Agreement**”) and (ii) Subscription Agreement (the “**Subscription Agreement**”), each dated April 30, 2026, between the Company and the Stockholder, the Company is issuing to the Stockholder, on the date hereof, shares of the Company’s common stock, par value \$0.001 per share (“**Common Stock**”), and warrants to purchase shares of Common Stock (the “**Warrants**”); and

WHEREAS, the Purchase Agreement provides that the Company and the Stockholder will enter this Agreement, to provide the Stockholder with certain registration rights under the Securities Act of 1933, as amended (the “**1933 Act**”)

NOW, THEREFORE, the parties hereby agree as follows:

1. Certain Definitions.

As used in this Agreement, the following terms shall have the following meanings:

“**1933 Act**” has the meaning set forth in the Recitals to this Agreement.

“**1934 Act**” means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“**Affiliate**” means, with respect to any Person, any other Person which directly or indirectly through one or more intermediaries Controls, is controlled by, or is under common Control with, such Person, as such terms are used in and construed under Rule 405 promulgated under the 1933 Act.

“**Agreement**” has the meaning set forth in the Preamble of this Agreement.

“**Allowed Delay**” has the meaning set forth in Section 2(c).

“**Business Day**” means a day, other than a Saturday or Sunday, on which banks in New York City are open for the general transaction of business.

“**Common Stock**” has the meaning set forth in the Recitals to this Agreement.

“**Company**” has the meaning set forth in the Preamble of this Agreement.

“Control” (including the terms “controlling”, “controlled by” or “under common Control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Cut Back Shares” has the meaning set forth in Section 2(d).

“Effectiveness Period” has the meaning set forth in Section 2(c).

“Filing Deadline” means the Demand Registration Statement Filing Deadline or the Initial Filing Deadline, as applicable.

“Investors” means the Stockholder and any Affiliate or permitted transferee of any Investor who is a subsequent holder of Registrable Securities.

“Lock-Up Agreement” has the meaning given to such term in the Purchase Agreement.

“Person” means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

“Prospectus” means (i) the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus, and (ii) any “free writing prospectus” as defined in Rule 405 under the 1933 Act.

“Purchase Agreement” has the meaning set forth in the Recitals to this Agreement.

“Register”, “registered” and “registration” refer to a registration made by preparing and filing a Registration Statement or similar document in compliance with the 1933 Act, and the declaration or ordering of effectiveness of such Registration Statement or document.

“Registrable Securities” means (i) the shares of Common Stock issued pursuant to the Purchase Agreement or the Subscription Agreement, (ii) all shares of Common Stock then issued or issuable upon exercise of any Warrants issued pursuant to the Purchase Agreement or the Subscription Agreement, (iii) all shares of Common Stock and securities exchangeable for or convertible into shares of Common Stock acquired by the Stockholder or its Affiliate from the Company in other private placement transactions in reliance on an exemption from the registration requirements of the 1933 Act and (iv) any other shares of Common Stock issued as a result of any stock split or subdivision, stock dividend, recapitalization, exchange or similar event or other distribution with respect to, in exchange for or in replacement of any of the foregoing shares; *provided, however*, that any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, Registration Statement hereunder with respect thereto) upon the first to occur of (A) a Registration Statement with respect to the sale of such Registrable Securities being declared effective by the SEC under the 1933 Act and such Registrable Securities having been disposed of or transferred by the holder thereof in accordance with such effective Registration Statement; (B) such Registrable Securities having been previously sold or transferred in accordance with Rule 144 (or another exemption from the registration requirements of the 1933 Act); and (C) such Registrable Securities become eligible for resale pursuant to Rule 144, without volume, manner-of-sale or other restrictions and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144(c)(1), and, in the case of this clause (C), the Stockholder, together with its Affiliates, beneficially owns less than 3% of the then-outstanding shares of Common Stock of the Company, assuming the exercise of all Warrants.

“Registration Information Notice” has the meaning set forth in Section 4(a).

“Registration Statement” means any registration statement of the Company under the 1933 Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement, amendments and supplements to such Registration Statement, including post-effective amendments, and all exhibits and all material incorporated by reference in such Registration Statement.

“Required Investors” means the Investors holding a majority of the Registrable Securities outstanding from time to time.

“Restriction Termination Date” has the meaning set forth in Section 2(d).

“Rule 144” means Rule 144 promulgated by the SEC pursuant to the 1933 Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“Rule 415” has the meaning set forth in Section 2(d).

“SEC” means the U.S. Securities and Exchange Commission.

“SEC Restrictions” has the meaning set forth in Section 2(d).

“Stockholder(s)” has the meaning set forth in the Preamble of this Agreement.

“Subscription Agreement” has the meaning set forth in the Recitals to this Agreement.

“Warrants” has the meaning set forth in the Recitals to this Agreement.

2. Registration.

(a) **Initial Registration Statement.** Within one year of the date hereof (the **“Initial Filing Deadline”**), the Company shall prepare and file with the SEC an initial Registration Statement (the **“Initial Registration Statement”**) on Form S-3 (or, if Form S-3 is not then available to the Company, on such form of Registration Statement as is then available to effect a registration for resale of the Registrable Securities) covering the resale of all of the Registrable Securities on a delayed or continuous basis which, for the avoidance of doubt, may also register the sale of primary securities. Subject to any SEC comments, a Registration Statement filed pursuant to this Section 2 shall provide for all legally permitted methods or combinations of methods of disposition of Registrable Securities, including, without limitation, firm commitment underwritten public offerings, bought deals, block trades, overnight transactions, sales in connection with hedging transactions, short sales, direct sales, transactions on an agency basis, privately negotiated transactions, open market sales, “at the market” offerings and purchases or sales by brokers. Such Registration Statement filed pursuant to this Section 2 also shall cover, to the extent allowable under the 1933 Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional shares of Common Stock resulting from stock splits, stock dividends or similar transactions with respect to the Initial Registrable Securities. Such Registration Statement (and each amendment or supplement thereto, and each request for acceleration of effectiveness thereof) shall be provided in accordance with Section 3(c) to the Investors and their respective counsel for their review and comment at least five (5) Business Days prior to its filing or other submission. In no event shall an Investor be identified as a statutory underwriter in the Registration Statement unless requested by the SEC; *provided*, that if the SEC requests that an Investor be identified as a statutory underwriter in the Registration Statement, such Investor will have the right, at its sole discretion, to withdraw from the Registration Statement. Notwithstanding anything to the contrary herein, an Investor’s sale or other transfer of Registrable Securities pursuant to the Registration Statement shall be subject to the restrictions contained in the Lock-Up Agreement.

(b) Demand Registration. If at any time following the effectiveness of the Initial Registration Statement contemplated by Section 2(a), thereafter the Company ceases to have an effective Registration Statement covering the resale of all the Registrable Securities during the Effectiveness Period relating to the Initial Registration Statement, upon written notice to the Company (a “**Demand Request**”) delivered by an Investor requesting that the Company effect the registration (a “**Demand Registration**”) under the Securities Act of any or all of the Registrable Securities beneficially owned by such Investor, the Company shall, as promptly as practicable and no later than thirty (30) days as of the Company’s receipt of the applicable Demand Registration Request (the “**Demand Registration Statement Filing Deadline**”), file a Registration Statement with the SEC with respect to the Registrable Securities specified in the Demand Request. Nothing in this Section 2(b) shall relieve the Company of its obligations under, or shall be deemed a waiver by any Investor of its rights under, Section 2(a). Such Registration Statement (and each amendment or supplement thereto, and each request for acceleration of effectiveness thereof) shall be provided in accordance with Section 3(c) to the Investors and their respective counsel for their review and comment at least five (5) Business Days prior to its filing or other submission.

(c) Expenses. The Company will pay all fees and expenses associated with any registration of Registrable Securities pursuant to this Agreement, including, without limitation, (i) filing, printing, mailing and delivery fees and expenses and any other fees and expenses associated with a Registration Statement, Prospectus or other filings made with the SEC, FINRA or any other regulatory authority, (ii) the fees and expenses of the Company’s counsel, (iii) fees and expenses of the Company’s transfer agent, registrar, accountant and auditor (including such fees and expenses relating to “comfort letters”, if any), (iv) the fees and disbursements of underwriters, if any, other than underwriter discounts, commissions and fees relating to the sale by an Investor of its Registrable Securities, (v) costs associated with clearing the Registrable Securities for sale under applicable securities or “blue sky” laws and listing fees and (v) in the case of an Underwritten Offering, analyst, investor presentation or “road show” expenses of the Company and the underwriters, if any. In no event shall the Company be responsible for any discounts, commissions, fees of underwriters, selling brokers, dealer managers or similar securities industry professionals with respect to the sale by an Investor of its Registrable Securities. Except as provided in this Section 2(c) and Section 5 hereof, the Company shall not be responsible for legal fees incurred by holders of Registrable Securities in connection with the Registration Statement or the performance of their rights and obligations under this Agreement.

(d) Effectiveness. The Company shall use reasonable best efforts to (i) have any Registration Statement filed pursuant to this Section 2 declared effective as soon as practicable after the filing thereof and no later than the earlier of (x) ninety (90) calendar days following the filing if the SEC notifies the Company that it will “review” the Initial Registration Statement and (y) five (5) Business Days after the date the Company is notified in writing by the SEC that such Initial Registration Statement will not be “reviewed” or will not be subject to further review (the “**Effectiveness Deadline**”) and (ii) keep or cause such Registration Statement to remain continuously effective and current until such time as all Registrable Securities covered thereby have been sold or distributed in accordance with the intended method or methods of distribution by the sellers thereof, or otherwise no longer constitute Registrable Securities (including, if necessary, by filing with the SEC a post-effective amendment or a supplement to the Registration Statement or the related Prospectus or any document incorporated therein by reference or by filing any other required document or otherwise supplementing or amending such Registration Statement, if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Registration Statement or by the Securities Act, any state securities or “blue sky” laws, or any other rules and regulations thereunder) (the “**Effectiveness Period**”). The Company shall notify the Investors by e-mail as promptly as practicable, and in any event, within one (1) Business Day, after the Registration Statement is declared effective or is supplemented and shall simultaneously provide the Investors with access to a copy of any related Prospectus to be used in connection with the sale or other disposition of the securities covered thereby. In the event the Company files a Registration Statement on Form S-1 or a Registration Statement other than Form S-3, the Company shall use its reasonable best efforts to convert such Registration Statement to a Registration Statement on Form S-3 as promptly as practicable after the Company is eligible to use Form S-3.

(e) Allowed Delay. On no more than two (2) occasions and for a period of not more than thirty (30) consecutive days and for a total of not more than sixty (60) days, in each case in any twelve (12) month period, the Company may suspend the use of any Prospectus included in the Registration Statement contemplated by Section 2(c) in the event that the Company determines in good faith, and upon advice of legal counsel, that such suspension is necessary to (A) delay the disclosure of material non-public information concerning the Company, the disclosure of which at the time would not be, in the good faith opinion of the Company, in the best interests of the Company or (B) amend or supplement the Registration Statement or the related Prospectus so that such Registration Statement or Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the Prospectus in light of the circumstances under which they were made, not misleading (an “**Allowed Delay**”); *provided* that the Company shall promptly (i) notify the Investors in writing of the commencement of an Allowed Delay, but shall not (without the prior written consent of the Investors) disclose to the Investors any material non-public information giving rise to an Allowed Delay, (ii) advise the Investors in writing to cease all sales under the applicable Registration Statement until the end of the Allowed Delay and (iii) use reasonable best efforts to terminate an Allowed Delay as promptly as practicable, and in any event no later than the earlier of (x) the expiration of the periods set forth in this Section 2(e) and (y) the date on which the circumstances giving rise to the relevant Allowed Delay shall have ceased.

(f) Rule 415; Cutback. If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in a Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the 1933 Act (“**Rule 415**”) (provided, however, the Company shall be obligated to use reasonable best efforts to advocate with the SEC for the registration of all of the Registrable Securities) or requires any Investor to be named as an “underwriter,” the Company shall (i) promptly notify each holder of Registrable Securities thereof and (ii) use commercially reasonable efforts to persuade the SEC that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering “by or on behalf of the issuer” as defined in Rule 415 and that none of the Investors is an “underwriter”. The Investors shall have the right, at their sole expense, to select one legal counsel designated by the holders of the majority of the Registrable Securities proposed to be included in such Registration Statement to review any registration and participate in any matters pursuant to this Section 2(f), including participation in any meetings or discussions with the SEC regarding the SEC’s position and to comment on any written submission made to the SEC with respect thereto. No such written submission with respect to this matter shall be made to the SEC to which the Investor or their counsel reasonably objects. In the event that, despite the Company’s commercially reasonable efforts and compliance with the terms of this Section 2(f), the SEC refuses to alter its position, the Company shall (A) remove from such Registration Statement such portion of the Registrable Securities (the “**Cut Back Shares**”) and/or (B) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Company’s compliance with the requirements of Rule 415 (collectively, the “**SEC Restrictions**”); *provided, however*, that the Company shall not agree to name any Investor as an “underwriter” in such Registration Statement without the prior written consent of such Investor. Any cut-back imposed on the Investors pursuant to this Section 2(d) shall be allocated among the Investors on a pro rata basis and shall be applied first to any of the Registrable Securities of such Investor as such Investor shall designate, unless the SEC Restrictions otherwise require or provide or the Investors otherwise agree. The Company shall not be deemed to be in breach of its obligations under this Agreement to Register any Cut Back Shares until such date as the Company is able to effect the registration of such Cut Back Shares in accordance with any SEC Restrictions applicable to such Cut Back Shares (such date, the “**Restriction Termination Date**”). In furtherance of the foregoing and solely to the extent there are Cut Back Shares, each Investor shall provide the Company with prompt written notice of its sale of substantially all of the Registrable Securities under such Registration Statement such that the Company will be able to file one or more additional Registration Statements covering the Cut Back Shares. From and after the Restriction Termination Date applicable to any Cut Back Shares, all of the provisions of this Section 2 (including the Company’s obligations with respect to the filing of a Registration Statement and its obligations to use reasonable best efforts to have such Registration Statement declared effective within the time periods set forth herein) shall again be applicable to such Cut Back Shares; *provided, however*, that the Filing Deadline for such Registration Statement including such Cut Back Shares shall be ten (10) Business Days after such Restriction Termination Date.

(g) Other Limitations. Notwithstanding any other provision, the Filing Deadline and Effectiveness Deadline for a Registration Statement shall be extended and the Company shall not be responsible for any failure by the Company to keep a Registration Statement current and effective in the event that the Company's failure results from the failure of an Investor to provide the Company within a reasonable time as of the Company's written reasonable request with information necessary to complete a Registration Statement in accordance with the requirements of the 1933 Act (in which case any such deadline would be extended with respect to all Registrable Securities until such time as the Investor provides such requested information).

(h) Any Investor holding Registrable Securities registered under a Registration Statement pursuant to this Agreement may at any time during the Effectiveness Period, by written notice to the Company (an "Underwritten Offering Notice"), request that Registrable Securities with a fair market value of at least \$10 million be distributed or sold in an underwritten offering (each an "Underwritten Offering") by an investment banking firm or firms selected by such Investor to act as the managing underwriter or underwriters in connection with such Underwritten Offering; provided, that such selection shall be subject to the consent of the Company, which consent shall not be unreasonably withheld or delayed. In the case of an Underwritten Offering pursuant to this clause, the Company and, to the extent reasonably required by the underwriter(s), the Investors selling in such offering, shall enter into and perform their respective obligations under an underwriting agreement and other definitive agreements with such underwriters for such offering, which agreement shall contain terms and provisions as are customarily contained in underwriting agreements, which may include, without limitation, customary lock-up agreements of the Company and its directors, officers and principal stockholders, including, to the extent reasonably required by the underwriter(s), the Investors. The Company shall have appropriate officers (i) upon reasonable request and at reasonable times, prepare and make presentations at any "road shows", investor presentations, analyst presentations or other selling efforts or information meetings in connection with underwritten offerings and (ii) otherwise use their commercially reasonable efforts to cooperate as reasonably requested by the underwriters in the offering, marketing or selling of the Registrable Securities. Without the Company's written consent, the Company shall not be required to effect (a) more than three (3) Underwritten Offerings pursuant to this Section 2(f) or (b) more than once during any six (6)-month period. For the avoidance of doubt, if an Underwritten Offering is commenced but not consummated for any reason or no Registrable Securities are offered and sold in such Underwritten Offering, such Underwritten Offering shall not count as an Underwritten Offering for the purposes of the limitations in the foregoing sentence.

(i) Piggy-Back Registrations.

(i) If, at any time during the Effectiveness Period, there is not an effective Registration Statement covering the resale of all of the Registrable Securities and the Company shall determine to prepare and file with the SEC a Registration Statement relating to an offering for its own account or the account of others under the 1933 Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the 1933 Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with the Company's stock option or other employee benefit plans, then the Company shall deliver to each Investor a written notice of such determination and, if within ten (10) calendar days after the date of the delivery of such notice, any such Investor shall so request in writing, the Company shall include in such Registration Statement all or any part of such Registrable Securities such Investor requests to be registered, if permitted under the provisions of Rule 415; provided, however, if the registration so proposed by the Company involves an Underwritten Offering of the securities so being registered to be distributed by or through one or more underwriters, and the managing underwriter of such underwritten offering shall advise the Company that, in its reasonable opinion, the distribution of all or a specified portion of the Registrable Securities which the Investors have requested the Company to register concurrently with the securities being distributed by such underwriters would reasonably be expected to adversely affect the price, timing or distribution of such securities by such underwriters, then the Company will promptly notify each such Investor of Registrable Securities of the managing underwriter's determination, and by providing such notice to each such Investor, such Investor may be denied the registration of all or a specified portion of such Registrable Securities (in case of such a denial as to a portion of such Registrable Securities, such portion to be allocated pro rata among the Investors); and provided, further, shares to be registered by the Company for issuance by the Company or for any other securityholder having demand registration rights with respect to such Registration Statement shall have first priority and each holder of Registrable Securities hereunder shall have second priority.

(ii) Notwithstanding the foregoing, (A) if an Investor consents to including their Registrable Securities in an underwritten public offering, such Investor shall sell the Registrable Securities requested to be included in such offering to, if applicable, the underwriter(s) at the same price and subject to the same underwriting discounts and commissions that apply to the other securities sold in such offering (it being acknowledged that the Company shall be responsible for other expenses as set forth in Section 2(c)), subject to the Investor agreeing to customary underwriting documentation for selling stockholders in an underwritten public offering, as reasonably requested by the underwriters, with such documentation to contain such representations and warranties by the Investors selling in such offering and such other terms and provisions as are customarily contained in underwriting agreements with respect to secondary distributions, which may include, without limitation, customary lock-up agreements of the Company's principal stockholders, including the Investors, and (B) if, at any time after giving notice of its intention to register or offer any Registrable Securities pursuant to Section 2(i)(i) and prior to the pricing of the offering effected pursuant to such registration, the Company shall determine for any reason not to cause such offering to be priced, the Company shall deliver written notice to the Investors and, thereupon, shall be relieved of its obligation to register any Registrable Securities in connection with such registration. Notwithstanding anything to the contrary herein, the terms of this Agreement and the Company's obligations hereunder shall continue to apply with respect to any Investor that does not consent to include (or subsequently withdraws) their Registrable Securities in an underwritten public offering.

3. Company Obligations. The Company will, as expeditiously as possible:

(a) prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement and the related Prospectus as may be necessary to keep such Registration Statement effective and current for the Effectiveness Period and to comply with the provisions of the 1933 Act and the 1934 Act with respect to the distribution of all of the Registrable Securities covered thereby;

(b) permit, upon request, counsel designated by the Investors to review each Registration Statement and all amendments and supplements thereto prior to their filing with the SEC;

(c) before filing or confidentially submitting a Registration Statement or Prospectus or any amendments or supplements thereto, (i) furnish to the counsel selected by each holder of the Registrable Securities covered by a Registration Statement copies of all such documents proposed to be filed or confidentially submitted, which documents shall be subject to the review and comment of such counsel, and (ii) make any changes reasonably requested by such holder of Registrable Securities or such counsel;

(d) furnish, without charge, to each Investor whose Registrable Securities are included in any Registration Statement or any underwriter(s), as applicable, (i) promptly after the same is prepared and filed with the SEC, if requested by the Investor or any underwriter(s), such number of copies as may be reasonably requested by the Investor or underwriter(s) of any Registration Statement and any amendment thereto, each preliminary prospectus and Prospectus and each amendment or supplement thereto, and each letter written by or on behalf of the Company to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to such Registration Statement (other than any portion of any thereof which contains information for which the Company has sought confidential treatment), and (ii) such number of copies of a Prospectus, including a preliminary prospectus, and all amendments and supplements thereto and such other documents as each Investor or underwriter(s) may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Investor (it being understood and agreed that such documents, or access thereto, may be provided electronically);

(e) promptly notify each Investor of (i) the issuance by the SEC or other regulator or governmental authority or agency of any stop order or other order suspending the effectiveness of any Registration Statement or the use of any Prospectus filed pursuant to this Agreement or the initiation of any proceedings for the foregoing purposes, (ii) the receipt by the Company or its counsel of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or under the securities or blue sky laws of any jurisdiction or the initiation or threatening of any proceeding for such purpose and (iii) the receipt by the Company or its counsel of any request by the SEC or other regulator or governmental authority or agency for the amendment or supplementing of such registration statement or prospectus or for additional information;

(f) use reasonable best efforts to (i) prevent the matters set forth in Sections 3(e)(i) and 3(d)(ii) from occurring or other suspension of effectiveness, and (ii) if issued or initiated, obtain the withdrawal or lifting thereof at the earliest possible moment;

(g) prior to any public offering of Registrable Securities, use commercially reasonable efforts to assist or cooperate with the Investors and their counsel in connection with their registration or qualification of such Registrable Securities for the offer and sale under the securities or blue sky laws of such jurisdictions reasonably requested by the Investors; *provided, however*, that the Company shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(f), (ii) subject itself to general taxation in any jurisdiction where it would not otherwise be so subject but for this Section 3(f), or (iii) file a general consent to service of process in any such jurisdiction;

(h) use reasonable best efforts to cause all Registrable Securities covered by a Registration Statement to be listed on the NASDAQ Global Select Market (or the primary securities exchange, interdealer quotation system or other market on which the Common Stock is then listed);

(i) use reasonable best efforts to provide a transfer agent and registrar for all Registrable Securities not later than the effective date of the related Registration Statement and, in connection with any proposed sale of Registrable Securities pursuant to a Registration Statement, provide the transfer agent upon its request, an opinion of counsel as to the effectiveness of the Registration Statement, together with any other authorizations, certificates and directions required by the transfer agent which authorize and direct the transfer agent to issue such Registrable Securities without legend upon sale by the holder of such Registrable Securities under the Registration Statement;

(j) promptly notify the Investors, at any time prior to the end of the Effectiveness Period, upon discovery that, or upon the happening of any event as a result of which, the Prospectus includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly prepare, file with the SEC and furnish to such holder a supplement to or an amendment of such Prospectus as may be necessary so that such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(k) comply with all applicable rules and regulations of the SEC under the 1933 Act and the 1934 Act, including, without limitation, Rule 172 under the 1933 Act, file any final Prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the 1933 Act, promptly inform the Investors in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Investors are required to deliver a Prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder;

(l) with a view to making available to the Investors the benefits of Rule 144 and any other rule or regulation of the SEC that may at any time permit the Investors to sell shares of Common Stock to the public without registration, the Company covenants and agrees to: (i) make and keep public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) six months after such date as all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or (B) such date as there are no longer Registrable Securities; (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the 1934 Act; and (iii) furnish electronically to each Investor upon request, as long as such Investor owns any Registrable Securities, (A) a written statement by the Company that it has complied with the reporting requirements of the 1934 Act, (B) a copy of or electronic access to the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (C) such other information as may be reasonably requested in order to avail such Investor of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration;

(m) in the case of an Underwritten Offering pursuant to Section 2(h), upon the managing underwriter's request, use reasonable best efforts to obtain a "comfort letter" signed by the Company's independent certified public accountants covering such matters of the type customarily covered by "comfort letters" in underwritten public offerings of securities, dated as of such date as the managing underwriter reasonably requests;

(n) in the case of an Underwritten Offering pursuant to Section 2(h), at the request of any managing underwriter for such offering, furnish an opinion with respect to legal matters and a negative assurance letter with respect to disclosure matters, dated as of each closing date of such offering of counsel representing the Company for the purposes of such registration, addressed to the underwriters, covering matters with respect to the registration as the underwriters may reasonably request and are customarily included in such opinions and negative assurance letters;

(o) in the case of an Underwritten Offering pursuant to Section 2(h), use its reasonable best efforts to cooperate and assist in any filings required to be made with FINRA and in the performance of any due diligence investigation by any underwriter and its counsel that is (i) required or requested by FINRA in order to obtain written confirmation from FINRA that FINRA does not object to the fairness and reasonableness of the underwriting terms and arrangements (or any deemed underwriting terms and arrangements) relating to the resale of Registrable Securities pursuant to the Registration Statement or (ii) required to be retained in accordance with the rules and regulations of FINRA;

(p) if requested by the managing underwriter, if any, or by any Investor promptly incorporate in a prospectus supplement or post-effective amendment to the Registration Statement such information as the managing underwriter, if any, or such Investor may reasonably request, including in order to permit the intended method of distribution of such securities and make all required filings of prospectus supplements or amendments as soon as reasonably practicable after the Company has received such request;

(q) make available for inspection by any seller of Registrable Securities, any underwriter participating in any disposition pursuant to a Registration Statement and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate and business documents and properties of the Company as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors, employees, agents, representatives and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such Registration Statement;

(r) have appropriate officers of the Company, and cause representatives of the Company's independent registered public accountants to, participate in any due diligence discussions reasonably requested by any seller of Registrable Securities or any underwriter as shall be reasonably necessary to enable them to exercise their due diligence responsibility;

(s) if requested by any holders of Registrable Securities or any underwriter, promptly incorporate in a Registration Statement or Prospectus, pursuant to a supplement or post-effective amendment if necessary, such information as such selling holders may reasonably request to have included therein, including information relating to the "Plan of Distribution" of the Registrable Securities; and

(t) use reasonable best efforts to take all steps necessary to effect the registration of the Registrable Securities hereunder and cooperate with selling holders of Registrable Securities and underwriters, if any, in the offering, marketing, distribution or sale of the Registrable Securities.

4. Obligations of the Investors.

(a) Each Investor shall furnish in writing to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it, as shall be reasonably required to effect the registration of such Registrable Securities. At least ten (10) Business Days prior to the first anticipated filing date of any Registration Statement, the Company shall notify each Investor of the additional information reasonably required from such Investor to effect the registration of the Registrable Securities held by such Investor if such Investor elects to have any of the Registrable Securities included in such Registration Statement (the “**Registration Information Notice**”). An Investor shall provide such information to the Company no later than five (5) Business Days following receipt of a Registration Information Notice if such Investor elects to have any of the Registrable Securities included in such Registration Statement. It is agreed and understood that it shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement with respect to the Registrable Securities of a particular Investor that (i) such Investor furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect the effectiveness of the registration of such Registrable Securities, and (ii) the Investor execute such documents in connection with such registration as the Company may reasonably request, including, without limitation, a waiver of its registration rights hereunder to the extent an Investor elects not to have any of its Registrable Securities included in a Registration Statement.

(b) Each Investor, by its acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of a Registration Statement hereunder, unless such Investor has notified the Company in writing of its election to exclude or withdraw all of its Registrable Securities from such Registration Statement.

(c) Each Investor agrees that, upon receipt of any notice from the Company of either (i) the commencement of an Allowed Delay or (ii) the happening of an event pursuant to Section 3(i) hereof, such Investor will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement covering such Registrable Securities, until the Investor is advised by the Company that such dispositions may again be made.

(d) Each Investor agrees that it will not effect any disposition or other transfer of the Registrable Securities that would constitute a sale within the meaning of the 1933 Act other than transactions exempt from the registration requirements of the 1933 Act or pursuant to, and as contemplated in, the Registration Statement, and that it will promptly notify the Company of any material changes in the information set forth in the Registration Statement furnished by or regarding such Investor or its plan of distribution.

5. Indemnification.

(a) Indemnification by the Company. The Company will indemnify and hold harmless, to the fullest extent permitted by law, each Investor and its officers, directors, partners, members, shareholders, employees and agents, successors and assigns, and each other Person, if any, who controls such Investor within the meaning of the 1933 Act, and the directors, officers, employees and agents of such controlling Persons, against any losses, claims, actions, damages, liabilities and expenses (including reasonable attorney fees) to which they may become subject under the 1933 Act or otherwise, insofar as such losses, claims, actions, damages, liabilities or expenses (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, any preliminary Prospectus, free writing Prospectus, or final Prospectus, or any amendment or supplement thereof or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation or alleged violation by the Company, its officers, directors, partners, members, shareholders, employees and agents, successors and assigns, and each other Person, if any, who controls such Investor within the meaning of the 1933 Act, and the directors, officers, employees and agents of such controlling Persons, of the 1933 Act, the 1934 Act or any state securities law or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement or otherwise in connection with the registration of any Registrable Securities, and shall reimburse such Persons for any legal or other expenses reasonably incurred by any of them in connection with investigating or defending any such losses, claims, actions, damages, liabilities or expenses; *provided, however*, that the Company will not be liable in any such case if and to the extent that any such loss, claim, action, damage, liability or expense arises out of or is based upon (i) an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Investor in writing specifically and expressly for use in such Registration Statement or Prospectus or (ii) the use by Investor of an outdated or defective Prospectus after the Company has notified such Investor and any underwriter(s) in writing that such Prospectus is outdated or defective. This indemnity shall be in addition to any liability the Company may otherwise have.

(b) Indemnification by the Investors. Each Investor agrees, severally but not jointly, to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors, officers, employees, stockholders, agents, successors and assigns, and each Person who controls the Company (within the meaning of the 1933 Act), and the directors, officers, employees and agents of such controlling Persons, against any out-of-pocket and direct losses, actions, claims, damages, liabilities and expenses (including reasonable attorney fees) arising out of or resulting from any untrue or alleged untrue statement of a material fact or any omission of a material fact required to be stated in any Registration Statement or Prospectus or preliminary Prospectus or amendment or supplement thereto or necessary to make the statements therein not misleading, to the extent, but only to the extent, that (A) such untrue statement or omission is based upon information regarding such Investor furnished in writing by such Investor to the Company specifically and expressly for inclusion in such Registration Statement or Prospectus or amendment or supplement thereto; (B) such information relates to such Investor or such Investor's proposed method of distribution of Registrable Securities and was reviewed and approved by such Investor expressly for use in any Registration Statement, Prospectus, form of prospectus or amendment or supplement thereto; or (C) such losses are related to the use by such Investor of an outdated or defective Prospectus after the Company has promptly notified such Investor and any underwriter(s) in writing that the Prospectus is outdated or defective. In no event shall the liability of an Investor be greater than the dollar amount of the net proceeds received by such Investor upon the sale of the Registrable Securities included in such Registration Statement giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder shall (i) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; *provided*, that any Person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (A) the indemnifying party has agreed to pay such fees or expenses, (B) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such Person within a reasonable time after notice of commencement of such claim or (C) in the reasonable judgment of any such Person, based upon written advice of its counsel, a conflict of interest exists between such Person and the indemnifying party with respect to such claims (in which case, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person); and *provided, further* that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially and adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. No indemnifying party will (1) except with the consent of the indemnified party, which shall not be unreasonably withheld or conditioned, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation; or (2) be liable for any settlement entered into without the indemnifying party's prior written approval, such approval not to be unreasonably withheld, delayed or conditioned.

(d) Contribution. If for any reason the indemnification provided for in the preceding Sections 5(a) and 5(b) is unavailable to an indemnified party or insufficient to hold it harmless, other than as expressly specified therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, action, damage, liability or expense in such proportion as is appropriate to reflect the relative fault of the indemnified party and the indemnifying party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by pro rata allocation or by any other method or allocation which does not take account of the equitable considerations referred to herein. No Person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the 1933 Act shall be entitled to contribution from any Person not guilty of such fraudulent misrepresentation. In no event shall the contribution obligation of a holder of Registrable Securities be greater in amount than the dollar amount of the net proceeds received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

6. Miscellaneous.

(a) Amendments and Waivers. This Agreement may be amended only by a writing signed by the Company and the Required Investors. The Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company shall have obtained the written consent to such amendment, action or omission to act, of the Required Investors.

(b) Notices. All notices and other communications provided for or permitted hereunder shall be made as set forth in the Purchase Agreement.

(c) Assignments and Transfers by Investors. The provisions of this Agreement shall be binding upon and inure to the benefit of the Investors and their respective successors and assigns. An Investor may transfer or assign, in whole or from time to time in part, to one (1) or more of its Affiliates its rights hereunder in connection with the transfer of Registrable Securities by such Investor to such Affiliate, provided that (i) the Investor agrees in writing with the transferee or assignee to assign such rights and a copy of such agreement is furnished to the Company within a reasonable time after such assignment; (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (A) the name and address of such transferee or assignee and (B) the securities with respect to which such registration rights are being transferred or assigned; (iii) immediately following such transfer or assignment the further disposition of such securities by the transferee or assignee is restricted under the 1933 Act or applicable state securities laws and by the terms of the Lock-Up Agreement, in each case, to the extent then-applicable to the Investor transferring its Registrable Securities; and (iv) at the time of such transfer or assignment the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein and in the Lock-Up Agreement to the extent then-applicable to the Investor transferring its Registrable Securities.

(d) Assignments and Transfers by the Company. This Agreement may not be assigned by the Company (whether by operation of law or otherwise) without the prior written consent of the Required Investors, *provided, however*, that in the event that the Company is a party to a merger, consolidation, share exchange or similar business combination transaction in which the Common Stock is converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term "Company" shall be deemed to refer to such Person and the term "Registrable Securities" shall be deemed to include the securities received by the Investors in connection with such transaction unless such securities are otherwise freely tradable by the Investors after giving effect to such transaction.

(e) No Other Registration Rights. The Company hereby covenants and agrees that it shall not, on or after the date of this Agreement (without the prior written consent of the Required Investors), enter into any agreement or instrument (other than this Agreement) granting any registration rights to any Person with respect to any of its securities which are more favorable than or inconsistent with the rights granted hereunder.

(f) Benefits of the Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(g) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(i) Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect.

(j) Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

(k) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(l) Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without regard to the choice of law principles thereof. Any suit, action or other proceeding arising out of or relating to this Agreement shall be brought exclusively in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action, the United States District Court for the District of Delaware and each of the parties hereto hereby submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action or other proceeding. Each party agrees to commence any action, suit or proceeding relating thereto in the Delaware Chancery Court. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

COMPANY:

INSEEGO CORP.

By: /s/ Steven Gatoff

Name: Steven Gatoff

Title: Chief Financial Officer

INVESTOR:

NOKIA SOLUTIONS AND NETWORKS OY

By: /s/ Iida Keihaskoski

Name: Iida Keihaskoski

Title: Authorized Signatory

By: /s/ Pasi Virtanen

Name: Pasi Virtanen

Title: Authorized Signatory

Inseego Completes Acquisition of Nokia's Fixed Wireless Access Business

Transaction expected to approximately double Inseego's revenue and expand its global footprint across Europe, the Middle East, Asia, Oceania, and the Americas

SAN DIEGO October 1, 2026 – Inseego Corp. (NASDAQ: INSG) today announced the completion of its acquisition of Nokia's Fixed Wireless Access (FWA) business, first announced on April 30, 2026.

The acquisition is expected to approximately double Inseego's revenue and position the company as a **global wireless broadband leader**. By adding indoor, outdoor and millimeter-wave FWA solutions to its wireless broadband portfolio, Inseego expands its reach across consumer and business connectivity. The transaction also extends Inseego's footprint to carriers across Europe, the Middle East, Asia, Oceania, and the Americas; and significantly expands its engineering capabilities.

Following the transaction, approximately 250 people associated with the acquired business will support Inseego's expanded operations across engineering, product management, supply chain and sourcing, and customer support. This group includes employees joining Inseego and Nokia personnel who will continue to support the business under a transition services agreement.

To support its expanded global operations, Inseego has established an international headquarters in Amsterdam and a development center in Athens, expanded its presence in Bangalore, and added customer-facing sales and technical resources across its new markets.

"With the acquisition complete, Inseego enters its next chapter as the global wireless broadband leader," said Juho Sarvikas, CEO of Inseego. "We now have the scale, technology, and global reach to support carriers across business, residential, and mobile use cases."

Under the terms of the acquisition and Nokia's \$10 million cash investment in Inseego, also completed today, Nokia received an equity ownership stake in Inseego in the form of approximately 1.9 million shares of Inseego common stock, representing an approximately 11% ownership interest. Nokia also received warrants to purchase an aggregate up to approximately 0.8 million shares of common stock, at an exercise price of \$4.26 per share.

In addition to the previously-announced terms of the acquisition, Nokia will also be providing a \$10 million cash payment to Inseego by October 15, 2026 in support of Inseego's engineering investment to drive the interoperability of its device OS and cloud platform with certain of Nokia's technology ecosystems over the coming year.

Inseego and Nokia have designed their partnership to ensure continuity for existing customers and support for future growth. Nokia will provide support through the transition and refer new FWA opportunities to Inseego, including those where FWA is part of broader Nokia network deployments; considering the aim of delivering the outcomes that best serve customer interests and requirements.

The relationship will also extend to technology collaboration across AI-RAN, converged fiber and 5G connectivity, end-to-end network optimization and distributed edge computing. Together, the companies will explore how Nokia's network infrastructure and Inseego's intelligent edge solutions can advance AI-driven networking and the wireless edge.

"This is an important milestone for our customers, our teams, and both companies," said Konstanty Owczarek, Chief Corporate Development Officer at Nokia. "Inseego brings the focus and expertise to take the FWA business forward. Our continued collaboration brings together our technologies and capabilities that can deliver greater value for our customers."

To learn more about this transaction and the resulting portfolio, visit <https://www.inseego.com/welcoming-nokias-fwa-business-to-inseego/>.

Cautionary Note Regarding Forward-Looking Statements

Certain statements contained in this communication may be characterized as forward-looking under the Private Securities Litigation Reform Act of 1995. These statements involve a number of risks, uncertainties, and other factors that could cause actual results to differ materially. Statements in this communication that are forward-looking may include statements regarding: (1) the anticipated benefits to, or impact of, the acquisition of Nokia's Fixed Wireless Access business on Inseego's business; (2) expectations for Inseego following the closing of the acquisition, including the effect of the acquisition on Inseego's revenues, product portfolio, customer relationships, global operations, engineering capabilities and strategic relationship with Nokia; (3) expected customer continuity, future growth opportunities, go-to-market activities, interoperability testing, technology collaboration and innovation initiatives; and (4) any statements preceded by or including "continue," "expect," "will," "may," "plan," "intend," "believe," "anticipate," "explore," "opportunity" or similar expressions. These forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond Inseego's control, and are based on management's best assumptions and beliefs in light of the information currently available to Inseego. Risks and uncertainties that could cause actual results to differ materially from those indicated in the forward-looking statements include: (1) possible disruption related to the acquisition to current plans, operations and business relationships, including through the loss of customers, suppliers, partners or employees; (2) the ability to recognize the anticipated benefits of the acquisition, including customer continuity, expanded market opportunities, technology collaboration and future revenue growth; (3) the risk that Inseego will not be able to integrate the acquired business successfully or realize anticipated synergies when expected, or at all; (4) the amount of costs, fees, expenses and other charges incurred by Inseego related to the acquisition and integration; (5) the possible diversion of management's time and attention from ongoing business operations and opportunities; (6) the response of customers, suppliers, partners, competitors and other market participants to the acquisition; (7) potential litigation or regulatory developments relating to the acquisition; and (8) the other risks and uncertainties detailed in the periodic reports that Inseego files with the SEC. All forward-looking statements in this communication are based on information available to Inseego as of the date of this communication, and, except as required by law, Inseego assumes no obligation to update the forward-looking statements provided to reflect events that occur or circumstances that exist after the date on which they were made.

About Inseego

Inseego is a global leader in wireless broadband, delivering fast, reliable connectivity to homes, businesses, and people on the move. With the acquisition of Nokia's FastMile fixed wireless access product, Inseego offers one of the industry's broadest cellular broadband portfolios, spanning fixed wireless gateways, mobile hotspots and routers, enterprise and industrial gateways, and cloud-based device, network, and subscriber management software. Backed by decades of wireless innovation and engineering expertise across 5G, Wi-Fi, antenna design, and cloud software, Inseego partners with mobile network operators worldwide to deliver connectivity at scale. Headquartered in San Diego, California, Inseego has offices in Amsterdam, Bangalore, and Athens. Learn more at www.inseego.com.