

**TOGUT, SEGAL & SEGAL LLP**

Frank A. Oswald  
Brian F. Moore  
Amy M. Oden  
One Penn Plaza Suite 3335  
New York, New York 10119  
(212) 594-5000

*Proposed Counsel to the Debtors  
and Debtors in Possession*

**KING & SPALDING LLP**

Michael R. Handler  
1185 Avenue of the Americas  
New York, New York 10036  
(212) 556-2100

-and-

**KING & SPALDING LLP**

Thaddeus D. Wilson (*pro hac vice*)  
Leia Clement Shermohammed (*pro hac vice*)  
1180 Peachtree Street N.E.  
Atlanta, GA 30309-3521  
(404) 572-4600

*Proposed Special Counsel to the Debtors and  
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X	
<b>In re</b>	:
	:
<b>PARETEUM CORPORATION, <i>et al.</i>,</b>	:
	:
<b>Debtors.<sup>1</sup></b>	:
-----X	

**CHAPTER 11  
Case No. 22-10615 (LGB)  
(Jointly Administered)**

**ORDER (I) APPROVING ASSET PURCHASE AGREEMENT  
AMONG SELLERS AND BUYER; (II) AUTHORIZING SALE  
OF CERTAIN OF THE DEBTORS' ASSETS FREE AND CLEAR OF  
LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES; (III) AUTHORIZING  
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND  
LEASES IN CONNECTION THEREWITH; AND (IV) GRANTING RELATED RELIEF**

<sup>1</sup> The Debtors in the Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are: Pareteum Corporation (7538); Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.) (9623); Devicescape Holdings, Inc. (2909); iPass, Inc. (4598); iPass IP LLC (2550); Pareteum Europe B.V.; Artidium Group Ltd. (f/k/a Artidium PLC); Pareteum Asia Pte. Ltd.; and Pareteum N.V. (f/k/a Artidium N.V.). The Debtors' corporate headquarters is located at 1185 Avenue of the Americas, 2nd Floor, New York, NY 10036.



Upon the motion, dated May 15, 2022 (ECF No. 13) (the “**Sale Motion**”)<sup>2</sup> of Pareteum Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned Chapter 11 cases (collectively, the “**Debtors**”) seeking, among other things, entry of an order (the “**Sale Order**”), pursuant to Sections 105, 363, and 365 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rules 6004-1 and 6006-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the “**Local Rules**”), (i) authorizing the sale of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests pursuant to section 363(f) of the Bankruptcy Code, (ii) authorizing the assumption and assignment of certain executory contracts and unexpired leases of nonresidential real property of the Debtors in connection therewith; and (iii) granting related relief, all as more fully set forth in the Sale Motion; and the Court having entered this Court’s prior order, dated May 31, 2022 (ECF No. 76) (the “**Bidding Procedures Order**”), approving competitive bidding procedures for the Purchased Assets (the “**Bidding Procedures**”) and granting certain related relief; and Circles MVNE Pte. Ltd. (together with its designees and subsidiaries, “**Circles**”) and Channel Venture Group, LLC (“**CVG**,” and together with Circles, the “**Buyers**” and each a “**Buyer**”) having submitted the highest and best bid for the Circles Purchased Assets and the CVG Purchased Assets, respectively, as reflected in that certain stalking horse Asset Purchase Agreement, dated as of May 15, 2022 by and among each of the Debtors, as the Sellers, and Circles MVNE Pte. Ltd. and Channel Venture Group, LLC, as Buyers (as may be amended pursuant to the terms thereof and this Sale Order, the “**Purchase Agreement**”), a copy of which is annexed

---

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined herein) or, if not defined in the Purchase Agreement, the meanings ascribed to them in the Sale Motion.

hereto as **Exhibit A**, pursuant to which the Debtors have agreed, among other things, to sell the Purchased Assets to the Buyers, specifically as set forth in the Purchase Agreement, including the Assumed Contracts that will be assumed and assigned to either Circles or CVG, on the terms and conditions set forth in the Purchase Agreement (collectively, the “**Sale Transaction**”)<sup>3</sup>; and the Court having conducted a hearing on the Sale Motion (the “**Sale Hearing**”) on June 28, 2022, at which time all interested parties were offered an opportunity to be heard with respect to the Sale Motion and the Bidding Procedures Order was approved; and the Court having reviewed and considered (a) the Sale Motion and the exhibits thereto, (b) the Purchase Agreement, (c) the Bidding Procedures Order; (d) the Declaration of Glenn Tobias in Support of the Sale Motion (ECF No. 15), and (e) the arguments and representations of counsel made, including the representation of counsel with respect to the material terms of a global settlement reached with the Committee (the “**Global Settlement**”) that will subsequently be presented to this Court for approval, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that due and proper notice of the Sale Motion, the Purchase Agreement, the Bidding Procedures Order, and the proposed form of this Sale Order (the “**Proposed Sale Order**”) having been provided in accordance with the Bidding Procedures Order; and all objections to the Sale Motion with respect to the relief granted by this Sale Order having been withdrawn, resolved, or overruled as provided in this Sale Order; and it appearing that the relief requested in the Sale Motion and granted herein is in the best interests of the Debtors, their estates and creditors, and all parties in interest in these

---

<sup>3</sup> Except to the extent otherwise expressly provided for herein, reference in this Order to the term “Purchased Assets” or “Assumed Liabilities,” in which case reference to the term “Buyer” constitutes a reference (A) to Circles as it relates to the Circles Purchases Assets (as defined in Section 2.1(a) of the Purchase Agreement) and the “Circles Assumed Liabilities” (as defined in Section 2.3(a) of the Purchase Agreement); and (B) to CVG as it relates to the CVG Purchased Assets (as defined in Section 2.1(b) of the Purchase Agreement) and the CVG Assumed Liabilities (as defined in Section 2.3(b) of the Purchase Agreement).

Chapter 11 cases; and upon the record of the Sale Hearing and these Chapter 11 cases; and after due deliberation thereon; and sufficient cause appearing therefor,

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. **Fed. R. Bankr. P. 7052.** The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing.

B. **Jurisdiction and Venue.** This Court has jurisdiction to decide the Sale Motion, and jurisdiction over the Sale Transaction and the property of the Debtors' estates, including the Purchased Assets, pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these Chapter 11 cases and the Sale Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Statutory and Rule Predicates.** The statutory and other legal predicates for the relief sought in the Sale Motion are Sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, 6006, 9007, and 9014, Local Rules 6004-1 and 6006-1, and this District's Amended Guidelines for the Conduct of Asset Sales.

D. **Notice and Opportunity to Object.** As evidenced by the certificates of service filed with the Court, due, proper, timely, adequate, and sufficient notice of, and a fair and reasonable opportunity to object to and to be heard with respect to the Sale Motion, the Sale Hearing, the Sale Transaction, the sale of the Purchased Assets free and clear of any Interests or

Claims (as defined herein), the Proposed Sale Order, and the assumption and assignment of the executory contracts and unexpired leases to be assumed and assigned to Circles or CVG, as the case may be, pursuant to this Sale Order, has been provided by the Debtors, as required by Sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014 and in compliance with the Bidding Procedures Order, to all Persons entitled to such notice, including, but not limited to, the following: (i) all counterparties to the Assumed Contracts (the “**Counterparties**” and, each, a “**Counterparty**”), (ii) all other Sale Notice Parties (as defined in the Sale Motion); and (iii) all other persons and entities as directed by the Bankruptcy Court. Such notice was good, sufficient, and appropriate under the circumstances, and complied in all respects with the Bidding Procedures Order. No other or further notice of the foregoing is required. With respect to Persons in interest whose identities could not be reasonably ascertained by the Debtors, publication of the Sale Notice in the national edition of *USA Today* and in the *New York Times* on June 7, 2022 (*see* Affidavit of Publication (ECF No. 91)) was sufficient and reasonably calculated to provide notice to such Persons under the circumstances.

E. **Disclosures**. The disclosures made by the Debtors in the Sale Motion, the Sale Notice, and related notices and documents filed with the Court concerning the Purchase Agreement, the Bidding Procedures Order, the hearing to consider approval of the Sale Motion, the Sale Transaction, and the Sale Hearing were good, complete, and adequate.

F. **Final Order**. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

G. **Sound Business Purpose**. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of the Sale Motion, the Purchase Agreement, and the Sale Transaction and in entering into the Purchase Agreement and related or

ancillary agreements thereto, including a transition services agreement (collectively, the “**Related Agreements**”). The Debtors’ entry into and performance under the Purchase Agreement and the Related Agreements (i) are a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors’ business judgment consistent with their fiduciary duties; (ii) provide value to and are beneficial to the Debtors’ estates, and are in the best interests of the Debtors and their stakeholders; and (iii) are reasonable and appropriate under the circumstances. Business justifications for the Sale Transaction include, but are not limited to, the following: (a) the Purchase Agreement constitutes the highest and best offer received for the Purchased Assets; (b) the Purchase Agreement presents the best opportunity to maximize the value of the Purchased Assets on a going-concern basis and avoid decline and devaluation of the Purchased Assets; (c) unless the Sale Transaction and all of the other transactions contemplated by the Purchase Agreement are concluded expeditiously, as provided for pursuant to the Purchase Agreement, recoveries to the Debtors’ creditors may be materially diminished; (d) the value of the Debtors’ estates will be maximized through the sale of the Purchased Assets pursuant to the Purchase Agreement; and (e) the Purchase Agreement presents the best opportunity for continued employment for a significant number of the Debtors’ employees; and (f) the Purchase Agreement presents the best opportunity to maintain mobile service for the Debtors’ customers.

H. **Compliance with Bidding Procedures.** The Bidding Procedures were substantively and procedurally fair to all parties. The Debtors, the Buyer, and their respective counsel and other advisors have complied with the Bidding Procedures and the Bidding Procedures Order in all material respects.

I. **Highest or Best Value.** The Debtors and their advisors engaged in a robust and extensive marketing and sale process over a period of over a year, both prior to the Commencement

Date and through the postpetition sale process, pursuant to the Bidding Procedures and the Bidding Procedures Order. The Debtors conducted a fair and open sale process. The sale process, the Bidding Procedures were non-collusive, duly noticed, and provided a full, fair, and reasonable opportunity for any person or entity to make an offer to purchase the Purchased Assets. The process conducted by the Debtors and their advisors pursuant to the Bidding Procedures resulted in the highest or best value for the Purchased Assets for the Debtors and their estates, and any other available transaction would not have yielded as favorable an economic result for the Debtors' estates, creditors and other parties in interest.

J. **Fair Consideration.** The consideration to be paid by the Buyers as specifically set forth in the Purchase Agreement (i) constitutes fair and reasonable consideration for the Purchased Assets, (ii) is the highest and best offer for the Purchased Assets, (iii) will provide a greater recovery for the Debtors' estates and creditors than would be provided by any other practically available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and other laws of the United States, any state, territory, possession, the District of Columbia, or any other applicable jurisdiction with laws substantially similar to the foregoing.

K. **No Successor or Other Derivative Liability.** By consummating the Sale Transaction pursuant to the Purchase Agreement: (i) neither Circles nor CVG are a mere continuation of any Seller or any other Debtor or any Debtor's estate, and there is no continuity, no common identity, and no continuity of enterprise between either Buyer and any Debtor; (ii) Circles and CVG are not a successor to any Debtor or any Debtor's estate by reason of any theory of law or equity, and the Sale Transaction does not amount to a consolidation, merger, or *de facto* merger of the Buyers or of either Buyer and the Debtors; and (iii) neither Buyer nor any of their

successors, assigns, members, partners, principals, and shareholders (or equivalent) shall assume or in any way be responsible for any obligation or liability of any Debtor (or any Affiliates thereof) and/or any Debtor's estate, including any obligation under any collective bargaining agreement or labor practice agreement, except as expressly provided in the Purchase Agreement. The sale and transfer of the Purchased Assets to Circles and/or CVG, as set forth in the Purchase Agreement, including the assumption by the Debtors and assignment, transfer, and/or sale to either Buyer of the Assumed Contracts, will not subject Circles nor CVG, jointly or separately, to any liability (including any successor liability) with respect to the operation of the Debtors' business prior to the Closing or by reason of such transfer, except that, upon the Closing, the Buyers shall become liable for the applicable Assumed Liabilities solely to the extent set forth in the Purchase Agreement.

L. **No Sub Rosa Plan.** The Sale Transaction neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a plan of reorganization or liquidation of the Debtors. The Sale Transaction does not constitute a *sub rosa* or *de facto* plan of reorganization or liquidation as it does not propose to (i) impair or restructure existing debt of, or equity interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan proposed by the Debtors, (iii) circumvent Chapter 11 safeguards, such as those set forth in Sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests or extend debt maturities.

M. **Good Faith; No Collusion.** The Debtors, Circles, CVG, and each of their respective counsel and advisors, have negotiated, proposed, and entered into the Purchase Agreement, the Related Agreements, and each of the transactions contemplated therein in good faith, without collusion and from arm's-length bargaining positions. Each of Circles and CVG is



a “good faith purchaser” and is acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby. Each of Circles and CVG has proceeded in good faith in all respects. Specifically, (i) each of the Buyers recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (ii) each of the Buyers complied with the provisions of the Bidding Procedures Order; (iii) Buyers joint bid was subjected to competitive Bidding Procedures as set forth in the Bidding Procedures Order; (iv) the Buyers have not violated Section 363(n) of the Bankruptcy Code by any action or inaction; and (v) all payments to be made by the Buyers and all other material agreements or arrangements entered into by the Buyers and the Debtors in connection with the Sale Transaction have been disclosed and are appropriate. The consideration in respect of the Purchased Assets was not controlled by any agreement among potential bidders (other than the agreement between Circles and CVG), and neither the Debtors nor the Buyers have engaged in collusion or any conduct that would cause or permit the Purchase Agreement to be avoided or costs and damages to be imposed under Section 363(n) of the Bankruptcy Code. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under laws of the United States, any state, territory, or possession, or the District of Columbia. Neither Buyer is an “insider” or “affiliate” of any of the Debtors, as those terms are defined in Section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders exists between the Buyers or the Buyers and the Debtors.

N. **Assumption and Assignment Notices.** As evidenced by the certificates of service filed with the Court, and in accordance with the provisions of the Bidding Procedures Order, the Debtors have served prior to the Sale Hearing the Assumption and Assignment Notices (ECF No.

77), which provided notice of the Debtors' intent to assume and assign the Assumed Contracts, and of the related proposed Cure Costs upon each Counterparty to the Assumed Contracts. A copy of the Assumption and Assignment Notices is attached to this Order as **Exhibit B**. The service of the Assumption and Assignment Notices was good, sufficient, and appropriate under the circumstances and no further notice need be given with respect to the Cure Costs for the assumption and assignment of the Assumed Contracts. All Counterparties have had a reasonable opportunity to object both to the Cure Costs listed on the applicable Assumption and Assignment Notice and to the assumption and assignment of the Assumed Contracts to the Buyer. No defaults exist in the Debtors' performance under the Assumed Contracts as of the date of this Sale Order, other than such defaults that will be cured by the payment of the Cure Costs, or defaults that are not required to be cured.

O. **Free and Clear Sale.** The Debtors may sell the Purchased Assets free and clear of all liens, claims (including those that constitute a "claim" as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, encumbrances, and other interests of any kind or nature whatsoever against the Debtors and/or the Purchased Assets, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability claims, environmental liabilities, employee pension or benefit plan claims, multiemployer benefit plan claims, retiree healthcare or life insurance claims, or claims for Taxes of or against the Debtors, any claims under, and any derivative, vicarious, transferee or successor liability claims, rights or causes of action (whether in law or in equity, including but not limited to under any law, statute, rule or regulation of the United States, any state, territory, or possession, or the District of Columbia), whether arising prior to, upon or subsequent to the commencement of these Chapter

11 cases, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, and whether imposed by agreement, understanding, law, equity, or otherwise arising under or out of, in connection with, or in any way related to the Debtors, the Debtors' interests in the Purchased Assets, the operation of the Debtors' business at any time before the effective time of the Closing pursuant to the Purchase Agreement, or the transfer of the Debtors' interests in the Purchased Assets to the respective Buyer, and all Excluded Liabilities (collectively, excluding any Assumed Liabilities, the "**Claims**"), because, in each case, one or more of the standards set forth in Section 363(f)(1)–(5) of the Bankruptcy Code have been satisfied; provided that nothing herein shall be deemed, or construed as, a ruling or determination by this Court that the Assumed Liabilities encumber the Purchased Assets. Without limiting the generality of the foregoing, "Claims" shall include but not be limited to any and all liabilities or obligations whatsoever arising under or out of, in connection with, or in any way relating to: (i) any of the employee benefit plans, including any Claims related to unpaid contributions or current or potential withdrawal or termination liability; (ii) any of the Debtors' collective bargaining agreements; (iii) the Worker Adjustment and Retraining Notification Act of 1988; or (iv) any of the Debtors' current and former employees. Those holders of Claims who did not object (or who ultimately withdrew their objections, if any) to the Sale Transaction or the Sale Motion are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code. Those holders of Claims who did object that have an interest in the Purchased Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such Claim pursuant to Section 363(f)(5) or fall within one or more of the other subsections of Section 363(f) of the

Bankruptcy Code and, therefore, are adequately protected by having their Claims that constitute interests in the Purchased Assets, if any, attach solely to the proceeds of the Sale Transaction ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force, and effect that such holders had prior to the Sale Transaction, subject to any defenses of the Debtors.

P. **Buyers' Reliance on Free and Clear Sale.** Each of Circles and CVG would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby if the sale of the Purchased Assets was not free and clear of all Interests and Claims, or if Circles and/or CVG would, or in the future could, be liable for any such Interests or Claims, including, as applicable, certain liabilities related to the Business that will not be assumed by the respective Buyer, as described in the Purchase Agreement. A sale of the Purchased Assets other than one free and clear of all Interests and Claims would adversely impact the Debtors, their estates, and their creditors, and would yield substantially less value for the Debtors' estates, with less certainty than provided under the Sale Transaction.

Q. The total consideration to be provided under the Purchase Agreement reflects Circles' and CVG's reliance on this Sale Order to provide it, pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, with title to and possession of the Purchased Assets free and clear of all Interests and Claims (including, without limitation, any potential derivative, vicarious, transferee, or successor liability Interests or Claims).

R. **Assumption and Assignment of Assumed Contracts.** The assumption and assignment of the Assumed Contracts by the Debtors to the respective Buyer, as set forth in the Purchase Agreement, is integral to the Purchase Agreement, are in the best interests of the Debtors and their estates, and represent the valid and reasonable exercise of the Debtors' sound business

judgment. Specifically, the assumption and assignment of the Assumed Contracts (i) is necessary to sell the Purchased Assets to the Buyers, (ii) allows the Debtors to sell their MVNE and Non-MVNE business to Circles and CVG, respectively, as a going concern, (iii) limits the losses suffered by counterparties to the Assumed Contracts, and (iv) maximizes the recoveries to other creditors of the Debtors by avoiding claims against the Debtors' estates that would arise from the Debtors' rejection of the Assumed Contracts. A list of Assumed Contracts is attached to this Order as **Exhibit B**. Any Counterparty to any Transferred Contract that has not timely and actually filed with the Court an objection to such assumption or to such assignment as of the date specified in the Bidding Procedures Order (as such date may have been modified or extended in accordance with the terms of the Bidding Procedures Order) is deemed to have consented to such assumption and assignment.

S. **Adequate Assurance of Future Performance**. Counterparties to Assumed Contracts were provided with notice and adequate assurance of future performance for the Buyer to which their Assumed Contract will be assigned (*see* Supplemental Certificate of Service (ECF No. 120)) and were required to file any objections to Buyer's ability to provide adequate assurance of future performance as contemplated under Sections 365(b)(1)(C) and 365(f)(1) of the Bankruptcy Code ("**Adequate Assurance Objections**"), by established deadlines. Counterparties to Assumed Contracts that failed to timely file an Adequate Assurance Objection are forever barred from objecting to the assumption and assignment of such Assumed Contracts. Based on evidence adduced at the hearing and based on the record in these Chapter 11 cases, to the extent necessary, the Debtors have satisfied the requirements of Section 365 of the Bankruptcy Code, including Sections 365(b)(1)(A), 365(b)(1)(B), 365(b)(1)(C), and 365(f) of the Bankruptcy Code, in connection with the sale and assumption and assignment of the Assumed Contracts to the extent

provided under the Purchase Agreement and (i) each of Circles and CVG, as applicable will cure, in accordance with the terms set forth in this Sale Order and the Purchase Agreement, any default existing prior to the date of the assumption the applicable Transferred Contract, within the meaning of Section 365(b)(1)(A) of the Bankruptcy Code; (ii) each of Circles, CVG or the Debtors, on behalf of Circles or CVG, as applicable, have provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Contracts, within the meaning of Section 365(b)(1)(B) of the Bankruptcy Code; (iii) Buyers have, separately, provided adequate assurance of future performance of and under the Assumed Contracts, within the meaning of Sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code based on the evidence adduced at the Sale Hearing, including any declarations submitted prior to or proffered at the Sale Hearing. With respect to each of the Assumed Contracts, the Debtors have met all applicable requirements of Section 365(b) of the Bankruptcy Code. Accordingly, the Assumed Contracts may be assumed by the Debtors and assigned to either Buyer as provided under the Purchase Agreement. The assumption and assignment of each Transferred Contract is approved notwithstanding any provision in such Transferred Contract or other restrictions prohibiting its assignment or transfer. The applicable Assumption and Assignment Notice(s) provided by the Debtors is also sufficient to advise the non-Debtor counterparties to the Assumed Contracts that, pursuant to the Purchase Agreement, the decision of each Buyer on which executory contracts and unexpired leases will be assumed and assigned may not be made until 14 days following the Closing.

T. **Validity of Transfer.** As of the Closing and upon payment of the Purchase Price, the transfer of the Purchased Assets to the respective Buyer will be a legal, valid, and effective transfer of the Purchased Assets, and will vest the respective Buyer with all right, title, and interest

of the Debtors in and to the Purchased Assets, free and clear of all Claims. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code and all of the applicable requirements of such Sections have been complied with in respect of the Sale Transaction. The Debtors and the Committee consent to the sale of claims and causes of action set forth in sections 2.1(a)(xvi) and 2.1(b)(xvii) of the Purchase Agreement, as amended by this Sale Order, to Circles and CVG, respectively, and consent to the Buyers having, and being granted, standing to commence, prosecute, pursue, settle or abandon such claims and causes of action.

U. The Debtors (i) have full corporate or limited liability company (as applicable) power and authority to execute the Purchase Agreement, the Related Agreements, all other documents contemplated thereby, and the Sale Transaction has been duly and validly authorized by all necessary corporate action of the Debtors, (ii) have all of the corporate or limited liability company (as applicable) power and authority necessary to consummate the transactions contemplated by the Purchase Agreement and the Related Agreements; and (iii) upon entry of this Sale Order, other than any consents, including but not limited to the Required Consents, identified in the Purchase Agreement, need no consent or approval from any other Person to consummate the Sale Transaction.

V. **Purchased Assets are Property of the Estates.** The Purchased Assets constitute property of, and good title is vested in, the Debtors' estates within the meaning of Section 541(a) of the Bankruptcy Code. The Debtors are the sole and rightful owners of the Purchased Assets with all right, title, and interest to transfer and convey the Purchased Assets to the Buyer, and no other Person has any ownership right, title, or interests therein.

W. **Valid and Binding Contract.** The Purchase Agreement is a valid and binding contract between the Debtors and the Buyers and shall be enforceable pursuant to its terms. The Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors and any Chapter 7 or Chapter 11 trustee appointed in these Chapter 11 cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person.

X. Other than claims arising under the Purchase Agreement, the Debtors agree and acknowledge that they have no claims against either of the Buyers, jointly or separately.

Y. **Waiver of Bankruptcy Rules 6004(h) and 6006(d).** Based on the record at the Sale Hearing, and for the reasons stated on the record at the Sale Hearing, the sale of the Purchased Assets must be approved and consummated promptly in order to preserve the value of the Purchased Assets. Therefore, time is of the essence in consummating the Sale Transaction, and the Debtors and the Buyers intend to close the Sale Transaction as soon as reasonably practicable. The Debtors have demonstrated compelling circumstances and good, sufficient, and sound business purposes and justifications for the immediate approval and consummation of the Sale Transaction as contemplated by the Purchase Agreement. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d) with regards to the transactions contemplated by this Sale Order.

Z. **Personally Identifiable Information.** As contemplated in the Purchase Agreement, and subject to the terms of this Sale Order, the sale to either Buyer under the Purchase Agreement of any personally identifiable information (as such term is defined in section 101(41A) of the Bankruptcy Code) (“**PII**”) is consistent with the privacy policy of the Debtors in effect on the date of commencement of these Chapter 11 cases (as may be amended from time to time, the



“**Privacy Policy**”). Moreover, the Buyers have agreed to use commercially reasonable efforts to adhere to the Privacy Policy, including any amendments thereto. The contemplated transaction satisfies the requirements of Section 363(b)(1) with respect to PII.

AA. **Single Integrated Transaction.** The Purchase Agreement and Sale Transaction must be approved and the Closing must occur to preserve the value of the Debtors’ assets. Entry of this Sale Order approving the Purchase Agreement and all provisions thereof is a necessary condition precedent to Buyers consummating the Sale Transaction. The transactions contemplated by the Purchase Agreement are inextricably linked technically and economically and collectively constitute a single, integrated transaction.

BB. **Legal and Factual Bases.** The legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein.

**NOW, THEREFORE, IT IS ORDERED THAT:**

1. **Sale Motion is Granted.** The Sale Motion and the relief requested therein (to the extent not previously granted by this Court pursuant to the Bidding Procedures Order or otherwise) are hereby granted and approved as set forth herein.

2. **Objections Overruled.** Except for (i) the objections and/or reservations of rights of Oracle America, Inc. [ECF No. 109], Telx – Santa Clara LLC [ECF No. 111], and AT&T Corp. [ECF No. 129], as such relate to the assumption and assignment of an executory contract or lease, which are adjourned as set forth below; and (ii) the Limited Objection and Reservation of Rights of the Official Committee of Unsecured Creditors [ECF No. 127], which is resolved as set forth in the Global Settlement, all other objections (whether formal or informal, filed with this Court or otherwise raised with the Debtors), if any, to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by

stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits with prejudice.

3. **Notice.** Notice of the Sale Motion, the Bidding Procedures, the Sale Hearing, the Sale Transaction, the sale of the Purchased Assets free and clear of any Interests or Claims, the assumption and assignment of the Assumed Contracts, and the Proposed Sale Order was adequate, reasonable, appropriate, and equitable under the circumstances and complied in all respects with Section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and all applicable Local Bankruptcy Rules.

4. **Fair Purchase Price.** The consideration provided by Circles and CVG pursuant to the Purchase Agreement (a) is fair and adequate; (b) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and similar laws); and (c) will provide an equal or greater recovery for the Debtors' creditors than would be provided by any other reasonably practicable available alternative.

5. **Approval of Purchase Agreement.** The Purchase Agreement and all transactions contemplated therein (including, but not limited to, all Related Agreements contemplated thereby), and all of the terms and conditions thereof, are hereby approved as a valid exercise of the Debtors' business judgment. Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code, the Debtors are authorized to perform under and make all payments required by the Purchase Agreement and all Related Agreements as and when due thereunder without further order of the Court, provided, however, that any payments made pursuant to Section 8.8(b) of the Purchase Agreement, in the aggregated with any other amounts already paid, shall not exceed the priority amounts set forth in

section 507(a)(4) and 507(a)(5) or be made in contravention to any other provision of the Bankruptcy Code or applicable law. The failure specifically to include any particular provision of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement (including, but not limited to, all Related Agreements contemplated thereby) be authorized and approved in its entirety.

**Sale and Transfer of Purchased Assets**

6. Pursuant to Sections 105(a), 363(b), and 365 of the Bankruptcy Code, the Debtors, acting by and through their existing agents, representatives and officers, are authorized and empowered, without further order of the Court, to take any and all actions necessary or appropriate to: (i) consummate and close the Sale Transaction pursuant to and in accordance with the terms and conditions of the Purchase Agreement; (ii) transfer and assign all right, title, and interest in and to all Purchased Assets, property, licenses, and rights to be conveyed in accordance with the terms and conditions of the Purchase Agreement; and (iii) execute and deliver, perform under, consummate, and implement the Purchase Agreement and all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale Transaction, including any Related Agreements, and a transition services agreement, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement and such other ancillary documents. The Circles Purchased Assets shall be transferred to Circles, the CVG Purchased Assets shall be transferred to CVG, and upon the Closing, such transfers shall (a) be valid, legal, binding, and effective; and (b) vest the respective Buyer with all right, title, and interest of the Debtors in and to the Purchased Assets.

7. All Persons that are currently in possession of any or all of the Purchased Assets are hereby directed to surrender possession of such Purchased Assets to the applicable Buyer at

Closing. To the extent required by the Purchase Agreement, the Debtors agree to exercise commercially reasonable efforts to assist the Buyers in assuring that all Persons that are presently, or on the Closing Date may be, in possession of any or all of such Purchased Assets will surrender possession of the Purchased Assets to either (a) the Debtors before the Closing Date, or (b) the applicable Buyer on or after the Closing Date.

8. All Persons are prohibited from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Purchased Assets to the applicable Buyer in accordance with the Purchase Agreement and this Sale Order; provided that the foregoing restriction shall not prevent any party from appealing this Sale Order in accordance with applicable law or opposing any appeal of this Sale Order.

9. Each and every any federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

10. To the maximum extent available under applicable law, and to the extent provided for under the Purchase Agreement, the Buyers shall be authorized, as of the Closing Date, to operate under any license, permit, registration, application, and governmental authorization or approval of the Debtors with respect to the Purchased Assets for a reasonable period of time pending such Buyers' obtaining any licenses, permits, registrations, applications, and/or governmental authorizations or approvals in its own name. To the maximum extent available under applicable law, and to the extent provided for under the Purchase Agreement, all such licenses, permits, registrations, applications, and governmental authorizations and approvals are deemed to have been transferred to the Buyers as of the Closing Date and shall remain in place for

the Buyers' benefit until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable administrative procedures. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to either Buyer on account of the filing or pendency of these Chapter 11 cases or the consummation of the Sale Transaction.

11. Notwithstanding anything in the Purchase Agreement to the contrary, no Excluded Assets may be transferred to any Buyer pursuant to Section 2.4(c) of the Purchase Agreement.

12. On the Closing Date, this Sale Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Purchased Assets under the Purchase Agreement or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in and to all of the Purchased Assets to the Buyer.

**Procedures for Effectuating Assumption and Assignment of Contracts and Leases**

13. No later than the date that is fourteen (14) days after the Closing (the "**Contract Designation Period**"), each of the Buyers shall deliver to the Debtors one or more written lists of executory contracts or unexpired leases that such Buyer is committed to take by assumption and assignment (each a "**Confirmed Assumption and Assignment Notice**"). Each Confirmed Assumption and Assignment Notice shall specify whether, with respect only to contracts for which a timely Outstanding Objection has been filed, there are any stipulated conditions to the assumption and assignment of such executory contract and/or unexpired leases agreed to between the Buyer and the subject counterparty to the executory contract or unexpired lease (the "**Stipulated Assignment Conditions**").

14. To the extent that the Buyer and the contract counterparty to an executory contract or unexpired lease that is the subject one of the Outstanding Objections, then (i) to the extent that

the subject Buyer and the objecting contract counterparty resolve the respective, outstanding objection, then such assumption and assignment shall be effective as of, and subject to the terms of such agreement; (ii) to the extent that the subject Buyer and objecting contract counter-party cannot reach as resolution within the Contract Designation Period, then (x) the respective Buyer shall have the right to designate such executory contract or unexpired lease for rejection; or (y) proceed with the Court ruling on the issued raised in the respective Outstanding Objection, in which case the hearing on the Outstanding Objection shall be scheduled by the Court on an expedited basis, subject to the Court's availability.

15. Any executory contract or unexpired lease not included on a Confirmed Assumption and Assignment Notice prior to the expiration of the Contract Designation Period, shall not be assumed by the Debtors and assigned to the Buyers, and may be rejected by the Debtors as of the last day of the Contract Designation Period.

16. At any time prior to the expiration of the Contract Designation Period, the Buyers (either Circles as to the executory contracts and unexpired leases related to the MVNE Business, CVG as to the executory contracts or unexpired leases related to the Non-MVNE Business, or either Buyer or jointly as to shared executory contracts and unexpired leases) may provide the Debtors with written notice designating executory contracts or unexpired leases (including any of the executory contracts and unexpired leases listed on Exhibit B to this order) that such Buyer does not want to take by assignment (each a **"Buyers' Designated Rejection List"**), in which case such Buyer's respective obligations with respect to executory contracts and unexpired leases identified on each such Buyer's Designated Rejection List shall terminated effective as of date such Buyer's Designated Rejection List was delivered to the Debtors, and such executory contracts and unexpired leases shall be deemed rejected effective in accordance with any order entered by this

Court on the Debtors' Motion for Entry of an Order approving Procedures for the Rejection of Prepetition Contract Pursuant to Section 365(b) of the Bankruptcy Code [ECF No. 143].

**Transfer of Assets Free and Clear**

17. Pursuant to Sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, upon the Closing Date and pursuant to and except as otherwise set forth in the Purchase Agreement, the Circles Purchased Assets shall be transferred to Circles and the CVG Purchased Assets shall be transferred to CVG, in each case free and clear of all encumbrances, claims (as defined in section 101(5) of the Bankruptcy Code), interests, and liens, including the Excluded Liabilities, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, options, deeds of trust, security interests, possessory interests (including those under section 365(h) of the Bankruptcy Code), other interests, conditional sale or other title retention agreements, pledges, and other liens (including mechanics', materialman's, and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, including any pension liabilities, retiree medical benefit liabilities, liabilities related to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), liabilities related to the Internal Revenue Code, or any other liability relating to Debtors' current and former employees, including any liabilities under any collective bargaining agreement or labor practice agreement, retiree healthcare or life insurance claims or claims for Taxes of or against the Debtors (except as otherwise provided for in the Purchase Agreement), and

any derivative, vicarious, transferee or successor liability claims, rights or causes of action (whether in law or in equity, under any law, statute, rule, or regulation of the United States, any state, territory, or possession thereof or the District of Columbia), whether arising prior to or subsequent to the Commencement Date, of the Debtors or any of the Debtors' predecessors or Affiliates, claims, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to, on or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (other than Assumed Liabilities and Permitted Liens) (collectively, the **"Interests or Claims"**), with all such Interests or Claims to attach to the cash proceeds of the Sale Transaction in the order of their priority, with the same validity, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses the Debtors may possess with respect thereto. Without limiting the generality of the foregoing, "Interests or Claims" shall include any and all liabilities or obligations whatsoever arising under or out of, in connection with, or in any way relating to (in each case, other than Assumed Liabilities and Permitted Liens) (a) any labor agreements or any of the employee benefit plans, including any Interests or Claims related to unpaid contributions or current or potential withdrawal or termination liability; (b) any of the Debtors' collective bargaining agreements; (c) the Worker Adjustment and Retraining Notification Act of 1988, as amended, or other comparable state or local law; and (d) any of the Debtors' current and former employees.



18. Those holders of Interests or Claims who did not object (or who ultimately withdrew their objections, if any) to the Sale Transaction are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests or Claims who did object that have an interest in the Purchased Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest or Claim pursuant to section 363(f)(5) or fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are therefore adequately protected by having their Interests or Claims that constitute interests in the Purchased Assets, if any, attach solely to the proceeds of the Sale Transaction ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force, and effect that such holders had prior to the Sale Transaction, subject to any defenses of the Debtors. Nothing herein shall be deemed or construed as a ruling or determination by this Court that the Assumed Liabilities encumber the Purchased Assets.

19. Except to the extent included in Assumed Liabilities or Permitted Liens, or to enforce the Purchase Agreement, all persons and entities (and their respective successors and assigns), including all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, governmental units, lenders, parties to executory contracts and unexpired leases, contract Counterparties, customers, licensors, litigation claimants, employees and former employees, dealers and sale representatives, pension plans, labor unions, trade creditors, and any other creditors holding interests or claims (including but not limited to any Interests or Claims) against the Debtors or the Purchased Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Chapter 11 cases, whether imposed by agreement, understanding, law, equity, or otherwise),

arising under or out of, in connection with, or in any way relating to, the Debtors, the transfer of the Purchased Assets to the applicable Buyer, or the Purchased Assets or the Debtors' businesses prior to the Closing Date, hereby are forever barred, estopped, and permanently enjoined from asserting any Interests or Claims relating to the Purchased Assets or the transfer of the Purchased Assets against either of the Buyers or their successors, designees, assigns, or property, or the Purchased Assets transferred to Buyers, including, without limitation, taking any of the following actions with respect to or based on any Interest or Claim relating to the Purchased Assets or the transfer of the Purchased Assets to Buyers (other than Assumed Liabilities): (a) commencing or continuing in any manner any action or other proceeding against either of the Buyers or their designees, successors or assigns, assets or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any Buyer or its successors or assigns, assets, or properties; (c) creating, perfecting, or enforcing any Interest or Claims against any Buyer, its successors or assigns, assets or properties; (d) asserting an Interest or Claims as a setoff, right of subrogation, or recoupment of any kind against any obligation due any Buyer or its successors or assigns; (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Sale Order or the agreements or actions contemplated or taken in respect thereof; or (f) interfering with, preventing, restricting, prohibiting, or otherwise enjoining the consummation of the Sale Transaction. No such persons or entities shall assert or pursue against any Buyer or its successors or assigns any such Interest or Claim.

20. This Sale Order (a) shall be effective as a determination that, as of the Closing, all Interests or Claims have been unconditionally released, discharged, and terminated as to Circles, CVG and the Purchased Assets, and that the conveyances and transfers described herein have been effected; and (b) is and shall be binding upon and govern the acts of all Persons, including all filing

agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of federal, state, county, and local officials, and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments that reflect that the applicable Buyer is the assignee and owner of the Purchased Assets free and clear of all Interests or Claims, or who may be required to report or insure any title or state of title in or to any lease (all such entities being referred to as “**Recording Officers**”). All Recording Officers are authorized and specifically directed to strike recorded encumbrances, claims, liens, and other interests against the Purchased Assets recorded prior to the date of this Sale Order. A certified copy of this Sale Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded encumbrances, claims, liens, and other interests against the Purchased Assets recorded prior to the date of this Sale Order. All Recording Officers are hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement and Related Agreements.

21. As of and after the Closing, (a) each of the Debtors’ creditors is hereby authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests or Claims in the Purchased Assets (if any) as such Interests or Claims may have been recorded or may otherwise exist; and (b) any Purchased Asset that may be subject to a statutory or mechanic’s lien shall be turned over and such liens shall attach to the proceeds of the Sale Transaction in the same priority they currently enjoy with respect to the Purchased Asset.

22. Following the Closing, no holder of any Interest or Claim shall interfere with the Purchaser's title to or quiet use and enjoyment of the Purchased Assets based on or related to any such Interest or Claim or based on any actions the Debtors may take in these Chapter 11 cases.

**No Successor or Other Derivative Liability**

23. Circles, CVG and their respective designees, successors and assigns, members, partners, subsidiaries, principals, and shareholders (or equivalent) are not and shall not be deemed or considered to (a) be a legal successor, or otherwise be deemed a successor to any of the Debtors or their estates; (b) have, *de facto* or otherwise, merged with or into any of the Debtors or their estates; (c) have a common identity with the Debtors; (d) have a continuity of enterprise with the Debtors; or (e) be a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of the Debtors or their respective estates, businesses, or operations, in each case, by any law or equity, and the Buyers have neither assumed nor are in any way responsible for any liability or obligation of the Debtors or the Debtors' estates, except with respect to the Assumed Liabilities. Except as expressly set forth in the Purchase Agreement, each of Circles, CVG and their respective successors and assigns, members, partners, principals and shareholders (or equivalent) shall have no (i) liability or responsibility for any Claim against the Debtors; (ii) liability or responsibility with respect to any Interests or Claims or Excluded Liability and shall not be required to satisfy the same in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly; or (iii) successor, transferee, or vicarious liability of any kind or character, including, without limitation, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee or transferee liability, labor, product liability, employment, *de facto* merger, substantial continuity, or other law, rule, regulation, or doctrine, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated, with respect to the

Debtors or any obligations of the Debtors arising prior to the Closing Date, including, without limitation, liabilities on account of any Taxes or other Governmental Authority fees, contributions, or surcharges, in each case, arising, accruing, or payable under, out of, in connection with, or in any way relating to, the operation of the Purchased Assets prior to the Closing Date or arising based on actions of the Debtors or their Affiliates taken after the Closing Date

24. Notwithstanding any provision of this Order to the contrary, the Debtors' Privacy Policy, as may be amended from time to time, shall remain in effect upon the Closing, and Buyers will use commercially reasonable efforts to continue to adhere to the terms and provisions of such Privacy Policy.

25. Without limiting the effect or scope of the foregoing, as of the Closing (except as expressly set forth in the Purchase Agreement), the Buyers and their respective designees, subsidiaries, affiliates, members, successors, and assigns shall have no liability for any Interest, Claim, or Excluded Liabilities, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether derivatively, vicariously, as a transferee or successor or otherwise, of any kind, nature, or character whatsoever, by reason of any theory of law or equity, including, without limitation, Interests or Claims arising under (a) any employment or labor agreements, including without limitation, any Affected Labor Agreement or the termination thereof; (b) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of or related to any of the Debtors or any Debtor's affiliates or predecessors or any current or former employees of any of the foregoing, including, without limitation, the Employee Benefit Plans and any participation or other agreements related to the Employee Benefit Plans, or the termination of any of the foregoing; (c) the Debtors' business operations or the cessation thereof; (d) any litigation

involving one or more of the Debtors; and (e) any employee, workers' compensation, occupational disease, or unemployment or temporary disability related law, including, without limitation, claims that might otherwise arise under or pursuant to (i) ERISA, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, as amended, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Notification Act of 1988, (vii) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, (x) the Multiemployer Pension Plan Amendments Act of 1980, (xi) state and local discrimination laws, (xii) state and local unemployment compensation laws or any other similar state and local laws, (xiii) state workers' compensation laws, (xiv) any other state, local, or federal employee benefit laws, regulations, or rules relating to, wages, benefits, employment, or termination of employment with any of the Debtors or their predecessors; (xv) any antitrust laws; (xvi) any product liability or similar laws, whether state, federal, or otherwise; (xvii) any environmental laws, rules, or regulations, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or similar state statutes; (xviii) any bulk sales or similar laws; (xix) any federal, state, or local tax statutes, regulations, or ordinances, including, without limitation, the Internal Revenue Code; and (xx) any common law doctrine of *de facto* merger or successor or transferee liability, successor-in-interest liability theory, or any other theory of or related to successor liability, in each case whether known or unknown as of the Closing, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing, or

payable under, out of, in connection with, or in any way relating to, the operation of the Purchased Assets prior to each applicable Closing Date or arising based on actions of the Debtors taken after each applicable Closing Date.

**Assumption and Assignment of Assumed Contracts**

26. Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Closing Date, and subject to the provisions of this Sale Order, Sellers' assumption and assignment to either Circles or CVG, and Circles' or CVG's assumption on the terms set forth in the Purchase Agreement of the Assumed Contracts is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied, subject to resolution of pending objections as provided in the Bidding Procedures Order.

27. Subject to and conditioned upon the occurrence of the Closing Date, the Debtors are hereby authorized, in accordance with Sections 105(a), 363, and 365 of the Bankruptcy Code, to assume and assign the Circles Assumed Contracts to Circles and the CVG Assumed Contracts to CVG, in each case, free and clear of all Interests and Claims (including all Excluded Liabilities), and to execute and deliver to the applicable Buyer such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Buyer as provided in the Purchase Agreement.

28. Upon the Closing, Circles and CVG, as the case may be, shall be fully and irrevocably vested with all right, title, and interest of the Debtors in and to the Circles and CVG Assumed Contracts, respectively, and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assumed Contracts. The Buyers acknowledge and agree that from and after the Closing, subject to and in accordance with the Purchase Agreement, they shall comply with the terms of each Assumed Contract assumed and

assigned to such Buyer in its entirety, unless any such provisions are not enforceable pursuant to the terms of this Sale Order. The assumption by the Debtors and assignment to a Buyer of an Assumed Contract shall not be, or result in, a default under any such Assumed Contract or constitute a termination of any such Assumed Contract.

29. A true and complete list of each Assumed Contract which may be assumed and assigned to a Buyer upon Closing and all Cure Costs associated with such Assumed Contract is attached to this order as **Exhibit B**. Cure Costs shall be paid in cash by the Buyer to whom the associated Assumed Contract will be assigned, in accordance with the terms of the Purchase Agreement, upon or after the Closing. Notwithstanding any provision of this Order to the contrary, timely filed objections not resolved by the Closing date shall be resolved through agreement of the parties or by Court order following notice and hearing as set forth in this Order and in the Bidding Procedures Order. Notwithstanding the existence of an objection as of the Closing date, if the Buyer to whom such Contract may be assigned maintains a cash reserve in the lesser amount of (1) the amount asserted by an objecting Counterparty to be the correct Cure Cost, or (2) an amount set by this Court, then the affected Contract or Lease shall be provisionally assumed and assigned to such Buyer pending resolution of the objection through agreement of the parties or by Court order.

30. Payment of the Cure Costs by the applicable Buyer shall (a) be in full satisfaction and cure of any and all defaults under the Assumed Contracts, whether monetary or non-monetary, and (b) compensate the Counterparties for any actual pecuniary loss resulting from such defaults. Each Counterparty shall be forever barred, estopped, and permanently enjoined from asserting against the Debtors or either of the Buyers, their respective affiliates, successors, designees, subsidiaries or assigns, or the property of any of them, any assignment fee, rent acceleration, rent



increase on account of assignment, default, breach, claim, pecuniary loss, or condition to assignment arising under or related to the Assumed Contracts, existing as of the date that such Assumed Contracts are assumed or arising by reason of the Closing. Nothing in this Sale Order shall affect the rights of the Buyers, to the extent such rights are provided in the Purchase Agreement, to add or remove any Assumed Contracts to or from the list of Assumed Contracts set forth in the Purchase Agreement up to 14 days after the Closing in accordance with the terms thereof.

31. The Cure Costs for the Assumed Contracts for which no timely Cure Objection was filed are hereby fixed at the amounts set forth on **Exhibit B**, and Counterparties to such Assumed Contracts are forever bound by such Cure Costs. Pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, Sellers or the applicable Buyer shall pay to the applicable Counterparty the Cure Costs relating to any Assumed Contracts for which no timely Cure Objection was filed upon or after the Closing Date in accordance with the Purchase Agreement. Upon payment of such Cure Costs as provided for herein, the Counterparties to such Assumed Contracts are hereby enjoined from taking any action against the Debtors and the Debtors' estates (and any respective successor entity), the Buyers or the Purchased Assets with respect to any Claim for cure.

32. To the extent not resolved prior to entry of this Sale Order, the Buyer to whom such Assumed Contract may be assigned shall maintain a cash reserve for any timely Cure Objection (the "**Cure Cost Reserve**") filed with respect to a Transferred Contract equal to the lesser of (a) the amount the objecting Counterparty has asserted to be required to cure the asserted defaults under the applicable Transferred Contract, and (b) such other cash reserve amount as may be ordered by the Court, until a Cure Cost amount is agreed to by the parties or determined by the Court. The resolution of Cure Objections for Assumed Contracts shall be adjourned to a date undetermined

until scheduled for hearing by the Debtors on at least twenty (20) days' notice to the Counterparty. Upon resolution of a Cure Objection, the Cure Cost Reserve shall be reduced as appropriate.

33. Pursuant to Sections 365(f)(1) and (3), the Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the applicable Buyer in accordance with their respective terms, including all obligations of the applicable Buyer as the assignee of the Assumed Contracts, notwithstanding any provision in any Transferred Contract or under applicable law (including, without limitation, those of the type described in Sections 365(e)(1) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer.

34. Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code, all Counterparties are forever barred and permanently enjoined from raising or asserting against the Debtors and the Debtors' estates (and any respective successor entity) or the Buyers any defaults, cross-defaults, breach, claim, pecuniary loss, rent accelerations, escalations, rent increase, assignment fees, increases or any other fees charged to either Buyer or the Debtors existing as of the date of assumption of the Assumed Contracts or as a result of the assumption or assignment of the Assumed Contracts on the Closing Date. For the avoidance of doubt, and without limiting the generality of the foregoing, any provision in an Assumed Contract, any other document, or under applicable law that prohibits, restricts or otherwise impairs assignment of the Assumed Contracts or the Buyers' ability to operate the Purchased Assets is hereby void and of no force or effect, including any provision that (a) requires any or all of the proceeds from the assignment of such Transferred Contract be paid to or shared with the applicable Counterparty or distributed in a manner inconsistent with the terms of the Purchase Agreement, an agreement between the Debtors and either Buyer to assume and assign the Transferred Contract, or the intent of the Debtors and either Buyer with respect to the distribution of such proceeds; (b) terminates any extension option

rights or any other rights of the applicable Buyer under such Transferred Contract; (c) cross-defaults to or from any other lease or executory contract that is not a Transferred Contract; (d) restricts any Buyer's operation of the Purchased Assets; or (e) requires a Counterparty's consent prior to assignment of the Transferred Contract to the Buyer.

35. Upon the Debtors' assignment of Assumed Contracts to either Buyer under the terms of the Purchase Agreement and provisions of this Sale Order, no default shall exist under any Assumed Contracts, and no Counterparty to any Assumed Contracts shall be permitted to declare a default by any Debtor or any Buyer or otherwise take action against any Buyer as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Contract. Any provision in an Assumed Contract, other document, or under applicable law that prohibits or conditions the assignment or sublease of such Transferred Contract (including without limitation, the granting of a lien therein) or allows the relevant Counterparty to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon such assignment or sublease, constitutes an unenforceable anti-assignment provision that is and shall hereby be void and of no force or effect. The failure of the Debtors or a Buyer to enforce at any time one or more terms or conditions of any Assumed Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the respective Buyer's rights to enforce every term and condition of the Assumed Contract. Any party having the right to consent to the assumption or assignment of any Assumed Contracts that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

36. **Standing to Prosecute Actions.** Circles and CVG, respectively, have exclusive standing and authority to commence, prosecute, pursue, settle, or abandon the claims and causes

of action sold to each of them as set forth in sections 2.1(a)(xvi) and 2.1(b)(xvii) of the Purchase Agreement, as amended by this Sale Order, without the need for any additional approval of this Court. Any and all objections to such standing and authority are hereby barred.

37. **Statutory Mootness.** The transactions contemplated by the Purchase Agreement and Related Agreements are undertaken by the Buyers without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein of the Sale Transaction shall neither affect the validity of the Sale Transaction nor the transfer of the Purchased Assets or the assignment of Assumed Contracts to the applicable Buyer, free and clear of Interests or Claims, unless such authorization is duly stayed before the Closing Date pending such appeal. The Buyers are each a good faith purchaser of the applicable Purchased Assets and are entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. The Debtors and the Buyers will be acting in good faith if they proceed to consummate the Sale Transaction at any time after entry of this Sale Order.

38. **No Avoidance of Purchase Agreement.** Neither the Debtors nor the Buyers have engaged in any conduct that would cause or permit the Purchase Agreement or Related Agreements to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the Purchase Agreement, Related Agreements, and the Sale Transaction shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Purchase Agreement, Related Agreements, or the Sale Transaction.

39. **Waiver of Bankruptcy Rules 6004(h), 6006(d), and 7062.** Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d), 7062, or any applicable provisions of the Local

Rules, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry of an order approving the Global Settlement (the “**Global Settlement Order**”), and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence in closing the Sale Transaction and the Debtors and the Buyers may close the Sale Transaction as soon as practicable after the Global Settlement Order is entered. Any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay within the time prescribed by law and prior to the Closing Date, or risk its appeal being foreclosed as moot.

40. **Personally Identifiable Information.** The Buyers are directed to use commercially reasonable efforts to adhere to the Debtors’ privacy policies disclosed to individuals prohibiting the transfer of personally identifiable information concerning individuals to persons unaffiliated with the Debtors, as such policies existed on the Petition Date, to the extent not modified subsequently in accordance with those policies.

41. **Binding Effect of Sale Order.** The terms and provisions of the Purchase Agreement and this Sale Order shall be binding in all respects upon the Debtors, their estates, and their creditors, all holders of equity interests in the Debtors, all holders of any Interests or Claims (whether known or unknown) against any Debtor, any holders of Interests or Claims against, or on all or any portion of, the Purchased Assets, all Counterparties (including any collective bargaining agreement or labor agreement), Buyers and all successors and assigns of Buyers, leaseholders, governmental units, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in any of these Chapter 11 cases or upon a conversion to Chapter 7 under the Bankruptcy Code of these Chapter 11 cases. The terms and

provisions of the Purchase Agreement and this Sale Order shall inure to the benefit of the Debtors, their estates and their creditors, the Buyer, and its respective affiliates, successors, and assigns.

42. **Conflicts; Precedence.** In the event that there is a direct conflict between the terms of this Sale Order, the Purchase Agreement, or any documents executed in connection therewith, the provisions contained in this Sale Order, the Purchase Agreement, any documents executed in connection therewith shall govern, in that order. Nothing contained in any Chapter 11 plan hereinafter confirmed in these Chapter 11 cases, any order confirming such plan, or in any other order of any type or kind entered in these Chapter 11 cases (including, without limitation, any order entered after any conversion of any or all of these Chapter 11 cases to cases under Chapter 7 of the Bankruptcy Code) or in any related proceeding shall alter or derogate from the provisions of the Purchase Agreement or the terms of this Sale Order. For the avoidance of doubt, nothing herein shall modify, alter, impair, or otherwise affect any of the provisions of the DIP Order or the DIP Documents, or the rights or remedies of the DIP Agent or the DIP Lender under the DIP Documents (each as defined in the DIP Order) except with respect to the Purchased Assets.

43. **Modification of Purchase Agreement.** The Purchase Agreement, the Related Agreements, and any other related agreements, documents, or other instruments executed in connection therewith, may be modified, amended, or supplemented by the parties thereto, in a writing signed by each party, and in accordance with the terms thereof, without further order of the Court; provided that any such modification, amendment, or supplement shall not materially change the terms of the Purchase Agreement, Related Agreements, or any documents or other instruments executed in connection therewith. The Debtors shall provide the Committee with prior notice of any such modification, amendment, or supplement of the Purchase Agreement, and shall consult with the Committee with respect thereto. For the avoidance of doubt, all material

modifications, amendments, or supplements that have a material or an adverse effect on the Debtors' estates or their creditors shall require Court approval.

44. **Bulk Sales; Taxes.** No bulk sales law, bulk transfer law, or similar law of any state or other jurisdiction (including those relating to Taxes other than Transfer Taxes) shall apply in any way to the transactions contemplated by the Purchase Agreement, the Related Agreements, the Sale Motion, or this Sale Order. Except as otherwise expressly provided in the Purchase Agreement, all obligations of the Debtors relating to Taxes, whether arising under any law, by the Purchase Agreement, or otherwise, shall be the obligation of the Debtors.

45. **Amendments to Purchase Agreement.** The Purchase Agreement shall be amended as follows<sup>4</sup>:

- a. Section 1.1 of the Purchase Agreement shall be amended to include: "Circles Transferred Employees" means each of the Transferred Employees who accept offers of employment with Circles or whose employment otherwise transfers by operation of Law to Circles such that they become either full-time employees, part-time employees or independent contractors of Circles, or its Affiliate, on or following the Closing.
- b. Section 1.1 of the Purchase Agreement shall be amended to include: "CVG Transferred Employees" means each of the Transferred Employees who accept offers of employment with CVG or whose employment otherwise transfers by operation of Law to CVG such that they become either full-time employees, part-time employees or independent contractors of CVG, or its Affiliate, on or following the Closing.

---

<sup>4</sup> For the avoidance of doubt, the Buyers are purchasing the Debtors' estates' claims and causes of action against Bart Weijermars, Laura Thomas, Alexander Korff, Matias Felix, Mary Beth Vitale, Robert Lippert and Luis Jimenez-Tuñon, and are not purchasing the Debtors' estates' claims or causes of action asserted or assertable against the former directors and officers of the Debtors in the following pending litigations: (i) *In re Pareteum Securities Litigation*, No. 1:19-cv-09767-AKH-GWG (S.D.N.Y.); (ii) *Douglas Loskot v. Pareteum Corp. et al.*, 20-CIV-02279 (Cal. Super. Ct., San Mateo Cnty.); (iii) *Sabby Volatility Warrant Master Fund, Ltd. v. Pareteum Corp., et al.*, No. 19-cv-10460-AKH (S.D.N.Y.); (iv) *In re Pareteum Corporation Stockholder Derivative Litigation*, No. 1:20-cv-06264 (S.D.N.Y.); (v) *In re Pareteum Securities Litigation*, 1:19-cv-09767-AKH-GWG (S.D.N.Y.); (vi) *William Miller, derivatively on behalf of Pareteum Corp. v. Victor Bozzo, et al.*, No. 651381/2020 (N.Y. Sup. Ct, NY Cty.) (as consolidated); (vii) *Reuben Harmon, derivatively on behalf of Pareteum Corp. v. Robert H. Turner, et al.*, 650633/2021 (N.Y. Sup. Ct., NY Cty.); and (viii) *In re Pareteum Shareholder Derivative Litigation*, 651381/2020 (N.Y. Sup. Ct., NY Cty.).

- c. Section 1.1 of the Purchase Agreement shall be amended to include: “Independent Directors” means Mary Beth Vitale, Robert Lippert and Luis Jimenez-Tuñon.
- d. Section 1.1 of the Purchase Agreement shall be amended to include: “Management” means Bart Weijermars, Laura Thomas, Alexander Korff and Matias Felix.
- e. Section 2.1(a)(xvi) of the Purchase Agreement shall be amended as follows: all claims and causes of action of or held by any Debtor against (i) each corporate affiliate of the Debtors, (ii) the Independent Directors, (iii) Management, (iv) the Circles Transferred Employees, or (v) current vendors or third-party providers of the Debtors related to the MVNE Business, including such claims and causes of action arising under Chapter 5 of the Bankruptcy Code, including but not limited to Sections 510, 541, 544, 545, 547, 548, 549, 550, 553 or 558, or similar state laws, including any derivative claims asserted or assertable against any of the foregoing in *In re Pareteum Corporation Stockholder Derivative Litigation*, No. 1:20-cv-06264 (S.D.N.Y.) and *William Miller, derivatively on behalf of Pareteum Corp. v. Victor Bozzo, et al.*, No. 651381/2020 (N.Y. Sup. Ct, NY Cty.) (as consolidated).
- f. Section 2.1(b)(xvii) of the Purchase Agreement shall be amended as follows: all claims and causes of action of any Debtor against (i) each corporate affiliate of the Debtors, (ii) the CVG Transferred Employees (other than Management), and (iii) vendors and third-party providers of the Debtors arising under Chapter 5 of the Bankruptcy Code, including but not limited to Sections 510, 541, 544, 545, 547, 548, 549, 550, 553 or 558, or similar state laws related to the CVG Purchased Assets.
- g. Section 1.1 of the Purchase Agreement shall be amended as follows:
  - i. “Purchased Books and Records” means all books, records, and other documents and information, including electronically stored information, that are Circles Purchased Assets pursuant to Section 2.1(a) or CVG Purchased Assets pursuant to Section 2.1(b).
  - ii. “Retained Books and Records” means all books, records, and other documents and information, including electronically stored information, that are not Purchased Books and Records.
- h. Section 8.5 of the Purchase Agreement shall be amended as follows:
  - i. From and after the Closing Date, upon request of at least two (2) Business Days, by any Seller, the Purchasers shall permit the Sellers and their representatives to have reasonable access during the normal business hours of such Purchaser, and in a manner so as not to interfere unreasonably with the normal business operations of the Purchasers, to all premises, properties, personnel, books and records, contracts, and



documents of or related to the Purchased Assets or the Assumed Liabilities for the purposes of (a) preparing any Tax Returns, (b) complying with the requirements of, or responding to inquiries by, any Governmental Authority, or (c) responding to discovery requests by any counterparty to litigation against the Debtors that is currently pending (“Litigation Counterparty”); provided, however, that, for the avoidance of doubt, the foregoing shall not require the Purchasers to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege or conflict with any confidentiality obligations to which the Purchasers are bound, or (ii) such action could reasonably be expected to result in violation of applicable Law or court order. The Purchasers agree to maintain the files or records which are contemplated by the first sentence of this Section 8.5 for six (6) years following the Closing Date; provided, however, that a trustee of any litigation trust that may be established under a plan of liquidation may request that specific books and records be preserved for a longer amount of time to the extent necessary to fully prosecute any claims and causes of action transferred to such litigation trust, with the expense for such preservation being fully borne by such trust, although if the trustee seeks the extension above, the Purchasers may at their sole discretion transfer such books and records to the trust to the extent allowed by applicable law at the trust’s sole expense.

- ii. Sellers shall preserve all Purchased Books and Records in their original form until the later of the Closing Date and the date such Purchased Books and Records are conveyed to the Purchasers. The Purchasers and any other transferee of Purchased Books and Records shall preserve originals or true copies of all Purchased Books and Records for a period of six (6) years following the Closing Date; provided, however, in the event any Purchaser intends to destroy, abandon, or otherwise render unavailable the Purchased Books and Records upon the conclusion of the six (6) year period, such Purchaser shall give all known litigation or investigation parties (which shall include, for the avoidance of doubt, the United States Department of Justice and the plaintiffs in the litigation captioned *In re Pareteum Securities Litigation*, Case No. 1:19-cv-09767 (AKH) (GWG) (S.D.N.Y.) (the “Securities Litigation”) and their counsel) ninety (90) days’ written notice prior to the destruction, abandonment or unavailability of any Purchased Books and Records; provided however, to the extent that during the foregoing six (6) year period, the Securities Litigation, any other known litigation, and/or the subject ongoing investigation of the United States Department of Justice concludes, the plaintiff for the Securities Litigation, any Litigation Counter Party, and/or the United States Department of Justice, as applicable, shall promptly notify the Debtors and the Purchasers that such litigation and/or investigation, as the case may be, has concluded and thus the provisions of this Paragraph 45(h)(ii) and 8.5(b) of the Purchase Agreement no

longer need to be observed as to said party and its subject litigation or investigation.

- iii. The Debtors shall use commercially reasonable efforts to (a) create and maintain an index of the Purchased Books and Records and Retained Books and Records and (b) prepare and maintain a list of known passwords or access IDs related to the Purchased Books and Records and Retained Books and Records.

46. The Debtors and any other transferee of Retained Books and Records (as defined in the APA, as amended), including but not limited to any liquidating trustee, shall (i) preserve originals or true copies of all Retained Books and Records for so long as the Debtors or other transferee determine, and (ii) give all known litigation or investigation parties (which shall include, for the avoidance of doubt, the United States Department of Justice and the plaintiffs in the Securities Litigation and their counsel) ninety (90) days' written notice prior to the destruction, abandonment or unavailability of any Retained Books and Records.

47. **Retention of Jurisdiction.** This Court shall retain exclusive jurisdiction to, among other things, interpret, enforce, and implement the terms and provisions of this Sale Order and the Purchase Agreement, all amendments thereto, and any waivers and consents thereunder (and of each of the agreements executed in connection therewith) to adjudicate disputes related to this Sale Order or the Purchase Agreement (and such other related agreements, documents, or other instruments) and to enforce the injunctions set forth herein.

Dated: June 30, 2022  
New York, New York

/s/ Lisa G. Beckerman  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit A**

**APPROVED PURCHASE AGREEMENT**

**Exhibit B**

**ASSUMPTION AND ASSIGNMENT NOTICE (ECF NO. 77)**

**Execution Version**  
**Confidential**

**ASSET PURCHASE AGREEMENT**

**BY AND BETWEEN**

**PARETEUM CORPORATION**  
**PARETEUM NORTH AMERICA CORP.**  
**DEVICESCAPE HOLDINGS, INC.**  
**IPASS, INC.**  
**IPASS IP LLC**  
**PARETEUM EUROPE B.V.**  
**ARTILIUM GROUP LTD.**  
**PARETEUM N.V.**  
**PARETEUM ASIA PTE. LTD.,**  
**AS SELLERS**

**AND**

**CIRCLES MVNE PTE. LTD.**  
**CHANNEL VENTURES GROUP, LLC,**  
**AS PURCHASERS**

**DATED AS OF**  
**MAY 15, 2022**

**TABLE OF CONTENTS**

	Page
<b>ARTICLE I DEFINITIONS .....</b>	<b>2</b>
Section 1.1 Definitions .....	2
<b>ARTICLE II PURCHASE AND SALE OF PURCHASED ASSETS; EXCLUDED ASSETS; ASSUMPTION OF LIABILITIES .....</b>	<b>12</b>
Section 2.1 Purchased Assets .....	12
Section 2.2 Excluded Assets .....	16
Section 2.3 Assumed Liabilities; Excluded Liabilities .....	17
Section 2.4 Required Consents.....	20
Section 2.5 Accounts Receivable .....	20
Section 2.6 Delivery of Assets .....	21
Section 2.7 Disposition of Excluded Assets.....	21
<b>ARTICLE III PURCHASE PRICE; ALLOCATION .....</b>	<b>21</b>
Section 3.1 Purchase Price .....	21
Section 3.2 Deposit .....	21
Section 3.3 Purchase Price Allocation .....	22
<b>ARTICLE IV INSTRUMENTS OF TRANSFER AND ASSUMPTION .....</b>	<b>22</b>
Section 4.1 Transfer Documents .....	22
Section 4.2 Assignment and Assumption Documents .....	22
<b>ARTICLE V CLOSING .....</b>	<b>23</b>
Section 5.1 Closing Date .....	23
<b>ARTICLE VI SELLERS' REPRESENTATIONS AND WARRANTIES .....</b>	<b>23</b>
Section 6.1 Organization, Qualification and Corporate Power .....	23
Section 6.2 Authorization, Execution and Delivery of Agreement and Transaction Documents .....	23
Section 6.3 Title to Assets; Sufficiency of Assets .....	23
Section 6.4 Legal Proceedings .....	24
Section 6.5 Real Property .....	24
Section 6.6 No Violation of Laws or Agreements .....	24
Section 6.7 Employee Benefits .....	25
Section 6.8 Labor Matters .....	25
Section 6.9 Brokers .....	25
Section 6.10 Permits.....	25
Section 6.11 Taxes; Tax Returns.....	25
Section 6.12 Compliance with Laws.....	26
Section 6.13 Material Contracts .....	27
Section 6.14 Intellectual Property .....	27
Section 6.15 Cybersecurity .....	29
Section 6.16 Financial Statements .....	30
Section 6.17 Absence of Certain Changes .....	31
<b>ARTICLE VII PURCHASERS' REPRESENTATIONS AND WARRANTIES .....</b>	<b>31</b>
Section 7.1 Organization; Qualification and Corporate Power .....	31

## TABLE OF CONTENTS

(Continued)

	Page
Section 7.2 Authorization, Execution and Delivery of Agreement and Transaction Documents .....	31
Section 7.3 Brokers .....	31
Section 7.4 No Violation of Laws or Agreements .....	31
Section 7.5 Legal Proceedings .....	32
Section 7.6 Adequate Assurances Regarding CVG Cure Payment and Circles Cure Payment .....	32
Section 7.7 Purchasers Experience; Non-Reliance .....	32
 <b>ARTICLE VIII SELLERS' AND PURCHASERS' COVENANTS AND AGREEMENTS .....</b>	 <b>32</b>
Section 8.1 Conduct of Business .....	32
Section 8.2 Mutual Covenants .....	32
Section 8.3 Access to Information .....	33
Section 8.4 Public Announcement .....	33
Section 8.5 Preservation of Records .....	33
Section 8.6 Taxes .....	34
Section 8.7 Good Faith Efforts .....	35
Section 8.8 Employees .....	35
Section 8.9 Further Assurances .....	37
Section 8.10 Confidentiality .....	38
Section 8.11 Survival of Representations and Warranties .....	38
Section 8.12 Disclaimer of Implied Warranties .....	38
Section 8.13 Acknowledgement .....	39
Section 8.14 Bankruptcy Court Approval .....	39
Section 8.15 Additional Covenants .....	41
Section 8.16 Business Policies .....	41
Section 8.17 Pareteum Africa Joint Venture .....	41
Section 8.18 Material Contracts .....	41
 <b>ARTICLE IX CONDITIONS PRECEDENT TO PURCHASERS' OBLIGATION TO CLOSE .....</b>	 <b>42</b>
Section 9.1 Accuracy of Representations and Warranties; Performance of this Agreement .....	42
Section 9.2 Officer's Certificate .....	42
Section 9.3 Bill of Sale; Assumption Agreement; Intellectual Property Assignment Agreement .....	42
Section 9.4 [Reserved.] .....	42
Section 9.5 Compliance with Laws; Legal Proceedings .....	42
Section 9.6 Bankruptcy Matters .....	43
Section 9.7 [Reserved.] .....	43
Section 9.8 Certain Contracts .....	43
Section 9.9 [Reserved.] .....	43
Section 9.10 Third Party Consents .....	43
Section 9.11 Pareteum Africa Joint Venture .....	43
Section 9.12 [Reserved.] .....	43

**TABLE OF CONTENTS**

(Continued)

	Page
<b>ARTICLE X CONDITIONS PRECEDENT TO SELLERS' OBLIGATION TO CLOSE.....</b>	<b>43</b>
Section 10.1 Accuracy of Representations and Warranties; Performance of this Agreement .....	43
Section 10.2 Officer's Certificate.....	44
Section 10.3 Assumption Agreement.....	44
Section 10.4 Bankruptcy Matters .....	44
Section 10.5 [Reserved.] .....	44
<b>ARTICLE XI TERMINATION .....</b>	<b>44</b>
Section 11.1 Breaches and Defaults; Opportunity to Cure .....	44
Section 11.2 Termination .....	44
Section 11.3 Effect of Termination .....	45
<b>ARTICLE XII MISCELLANEOUS .....</b>	<b>45</b>
Section 12.1 Notices.....	45
Section 12.2 Expenses.....	47
Section 12.3 Governing Law; Jurisdiction; Waiver of Jury Trial .....	47
Section 12.4 Assignment.....	47
Section 12.5 Successors and Assigns .....	47
Section 12.6 Amendments; Waivers .....	47
Section 12.7 Entire Agreement .....	48
Section 12.8 Counterparts .....	48
Section 12.9 Severability.....	48
Section 12.10 Section Headings.....	48
Section 12.11 Interpretation .....	48
Section 12.12 Third Parties .....	48
Section 12.13 Specific Performance .....	48
Section 12.14 Release .....	49
Section 12.15 Schedules.....	49



## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “Agreement”) is made and entered into as of May 15, 2022 (the “Effective Date”) by and among Pareteum Corporation, a Delaware corporation (“Parent”), Pareteum North America Corp., a Delaware corporation (“Pareteum NA”), Devicescape Holdings, Inc., a Delaware corporation (“Devicescape”), iPass, Inc., a Delaware corporation (“iPass”), iPass IP LLC, a Delaware corporation (“iPass IP”), Pareteum Europe B.V., a Netherlands private limited company (“Pareteum Europe” and, together with Parent, Pareteum NA, Devicescape, iPass, and iPass IP, collectively, the “Borrower Sellers”), Artilium Group Ltd., an England, UK, private limited company (“Artilium Group”), Pareteum N.V., a Belgian private limited company (“NV”), and Pareteum Asia Pte. Ltd., a Singapore private limited company (“Pareteum Asia” and, together with the Artilium Group, NV and the Borrower Sellers, each a “Seller” and, collectively, the “Sellers”), Circles MVNE Pte. Ltd., a Singapore private limited company (“Circles”) and Channel Ventures Group, LLC, a Delaware limited liability company (“CVG” and, together with Circles, each a “Purchaser” and together the “Purchasers”). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in Article I of this Agreement.

## R E C I T A L S

WHEREAS, the Sellers, together with certain of their Affiliates, are engaged in the business of cloud software communication systems and tools (such businesses, as presently conducted, shall be collectively referred to herein as the “Business”);

WHEREAS, the Business includes only the MVNE Business and the Non-MVNE Business;

WHEREAS, on May 15, 2022 (the “Petition Date”), the Sellers commenced Cases No. 22-10615, 22-10616, 22-10617, 22-10618, 22-10619, 22-10620, 22-10621, 22-10622 and 22-10623 (collectively, the “Bankruptcy Case”) by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, in connection therewith, the Sellers wish to sell, transfer, convey, assign and deliver to the Purchasers (where applicable, in accordance with Sections 363 and 365 and the other applicable provisions of the Bankruptcy Code), all of the Purchased Assets (defined below), together with the Assumed Liabilities (defined below) upon the terms and subject to the conditions set forth in this Agreement (hereinafter collectively referred to as the “Transaction”);

WHEREAS, the Purchasers wish to purchase and take delivery of such Purchased Assets and Assumed Liabilities upon such terms and subject to such conditions;

WHEREAS, the Purchased Assets owned by the Debtors shall be sold pursuant to a Sale Order of the Bankruptcy Court approving such sale under Section 363 of the Bankruptcy Code and such Sale Order may include the assumption and assignment of certain executory contracts and service agreements, unexpired leases of equipment and liabilities thereunder, under Section 365 of the Bankruptcy Code and pursuant to the terms and conditions of this Agreement; and

WHEREAS, all of the obligations of the Debtors are conditioned upon the approval of the Bankruptcy Court in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

## **ARTICLE I DEFINITIONS**

Section 1.1 Definitions. For purposes of this Agreement (including the Disclosure Schedules hereto) the terms defined in this Agreement shall have the respective meanings specified herein, and, in addition, the following terms shall have the following meanings:

“Accounts Receivable” means, with respect to any Seller (with respect to the Sellers’ Accounts Receivable) or the Purchasers (with respect to the Purchasers Accounts Receivable) and a particular date, (i) any and all accounts receivable, trade accounts and other amounts (including overdue accounts receivable) owed to such Person relating to, or arising in connection with, the operation and conduct of, the Business and any other similar rights of such Person to payment from third parties whether or not invoiced as of such date, and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of such services rendered, in each case owing to such Person; (ii) all other accounts or notes receivable of such Person related to the Business and the full benefit of all security for such accounts or notes receivable; and (iii) any and all claims, remedies or other rights relating to any of the foregoing, together with any interest or unpaid financing charges accrued thereon, in each case that have not been satisfied or discharged prior to the close of business on the day immediately preceding such date or have not been written off or sent to collection prior to the close of business on the day immediately preceding such date (it being understood that the receipt of a check prior to the close of business on the day immediately preceding such date shall constitute satisfaction or discharge of the applicable account or note receivable to the extent of the payment represented thereby).

“Affiliate” means, as to any Person, any other Person, which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. The term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other direct or indirect ownership interest, by Contract or otherwise.

“Affiliated Group” means any affiliated, consolidated, combined, unitary, or similar group, including any arrangement for group or consortium relief or similar arrangement.

“Agreement” shall have the meaning set forth in the Preamble.

“Allocation” shall have the meaning set forth in Section 3.3.

“Alternative Transaction” shall have the meaning set forth in Section 8.14(a)(iii).

“Anti-Bribery Laws” means any and all applicable statutes, regulations, orders, directive, treaties, decrees and Laws which relate to anti-bribery and anti-corruption.

“Artium Group” shall have the meaning set forth in the Preamble.

“Assignment Agreements” means an assignment agreement substantially in the form attached hereto as Annex V.

“Assumed Contracts” shall have the meaning set forth in Section 2.1(b)(vii).

“Assumed Liabilities” shall have the meaning set forth in Section 2.3(b).

“Assumption Agreements” shall have the meaning set forth in Section 4.2.

“Bankruptcy Case” shall have the meaning set forth in the Recitals.

“Bankruptcy Code” means 11 U.S.C. §§ 101, *et seq.*, and any amendments thereof.

“Bankruptcy Court” shall have the meaning set forth in the Recitals.

“Bidding Procedures Orders” shall have the meaning set forth in Section 8.14(b)(iii)(1).

“Bills of Sale” shall have the meaning set forth in Section 4.1.

“Borrower Sellers” shall have the meaning set forth in the Preamble.

“Breaching Party” shall have the meaning set forth in Section 11.1.

“Break Up Fee” shall have the meaning set forth in Section 8.14(a)(iii).

“Bridge Loan” means that certain loan made by Circles MVNE Pte. Ltd to Pareteum Corporation pursuant to that certain Senior Secured Bridge Note due 2022, dated as of April 25, 2022.

“Bridge Loan Agreement” means that certain Senior Secured Bridge Note due 2022, dated as of April 25, 2022.

“Business” shall have the meaning set forth in the Recitals.

“Business Days” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City of New York and/or Singapore.

“Business Employees” shall have the meaning set forth in Section 8.8(e).

“Cash” means cash on hand, cash in bank or other accounts, readily marketable securities, security deposits, certificates of deposit and other cash-equivalent liquid assets of Seller.

“Cash and Cash Equivalents” means all of the Sellers’ cash (including petty cash but excluding any checks that remain uncashed or uncleared prior to the close of business on the

Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers' acceptances, commercial paper and government securities and other cash equivalents.

“Circles” shall have the meaning set forth in the Preamble.

“Circles Assumed Contracts” shall have the meaning set forth in Section 2.1(a)(vi).

“Circles Assumed Liabilities” shall have the meaning set forth in Section 2.3(a).

“Circles Cure Payments” shall have the meaning set forth in Section 2.3(a)(iv).

“Circles Purchased Assets” shall have the meaning set forth in Section 2.1(a).

“Circles Purchased Equity Interests” means the Debtors' interest in the equity of Pareteum Africa Pty Ltd.

“Closing” shall have the meaning set forth in Section 5.1.

“Closing Date” shall have the meaning set forth in Section 5.1.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“Code” means the Internal Revenue Code of 1986, as amended.

“Confidential Information” shall have the meaning set forth in the NDA.

“Contract” means any written or oral contract, agreement, lease, license, financial instrument, covenant not to sue, or other document or commitment, arrangement, undertaking, or understanding, practice or authorization.

“Contractors” shall have the meaning set forth in Section 8.8(f).

“Cure Payments” means, with respect to the Debtors, “cure payments” required to be made under Section 365 of the Bankruptcy Code in connection with any assumption and assignment of an Assumed Contract to the Purchasers required to be paid in connection with the assignment of, or outstanding with respect to periods before the Closing under, any Assumed Contract assigned to the Purchasers.

“CVG” shall have the meaning set forth in the Preamble.

“CVG Assumed Contracts” shall have the meaning set forth in Section 2.1(a)(vi).

“CVG Assumed Liabilities” shall have the meaning set forth in Section 2.3(b).

“CVG Cure Payments” shall have the meaning set forth in Section 2.3(b)(iv).

“CVG Purchased Assets” shall have the meaning set forth in Section 2.1(b).

“CVG Purchased Equity Interests” means the purchased equity interests related to the Non-MVNE Business and set forth on Schedule 1.1(a).

“Debtors” means Parent and any Affiliate that is a debtor-in-possession in the Bankruptcy Case.

“Deemed Purchaser Confidential Information” shall have the meaning set forth in Section 8.10.

“Devicescape” shall have the meaning set forth in the Preamble.

“DIP Agent” has the meaning given to such term in the DIP Loan Agreement.

“DIP Budget” means a 13-week cash flow and fee and expense incurrence forecast, in form and substance acceptable to the DIP Agent, attached to the Interim Order submitted to the Bankruptcy Court, and updated by the Borrower on the first Wednesday of each month, in accordance with the requirements set forth in the DIP Loan Agreement.

“DIP Documents” means the “Loan Documents” as such term is defined in the DIP Loan Agreement.

“DIP Loan” means the amount that Circles has funded pursuant to a debtor-in-possession financing loan that has been made pursuant to an order of the Bankruptcy Court.

“DIP Loan Agreement” means that certain Senior Secured, Priming and Superpriority Debtor-in-Possession Credit Agreement, dated as of May 15, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Facility Agreement”), among Parent, each of the direct and indirect Subsidiaries of Parent party thereto as borrowers, CIRCLES MVNE PTE. LTD., as lender (in such capacity, the “Lender”, and each person who becomes a lender party thereto after the date hereof, each a “Lender”) and CIRCLES MVNE PTE. LTD., as administrative agent for the Lenders.

“Disclosure Schedules” means the schedules delivered by the Sellers to the Purchasers as of the Effective Date setting forth the exceptions to the representations and warranties contained in Article IV and certain other information called for by this Agreement.

“Effective Date” shall have the meaning set forth in the Preamble.

“Employee Census” shall have the meaning set forth in Section 8.8(f).

“Employee Plans” means any employment, consulting, severance or other similar plan, arrangement or policy, and each plan, arrangement (written or oral), program, agreement or commitment providing for insurance coverage (including any self-insured arrangements), workers’ compensation, disability benefits, supplemental unemployment benefits, vacation benefits, provident plans, retirement benefits, life, health, disability or accident benefits or for deferred compensation, profit-sharing bonuses, stock options, stock purchases or other forms of incentive compensation or post-retirement insurance, compensation or benefits which is entered into, maintained, contributed to or required to be contributed to, by any Seller or under which any

Seller may incur any liability including under any employee pension benefit plan and any employee welfare benefit plan which any Seller maintains, administers, contributes to or is required to contribute to, or has maintained, administered, contributed to or was required to contribute to, or under which any Seller may incur any liability.

“Employees” means all individuals with whom the Sellers maintain as of the date hereof an employer-employee relationship.

“Employment Contracts” means any employment, retention, severance, indemnification, consulting, expatriate or supplemental pension contract, or other employment-related Contract, between the Sellers and an individual.

“Excluded Assets” shall have the meaning set forth in Section 2.2.

“Excluded Contracts” shall have the meaning set forth in Section 2.2(e).

“Excluded Liabilities” shall have the meaning set forth in Section 2.3(c).

“Expense Reimbursement” means the actual out-of-pocket costs, expenses, and fees, including legal, accounting, diligence and other third party advisory or service costs, expenses and fees incurred by Circles and its Affiliates in connection with evaluating, investigating, negotiating, documenting, consummating and/or performing the Transaction contemplated by this Agreement, the acquisition of the First Lien Notes, the transactions contemplated by the Bridge Loan Agreement and DIP Loan Agreement (to the extent that such costs, fees and/or expenses are not actually paid to Circles, as lender, pursuant to the Bridge Loan Agreement or the DIP Loan Agreement) in an amount not to exceed one million five hundred thousand dollars (\$1,500,000.00), as contemplated by Section 8.14 of this Agreement.

“First Lien Agent” means Circles, in its capacity as administrative agent under that certain Security Agreement, dated as of June 8, 2020, by and among the Borrower Sellers, each of the subsidiaries of the Sellers from time to time party thereto and Circles, as further amended, restated, supplemented or otherwise modified from time to time.

“First Lien Notes” means those notes, including the class A and class B notes, evidenced by that certain Securities Purchase Agreement dated as of June 8, 2020, among the Pareteum Corporation and the buyers party thereto, as amended, restated, supplemented or otherwise modified from time to time, and the promissory notes, security documents and other transaction documents executed and delivered by the Pareteum Corporation and its subsidiaries, as purchased by Circles from CVG and High Trail pursuant to that Note Sale Contract dated as of April 25, 2022.

“Governmental Authority” means any federal, state, provincial, municipal and foreign governmental entity, authority, or agency, or any other political subdivision, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government, and quasi-governmental authorities.

“High Trail” means High Trail Investments SA LLC.

“Intellectual Property” means, on a worldwide basis: (i) all patents, patent applications, patent disclosures and all related re-issuances, continuations, continuations-in-part, renewals, substitutions, refiles, divisions, revisions, extensions, reexaminations and counterparts thereof, all industrial designs, industrial models and utility models, certificates of invention, plant patents and design patents, as well as the rights to file for, and to claim priority to, any such patent rights, (ii) all registered and unregistered trademarks, service marks, domain names, trade dress and product configurations, logos, trade names, together with all translations, adaptations, modifications, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations, renewals and extensions in connection therewith, (iii) all registered and unregistered copyrights in both published and unpublished works and all moral rights, and all applications, registrations, renewals and extensions in connection therewith, together with all translations, adaptations, modifications, derivations, combinations and derivative works thereof, (iv) all internet domain names and registration rights, uniform resource locators, internet or worldwide web sites or protocol addresses, social media accounts, and all content, programming, and related security passwords or codes related to all of the foregoing, (v) all inventions, developments, discoveries and concepts (whether or not patentable and whether or not reduced to practice), all methods and/or materials, technical information, technologies, systems, processes, procedures, know-how, data, trade secrets (as such are determined under applicable law), samples, compositions, devices, formulae, illustrations, works of authorship, compilations, programs, schematics, designs, drawings, technical plans, prototypes, production and manufacturing processes and techniques, research, development activities and plans, specifications, computer programs, object and source code, databases, passwords, log on identifiers, algorithms and mask works, (vi) all other intellectual property rights, industrial property rights, and proprietary rights relating to any of the foregoing, (vii) all rights in software, (viii) all copies and tangible embodiments thereof (in whatever form or medium), (ix) and the right to sue and recover for past, present or future infringements, misappropriations, dilution, unauthorized use or disclosure, or other conflict with any of the foregoing intellectual property.

“Intellectual Property Assets” shall refer to all Intellectual Property, owned by any Seller that relates to, or is used or held for use in connection with, the Business.

“Intellectual Property Assignment Agreement” shall have the meaning set forth in Section 4.1.

“Interim Contracts” shall have the meaning set forth in Section 2.3(e).

“Interim Order” has the meaning given to such term in the DIP Loan Agreement.

“IoT Business” shall refer to the Sellers’ Internet of Things business.

“IP Agreements” shall have the meaning set forth in Section 8.18.

“iPass” shall have the meaning set forth in the Preamble.

“iPass IP” shall have the meaning set forth in the Preamble.

“IP Contributor” shall have the meaning set forth in Section 6.14(h).

“IP Registrations” shall have the meaning set forth in Section 6.14(d).

“Key MVNE Customer Contracts” means, collectively, those Contracts primarily relating to the MVNE Business, which Key MVNE Customer Contracts include but are not limited to Vodafone Enabler Espana, Telenet/Proximus, M1, Telecall Communication Corp, and Vodacom.

“Knowledge” means in the case of any Seller, the knowledge of the parties listed on Schedule 1.1(b) which means, with respect to each such Person that (a) such Person is actually aware of such fact or matter, (b) such Person, after reasonably inquiry, would have become aware of such fact or matter, or (c) such Person, in connection with the reasonable and diligent discharge of such Person’s employment or other responsibilities with respect to the entity in question, should reasonably be expected to have acquired knowledge of such fact or matter.

“Laws” means any federal, state, provincial, local or foreign statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law.

“Legal Proceeding” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

“Liability” means any liability, indebtedness, obligation, expense, claim, loss, cost, obligation, damage, responsibility, guaranty, Tax or endorsement of or by any Person, absolute or contingent, accrued or unaccrued, known or unknown, due or to become due, liquidated or unliquidated, whether or not secured.

“Liens” means any security interests, mortgages, interests, liens, pledges, charges, defects of title, options and other rights of third parties, rights of first refusal, claims or any other encumbrance or restriction on ownership.

“Material Adverse Effect” means any event or change or circumstance that, individually or when aggregated with any one or more of the other such changes, events or circumstances, has had or could reasonably be expected to have a material adverse effect on or with respect to (a) the Purchased Assets, the Assumed Liabilities or the operation of the Business that is attributed to the Borrower Sellers taken as a whole, or (b) the ability of the Borrower Sellers to consummate the Transaction; provided, however, that none of the following events, changes or circumstances (individually or when aggregated with any one or more of the other such changes, events or circumstances) shall be deemed to be or constitute a Material Adverse Effect under clause (a) above, and none of the following changes, events or circumstances (individually or when aggregated with any one or more of the other such changes, events or circumstances) shall be taken into account when determining whether a Material Adverse Effect has occurred under clause (a) above: (i) war, acts of nature, general strike, acts of terror or acts of hostilities, including but not limited to, military engagements and shelling of civilian areas, (ii) general economic, market or political changes or conditions, (iii) events, changes or circumstances which generally affect the industries in which the Sellers conduct business, (iv) changes in Laws, (v) the filing and the pendency of the Bankruptcy Case or ancillary proceedings in any other jurisdiction regardless of where commenced and by whom, (vi) the commencement of any action against any Non-Borrower Seller or the assets of any Non-Borrower Seller, (vii) the execution against any Non-Borrower



Seller or any asset of any Non-Borrower Seller, (viii) the failure of the liens granted under the DIP Loan on the assets of the applicable Non-Borrower Seller to be recorded or enforced outside of the United States, (ix) the attrition, dismissal, strike, work stoppage, work cessation, lockout or other similar act by or with regard to any employees of any Non-Borrower Seller, and (x) events, changes or circumstances arising from or caused by the announcement of this Agreement or the taking of any action specifically required hereunder; provided that, with respect to clauses (i) through (iv), such event, change or circumstance does not disproportionately affect the Business or the Purchased Assets compared to other Persons operating in the same industry or market as the Business or Purchased Assets.

“Material Contracts” shall have the meaning set forth in Section 8.18.

“MVNE Business” means Sellers’ Mobile Virtual Network Enabler business, and also includes the IoT Business.

“NDA” shall have the meaning set forth in Section 8.10.

“Note Sale Contract” means that certain Note Sale Contract providing for the sale of First Lien Notes, dated as of April 25, 2022, between Circles, as purchaser and High Trail and CVG as sellers.

“Non-Borrower Sellers” means, collectively, Artilium Group, NV and Pareteum Asia.

“Non-Breaching Party” shall have the meaning set forth in Section 11.1.

“Non-Material IP Registrations” means IP Registrations that Sellers have allowed to lapse during the last 12 months, a list of which shall be provided to Sellers within 10 days after the date hereof.

“Non-MVNE Business” means collectively, (i) Sellers’ Small and Medium Business Enterprise (Including United Telecom), (ii) Sellers’ Mobile Virtual Network Operation business, (iii) Sellers’ messaging business conducted by Interactive Digital Media GmbH business, and (iv) Sellers’ iPass business.

“NV” shall have the meaning set forth in the Preamble.

“OFAC” shall have the meaning set forth in Section 6.12(b).

“Ordinary Course of Business” means the ordinary course of business of the Sellers consistent with the current custom and practice of the Sellers (including with respect to quantity and frequency) in light of Debtors’ current financial condition, financial distress and pending Bankruptcy Case, if applicable; provided, however, that any terminations of Business Employees, other than terminations for cause, and any failures to pay any Business Employees, between the date hereof and the Closing shall not be deemed to be in the ordinary course of business.

“Outside Closing Date” shall have the meaning set forth in Section 8.14(b)(iii)(6).

“Parent” shall have the meaning set forth in the Preamble.

“Pareteum Africa JV Agreement” means, collectively, that certain Joint Venture and Collaboration Agreement entered into by and between Pareteum N.V., Pareteum Africa Pty Ltd. and Virtual Mobile Operations Pty. Ltd. effective as of June 1, 2021 and that certain Joint Venture and Collaboration Agreement Amendment Number 1 entered into by and between Pareteum N.V., Pareteum Africa Pty Ltd. and Virtual Mobile Operations Pty. Ltd. effective as of March 10, 2022.

“Pareteum Asia” shall have the meaning set forth in the Preamble.

“Pareteum Europe” shall have the meaning set forth in the Preamble.

“Pareteum NA” shall have the meaning set forth in the Preamble.

“Parties” means, collectively, the Sellers and Purchasers.

“Paying Party” shall have the meaning set forth in Section 8.6(b).

“Periodic Taxes” shall have the meaning set forth in Section 8.6(b).

“Permitted Liens” means the restrictions or requirements set forth in the Sale Order relating to the Purchased Assets, and all Liens set forth on Schedule 1.1(c).

“Person” shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or Governmental Authority (whether federal, state, county, city or otherwise and including any instrumentality, division, agency or department thereof).

“Personal Information” shall have the meaning set forth in Section 6.14(j).

“Petition Date” shall have the meaning set forth in the Recitals.

“Post-petition Accrued AP” means any allowed claim (as defined in Bankruptcy Code Section 101(5)) on account of any post-Petition Date expense that is incurred at or prior to Closing by any of the Debtors in the Ordinary Course of Business that relates to the operation of the Business and is entitled to administrative expense priority pursuant to Bankruptcy Code Section 503(b) but have not been paid by the Debtors (or otherwise) at the time of Closing.

“Professional Fee Escrow Amount” means the segregated account, funded by the Debtors for the exclusive purpose of payment of allowed professional fees in accordance with the DIP Budget and DIP Documents.

“Purchased Assets” shall have the meaning set forth in Section 2.1(b).

“Purchased Equity Interests” means collectively the Circles Purchased Equity Interests and the CVG Purchased Equity Interests.

“Purchase Price” shall have the meaning set forth in Section 3.1(b).

“Purchaser” shall have the meaning set forth in the Preamble.

“Purchasers” shall have the meaning set forth in the Preamble.

“Purchasers’ Allocation” shall have the meaning set forth in Section 3.3.

“R&D Sponsor” shall have the meaning set forth in Section 6.14(l).

“Real Property Leases” shall have the meaning set forth in Section 6.5.

“Reimbursing Party” shall have the meaning set forth in Section 8.6(b).

“Releasees” shall have the meaning set forth in Section 12.14.

“Required Consents” shall have the meaning set forth in Section 2.4(a).

“Sale Motion” means the motion to be filed with the Bankruptcy Court by Debtors, in form and substance satisfactory to the First Lien Agent and the Second Lien Agent and the Purchasers, seeking approval of the applicable terms and conditions of the Transaction Documents, authorization for the sale of the applicable Purchased Assets by the Debtors pursuant to Section 363 of the Bankruptcy Code and the assumption and assignment of the Purchased Assets that are executory contracts or unexpired leases pursuant to Section 365 of the Bankruptcy Code, free and clear of all Liens, and all as provided in the Sale Order.

“Sale Order” means the order of the Bankruptcy Court substantially in the form attached as Exhibit A (which Exhibit A has been reviewed by and is satisfactory to each of the First Lien Agent and the Second Lien Agent), and in final form and substance satisfactory to the First Lien Agent and the Second Lien Agent, and the Purchasers, each in their respective discretion.

“Second Lien Agent” means CVG, in its capacity as administrative agent under that certain Security Agreement, dated as of February 22, 2021, by and among the Sellers, each of the subsidiaries of the Sellers from time to time party thereto and CVG, as further amended, restated, supplemented or otherwise modified from time to time.

“Seller” shall have the meaning set forth in the Preamble.

“Sellers” shall have the meaning set forth in the Preamble.

“Sellers’ Allocation Notice” shall have the meaning set forth in Section 3.3.

“Specified Representations” means the representations and warranties set forth in Section 6.1, Section 6.2, the first sentence of Section 6.3 and Section 6.9.

“Straddle Period” means any taxable period beginning on or ending after the Closing Date.

“Taxes” mean any (a) federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property (including general and special real estate taxes and assessments, special service area charges, tax increment financing, charges, payments in lieu of taxes and similar charges and assessments), windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, foreign or domestic

withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever or any governmental fee, governmental assessment or governmental charge of a similar nature, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, (b) interest, penalties, fines or additions to Tax or additional amounts with respect to any item described in clause (a) or the failure to comply with any requirement imposed with respect to any Tax Returns, and (c) liabilities in respect of any items described in clause (a) or clause (b) payable by reason of Contract, membership of an Affiliated Group, assumption, transferee liability, succession, operation of Law or otherwise.

“Tax Return” means any return, report, information return or other document (including any related or supporting information) filed or required to be filed in connection with the determination, assessment or collection of Taxes of any party or the administration of any Laws, regulations or administrative requirements relating to any Taxes.

“Transaction” shall have the meaning set forth in the Preamble.

“Transaction Documents” shall have the meaning set forth in Section 6.1.

“Transferred Employees” shall have the meaning set forth in Section 8.8(a).

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended, any implementing regulations thereof, and any similar state or local Law, including the New York State Worker Adjustment and Retraining Notification Act.

“Wind Down Amount” means an amount of up to six hundred thousand U.S. Dollars (\$600,000.00) to be used by the Debtors in connection with the process to wind down, dissolve and liquidate the Debtors’ estates and distribute remaining assets in accordance with a plan of liquidation pursuant to sections 1123 and 1129 of the Bankruptcy Code.

## **ARTICLE II**

### **PURCHASE AND SALE OF PURCHASED ASSETS; EXCLUDED ASSETS; ASSUMPTION OF LIABILITIES**

Section 2.1 Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, subject to Bankruptcy Court approval, as applicable, at the Closing:

(a) Each Seller shall, as applicable, sell, convey, transfer, assign and deliver to Circles and/or one or more Affiliates of Circles designated in writing by Circles, and Circles and/or its applicable Affiliates shall purchase, acquire and take assignment and delivery from such Sellers, all right and title to and interest in and to the following assets, properties, and rights (contractual or otherwise) owned by such Seller and primarily used or held for use in connection with or necessary for the operation of the MVNE Business (collectively, the “Circles Purchased Assets”) free and clear of all Liens, claims or interests of any type or nature, whether known or unknown, of any Seller or any other party (other than Permitted Liens), including without limitation:

- (i) all assets primarily related to the MVNE Business;

(ii) all agreements and telecommunications contracts where the Sellers provide software platform solutions related to the Sellers' MVNE Business to telecommunications companies, including but not limited to the Key MVNE Customer Contracts;

(iii) all assets primarily related to the Sellers' "Internet of Things" products and services related to the MVNE Business;

(iv) All deposits related to the MVNE Business, including all deposits and prepayments held by third parties pursuant to any executory contract or unexpired lease assumed and assigned to Circles which are related to the MVNE Business (excluding deposits related to Contracts that are not Assumed Contracts);

(v) Subject to the timing and process contemplated by the Sale Order, the Contracts, agreements, contract rights, leases of real property, leases of equipment, machinery or other tangible personal property license agreements, customer contracts, vendor contracts, Employment Contracts, purchase and sales orders (if any), financial instruments, royalty agreements, third party guaranties, indemnifications, arrangements and understandings, whether oral or written, to which any Seller is a party (whether or not legally bound thereby) and which primarily relate to the operation of the MVNE Business and which are designated as Assumed Contracts pursuant to Section 2.3(d) below (collectively the "Circles Assumed Contracts");

(vi) The Circles Purchased Equity Interests;

(vii) All rights, title and interests of the Sellers and their Affiliates in the Pareteum Africa JV Agreement;

(viii) All Accounts Receivable related to the MVNE Business;

(ix) all permits necessary for the operation of the MVNE Business or the ownership of the MVNE Business, transferable to Circles pursuant to their terms and in accordance with applicable Laws;

(x) all Intellectual Property Assets which relate to, or are used or held for use, in connection with, the MVNE Business, including but not limited to the Pareteum and Artilium brand names, and trademarks (whether registered or otherwise), ARTA software and Coreserver software;

(xi) all prepaid items and expenses primarily related to the MVNE Business, including prepayments of customers of the MVNE Business;

(xii) all books and records including customer or client lists, files, documentation, records and the related documentation primarily related to the MVNE Business or Circles Assumed Liabilities, but specifically excluding the books and records set forth in Section 2.2(f);

(xiii) all claims, indemnities, warranties, guarantees, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (whether or not known or unknown or contingent or non-contingent) primarily related to the

MVNE Business, the Circles Purchased Assets or the Circles Assumed Liabilities (other than those on insurance policies of the Sellers);

(xiv) all Cash and Cash Equivalents (regardless of the derivation of such Cash or Cash Equivalents), less the Wind Down Amount and the Professional Fee Escrow Amount; *provided* that the Wind Down Amount and the Professional Fees Escrow Amount shall be Excluded Assets.

(xv) all other assets, properties, and rights used in the MVNE Business that are not defined below as Excluded Assets; and

(xvi) all claims and causes of action of any Debtor against Affiliates, current Independent Directors, current officers, employee or current vendors or third party providers related to the MVNE Business, including such claims and causes of action arising under Chapter 5 of the Bankruptcy Code, including Sections 510, 541, 544, 545, 547, 548, 549, 550, 553 or 558, or similar state laws.

(b) Each Seller shall, as applicable, sell, convey, transfer, assign and deliver to CVG and/or one or more Affiliates of CVG designated in writing by CVG, and CVG and/or its applicable Affiliates shall purchase, acquire and take assignment and delivery from such Sellers, all right and title to and interest in and to the following assets, properties, and rights (contractual or otherwise) owned by such Seller and primarily used or held for use in connection with or necessary for the operation of the Non-MVNE Business (collectively, the “CVG Purchased Assets” and, together with the Circles Purchased Assets, the “Purchased Assets”) free and clear of all Liens, claims or interests of any type or nature, whether known or unknown, of any Seller or any other party (other than Permitted Liens), including without limitation:

(i) all assets related to the Sellers’ Small and Medium Business Enterprise products and services;

(ii) all assets related to the Sellers’ Mobile Virtual Network Operation business;

(iii) all assets related to the Sellers’ operation of the messaging business conducted by Interactive Digital Media GmbH business;

(iv) all assets related to iPass;

(v) all deposits related to the Non-MVNE Business, including all deposits and prepayments held by third parties pursuant to any executory contract or unexpired lease assumed and assigned to CVG which are related to the Non-MVNE Business (excluding deposits related to Contracts that are not Assumed Contracts);

(vi) all equipment, machinery or other tangible personal property primarily used or held for use in connection with the Sellers’ Non-MVNE Business;

(vii) subject to the timing and process contemplated by the Sale Order, the Contracts, agreements, contract rights, leases of real property, leases of equipment, machinery

or other tangible personal property license agreements, customer contracts, purchase and sales orders (if any), financial instruments, royalty agreements, third party guaranties, indemnifications, arrangements and understandings, whether oral or written, to which any Seller is a party (whether or not legally bound thereby) and which relate to the operation of the Non-MVNE Business and which primarily relate to the operation of the Non-MVNE Business and which are designated as Assumed Contracts pursuant to Section 2.3(d) below (collectively, the “CVG Assumed Contracts” and, together with the Circles Assumed Contracts, the “Assumed Contracts”);

- (viii) the CVG Purchased Equity Interests;
- (ix) all Accounts Receivable related to the CVG Purchased Assets;
- (x) all permits necessary for the operation of the Sellers’ Non-MVNE Business, transferable to CVG pursuant to their terms and in accordance with applicable Laws;
- (xi) all Intellectual Property Assets which relate solely to, or are solely used or held for use, in connection with, the Non-MVNE Business, including, but not limited to the wi-fi business of Deviscap;
- (xii) all prepaid items and expenses related to the Sellers’ Non-MVNE Business;
- (xiii) all books and records including customer or client lists, files, documentation, records and the related documentation related to the Sellers’ Non-MVNE Business, or CVG Assumed Liabilities, but specifically excluding the books and records set forth in Section 2.2(f);
- (xiv) all claims, indemnities, warranties, guarantees, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (whether or not known or unknown or contingent or non-contingent) related to the Sellers’ Non-MVNE Business or the CVG Assumed Liabilities (other than those on insurance policies of the Sellers);
- (xv) all deposits and prepayments held by third parties pursuant to any executory contract or unexpired lease assumed and assigned to CVG;
- (xvi) all other assets, properties, and rights used in the Sellers’ Non-MVNE Business that are not defined below as Excluded Assets and not included in Circles Purchased Assets; and
- (xvii) all claims and actions of any Debtor against Affiliates, vendors and third party providers of any Debtor arising under Sections 510, 541, 544, 545, 547, 548, 549, 550, 553 or 558 of the Bankruptcy Code or similar state laws related in each case to the CVG Purchased Assets.

For the avoidance of doubt, if a Purchased Asset has an equal relation to the MVNE Business and Non MVNE Business, such Purchased Asset shall constitute a Circles Purchased Asset. To the extent a Purchased Asset is desired by both Purchasers, the Purchasers will work in good faith to

determine which Purchaser shall purchase the Purchased Asset and whether, to the extent possible, a license or other accommodation may be made to allow both Purchasers to use the applicable Purchased Asset.

Section 2.2 Excluded Assets. Notwithstanding the foregoing, the following assets, properties, and rights of the Sellers are specifically excluded from the definition of Purchased Assets (collectively, such assets, properties, and rights, the “Excluded Assets”):

(a) Cash and Cash Equivalents in an amount equal to the sum of the Wind Down Amount and the Professional Fee Escrow Amount;

(b) all prepaid professional and other expenses paid solely in connection with the Bankruptcy Cases;

(c) [Reserved.]

(d) any permits that are not transferable pursuant to their terms and in accordance with applicable Laws;

(e) any Contracts that are not Assumed Contracts (the “Excluded Contracts”) and any deposits related thereto;

(f) any of the following books and records of the Sellers: corporate seals, organizational documents, corporate governance agreements, minute books, stock books, books of account or other records having to do with the corporate organization or governance of any Seller, all employee-related or employee benefit-related files or records (other than personnel files of Transferred Employees identified by the Purchasers as being included in the Purchased Assets), and any other books and records which any Seller is prohibited from disclosing or transferring to the Purchasers under applicable Law and is required by applicable Law to retain;

(g) all insurance policies of any Seller and all credits, premium refunds, rights to applicable claims and proceeds thereunder;

(h) equity securities or other ownership interest of the Sellers and any of the Sellers’ direct or indirect subsidiaries, except for the Purchased Equity Interests;

(i) any Seller’s claims for and rights to receive Tax refunds with respect to taxable periods (or portions thereof) ending on or prior to the Closing Date, and Tax Returns with respect to taxable periods (or portions thereof) ending on or prior to the Closing Date, and any notes, worksheets, files or documents relating thereto;

(j) any Seller’s bank accounts;

(k) the Sellers’ rights under this Agreement, including any agreement, certificate, instrument or other document executed and delivered between the Sellers and the Purchasers in connection with the transactions contemplated hereby, and any other agreement between the Sellers and the Purchasers entered into on or after the date hereof;



(l) any assets, rights or properties to the extent related to, or used or held for use in any other business lines of any Seller that are not the Business;

(m) the Post-petition Accrued AP;

(n) any adequate assurance deposit under Section 366 of the Bankruptcy Code;  
and

(o) claims, refunds, causes of action and rights of recovery, to the extent not related to the Business, as a result of resellers allowing fraudulent usage of any product sold or resold by the Debtors.

Section 2.3 Assumed Liabilities; Excluded Liabilities.

(a) Circles Assumed Liabilities: At the Closing, Circles shall assume and agree to perform and discharge only the following Liabilities of the Sellers to the extent not previously performed or discharged, and no others (collectively, the “Circles Assumed Liabilities”):

(i) all Liabilities of a Seller which first accrue and are to be performed from and after the Closing under the Circles Assumed Contracts;

(ii) all Liabilities and obligations relating to and arising from the possession or ownership of or interest in the Circles Purchased Assets which first accrue on or after the Closing;

(iii) the obligations relating to and arising from the possession or ownership of or interest in the Circles Purchased Equity Interests, solely to the extent set forth in the Pareteum Africa JV Agreement which first accrue on or after the Closing;

(iv) the Cure Payments solely associated with the Circles Assumed Contracts (the “Circles Cure Payments”), which Circles Cure Payments shall be determined in accordance with the Chapter 11 sale and bid procedures;

(v) all Liabilities (including wages and commissions) relating to the employment of the Transferred Employees acquired by Circles that accrue on or after the Closing and relate to periods of employment with either Circles or its Affiliates after the Closing (it being acknowledged that the Sellers shall be liable for the wages and commissions and other Liabilities relating to the employment of the Transferred Employees that accrue prior to the Closing Date or relate to periods of employment with any of the Sellers before the Closing); and

(vi) all Liabilities related to Permitted Liens on the Circles Purchased Assets.

(b) CVG Assumed Liabilities: At the Closing, CVG shall assume and agree to perform and discharge only the following Liabilities of the Sellers to the extent not previously performed or discharged, and no others (collectively, the “CVG Assumed Liabilities” and, together with the Circles Assumed Liabilities, the “Assumed Liabilities”):

(i) all Liabilities of a Seller which first accrue and are to be performed from and after the Closing under the CVG Assumed Contracts;

(ii) all Liabilities and obligations relating to and arising from the operation of the Sellers' Small and Medium Business Enterprise, Mobile Virtual Network Operation, Interactive Digital Media GmbH, and iPass Businesses or the possession or ownership of or interest in the CVG Purchased Assets after the Closing;

(iii) all Liabilities and obligations relating to and arising from the possession or ownership of or interest in the CVG Purchased Equity Interests;

(iv) all Cure Payments associated with the executory contracts and unexpired leases assumed and assigned to CVG (the "CVG Cure Payments") which CVG Cure Payments shall be determined in accordance with the Chapter 11 sale and bid procedures;

(v) all Liabilities (including wages and commissions) relating to the employment of the Transferred Employees acquired by CVG that accrue on or after the Closing and relate to periods of employment with either CVG or its Affiliates after the Closing (it being acknowledged that the Sellers shall be liable for the wages and commissions and other Liabilities relating to the employment of the Transferred Employees that accrue prior to the Closing Date or relate to periods of employment with any of the Sellers before the Closing);

(vi) the Post-petition Accrued AP related to the Sellers' Small and Medium Business Enterprise, Mobile Virtual Network Operation, Interactive Digital Media GmbH, and iPass Businesses or CVG Purchased Assets; and

(vii) all Liabilities related to Permitted Liens on the CVG Purchased Assets.

(c) Other than the Assumed Liabilities, the Purchasers shall not assume or be bound by or be obligated or responsible for, and the Sellers shall pay or otherwise satisfy, any duties, responsibilities, services, commitments, expenses, obligations or liabilities of any Seller or relating to the Business or the Purchased Assets (or which may be asserted against or imposed upon either Purchaser as a successor or transferee of any Seller or any of its Affiliates as an acquirer of the Purchased Assets as a matter of law) of any kind or nature, fixed or contingent, known or unknown, including the following (collectively, the "Excluded Liabilities"):

(i) any Liability (A) for Taxes of any Seller or Affiliate, or (B) Taxes relating to the Purchased Assets or the Business for any period ending on or prior to the Closing Date;

(ii) any Liability of any Seller or any Affiliate under any Excluded Contract or Excluded Asset;

(iii) any Liability of any Seller or any Affiliate relating to and arising from operation, possession or ownership of or interest in the Business or the Purchased Assets prior to the Closing Date, including all Liabilities for wages, commissions and benefits relating to

the employment of any employee prior to the Closing or the termination of their employment with any Seller or Affiliate;

(iv) any Liability under the WARN Act as to any current or former employee of the Sellers or any Affiliate, whether accruing before, on, or after the Closing, except any such Liabilities to any of the Transferred Employees that accrue after the Closing and arise from a covered employment loss with the Purchasers or their respective Affiliates after the Closing;

(v) any Liability of any Seller or any Affiliate (other than relating to the Purchased Equity Interests) arising out of or resulting from its compliance or noncompliance with any Law;

(vi) any Liability of any Seller or any Affiliate (other than relating to the Purchased Equity Interests) relating to any Legal Proceeding arising out of or in connection with the conduct of the Business or any other conduct of any Affiliate or any of its officers, directors, employees, consultants, agents or advisors, in each case, for the period prior to Closing (other than the Assumed Liabilities);

(vii) any Liabilities of any Seller or any Affiliate arising under or in connection with any Employee Plans of, or maintained or required to be maintained by, any Affiliate;

(viii) any Liability of any Seller or any Affiliate to pay any fees or commissions to any broker or finder in connection with the transactions contemplated by this Agreement;

(ix) Post-petition Accrued AP;

(x) any Liability of any Seller or any Affiliate (other than relating to the Purchased Equity Interests) arising from an obligation to escheat property; and

(xi) any other Liability of any Seller or any Affiliate that is not an Assumed Liability.

(d) The Purchasers shall provide Sellers with Schedules setting forth the Assumed Contracts and the Excluded Contracts at any time on or before three (3) calendar days prior to the Closing Date in order to include or exclude from the definition of Assumed Contract and include or exclude in the definition of Excluded Contract, any Contract.

(e) On or before three (3) calendar days prior to the Closing Date, the Purchasers may provide Sellers with a list of Contracts (the "Interim Contracts") for which a Purchaser, at Purchaser's sole cost and expense, desires to be maintained by Sellers for fourteen (14) calendar days after the Closing Date with the applicable Purchaser to receive the benefits of such Interim Contracts and be responsible for the obligations under such Interim Contracts from the Closing Date unless and until the Purchasers designate such Interim Contracts as Assumed Contracts or Rejected Contracts, at which time Sellers, at Purchaser's sole cost and expense, shall use their reasonable best efforts to effectuate such determination.

(f) The Assumed Contracts of the Debtors shall be assumed by the applicable Debtor and assigned to the applicable Purchaser in accordance with the requirements of Section 365 of the Bankruptcy Code and the Sale Order.

(g) To the extent that any Assumed Contract is not an executory contract or unexpired lease or cannot be assumed and assigned pursuant to Section 365 of the Bankruptcy Code, the Sellers shall seek to transfer the benefits of such Assumed Contract through the sale and/or assignment of such Assumed Contract to the applicable Purchaser in accordance with Section 2.4 hereof.

#### Section 2.4 Required Consents.

(a) Notwithstanding anything to the contrary contained herein, to the extent that the sale, conveyance, transfer, assignment or delivery or attempted sale, conveyance, transfer, assignment or delivery to the Purchaser of any Purchased Asset (including pursuant to Sections 363 and 365 of the Bankruptcy Code if applicable) (i) is prohibited by any applicable Law or (ii) would require the consent of any third party or any Governmental Authority and such consent cannot be effectively overridden or canceled by the Sale Order or other related order of the Bankruptcy Court (all such required consents of third parties which are necessary for the consummation of the transactions contemplated hereby, the “Required Consents”) and shall otherwise not have been obtained prior to Closing, this Agreement shall not constitute a sale, conveyance, transfer, assignment or delivery, or an attempted sale, conveyance, transfer, assignment or delivery of such Purchased Asset and the provisions set forth below in Section 2.4(b) shall govern.

(b) During the period from the date hereof through the Closing Date, the Sellers shall, and shall cause its Affiliates to, use their reasonable best efforts to obtain promptly (and before Closing) the consents and Required Consents with respect to the contracts set forth on Schedule 2.4(b).

(c) If, at any time after entry of the Sale Order by the Bankruptcy Court and for a period of up to ninety (90) days following the Closing Date, (i) the Purchasers identify any asset relating to the Business that it believes is material or necessary to the Business and the post-closing operations of such Purchaser that is not a Purchased Asset pursuant to Section 2.1, and (ii) such asset is still owned by a Seller, then such asset shall be deemed to be a Purchased Asset for all purposes of this Agreement, and the Sellers shall use, and shall cause each of their Affiliates to use, reasonable best efforts to convey such asset to the Purchasers. For the avoidance of doubt, to the extent any contract is deemed to be a Purchased Asset pursuant to this Section 2.4(c), such Contract shall be deemed to be an Assumed Contract for all purposes of this Agreement.

Section 2.5 Accounts Receivable. If, at any time after the Closing, (a) any Seller receives any payments with respect to the Accounts Receivable, such Seller shall pay all such amounts to the applicable Purchaser, or (b) any Seller receives any payments from any third-party relating to or arising from the Purchasers’ ownership of the Purchased Assets or operation of the Business after the Closing, including any payments with respect to the Purchasers Accounts Receivable, the Sellers shall pay all such amounts to the applicable Purchaser, in each case within ten (10) Business Days of receipt thereof. If, at any time after the Closing any Purchaser receives

any payments from any third-party relating to or arising from an Excluded Asset, such Purchaser shall pay all such amounts to the applicable Seller in each case within ten (10) Business Days of receipt thereof.

Section 2.6 Delivery of Assets. Sellers shall deliver, or cause to be delivered, the Purchased Assets as set forth in Section 2.1 to the applicable Purchaser or any Affiliate of such Purchaser designated in writing by such Purchaser at the Closing using such delivery method as Purchaser may reasonably request prior to the Closing, including by way of electronic delivery. Any source code, software, or other intangible assets in electronic form that are included within the Purchased Assets shall be delivered by way of electronic delivery upload from computer storage devices owned by Sellers directly to computer storage devices owned by the Purchasers or by such other method as may be reasonably requested by the Purchasers.

Section 2.7 Disposition of Excluded Assets. Sellers shall be solely responsible for the disposition, disposal or maintenance of Excluded Assets.

### **ARTICLE III PURCHASE PRICE; ALLOCATION**

Section 3.1 Purchase Price. In exchange for the sale, assignment, transfer, conveyance and delivery of the Purchased Assets, the Purchasers shall, as applicable:

(a) assume the Assumed Liabilities, including assumption of the Circles Cure Payments and CVG Cure Payments, which shall be paid in accordance with this Section 3.1; and

(b) pay, as a credit bid of outstanding debt allocated among the Parties, the total purchase price of Sixty Million Eight Thousand One Hundred Sixty-Seven U.S. Dollars (\$60,008,167) (the "Purchase Price") as follows:

(i) the aggregate amount of outstanding indebtedness of the Bridge Loan, First Lien Notes, Second Lien Notes and all other pre-petition indebtedness of the Sellers held by the Purchasers or their Affiliates and all other holders of such pre-petition indebtedness under common agreement with the Purchasers; *plus*

(ii) the aggregate amount of outstanding indebtedness of the DIP Loan and all other post-petition indebtedness of the Seller held by the Purchasers and all other holders of such post-petition indebtedness under common agreement with the Purchasers; *plus*

(iii) the aggregate amount of any debt secured by any of the Purchased Assets of the Sellers that is held by the Purchasers and all other holders of such indebtedness under common agreement with the Purchasers.

At least five (5) Business Days prior to the Closing, the Sellers shall certify to the Purchasers in writing all required Cure Payments with respect to the Assumed Contracts. Such Cure Payments shall be made directly by the applicable Purchaser to the Assumed Contract counterparty and shall be included in the amount of the Purchase Price.

Section 3.2 Deposit. [Reserved].

**Section 3.3 Purchase Price Allocation.** The parties agree to allocate for Tax purposes (and, as applicable, to cause their respective Affiliates to allocate for Tax purposes) the Purchase Price and any other amounts treated as additional consideration for Tax purposes among the Purchased Assets in accordance with the following procedures and, to the extent applicable, in accordance with Section 1060 of the Code, and the Treasury Regulations promulgated thereunder. Within ninety (90) days after the Closing Date, the Purchasers shall jointly deliver to the Sellers (or such other Person as the parties may agree) a proposed allocation of the Purchase Price and any other amounts treated as additional consideration for Tax purposes as of the Closing Date (the “Purchasers’ Allocation”). No later than thirty (30) days following the delivery of the Purchasers’ Allocation, the Sellers may deliver to the Purchasers a statement setting forth in reasonable detail any objections thereto, the basis for such objections, and the Sellers’ proposed allocation (“Sellers’ Allocation Notice”). If Seller timely delivers to the Purchasers a Sellers’ Allocation Notice, the Sellers and the Purchasers shall, during the twenty (20) days following such delivery, use commercially reasonable efforts to reach agreement on the disputed items or amounts. The Purchasers’ Allocation, if no Sellers’ Allocation Notice is timely delivered, or as adjusted pursuant to any agreement between the Sellers and the Purchasers during the twenty (20) day period following the timely delivery of Sellers’ Allocation Notice (the “Allocation”), shall be final and binding on the parties; provided, that if the Sellers’ Allocation Notice is timely delivered and the Sellers and the Purchasers are unable to reach agreement within such twenty (20) day period, they shall not be required to reach agreement, and each party shall file its respective Tax Returns in accordance with such allocation as it determines to be correct and consistent with applicable Law. If an Allocation is determined pursuant to the foregoing provisions of this Section 3.2, each of the parties (a) shall (and shall cause its Affiliates to) prepare and file all Tax Returns (and Internal Revenue Service Forms 8594) in a manner consistent with the Allocation and (b) shall not (and shall cause its Affiliates not to) take any position on any Tax Return or in connection with any Tax proceeding inconsistent with the Allocation, in each case, except to the extent otherwise required by a “determination” within the meaning of Section 1313(a) of the Code (or any analogous provision of applicable state, local or non-U.S. Law).

#### **ARTICLE IV INSTRUMENTS OF TRANSFER AND ASSUMPTION**

**Section 4.1 Transfer Documents.** At the Closing, the Sellers shall deliver to the Purchasers (a) one or more Bills of Sale in form and substance attached hereto as Annex II (the “Bills of Sale”), (b) an assignment with respect to the Purchased Equity Interests in form and substance reasonably acceptable to the parties and (c) all such other good and sufficient instruments of sale, transfer and conveyance consistent with the terms and provisions of this Agreement, including an assignment of the Intellectual Property Assets of the MVNE Business or the Non-MVNE Business, as the case may be, in form and substance attached hereto as Annex IV (the “Intellectual Property Assignment Agreement”) and any other assignments as shall be reasonably necessary to vest in the Purchasers all of the Sellers’ right and title to, and interest in, the Purchased Assets.

**Section 4.2 Assignment and Assumption Documents.** At the Closing, the Purchasers and the Sellers, as applicable, shall execute and deliver one or more Assignment and Assumption Agreements in form and substance attached hereto as Annex V (the “Assumption Agreements”) in order to effect the assignment and assumption of the Assumed Liabilities.

## **ARTICLE V CLOSING**

Section 5.1 Closing Date. Subject to the terms and conditions hereof, the closing of the transactions contemplated by this Agreement (the “Closing”) shall take place via email or videoconference, at the offices of King & Spalding LLP, 1180 Peachtree Street, NE, Suite 1600, Atlanta, Georgia 30309, or at such other location as may be mutually agreed upon among the parties hereto on the earliest practicable business day after the date on which all conditions to Closing set forth in Articles IX and X have been satisfied (or waived) or such later date as the parties mutually agree in writing (the “Closing Date”). The Closing shall be effective as of 12:01 a.m. Eastern Time on the Closing Date.

## **ARTICLE VI SELLERS’ REPRESENTATIONS AND WARRANTIES**

Each Seller represents and warrants to each Purchaser that the statements contained in this Article VI are true and correct as of the date of this Agreement, subject to the disclosures and exceptions set forth in the Disclosure Schedules attached hereto:

Section 6.1 Organization, Qualification and Corporate Power. Each Seller is a company duly organized and validly existing under the Laws of the state or country of its formation. Each Seller has all necessary power and authority to own and operate its properties and to carry on its business as it is now being conducted. Subject to entry of the Sale Order, each Seller has the corporate power and corporate authority to execute and deliver and perform its obligations under this Agreement and the other Transaction Documents, and to undertake the transactions contemplated hereby and thereby. As used herein, the term “Transaction Documents” means this Agreement and all other agreements, documents, exhibits, annexes, and instruments executed in connection herewith or required to be executed and/or delivered by a Seller in accordance with the provisions of this Agreement.

Section 6.2 Authorization, Execution and Delivery of Agreement and Transaction Documents. Subject to the entry of the Sale Order, the execution, delivery and performance of this Agreement and the other Transaction Documents by each Seller and the transfer or assignment of the Purchased Assets to the Purchasers, as set forth in Section 2.1, have been duly and validly authorized and approved by all necessary corporate action of each Seller. Subject to the entry of the Sale Order and receipt of the Required Consents, each Seller has full power, right and authority to sell and convey to the Purchasers the Purchased Assets owned by such Seller.

Section 6.3 Title to Assets; Sufficiency of Assets. Each Seller has title to, or a valid leasehold interest in, all of the properties and assets included in the Circles Purchased Assets and in the CVG Purchased Assets that it is conveying pursuant hereto. Subject to entry of the Sale Order and upon the consummation of the transactions contemplated hereby and by the Transaction Documents, the Purchasers shall acquire title to all of the Purchased Assets, as set forth in Section 2.1, free and clear of all Liens other than Permitted Liens. Except for the Excluded Assets set forth in Section 2.2(a) and Section 2.2(f), the Purchased Assets (taken as a whole) are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted as of the date hereof (subject to any Excluded Contracts that the Purchasers elect not to acquire as

provided in Section 2.3(d)); *provided that* the Circles Purchased Assets are sufficient for the continued conduct and operations of the MVNE Business after the Closing in substantially the same manner as conducted as of the date hereof; *provided, further* notwithstanding the foregoing, the foregoing representation regarding the Circles Purchase Assets does not take into account any transition services agreement, shared services agreement, or similar agreement that may exist between Circles and CVG. The Purchased Assets constitute all of the material rights, property and assets necessary to conduct the Business as conducted as of the date hereof (subject to any Excluded Contracts that the Purchasers elect not to acquire as provided in Section 2.3(d)). Except for the Excluded Assets set forth in Section 2.2(a), Section 2.2(e) and Section 2.2(f), none of the Excluded Assets are material to or necessary for the conduct of the Business. The Purchased Assets include all material books and records owned, primarily used or primarily held for use by any Seller with respect to the Business. No Affiliate of any Seller that is not a Seller under this Agreement has any right, title or interest in, to or under any properties, assets and rights primarily used in, or primarily held for use in, the Business, other than immaterial assets, and no Seller or Affiliate of any Seller has any claim against the Business or any Seller in respect of the Business.

Section 6.4 Legal Proceedings. Except for the Bankruptcy Case and as set forth on Schedule 6.4, there is no Legal Proceeding pending or, to the Knowledge of the Sellers, threatened in writing against any Seller, the Business or the Purchased Assets (or to the Knowledge of the Sellers, pending or threatened, against any of the officers, directors or employees of any Seller with respect to their business activities related to the Purchased Assets or the Business) (a) that as of the date hereof challenges or that as of the date hereof is reasonably expected to have the effect of preventing, making illegal, delaying or otherwise interfering with any of the transactions contemplated by this Agreement; or (b) that as of the date hereof would have a Material Adverse Effect on the portion of the Purchased Assets or the Business that is attributed to the Borrower Sellers, if successfully prosecuted.

Section 6.5 Real Property. No Seller owns any real property. Schedule 6.5 sets forth the street addresses of all real property primarily used or primarily held for use in the Business which any Seller leases, operates, occupies or subleases in connection with the Business or upon which any tangible Purchased Assets are located and certain of the instruments, easements, leases, subleases, options and other material agreements (including all amendments thereto) creating any interest or right in any Seller or any other party in any of the real property specifying the name of the lessor or sublessor (as applicable) (collectively, the “Real Property Leases”).

Section 6.6 No Violation of Laws or Agreements. Subject to the entry of the Sale Order and receipt of the Required Consents, the execution and delivery by the Sellers of this Agreement and the Transaction Documents contemplated hereby, the performance by any Seller or any other Seller of obligations hereunder and thereunder and the consummation by any Seller of the transactions contemplated herein and therein shall not violate, (a) any Laws or any judgment, decree, order, regulation or rule of any court or Governmental Authority to which any Seller is subject; (b) result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or give to any Person any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Lien on any of the Purchased Assets, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument to which any Seller is a party and which relates to any of the Purchased Assets; or (c) contravene, conflict with or result in a violation of any provision



of any organizational documents of any Seller, except in the cases of clauses (a) and (b) for such violations which are not material to the Business.

Section 6.7 Employee Benefits. Schedule 6.7 sets forth all material Employee Plans covering employees, directors or consultants or former employees, directors or consultants in, or related to, the Business or any of the Sellers (other than Employee Plans that constitute Employment Contracts). The Sellers have made available to the Purchasers a summary description of all Employee Plans which are not in writing.

Section 6.8 Labor Matters. Except as set forth on Schedule 6.8, no Seller (a) is or during the past three years has been, a party to or bound by any collective bargaining or similar agreement with any labor organization, trade union, works council or other organization or body involving any of its Business Employee or Business Employee representatives; is otherwise required (under any Law, under any Contract or otherwise) to provide payment, benefits or working conditions under any of the foregoing; and has ever had any employees that are represented by any labor organization, trade union, works council or other similar organization or body; (b) is or during the past three years has been a member of any employers' association or organization and has ever paid and is required to pay and has ever been requested to pay any payment (including professional organizational handling charges) to any employers' association or organization; and (c) has knowledge of any existing or past organizing activities among the Business Employees of any Seller or Affiliate. No Seller has ever been engaged in any unfair labor practice of any nature. Other than their salaries and other compensation as set forth in the Employee Census, the Business Employees are not entitled to any material payment or benefit that should be reclassified as part of their determining salary for any purpose. All current and former Contractors of the Business are and have been rightly classified as independent contractors and are not entitled to any employment benefits which would be material to the Sellers.

Section 6.9 Brokers. Except for those persons set forth on Schedule 6.9, to whom the Sellers shall be solely responsible for any fees or commissions owing, no Seller has engaged any agent, broker or other Person acting pursuant to the express or implied authority of any Seller which is or may be entitled to a commission or broker's or finder's fee in connection with the transactions contemplated by this Agreement or otherwise with respect to the sale of the Purchased Assets.

Section 6.10 Permits. Each Seller is and at all times during the last two (2) years has been in compliance in all material respects with all permits applicable to it, or applicable to the conduct and operations of the Business, or relating to or affecting the Purchased Assets. No Seller has received any written notice during the last two (2) years from any Governmental Authority specifically alleging (a) any actual, alleged, possible or potential material violation of, or failure to comply with, any such permits or (b) any actual, alleged, possible or potential revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any permit. Schedule 6.10 sets forth an accurate and complete list of all of the permits material or necessary to the operation of the MVNE Business.

Section 6.11 Taxes; Tax Returns. Except as set forth on Schedule 6.11, Sellers have filed or caused to be filed on a timely basis all material Tax Returns with respect to Taxes that are or were required to be filed pursuant to applicable Laws by each Seller or with respect to the Assets

or the Business. All such Tax Returns are true, correct and complete in all material respects. Seller has timely paid all material Taxes related to the Assets or the Business (whether or not shown on any Tax Return). No Seller currently is the beneficiary of any extension of time within which to file any Tax Return related to the Business or Assets. Except as set forth on Schedule 6.11, no Seller has received any outstanding notice of audit, and is not undergoing any audit, of Tax Returns relating to the Business and has never received any written notice of deficiency or assessment from any taxing authority with respect to liability for any material amount of Taxes relating to the Business which has not been fully paid or finally settled. Except as set forth on Schedule 6.11, each Seller has complied in all material respects with all applicable Laws, rules and regulations relating to the payment and withholding of Taxes and has withheld all material amounts required by law to be withheld from the wages or salaries of employees and independent contractors of the Business and is not liable for any material Taxes with respect to the employees and independent contractors of the Business for failure to comply with such laws, rules and regulations.

Section 6.12 Compliance with Laws.

(a) Each Seller and the conduct of the Business are and at all times during the last two (2) years have been in compliance in all material respects with all Laws applicable to them or to the conduct and operations of the Business or relating to the Purchased Assets. Except as set forth on Schedule 6.12, no Seller has received any written notice during the last two (2) years to the effect that, or otherwise been advised of, and to the Knowledge of the Sellers there has not occurred with respect to the Purchased Assets or the Business, (a) any actual, alleged, possible or potential violation of, or failure to comply with, in all material respects, any such Laws, or (b) any actual, alleged, possible or potential obligation on the part of any Seller to undertake, or to bear all or any portion of the cost of, any material remedial action of any nature.

(b) Each Seller and the conduct of the Business is, and at all times has been, in compliance with applicable Laws of the United States and other jurisdictions in which the Sellers operate or to which any Seller is subject with respect to import and export control and economic sanctions, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, and the U.S. Department of the Treasury Office of Foreign Asset Control (“OFAC”) economic sanctions regulations. No Seller has at any time been counterparty to any commercial agreement with any Person who is the target of, or listed as a designated person in respect of, any economic sanction administered by OFAC or the U.S. Department of Commerce or has engaged, directly or indirectly, in any business with or related to any country or territory that is the subject of any comprehensive economic or financial sanctions or trade embargoes administered or enforced by OFAC (currently Russia, Crimea, Cuba, Iran, Sudan, Syria, and North Korea).

(c) No Business nor any of its representatives acting on its behalf has at any time (i) taken any action, directly or indirectly, in violation (or that may result in any violation) of Anti-Bribery Laws, including corruptly making, offering, authorizing or promising any payment, contribution, gift, business courtesy, bribe, rebate, kickback or any other thing of value, regardless of form or amount, to any Person to induce the recipient to act improperly, to obtain a competitive advantage for any party or to receive favorable treatment in obtaining or retaining business or (ii) corruptly or improperly accepted, received or solicited anything of value in connection with the Business. Each Seller conducts, and has at all times conducted, its business in compliance with

Anti-Bribery Laws and none of any Seller's principals, directors, officers, employees, or other agents is an official, agent, employee, or representative of any national, provincial, or local government, wholly or partially government-owned or government-controlled entity, political party, political candidate, or public international organization.

Section 6.13 Material Contracts. Each Material Contract is and, as of the Closing will be, valid and in full force and effect, and is and, as of the Closing will be, enforceable by Sellers in accordance with its terms except to the extent such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors. Sellers have not waived any of their material rights, defenses, setoffs or rights of recoupment under any Material Contract. No Seller, Affiliate or, to the Knowledge of the Sellers, any other party thereto, is in material breach of, or material default under, any Material Contract except for any material breach of or default under, any Material Contract that (a) would be remedied solely by the payment of Cure Payments and/or (b) arises directly and solely from the filing of the Bankruptcy Case.

(a) Key MVNE Customer Contracts. To the Knowledge of Sellers, each Key MVNE Customer Contract is, and as of the Closing will be, valid and in full force and effect, and is, and as of the Closing will be, enforceable by Sellers in accordance with its terms. Sellers have not waived any of their material rights, defenses, setoffs or rights of recoupment under any Key MVNE Customer Contract.

(b) Required Consents. Schedule 6.13(b) sets forth an accurate and complete list of all Required Consents and, to the Knowledge of Sellers, no other consents or approvals are necessary for the acquisition of the Purchased Assets or the assignment of the Assumed Contracts, after giving effect to the Sale Order.

Section 6.14 Intellectual Property.

(a) The Sellers exclusively own all of the Intellectual Property Assets, free and clear of all Liens (other than Permitted Liens). The Intellectual Property Assets being conveyed to Circles relating to the MVNE Business are sufficient for the continued conduct and operations of the MVNE Business after the Closing in substantially the same manner as conducted as of the date hereof; *provided, however*, that notwithstanding the foregoing, the foregoing representation regarding the Intellectual Property Assets being conveyed to Circles relating to the MVNE Business does not take into account any transition services agreement, shared services agreement, or similar agreement that may exist between Circles and CVG.

(b) Intentionally Deleted

(c) Intentionally Deleted

(d) Schedule 6.14(d) sets forth an accurate and complete list in all material respects of all of the Intellectual Property that is an Intellectual Property Asset subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including without limitation, any and all registered trademarks, registered copyrights, issued and reissued patents and pending applications for any of the foregoing (the "IP Registrations").

(e) Excluding the Non-Material IP Registrations, all IP Registrations (i) are subsisting and, to the Knowledge of the Sellers, valid and enforceable; (ii) have not (to the extent applicable) expired, been cancelled or abandoned; and (iii) are not subject to any order, judgment, injunction, decree, ruling or agreement that would materially affect the enforceability of, use of or rights to, such Intellectual Property. The Seller takes commercially reasonable steps to protect and preserve the confidentiality, secrecy, and value of all material trade secrets that are an Intellectual Property Asset. Excluding Non-Material IP Registrations, all filings and fees related to the IP Registrations that are required to maintain such IP registrations have been paid by the date of this Agreement and have been timely filed with and paid to the relevant Governmental Authority and authorized registrars.

(f) The operation of the Business and the Intellectual Property Assets (i) do not conflict with, infringe, violate, or interfere with or misappropriate any right, title or interest of any Person and (ii) do not constitute unfair competition or unfair trade practices under any Laws. There is no pending or, to the Knowledge of the Sellers, threatened claim that any of the Intellectual Property Assets are invalid or which contests the ownership or right of any Seller to use or exploit any of the Intellectual Property Assets, and, to the Knowledge of the Sellers, there is no reasonable basis for any claim contesting the validity, ownership or right of any Seller to use or exploit any of the Intellectual Property Assets.

(g) To the Knowledge of the Sellers, there is no unauthorized use, unauthorized disclosure, infringement, violation, or misappropriation in any material respect of any Intellectual Property Assets. No Seller has received any written notice within the last three years (whether written or oral) that any Person is infringing, violating, or misappropriating any Intellectual Property Assets otherwise making any unauthorized use or disclosure of any Intellectual Property Assets. To the Knowledge of the Sellers, no such infringement, violation, misappropriation, use, or disclosure is occurring or has occurred.

(h) Each current or former director, officer, employee, consultant, and contractor who has been materially involved in, or who contributed to, the creation or development of any of the Intellectual Property Assets (each, an “IP Contributor”) in sufficient degree as to otherwise derive a right, title or interest in such Intellectual Property, such IP Contributor has executed and delivered to the applicable Seller a valid and enforceable assignment in the form provided to the Purchasers of all rights, title, and interests that such Person may have, may have had, or may hereafter acquire in or to such Intellectual Property and a valid and enforceable waiver of any and all rights (including moral rights) that such Person may have.

(i) Each Seller (a) has taken commercially reasonable steps to maintain the confidentiality of its confidential and proprietary trade secrets and confidential information that are Intellectual Property Assets, (b) taken all appropriate steps to not disclose confidential, proprietary Business information, or know-how to any Person other than an officer, director, employee, or consultant of that Seller and under a nondisclosure agreement, and (c) taken commercially reasonable steps to have not deposited, disclosed, or delivered to any Person, or agreed to or permitted the deposit, disclosure, or delivery to any Person of, any Business software source code. To the Knowledge of the Sellers, no event has occurred, and no circumstances or conditions exist, that with or without notice or lapse of time or both, shall, or could reasonably be

expected to, result in the disclosure or delivery to any Person of any software source code used in the Business.

(j) Each Seller has taken commercially reasonable measures to protect and maintain the confidential nature of, and prevent unauthorized access to, Personal Information contained in any computer or data storage system hosted or maintained by or on behalf of any Seller that constitutes a Purchased Asset. No Seller sells, rents, or otherwise makes available to third parties any Personal Information submitted by individuals that constitutes a Purchased Asset. No claims have been asserted or threatened in writing with respect to any Seller's receipt, collection, use, storage, processing, disclosure, or disposal of Personal Information that constitutes a Purchased Asset. "Personal Information" means data that relates to and identifies an identified or identifiable individual, including name, address, telephone number, electronic mail address, unique government-issued identifier, bank account number, credit card number, or any other data that may be used to identify an individual.

(k) Each Seller has implemented and maintained, consistent with customary industry practices and its obligations to third parties, security and other measures adequate to protect computers, networks, software, and systems used by the Sellers to store, process, or transmit Personal Information from loss, theft, unauthorized access, use, disclosure, or modification, in each case, that constitute Purchased Assets. No violation by any Seller of any data security policy in relation to any Personal Information owned or controlled by such Seller that constitutes a Purchased Asset has occurred or is threatened in writing, and to the Knowledge of the Sellers, excluding the security incidents as set forth in Schedule 6.14(k), there has been no breach or security incident involving Personal Information owned or controlled by the Sellers or any unauthorized or illegal processing by a third party of any such Personal Information.

(l) No funding, facilities, resources or personnel of any Governmental Authority, university, college, military, other educational institution or research center (each, an "R&D Sponsor") were used, directly or indirectly, by any Seller, in the development or creation of any Intellectual Property Asset. None of the Sellers has received a written claim of ownership interest by an R&D Sponsor in any Intellectual Property Asset. To the Knowledge of the Sellers, no R&D Sponsor has any claim of right to, ownership of or other lien on any Intellectual Property Asset. No Seller has received any written notice from any Governmental Authority claiming any rights in any Intellectual Property Asset.

(m) The Business's products do not involve the use or development of, or engagement in, encryption technology, or other technology whose development, commercialization or export is restricted or otherwise requires a license under Law.

(n) Except pursuant to the IP Agreements, there are no royalties, fees, honoraria or other payments payable to any Person by reason of the ownership, development, modification, use, license, sublicense, sale, distribution or other disposition of the Intellectual Property Assets.

Section 6.15 Cybersecurity. The information technology and equipment, computers, systems, networks, hardware, software, websites, applications, and databases owned or controlled by the Sellers that constitute Purchased Assets (collectively, "IT Systems") are adequate for, and operate and perform in all material respects as required in connection with the operation of the

Business as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Sellers have implemented and maintained commercially reasonable physical, technical and administrative controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data, including Personal Information used in connection with the Business. To the Knowledge of the Sellers, there have been no material breaches, violations, outages or unauthorized uses of or accesses of the IT System, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same. The Sellers are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Information and to the protection of such IT Systems and Personal Information from unauthorized use, access, misappropriation or modification.

Section 6.16 Financial Statements. Except as set forth on Schedule 6.16, the Sellers have delivered or made available to the Purchasers or their respective representatives true, correct and complete copies of each of the reports, schedules, forms, proxy statements, statements and other documents required to be filed with the SEC (the “SEC Documents”) that exist and are not available on the EDGAR system;

(a) as of their respective dates, the financial statements of the Sellers that have been filed with the SEC (including, without limitation, any notes or any letter of the independent accountants of the Company with respect thereto) included in the SEC Documents (the “Financial Statements”) complied in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto as in effect as of the time of filing, and such financial statements have been prepared in accordance with generally accepted accounting principles (“GAAP”), consistently applied, during the periods involved (except (x) as may be otherwise indicated in such financial statements or the notes thereto, or (y) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Sellers as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments which will not be material, either individually or in the aggregate)

(b) the Sellers are not currently contemplating to amend or restate any of the Financial Statements, nor are the Sellers currently aware of facts or circumstances which would require the Sellers to amend or restate any of the Financial Statements, in each case, in order for any of the Financials Statements to be in material compliance with GAAP and the rules and regulations of the SEC; and

(c) the Sellers have not been informed by its independent accountants that they recommend that the Sellers amend or restate any of the Financial Statements or that there is any need for the Sellers to amend or restate any of the Financial Statements.

Section 6.17 Absence of Certain Changes. Since the date of the Sellers' most recent audited financial statements contained in a Form 10-K, except as specifically set forth on Schedule 6.17 or in a subsequent SEC Document filed prior to the date hereof:

(a) neither the Sellers nor any of their Affiliates have (i) declared or paid any dividends to any Person other than a Seller or an Affiliate, (ii) sold any assets, individually or in the aggregate, in excess of \$250,000, or (iii) made any capital expenditures, individually or in the aggregate, in excess of \$250,000; and

(b) neither the Sellers nor any of their Affiliates have made any revaluation of any of their respective assets, including, without limitation, writing down the value of capitalized inventory or writing off notes or accounts receivable or any sale of assets other than in the ordinary course of business.

## **ARTICLE VII PURCHASERS' REPRESENTATIONS AND WARRANTIES**

Each of the Purchasers represents and warrants to the Sellers that the statements contained in this Article VII are true, correct and complete as of the date of this Agreement.

Section 7.1 Organization; Qualification and Corporate Power. Each Purchaser is a corporation duly organized, validly existing and in good standing, in the case of Circles, under the Laws of the country of Singapore and in the case of CVG, under the Laws of the state of Delaware. Each Purchaser has all necessary power and authority to (a) own and operate its properties and carry on its business as it is now being conducted, (b) perform its obligations under this Agreement and the other Transaction Documents, and to undertake and carry out the transactions contemplated hereby and thereby, and (c) own the Purchased Assets.

Section 7.2 Authorization, Execution and Delivery of Agreement and Transaction Documents. All necessary consents and approvals have been obtained by each Purchaser for the execution and delivery of this Agreement and the Transaction Documents. The execution, delivery and performance of this Agreement and the other Transaction Documents in accordance with their terms by each Purchaser have been duly and validly authorized and approved by all necessary corporate action. Each Purchaser has full power, right and authority to acquire the Purchased Assets, as set forth in Section 2.1. This Agreement is, and each of the other Transaction Documents when so executed and delivered, shall be, a valid and binding obligation of such Purchaser, enforceable against it in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors.

Section 7.3 Brokers. Neither Purchaser has engaged any agent, broker or other Person acting pursuant to the express or implied authority of such Purchaser which is or may be entitled to a commission or broker's or finder's fee in connection with the transactions contemplated by this Agreement or otherwise with respect to the sale of the Purchased Assets.

Section 7.4 No Violation of Laws or Agreements. The performance by each Purchaser of its obligations contemplated hereunder and the consummation by each Purchaser of the transactions contemplated herein shall not violate, (a) any Laws or any judgment, decree, order, regulation or rule of any court or Governmental Authority to which such Purchaser is subject; or

(b) contravene, conflict with or result in a violation of any provision of any organizational documents of such Purchaser, except in the case of clause (a) for such violations which are not material to such Purchaser.

Section 7.5 Legal Proceedings. There is no Legal Proceeding pending or, to the knowledge of either Purchaser, threatened in writing against either Purchaser or any of the officers, directors or employees of either Purchaser that as of the date hereof challenges or that as of the date hereof is reasonably expected to have the effect of preventing, making illegal, delaying or otherwise interfering with any of the transactions contemplated by this Agreement.

Section 7.6 Adequate Assurances Regarding CVG Cure Payment and Circles Cure Payment. As of and after the Closing, CVG has sufficient funds available to deliver the CVG Cure Payments and shall be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts, as applicable. As of and after the Closing, Circles has sufficient funds available to deliver the Circles Cure Payments and shall be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts, as applicable.

Section 7.7 Purchasers Experience; Non-Reliance. Each Purchaser agrees to accept the Purchased Assets, as set forth in Section 2.1, and the Assumed Liabilities, as set forth in Section 2.3, in the condition they are in at the Closing without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to the Sellers, except as expressly set forth in this Agreement.

## **ARTICLE VIII SELLERS' AND PURCHASERS' COVENANTS AND AGREEMENTS**

Section 8.1 Conduct of Business. Except as otherwise expressly contemplated by this Agreement or with the prior joint written consent of the Purchasers or except as described on Schedule 8.1, from the date hereof until the Closing Date, each Seller shall use, and shall cause each of its Affiliates to use reasonable best efforts to (i) preserve the Purchased Assets and (ii) operate the Business in the Ordinary Course of Business. Without limiting the generality of the foregoing, each Seller shall, and shall cause each of its Affiliates to, other than in the Ordinary Course of Business, as required by law or with the Purchasers' joint written consent, refrain from doing any of the following in respect of the Purchased Assets: (a) disposing of or transferring any Purchased Asset and Business Employees, (b) transferring any tangible Purchased Asset to any other location to the extent that such other location is not otherwise part of the Purchased Assets, or (c) except as otherwise provided or required in this Agreement, terminating, amending or modifying the material terms of any of the Assumed Contracts.

Section 8.2 Mutual Covenants. The parties hereto mutually covenant (subject to the other terms of this Agreement):

(a) from the date of this Agreement to the Closing Date, to cooperate with each other in determining whether filings or notifications are required to be made or consents (including any Required Consents) are required to be obtained in any jurisdiction in connection with the consummation of the transactions contemplated by this Agreement which consents shall not, in



any event, include any consent the need for which is obviated by the Sale Order or otherwise by the provisions of the Bankruptcy Code; *provided, however*, that Sellers shall make or cause to be made any such filings as reasonably required or requested to timely obtain the Required Consents; *provided, further however* that each party hereto shall furnish to the other and to the other's counsel all such information as may be reasonably required in order to effectuate the foregoing action; and

(b) from the date of this Agreement to the Closing Date, to advise the other party promptly if such party determines that any condition precedent to its obligations hereunder shall not be satisfied in a timely manner.

Section 8.3 Access to Information. Prior to and through the date on which the Closing occurs or this Agreement is terminated, the Purchasers shall be permitted to discuss the Purchasers' entering into this Agreement and its intent to acquire the Purchased Assets subject to the approval of the Bankruptcy Court, if applicable, with current customers, vendors and other key stakeholders of the Business and the Sellers shall, and shall cause each of its Affiliates to, cooperate with the Purchasers and shall give the Purchasers and its representatives (including the Purchasers' accountants, consultants, counsel and employees), upon reasonable notice and during normal business hours, full access to all properties, Contracts, customers, vendors, leases, equipment, employees, affairs, books, documents, records and other information of the Sellers to the extent relating to the Business, the Purchased Assets, Assumed Liabilities, and any other aspect of this Agreement and shall cause their respective officers, employees, agents and representatives to furnish to the Purchasers all available documents, records and other information (and copies thereof), to the extent relating to the Purchased Assets, Assumed Liabilities, and any other aspect of this Agreement, in each case, as the Purchasers may reasonably request. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require any Seller to disclose information subject to attorney-client privilege.

Section 8.4 Public Announcement. No party hereto shall make or issue, or cause to be made or issued, any public announcement or written statement concerning this Agreement or the transactions contemplated hereby without making reasonable and good faith efforts to consult with and seek input from the other parties hereto prior to release about the content of any such announcement or statement or unless counsel to such party advises that such announcement or statement is required by law (such as an obligation to disclose under federal securities laws of the United States) (in which case the parties hereto shall make reasonable efforts to consult with each other prior to such required announcement).

Section 8.5 Preservation of Records. From and after the Closing Date, upon request of at least two (2) Business Days, by any Seller, the Purchasers shall permit the Sellers and their representatives to have reasonable access during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of the Purchasers, to all premises, properties, personnel, books and records, contracts, and documents of or related to the Purchased Assets or the Assumed Liabilities for the purposes of (a) preparing any Tax Returns or (b) complying with the requirements of, or responding to inquiries by, any Governmental Authority; provided, however, that, for the avoidance of doubt, the foregoing shall not require the Purchasers to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege or conflict with any confidentiality obligations to which the Purchasers are bound, or (ii) such action could reasonably be expected to result in violation of applicable Law or court order.

The Purchasers agree to maintain the files or records which are contemplated by the first sentence of this Section 8.5 for six (6) years following the Closing Date.

Section 8.6 Taxes.

(a) Subject to Section 8.6(b) and (f) (which shall govern any transfer Taxes), the Sellers shall be responsible for and pay or discharge all Taxes of the Sellers and their Affiliates, and all Taxes in connection with, relating to or arising out of the Business, the Excluded Assets, the Excluded Liabilities or the ownership of the Purchased Assets, or the Assumed Liabilities attributable to taxable periods, or portions thereof, ending on or before the Closing Date, which Taxes shall be an Excluded Liability.

(b) For purposes of this Agreement, with respect to any Purchased Asset, the Sellers and the Purchasers shall apportion the liability for real and personal property Taxes, ad valorem Taxes, and similar Taxes ("Periodic Taxes") for Straddle Periods applicable to such Purchased Asset in accordance with this Section 8.6(b). The Periodic Taxes described in this Section 8.6(b) shall be apportioned between the Sellers and the Purchasers as of the Closing Date, with the Purchasers liable for that portion of the Periodic Taxes for a Straddle Period equal to the Periodic Taxes for such Straddle Period *multiplied by* a fraction, the numerator of which is the number of days remaining in such Straddle Period after the Closing Date, and the denominator of which is the total number of days in such entire Straddle Period (which portion of such Taxes shall for purposes of this Agreement be deemed an Assumed Liability). The Sellers shall be liable for that portion of the Periodic Taxes for a Straddle Period for which the Purchasers are not liable under the preceding sentence (which portion of such Taxes shall for purposes of this Agreement be deemed an Excluded Liability). The party hereto responsible under applicable Law for paying a Tax described in this Section 8.6(b) shall be responsible for administering the payment of such Tax. To the extent the liability for Periodic Taxes for a certain Straddle Period is not determinable at the time of Closing or such Periodic Taxes are charged in arrears, such Periodic Taxes shall be prorated for such Straddle Period, based on the most recent ascertainable full tax year. For purposes of this Section 8.6(b), the Straddle Period for ad valorem Taxes and real and personal property Taxes shall be the fiscal period for which such Taxes were assessed by the applicable Tax jurisdiction. The Sellers, on the one hand, or the Purchasers, on the other hand, as the case may be (the "Reimbursing Party"), shall promptly provide reimbursement for any Tax paid by the other (the "Paying Party"), all or a portion of which is the responsibility of the Reimbursing Party in accordance with the terms of this Agreement (including this Section 8.6). Within a reasonable time prior to the payment of any such Tax, the Paying Party shall give notice to the Reimbursing Party of the Tax payable and the Paying Party's and Reimbursing Party's respective liability therefor, although failure to do so shall not relieve the Reimbursing Party from its liability hereunder except to the extent the Reimbursing Party is actually prejudiced thereby.

(c) The Sellers and the Purchasers shall (i) provide such assistance as may reasonably be requested by either of them in connection with the preparation of any Tax Return, any audit or other examination by any taxing authority or any judicial or administrative proceeding with respect to Taxes, (ii) retain and provide the other with any records or other information which may be relevant to such return, audit, examination or proceeding, and (iii) provide the other with any final determination of any such audit or examination proceeding or determination that affects any amount required to be shown on any Tax Return of the other for any period (which shall be

maintained confidentially); provided, however, that notwithstanding anything to the contrary herein, neither the Purchasers nor any of their respective Affiliates shall be required to provide any Tax information that it regards as privileged or confidential, including any Tax Return of Purchaser or any of its Affiliates.

(d) The parties shall (i) for purposes of taxes imposed under the United States Federal Unemployment Tax Act and the United States Federal Insurance Contributions Act, treat each Purchaser as a “successor employer” and the applicable Seller as a “predecessor,” within the meaning of Sections 3121(a)(1) and 3306(b)(1) of the Code, with respect to any employees of the Sellers who become employees of either Purchaser (including the Transferred Employees) and (ii) implement the alternate procedure described in Section 5 of Revenue Procedure 2004-53 (provided that at or prior to Closing, the Sellers have provided to each Purchaser all information reasonably necessary to implement such alternative procedure), in each case, to the extent applicable.

(e) [Reserved.]

(f) Purchasers and Sellers shall cooperate in preparing, executing and filing sales, use, real estate, transfer and similar Tax Returns relating to the purchase and sale of the Assets, and also shall cooperate to minimize or avoid any transfer Taxes that might be imposed to the extent permitted by applicable Law (such as, for example and not by way of limitation, Purchaser providing any Seller with a copy of Purchaser’s resale certificate, or such other instruments as will relieve Purchaser or a Seller from Liability for any transfer Tax). Purchasers shall be responsible for all such transfer Taxes incurred in connection with the purchase and sale of the Purchased Assets contemplated by this Agreement, including any interest or penalties in respect thereof. The Purchase Price (and any other consideration required to be taken into account for purposes of determining the amounts of such Taxes) with respect to Purchased Assets subject to such Taxes shall be allocated for such purpose in a manner consistent with the Allocation as finally determined

Section 8.7 Good Faith Efforts. Without limiting the specific obligations of any party hereto under any covenant or agreement hereunder, each party hereto shall, and shall cause its Affiliates to, use its good faith efforts to take all action and do all things necessary to consummate the transactions contemplated in this Agreement as soon as reasonably practicable; provided, however, that (a) no party hereto or its Affiliates shall be required to make any concessions that would adversely affect its business or be materially more burdensome to such party (including to amend any contract to increase the amount payable thereunder, commence any litigation, settle or compromise any matter, offer or grant any accommodation (financial or otherwise) to any third party or Governmental Authority, pay any amount or bear any other incremental economic burden to obtain any consent or order or to effect the assignment or transfer of a Purchased Asset), (b) no party hereto or its Affiliates shall incur any expense that would be payable or otherwise borne by another party hereto or such other party’s Affiliates without the consent of such other party, (c) the Sellers shall not, and shall cause each of its Affiliates to not, make any concessions that would purport to bind the Business from and after the Closing or be an Assumed Liability and (d) the Purchasers shall not make any concessions that would purport to bind any Seller or any of their Affiliates.

Section 8.8 Employees.

(a) Subject to and in accordance with the provisions of this Section 8.8 and applicable law, each Purchaser shall, or shall cause one of its Affiliates to, effective upon the Closing, offer employment to certain Business Employees who are employed by the Sellers or their Affiliates as of the Closing, identified in writing by such Purchaser to the Sellers any time on or before one (1) business day prior to the Closing Date. Employees who accept such offers or whose employment otherwise transfers by operation of Law and become either full-time or part-time employees of an applicable Purchaser, or its Affiliate, upon the Closing (or thereafter consistent with applicable Law) are hereinafter referred to as “Transferred Employees.”

(b) The Sellers shall, and shall cause each of its Affiliates to, (i) use reasonable commercial efforts to assist the applicable Purchaser in securing the employment of the employees, (ii) deliver assignment of the Employment Contracts to Circles with the employees identified to Sellers within three (3) days prior to Closing and (iii) pay such Business Employees all amounts that are or become owing, up to and including the Closing (including, for the avoidance of doubt, all wages, bonuses, commissions, and other amounts that become owing to any Business Employee due to the termination of such Business Employee’s employment with any Seller or Affiliate effective upon Closing), as such amounts become due.

(c) With respect to those Transferred Employees that the Sellers and such applicable Purchaser mutually agree will have their employment transfer by operation of Law, each Seller agrees, with respect to themselves and their Affiliates, that it shall use its commercially reasonable efforts to (i) up to and including the Closing, comply with all of its material obligations and those of any of its predecessors (whether or not legally binding or in respect of which it would be expected to comply by any regulatory or other body to which it is subject) due to or in connection with such Transferred Employees (or any of such obligations such Seller would have had under or in connection with such contracts but for their transfer under applicable Law); (ii) provide to such applicable Purchaser such information as such applicable Purchaser may reasonably request in writing in order to verify such compliance; (iii) not alter (whether to take effect before, on or after the Closing) any of the material terms of employment or engagement of any of such Transferred Employees (without the prior written consent of such applicable Purchaser); (iv) not terminate or take any steps to terminate (constructively or otherwise) the employment of any of such Transferred Employees (without the prior written consent of such applicable Purchaser which shall not be unreasonably withheld), other than terminations for cause; (v) not employ, engage, or transfer any person who is not a Business Employee to work in the Business (without the prior written consent of such applicable Purchaser which shall not be unreasonably withheld); (vi) comply in all material respects with its obligations under applicable Law that derive from the Acquired Rights Directive 77/187/EC (as subsequently amended by the Transfers of Undertakings Directive 2001/23/EC) and provide such applicable Purchaser with such information as it reasonably requires in order to comply with its own such obligations; and (vii) subject to any requirements under the Data Protection Act 2018, facilitate an orderly transfer of the employment (and records relating to employment) of such Transferred Employees and will cooperate with such applicable Purchaser in relation to any reasonable requests that such applicable Purchaser may make to meet or communicate with Business Employees prior to the Closing in order to discuss the proposed transfer of employment to such applicable Purchaser; provided that prior to such meeting or communication, the nature and scope of such meeting or communication must be approved by the Sellers, which approval shall not be unreasonably withheld and shall be deemed given if the Sellers has not responded within one (1) business day

of being provided written notice thereof. Notwithstanding the transfer by operation of Law of the Transferred Employees described in this Section 8.8(c), the aggregate amount of all Liabilities (including wages, bonuses, commissions, and vacation) relating to the employment of such Transferred Employees that accrue before Closing shall either be paid by the Sellers prior to the Closing. Notwithstanding anything contained in this Agreement, such applicable Purchaser or its Affiliates shall be solely responsible for any Liabilities arising as a result of the termination of employment of any Transferred Employee at any time after the Closing.

(d) No less than 30 days prior to the date on which a Seller ceases to sponsor any group health plan applicable to U.S. employees, the Sellers shall provide to Purchasers (i) written notice of their intention thereof and (ii) information regarding “M&A qualified beneficiaries” (as defined under COBRA) sufficient to permit the applicable Purchaser and its Affiliates to comply with any applicable COBRA obligations.

(e) On or before May 20, 2022, Sellers shall provide Purchasers with all employment, consulting, severance or indemnification contracts between the Sellers or any Affiliate of any Seller and any employees who work for or directly or indirectly support the Business (the “Business Employees”), except for offer letters or contracts that may be terminated “at will” and do not contain post-termination obligations in excess of any such obligations imposed by applicable Law.

(f) On or before May 20, 2022, the Sellers shall deliver a true and complete list, organized by country, of all Business Employees to the Purchasers, which list includes each employee’s name, position and title, employment entity, department, work location, scope of employment (e.g., full- or part-time or temporary), overtime classification (e.g., exempt or non-exempt), date of commencement of employment, prior notice entitlement, salary and any and all other compensation or benefit payable, maintained or contributed to or with respect to which any potential liability is borne by the Sellers or any Affiliate of any Seller (whether now or in the future, by virtue of any Law, Contract or otherwise) to each of the listed employees (the “Employee Census”). On or before May 20, 2022, the Sellers have delivered a true and complete list of all present material independent contractors and consultants (“Contractors”) engaged by each Seller with respect to the Business, which list includes each Contractor’s name, date of commencement, and rate of all regular compensation and benefits, bonus or any other compensation payable.

**Section 8.9 Further Assurances.** From time to time after the Closing and without further consideration, each Purchaser and each Seller, at the request of the other party, shall, and shall cause their respective Affiliates to, execute and deliver such other instruments of conveyance and transfer or other instruments or documents and take or arrange for such other actions, as may reasonably be required to effect any of the transactions contemplated by this Agreement or to provide any party hereto with the benefits intended to be conferred and conveyed by this Agreement; provided that, notwithstanding anything to the contrary in this Section 8.9 or any other provision of this Agreement, neither Purchaser nor any Seller nor any of their respective Affiliates shall be required to execute any document or take any action that would (i) increase the liability or obligation of the party of whom such document or action is requested beyond that which such party would have pursuant to the other provisions of this Agreement, (ii) require or cause the party of whom such action or document is requested to initiate, join in or otherwise become a party to

any Legal Proceeding, or (iii) cause such party to incur any material cost or expense that is not already imposed upon it by another provision of this Agreement.

Section 8.10 Confidentiality. Each party hereto acknowledges that the Mutual Non-Disclosure Agreement the (“NDA”), dated as of October 8, 2021 between certain of the Sellers and Circles shall remain in full force and effect following the Closing and that the terms of this Agreement and the Transaction are “Confidential Information” as defined in the NDA. For avoidance of doubt, any Confidential Information of the Sellers and their Affiliates relating to the Purchased Assets and the Assumed Contracts shall be deemed to be Confidential Information of the Purchasers as of the Closing (“Deemed Purchaser Confidential Information”), notwithstanding the fact that the Sellers or any of their respective officers, directors, employees or representatives have knowledge of such Deemed Purchaser Confidential Information obtained prior to the negotiation and performance of this Agreement; provided, however, that (i) Confidential Information of the Sellers relating to the Excluded Assets, Excluded Liabilities and the Excluded Contracts shall not be deemed to be Deemed Purchaser Confidential Information, and (ii) the Sellers shall be permitted to disclose to potential purchasers of its Excluded Assets, the Confidential Information regarding shared use assets or contracts solely to the extent necessary to provide (or arrange for the provision of) transitional services to any such purchaser. Notwithstanding any provisions to the contrary in the NDA, the Purchasers may, in accordance with this Agreement, at any time after the date hereof, issue a joint press release announcing this Agreement, the existence of this Agreement and the transactions contemplated hereby. For the avoidance of doubt, any Confidential Information relating to Excluded Assets that ends up in the possession of Purchasers (for example, information on laptops which are included in the Purchased Assets) shall not be Deemed Purchaser Confidential Information and shall be subject to the applicable provisions of the NDA.

Section 8.11 Survival of Representations and Warranties. None of the representations and warranties of the Sellers or the Purchasers contained in this Agreement or made in any other documents or instruments delivered pursuant to this Agreement shall survive the Closing hereunder.

Section 8.12 Disclaimer of Implied Warranties. Except as expressly provided in Article VI above, the Purchasers hereby jointly acknowledge and agree that no Seller makes any representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets including income to be derived or expenses to be incurred in connection with the Purchased Assets, the physical condition of any personal property comprising a part of the Purchased Assets or which is the subject of any Assumed Contract, the value of the Purchased Assets (or any portion thereof), the transferability of the Purchased Assets, the terms, amount, validity, collectability or enforceability of any Assumed Liabilities, Assumed Contracts, the title of the Purchased Assets (or any portion thereof), the merchantability or fitness of the personal property comprising a portion of the Purchased Assets or any other portion of the Purchased Assets for any particular purpose, or any other matter or thing relating to the Purchased Assets (or any portion thereof). Without in any way limiting the foregoing, except as otherwise expressly provided in Article VI above, each Seller hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Purchased Assets.

Section 8.13 Acknowledgement. The Purchasers hereby jointly acknowledge that the Sellers and its Affiliates are intending to wind up after the Closing in connection with the Bankruptcy Case and other wind up procedures under the laws of the respective jurisdictions of organization. The parties hereby acknowledge and agree that any wind-up procedures (and the timing thereof) shall be subject to the provisions of this Agreement and will vary from jurisdiction to jurisdiction. Due to such wind-up procedures, the Purchasers jointly acknowledge that any recourse shall be limited.

Section 8.14 Bankruptcy Court Approval.

(a) Entry of Order Approving Sale.

(i) Debtors shall file voluntary petitions for relief under chapter 11 of the Bankruptcy Code on a date not later than May 15, 2022.

(ii) Debtors shall use their reasonable best efforts to obtain entry of the Bid Procedures Order on a date not later than twenty-eight (28) calendar days following the Petition Date.

(iii) In the event that the Sellers accept any bid for any transaction, including an acquisition, related to the Purchased Assets other than the Transaction with the Purchasers contemplated by this Agreement or otherwise enters into an agreement to sell, transfer or assign the Purchased Assets (or stock or other securities from Sellers), or if the Bankruptcy Court enters an order approving another transaction in respect of assets of the Sellers, including an acquisition proposal submitted by a party other than the Purchasers (each, an "Alternative Transaction"), no later than one (1) Business Day following the earlier of (x) termination of this Agreement or (y) the closing date of such Alternative Transaction, the Sellers shall pay to Circles a breakup fee in an amount equal to 1.9% of the Purchase Price (the "Break Up Fee"), plus the Expense Reimbursement. The Break Up Fee and the Expense Reimbursement may be paid from the proceeds of such Alternative Transaction and shall constitute an allowed administrative expense claim in the Bankruptcy Cases with priority of the kind specified in sections 503 and 507 of the Bankruptcy Code. Sellers acknowledge that Circles would not have invested the effort in negotiating and documenting this proposed Transaction and incurred obligations to pay its outside advisors if Circles were not entitled to the Break Up Fee and Expense Reimbursement in accordance with the terms of this Agreement.

(iv) The Sellers shall provide copies to each Purchaser of any motion concerning this Transaction, including the motion to approve the Sale Order or any other matter before the Bankruptcy Court relating to this Agreement or the Transaction Documents, upon three (3) Business Days' notice for review and consultation thereof. The Sellers shall provide notice to each Purchaser of any hearing on the motion to approve the Sale Order or any other matter before the Bankruptcy Court relating to this Agreement or the Transaction Documents, in each case as required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York or as otherwise ordered by the Bankruptcy Court

(v) The Purchasers shall take such actions as are, in its sole discretion, necessary to assist in obtaining entry by the Bankruptcy Court of the Sale Order, including furnishing declarations, affidavits, or other documents or information for filing with the Bankruptcy Court for purposes, among others, of: (i) demonstrating that each Purchaser is a “good faith” purchaser; and (ii) establishing “adequate assurance of future performance” within the meaning of Section 365 of the Bankruptcy Code.

(b) Certain Bankruptcy Undertakings by Debtors and Purchasers.

(i) On or before the date that is one (1) calendar day after the Petition Date, Sellers shall file the Sale Motion in a form reasonably acceptable to Purchasers. Except as ordered by the Bankruptcy Court or to the extent the each Seller’s board of directors or equivalent governing body reasonably determines in good faith, in consultation with outside counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law, the Sellers shall neither take any action, nor fail to take any action, which action or failure to act would reasonably be expected to (A) prevent or impede the consummation of the Transaction in accordance with the terms of this Agreement, or (B) result in (I) the reversal, avoidance, revocation, vacating or modification (in any manner that would reasonably be expected to materially and adversely affect the Purchasers’ rights hereunder) of the Sale Order, or (II) the entry of a stay pending appeal. Furthermore, neither Purchaser shall take any action, nor fail to take any action, which action or failure to act would reasonably be expected to prevent or impede the consummation of the transactions contemplated by this Agreement in accordance with the terms of this Agreement.

(ii) If the Sale Order or any other order of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (or a petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto), Debtors, with the cooperation and support of the Purchasers, shall take all steps as may be reasonable and appropriate to defend against such appeal, petition or motion, and shall endeavor to obtain an expedited resolution of such appeal.

(iii) Transaction Milestones

(1) No later than fifteen (15) calendar dates after the Petition Date, Sellers shall have received an order signed by the Bankruptcy Court approving the bidding procedures, including the Break Up Fee and the Expense Reimbursement, in a form and substance acceptable to the Purchasers (the “Bidding Procedures Orders”).

(2) The deadline for any bid in compliance with the Bidding Procedures Order to compete against the proposed Transaction and be considered by Sellers shall be no later than twenty-nine (29) calendar days after the Petition Date.

(3) No later than thirty-one (31) calendar days after the Petition Date, Sellers shall have completed an auction in compliance with the



Bidding Procedures Order if there are any competing bids that are “qualified bids.”

(4) No later than thirty-eight (38) calendar days after the Petition Date, Sellers shall have a hearing to approve the sale of its assets.

(5) No later than forty (40) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Sale Order that includes: (i) a finding that the Transaction is in good faith and otherwise satisfies the provisions of section 363, including section 363(m), of the Bankruptcy Code, (ii) authorization and approval of the proposed Transaction pursuant to this Agreement, and (iii) a provision that (x) the Purchased Assets are being transferred free and clear of all liens, claims, encumbrances and interests to the Purchasers, and (y) assigning the Circles Assumed Contracts and CVG Assumed Contracts identified for assignment in connection with this Agreement.

(6) No later than July 12, 2022, the Parties shall consummate the Transaction (the “Outside Closing Date”).

(iv) Purchasers shall support, and not object to, the Debtor’s motion seeking the Bankruptcy Court’s entry of an order approving Sellers’ entry into the DIP Loan Agreement and consensual use of cash collateral, and provide any and all necessary consents in their capacity as prepetition secured lenders as required therein (as determined by the Debtors in their reasonable discretion) or as otherwise reasonably requested by the Debtors.

Section 8.15 Additional Covenants. Each Seller shall, and shall cause each of their Affiliates to, take no knowing action, directly or indirectly, to avoid or invalidate the Transaction. No Seller shall knowingly take any action, nor fail to take any action, which action or failure to act would reasonably be expected to prevent or impede the consummation of the Transaction contemplated by this Agreement in accordance with the terms of this Agreement.

Section 8.16 Business Policies. From and after Closing, (i) Circles shall use commercially reasonable efforts to cause the MVNE Business to comply with Sellers’ privacy policies and (ii) CVG shall use commercially reasonable efforts to cause the Non-MVNE Business to comply with Sellers’ privacy policies.

Section 8.17 Pareteum Africa Joint Venture. The Sellers shall use commercially reasonable efforts to cause ninety percent (90%) of the interests in Pareteum Africa Pty. Ltd. to be transferred to a Seller entity in accordance with the terms of the Pareteum Africa JV Agreement prior to Closing.

Section 8.18 Material Contracts. On or before May 25, 2022, Sellers will provide Purchasers with an accurate and complete list in all respects of all Contracts (a) by which any of the Purchased Assets are bound or affected, (b) to which any Seller is a party or by which it is bound in connection with the Business or the Purchased Assets, or (c) used in connection with or necessary for the operation of the Business (together with all Real Property Leases and the IP Agreements, the “Material Contracts”) and indicates, where applicable, if such Material Contract

also applies to assets that are not Purchased Assets or services that are not part of the Business, and such list shall be certified to by an officer of Parent. On or before May 25, 2022, Sellers will provide Purchasers with an accurate and complete list in all respects of all material Contracts that are an assumed Contract including a license granting rights in Intellectual Property, but excluding customer contracts that grant the customer a license to use Intellectual Property Assets (the “IP Agreements”). On or before May 25, 2022, Sellers will provide Purchasers with an accurate and complete list in all respects of all domain names that constitute an Intellectual Property Asset.

## **ARTICLE IX**

### **CONDITIONS PRECEDENT TO PURCHASERS’ OBLIGATION TO CLOSE**

The obligation of the Purchasers under this Agreement with respect to the purchase and sale of the Purchased Assets shall be subject to the fulfillment on or prior to the Closing of each of the following conditions, any of which may be waived in writing by the Purchasers:

Section 9.1 Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by each Seller shall be true and correct on and as of the Effective Date (unless such representation or warranty is given as of a particular date in which case such representation or warranty shall be considered only as of such particular date) and at and as of the Closing Date, except, in the case of the representations and warranties that are not Specified Representations, for any failure to be so true and correct that, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect. Each Seller shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement and each other Transaction Document to be performed or complied with by it on or prior to the Closing, including but not limited to Sellers’ obligations set forth in Sections 8.8(e), 8.8(f) and 8.18.

Section 9.2 Officer’s Certificate. The Sellers shall have delivered to the Purchasers a certificate executed by an executive officer of each Seller (including incumbency certificates) as the Purchasers may reasonably request in order to evidence compliance with the conditions set forth in Section 9.1.

Section 9.3 Bill of Sale; Assumption Agreement; Intellectual Property Assignment Agreement. Each Seller shall have delivered to the Purchasers an executed Bill of Sale, Assumption Agreement and Intellectual Property Assignment Agreement, as applicable, pursuant to Section 4.1 and Section 4.2 hereof; *provided* that each Seller shall deliver a sufficient number of original, wet ink signature copies of the executed Intellectual Property Assignment Agreement to record the assignment of such Intellectual Property purchased by and assigned to the Purchasers in each jurisdiction where such Intellectual Property is registered.

Section 9.4 [Reserved.]

Section 9.5 Compliance with Laws; Legal Proceedings. The consummation of the Transaction shall be legally permitted by all Laws to which any party hereto is subject; provided however that no Law applicable to a Non-Borrower Seller shall be applicable for determining if the condition precedent to Closing of this paragraph is satisfied. No order of any Governmental Authority shall be in effect that enjoins, restrains, conditions or prohibits consummation of the

Transaction and no litigation, investigation or administrative proceeding shall be pending or threatened that would enjoin, restrain, condition or prevent consummation of the Transaction; provided however that no order of any Governmental Authority or litigation, investigation or administrative proceeding that is applicable to a Non-Borrower Seller shall be applicable for determining if the condition precedent to Closing of this paragraph is satisfied.

Section 9.6 Bankruptcy Matters. The Sale Order shall have been entered by the Bankruptcy Court. Such order must be in effect and must not have been reversed or stayed or modified in any material respect.

Section 9.7 [Reserved.]

Section 9.8 Certain Contracts. The Sellers' Key MVNE Customer Contracts shall have been assumed by the Debtors and assigned to Circles prior to or at Closing by operation of the Sale Order, entry of an order of the Bankruptcy Court or consent of the required parties.

Section 9.9 [Reserved.]

Section 9.10 Third Party Consents. All Required Consents shall have been received.

Section 9.11 Pareteum Africa Joint Venture. The Sellers shall have caused ninety percent (90%) of the interests in Pareteum Africa Pty. Ltd. to be transferred to a Seller entity in accordance with the terms of the Pareteum Africa JV Agreement prior to Closing; *provided, however,* that the Sellers and Circles shall have good faith discussions regarding a waiver of this condition precedent on a date that is fifteen (15) calendar days prior to the Closing Date.

Section 9.12 [Reserved.]

## **ARTICLE X**

### **CONDITIONS PRECEDENT TO SELLERS' OBLIGATION TO CLOSE**

The obligations of the Sellers under this Agreement with respect to the purchase and sale of the Purchased Assets shall be subject to the fulfillment on or prior to the Closing of each of the following conditions, any of which may be waived in writing by the Sellers:

Section 10.1 Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by each Purchaser in this Agreement shall be true and correct on and as of the Effective Date (unless such representation or warranty is given as of a particular date in which case such representation or warranty shall be considered only as of such particular date) and at and as of the Closing Date, except for any failure to be so true and correct that, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect on the ability of the Purchasers to timely consummate the transactions contemplated hereunder (including payment or undertaking the Purchase Price and any other cash payments, fees or expenses contemplated hereby). The Purchasers shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement and each other Transaction Document to be performed or complied with by it on or prior to the Closing.

Section 10.2 Officer's Certificate. Each of the Purchasers shall have delivered to the Sellers a certificate executed by an executive officer of such Purchaser (including incumbency certificates) as the Sellers may reasonably request in order to evidence compliance with the conditions set forth in Section 10.1.

Section 10.3 Assumption Agreement. The Purchasers shall have delivered to the Sellers an executed Assumption Agreement pursuant to Section 4.2 hereof.

Section 10.4 Bankruptcy Matters. The Sale Order shall have been entered by the Bankruptcy Court. Such order must be in effect and must not have been reversed or stayed or modified in any material respect.

Section 10.5 [Reserved.]

## **ARTICLE XI TERMINATION**

Section 11.1 Breaches and Defaults; Opportunity to Cure. Prior to the exercise by a party of any termination rights afforded under Section 11.2(b)(i) or Section 11.2(c)(i) of this Agreement, if any party (the "Non-Breaching Party") believes any other party (the "Breaching Party") to be in breach hereunder, the Non-Breaching Party shall provide the Breaching Party with written notice specifying in reasonable detail the nature of such breach, whereupon if such breach is curable the Breaching Party shall have five (5) calendar days from the receipt of such notice to cure such breach to the reasonable satisfaction of the Non-Breaching Party. If the breach is not cured within such time period, then the Non-Breaching Party's sole remedy shall be to terminate this Agreement if the breach is such that the condition set forth in Section 9.1 or Section 10.1, as applicable, shall not be satisfied (as provided in Section 11.2); provided, however, that the Non-Breaching Party shall not be entitled to terminate this Agreement if it is in material breach of this Agreement.

Section 11.2 Termination. This Agreement may be terminated and the transactions contemplated herein may be abandoned, by written notice given to the other party hereto, at any time prior to the Closing:

(a) by mutual written consent of the Sellers and the Purchasers;

(b) (i) subject to the right to cure set forth in Section 11.1, at any time prior to the Closing Date, by the Purchasers if any Seller is in breach of any covenant, representation, undertaking or warranty such that the condition set forth in Section 9.1 shall not be satisfied, and the Purchasers have not waived such condition in writing on or before the Closing Date or (ii) by the Purchasers, if all of the conditions set forth in Article IX and Article X have been satisfied (other than conditions that by their nature are to be satisfied at the Closing) or waived and the Sellers fails to consummate the Closing as required herein;

(c) (i) subject to the right to cure set forth in Section 11.1, at any time prior to the Closing Date, by the Sellers if either Purchaser is in breach of any covenant, representation or warranty such that the condition set forth in Section 10.1 shall not be satisfied, and the Sellers have not waived such condition in writing on or before the Closing Date or (ii) by the Sellers, if all of the conditions set forth in Article IX and Article X have been satisfied (other than conditions that

by their nature are to be satisfied at the Closing) or waived and either Purchaser fails to consummate the Closing as required herein;

(d) at or prior to the Bankruptcy Court hearing regarding approval of this Agreement, by either the Sellers or the Purchasers, if the Bankruptcy Court enters an order approving an offer to purchase all or substantially all of the Purchased Assets of the Debtors submitted by a party other than the Purchasers or enters an order confirming a plan of reorganization of Debtors (other than a plan under which the Purchasers acquire the Purchased Assets on or before the Closing Date); and

(e) by the Purchasers if the Bankruptcy Court has not entered the Sale Order on or before the date that is seventy-five (75) calendar days following the Petition Date or if the Closing shall not have occurred on or before the Outside Closing Date, unless the failure to have the Closing shall be due to the failure of the party seeking to terminate this Agreement to perform in any material respect its obligations under this Agreement required to be performed by it or them at or prior to the Closing.

Section 11.3 Effect of Termination. In the event of termination of this Agreement pursuant to Section 11.2, this Agreement shall become null and void and there shall be no liability on the part of any party hereto or any of its partners, officers, directors or shareholders; provided that no termination shall relieve either Purchaser or any Seller, as applicable, from any liability for damages (including damages based on the loss of the economic benefits of the transactions contemplated by this Agreement), losses, costs or expenses (including reasonable legal fees and expenses) resulting from any breach of this Agreement prior to the date of such termination (which, for the avoidance of doubt, shall be deemed to include any failure by the Purchasers or the Sellers to consummate the Closing if and when it is obligated to do so hereunder); provided further that no party shall be liable for consequential, special, exemplary or incidental damages.

## **ARTICLE XII MISCELLANEOUS**

Section 12.1 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by electronic mail with confirmation of receipt received from the recipient, recognized overnight delivery service or registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

If to CVG:

Channel Ventures Group, LLC  
c/o Becker, Glynn, Muffly, Chassin & Hosinski LLP  
299 Park Avenue, 16<sup>th</sup> Floor  
New York, New York 10171  
Attention: Markwin H. Maring, Statutory Director  
Email: [markwin@hollandoffice.nl](mailto:markwin@hollandoffice.nl)

with a required copy to:

Becker, Glynn, Muffly, Chassin & Hosinski LLP  
299 Park Avenue, 16<sup>th</sup> Floor  
New York, New York 10171  
Attention: Alec Ostrow, Esq.  
Email: [aostrow@beckerglynn.com](mailto:aostrow@beckerglynn.com)

If to Circles:

Circles MVNE Pte. Ltd.,  
221 Henderson Road #06-10  
Henderson Building  
Singapore 159557  
Attention: Legal  
Email: [legal@circles.asia](mailto:legal@circles.asia)

with a required copy to:

DLA Piper LLP (US)  
1251 Avenue of the Americas, 27<sup>th</sup> Floor  
New York, New York  
Attention: Jamila Justine Willis, Esq.  
Email: [jamila.willis@us.dlapiper.com](mailto:jamila.willis@us.dlapiper.com)

If to the Sellers:

Pareteum Corporation  
1185 Avenue of the Americas, 37<sup>th</sup> Floor  
New York, NY 10036  
Attention: Laura Thomas  
Email: [laura.thomas@parateum.com](mailto:laura.thomas@parateum.com)

with a required copy to:

King & Spalding LLP  
1180 Peachtree Street, NE, Suite 1600  
Atlanta, GA 10020  
Attention: Thad Wilson  
Email: [thadwilson@kslaw.com](mailto:thadwilson@kslaw.com)

Notices delivered personally shall be effective upon delivery against receipt. Notices transmitted by telecopy shall be effective when received, provided that the burden of proving notice when notice is transmitted by telecopy shall be the responsibility of the party providing such notice. Notices transmitted by electronic mail (with hard copy to follow) shall be effective upon confirmation of receipt. Notices delivered by overnight mail shall be effective when received.

Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, or seventy-two (72) hours after mailing, whichever is earlier.

Section 12.2 Expenses. Except to the extent that the Purchasers are otherwise entitled thereto in accordance with the provisions of this Agreement, each party shall bear its own expenses and costs, including the fees of any attorney retained by it, incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby.

Section 12.3 Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without application of principles of conflict of laws). In connection with any controversy arising out of or related to this Agreement, each Seller and each Purchaser hereby irrevocably consents to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Court declines or may not accept jurisdiction over a particular matter, the United States District Court for the Southern District of New York, or if, and only if, the United States District Court for the Southern District of New York declines or may not accept jurisdiction over a particular matter, the courts of the State of New York. Each of the Sellers and Purchasers irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Agreement brought in the aforementioned courts. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS SUBSIDIARIES AND AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.4 Assignment. The Purchasers shall not have the right to assign any of its rights under this Agreement or delegate any performance of its obligations under this Agreement without the prior written consent of the Sellers, the First Lien Agent and the Second Lien Agent; provided that, the Purchasers shall be permitted to assign its rights under this Agreement to the Purchasers' respective Affiliates without such prior written consent; provided further, that in the event of such assignment Purchaser shall continue to be jointly and severally liable with the Affiliate assignee for its duties and obligations under this Agreement. The Sellers shall not have the right to assign any of their rights under this Agreement or delegate any performance of their obligations under this Agreement without the prior joint written consent of the Purchasers, the First Lien Agent and the Second Lien Agent.

Section 12.5 Successors and Assigns. All agreements made and entered into in connection with this Transaction shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

Section 12.6 Amendments; Waivers. No alteration, modification or change of this Agreement shall be valid except by an agreement in writing executed by the parties hereto, and no alteration, modification or change of this Agreement that adversely affects the First Lien Agent, and/or the Second Lien Agent shall be valid except by an agreement in writing executed by the parties hereto and the First Lien Agent and/or the Second Lien Agent, as applicable. Except as otherwise expressly set forth herein, no failure or delay by any party hereto or the First Lien Agent or the Second Lien Agent, as applicable, in exercising any right, power or privilege hereunder (and

no course of dealing between or among any of the parties hereto) shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power or privilege shall preclude the further or full exercise thereof.

Section 12.7 Entire Agreement. This Agreement (including the Exhibits and Disclosure Schedules, which are hereby incorporated by reference into and made a part of this Agreement for all purposes), merges all previous negotiations and agreements between the parties hereto, either verbal or written, and constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement.

Section 12.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement. Facsimile and/or PDF signatures shall be deemed original signatures.

Section 12.9 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially (a) alter the terms of this Agreement, (b) diminish the benefits of this Agreement or (c) increase the burdens of this Agreement, for any Person. Upon a determination that any term or other provision is invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties hereto to the fullest extent possible.

Section 12.10 Section Headings. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

Section 12.11 Interpretation. As all parties hereto have participated in the drafting of this Agreement, any ambiguity shall not be construed against any party as the drafter. Unless the context of this Agreement clearly requires otherwise, (a) “or” has the inclusive meaning frequently identified with the phrase “and/or,” (b) “including” has the inclusive meaning frequently identified with the phrase “including, but not limited to” and (c) references to “hereof,” “hereunder” or “herein” or words of similar import relate to this Agreement. Unless the context requires otherwise, words in this Agreement using the singular or plural number also include the plural or singular number, respectively, and the use of any gender herein shall be deemed to include the other genders.

Section 12.12 Third Parties. Nothing herein, expressed or implied, is intended to or shall confer on any Person other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Agreement, except each of the First Lien Agent, the Second Lien Agent and the Releasees (defined below) shall each be a third-party beneficiary of this Agreement.

Section 12.13 Specific Performance. The parties agree that irreparable damage would occur to the Purchasers, the First Lien Agent (solely with respect to its specific consent or approval rights herein) and the Second Lien Agent (solely with respect to its specific consent or approval



rights herein) and that the Purchasers, the First Lien Agent (solely with respect to its specific consent or approval rights herein) and the Second Lien Agent (solely with respect to its specific consent or approval rights herein) would not have any adequate remedy at law in the event that any of the other provisions this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, the Purchasers, the First Lien Agent (solely with respect to its specific consent or approval rights herein) and the Second Lien Agent (solely with respect to its specific consent or approval rights herein) shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (with respect to each of the First Lien Agent, solely with respect to its specific consent or approval rights herein and the Second Lien Agent, solely with respect to its specific consent or approval rights herein) without proof of actual damages or otherwise (and, to the fullest extent permitted by Law, each of the Sellers hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which the Purchasers are entitled at law or in equity. The Sellers shall not be entitled to any injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement.

Section 12.14 Release. Upon Closing, Purchasers, on behalf of the Purchasers and their respective Affiliates (including the entities acquired at Closing as part of the Purchased Assets) and each of their respective principals, trustees, officers, and directors (whether acting in such capacity or individually), attorneys, accountants, nominees, agents (alleged, apparent, or actual), representatives, employees, managers, administrators, and each person or entity acting or purporting to act for them or on their behalf, hereby unconditionally and irrevocably remise, waive, satisfy, release, acquit, and forever discharge Sellers and each of their principals, trustees, officers, and directors (acting in such capacity), attorneys, accountants, nominees, agents (alleged, apparent, or actual), representatives, employees, managers, administrators, and each person or entity acting or purporting to act for them or on their behalf (collectively, the “Releasees”) from and against any and all past and present claims, counterclaims, actions, suits, rights, causes of action, lawsuits, set-offs, costs, losses, controversies, agreements, promises and demands, or liabilities, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known, arising at law or in equity, by right of action or otherwise, from any claim that they have or may have against the Releasees. Notwithstanding the foregoing, the release set forth in this Section 12.14 shall not apply in the case of claims, counterclaims, actions, suits, rights, causes of action, lawsuits, set-offs, costs, losses, controversies, agreements, promises and demands, or liabilities arising out of fraud, gross negligence or intentional misrepresentation.

Section 12.15 Schedules. The disclosure of any matter in any section or subsection of the Disclosure Schedule shall be deemed to be a disclosure under any other section or subsection of such Disclosure Schedule to the extent such other section or subsection is referenced herein and the relevance of such item to such section or subsection referenced herein is reasonably apparent on the face of such disclosure. The mere inclusion of any item in any section or subsection of any of the Disclosure Schedules, as an exception to any representation or warranty or otherwise shall not be deemed to constitute an admission by Sellers, or to otherwise imply, that any such item has

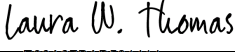
had or is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect or otherwise represents an exception or material fact, event or circumstance for the purposes of this Agreement, that such item meets or exceeds a monetary or other threshold specified for disclosure in this Agreement or that such item represents a determination that the Transaction requires the consent of any third party. The sections or subsections of each Disclosure Schedule are arranged in sections corresponding to the numbered and lettered sections and subsections of this Agreement. Matters disclosed in any section or subsection of any of the Disclosure Schedules are not necessarily limited to matters that are required by this Agreement to be disclosed therein. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature or impose any duty or obligation to disclose any information beyond what is required by this Agreement, and disclosure of such additional matters shall not affect, directly or indirectly, the interpretation of this Agreement or the scope of the disclosure obligations hereunder. Headings inserted in the sections or subsections of any of the Disclosure Schedules are for convenience of reference only and shall to no extent have the effect of amending or changing the express terms of the Sections or subsections as set forth in this Agreement.

***[Remainder of Page Intentionally Left Blank; Signature Pages Follow]***

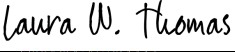
IN WITNESS WHEREOF, each of the parties hereto has caused this Asset Purchase Agreement to be executed by its duly authorized representative as of the day and year first above written.

SELLERS:

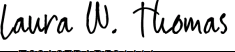
PARETEUM CORPORATION, a  
Delaware corporation

By:   
Name: Laura W. Thomas  
Title: Authorized Signatory

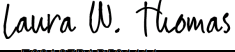
PARETEUM NORTH AMERICA CORP., a  
Delaware corporation

By:   
Name: Laura W. Thomas  
Title: Authorized Signatory

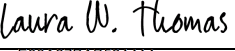
DEVICESCAPE HOLDINGS, INC., a  
Delaware corporation

By:   
Name: Laura W. Thomas  
Title: Authorized Signatory

IPASS, INC., a Delaware corporation

By:   
Name: Laura W. Thomas  
Title: Authorized Signatory

IPASS IP LLC, a Delaware corporation

By:   
Name: Laura W. Thomas  
Title: Authorized Signatory

PARETEUM EUROPE B.V., a Netherlands  
private limited company

DocuSigned by:  
By: Bart Weijermars  
Name: Bart Weijermars  
Title: Authorized Signatory

ARTILIUM GROUP LTD., a United  
Kingdom private limited company

DocuSigned by:  
By: Bart Weijermars  
Name: Bart Weijermars  
Title: Authorized Signatory

PARETEUM ASIA PTE . LTD. a Singapore  
private limited company

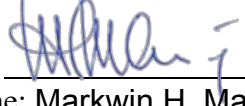
DocuSigned by:  
By: Bart Weijermars  
Name: Bart Weijermars  
Title: Authorized Signatory

PARETEUM N.V., a Belgian private limited  
company

DocuSigned by:  
By: Bart Weijermars  
Name: Bart Weijermars  
Title: Authorized Signatory

PURCHASERS:

CHANNEL VENTURES GROUP, LLC, a  
Delaware limited liability company

By:   
Name: Markwin H. Maring  
Title: CEO

CIRCLES MVNE PTE. LTD., a Singapore  
private limited company

By: \_\_\_\_\_  
Name:  
Title:

PURCHASERS:

CHANNEL VENTURES GROUP, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

CIRCLES MVNE PTE. LTD., a Singapore  
private limited company

By: MakCheeKiong

Name: Mak Chee Kiong

Title: Authorised Signatory

**Exhibit A**

**Form of Sale Order**

[Attached.]

**TOGUT, SEGAL & SEGAL LLP**

Frank A. Oswald  
Brian F. Moore  
Amy M. Oden  
One Penn Plaza Suite 3335  
New York, New York 10119  
(212) 594-5000

**KING & SPALDING LLP**

Michael R. Handler  
1185 Avenue of the Americas  
New York, New York 10036  
(212) 556-2100

-and-

*Proposed Counsel to the Debtors and Debtors  
in Possession*

**KING & SPALDING LLP**

Thaddeus D. Wilson (*pro hac vice* pending)  
Leia Clement Shermohammed (*pro hac vice*  
pending)  
1180 Peachtree Street N.E.  
Atlanta, GA 30309-3521  
(404) 572-4600

*Proposed Special Counsel to the Debtors and  
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X	
<b>In re</b>	:
	:
<b>PARETEUM CORPORATION, et al.,</b>	:
	:
<b>Debtors.<sup>1</sup></b>	:
-----X	

**CHAPTER 11  
Case No. 22-[\_\_\_\_\_] (\_\_\_\_)  
(Jointly Administered)**

**[PROPOSED] ORDER (I) APPROVING ASSET PURCHASE AGREEMENT  
AMONG SELLERS AND BUYER; (II) AUTHORIZING SALE  
OF CERTAIN OF THE DEBTORS' ASSETS FREE AND CLEAR OF  
LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES; (III) AUTHORIZING  
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND  
LEASES IN CONNECTION THEREWITH; AND (IV) GRANTING RELATED RELIEF**

<sup>1</sup> The Debtors in the Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are: Pareteum Corporation (7538); Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.) (9623); Devicescape Holdings, Inc. (2909); iPass, Inc. (4598); iPass IP LLC (2550); Pareteum Europe B.V.; Artidium Group Ltd. (f/k/a Artidium PLC); Pareteum Asia Pte. Ltd.; and Pareteum N.V. (f/k/a Artidium N.V.). The Debtors' corporate headquarters is located at 1185 Avenue of the Americas, 2nd Floor, New York, NY 10036.



Upon the motion, dated May 15, 2022 (ECF No. [\_\_\_]) (the “**Sale Motion**”)<sup>2</sup> of Pareteum Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned Chapter 11 cases (collectively, the “**Debtors**”) seeking, among other things, entry of an order (the “**Sale Order**”), pursuant to Sections 105, 363, and 365 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rules 6004-1 and 6006-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the “**Local Rules**”), (i) authorizing the sale of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests pursuant to section 363(f) of the Bankruptcy Code, (ii) authorizing the assumption and assignment of certain executory contracts and unexpired leases of nonresidential real property of the Debtors in connection therewith; and (iii) granting related relief, all as more fully set forth in the Sale Motion; and the Court having entered this Court’s prior order, dated May \_\_\_\_, 2022 (ECF No. [\_\_\_]) (the “**Bidding Procedures Order**”), approving competitive bidding procedures for the Purchased Assets (the “**Bidding Procedures**”) and granting certain related relief; and [\_\_\_\_\_] (the “**Buyer**”) having submitted the highest and best bid for the Purchased Assets, as reflected in that certain Asset Purchase Agreement, dated as of [\_\_\_], 2022 by and among certain Debtors, as the Sellers, and [\_\_\_\_\_] as the Buyer (as may be amended pursuant to the terms thereof and this Sale Order, the “**Purchase Agreement**”), a copy of which is annexed hereto as **Exhibit A**, pursuant to which the Debtors have agreed, among other things, to sell the Purchased Assets to the Buyer, including the Assumed Contracts that will be assumed and assigned to the Buyer, on the terms and conditions set forth in the Purchase Agreement (collectively, the

---

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined herein) or, if not defined in the Purchase Agreement, the meanings ascribed to them in the Sale Motion.

“**Sale Transaction**”); and the Court having conducted a hearing on the Sale Motion (the “**Sale Hearing**”) on June \_\_\_\_\_, 2022, at which time all interested parties were offered an opportunity to be heard with respect to the Sale Motion and the Bidding Procedures Order was approved; and the Court having reviewed and considered (a) the Sale Motion and the exhibits thereto, (b) the Purchase Agreement, (c) the Bidding Procedures Order (ECF No. [\_\_\_\_]); (d) the Declaration of Glenn Tobias in Support of the Sale Motion (ECF No. [\_\_\_\_]), and (e) the arguments and representations of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that due and proper notice of the Sale Motion, the Purchase Agreement, the Bidding Procedures Order, and the proposed form of this Sale Order (the “**Proposed Sale Order**”) having been provided in accordance with the Bidding Procedures Order; [and all objections to the Sale Motion with respect to the relief granted by this Sale Order having been withdrawn, resolved, or overruled as provided in this Sale Order]; and it appearing that the relief requested in the Sale Motion and granted herein is in the best interests of the Debtors, their estates and creditors, and all parties in interest in these Chapter 11 cases; and upon the record of the Sale Hearing and these Chapter 11 cases; and after due deliberation thereon; and sufficient cause appearing therefor,

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. **Fed. R. Bankr. P. 7052**. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court’s findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing.

B. **Jurisdiction and Venue.** This Court has jurisdiction to decide the Sale Motion, and jurisdiction over the Sale Transaction and the property of the Debtors' estates, including the Purchased Assets, pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these Chapter 11 cases and the Sale Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Statutory and Rule Predicates.** The statutory and other legal predicates for the relief sought in the Sale Motion are Sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, 6006, 9007, and 9014, Local Rules 6004-1 and 6006-1, and the this District's Amended Guidelines for the Conduct of Asset Sales.

D. **Notice and Opportunity to Object.** As evidenced by the certificates of service filed with the Court, due, proper, timely, adequate, and sufficient notice of, and a fair and reasonable opportunity to object to and to be heard with respect to the Sale Motion, the Sale Hearing, the Sale Transaction, the sale of the Purchased Assets free and clear of any Interests or Claims (as defined herein), the Proposed Sale Order, and the assumption and assignment of the executory contracts and unexpired leases to be assumed and assigned to Buyer pursuant to this Sale Order, has been provided by the Debtors, as required by Sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014 and in compliance with the Bidding Procedures Order, to all Persons entitled to such notice, including, but not limited to, the following: (i) all counterparties to the Assumed Contracts (the "**Counterparties**" and, each, a "**Counterparty**"), (ii) all other Sale Notice Parties (as defined in the Sale Motion); and (iii) all other persons and entities as directed by the Bankruptcy Court. Such notice was good, sufficient, and appropriate under the circumstances, and complied in all respects with the Bidding Procedures Order. No other or further notice of the foregoing is required. With respect to Persons in interest

whose identities could not be reasonably ascertained by the Debtors, publication of the Sale Notice in the national edition of *USA Today* and in the *New York Times* on June [\_\_\_], 2022 (*see* Affidavit of Publication [Case No. \_\_\_ ECF No. [\_\_\_]]) was sufficient and reasonably calculated to provide notice to such Persons under the circumstances.

E. **Disclosures**. The disclosures made by the Debtors in the Sale Motion, the Sale Notice, and related notices and documents filed with the Court concerning the Purchase Agreement, the Bidding Procedures Order, the hearing to consider approval of the Sale Motion, the Sale Transaction, and the Sale Hearing were good, complete, and adequate.

F. **Final Order**. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

G. **Sound Business Purpose**. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of the Sale Motion, the Purchase Agreement, and the Sale Transaction and in entering into the Purchase Agreement and related or ancillary agreements thereto (collectively, the “**Related Agreements**”). The Debtors’ entry into and performance under the Purchase Agreement and the Related Agreements (i) are a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors’ business judgment consistent with their fiduciary duties; (ii) provide value to and are beneficial to the Debtors’ estates, and are in the best interests of the Debtors and their stakeholders; and (iii) are reasonable and appropriate under the circumstances. Business justifications for the Sale Transaction include, but are not limited to, the following: (a) the Purchase Agreement constitutes the highest and best offer received for the Purchased Assets; (b) the Purchase Agreement presents the best opportunity to maximize the value of the Purchased Assets on a going-concern basis and avoid decline and devaluation of the Purchased Assets; (c) unless the Sale Transaction and all of

the other transactions contemplated by the Purchase Agreement are concluded expeditiously, as provided for pursuant to the Purchase Agreement, recoveries to the Debtors' creditors may be materially diminished; (d) the value of the Debtors' estates will be maximized through the sale of the Purchased Assets pursuant to the Purchase Agreement; and (e) the Purchase Agreement presents the best opportunity for continued employment for a significant number of the Debtors' employees; and (f) the Purchase Agreement presents the best opportunity to maintain mobile service for the Debtors' customers.

H. **Compliance with Bidding Procedures.** The Bidding Procedures were substantively and procedurally fair to all parties. The Debtors, the Buyer, and their respective counsel and other advisors have complied with the Bidding Procedures and the Bidding Procedures Order in all material respects.

I. **Highest or Best Value.** The Debtors and their advisors engaged in a robust and extensive marketing and sale process over a period of over a year, both prior to the Commencement Date and through the postpetition sale process, pursuant to the Bidding Procedures and the Bidding Procedures Order. The Debtors conducted a fair and open sale process. The sale process, the Bidding Procedures were non-collusive, duly noticed, and provided a full, fair, and reasonable opportunity for any person or entity to make an offer to purchase the Purchased Assets. The process conducted by the Debtors and their advisors pursuant to the Bidding Procedures resulted in the highest or best value for the Purchased Assets for the Debtors and their estates, and any other available transaction would not have yielded as favorable an economic result for the Debtors' estates, creditors and other parties in interest.

J. **Fair Consideration.** The consideration to be paid by the Buyer under the Purchase Agreement (i) constitutes fair and reasonable consideration for the Purchased Assets, (ii) is the

highest and best offer for the Purchased Assets, (iii) will provide a greater recovery for the Debtors' estates and creditors than would be provided by any other practically available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and other laws of the United States, any state, territory, possession, the District of Columbia, or any other applicable jurisdiction with laws substantially similar to the foregoing.

K. **No Successor or Other Derivative Liability.** By consummating the Sale Transaction pursuant to the Purchase Agreement: (i) Buyer is not a mere continuation of any Seller or any other Debtor or any Debtor's estate, and there is no continuity, no common identity, and no continuity of enterprise between Buyer and any Debtor; (ii) Buyer is not a successor to any Debtor or any Debtor's estate by reason of any theory of law or equity, and the Sale Transaction does not amount to a consolidation, merger, or *de facto* merger of Buyer and the Debtors; and (iii) neither Buyer nor any of its successors, assigns, members, partners, principals, and shareholders (or equivalent) shall assume or in any way be responsible for any obligation or liability of any Debtor (or any Affiliates thereof) and/or any Debtor's estate, including any obligation under any collective bargaining agreement or labor practice agreement, except as expressly provided in the Purchase Agreement. The sale and transfer of the Purchased Assets to the Buyer, including the assumption by the Debtors and assignment, transfer, and/or sale to the Buyer of the Assumed Contracts, will not subject the Buyer to any liability (including any successor liability) with respect to the operation of the Debtors' business prior to the Closing or by reason of such transfer, except that, upon the Closing, the Buyer shall become liable for the applicable Assumed Liabilities.

L. **No Sub Rosa Plan.** The Sale Transaction neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization of the Debtors. The Sale Transaction does not constitute a *sub rosa* or *de facto* plan

of reorganization or liquidation as it does not propose to (i) impair or restructure existing debt of, or equity interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan proposed by the Debtors, (iii) circumvent Chapter 11 safeguards, such as those set forth in Sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests or extend debt maturities.

M. **Good Faith; No Collusion.** The Debtors, the Buyer, and their respective counsel and advisors, have negotiated, proposed, and entered into the Purchase Agreement, the Related Agreements, and each of the transactions contemplated therein in good faith, without collusion and from arm's-length bargaining positions. The Buyer is a "good faith purchaser" and is acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby. The Buyer has proceeded in good faith in all respects. Specifically, (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (ii) the Buyer complied with the provisions of the Bidding Procedures Order; (iii) the Buyer's bid was subjected to competitive Bidding Procedures as set forth in the Bidding Procedures Order; (iv) the Buyer has not violated Section 363(n) of the Bankruptcy Code by any action or inaction; and (v) all payments to be made by the Buyer and all other material agreements or arrangements entered into by the Buyer and the Debtors in connection with the Sale Transaction have been disclosed and are appropriate. The sale price in respect of the Purchased Assets was not controlled by any agreement among potential bidders and neither the Debtors nor the Buyer have engaged in collusion or any conduct that would cause or permit the Purchase Agreement to be avoided or costs and damages to be imposed under Section 363(n) of the Bankruptcy Code. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under laws of the United States,

any state, territory, or possession, or the District of Columbia. The Buyer is not an “insider” or “affiliate” of any of the Debtors, as those terms are defined in Section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders exists between the Buyer and the Debtors.

N. **Assumption and Assignment Notices.** As evidenced by the certificates of service filed with the Court, and in accordance with the provisions of the Bidding Procedures Order, the Debtors have served prior to the Sale Hearing Assumption and Assignment Notices, which provided notice of the Debtors’ intent to assume and assign the Assumed Contracts, including the Supplemental Contracts, and of the related proposed Cure Costs upon each Counterparty to the Assumed Contracts. The service of the Assumption and Assignment Notices was good, sufficient, and appropriate under the circumstances and no further notice need be given with respect to the Cure Costs for the assumption and assignment of the Assumed Contracts. All Counterparties have had a reasonable opportunity to object both to the Cure Costs listed on the applicable Assumption and Assignment Notice and to the assumption and assignment of the Assumed Contracts, including the Supplemental Contracts, to the Buyer. No defaults exist in the Debtors’ performance under the Assumed Contracts as of the date of this Sale Order other than the failure to pay the Cure Costs or defaults that are not required to be cured.

O. **Free and Clear Sale.** The Debtors may sell the Purchased Assets free and clear of all liens, claims (including those that constitute a “claim” as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, encumbrances, and other interests of any kind or nature whatsoever against the Debtors or the Purchased Assets, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability



claims, environmental liabilities, employee pension or benefit plan claims, multiemployer benefit plan claims, retiree healthcare or life insurance claims, or claims for Taxes of or against the Debtors, any claims under, and any derivative, vicarious, transferee or successor liability claims, rights or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession, or the District of Columbia), whether arising prior to or subsequent to the commencement of these Chapter 11 cases, whether known or unknown, and whether imposed by agreement, understanding, law, equity, or otherwise arising under or out of, in connection with, or in any way related to the Debtors, the Debtors' interests in the Purchased Assets, the operation of the Debtors' business before the effective time of the Closing pursuant to the Purchase Agreement, or the transfer of the Debtors' interests in the Purchased Assets to the Buyer, and all Excluded Liabilities (collectively, excluding any Assumed Liabilities, the "**Claims**"), because, in each case, one or more of the standards set forth in Section 363(f)(1)–(5) of the Bankruptcy Code have been satisfied; provided that nothing herein shall be deemed, or construed as, a ruling or determination by this Court that the Assumed Liabilities encumber the Purchased Assets. Without limiting the generality of the foregoing, "Claims" shall include any and all liabilities or obligations whatsoever arising under or out of, in connection with, or in any way relating to: (i) any of the employee benefit plans, including any Claims related to unpaid contributions or current or potential withdrawal or termination liability; (ii) any of the Debtors' collective bargaining agreements; (iii) the Worker Adjustment and Retraining Notification Act of 1988; or (iv) any of the Debtors' current and former employees. Those holders of Claims who did not object (or who ultimately withdrew their objections, if any) to the Sale Transaction or the Sale Motion are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code. Those holders of Claims who did object that have an interest in the Purchased

Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such Claim pursuant to Section 363(f)(5) or fall within one or more of the other subSections of Section 363(f) of the Bankruptcy Code and, therefore, are adequately protected by having their Claims that constitute interests in the Purchased Assets, if any, attach solely to the proceeds of the Sale Transaction ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force, and effect that such holders had prior to the Sale Transaction, subject to any defenses of the Debtors.

P. **Buyer's Reliance on Free and Clear Sale.** The Buyer would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby if the sale of the Purchased Assets was not free and clear of all Interests and Claims, or if the Buyer would, or in the future could, be liable for any such Interests or Claims, including, as applicable, certain liabilities related to the Business that will not be assumed by the Buyer, as described in the Purchase Agreement. A sale of the Purchased Assets other than one free and clear of all Interests and Claims would adversely impact the Debtors, their estates, and their creditors, and would yield substantially less value for the Debtors' estates, with less certainty than provided under the Sale Transaction.

Q. The total consideration to be provided under the Purchase Agreement reflects the Buyer's reliance on this Sale Order to provide it, pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, with title to and possession of the Purchased Assets free and clear of all Interests and Claims (including, without limitation, any potential derivative, vicarious, transferee, or successor liability Interests or Claims).

R. **Assumption and Assignment of Assumed Contracts.** The assumption and assignment of the Assumed Contracts are integral to the Purchase Agreement, are in the best

interests of the Debtors and their estates, and represent the valid and reasonable exercise of the Debtors' sound business judgment. Specifically, the assumption and assignment of the Assumed Contracts (i) is necessary to sell the Purchased Assets to the Buyer, (ii) allows the Debtors to sell their business to the Buyer as a going concern, (iii) limits the losses suffered by counterparties to the Assumed Contracts, and (iv) maximizes the recoveries to other creditors of the Debtors by avoiding claims against the Debtors' estates that would arise from the Debtors' rejection of the Assumed Contracts. Any Counterparty to any Transferred Contract, including any Supplemental Contract, that has not actually filed with the Court an objection to such assumption or to such assignment as of the date specified in the Bidding Procedures Order (as such date may have been modified or extended in accordance with the terms of the Bidding Procedures Order) is deemed to have consented to such assumption and assignment.

S. **Adequate Assurance of Future Performance.** Counterparties to Assumed Contracts, including the Supplemental Contracts, were provided with notice and adequate assurance of future performance for the Buyer (*see* Affidavit of Service (ECF No. [ ])) and were required to file any objections to Buyer's ability to provide adequate assurance of future performance as contemplated under Sections 365(b)(1)(C) and 365(f)(1) of the Bankruptcy Code ("**Adequate Assurance Objections**"), by established deadlines. Counterparties to Assumed Contracts, including the Supplemental Contracts, that failed to timely file an Adequate Assurance Objection are forever barred from objecting to the assumption and assignment of such Assumed Contracts. Based on evidence adduced at the hearing and based on the record in these Chapter 11 cases, to the extent necessary, the Debtors have satisfied the requirements of Section 365 of the Bankruptcy Code, including Sections 365(b)(1)(A), 365(b)(1)(B), 365(b)(1)(C), and 365(f) of the Bankruptcy Code, in connection with the sale and assumption and assignment of the Assumed

Contracts to the extent provided under the Purchase Agreement and (i) Buyer will cure, in accordance with the terms set forth in this Sale Order and the Purchase Agreement, any default existing prior to the date of the assumption the applicable Transferred Contract, within the meaning of Section 365(b)(1)(A) of the Bankruptcy Code; (ii) Sellers have provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Contracts, within the meaning of Section 365(b)(1)(B) of the Bankruptcy Code; (iii) Buyer has provided adequate assurance of future performance of and under the Assumed Contracts, within the meaning of Sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code based on the Buyer Declaration and the other evidence adduced at the Sale Hearing. With respect to each of the Assumed Contracts, the Debtors have met all applicable requirements of Section 365(b) of the Bankruptcy Code. Accordingly, the Assumed Contracts may be assumed by the Debtors and assigned to the Buyer as provided under the Purchase Agreement. The assumption and assignment of each Transferred Contract is approved notwithstanding any provision in such Transferred Contract or other restrictions prohibiting its assignment or transfer. The applicable Assumption and Assignment Notice(s) provided by the Debtors is also sufficient to advise the non-Debtor counterparties to the Assumed Contracts that, pursuant to the Purchase Agreement, the Buyer's decision on which executory contracts and unexpired leases will be assumed and assigned may not be made until immediately prior to the Closing.

T. **Validity of Transfer.** As of the Closing and payment of the Purchase Price, the transfer of the Purchased Assets to the Buyer will be a legal, valid, and effective transfer of the Purchased Assets, and will vest the Buyer with all right, title, and interest of the Debtors in and to the Purchased Assets, free and clear of all Claims. The consummation of the Sale Transaction is

legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code and all of the applicable requirements of such Sections have been complied with in respect of the Sale Transaction.

U. The Debtors (i) have full corporate or limited liability company (as applicable) power and authority to execute the Purchase Agreement, the Related Agreements, all other documents contemplated thereby, and the Sale Transaction has been duly and validly authorized by all necessary corporate action of the Debtors, (ii) have all of the corporate or limited liability company (as applicable) power and authority necessary to consummate the transactions contemplated by the Purchase Agreement and the Related Agreements; and (iii) upon entry of this Sale Order, other than any consents identified in the Purchase Agreement (including with respect to antitrust matters), need no consent or approval from any other Person to consummate the Sale Transaction.

V. **Purchased Assets are Property of the Estates.** The Purchased Assets constitute property of, and good title is vested in, the Debtors' estates within the meaning of Section 541(a) of the Bankruptcy Code. The Debtors are the sole and rightful owners of the Purchased Assets with all right, title, and interest to transfer and convey the Purchased Assets to the Buyer, and no other Person has any ownership right, title, or interests therein.

W. **Valid and Binding Contract.** The Purchase Agreement is a valid and binding contract between the Debtors and the Buyer and shall be enforceable pursuant to its terms. The Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors and any Chapter 7

or Chapter 11 trustee appointed in these Chapter 11 cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person.

X. Other than claims arising under the Purchase Agreement, the Debtors agree and acknowledge that they have no claims against the Buyer.

Y. **Waiver of Bankruptcy Rules 6004(h) and 6006(d)**. Based on the record at the Sale Hearing, and for the reasons stated on the record at the Sale Hearing, the sale of the Purchased Assets must be approved and consummated promptly in order to preserve the value of the Purchased Assets. Therefore, time is of the essence in consummating the Sale Transaction, and the Debtors and the Buyer intend to close the Sale Transaction as soon as reasonably practicable. The Debtors have demonstrated compelling circumstances and good, sufficient, and sound business purposes and justifications for the immediate approval and consummation of the Sale Transaction as contemplated by the Purchase Agreement. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d) with regards to the transactions contemplated by this Sale Order.

Z. **Personally Identifiable Information**. As contemplated in the Purchase Agreement, and subject to the terms of this Sale Order, the sale to the Buyer under the Purchase Agreement of any personally identifiable information (as such term is defined in section 101(41A) of the Bankruptcy Code) (“**PII**”) is consistent with the privacy policy of the Debtors in effect on the date of commencement of these Chapter 11 cases (the “**Privacy Policy**”). Moreover, the Buyer has agreed to adhere to the Privacy Policy. The contemplated transaction satisfies the requirements of Section 363(b)(1) with respect to PII.

AA. **Single Integrated Transaction**. The Purchase Agreement and Sale Transaction must be approved and the Closing must occur to preserve the value of the Debtors’ assets. Entry

of this Sale Order approving the Purchase Agreement and all provisions thereof is a necessary condition precedent to Buyer consummating the Sale Transaction. The transactions contemplated by the Purchase Agreement are inextricably linked technically and economically and collectively constitute a single, integrated transaction.

BB. **Legal and Factual Bases.** The legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein.

**NOW, THEREFORE, IT IS ORDERED THAT:**

1. **Sale Motion is Granted.** The Sale Motion and the relief requested therein (to the extent not previously granted by this Court pursuant to the Bidding Procedures Order or otherwise) is granted and approved as set forth herein.

2. **Objections Overruled.** All objections (except for Cure Objections, if any, that have been adjourned, solely to the extent such objections relate to any asserted cure or adequate assurance obligations pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code), if any, to the Sale Motion or the relief requested therein that have not been withdrawn with prejudice, waived, or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits with prejudice.

3. **Notice.** Notice of the Sale Motion, the Bidding Procedures, the Sale Hearing, the Sale Transaction, the sale of the Purchased Assets free and clear of any Interests or Claims, the assumption and assignment of the Assumed Contracts, and the Proposed Sale Order was adequate, reasonable, appropriate, and equitable under the circumstances and complied in all respects with Section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and all applicable Local Bankruptcy Rules.

4. **Fair Purchase Price.** The consideration provided by the Buyer pursuant to the Purchase Agreement (a) is fair and adequate; (b) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and similar laws); and (c) will provide an equal or greater recovery for the Debtors' creditors than would be provided by any other reasonably practicable available alternative.

5. **Approval of Purchase Agreement.** The Purchase Agreement and all transactions contemplated therein (including, but not limited to, all Related Agreements contemplated thereby), and all of the terms and conditions thereof, are hereby approved as a valid exercise of the Debtors' business judgment. Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code, the Debtors are authorized to perform under and make all payments required by the Purchase Agreement and all Related Agreements as and when due thereunder without further order of the Court. The failure specifically to include any particular provision of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement (including, but not limited to, all Related Agreements contemplated thereby) be authorized and approved in its entirety.

**Sale and Transfer of Purchased Assets**

6. Pursuant to Sections 105(a), 363(b), and 365 of the Bankruptcy Code, the Debtors, acting by and through their existing agents, representatives and officers, are authorized and empowered, without further order of the Court, to take any and all actions necessary or appropriate to: (i) consummate and close the Sale Transaction pursuant to and in accordance with the terms and conditions of the Purchase Agreement; (ii) transfer and assign all right, title, and interest in and to all Purchased Assets, property, licenses, and rights to be conveyed in accordance with the



terms and conditions of the Purchase Agreement; and (iii) execute and deliver, perform under, consummate, and implement the Purchase Agreement and all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale Transaction, including any Related Agreements, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement and such other ancillary documents. The Purchased Assets shall be transferred to the Buyer, and upon the Closing, such transfer shall (a) be valid, legal, binding, and effective; and (b) vest the Buyer with all right, title, and interest of the Debtors in and to the Purchased Assets.

7. All Persons that are currently in possession of any or all of the Purchased Assets are hereby directed to surrender possession of such Purchased Assets to the Buyer at Closing. To the extent required by the Purchase Agreement, the Debtors agree to exercise commercially reasonable efforts to assist the Buyer in assuring that all Persons that are presently, or on the Closing Date may be, in possession of any or all of such Purchased Assets will surrender possession of the Purchased Assets to either (a) the Debtors before the Closing Date, or (b) the Buyer on or after the Closing Date.

8. All Persons are prohibited from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Purchased Assets to the Buyer in accordance with the Purchase Agreement and this Sale Order; provided that the foregoing restriction shall not prevent any party from appealing this Sale Order in accordance with applicable law or opposing any appeal of this Sale Order.

9. Each and every any federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental

entity is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

10. To the maximum extent available under applicable law, and to the extent provided for under the Purchase Agreement, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, application, and governmental authorization or approval of the Debtors with respect to the Purchased Assets for a reasonable period of time pending Buyer's obtaining of any licenses, permits, registrations, applications, and/or governmental authorizations or approvals in its own name. To the maximum extent available under applicable law, and to the extent provided for under the Purchase Agreement, all such licenses, permits, registrations, applications, and governmental authorizations and approvals are deemed to have been transferred to the Buyer as of the Closing Date and shall remain in place for the Buyer's benefit until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable administrative procedures. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to Buyer on account of the filing or pendency of these Chapter 11 cases or the consummation of the Sale Transaction.

11. On the Closing Date, this Sale Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Purchased Assets under the Purchase Agreement or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in and to all of the Purchased Assets to the Buyer.

**Transfer of Assets Free and Clear**

12. Pursuant to Sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, upon the Closing Date and pursuant to and except as otherwise set forth in the Purchase

Agreement, the Purchased Assets shall be transferred to Buyer free and clear of all encumbrances, claims (as defined in section 101(5) of the Bankruptcy Code), interests, and liens, including the Excluded Liabilities, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, options, deeds of trust, security interests, possessory interests (including those under section 365(h) of the Bankruptcy Code), other interests, conditional sale or other title retention agreements, pledges, and other liens (including mechanics', materialman's, and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, including any pension liabilities, retiree medical benefit liabilities, liabilities related to the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), liabilities related to the Internal Revenue Code, or any other liability relating to Debtors' current and former employees, including any liabilities under any collective bargaining agreement or labor practice agreement, retiree healthcare or life insurance claims or claims for Taxes of or against the Debtors (except as otherwise provided for in the Purchase Agreement), and any derivative, vicarious, transferee or successor liability claims, rights or causes of action (whether in law or in equity, under any law, statute, rule, or regulation of the United States, any state, territory, or possession thereof or the District of Columbia), whether arising prior to or subsequent to the Commencement Date, of the Debtors or any of the Debtors' predecessors or Affiliates, claims, whether known or unknown, choate or inchoate, filed or unfiled,

scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (other than Assumed Liabilities and Permitted Liens) (collectively, the **“Interests or Claims”**), with all such Interests or Claims to attach to the cash proceeds of the Sale Transaction in the order of their priority, with the same validity, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses the Debtors may possess with respect thereto. Without limiting the generality of the foregoing, “Interests or Claims” shall include any and all liabilities or obligations whatsoever arising under or out of, in connection with, or in any way relating to (in each case, other than Assumed Liabilities and Permitted Liens) (a) any labor agreements or any of the employee benefit plans, including any Interests or Claims related to unpaid contributions or current or potential withdrawal or termination liability; (b) any of the Debtors’ collective bargaining agreements; (c) the Worker Adjustment and Retraining Notification Act of 1988, as amended, or other comparable state or local law; and (d) any of the Debtors’ current and former employees.

13. Those holders of Interests or Claims who did not object (or who ultimately withdrew their objections, if any) to the Sale Transaction are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests or Claims who did object that have an interest in the Purchased Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest or Claim pursuant to section 363(f)(5) or fall within one or more of the other subSections of section 363(f) of the Bankruptcy Code and are therefore

adequately protected by having their Interests or Claims that constitute interests in the Purchased Assets, if any, attach solely to the proceeds of the Sale Transaction ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force, and effect that such holders had prior to the Sale Transaction, subject to any defenses of the Debtors. Nothing herein shall be deemed or construed as a ruling or determination by this Court that the Assumed Liabilities encumber the Purchased Assets.

14. Except to the extent included in Assumed Liabilities or Permitted Liens, or to enforce the Purchase Agreement, all persons and entities (and their respective successors and assigns), including all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, governmental units, lenders, parties to executory contracts and unexpired leases, contract Counterparties, customers, licensors, litigation claimants, employees and former employees, dealers and sale representatives, pension plans, labor unions, trade creditors, and any other creditors holding Interests or Claims against the Debtors or the Purchased Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Chapter 11 cases, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtors, the transfer of the Purchased Assets to Buyer, or the Purchased Assets or the Debtors' businesses prior to the Closing Date, hereby are forever barred, estopped, and permanently enjoined from asserting any Interests or Claims relating to the Purchased Assets or the transfer of the Purchased Assets against Buyer or its successors, designees, assigns, or property, or the Purchased Assets transferred to Buyer, including, without limitation, taking any of the following actions with respect to or based on any Interest or Claim relating to the Purchased Assets

or the transfer of the Purchased Assets to Buyer (other than Assumed Liabilities): (a) commencing or continuing in any manner any action or other proceeding against Buyer or its successors or assigns, assets or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against Buyer or its successors or assigns, assets, or properties; (c) creating, perfecting, or enforcing any Interest or Claims against Buyer, its successors or assigns, assets or properties; (d) asserting an Interest or Claims as a setoff, right of subrogation, or recoupment of any kind against any obligation due Buyer or its successors or assigns; (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Sale Order or the agreements or actions contemplated or taken in respect thereof; or (f) interfering with, preventing, restricting, prohibiting, or otherwise enjoining the consummation of the Sale Transaction. No such persons or entities shall assert or pursue against Buyer or its successors or assigns any such Interest or Claim.

15. This Sale Order (a) shall be effective as a determination that, as of the Closing, all Interests or Claims have been unconditionally released, discharged, and terminated as to the Buyer and the Purchased Assets, and that the conveyances and transfers described herein have been effected; and (b) is and shall be binding upon and govern the acts of all Persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of federal, state, county, and local officials, and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments that reflect that the Buyer is the assignee and owner of the Purchased Assets free and clear of all Interests or Claims, or who may be required to report or insure any title or state of title in or to any lease (all such entities being referred to as “**Recording Officers**”). All

Recording Officers are authorized and specifically directed to strike recorded encumbrances, claims, liens, and other interests against the Purchased Assets recorded prior to the date of this Sale Order. A certified copy of this Sale Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded encumbrances, claims, liens, and other interests against the Purchased Assets recorded prior to the date of this Sale Order. All Recording Officers are hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement and Related Agreements.

16. As of and after the Closing, (a) each of the Debtors' creditors is hereby authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests or Claims in the Purchased Assets (if any) as such Interests or Claims may have been recorded or may otherwise exist; and (b) any Purchased Asset that may be subject to a statutory or mechanic's lien shall be turned over and such liens shall attach to the proceeds of the Sale Transaction in the same priority they currently enjoy with respect to the Purchased Asset.

17. Following the Closing, no holder of any Interest or Claim shall interfere with the Purchaser's title to or quiet use and enjoyment of the Purchased Assets based on or related to any such Interest or Claim or based on any actions the Debtors may take in these Chapter 11 cases.

**No Successor or Other Derivative Liability**

18. Buyer and its successors and assigns, members, partners, principals, and shareholders (or equivalent) are not and shall not be deemed or considered to (a) be a legal successor, or otherwise be deemed a successor to any of the Debtors or their estates; (b) have, *de facto* or otherwise, merged with or into any of the Debtors or their estates; (c) have a common identity with the Debtors; (d) have a continuity of enterprise with the Debtors; or (e) be a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of

the Debtors or their respective estates, businesses, or operations, in each case, by any law or equity, and the Buyer has neither assumed nor is it in any way responsible for any liability or obligation of the Debtors or the Debtors' estates, except with respect to the Assumed Liabilities. Except as expressly set forth in the Purchase Agreement, the Buyer and its respective successors and assigns, members, partners, principals and shareholders (or equivalent) shall have no (i) liability or responsibility for any Claim against the Debtors; (ii) liability or responsibility with respect to any Interests or Claims or Excluded Liability and shall not be required to satisfy the same in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly; or (iii) successor, transferee, or vicarious liability of any kind or character, including, without limitation, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee or transferee liability, labor, product liability, employment, *de facto* merger, substantial continuity, or other law, rule, regulation, or doctrine, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, without limitation, liabilities on account of any Taxes or other Governmental Authority fees, contributions, or surcharges, in each case, arising, accruing, or payable under, out of, in connection with, or in any way relating to, the operation of the Purchased Assets prior to the Closing Date or arising based on actions of the Debtors or their Affiliates taken after the Closing Date

19. Notwithstanding any provision of this Order to the contrary, the Debtors' Privacy Policy shall remain in effect, and Buyer will continue to adhere to the terms and provisions of such policy.



20. Without limiting the effect or scope of the foregoing, as of the Closing (except as expressly set forth in the Purchase Agreement), the Buyer and its affiliates, members, successors, and assigns shall have no liability for any Interest, Claim, or Excluded Liabilities, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether derivatively, vicariously, as a transferee or successor or otherwise, of any kind, nature, or character whatsoever, by reason of any theory of law or equity, including, without limitation, Interests or Claims arising under (a) any employment or labor agreements, including without limitation, any Affected Labor Agreement or the termination thereof; (b) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of or related to any of the Debtors or any Debtor's affiliates or predecessors or any current or former employees of any of the foregoing, including, without limitation, the Employee Benefit Plans and any participation or other agreements related to the Employee Benefit Plans, or the termination of any of the foregoing; (c) the Debtors' business operations or the cessation thereof; (d) any litigation involving one or more of the Debtors; and (e) any employee, workers' compensation, occupational disease, or unemployment or temporary disability related law, including, without limitation, claims that might otherwise arise under or pursuant to (i) ERISA, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, as amended, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Notification Act of 1988, (vii) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, (x) the Multiemployer Pension Plan Amendments Act of 1980, (xi) state and local discrimination laws, (xii) state and local unemployment compensation

laws or any other similar state and local laws, (xiii) state workers' compensation laws, (xiv) any other state, local, or federal employee benefit laws, regulations, or rules relating to, wages, benefits, employment, or termination of employment with any of the Debtors or their predecessors; (xv) any antitrust laws; (xvi) any product liability or similar laws, whether state, federal, or otherwise; (xvii) any environmental laws, rules, or regulations, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or similar state statutes; (xviii) any bulk sales or similar laws; (xix) any federal, state, or local tax statutes, regulations, or ordinances, including, without limitation, the Internal Revenue Code; and (xx) any common law doctrine of *de facto* merger or successor or transferee liability, successor-in-interest liability theory, or any other theory of or related to successor liability, in each case whether known or unknown as of the Closing, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to, the operation of the Purchased Assets prior to each applicable Closing Date or arising based on actions of the Debtors taken after each applicable Closing Date.

**Assumption and Assignment of Assumed Contracts**

21. Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Closing Date, Sellers' assumption and assignment to Buyer, and Buyer's assumption on the terms set forth in the Purchase Agreement of the Assumed Contracts (including, for the avoidance of doubt, any Supplemental Contracts included on a Supplemental Assumption and Assignment Notice) is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied, subject to resolution of pending objections as provided in the Bidding Procedures Order.

22. Subject to and condition upon the occurrence of the Closing Date, the Debtors are hereby authorized, in accordance with Sections 105(a), 363, and 365 of the Bankruptcy Code, to assume and assign the Assumed Contracts to the Buyer free and clear of all Interests and Claims (including all Excluded Liabilities), and to execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Buyer as provided in the Purchase Agreement.

23. Upon the Closing, the Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtors in and to the Assumed Contracts and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assumed Contracts. The Buyer acknowledges and agrees that from and after the Closing, subject to and in accordance with the Purchase Agreement, it shall comply with the terms of each assumed and assigned Transferred Contract in their entirety, including any indemnification obligations expressly contained in such Transferred Contract that could arise as a result of events or omissions that occur from and after the Closing, unless any such provisions are not enforceable pursuant to the terms of this Sale Order. The assumption by the Debtors and assignment to the Buyer of a Transferred Contract shall not be, or result in, a default under any such Transferred Contract or constitute a termination of any such Transferred Contract.

24. Buyer has provided adequate assurance of future performance for the Assumed Contracts within the meaning of Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

25. All Cure Costs shall be determined in accordance with the Bidding Procedures Order and paid in cash by the Buyer in accordance with the terms of the Purchase Agreement after the Closing. Notwithstanding any provision of this Order to the contrary, objections not resolved by the Closing date shall be resolved as set forth in the Bidding Procedures Order. Notwithstanding

the existence of an objection as of the Closing date, if the Buyer maintains a cash reserve in the lesser amount of (1) the amount asserted by an objecting Counterparty to be the correct Cure Cost, or (2) an amount set by this Court, then the affected Contract or Lease shall be provisionally assumed and assigned to the Buyer pending resolution of the objection through agreement of the parties or by Court order.

26. Payment of the Cure Costs by the Buyer shall (a) be in full satisfaction and cure of any and all defaults under the Assumed Contracts, whether monetary or non-monetary, and (b) compensate the Counterparties for any actual pecuniary loss resulting from such defaults. Each Counterparty shall be forever barred, estopped, and permanently enjoined from asserting against the Debtors or the Buyer, their respective affiliates, successors, or assigns, or the property of any of them, any assignment fee, rent acceleration, rent increase on account of assignment, default, breach, claim, pecuniary loss, or condition to assignment arising under or related to the Assumed Contracts, existing as of the date that such Assumed Contracts are assumed or arising by reason of the Closing. Nothing in this Sale Order shall affect the rights of the Buyer, to the extent such rights are provided in the Purchase Agreement, to add or remove any Assumed Contracts to or from the list of Assumed Contracts set forth in the Purchase Agreement up to 14 days after the Closing in accordance with the terms thereof.

27. The Cure Costs for the Assumed Contracts, including the Supplemental Contracts, for which no timely Cure Objection was filed are hereby fixed at the amounts set forth on the applicable Assumption and Assignment Notices, and Counterparties to such Assumed Contracts are forever bound by such Cure Costs. Pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, Sellers or the Buyer shall pay to the applicable Counterparty the Cure Costs relating to any Assumed Contracts for which no timely Cure Objection was filed on the Closing

Date in accordance with the Purchase Agreement. Upon payment of such Cure Costs as provided for herein, the Counterparties to such Assumed Contracts are hereby enjoined from taking any action against the Debtors and the Debtors' estates (and any respective successor entity), the Buyer or the Purchased Assets with respect to any Claim for cure.

28. To the extent not resolved prior to entry of this Sale Order, the Debtors or the Buyer shall maintain a cash reserve for any timely Cure Objection (the "**Cure Cost Reserve**") filed with respect to a Transferred Contract, including any Supplemental Contract, equal to the lesser of (a) the amount the objecting Counterparty has asserted to be required to cure the asserted defaults under the applicable Transferred Contract, and (b) such other cash reserve amount as may be ordered by the Court, until a Cure Cost amount is agreed to by the parties or determined by the Court. The resolution of Cure Objections for Assumed Contracts shall be adjourned to a date undetermined until scheduled for hearing by the Debtors on at least twenty (20) days' notice to the Counterparty. Upon resolution of a Cure Objection, the Cure Cost Reserve shall be reduced as appropriate, and such available cash shall be applied to the Obligations in accordance with the terms of the DIP Orders.

29. Pursuant to Sections 365(f)(1) and (3), the Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, including all obligations of the Buyer as the assignee of the Assumed Contracts, notwithstanding any provision in any Transferred Contract or under applicable law (including, without limitation, those of the type described in Sections 365(e)(1) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer.

30. Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code, all Counterparties are forever barred and permanently enjoined from raising or asserting against the

Debtors and the Debtors' estates (and any respective successor entity) or the Buyer any defaults, cross-defaults, breach, claim, pecuniary loss, rent accelerations, escalations, rent increase, assignment fees, increases or any other fees charged to the Buyer or the Debtors existing as of the date of assumption of the Assumed Contracts or as a result of the assumption or assignment of the Assumed Contracts on the Closing Date. For the avoidance of doubt, and without limiting the generality of the foregoing, any provision in a Transferred Contract, any other document, or under applicable law that prohibits, restricts or otherwise impairs assignment of the Assumed Contracts or the Buyer's ability to operate the Purchased Assets is hereby void and of no force or effect, including any provision that (a) requires any or all of the proceeds from the assignment of such Transferred Contract be paid to or shared with the applicable Counterparty or distributed in a manner inconsistent with the terms of the Purchase Agreement, an agreement between the Debtors and the Buyer to assume and assign the Transferred Contract, or the intent of the Debtors and the Buyer with respect to the distribution of such proceeds; (b) terminates any extension option rights or any other rights of the Buyer under such Transferred Contract; (c) cross-defaults to or from any other lease or executory contract that is not a Transferred Contract; (d) restricts the Buyer's operation of the Purchased Assets; or (e) requires a Counterparty's consent prior to assignment of the Transferred Contract to the Buyer.

31. Upon the Debtors' assignment of Assumed Contracts to the Buyer under the provisions of this Sale Order, no default shall exist under any Assumed Contracts, and no Counterparty to any Assumed Contracts shall be permitted to declare a default by any Debtor or the Buyer or otherwise take action against the Buyer as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Transferred Contract. Any provision in a Transferred Contract, other document, or under applicable law that prohibits or

conditions the assignment or sublease of such Transferred Contract (including without limitation, the granting of a lien therein) or allows the relevant Counterparty to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon such assignment or sublease, constitutes an unenforceable anti-assignment provision that is void and of no force or effect. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Transferred Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Buyer's rights to enforce every term and condition of the Transferred Contract. Any party having the right to consent to the assumption or assignment of any Assumed Contracts that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

32. **Statutory Mootness.** The transactions contemplated by the Purchase Agreement and Related Agreements are undertaken by the Buyer without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein of the Sale Transaction shall neither affect the validity of the Sale Transaction nor the transfer of the Purchased Assets or the assignment of Assumed Contracts to the Buyer, free and clear of Interests or Claims, unless such authorization is duly stayed before the Closing Date pending such appeal. The Buyer is a good faith purchaser of the Purchased Assets and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. The Debtors and the Buyer will be acting in good faith if they proceed to consummate the Sale Transaction at any time after entry of this Sale Order.

33. **No Avoidance of Purchase Agreement.** Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement or Related Agreements to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code.

Accordingly, the Purchase Agreement, Related Agreements, and the Sale Transaction shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Purchase Agreement, Related Agreements, or the Sale Transaction.

34. **Waiver of Bankruptcy Rules 6004(h), 6006(d), and 7062.** Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d), 7062, or any applicable provisions of the Local Rules, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence in closing the Sale Transaction and the Debtors and the Buyer may close the Sale Transaction as soon as practicable. Any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay within the time prescribed by law and prior to the Closing Date, or risk its appeal being foreclosed as moot.

35. **Personally Identifiable Information.** The Buyer is directed to adhere to the Debtors' policies disclosed to individuals prohibiting the transfer of personally identifiable information concerning individuals to persons unaffiliated with the Debtors, as such policies existed on the Petition Date, to the extent not modified subsequently in accordance with those policies.

36. **Binding Effect of Sale Order.** The terms and provisions of the Purchase Agreement and this Sale Order shall be binding in all respects upon the Debtors, their estates, and their creditors, all holders of equity interests in the Debtors, all holders of any Interests or Claims (whether known or unknown) against any Debtor, any holders of Interests or Claims against, or on all or any portion of, the Purchased Assets, all Counterparties (including any collective bargaining



agreement or labor agreement), Buyer and all successors and assigns of Buyer, leaseholders, governmental units, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in any of these Chapter 11 cases or upon a conversion to Chapter 7 under the Bankruptcy Code of these Chapter 11 cases. The terms and provisions of the Purchase Agreement and this Sale Order shall inure to the benefit of the Debtors, their estates and their creditors, the Buyer, and its respective affiliates, successors, and assigns.

37. **Conflicts; Precedence.** In the event that there is a direct conflict between the terms of this Sale Order, the Purchase Agreement, or any documents executed in connection therewith, the provisions contained in this Sale Order, the Purchase Agreement, any documents executed in connection therewith shall govern, in that order. Nothing contained in any Chapter 11 plan hereinafter confirmed in these Chapter 11 cases, any order confirming such plan, or in any other order of any type or kind entered in these Chapter 11 cases (including, without limitation, any order entered after any conversion of any or all of these Chapter 11 cases to cases under Chapter 7 of the Bankruptcy Code) or in any related proceeding shall alter or derogate from the provisions of the Purchase Agreement or the terms of this Sale Order. For the avoidance of doubt, nothing herein shall modify, alter, impair, or otherwise affect any of the provisions of the DIP Order or the DIP Documents, or the rights or remedies of the DIP Agent or the DIP Lenders under the DIP Documents (each as defined in the DIP Order) except with respect to the Purchased Assets.

38. **Modification of Purchase Agreement.** The Purchase Agreement, the Related Agreements, and any other related agreements, documents, or other instruments executed in connection therewith, may be modified, amended, or supplemented by the parties thereto, in a writing signed by each party, and in accordance with the terms thereof, without further order of the Court; provided that any such modification, amendment, or supplement shall not materially

change the terms of the Purchase Agreement, Related Agreements, or any documents or other instruments executed in connection therewith. The Debtors shall provide the Consultation Parties with prior notice of any such modification, amendment, or supplement of the Purchase Agreement, and shall consult with the Consultation Parties with respect thereto. For the avoidance of doubt, all material modifications, amendments, or supplements that have a material or an adverse effect on the Debtors' estates or their creditors shall require Court approval and the reasonable consent of the DIP Agents (acting at the direction of the DIP Lenders).

39. **Bulk Sales; Taxes.** No bulk sales law, bulk transfer law, or similar law of any state or other jurisdiction (including those relating to Taxes other than Transfer Taxes) shall apply in any way to the transactions contemplated by the Purchase Agreement, the Related Agreements, the Sale Motion, or this Sale Order. Except as otherwise expressly provided in the Purchase Agreement, all obligations of the Debtors relating to Taxes, whether arising under any law, by the Purchase Agreement, or otherwise, shall be the obligation of the Debtors.

40. **Transferred Contract Prorations.** To the extent not previously paid by the Debtors, upon the Closing, the Buyer shall become responsible for any accruing but unbilled charges relating to year-end reconciliations under the Assumed Contracts that are billed to the Buyer by the applicable Counterparty subsequent to the Closing.

41. **Retention of Jurisdiction.** This Court shall retain exclusive jurisdiction to, among other things, interpret, enforce, and implement the terms and provisions of this Sale Order and the Purchase Agreement, all amendments thereto, and any waivers and consents thereunder (and of each of the agreements executed in connection therewith) to adjudicate disputes related to this Sale Order or the Purchase Agreement (and such other related agreements, documents, or other instruments) and to enforce the injunctions set forth herein.

Dated: \_\_\_\_\_, 2022  
New York, New York

---

UNITED STATES BANKRUPTCY JUDGE

**Exhibit A**

**APPROVED PURCHASE AGREEMENT**

**Annex II**

**Form of Bill of Sale**

[Attached.]

## BILL OF SALE

This Bill of Sale (the “Bill of Sale”) is entered into this [\_\_\_\_], 2022, by and among Pareteum Corporation, a Delaware corporation (“Parent”), Pareteum North America Corp., a Delaware corporation (“Pareteum NA”), Devicescape Holdings, Inc., a Delaware corporation (“Devicescape”), iPass, Inc., a Delaware corporation (“iPass”), iPass IP LLC, a Delaware corporation (“iPass IP”), Pareteum Europe B.V., a Netherlands private limited company (“Pareteum Europe” and, together with Parent, Pareteum NA, Devicescape, iPass, and iPass IP, collectively, the “Borrower Sellers”), Artilium Group Ltd., an England, UK, private limited company (“Artilium Group”), Pareteum B.V., a Netherlands private limited company (“BV”), Pareteum N.V., a Belgian private limited company (“NV”), and Pareteum Asia Pte. Ltd., a Singapore private limited company (“Pareteum Asia” and, together with the Artilium Group, BV, NV and the Borrower Sellers, each a “Seller” and, collectively, the “Sellers”), and **[Circles MVNE Pte. Ltd., a Singapore private limited company (“Purchaser”)] [Channel Ventures Group, LLC, a Delaware limited liability company (“Purchaser”)]**. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the APA (as hereinafter defined).

WHEREAS, the Sellers, **[Circles MVNE Pte. Ltd., a Singapore private limited company] [Channel Ventures Group, LLC, a Delaware limited liability company]** and the Purchaser, entered into that certain Asset Purchase Agreement, dated as of May 15, 2022 (the “APA”) which provides, among other things, for the assignment by the Sellers to the Purchaser the [Circles] [CVG] Purchased Assets.

NOW, THEREFORE, in consideration of the mutual promises contained in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Sellers and the Purchaser, and subject to the terms and conditions of the APA:

1. Each Seller hereby assigns, transfers and conveys to the Purchaser all of its right, title and interest in and to the **[Circles] [CVG] Purchased Assets**.

2. This Bill of Sale shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

3. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the APA. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the APA, the APA shall govern.

4. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York (without application of principles of conflict of laws). In connection with any controversy arising out of or related to this Bill of Sale, each Seller and Purchaser hereby irrevocably consents to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Court declines or may not accept jurisdiction over a particular matter, the United States District Court for the Southern District of New York, or if, and only if, the United States District Court for the Southern District of New York declines or may not accept jurisdiction over a particular matter, the courts of the State of New York. Each of the Sellers and Purchaser

irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Agreement brought in the aforementioned courts. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS SUBSIDIARIES AND AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic mail shall be deemed originals for purposes of this Bill of Sale.

*[Signature Page Follows]*

The Parties have each caused its authorized representative to execute this Bill of Sale as of the day and year first above written.

**SELLERS:**

PARETEUM CORPORATION, a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PARETEUM NORTH AMERICA CORP., a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DEVICESCAPE HOLDINGS, INC., a Delaware  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IPASS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IPASS IP LLC, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



PARETEUM EUROPE B.V., a Netherlands  
private limited company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ARTILIUM GROUP LTD., a United Kingdom  
private limited company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

**[CHANNEL VENTURES GROUP, LLC, a  
Delaware limited liability company**

**By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_]**

**[CIRCLES MVNE PTE. LTD., a [Singapore  
private limited company**

**By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_]**

**Annex IV**

**Form of Intellectual Property Assignment Agreement**

[Attached.]

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Assignment”) is made as of May 15, 2022 (the “Effective Date”), between Pareteum Corporation, a Delaware corporation (“Parent”), Pareteum North America Corp., a Delaware corporation (“Pareteum NA”), Devicescape Holdings, Inc., a Delaware corporation (“Devicescape”), iPass, Inc., a Delaware corporation (“iPass”), iPass IP LLC, a Delaware corporation (“iPass IP”), Pareteum Europe B.V., a Netherlands private limited company (“Pareteum Europe” and, together with Parent, Pareteum NA, Devicescape, iPass, and iPass IP, collectively, the “Borrower Sellers”), Artilium Group Ltd., an England, UK, private limited company (“Artilium Group”), Pareteum B.V., a Netherlands private limited company (“BV”), Pareteum N.V., a Belgian private limited company (“NV”), and Pareteum Asia Pte. Ltd., a Singapore private limited company (“Pareteum Asia” and, together with the Artilium Group, BV, NV and the Borrower Sellers, each an “Assignor” and, collectively, the “Assignors”), and [Circles MVNE Pte. Ltd., a Singapore private limited company (“Assignee”)] [Channel Ventures Group, LLC, a Delaware limited liability company (“Assignee”)] (each a “Party” and, collectively, the “Parties”). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the APA (as hereinafter defined).

**WHEREAS**, Assignee, Assignor, and the other parties signatory thereto, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which, among other things, Assignors have agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, substantially all of the assets primarily used or held for use by Assignor in the conduct of the [MVNE Business] [Non-MVNE Business], and Assignee proposes to assume certain of the liabilities and obligations of Assignor, in each case, on the terms and subject to the conditions set forth in the Purchase Agreement;

**WHEREAS**, it is a condition to the Closing of the Purchase Agreement that Assignor enters into this Assignment to transfer to Assignee certain Intellectual Property related to the [MVNE][Non-MVNE] Business, including the Intellectual Property Assets as listed on the attached Schedule A (the “Assigned Intellectual Property”);

**WHEREAS**, pursuant to the Purchase Agreement, Assignee desires to purchase or acquire all Assignor’s right, title and interest in and to the Assigned Intellectual Property.

**NOW, THEREFORE**, in consideration of, among other things, the payment by Assignee of the Purchase Price and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignment. Assignor hereby assigns to Assignee (a) all of Assignor’s right, title, and interest in and to the Assigned Intellectual Property, together with any and all goodwill associated therewith; (b) any and all rights to pursue and recover under legal actions and rights and remedies at law or in equity for past, current and future infringements, misappropriations, dilutions or other violations of the Assigned Intellectual Property, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (c) any and all income, royalties, damages, and payments hereafter due or payable with respect to the Assigned

Intellectual Property, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment has not been made.

2. Cooperation. Assignor and Assignee shall use their commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Assignment and (ii) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Assignment; provided, that, as between the Parties, Assignee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Assignee's right, title and interest in and to the Assigned Intellectual Property (including, without limitation, with any applicable governmental authorities or Internet domain name registrars), and for any and all costs, expenses and fees associated therewith.

3. Relationship with the Purchase Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty except as provided in and by the Purchase Agreement. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.

4. Section Headings. The section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Assignment.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same instrument. Facsimile and/or PDF signatures shall be deemed original signatures.

6. Entire Agreement. This Assignment, together with the Purchase Agreement, contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not in writing signed by the parties shall be of any force or effect.

7. Severability. If any term or provision of this Assignment or any application thereof shall be invalid or unenforceable, the remainder of this Assignment and any other application of such term shall not be affected thereby.

8. Governing Law, Forum. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (without application of principles of conflict of laws). In connection with any controversy arising out of or related to this Assignment, each Assignor and Assignee hereby irrevocably consents to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Court declines or may not accept jurisdiction over a particular matter, the United States District Court for the Southern District of New York, or if, and only if, the United States District Court for the Southern District of New York declines or may not accept jurisdiction over a particular matter, the courts of the State of New York. Each of the Assignors and Assignee irrevocably consents to service of process out of

the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Assignment brought in the aforementioned courts. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS SUBSIDIARIES AND AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. Attorney's Fees. The prevailing Party in any action, claim or lawsuit brought pursuant to this Assignment is entitled to payment of all reasonable attorney's fees and costs expended by such prevailing Party in association with such action, claim or lawsuit.

10. Authorization. Assignee and Assignor each represent and warrant to the other that they have the corporate power and authority to execute and perform this Assignment, that all necessary consents and approvals from the board of directors or others have been obtained, that the parties executing this Assignment on their behalf have been duly authorized to do so.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNORS:

PARETEUM CORPORATION, a  
Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

PARETEUM NORTH AMERICA CORP., a  
Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

DEVICESCAPE HOLDINGS, INC., a  
Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

IPASS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

IPASS IP LLC, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

PARETEUM EUROPE B.V., a Netherlands  
private limited company

By: \_\_\_\_\_

Name:

Title:

ARTILIUM GROUP LTD., a United  
Kingdom private limited company

By: \_\_\_\_\_

Name:

Title:

ASSIGNEE

[CHANNEL VENTURES GROUP, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:]

[CIRCLES MVNE PTE. LTD., a [Singapore  
private limited company]

By: \_\_\_\_\_  
Name:  
Title:]



**Schedule A**

**Assigned Trademarks**

**Schedule B**

**Assigned Domain Names**

**Annex V**

**Form of Assumption Agreement**

[Attached.]

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) effective as of [\_\_\_\_], 2022 is entered into by and among Pareteum Corporation, a Delaware corporation (“Parent”), Pareteum North America Corp., a Delaware corporation (“Pareteum NA”), Devicescape Holdings, Inc., a Delaware corporation (“Devicescape”), iPass, Inc., a Delaware corporation (“iPass”), iPass IP LLC, a Delaware corporation (“iPass IP”), Pareteum Europe B.V., a Netherlands private limited company (“Pareteum Europe” and, together with Parent, Pareteum NA, Devicescape, iPass, and iPass IP, collectively, the “Borrower Sellers”), Artilium Group Ltd., an England, UK, private limited company (“Artilium Group”), Pareteum B.V., a Netherlands private limited company (“BV”), Pareteum N.V., a Belgian private limited company (“NV”), and Pareteum Asia Pte. Ltd., a Singapore private limited company (“Pareteum Asia” and, together with the Artilium Group, BV, NV and the Borrower Sellers, each an “Assignor” and, collectively, the “Assignors”), and **[Circles MVNE Pte. Ltd., a Singapore private limited company (“Assignee”)]** **[Channel Ventures Group, LLC, a Delaware limited liability company (“Assignee”)]**.

### RECITALS

WHEREAS, Assignors, **[Circles MVNE Pte. Ltd., a Singapore private limited company]** **[Channel Ventures Group, LLC, a Delaware limited liability company]** and Assignee, entered into that certain Asset Purchase Agreement, dated as of May 15, 2022 (the “APA”) which provides, among other things, for the assignment by Assignors to Assignee of the **[Circles]** **[CVG]** Assumed Contracts and the assumption by Assignee of the **[Circles]** **[CVG]** Assumed Liabilities;

WHEREAS, Assignors now desire to assign, transfer and convey all right, title and interest under the **[Circles]** **[CVG]** Assumed Contracts and the **[Circles]** **[CVG]** Assumed Liabilities of Assignors to Assignee, and Assignee desires to accept and assume the **[Circles]** **[CVG]** Assumed Contracts and the **[Circles]** **[CVG]** Assumed Liabilities of Assignors, all on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the APA.

2. Assignment and Assumption. Assignors hereby assign, transfer and convey to Assignee, as of the Closing and Assignee hereby accepts and assumes, as of the Closing, all duties and obligations of Assignors under the **[Circles]** **[CVG]** Assumed Contracts to which Assignors are a party and the **[Circles]** **[CVG]** Assumed Liabilities owed by Assignors, and further agrees to keep, observe, and perform all of the terms, covenants, agreements, conditions, and obligations of the **[Circles]** **[CVG]** Assumed Contracts and the **[Circles]** **[CVG]** Assumed Liabilities of Assignors from and after the Closing.

3. Excluded Liabilities. Assignors and Assignee expressly acknowledge and agree that Assignors are not transferring to Assignee any right, title, and interest in and to the Excluded Assets or the Excluded Liabilities.

4. Terms of the Agreement. Assignors and Assignee acknowledge and agree that the representations, warranties, covenants and agreements contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Notwithstanding anything to the contrary herein, this Agreement is subject to the APA, and it shall not give rise to any recourse or remedy against Assignors (or their Affiliates) except to the extent set forth in the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

5. Further Assurances. Assignors further agree to execute and deliver to Assignee such further instruments of transfer and conveyance and related documents, with respect to the [Circles] [CVG] Assumed Contracts to which Assignors are a party and the [Circles] [CVG] Assumed Liabilities owed by Assignors, as Assignee shall reasonably request (all at Assignee's expense), to vest in Assignee and its successors and assigns the [Circles] [CVG] Assumed Contracts and the [Circles] [CVG] Assumed Liabilities of Assignors.

6. Counterparts. This Agreement may be executed in counterpart copies, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimile and/or electronic transmission of any signed original document and/or retransmission of any signed facsimile and/or electronic transmission will be deemed the same as delivery of an original.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without application of principles of conflict of laws). In connection with any controversy arising out of or related to this Agreement, each Seller and Purchaser hereby irrevocably consents to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Court declines or may not accept jurisdiction over a particular matter, the United States District Court for the Southern District of New York, or if, and only if, the United States District Court for the Southern District of New York declines or may not accept jurisdiction over a particular matter, the courts of the State of New York. Each of the Assignors and Assignee irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Agreement brought in the aforementioned courts. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS SUBSIDIARIES AND AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by, Assignors and Assignee and their respective permitted successors and assigns.

9. Headings. The headings of this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement under seal as of the day and year first above written.

**ASSIGNORS:**

PARETEUM CORPORATION, a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PARETEUM NORTH AMERICA CORP., a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DEVICESCAPE HOLDINGS, INC., a Delaware  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IPASS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IPASS IP LLC, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PARETEUM EUROPE B.V., a Netherlands  
private limited company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ARTILIUM GROUP LTD., a United Kingdom  
private limited company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**[CHANNEL VENTURES GROUP, LLC, a  
Delaware limited liability company**

**By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_]**

**[CIRCLES MVNE PTE. LTD., a [Singapore  
private limited company**

**By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_]**



Pareteum Corporation, et al.

Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
Pareteum Corporation - USA	1st Point Communications LLC	Schedule of Services to the Master Services Agreement Dated August 29, 2019	N/A	-	\$ -
Pareteum Corporation - USA	1st Point Communications LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	1st Point Communications LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	1st Point Communications LLC	Carrier Enhanced VOIP Services Addendum	N/A	-	\$ -
Pareteum Corporation - USA	1st Point Communications LLC	Bilateral Short Message Service Addendum	N/A	-	\$ -
Pareteum Corporation - USA	4CIOT BV	Agreement USA MVNO Cloud	N/A	-	\$ -
Pareteum Corporation - USA	4CIOT BV	Roaming Rate Card	N/A	-	\$ -
Pareteum Corporation - USA	4CIOT BV	IOT Standard Rates	N/A	-	\$ -
Pareteum Corporation - USA	4CIOT BV	2021 Rate Release	N/A	-	\$ -
Pareteum Corporation - USA	4CIOT BV	Intl Call & Text Rate Card	N/A	-	\$ -
Pareteum Corporation - USA	4CIOT BV	Signed Mobile Services Rate Card	N/A	-	\$ -
iPass, Inc.	8x8, Inc.	SERVICE AGREEMENT	USD	1,299.00	\$ 1,299.00
Pareteum Europe BV	A.G. du Pon Beheer B.V. & Wijoh N.V. (QuoVadis Trustlink B.V.)	Premises Leases - Office	N/A	-	\$ -
Pareteum Corporation - USA	a2Network Corporation	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	a2Network Corporation	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Abbas Business Consultants	Schedule of Services	N/A	-	\$ -
iPass, Inc.	ABU DHABI INVESTMENT AUTHORITY	Amendment No. 1 to the Master Agreement Dated September 30, 2015	N/A	-	\$ -
iPass, Inc.	Abu Dhabi Investment Authority	Amendment No. 1 to iPass Enterprise Master Agreement Dated September 30, 2015	N/A	-	\$ -
iPass, Inc.	Abu Dhabi Investment Authority	Amendment No. 1 to iPass Enterprise Master Agreement Dated September 30, 2015	N/A	-	\$ -
Pareteum Corporation - USA	Accoona Global LLC	Statement of Work	N/A	-	\$ -
Pareteum Corporation - USA	Accoona Global LLC	STATEMENT OF WORK	USD	23,316.52	\$ 23,316.52
iPass, Inc.	Accountemps a Robert Half Company	Letter Agreement re: Invoice Firm Rate	USD	164,820.83	\$ 164,820.83
iPass, Inc.	ACE American Insurance Company	RUN-OFF ENDORSEMENT CODA PREMIER DIRECTORS AND OFFICERS LIABILITY EXCESS DIC POLICY (EXTENDED LIMIT OF	N/A	-	\$ -
Pareteum Corporation - USA	ACN Europe BV	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	ACN Europe BV	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	ACN Europe BV	Letter re: Contract Amendment	N/A	-	\$ -
Pareteum Corporation - USA	ACN Europe BV	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	ACN Europe BV	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Activate Wireless LLC	USA MVNO Cloud Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Activate Wireless LLC	Pareteum Roaming Services	N/A	-	\$ -
Pareteum Corporation - USA	Activate Wireless LLC	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Activate Wireless LLC	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Activate Wireless LLC	Pareteum Mobile Services	N/A	-	\$ -
iPass, Inc.	ACTRN	Service Order Form	N/A	-	\$ -
iPass, Inc.	ADP TELECOM	BROADBAND SUPPLY AGREEMENT	EUR	217,228.48	\$ 238,951.33
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 1 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 10 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 11 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 2 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 3 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 4 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 5 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 6 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 7 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 8 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 9 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 001 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Evaluation Agreement	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Master Business Agreement	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 10 to Schedule 1 Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 11 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 9 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 1 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 2 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 3 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	AMENDMENT NO. 4 to SCHEDULE NO. 1 to the MASTER BUSINESS AGREEMENT Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 5 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 6 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 7 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 8 to Schedule No. 1 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Amendment No. 001 to the Master Business Agreement Dated March 17, 2005	N/A	-	\$ -
iPass, Inc.	Aetna Life Insurance Company	Master Business Agreement	N/A	-	\$ -
iPass, Inc.	AFL GLOBAL	Amendment No. 1 to the Service Order Form Dated September 14, 2017	N/A	-	\$ -
iPass, Inc.	AGEAS SA/NV	Enterprise Mobility Services Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Ageas SA/NV	Service Order Form	N/A	-	\$ -
iPass, Inc.	Ageas SA/NV	iPass Enterprise Mobility Services Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Agents Republic Inc.	MASTER SERVICE AGREEMENT (MSA)	USD	5,255.97	\$ 5,255.97
Pareteum Corporation - USA	Agility Mobile LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Agility Mobile LLC	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Agility Mobile LLC	Pareteum Mobile Services	N/A	-	\$ -
iPass, Inc.	AIRANGEL LIMITED	BROADBAND SUPPLY AGREEMENT	USD	252,000.00	\$ 252,000.00
iPass, Inc.	Airbrils Pte. Ltd	Subscription Software License Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Airtime Communications LLC	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Airtime Communications LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Airtime Communications LLC	Schedule of Services	N/A	-	\$ -
Pareteum NV	Al-Daffae, Ahmed	Employment Agreement	N/A	-	\$ -
Pareteum NV	Al-Daffae, Ahmed	Employment Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Alexander Braelow	CONSULTING AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	Alexander Braelow	CONSULTING AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	Algotel Limited	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Algotel Limited	Master Services Agreement	N/A	-	\$ -
Pareteum Europe BV	Alireza Ayazi	Consultancy Agreement for a Definite Period of Time	USD	1,839.86	\$ 1,839.86
iPass, Inc.	ALLEN SYSTEMS GROUP	AMENDMENT NO.1 to the MOBILE OFFICE AND ENTERPRISE MOBILITY SERVICE AGREEMENT Dated January 13, 2012	N/A	-	\$ -
iPass, Inc.	ALLEN SYSTEMS GROUP	AMENDMENT NO.2 to the MOBILE OFFICE AND ENTERPRISE MOBILITY SERVICE AGREEMENT Dated January 13, 2012	N/A	-	\$ -
iPass, Inc.	ALLEN SYSTEMS GROUP	MOBILE OFFICE AND ENTERPRISE MOBILITY SERVICE AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	Allvoi Communications Inc.	Pareteum Mobile Services Plans for Allvoi	N/A	-	\$ -
Pareteum Corporation - USA	Allvoi Communications Inc.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Allvoi Communications Inc.	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Alpha-Links Associates LLC	Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Alpha-Links Associates LLC	Agreement USA MVNO Cloud	N/A	-	\$ -
Pareteum Corporation - USA	Alpha-Links Associates LLC	Roaming Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	Alpha-Links Associates LLC	Business Data Only Plans	N/A	-	\$ -
Pareteum Corporation - USA	Alpha-Links Associates LLC	Mobile Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	Alpha-Links Associates LLC	Mobile Services Rate Plans	N/A	-	\$ -
iPass, Inc.	Alvarez & Marsal Taxand, LLC	Standard Business Terms	USD	9,600.00	\$ 9,600.00
iPass, Inc.	Alvarez & Marsal Taxand, LLC	Letter re Standard Business Terms	USD	9,600.00	\$ 9,600.00
Pareteum Corporation - USA	Alysa Bvba	Agreement Regarding Fundraising Services	EUR	5,445.00	\$ 5,662.80
iPass, Inc.	AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.	REGISTRATION SERVICES AGREEMENT	N/A	-	\$ -
iPass, Inc.	Amigun Consulting LLC	INDEPENDENT CONTRACTOR SERVICES AGREEMENT	N/A	-	\$ -
iPass, Inc.	AMTT Century (Beijing) Technology Co., Ltd	Broadband Supply Agreement	USD	1,129.18	\$ 1,129.18
Pareteum Corporation - USA	Amy Gavranovic	Employment Agreement	N/A	-	\$ -
iPass, Inc.	Andersen Tax LLC	Letter Agreement re: Valuation Analysis Related to the Intangible Assets and Goodwill of iPass, Inc.	USD	-	\$ -
Pareteum Corporation - USA	Argent, LLC	Master Service Agreement Contract for Services	N/A	-	\$ -
Pareteum Corporation - USA	Apeiron Systems, Inc.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Apex Brands LLC DBA Mobile Drip	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Apex Brands LLC DBA Mobile Drip	Schedule of Services	N/A	-	\$ -
iPass, Inc.	APPLIED MATERIALS, INC.	AMENDMENT NO.7 to the CORPORATE REMOTE ACCESS AGREEMENT Dated February 14, 2005	N/A	-	\$ -
iPass, Inc.	APPLIED MATERIALS, INC.	AMENDMENT NO. 1 to the CORPORATE REMOTE ACCESS AGREEMENT Dated February 14, 2005	N/A	-	\$ -

Pareteum Corporation, et al.

Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	APPLIED MATERIALS, INC.	AMENDMENT NO. 2 to the CORPORATE REMOTE ACCESS AGREEMENT Dated February 14, 2005	N/A	-	\$ -
iPass, Inc.	APPLIED MATERIALS, INC.	AMENDMENT NO. 3 to the CORPORATE REMOTE ACCESS AGREEMENT Dated February 14, 2005	N/A	-	\$ -
iPass, Inc.	APPLIED MATERIALS, INC.	AMENDMENT NO. 4 to the CORPORATE REMOTE ACCESS AGREEMENT Dated February 14, 2005	N/A	-	\$ -
iPass, Inc.	APPLIED MATERIALS, INC.	AMENDMENT NO. 5 to the CORPORATE REMOTE ACCESS AGREEMENT Dated February 14, 2005	N/A	-	\$ -
iPass, Inc.	APPLIED MATERIALS, INC.	AMENDMENT NO. 6 to the CORPORATE REMOTE ACCESS AGREEMENT Dated February 14, 2005	N/A	-	\$ -
iPass, Inc.	APPLIED MATERIALS, INC.	AMENDMENT NO. 8 to the CORPORATE REMOTE ACCESS AGREEMENT Dated February 14, 2005	N/A	-	\$ -
iPass, Inc.	APPLIED MATERIALS, INC.	AMENDMENT NO. 9 to the CORPORATE REMOTE ACCESS AGREEMENT Dated February 14, 2005	N/A	-	\$ -
iPass, Inc.	APPLIED MATERIALS, INC.	CORPORATE REMOTE ACCESS AGREEMENT	N/A	-	\$ -
Pareteum Europe BV	AQA Telecom Ltd.	MVNO Supply of Service (UK) CONTRACT	GBP	26,292.15	\$ 33,064.73
Pareteum Corporation - USA	ARIA TEL SAS	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	ARIA TEL SAS	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	ARK MUZIK LLC dba DWS Wireless	Pareteum Roaming Services Rate Card	N/A	-	\$ -
Pareteum Corporation - USA	ARK MUZIK LLC dba DWS Wireless	Agreement USA MVNO Cloud	N/A	-	\$ -
Pareteum Corporation - USA	ARK MUZIK LLC dba DWS Wireless	Pareteum Mobile Services Rate Card	N/A	-	\$ -
Pareteum Corporation - USA	ARK MUZIK LLC dba DWS Wireless	Pareteum Business Data Only Plans	N/A	-	\$ -
Pareteum Corporation - USA	ARK MUZIK LLC dba DWS Wireless	Pareteum International Mobile Services Rate Card	N/A	-	\$ -
Pareteum NV	Arval BNP Paribas Group	Auto Leases	N/A	-	\$ -
Pareteum NV	Arval BNP Paribas Group	Auto Leases	N/A	-	\$ -
iPass, Inc.	AS Empreendimentos LTDA	Proof of Concept Agreement	N/A	-	\$ -
iPass, Inc.	ASG TECHNOLOGIES	AMENDMENT NO.3 to the MOBILE OFFICE AND ENTERPRISE MOBILITY SERVICE AGREEMENT Dated January 13, 2012	N/A	-	\$ -
iPass, Inc.	ASG TECHNOLOGIES GROUP, INC.	AMENDMENT NO.4 to the MOBILE OFFICE AND ENTERPRISE MOBILITY SERVICE AGREEMENT Dated January 13, 2012	N/A	-	\$ -
iPass, Inc.	ASG TECHNOLOGIES GROUP, INC.	AMENDMENT NO.5 to the MOBILE OFFICE AND ENTERPRISE MOBILITY SERVICE AGREEMENT Dated January 13, 2012	N/A	-	\$ -
Pareteum Asia Pte. Ltd.	ASIAPAC DISTRIBUTION PTE LTD.	PURCHASE ORDER FORM	SGD	4,789.11	\$ 3,462.34
iPass, Inc.	AT&T Corp.	Amendment to Bi-Lateral Wi-Fi Roaming Agreement Dated June 11, 2010	N/A	-	\$ -
iPass, Inc.	AT&T Corp.	Bi-Lateral Wi-Fi Roaming Agreement	N/A	-	\$ -
iPass, Inc.	AT&T Corp.	Bi-Lateral Wi-Fi Roaming Agreement	N/A	-	\$ -
iPass, Inc.	AT&T Corp.	Wholesale Master Service Agreement	USD	22,590.83	\$ 22,590.83
iPass, Inc.	AT&T Corp.	DSL SERVICES RESALE AGREEMENT	N/A	-	\$ -
iPass, Inc.	AT&T Corp.	ILEC INTERSTATE BROADBAND SERVICES AGREEMENT	N/A	-	\$ -
iPass, Inc.	AT&T Corp.	Bi-Lateral Wi-fi Roaming Agreement	N/A	-	\$ -
iPass, Inc.	AT&T Corp.	Transfer of Service Agreement re: Customer Master Agreement No. MSA 51-949 and 15946	N/A	-	\$ -
Pareteum Corporation - USA	AT&T Corp.	Master Resale Agreement	USD	3,410,578.91	\$ 3,410,578.91
iPass, Inc.	AT&T Mobility LLC	Addendum to Amendment No. 4 to the Bi Lateral Wi-Fi Roaming Agreement Dated June 11, 2010	N/A	-	\$ -
iPass, Inc.	AT&T Mobility LLC	Amendment 2 to the Bi-Lateral Wi-Fi Roaming Agreement Dated June 11, 2010	N/A	-	\$ -
iPass, Inc.	AT&T Mobility LLC	Amendment 5 to the Bi-Lateral Wi-Fi Roaming Agreement Dated June 11, 2010	N/A	-	\$ -
iPass, Inc.	AT&T Mobility LLC	Amendment 5 to the Bi-Lateral Wi-Fi Roaming Agreement Dated June 11, 2010	N/A	-	\$ -
iPass, Inc.	AT&T Mobility LLC	Amendment 5 to the Bi-Lateral Wi-Fi Roaming Agreement Dated June 11, 2010	N/A	-	\$ -
iPass, Inc.	AT&T Services	Amendment #5 to the Channel Partner Reseller Agreement Dated December 29, 2003 with Master Agreement Reference No. 05038960	N/A	-	\$ -
iPass, Inc.	AT&T Services	Amendment #5 to the Channel Partner Reseller Agreement Dated December 28, 2006 with Master Agreement Reference No. 06046443	N/A	-	\$ -
iPass, Inc.	AT&T Services	Amendment #6 to the Channel Partner Reseller Agreement Dated December 29, 2003, with Master Agreement Reference No. 05038960	N/A	-	\$ -
iPass, Inc.	AT&T Services	Amendment #6 to the Channel Partner Reseller Agreement Dated December 28, 2006 with Master Agreement Reference No. 06046443	N/A	-	\$ -
iPass, Inc.	AT&T Services	Amendment No. 1 to Services Agreement No. 06046643 Dated December 28, 2006	N/A	-	\$ -
iPass, Inc.	AT&T Services	Amendment No. 3 to the Services Agreement No. 06046643 Dated July 2, 2004	N/A	-	\$ -
iPass, Inc.	AT&T Services	Services Agreement No. 06046443 for Various Dial-Up, Wi-Fi & Wired Ethernet Services	N/A	-	\$ -
Pareteum NV	Athlon Car Lease Belgium Nv	Auto Leases	N/A	-	\$ -
Pareteum NV	Athlon Car Lease Belgium Nv	Auto Leases	N/A	-	\$ -
Pareteum Corporation - USA	Atrium Staffing LLC	Temporary Staffing Services Terms and Conditions	USD	1,646.50	\$ 1,646.50
Pareteum Corporation - USA	AUM LLC dba. LeadsRain	Strategic Alliance Agreement	N/A	-	\$ -
Pareteum Asia Pte. Ltd.	Automatic Data Processing Pte Ltd (ADP)	ORDER FORM	USD	222.56	\$ 222.56
iPass, Inc.	AVINOR AS	Change Order/Addendum	N/A	-	\$ -
Pareteum Corporation - USA	AXA XL - Professional Insurance	Cornerstone Endorsements	N/A	-	\$ -
iPass, Inc.	Azzurri Communications Limited	Amendment No. 1 to the Channel Partner Reseller Agreement Dated February 1, 2008	N/A	-	\$ -
iPass, Inc.	Azzurri Communications Limited	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Azzurri Communications Limited	Settlement Agreement and Mutual Release of Claims	N/A	-	\$ -
iPass, Inc.	Azzurri Communications Limited (formerly Sirocom Limited)	Amendment No. 1 to the Channel Partner Reseller Agreement Dated June 1, 2006	N/A	-	\$ -

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	Azzurri Communications Ltd.	Amendment No. 2 to iPass Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Azzurri Communications Ltd.	Amendment No. 3 to the Channel Partner Reseller Agreement Dated February 1, 2008	N/A	-	\$ -
iPass, Inc.	Azzurri Communications Ltd.	Amendment No. 2 to iPass Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Azzurri Communications Ltd.	Amendment No. 2 to iPass Channel Partner Reseller Agreement	N/A	-	\$ -
Pareteum Corporation - USA	BAP Technology LLC	Pareteum Roaming Services Rate Card	N/A	-	\$ -
Pareteum Corporation - USA	BAP Technology LLC	Agreement USA MVNO Cloud	N/A	-	\$ -
Pareteum Corporation - USA	BAP Technology LLC	Pareteum International Mobile Services Rate Card	N/A	-	\$ -
Pareteum Corporation - USA	BAP Technology LLC	Pareteum Mobile Services Rate Card	N/A	-	\$ -
iPass, Inc.	BARRY- WEHMILLER COMPANIES INC.	Amendment No. 1 to the Mobile Office and Enterprise Mobility Service Agreement Dated June 4, 2012	N/A	-	\$ -
iPass, Inc.	Barry-Wehrmiller Companies Inc.	Enterprise Mobility Services Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Basic Inc.	Non-Disclosure Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Basic Inc.	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Basim Jaber	Employment Agreement	N/A	-	\$ -
Pareteum NV	Bayatsarmadi, Hamidreza	Employment Agreement	N/A	-	\$ -
Pareteum NV	Bayatsarmadi, Hamidreza	Employment Agreement	N/A	-	\$ -
Pareteum NV	Bayatsarmadi, Naeemeh	Employment Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Beazley USA Services	Declarations and Excess Insurance Policy	N/A	-	\$ -
Pareteum NV	Belgacom Mobile NV/SA	Master Agreement Part 1 - General terms and Conditions	N/A	-	\$ -
Pareteum NV	Belgacom Mobile NV/SA	Master Agreement Part 1 - General terms and Conditions	N/A	-	\$ -
Pareteum NV	Belgacom NV/SA	Amendment No. 1 to Master Agreement 4600013307 Date December 28, 2009	N/A	-	\$ -
Pareteum NV	Belgacom NV/SA	Master Agreement Part 2 - Terms and Conditions Relating to the Deliverables	N/A	-	\$ -
Pareteum NV	Belgacom NV/SA	Master Agreement No. 4600013307	N/A	-	\$ -
Pareteum NV	Belgacom NV/SA	Master Agreement No. 4600013307	EUR	4.84	\$ 5.03
Pareteum Corporation - USA	Bellingham Telecommunications Limited	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Biovail Corporation Inc.	Letter Agreement re iPass End User License Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Blackburn Networks LLC	Mutual Non-Disclosure Agreement	N/A	-	\$ -
iPass, Inc.	Blair Bullock	Consulting Agreement	USD	13,111.19	\$ 13,111.19
Pareteum Corporation - USA	Blair Bullock	Letter Agreement re: Offer of Employment	USD		
Pareteum Corporation - USA	Blaseco LLC	USA MVNO Cloud Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Blaseco LLC	Pareteum Mobile Services Throttle & Feature Phone Plans	N/A	-	\$ -
Pareteum Corporation - USA	Blaseco LLC	Pareteum Mobile Services Rate Plans	N/A	-	\$ -
Pareteum Corporation - USA	Blaseco LLC	Pareteum Mobile Services Blaseco Special Rates	N/A	-	\$ -
Pareteum Corporation - USA	Blaseco LLC	Pareteum Mobile Services Blaseco Special Rates	N/A	-	\$ -
Pareteum Corporation - USA	Blue Mogul	Agreement USA MVNO Cloud	N/A	-	\$ -
Pareteum Corporation - USA	Blue Mogul	Signed Mobile Services Rate Card	N/A	-	\$ -
Pareteum Corporation - USA	Blue Mogul	AGREEMENT USA MVNO CLOUD	N/A	-	\$ -
iPass, Inc.	Blue Mogul Enterprise, LLC	Addendum C: Wi-Fi Services Addendum iPass Wi-Fi Services Subscription Software License Agreement to the USA Connectivity Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Bluefon LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Bluefon LLC	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	BMC Software, Inc.	Amendment No. 1 to the Corporate Remote Access Agreement Dated December 23, 2004	N/A	-	\$ -
iPass, Inc.	BMC Software, Inc.	Amendment No. 2 to the Corporate Remote Access Agreement Dated December 23, 2004	N/A	-	\$ -
iPass, Inc.	BMC Software, Inc.	Amendment No. 3 to the Corporate Remote Access Agreement Dated December 23, 2004	N/A	-	\$ -
iPass, Inc.	BMC Software, Inc.	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	Boingo Wireless, Inc.	NETWORK ACCESS AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	Boss Mobile LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Boss Mobile LLC	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Boss Mobile LLC	Signed Voice & Data Rate Card	N/A	-	\$ -
Pareteum Corporation - USA	Boss Mobile LLC	Signed Mobile Services Rate Card	N/A	-	\$ -
Pareteum Corporation - USA	Brian Latchford	Letter Agreement re: Employment Offer	N/A	-	\$ -
Pareteum Corporation - USA	brightlink IP LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Brightlink IP LLC	Master Services Agreement	USD	24,522.15	\$ 24,522.15
iPass, Inc.	BRITISH TELECOMMUNICATIONS PLC	Account Termination and Settlement Agreement to the Affiliate Enrollment Form to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	BRITISH TELECOMMUNICATIONS PLC	Global Roaming Agreement	N/A	-	\$ -
iPass, Inc.	BRITISH TELECOMMUNICATIONS PLC	Addendum to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	BRITISH TELECOMMUNICATIONS PLC	Amendment No. 1 to the Affiliate Enrollment Form of the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	BRITISH TELECOMMUNICATIONS PLC	Amendment No. 1 to the Affiliate Enrollment Form of the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 2 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 10 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 11 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 11A to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment 11B to Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment 11C to Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	British Telecommunications Plc	Amendment 11(D) to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment 11(E) to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment 11(F) to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 13 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment 14 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 14 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 15 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment 15(A) to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment 15(B) to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 18 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 19 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 1(A) to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 2 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 20 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment #21 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 22 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 23 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 24 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 25 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 4 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 4b to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 4C to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 5 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 6 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 6A to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 7 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 8 to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	April 2007 Amendment to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment to the April 2007 Amendment to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications Plc	Amendment No. 3 to the Solution Partner Reseller Agreement Dated July 2002	N/A	-	\$ -
iPass, Inc.	British Telecommunications plc	Global Roaming Agreement	N/A	-	\$ -
iPass, Inc.	British Telecommunications plc	Amendment No. 1 to the Affiliate Enrollment Form of the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
Pareteum NV	Broes, Gilles	Employment Agreement	N/A	-	\$ -
Pareteum Europe BV	Bruno Silva	CONSULTANT AGREEMENT FOR A DEFINITE PERIOD OF TIME	N/A	-	\$ -
iPass, Inc.	BT (Germany GmbH & Co. oHG)	DIAL-IP Master Services Agreement	GBP	319,939.10	\$ 412,721.44
iPass, Inc.	BT Americas	Letter Agreement re: iPass End User License Agreement	N/A	-	\$ -
iPass, Inc.	BT AMERICAS INC.	Account Termination and Settlement Agreement to the Affiliate Enrollment Form to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	BT Americas Inc.	Amendment No. 1 to the Affiliate Enrollment Form of the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	BT Americas Inc.	Amendment No. 1 to the Affiliate Enrollment Form of the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	BT Americas Inc.	Amendment No. 2 to the Affiliate Enrollment Form to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	BT Americas Inc.	Amendment No. 2 to the Affiliate Enrollment Form to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	BT Americas Inc.	Amendment No. 3 to the Affiliate Enrollment Form to Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	BT Americas Inc.	Amendment No. 3 to the Affiliate Enrollment Form to Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	BT Americas Inc.	Amendment No. 4 to Affiliate Enrollment Form to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -



Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	BT Americas Inc.	Amendment No. 4 to the Affiliate Enrollment Form to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	BT Americas Inc.	Amendment No. 5 to the Affiliate Enrollment Form to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	BT Americas Inc.	Amendment No. 5 to the Affiliate Enrollment Form to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
iPass, Inc.	BT Americas Inc.	Amendment No. 6 to the Affiliate Enrollment Form to the Global Roaming Agreement Dated July 11, 2002	N/A	-	\$ -
Pareteum Corporation - USA	Bulent (Bill) Asabay	Letter Agreement re: Offer of Employment	N/A	-	\$ -
iPass, Inc.	Business Innovation Co., LTD.	Assignment and Assumption Agreement to the Solution Partner Reseller Agreement Dated July 2, 2001	N/A	-	\$ -
Pareteum NV	BVBA Dextrosoft	Services Agreement	EUR	5,438.00	\$ 5,655.52
iPass, Inc.	Cable & Wireless UK	Amendment No. 3 to the iPass Channel Partner Reseller Agreement Dated July 27, 2005	N/A	-	\$ -
iPass, Inc.	Cable & Wireless UK	Amendment No. 1 to the Framework Agreement for Supply of a Mobile Working Solution Dated July 27, 2005	N/A	-	\$ -
iPass, Inc.	Cable & Wireless UK	Framework Agreement for Supply of Mobile Working Solutions	N/A	-	\$ -
Pareteum Corporation - USA	Canarys Automations Pvt Ltd.	Professional Services Agreement	USD	32,552.00	\$ 32,552.00
Pareteum Europe BV	Canarys Automations Pvt Ltd.	Data Processing Agreement to the Principal Agreement	USD	553.00	\$ 553.00
Pareteum Corporation - USA	Canopus Insurance Services	XS Pact Follow Form Insurance Policy	N/A	-	\$ -
Pareteum Corporation - USA	Capital One, National Association	Deposit Account Control Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Capital Research Group, LLC	Letter Agreement re: Fee Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Capital Search Consultants, LLC	Letter Agreement re: Fee Agreement for Recruiting Services for Atul Shetty	USD	3,200.00	\$ 3,200.00
Pareteum Corporation - USA	Capital Search Consultants, LLC	Letter Agreement re: Fee Agreement for Recruiting Services for Jeffrey Dauer	USD		
Pareteum Corporation - USA	Capital Search Consultants, LLC	Letter Agreement re: Fee Agreement for Recruiting Services for Nathan Jencks	USD		
Pareteum Europe BV	Carina Sousa	ADDENDUM TO CONSULTING AGREEMENT Effective November 1, 2020	N/A	-	\$ -
Pareteum Europe BV	Carina Sousa	CONSULTING AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	Carol Reyes	CONSULTING AGREEMENT	N/A	-	\$ -
Pareteum Europe BV	Carrierhouse, S.A.	Addendum No. 1 to the Co-Location Agreement Dated February 22, 2001	N/A	-	\$ -
Pareteum Corporation - USA	Cayon Cloud Communication CCC	Addendum No. 1 to Master Services Agreement Dated July 13, 2018	N/A	-	\$ -
Pareteum Corporation - USA	Cayon Cloud Communication CCC	Schedule of Software & Services	N/A	-	\$ -
Pareteum Corporation - USA	Cayon Cloud Communication CCC	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Cayon Cloud Communication CCC	Cooperation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Cayon Cloud Communication CCC	Schedule of Software & Services	N/A	-	\$ -
Pareteum Corporation - USA	Cayon Cloud Communication CCC	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Cayon Cloud Communication CCC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	CBS Holdings, LLC, d.b.a. Catalyst Solutions	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	CBS News Inc., a Division of CBS Broadcasting, Inc.	Mobile Office Agreement	N/A	-	\$ -
iPass, Inc.	CBS News Inc., a Division of CBS Broadcasting, Inc.	Mobile Office Agreement	N/A	-	\$ -
iPass, Inc.	CBS News, a Division of CBS Broadcasting, Inc.	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	CCH Incorporated, A Wolters Kluwer Company	Acceptance of Access Agreement	N/A	-	\$ -
Pareteum Corporation - USA	CellYourPlan LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	CellYourPlan LLC	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	CellYourPlan LLC	USA Pricing for AT&T Network	N/A	-	\$ -
iPass, Inc.	CENTER ROCK CAPITAL PARTNERS, INC	AMENDMENT NO.1 to the SERVICE ORDER FORM DATED OCTOBER 19, 2018	N/A	-	\$ -
Pareteum Europe BV	CenturyLink Communications Germany GmbH	MASTER SERVICE AGREEMENT	N/A	-	\$ -
Pareteum Europe BV	CenturyLink Communications, LLC	Customer Information and Contract Specifications	EUR	132,653.21	\$ 139,886.75
Pareteum Europe BV	CenturyLink Communications, LLC	Customer Information and Contract Specifications	EUR		
iPass, Inc.	CenturyTel Service Group, LLC	Master Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Chargii Wireless Ventures LLC	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Chargii Wireless Ventures LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Chargii Wireless Ventures LLC	Mobile Services Rate Card	N/A	-	\$ -
Pareteum Corporation - USA	ChatChit Limited	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	ChatChit Limited	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Cheap Calls Limited	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Cheap Calls Limited	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Chips GYBG	Roaming Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	Chips GYBG	Agreement USA MVNO Cloud	N/A	-	\$ -
Pareteum Corporation - USA	Chips GYBG	Mobile Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	Chips GYBG	Business Data Only Plans	N/A	-	\$ -
Pareteum Corporation - USA	Chips GYBG	Mobile Services	N/A	-	\$ -
iPass, Inc.	Chubb Group of Insurance Companies	Policyholder Disclosure Notice of Terrorism Insurance Coverage	N/A	-	\$ -
Pareteum Corporation - USA	Cisco Systems Capital Corporation	Lease Agreement	USD	67,145.24	\$ 67,145.24
Pareteum NV	Claeys, Bjorn	Employment Agreement	N/A	-	\$ -
iPass, Inc.	Clear Wireless	Subscription Software License Agreement	N/A	-	\$ -
iPass, Inc.	Cloud 5 Communications	Amendment No. 3 to the Broadband Supply Agreement Dated July 16, 2008	N/A	-	\$ -
Pareteum Europe BV	CloudTern Solutions LLP	Data Processing Agreement	N/A	-	\$ -
Pareteum Corporation - USA	CloudTern Solutions LLP	Master Services Agreement	EUR	154,097.82	\$ 160,261.73

Pareteum Corporation, et al.

Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	Cogent Communications	Email re: Order Number 1-157639913	N/A	-	\$ -
iPass, Inc.	Comcast Cable Communications Management,	Broadband Supply Agreement	USD	301,990.66	\$ 301,990.66
iPass, Inc.	Commercial Internet Co., Ltd.	Hotspot International Roaming Agreement	USD	63.90	\$ 63.90
Pareteum Corporation - USA	Communications Innovations Group	CIG AT&T Connectivity Prices	N/A	-	\$ -
Pareteum Corporation - USA	Communications Innovations Group	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Communications Innovations Group	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Communications Innovations Group	CIG AT&T Connectivity Prices	N/A	-	\$ -
Pareteum Corporation - USA	Communications Innovations Group	Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Community Phone	Pareteum Mobile Services Community Phone Special Rates	N/A	-	\$ -
Pareteum Corporation - USA	Community Phone	PARETEUM MASTER SERVICES AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	Community Phone	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Computing & Communication Solution CCS SA - AquiPago	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Computing & Communication Solution CCS SA - AquiPago	Schedule of Services	N/A	-	\$ -
Pareteum Europe BV	COMVIVA TECHNOLOGIES LIMITED	Purchase Order Form re: Support for dBIII, MMSC, SMS Platform and WAP GW in Spanish Platform	N/A	-	\$ -
Pareteum Corporation - USA	Conciler Limited	Statement of Work Exhibit 1	EUR	104,933.67	\$ 106,307.82
iPass, Inc.	Concourse Communications Group, LLC	Letter Agreement re: Third Extension of Broadband Supply Agreement Dated June 3, 2016	USD	190,292.61	\$ 190,292.61
iPass, Inc.	Concur Technologies, Inc.	Business Services Agreement	USD	9,070.20	\$ 9,070.20
Pareteum Europe BV	Coniq Ltd	AGREEMENT UK LIGHT MVNO CLOUD	N/A	-	\$ -
Pareteum Corporation - USA	Coniq Ltd	PARETEUM IOT SPECIAL RATE PROPOSAL	N/A	-	\$ -
Pareteum Corporation - USA	Coniq Ltd	Agreement USA MVNO Cloud	N/A	-	\$ -
Pareteum Corporation - USA	Coniq Ltd	Pareteum IoT Special Rate Proposal	N/A	-	\$ -
iPass, Inc.	CONNECTICUT TELEPHONE AND COMMUNICATIONS SYSTEMS, INC.	Broadband Supply Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Consolidated Digital Media Ltd	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Consolidated Digital Media Ltd	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Continental Stock Transfer & Trust Company	Letter re: Certification of Transfer Agent	USD	51,119.91	\$ 51,119.91
Pareteum Corporation - USA	Continental Stock Transfer & Trust Company	Letter re: Pareteum Original Common Stock Issuance	N/A	-	\$ -
Pareteum NV	Coopman, Jan	Employment Agreement	N/A	-	\$ -
iPass, Inc.	Coty Inc.	Mutual Non-Disclosure Agreement	N/A	-	\$ -
iPass, Inc.	Coty Inc.	Amendment No. 1 to the Mobile Office Agreement Dated March 30, 2007	N/A	-	\$ -
iPass, Inc.	Coty Inc.	Amendment No. 2 to the Mobile Office Agreement Dated March 30, 2007	N/A	-	\$ -
iPass, Inc.	Coty Inc.	Amendment No. 3 to the Mobile Office Agreement Dated March 30, 2007	N/A	-	\$ -
iPass, Inc.	Coty Inc.	Amendment No. 4 to the Mobile Office Agreement Dated March 30, 2007	N/A	-	\$ -
iPass, Inc.	Coty Inc.	Amendment No. 5 to the Mobile Office Agreement Dated March 30, 2007	N/A	-	\$ -
iPass, Inc.	Coty Inc.	Endpoint Policy Management Online Trial Agreement	N/A	-	\$ -
iPass, Inc.	Coty Inc.	Mobile Office Agreement	N/A	-	\$ -
iPass, Inc.	Coty Inc.	Amendment No. 10 to the Mobile Access Agreement Dated March 30, 2007	N/A	-	\$ -
iPass, Inc.	Coty Inc.	Amendment No. 9 to the Mobile Access Agreement Dated March 30, 2007	N/A	-	\$ -
iPass, Inc.	Coty Inc.	Amendment No. 7 to the Mobile Access Agreement Dated March 30, 2007	N/A	-	\$ -
iPass, Inc.	Coty Inc.	Amendment No. 8 to the Mobile Access Agreement Dated March 30, 2007	N/A	-	\$ -
iPass, Inc.	Coty Inc.	Mobile Office Agreement	N/A	-	\$ -
iPass, Inc.	CPA Global Limited	Renewal Service Agreement	USD	3,894.40	\$ 3,894.40
iPass, Inc.	CPP	IPASS ENTERPRISE MOBILITY SERVICES TEST AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	CRS Capital LLC	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	CRS Capital LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	CRS Capital LLC	Pareteum Mobile Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	CRS Capital LLC	Pareteum Mobile Services Pareteum Unlimited & Metered Mobile Select Plans	N/A	-	\$ -
iPass, Inc.	Cube Solutions GmbH	Amendment No. 1 to the Solution Partner Reseller Agreement Dated June 11, 2003	N/A	-	\$ -
iPass, Inc.	Cube Solutions GmbH	Amendment No. 2 to the Solution Partner Reseller Agreement Dated July 11, 2003	N/A	-	\$ -
iPass, Inc.	Cube Solutions GmbH	Amendment No. 3 to the Solution Partner Reseller Agreement Dated July 11, 2003	N/A	-	\$ -
iPass, Inc.	Cube Solutions GmbH	Endpoint Policy Management Online Pilot Agreement	N/A	-	\$ -
iPass, Inc.	Cube Solutions GmbH	IPASS ENTERPRISE MOBILITY SERVICES PILOT AGREEMENT	N/A	-	\$ -
iPass, Inc.	Cube Solutions GmbH	Solution Partner Reseller Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Cultural Business Management	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Cultural Business Management	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Cybok Network Limited	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Cybok Network Limited	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Cybok Network Limited	Signature Pages to Master Services Agreement and Schedules of Services	N/A	-	\$ -
Pareteum Corporation - USA	Cybok Network Limited	Signature Pages to Master Services Agreement and Schedules of Services	N/A	-	\$ -
iPass, Inc.	DANFOSS A/S	IPass Services Agreement	N/A	-	\$ -

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	DANFOSS A/S	AMENDMENT NO.3 to the MASTER SERVICES AGREEMENT DATED FEBRUARY 21, 2020	N/A	-	\$ -
iPass, Inc.	DANFOSS A/S	AMENDMENT NO.4 to the MASTER SERVICES AGREEMENT DATED FEBRUARY 21, 2020	N/A	-	\$ -
iPass, Inc.	DANFOSS A/S	DATA PROCESSING AGREEMENT	N/A	-	\$ -
iPass, Inc.	DANFOSS A/S	iPass Services Agreement	N/A	-	\$ -
iPass, Inc.	DANFOSS A/S	iPass Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Daniel Alejandro Lemoine Rodriguez	Independent Contractor Agreement	USD	1,161.29	\$ 1,161.29
Pareteum Corporation - USA	Daniel Harris	Amendment to Letter Agreement of Employment Dated September 8, 2011	N/A	-	\$ -
iPass, Inc.	Danmagi ApS	Broadband Supply Agreement	USD	1,262.59	\$ 1,262.59
iPass, Inc.	Danmagi Servicios de Informatica LTDA	Broadband Supply Agreement	N/A	-	\$ -
iPass, Inc.	Databricks, Inc.	Subscription Services Agreement - Order Form	USD	308,280.00	\$ 308,280.00
iPass, Inc.	Datasafe, Inc.	Storage and Service Agreement	N/A	-	\$ -
Pareteum Corporation - USA	David Hess	Letter Agreement re: Offer of Employment	N/A	-	\$ -
iPass, Inc.	DBD Credit Funding LLC	Deposit Account Control Agreement	N/A	-	\$ -
Pareteum NV	De Lage Landen Leasing NV	Finance Lease	N/A	-	\$ -
Pareteum NV	Declerck, Koen	Employment Agreement	N/A	-	\$ -
Pareteum NV	Deketelaere, Katrien	Employment Agreement	N/A	-	\$ -
Pareteum NV	Delta Mobiel B.V.	AGREEMENT FOR THE PROVISIONS OF ENABLING SERVICES	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG	AMENDMENT NO. 11 TO THE CARRIER SERVICE AGREEMENT SOFTWARE LICENSE AGREEMENT FOR IPASS SMART CONNECT - DATED DECEMBER 28, 2010	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG	Amendment No. 10 to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG	Amendment No. 11 to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG	Amendment No. 12 to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG	Amendment No. 7 to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG	Amendment No. 8 to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG	Amendment No. 9 to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG	Carrier Services Agreement	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG	Amendment No. 10 to the Carrier Service Agreement Dated December 28, 2010	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG	Amendment 6 to the Carrier Services Agreement Dated January 1, 2011	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG	Amendment 6 to the Carrier Services Agreement Dated January 1, 2011	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG	Carrier WiFi Services Agreement	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG	iOS Application Publishing Agreement	N/A	-	\$ -
iPass, Inc.	Deutsche Telekom AG (T-Home)	Exhibit J - Annex 1, Acceptance Certificate	N/A	-	\$ -
iPass, Inc.	Devicescape Software, Inc.	Software License and Services Agreement - Combined Service Offering	USD	50,000.00	\$ 50,000.00
Pareteum Europe BV	Dexatel OU	Bilateral Service Contract	N/A	-	\$ -
iPass, Inc.	Diner's Club International Ltd.	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Diner's Club International Ltd.	Amendment No. 1 to the Mobility Services Agreement Dated January 1, 2017	N/A	-	\$ -
iPass, Inc.	Diner's Club International Ltd.	iPass Mobility Services Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Diner's Club International Ltd.	Amendment No. 5 to the Mobility Services Agreement Dated January 1, 2017	N/A	-	\$ -
iPass, Inc.	Diner's Club International Ltd.	Amendment No. 4 to the Mobility Services Agreement Dated November 2, 2018	N/A	-	\$ -
iPass, Inc.	Diner's Club International Ltd.	Amendment No. 6 to the Mobility Services Agreement Dated January 1, 2017	N/A	-	\$ -
Pareteum Corporation - USA	Divesh Mathur	Letter re: Offer of Employment With Pareteum Corporation	N/A	-	\$ -
Pareteum Corporation - USA	Dog and Bone Public Limited Company	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Dog and Bone Public Limited Company	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Dolby Laboratories, Inc.	Amendment No. 2 to the Mobility Services Agreement Dated April 21, 2017	N/A	-	\$ -
iPass, Inc.	Dolby Laboratories, Inc.	Amendment No. 1 to the Mobility Services Agreement Dated April 21, 2017	N/A	-	\$ -
iPass, Inc.	Dolby Laboratories, Inc.	Mobility Services Agreement	N/A	-	\$ -
iPass, Inc.	Dolby Laboratories, Inc.	Amendment No. 2 to the Mobility Services Agreement Dated April 21, 2017	N/A	-	\$ -
iPass, Inc.	Dolby Laboratories, Inc.	Amendment No. 1 to the Mobility Services Agreement Dated April 21, 2017	N/A	-	\$ -
iPass, Inc.	Dolby Laboratories, Inc.	Mobility Services Agreement	N/A	-	\$ -
iPass, Inc.	Dolby Laboratories, Inc.	Amendment No. 2 to the Mobility Services Agreement Dated April 21, 2017	N/A	-	\$ -
Pareteum Corporation - USA	DontPort LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	DontPort LLC	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	DontPort LLC	Pareteum Mobile Services Plans	N/A	-	\$ -
Pareteum Corporation - USA	DontPort LLC	Pareteum Mobile Services Efan Special Rates	N/A	-	\$ -
Pareteum Corporation - USA	DontPort LLC	Pareteum Mobile Services Plans	N/A	-	\$ -



Pareteum Corporation, et al.

Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 1 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 10 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 2 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 3 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 4 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 5 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 6 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 7 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 8 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 9 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 7 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 11 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 10 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	Dorsey & Whitney LLP	Amendment No. 9 to the Corporate Remote Access Agreement Dated August 15, 2002	N/A	-	\$ -
iPass, Inc.	DOW Management Company, Inc. d/b/a AVOXI	Customer Services Agreement re: AVOXI Core PRO	USD	-	\$ -
iPass, Inc.	Drachenfels GmbH	Amendment No. 1 to the Solution Partner Reseller Agreement Dated October 15, 2002	N/A	-	\$ -
iPass, Inc.	Drachenfels GmbH	Amendment No. 2 to the Solution Partner Reseller Agreement Dated October 15, 2002	N/A	-	\$ -
iPass, Inc.	Drachenfels GmbH	Amendment #3 to the Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Drachenfels GmbH	Amendment No. 3 to the Solution Partner Reseller Agreement Dated October 15, 2002	N/A	-	\$ -
iPass, Inc.	Drachenfels GmbH	Amendment #4 to the Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Drachenfels GmbH	Amendment No. 5 to the Solution Partner Reseller Agreement Dated October 15, 2002	N/A	-	\$ -
iPass, Inc.	Drachenfels GmbH	Amendment No. 6 to the Solution Partner Reseller Agreement Dated October 15, 2002	N/A	-	\$ -
iPass, Inc.	Drachenfels GmbH	Amendment No. 7 to the Solution Partner Reseller Agreement Dated October 15, 2002	N/A	-	\$ -
iPass, Inc.	Drachenfels GmbH	iMDF Supplement to the Solution Partner Reseller Agreement Dated October 15, 2002	N/A	-	\$ -
iPass, Inc.	Drachenfels GmbH	Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Drachenfels GmbH	Amendment No. 6 to the Solution Partner Reseller Agreement Dated October 15, 2002	N/A	-	\$ -
iPass, Inc.	Drachenfels GmbH	Amendment No. 7 to the Solution Partner Reseller Agreement Dated October 15, 2002	N/A	-	\$ -
Pareteum Corporation - USA	Drayton Technologies (BD) Ltd	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Drayton Technologies (BD) Ltd	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Dry Company Do Brasil Tecnologia S/A	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Dry Company Do Brasil Tecnologia S/A	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	DTES Digital Mobility Inc.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	DTES Digital Mobility Inc.	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	Duff & Phelps, LLC	Engagement Letter to Provide Unclaimed Property Advisory Services	N/A	-	\$ -
Pareteum NV	Dury, Frederic	Employment Agreement	N/A	-	\$ -
Pareteum NV	Dury, Nickolas	Employment Agreement	N/A	-	\$ -
iPass, Inc.	EBES, LLC	Consulting Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Eco Green Corp	Roaming Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	Eco Green Corp	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Eco Green Corp	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Eco Green Corp	IOT Standard Rates EU	N/A	-	\$ -
Pareteum Corporation - USA	Eco Green Corp	IOT Standard Rates EU	N/A	-	\$ -
Pareteum Corporation - USA	Eco Green Corp	Mobile Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	Eco Green Corp	Mobile Services Plans	N/A	-	\$ -
Pareteum Corporation - USA	EcoMobile Inc.	Pareteum Roaming Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	EcoMobile Inc.	Pareteum Mobile Services Throttle Plans Eco Mobile Special	N/A	-	\$ -
Pareteum Corporation - USA	EcoMobile Inc.	Agreement USA MVNO Cloud	N/A	-	\$ -
Pareteum Corporation - USA	EcoMobile Inc.	IoT Standard Rates USA	N/A	-	\$ -
Pareteum Corporation - USA	EcoMobile Inc.	Pareteum Business Data Only Plans	N/A	-	\$ -
Pareteum Corporation - USA	EcoMobile Inc.	Pareteum Mobile Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	EcoMobile Inc.	Pareteum Mobile Services Pareteum Unlimited	N/A	-	\$ -
Pareteum Corporation - USA	EcoMobile Inc.	Pareteum Mobile Services Eco Mobile Special Rates	N/A	-	\$ -
Pareteum Corporation - USA	Ecospay Limited	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Ecospay Limited	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	EisnerAmper LLP	Engagement Letter to Provide Stock Valuation Services	USD	151,878.00	\$ 151,878.00

Pareteum Corporation, et al.

Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	Ejworks Corporation	Amendment No. 2 to the Internet Roaming Service Agreement Dated December 10, 1997	N/A	-	\$ -
iPass, Inc.	Ejworks Corporation	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Ejworks Corporation	Internet Roaming Service Agreement	N/A	-	\$ -
iPass, Inc.	Ejworks Corporation	Amendment No. 1 to the Channel Partner Reseller Agreement Dated March 26, 2015	N/A	-	\$ -
iPass, Inc.	Ejworks Corporation	Amendment No. 1 to the Channel Partner Reseller Agreement Dated March 26, 2015	N/A	-	\$ -
iPass, Inc.	ejworks.com Corp.	Assignment Agreement to the Internet Roaming Service Agreement Dated February 14, 2000	N/A	-	\$ -
iPass, Inc.	ejworks.com Corp.	GLOBALNET MASTER SERVICES AGREEMENT	N/A	-	\$ -
Pareteum NV	EI Moize, Mohamed	Employment Agreement	N/A	-	\$ -
Pareteum NV	EI Moize, Mohamed	Employment Agreement	N/A	-	\$ -
iPass, Inc.	Elk Valley Schools USD 283	Amendment No. 1 to the Service Order Form Dated May 1, 2021	N/A	-	\$ -
Pareteum Corporation - USA	Emerge212 1185 LLC	Emerge212 License Agreement	USD		
Pareteum Corporation - USA	Emerge212 1185 LLC	Emerge212 License Agreement	USD		
Pareteum Corporation - USA	Emerge212 1185 LLC	Letter Agreement re: License Agreement Dated June 2, 2020	USD		
Pareteum Corporation - USA	Emerge212 1185 LLC	Letter Agreement re: License Agreement Dated June 2, 2020	USD		
Pareteum Corporation - USA	Emerge212 1185 LLC	Letter Agreement re: License Agreement Dated June 2, 2020	USD	7,632.51	\$ 7,632.51
Pareteum Corporation - USA	Emerge212 1185 LLC	Emerge212 License Agreement	USD		
Pareteum Corporation - USA	Emerge212 1185 LLC	Emerge212 License Agreement	USD		
Pareteum Corporation - USA	Emerge212 1185 LLC	Letter Agreement re: License Agreement Dated June 2, 2020	USD		
Pareteum Corporation - USA	Emerge212 1185 LLC	Letter Agreement re: License Agreement Dated June 2, 2020	USD		
Pareteum Corporation - USA	Emily Crofford	Letter Agreement re: Offer of Employment	N/A	-	\$ -
Pareteum NV	EMLODA	Premises Leases - Business Center	EUR		
Pareteum NV	EMLODA	Special Agreement Business Center - Full Service Officers	EUR	21,525.05	\$ 22,386.05
Pareteum NV	EMLODA	Special Agreement Business Center - Full Service Officers	EUR		
Pareteum Corporation - USA	EMN Telecommunications	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Enhanced Communications Group, LLC dba Boom Mobile	NON-DISCLOSURE AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	Enhanced Communications Group, LLC dba Boom Mobile	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Enhanced Communications Group, LLC dba Boom Mobile	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	ENTIRETEC AG	Broadband Supply Agreement	USD	503.71	\$ 503.71
Pareteum Corporation - USA	Envoy Ortus	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Envoy Ortus	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	Epic Systems Corporation	Amendment No. 1 to the Corporate Remote Access Agreement Dated May 18, 2004	N/A	-	\$ -
iPass, Inc.	Epic Systems Corporation	Amendment No. 2 to the Corporate Remote Access Agreement Dated May 18, 2004	N/A	-	\$ -
iPass, Inc.	Epic Systems Corporation	Amendment No. 3 to the Corporate Remote Access Agreement Dated May 18, 2004	N/A	-	\$ -
iPass, Inc.	Epic Systems Corporation	Amendment No. 4 to the Corporate Remote Access Agreement Dated May 18, 2004	N/A	-	\$ -
iPass, Inc.	Epic Systems Corporation	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	Epic Systems Corporation	Amendment No. 5 to the Corporate Remote Access Agreement Dated May 18, 2004	N/A	-	\$ -
iPass, Inc.	Epic Systems Corporation	Amendment No. 6 to the Corporate Remote Access Agreement Dated May 18, 2004	N/A	-	\$ -
Pareteum Corporation - USA	Epiq Systems, Ltd.	Legal Solutions Services Agreement	GBP	263,417.39	\$ 331,270.96
iPass, Inc.	Equant Network Systems, Ltd.	AMENDMENT NO. 14 to the MASTER SERVICES AGREEMENT DATED MARCH 30, 2007	N/A	-	\$ -
iPass, Inc.	Equant Network Systems, Ltd.	Privacy and Corporate Responsibility Addendum to the Master Services Agreement Dated March 30, 2007	N/A	-	\$ -
iPass, Inc.	Equant Network Systems, Ltd.	Privacy and Corporate Responsibility Addendum to the Master Services Agreement Dated March 30, 2007	N/A	-	\$ -
iPass, Inc.	Equant Network Systems, Ltd.	AMENDMENT NO. 8 to the MASTER SERVICES AGREEMENT DATED MARCH 30, 2007	N/A	-	\$ -
iPass, Inc.	Equant Network Systems, Ltd.	AMENDMENT NO. 12 to the MASTER SERVICES AGREEMENT DATED MARCH 30, 2007	N/A	-	\$ -
iPass, Inc.	Equant Network Systems, Ltd.	AMENDMENT NO. 10 to the MASTER SERVICES AGREEMENT DATED MARCH 30, 2007	N/A	-	\$ -
iPass, Inc.	Equant Network Systems, Ltd.	AMENDMENT NO. 11 to the MASTER SERVICES AGREEMENT DATED MARCH 30, 2007	N/A	-	\$ -
iPass, Inc.	Equant Network Systems, Ltd.	AMENDMENT NO. 13 to the MASTER SERVICES AGREEMENT DATED MARCH 30, 2007	N/A	-	\$ -
iPass, Inc.	Equant Network Systems, Ltd.	AMENDMENT NO. 7 to the MASTER SERVICES AGREEMENT DATED MARCH 30, 2007	N/A	-	\$ -
iPass, Inc.	Equant Network Systems, Ltd.	AMENDMENT NO. 9 to the MASTER SERVICES AGREEMENT DATED MARCH 30, 2007	N/A	-	\$ -
iPass, Inc.	Equinix Hong Kong Limited	Master Country Agreement (Hong Kong)	N/A	-	\$ -
Pareteum Corporation - USA	Escape Cellular LLC	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Escape Cellular LLC	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Esselar Ltd	IPASS ENTERPRISE MOBILITY SERVICES TEST AGREEMENT	N/A	-	\$ -
iPass, Inc.	Esselar Ltd.	Amendment #1 to iPass Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	ESSELAR LTD.	AMENDMENT NO. 2 to the CHANNEL PARTNER RESELLER AGREEMENT DATED FEBRUARY 13, 2009	N/A	-	\$ -

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	ESSELAR LTD.	AMENDMENT NO. 3 to the CHANNEL PARTNER RESELLER AGREEMENT DATED FEBRUARY 13, 2009	N/A	-	\$ -
iPass, Inc.	ESSELAR LTD.	AMENDMENT NO. 4 to the CHANNEL PARTNER RESELLER AGREEMENT DATED FEBRUARY 13, 2009	N/A	-	\$ -
iPass, Inc.	ESSELAR LTD.	AMENDMENT NO. 4 to the CHANNEL PARTNER RESELLER AGREEMENT DATED FEBRUARY 13, 2009	N/A	-	\$ -
iPass, Inc.	ESSELAR LTD.	CHANNEL PARTNER RESELLER AGREEMENT	N/A	-	\$ -
iPass, Inc.	ETT	Amendment No. 13 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	ETT	Amendment No. 9 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	ETT	Support Services Agreement	N/A	-	\$ -
iPass, Inc.	ETT Affiliate	Addendum No. 10 to the Solution Partner Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	ETT India Pvt, Ltd	Amendment No. 12 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	ETT Limited	Evaluation License Agreement	N/A	-	\$ -
iPass, Inc.	ETT UK	Addendum No. 10 to the Solution Partner Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	ETT UK	Amendment No. 4 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	ETT UK	Amendment No. 4 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	ETT UK	Amendment No. 5 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	ETT UK	Amendment No. 6 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	ETT UK	Amendment No. 7 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	ETT UK	Amendment No. 8 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	Eurona Wireless Telecom S.A. formerly Kubi Wireless SL	Amendment No. 11 to the Broadband Supply Agreement Dated May 23, 2002	EUR	30,824.44	\$ 33,906.88
iPass, Inc.	European Communication Services, Ltd	Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	European Telecommunications & Technology Ltd.	Amendment No. 1 to the Support Services Agreement Dated February 15, 2000	N/A	-	\$ -
iPass, Inc.	European Telecommunications & Technology Ltd.	Addendum No. 1 to the Solution Partner Agreement Dated September 19, 2001	N/A	-	\$ -
iPass, Inc.	European Telecommunications & Technology Ltd.	Addendum No. 2 to the Solution Partner Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	European Telecommunications & Technology Ltd.	Amendment No. 11 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	European Telecommunications & Technology Ltd.	Amendment No. 12 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	European Telecommunications & Technology Ltd.	Amendment No. 14 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	European Telecommunications & Technology Ltd.	Amendment No. 15 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	European Telecommunications & Technology Ltd.	Amendment No. 16 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	European Telecommunications & Technology Ltd.	Amendment No. 3 to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	European Telecommunications & Technology Ltd.	Amendment No. 7 to the IPAS Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	European Telecommunications & Technology Ltd.	IMDF Supplement to the Solution Partner Reseller Agreement Dated May 3, 2001	N/A	-	\$ -
iPass, Inc.	European Telecommunications & Technology Ltd.	Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	European Telecommunications and Technology	Termination Letter re: Notice of Non-Renewal to Support Services	N/A	-	\$ -
iPass, Inc.	European Telecommunications and Technology	Termination Letter re: Notice of Non-Renewal to Support Services	N/A	-	\$ -
iPass, Inc.	EV Group	Amendment No. 1 to the Corporate Remote Access Agreement (Enterprise Mobility Services) Dated September 13, 2002	N/A	-	\$ -
iPass, Inc.	EV Group	Amendment No. 2 to the Corporate Remote Access Agreement Dated September 13, 2002	N/A	-	\$ -
iPass, Inc.	EV Group	Amendment No. 2 to the Corporate Remote Access Agreement Dated September 13, 2002	N/A	-	\$ -
iPass, Inc.	EV Group	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	EV Group	Amendment No. 2 to the Corporate Remote Access Agreement Dated September 13, 2002	N/A	-	\$ -
iPass, Inc.	EV Group	Amendment No. 2 to the Corporate Remote Access Agreement Dated September 13, 2002	N/A	-	\$ -
iPass, Inc.	EV Group	Amendment No. 2 to the Corporate Remote Access Agreement Dated September 13, 2002	N/A	-	\$ -
Pareteum Europe BV	Evernex	Purchase Order Form re: Support Services	N/A	-	\$ -
Pareteum Corporation - USA	Exacta LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Exacta LLC	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Excellus Communications, LLC dba Snapfon	Pareteum International Roaming Plans	N/A	-	\$ -
Pareteum Corporation - USA	Excellus Communications, LLC dba Snapfon	Pareteum International Texting Options From The U.S.	N/A	-	\$ -
Pareteum Corporation - USA	Excellus Communications, LLC dba Snapfon	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Excellus Communications, LLC dba Snapfon	Agreement USA MVNO Cloud	N/A	-	\$ -
Pareteum Corporation - USA	Exclamation Wireless Inc.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Exclamation Wireless Inc.	Schedule of Services	N/A	-	\$ -

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
Pareteum Corporation - USA	Exclamation Wireless Inc.	Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Exclamation Wireless Inc.	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Faith Wireless	Faith Wireless AT&T Connectivity Prices: February 15, 2019	N/A	-	\$ -
Pareteum Corporation - USA	Faith Wireless	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Faith Wireless	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Faith Wireless	Mobile Services - Faith Wireless Special Rates	N/A	-	\$ -
Pareteum Corporation - USA	Fastnet Mobile Inc.	Roaming Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	Fastnet Mobile Inc.	Agreement USA MVNO Cloud	N/A	-	\$ -
Pareteum Corporation - USA	Fastnet Mobile Inc.	Mobile Services - Fastnet Special Rates	N/A	-	\$ -
Pareteum Corporation - USA	Fastnet Mobile Inc.	Mobile Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	Fastnet Mobile Inc.	Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	FD Inc.	Agent Agreement	N/A	-	\$ -
iPass, Inc.	FEDERAL INSURANCE COMPANY	Policyholder Disclosure Notice of Terrorism Insurance Coverage	N/A	-	\$ -
iPass, Inc.	Federal Signal	Amendment No. 1 to the Corporate Remote Access Agreement Dated November 18, 2005	N/A	-	\$ -
iPass, Inc.	Federal Signal	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	Federal Signal	Amendment No. 2 to the Corporate Remote Access Agreement Dated November 18, 2005	N/A	-	\$ -
Pareteum NV	Felix Thoen	Employment Agreement for an definite period of time	N/A	-	\$ -
Pareteum Corporation - USA	Fidelitel Inc.	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Fidelitel Inc.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Fierce Tech, California LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Fierce Tech, California LLC	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Financial Reporting Specialists LLC	Independent Contractor Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Finch McCranie, LLP	Engagement Letter to Provide Advice re: U.S. Securities and Exchange Commission (SEC) Investigation	USD	65,358.70	\$ 65,358.70
iPass, Inc.	FIP UST LP	Deposit Account Control Agreement	N/A	-	\$ -
iPass, Inc.	Flexible Networks	Amendment No. 10 to the iPass Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Flexible Networks	Amendment No. 7 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordic AB	Amendment No. 1 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordic AB	Amendment No. 17 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordic AB	Amendment No. 2 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordic AB	Amendment No. 3 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordic AB	Amendment No. 4 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordics	Amendment No. 5 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordics AB	Amendment No. 11 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordics AB	Amendment No. 12 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordics AB	Amendment No. 13 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordics AB	Amendment No. 14 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordics AB	Amendment No. 15 to the Certain Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordics AB	Amendment No. 16 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordics AB	Amendment No. 18 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordics AB	Amendment No. 19 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordics AB	Amendment No. 6 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordics AB	Amendment No. 8 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordics AB	Amendment No. 9 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Networks Nordics AB	Amendment No. 13 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexible Nordics AB	Amendment No. 21 to the Channel Partner Reseller Agreement Dated September 30, 2003	N/A	-	\$ -
iPass, Inc.	Flexinets AB	Channel Partner Reseller Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Flightcase IT Services	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	FMC Corporation	Amendment No. 1 to the Corporate Remote Access Agreement Dated August 1, 2005	N/A	-	\$ -
iPass, Inc.	FMC Corporation	Amendment No. 2 to the Corporate Remote Access Agreement Dated August 1, 2005	N/A	-	\$ -
iPass, Inc.	FMC Corporation	Amendment No. 3 to the Corporate Remote Access Agreement Dated August 1, 2005	N/A	-	\$ -
iPass, Inc.	FMC Corporation	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	FMC Corporation	Amendment No. 1 to the Corporate Remote Access Agreement Dated August 1, 2005	N/A	-	\$ -
iPass, Inc.	FMC Corporation	Corporate Remote Access Agreement	N/A	-	\$ -

Pareteum Corporation, et al.

Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	FMC Corporation	Amendment No. 2 to the Corporate Remote Access Agreement Dated August 1, 2005	N/A	-	\$ -
iPass, Inc.	Fon Wireless Limited	Broadband Supply Agreement	EUR	305,266.44	\$ 335,793.08
iPass, Inc.	Ford Motor Company	Proof of Concept Agreement	N/A	-	\$ -
iPass, Inc.	FOURKITES, INC.	Amendment No. 1 to the Service Order Form Dated March 3, 2017	N/A	-	\$ -
iPass, Inc.	France Telecom	Corporate Sourcing Contract	N/A	-	\$ -
Pareteum Corporation - USA	Frederick Larcombe	Consulting Agreement	USD	44,275.00	\$ 44,275.00
Pareteum Corporation - USA	Freemo / Beast Mobile	AGREEMENT USA MVNO CLOUD	N/A	-	\$ -
Pareteum Corporation - USA	Freemo / Beast Mobile	PARETEUM IOT SPECIAL RATE PROPOSAL	N/A	-	\$ -
Pareteum Corporation - USA	Freemo / Beast Mobile	IOT STANDARD RATES USA	N/A	-	\$ -
Pareteum Corporation - USA	FreeMo Inc.	AGREEMENT USA MVNO CLOUD	N/A	-	\$ -
Pareteum Corporation - USA	FreeMo Inc.	Mobile Services Throttle Plans	N/A	-	\$ -
Pareteum Corporation - USA	FreeMo Inc.	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	FreeMo Inc.	Mobile Services Plans	N/A	-	\$ -
iPass, Inc.	Freemo/ Beast Mobile	Subscription Software License Agreement	N/A	-	\$ -
iPass, Inc.	Freewave	Broadband Supply Agreement	EUR	220.68	\$ 242.75
iPass, Inc.	Futur3 s.r.l.	Broadband Supply Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Gecom Technologies Ltd	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Gecom Technologies Ltd	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Global Connects Limited	Mobile Services Proposal for Global Connect Solutions Dated February 2018	N/A	-	\$ -
Pareteum Corporation - USA	Global Connects Limited	Mobile Services Proposal for Global Connect Solutions Dated February 2018	N/A	-	\$ -
iPass, Inc.	Global Telecom & Technology Americas, Inc.	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Global Telecom & Technology Americas, Inc.	Amendment No. 7 to the Channel Partner Reseller Agreement Dated October 27, 2009	N/A	-	\$ -
iPass, Inc.	Global Telecom and Technology Americas, Inc.	Amendment No. 7 to the Chanel Partner Reseller Agreement Dated October 27, 2009	N/A	-	\$ -
iPass, Inc.	Global Telecom and Technology Americas, Inc.	Amendment No. 8 to the Channel Partner Reseller Agreement Dated October 27, 2009	N/A	-	\$ -
iPass, Inc.	Global Telecom and Technology Americas, Inc.	Amendment No. 9 to the Channel Partner Reseller Agreement Dated October 27, 2009	N/A	-	\$ -
Pareteum Corporation - USA	Globalmate, Inc.	MASTER SERVICES AGREEMENT DATED MAY 10, 2018	N/A	-	\$ -
Pareteum Corporation - USA	Globalmate, Inc.	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	GlobalRinger Inc.	MASTER SERVICES AGREEMENT DATED DECEMBER 30, 2018	N/A	-	\$ -
Pareteum Corporation - USA	GlobalRinger Inc.	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	Globe Telecom Inc.	INTERNET ROAMING SERVICE AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	Globex Telecom Group Limited	MASTER SERVICES AGREEMENT DATED FEBRUARY 6, 2019	N/A	-	\$ -
Pareteum Corporation - USA	Globex Telecom Group Limited	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	Golder Associates Inc.	Letter Agreement re iPass End User License Agreement	N/A	-	\$ -
iPass, Inc.	Google Inc.	Device & Software Evaluation License Agreement	USD	2,731.56	\$ 2,731.56
iPass, Inc.	Google Technology, Inc.	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	Grant Thornton LLP	Engagement Letter	USD	42,830.20	\$ 42,830.20
Pareteum Corporation - USA	Great Midwest Insurance Company	Commercial Lines Policy	N/A	-	\$ -
Pareteum NV	Grootaerd, Dieuwert	Employment Agreement	N/A	-	\$ -
Pareteum NV	Grootaerd, Dieuwert	Employment Agreement	N/A	-	\$ -
iPass, Inc.	GTS-Datanet Telecommunications Ltd	Internet Access Purchase Agreement	USD	13.82	\$ 13.82
iPass, Inc.	Guglielmo Ltd.	Broadband Supply Agreement	USD	30.33	\$ 30.33
iPass, Inc.	GXO Enterprise Services, LLC	Service Order Form	N/A	-	\$ -
iPass, Inc.	GXO Enterprise Services, LLC	Service Order Form	N/A	-	\$ -
iPass, Inc.	Harmonic, Inc.	Amendment No. 1 to the Corporate Remote Access Agreement Dated October 7, 2002	N/A	-	\$ -
iPass, Inc.	Harmonic, Inc.	Amendment No. 2 to the Corporate Remote Access Agreement Dated October 7, 2002	N/A	-	\$ -
iPass, Inc.	Harmonic, Inc.	Amendment No. 3 to the Corporate Remote Access Agreement Dated October 7, 2002	N/A	-	\$ -
iPass, Inc.	Harmonic, Inc.	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	Harmonic, Inc.	Amendment No. 3 to the Corporate Remote Access Agreement Dated October 7, 2002	N/A	-	\$ -
iPass, Inc.	Harmonic, Inc.	Amendment No. 3 to the Corporate Remote Access Agreement Dated October 7, 2002	N/A	-	\$ -
iPass, Inc.	Harmonic, Inc.	Amendment No. 5 to the Corporate Remote Access Agreement Dated October 7, 2002	N/A	-	\$ -
iPass, Inc.	Harmonic, Inc.	Amendment No. 4 to the Corporate Remote Access Agreement Dated October 7, 2002	N/A	-	\$ -
iPass, Inc.	Hatch Pty Ltd	Letter Agreement re iPass End User License Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Hawkins Enterprise Group, LLC	NON-DISCLOSURE AGREEMENT DATED OCTOBER 15, 2018	N/A	-	\$ -
Pareteum Corporation - USA	Hawkins Enterprise Group, LLC	MASTER SERVICES AGREEMENT DATED OCTOBER 30, 2018	N/A	-	\$ -
Pareteum Corporation - USA	Hawkins Enterprise Group, LLC	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Hayai Ltd DBA White Label SIM	MASTER SERVICES AGREEMENT DATED MAY 30, 2018	N/A	-	\$ -
Pareteum Corporation - USA	Hayai Ltd DBA White Label SIM	Implementation Agreement	N/A	-	\$ -
Pareteum Europe BV	Heidrick & Struggles	Letter re: Chief Commercial Officer Placement	N/A	-	\$ -
Pareteum Europe BV	Heidrick & Struggles	Letter re: Chief Commercial Officer Placement	N/A	-	\$ -
Pareteum Corporation - USA	Helix Wireless Inc.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Helix Wireless Inc.	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Helix Wireless Inc.	Pareteum Lot Special Rate Proposal	N/A	-	\$ -
Pareteum Corporation - USA	Helix Wireless Inc.	Pareteum Mobile Services	N/A	-	\$ -



Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	Henry Schein	Amendment No. 1 to the Service Order Form Dated August 22, 2017	N/A	-	\$ -
Pareteum Corporation - USA	High Trail Investments SA LLC	Deposit Account Control Agreement	N/A	-	\$ -
iPass, Inc.	hi-ho, Inc.	Second Managed Access Service Supplement to the Solution Partner Roaming Agreement Dated February 19, 2002	N/A	-	\$ -
iPass, Inc.	Hoist Group AG.	Amendment No. 5 to the Broadband Supply Agreement Dated February 27, 2006	EUR	121,404.79	\$ 133,545.27
iPass, Inc.	Hotcity S.A.	Network Access Agreement	EUR	25.35	\$ 27.89
iPass, Inc.	Hotel Internet Services	Broadband Supply Agreement	USD	77.46	\$ 77.46
Pareteum Europe BV	Houtell	Payroll Service Provider	N/A	-	\$ -
iPass, Inc.	HQ Supreme Allied Commander Transformation - NATO	Deal Information Sheet and Order Form	N/A	-	\$ -
iPass, Inc.	HSBC Global Services (UK) Limited	Global Hosted Services Agreement	N/A	-	\$ -
iPass, Inc.	HSBC Global Services (UK) Limited	Amendment No. 1 to the Unlimited Voucher Services Agreement Dated December 22, 2015	N/A	-	\$ -
iPass, Inc.	HSBC Global Services (UK) Limited	Amendment No. 2 to the Unlimited Voucher Service Agreement Dated December 22, 2015	N/A	-	\$ -
iPass, Inc.	HSBC Global Services (UK) Limited	Unlimited Voucher Services Agreement	N/A	-	\$ -
iPass, Inc.	HSBC Global Services (UK) Limited	Variation Agreement Number 3	N/A	-	\$ -
iPass, Inc.	Hub-One	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Hub-One	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	HunterLink Pty Ltd	INTERNET DIAL ACCESS PURCHASE AGREEMENT	N/A	-	\$ -
Pareteum Europe BV	HUTCHISON 3G UK LIMITED	Deed of Novation to Credit Voucher Agreement Dated May 31, 2017	GBP	174,850.34	\$ 219,889.96
Pareteum Corporation - USA	I Luv Wireless, LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	I Luv Wireless, LLC	Implementation Agreement	N/A	-	\$ -
Pareteum Europe BV	iBasis Global, Inc.	Master Agreement for Providing Global IoT Services	EUR	134,422.81	\$ 141,752.85
Pareteum Europe BV	iBasis Global, Inc.	Annex A to the Master Agreement for Providing Global IoT Services	EUR		
Pareteum Europe BV	iBasis Global, Inc.	Annex B to the Master Agreement for Providing Global IoT Services	EUR		
Pareteum Europe BV	iBasis Global, Inc.	Annex C to the Master Agreement for Providing Global IoT Services	EUR		
Pareteum Corporation - USA	IBO Connect Ltd	Signature Pages to Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	IBO Connect Ltd	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	IBO Connect Ltd	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	IBO Connect Ltd	Signature Page to an Agreement Signed by Counterparty	N/A	-	\$ -
Pareteum Corporation - USA	IBO Connect Ltd	Implementation Agreement (Draft)	N/A	-	\$ -
Pareteum Corporation - USA	IBO Connect Ltd	Master Services Agreement (Draft)	N/A	-	\$ -
Pareteum Corporation - USA	IBO Connect Ltd	Schedule of Services (Draft)	N/A	-	\$ -
iPass, Inc.	Ideas	Amendment No. 1 to the Service Order Form Dated June 30, 2017	N/A	-	\$ -
Pareteum NV	iDocta / Canon Belgium NV	lease - office equipment	EUR	1,176.16	\$ 1,223.21
Pareteum NV	iDocta / Canon Belgium NV	lease - office equipment	EUR		
iPass, Inc.	IIJ Technology, Inc.	Second Managed Access Service Supplement to the Solution Partner Roaming Agreement Dated February 19, 2002	N/A	-	\$ -
iPass, Inc.	IIJ Technology, Inc.	Amendment No. 1 to the Solution Partner Reseller Agreement Dated February 19, 2002	N/A	-	\$ -
iPass, Inc.	IIJ Technology, Inc.	Amendment No. 2 to the Solution Partner Reseller Agreement Dated February 19, 2002	N/A	-	\$ -
iPass, Inc.	IIJ Technology, Inc.	Amendment No. 3 to the Solution Partner Reseller Agreement Dated February 19, 2002	N/A	-	\$ -
iPass, Inc.	IIJ Technology, Inc.	Amendment No. 4 to the Solution Partner Reseller Agreement Dated February 19, 2002	N/A	-	\$ -
iPass, Inc.	IIJ Technology, Inc.	Assignment Agreement to the Solution Partner Reseller Agreement Dated February 19, 2002	N/A	-	\$ -
iPass, Inc.	IIJ Technology, Inc.	Managed Access Service Supplement to the Solution Partner Roaming Agreement Dated February 19, 2002	N/A	-	\$ -
iPass, Inc.	IIJ Technology, Inc.	Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	IKANO Communications	Internet Access Purchase Agreement	USD	46.99	\$ 46.99
iPass, Inc.	Imerys	Amendment No. 1 to the Corporate Remote Access Agreement Dated December 18, 2003	N/A	-	\$ -
iPass, Inc.	Imerys	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	Imerys Minerals Ltd	Amendment No. 1 to the Service Order Form Dated December 2, 2016	N/A	-	\$ -
iPass, Inc.	Imerys Minerals Ltd	Service Order Form	N/A	-	\$ -
iPass, Inc.	Imerys USA, Inc.	Amendment No. 4 to the Corporate Remote Access Agreement Dated August 24, 2005	N/A	-	\$ -
iPass, Inc.	Imerys USA, Inc.	Amendment No. 1 to the Corporate Remote Access Agreement Dated August 24, 2005	N/A	-	\$ -
iPass, Inc.	Imerys USA, Inc.	Amendment No. 2 to the Corporate Remote Access Agreement Dated August 24, 2005	N/A	-	\$ -
iPass, Inc.	Imerys USA, Inc.	Amendment No. 3 to the Corporate Remote Access Agreement Dated August 24, 2005	N/A	-	\$ -
iPass, Inc.	Imerys USA, Inc.	Amendment No. 4 to the Corporate Remote Access Agreement Dated August 24, 2005	N/A	-	\$ -
iPass, Inc.	Imerys USA, Inc.	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	Impact Radius	Service Order Form	N/A	-	\$ -
iPass, Inc.	Imperial Tobacco Limited	Amendment No. 2 to the iPass Enterprise Mobility Services Master Services Agreement Dated August 29, 2013	N/A	-	\$ -
iPass, Inc.	Imperial Tobacco Limited	Amendment No. 3 to the iPass Enterprise Mobility Services Master Services Agreement Dated August 29, 2013	N/A	-	\$ -
iPass, Inc.	Imperial Tobacco Limited	Amendment No. 1 to the iPass Enterprise Mobility Services Master Services Agreement Dated August 29, 2013	N/A	-	\$ -
iPass, Inc.	Imperial Tobacco Limited	Amendment No. 2 to the iPass Enterprise Mobility Services Master Services Agreement Dated August 29, 2013	N/A	-	\$ -
iPass, Inc.	Imperial Tobacco Limited	Amendment No. 2 to the iPass Enterprise Mobility Services Master Services Agreement Dated August 29, 2013	N/A	-	\$ -

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	Imperial Tobacco Limited	iPass Enterprise Mobility Services Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Incitec Pivot Limited ABN 42 004 080 264	Mobile Office Agreement	N/A	-	\$ -
iPass, Inc.	inexio Informationstechnologie und Telekommunikation KGaA	Internet Access Purchase Agreement	USD	0.59	\$ 0.59
Pareteum Corporation - USA	Informatica LLC	SOFTWARE AND CLOUD OEM LICENSE AGREEMENT	N/A	-	\$ -
iPass, Inc.	Infrastructure Logic Pty Ltd	Broadband Supply Agreement	USD	293.31	\$ 293.31
iPass, Inc.	Innovaccer, Inc.	Amendment No. 1 to the Service Order Form Dated October 17, 2018	N/A	-	\$ -
iPass, Inc.	Innovaccer, Inc.	Amendment No. 2 to the Service Order Form Dated October 17, 2018	N/A	-	\$ -
iPass, Inc.	Innovaccer, Inc.	Service Order Form	N/A	-	\$ -
iPass, Inc.	Insight Data	Employee Referral Agreement	N/A	-	\$ -
Pareteum Corporation - USA	InSync Outsourcing LLP	Statement of Work re 1st Level Technical Support	N/A	-	\$ -
Pareteum Corporation - USA	Integral Telecommunications Limited	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Inteliquent, Inc.	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	InterConnect	Internet Dial Access Purchase Agreement	N/A	-	\$ -
iPass, Inc.	Internet Initiative Japan Inc.	Assignment Agreement to the Solution Partner Reseller Agreement Dated February 19, 2002	N/A	-	\$ -
iPass, Inc.	Internet Initiative Japan Inc.	Managed Access Service Supplement to the Solution Partner Roaming Agreement Dated February 19, 2002	N/A	-	\$ -
iPass, Inc.	Internet Initiative Japan Inc.	Amendment No. 6 to the Solution Partner Reseller Agreement Dated February 19, 2002	N/A	-	\$ -
iPass, Inc.	Internet Initiative Japan Inc.	iPass Enterprise Mobility Services Test Agreement	N/A	-	\$ -
iPass, Inc.	INTERNET SOLUTIONS (PTY) LIMITED	BROADBAND SUPPLY AGREEMENT	N/A	-	\$ -
iPass, Inc.	INTERNET SOLUTIONS (PTY) LIMITED	CHANNEL PARTNER RESELLER AGREEMENT	N/A	-	\$ -
iPass, Inc.	INTERNET SOLUTIONS (PTY) LIMITED	Internet Dial Access Purchase Agreement	N/A	-	\$ -
iPass, Inc.	INTERNET SOLUTIONS Ltd	INTERNET ROAMING SERVICE AGREEMENT	USD	80,442.66	\$ 80,442.66
iPass, Inc.	Inter-Touch Holdings Ltd	Broadband Supply Agreement	N/A	-	\$ -
iPass, Inc.	Inter-Touch Pte Ltd	Services Agreement	USD	75,215.75	\$ 75,215.75
iPass, Inc.	Inter-Touch Pte Ltd	Broadband Supply Agreement	USD	75,215.75	\$ 75,215.75
Pareteum Corporation - USA	InTown Legal (Turner) LLC	Invoice re: General Advice (Labor)	USD	13,126.58	\$ 13,126.58
Pareteum Europe BV	Invigo Offshore SAL	Purchase Order Form	USD	30,000.00	\$ 30,000.00
Pareteum Corporation - USA	INVOXIO	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	INVOXIO	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	INVOXIO	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	iPass, Inc.	CHANNEL PARTNER RESELLER AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	iPass, Inc.	Software License Agreement	N/A	-	\$ -
iPass, Inc.	iRoam	Amendment No. 10 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	iRoam BV	AMENDMENT NO. 1 to the IROAM RESELLER AGREEMENT Dated August 29, 2003	N/A	-	\$ -
iPass, Inc.	iRoam BV	IROAM RESELLER AGREEMENT	N/A	-	\$ -
iPass, Inc.	I-Roam Limited	SOLUTION PARTNER RESELLER AGREEMENT	N/A	-	\$ -
iPass, Inc.	iRoam Mobile Solutions	Amendment No. 13 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	iRoam Mobile Solutions	Amendment No. 4 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	iRoam Mobile Solutions	Amendment No. 6 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	iRoam Mobile Solutions	Amendment No. 14 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	iRoam Mobile Solutions	Amendment No. 15 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	iRoam Mobile Solutions	Amendment No. 16 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	iRoam Mobile Solutions	IPASS ENTERPRISE MOBILITY SERVICES PILOT AGREEMENT	N/A	-	\$ -
iPass, Inc.	iRoam Mobile Solutions Inc.	IMDF Supplement to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	iRoam Mobile Solutions Inc.	ADDENDUM to the SOLUTION PARTNER RESELLER AGREEMENT DATED JUNE 1, 2002	N/A	-	\$ -
iPass, Inc.	iRoam Mobile Solutions Inc.	Amendment No. 12 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	iRoam Mobile Solutions Inc.	Letter re Extension Notice to Pilot Agreement Dated October 24, 2012	N/A	-	\$ -
iPass, Inc.	iRoam Mobile Solutions Inc.	Deal Information Sheet and Order Form	N/A	-	\$ -
iPass, Inc.	iRoam Mobile Solutions Inc.	Deal Information Sheet and Order Form	N/A	-	\$ -
iPass, Inc.	iROAM MOBILE SOLUTIONS, INC.	ADDENDUM to the SOLUTION PARTNER RESELLER AGREEMENT Dated JUNE 1, 2002	N/A	-	\$ -
iPass, Inc.	iRoam Services Inc.	SOLUTION PARTNER RESELLER AGREEMENT	N/A	-	\$ -
iPass, Inc.	iRoam Services Inc.	Amendment No. 11 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	iROAM SERVICES, INC.	AMENDMENT NO. 1 to the SOLUTION PARTNER RESELLER AGREEMENT Dated JUNE 1, 2002	N/A	-	\$ -
Pareteum Corporation - USA	Jake Picache	Agent Agreement	USD	38,000.00	\$ 38,000.00
iPass, Inc.	Japan Telecom Co. Ltd.	CORPORATE ACCESS SERVICE ADDENDUM to the INTERNET ROAMING SERVICE AGREEMENT Dated November 26, 1998	N/A	-	\$ -
iPass, Inc.	Japan Telecom Co. Ltd.	AMENDMENT NO. 1 to the INTERNET ROAMING SERVICE AGREEMENT Dated November 26, 1998	N/A	-	\$ -
iPass, Inc.	Japan Telecom Co. Ltd.	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	JAPAN TELECOM CO. LTD.	INTERNET ROAMING SERVICE AGREEMENT	N/A	-	\$ -
iPass, Inc.	JAPAN TELECOM CO., LTD.	Broadband Supply Agreement	N/A	-	\$ -
Pareteum NV	Jasson Logghe	Employment Agreement for a Definite Period of Time	N/A	-	\$ -
Pareteum Corporation - USA	Javier Guaman Reyes	Consulting Agreement	N/A	-	\$ -

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
Pareteum Corporation - USA	Javier Guaman Reyes	Consulting Agreement	N/A	-	\$ -
Pareteum Europe BV	JeeCee BV	Consultancy Agreement for a Definite Period of Time	EUR		
Pareteum Europe BV	JeeCee BV	Addendum to Consulting Agreement for a Definite Period of Time Effective December 1, 2020	EUR	1,832.80	\$ 1,932.74
Pareteum Europe BV	JeeCee BV	Consultancy Agreement For A Definite Period of Time	EUR		
iPass, Inc.	Jeppesen	Letter Agreement re: iPass End User License Agreement	N/A	-	\$ -
iPass, Inc.	Jeppesen Sanderson, Inc.	Amendment No. 1 to the Corporate Remote Access Agreement Dated June 30, 2004	N/A	-	\$ -
iPass, Inc.	Jeppesen Sanderson, Inc.	Amendment No. 2 to the Corporate Remote Access Agreement Dated June 30, 2004	N/A	-	\$ -
iPass, Inc.	Jeppesen Sanderson, Inc.	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	Jeppesen Sanderson, Inc.	Letter Agreement re: Corporate Remote Access Services	N/A	-	\$ -
Pareteum Corporation - USA	Jerry W. Lambert, Sr.	Letter Agreement re: Employment Offer	N/A	-	\$ -
iPass, Inc.	JIE FU SHING	Amendment No. 2 to the Service Order Form Dated November 23, 2020	N/A	-	\$ -
iPass, Inc.	JIE FU SHING	Amendment No. 3 to the Service Order Form Dated November 23, 2020	N/A	-	\$ -
iPass, Inc.	JIE FU SHING	Amendment No. 2 to the Service Order Form Dated November 23, 2020	N/A	-	\$ -
iPass, Inc.	Jim Beam Brands Co.	Amendment No. 1 to the Mobility Services Agreement Dated June 30, 2017	N/A	-	\$ -
iPass, Inc.	Jim Beam Brands Co.	Amendment No. 2 to the Mobility Services Agreement Dated April 1, 2017	N/A	-	\$ -
iPass, Inc.	Jim Beam Brands Co.	Mobility Services Agreement	N/A	-	\$ -
Pareteum Europe BV	Johan Jonk	Employment Agreement for an Indefinite Period of Time	N/A	-	\$ -
Pareteum Corporation - USA	John Gordon	Amendment to Consulting Agreement	N/A	-	\$ -
Pareteum Corporation - USA	John Gordon	Consulting Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Jose Manuel Rodriguez Paz	Consulting Agreement	USD		
Pareteum Corporation - USA	Jose Manuel Rodriguez Paz	Addendum to Consulting Agreement	USD	2,850.91	\$ 2,850.91
Pareteum Corporation - USA	Jose Manuel Rodriguez Paz	Consulting Agreement	USD		
Pareteum Corporation - USA	Joseph Conrey	Letter Agreement re: Offer of Employment	N/A	-	\$ -
Pareteum Corporation - USA	Joseph Martinello	Consulting Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Joseph Martinello	Consulting Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Just Perfection	Email re: Channel Costs	N/A	-	\$ -
Pareteum Corporation - USA	Just Perfection, Inc.	First Amendment to Schedule 2	N/A	-	\$ -
Pareteum Corporation - USA	Just Perfection, Inc.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Just Perfection, Inc.	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Just Sim Limited	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Just Sim Limited	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Karkinos IP Consulting Limited	Amendment to the Consulting Agreement Dated September 25, 2019	N/A	-	\$ -
Pareteum Corporation - USA	Karkinos IP Consulting Limited	Consulting Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Kim Anderson	Consulting Agreement	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	AMENDMENT NO. 10 to the CORPORATE REMOTE ACCESS AGREEMENT Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	AMENDMENT NO. 9 to the CORPORATE REMOTE ACCESS AGREEMENT Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	AMENDMENT NO. 7 to the CORPORATE REMOTE ACCESS AGREEMENT Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	AMENDMENT NO. 7 to the CORPORATE REMOTE ACCESS AGREEMENT Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	AMENDMENT NO. 8 to the CORPORATE REMOTE ACCESS AGREEMENT Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	Letter re: Temporary Discount on Services	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	AMENDMENT NO. 11 to the CORPORATE REMOTE ACCESS AGREEMENT	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	AMENDMENT NO. 1 to the CORPORATE REMOTE ACCESS AGREEMENT Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	AMENDMENT NO. 2 to the CORPORATE REMOTE ACCESS AGREEMENT Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	AMENDMENT NO. 7 to the CORPORATE REMOTE ACCESS AGREEMENT Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	AMENDMENT NO. 3 TO THE CORPORATE REMOTE ACCESS AGREEMENT DATED July 28, 2003	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	AMENDMENT NO. 4 to the CORPORATE REMOTE ACCESS AGREEMENT Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	AMENDMENT NO. 5 to the CORPORATE REMOTE ACCESS AGREEMENT Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	AMENDMENT NO. 6 to the CORPORATE REMOTE ACCESS AGREEMENT Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Kirkland & Ellis LLP	CORPORATE REMOTE ACCESS AGREEMENT	N/A	-	\$ -
iPass, Inc.	KLA-Tencor Corporation	Letter Agreement re: Corporate Remote Access Agreement as Amended Dated June 30, 2005	N/A	-	\$ -
iPass, Inc.	KLA-Tencor Corporation	Amendment No. 1 to the Corporate Remote Access Agreement Dated June 30, 2005	N/A	-	\$ -
iPass, Inc.	KLA-Tencor Corporation	Amendment No. 2 to the Corporate Remote Access Agreement Dated June 30, 2005	N/A	-	\$ -
iPass, Inc.	KLA-Tencor Corporation	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	KLA-Tencor Corporation	Letter Agreement re: Trial Program for Remote Access Project	N/A	-	\$ -
iPass, Inc.	KLA-Tencor Corporation	Letter Agreement re: End User License Agreement	N/A	-	\$ -
iPass, Inc.	KLA-Tencor Corporation	iPass Enterprise Mobility Services Test Agreement	N/A	-	\$ -



Pareteum Corporation, et al.

Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	KLA-Tencor Corporation	Training Addendum to the Corporate Remote Access Agreement Dated August 30, 2005	N/A	-	\$ -
iPass, Inc.	KLA-Tencor Corporation	Letter Agreement re: Trial Program	N/A	-	\$ -
iPass, Inc.	KLA-Tencor Corporation	Letter Agreement re: Trial Program	N/A	-	\$ -
Pareteum Corporation - USA	KNV OPERATIONS LLC	Pareteum Roaming Services	N/A	-	\$ -
Pareteum Corporation - USA	KNV OPERATIONS LLC	AGREEMENT USA MVNO CLOUD	N/A	-	\$ -
Pareteum Corporation - USA	KNV OPERATIONS LLC	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	KNV OPERATIONS LLC	Pareteum Business Data Only Plans	N/A	-	\$ -
Pareteum Corporation - USA	KNV OPERATIONS LLC	Pareteum Mobile Services Rate Plans	N/A	-	\$ -
Pareteum Corporation - USA	Konnor Wheeler	Letter Agreement re: Offer of Employment	N/A	-	\$ -
Pareteum Corporation - USA	Krea Construcciones S A S	AMENDMENT TO CONSULTING AGREEMENT Dated March 15, 2022	N/A	-	\$ -
iPass, Inc.	KT	Internet Access Purchase Agreement	USD	-	\$ -
iPass, Inc.	KT Corp.	Broadband Supply Agreement	USD	-	\$ -
Pareteum Corporation - USA	Ladybug Wireless	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Ladybug Wireless	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Landis+Gyr Technology, Inc.	Amendment No. 6 to the Mobility Services Master Services Agreement Dated July 15, 2011	N/A	-	\$ -
iPass, Inc.	Landis+Gyr Technology, Inc.	Amendment No. 5 to the Mobility Services Master Services Agreement Dated July 15, 2011	N/A	-	\$ -
iPass, Inc.	Landis+Gyr Technology, Inc.	Amendment No. 1 to the Enterprise Mobility Services Master Services Agreements Dated July 15, 2011	N/A	-	\$ -
iPass, Inc.	Landis+Gyr Technology, Inc.	Amendment No. 2 to the Enterprise Mobility Services Master Service Agreement Dated July 15, 2011	N/A	-	\$ -
iPass, Inc.	Landis+Gyr Technology, Inc.	Amendment No. 3 to the iPass Enterprise Mobility Services Master Services Agreement Dated July 15, 2011	N/A	-	\$ -
iPass, Inc.	Landis+Gyr Technology, Inc.	Amendment No. 4 to the iPass Enterprise Mobility Services Master Agreement Dated July 15, 2011	N/A	-	\$ -
iPass, Inc.	Landis+Gyr Technology, Inc.	Amendment No. 5 to the Mobility Services Master Services Agreement Dated July 15, 2011	N/A	-	\$ -
iPass, Inc.	Landis+Gyr Technology, Inc.	iPass Enterprise Mobility Services Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Lanka Communication Services (pvt) Ltd	Broadband Supply Agreement	N/A	-	\$ -
Pareteum Corporation - USA	LaTasha Williamson DBA Drip Link Wireless	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	LaTasha Williamson DBA Drip Link Wireless	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Laura Thomas	Employee Agreement	N/A	-	\$ -
Pareteum Corporation - USA	LeadsRain	Schedule of Services - Schedules 1-3	N/A	-	\$ -
Pareteum Corporation - USA	LeadsRain	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	LG Uplus Corp.	Broadband Supply Agreement	USD	73.45	\$ 73.45
iPass, Inc.	Liberty Global Services B.V.	Statement of Work re: Governed by Global Relationship Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Liberty Global Services B.V. (NL)	Purchase Order	N/A	-	\$ -
Pareteum Corporation - USA	Liberty Global Services B.V. (NL)	Email re: Purchase Order	N/A	-	\$ -
Pareteum Corporation - USA	Light Phone Inc.	Rate List	N/A	-	\$ -
Pareteum Corporation - USA	Light Phone Inc.	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Light Phone Inc.	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	LinkedIn	Order Form	USD	14,340.00	\$ 14,340.00
iPass, Inc.	LinkedIn	Order Form	USD	14,340.00	\$ 14,340.00
iPass, Inc.	Linktel	Amendment No. 1 to the Mobility Services Agreement Dated October 1, 2018	N/A	-	\$ -
iPass, Inc.	Linktel	Mobility Services Agreement	N/A	-	\$ -
iPass, Inc.	LINKTEL TELECOMUNICACOES LTDA	Amendment No. 2 to the Broadband Supply Agreement Dated July 16,	N/A	-	\$ -
iPass, Inc.	LINKTEL TELECOMUNICACOES LTDA	Broadband Supply Agreement	USD	109,999.96	\$ 109,999.96
iPass, Inc.	LINKTEL TELECOMUNICACOES LTDA	Broadband Supply Agreement	USD	109,999.96	\$ 109,999.96
iPass, Inc.	LINKTEL TELECOMUNICACOES LTDA	Broadband Supply Agreement	USD	109,999.96	\$ 109,999.96
Pareteum Corporation - USA	Lisa Austin	Consulting Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Lisa Austin	Consulting Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Integral Telecommunications Limited	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Integral Telecommunications Limited	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	LOCKTON COMPANIES LLC	Policyholder Disclosure Notice of Terrorism Insurance Coverage	N/A	-	\$ -
iPass, Inc.	Logicalis	Service Order Form	N/A	-	\$ -
iPass, Inc.	LOGICALIS, INC.	Amendment No. 1 to the Service Order Form Dated June 30, 2016	N/A	-	\$ -
iPass, Inc.	Logicalis, Inc.	Service Order Form	N/A	-	\$ -
iPass, Inc.	Longfellow	Letter Agreement re: Lease at 3800 Bridge Parkway, Suite 200, Redwood City, CA 94065	N/A	-	\$ -
Pareteum NV	Lonneville, Maarten	Employment Agreement	N/A	-	\$ -
iPass, Inc.	Lupa Apoio Administrativo e Treinamento Ltda	Consulting Agreement	USD	10,500.00	\$ 10,500.00
iPass, Inc.	Lupa Apoio Administrativo e Treinamento Ltda	Consulting Agreement	USD	10,500.00	\$ 10,500.00
iPass, Inc.	Luxury Homes International	Service Order Form	N/A	-	\$ -
Pareteum Asia Pte. Ltd.	M1	Letter Agreement re: M1 Maxx Project Proposal	N/A	-	\$ -
Pareteum Asia Pte. Ltd.	M1 Limited	Master Services Agreement	SGD	-	\$ -
Pareteum Asia Pte. Ltd.	M1 Limited	Schedules 1-8 to Master Services Agreement Dated July 24, 2019	SGD	-	\$ -
Pareteum Asia Pte. Ltd.	M1 Limited	Letter re Personal Data Protection Act 2012	SGD	-	\$ -
Pareteum Asia Pte. Ltd.	M1 Limited	Amended Schedules 1-6, 8-9 to Master Services Agreement Dated July 24, 2019	SGD	-	\$ -
Pareteum Asia Pte. Ltd.	M1 Limited	Amended Schedules 1-6, 8-9 to Master Services Agreement Dated July 24, 2019	SGD	-	\$ -
Pareteum Asia Pte. Ltd.	M1 Limited	Term Sheet re MVNE Platform	SGD	7,776.48	\$ 5,622.09
Pareteum Asia Pte. Ltd.	M1 Limited	Second Supplemental Agreement to Master Services Agreement Dated July 24, 2019	SGD	-	\$ -

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
Pareteum Asia Pte. Ltd.	M1 Limited	First Supplemental Agreement to Master Services Agreement Dated July 24, 2019	SGD		
Pareteum Asia Pte. Ltd.	M1 Limited	Master Services Agreement	SGD		
Pareteum Asia Pte. Ltd.	M1 Limited	Amendment to Master Services Agreement	SGD		
Pareteum Corporation - USA	M1 Limited	Second Supplemental Agreement to Master Services Agreement Dated July 24, 2019	N/A	-	\$ -
Pareteum Corporation - USA	M1 Limited	First Supplemental Agreement to Master Services Agreement Dated July 24, 2019	N/A	-	\$ -
Pareteum Corporation - USA	M1 Limited	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	M1 Limited	OMX CARRIER WIFI SERVICES AGREEMENT	SGD	-	\$ -
iPass, Inc.	M1 Limited	Unilateral Wi-Fi Roaming Agreement	SGD	-	\$ -
iPass, Inc.	M3-Connect GmbH	Broadband Supply Agreement	USD	169,000.00	\$ 169,000.00
iPass, Inc.	Madison Dearborn Partners LLC	Amendment No. 1 to the Service Order Form Dated March 28, 2016	N/A	-	\$ -
iPass, Inc.	Madison Dearborn Partners LLC	Service Order Form	N/A	-	\$ -
iPass, Inc.	Madison Dearborn Partners LLC	Amendment No. 2 to the Service Order Form Dated March 28, 2016	N/A	-	\$ -
iPass, Inc.	Madison Dearborn Partners LLC	Amendment No. 4 to the Service Order Form Dated March 28, 2016	N/A	-	\$ -
iPass, Inc.	Madison Dearborn Partners LLC	Amendment No. 3 to the Service Order Form Dated March 28, 2016	N/A	-	\$ -
Pareteum NV	Maes, Peter	Employment Agreement	N/A	-	\$ -
Pareteum Europe BV	Magenta Line, LLC	Bilateral Services Agreement	N/A	-	\$ -
iPass, Inc.	Magyar Telekom Telecommunications Public Limited Company	Broadband Supply Agreement	EUR	1,544.82	\$ 1,699.30
iPass, Inc.	Managed Network Services LLC	Corporate Guaranty	N/A	-	\$ -
Pareteum Corporation - USA	Mark O'Hara	Consulting Agreement	GBP	8,000.00	\$ 10,060.72
Pareteum Corporation - USA	Mary Beth Vitale	Letter Agreement re: Board of Directors Nominee	N/A	-	\$ -
Pareteum NV	Mas, Sebastian	Employment Agreement	N/A	-	\$ -
iPass, Inc.	MASIMO CORPORATION	AMENDMENT NO. 1 to the MASTER SERVICE AGREEMENT DATED SEPTEMBER 28, 2018	N/A	-	\$ -
iPass, Inc.	MASIMO CORPORATION	AMENDMENT NO. 2 to the MASTER SERVICE AGREEMENT Dated September 28, 2018	N/A	-	\$ -
iPass, Inc.	MASIMO CORPORATION	AMENDMENT NO. 1 to the MASTER SERVICE AGREEMENT DATED SEPTEMBER 28, 2018	N/A	-	\$ -
iPass, Inc.	MASIMO CORPORATION	iPass Master Services Agreement	N/A	-	\$ -
Pareteum NV	Matthys, Saskia	Employment Agreement	N/A	-	\$ -
Pareteum NV	Matthys, Saskia	Employment Agreement	N/A	-	\$ -
iPass, Inc.	MAXIMO IT SERVICES GMBH	Amendment No. 1 to the Broadband Supply Agreement Dated December 6, 2018	N/A	-	\$ -
iPass, Inc.	MAXIMO IT SERVICES GMBH	Amendment No. 1 to the Broadband Supply Agreement Dated December 6, 2018	N/A	-	\$ -
Pareteum Corporation - USA	MBTNNOVATION TELESOLUTIONS SRL	Consultant Contract	N/A	-	\$ -
Pareteum Corporation - USA	McGuire Woods LLP	Joint Engagement Letter re Various Securities Class Actions	USD	-	\$ -
Pareteum Corporation - USA	mCloud Network Inc.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	mCloud Network Inc.	Schedule of Services	N/A	-	\$ -
iPass, Inc.	Megabeam Italia	Broadband Supply Agreement	N/A	-	\$ -
Pareteum NV	Mercedes-Benz Financial Services BeLux	FRAMEWORK AGREEMENT LONG-TERM LEASE	EUR	19,358.84	\$ 20,133.19
Pareteum Corporation - USA	Mgroup - Marzabal & Miguel	Collaborate Proposal For The Service Of Headhunting And Selection Of Professional Profiles	N/A	-	\$ -
Pareteum Corporation - USA	Michael Furninger	Letter Agreement re: Offer of Employment	N/A	-	\$ -
iPass, Inc.	Mikenopa, A.S.	Mikenopa A.S.	USD	41,359.34	\$ 41,359.34
iPass, Inc.	Minutrade Marketing LTDA.	Amendment No. 2 to the Mobility Services Agreement Dated June 30, 2017	N/A	-	\$ -
iPass, Inc.	Minutrade Marketing LTDA.	Amendment No. 1 to the Mobility Services Agreement Dated June 30, 2017	N/A	-	\$ -
iPass, Inc.	Minutrade Marketing LTDA.	Mobility Service Agreement	N/A	-	\$ -
iPass, Inc.	Minutrade Marketing LTDA.	Amendment No. 2 to the Mobility Services Agreement Dated June 30, 2017	N/A	-	\$ -
iPass, Inc.	Minutrade Marketing LTDA.	Mobility Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	MO Mobile Holding Limited	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	MO Mobile Holding Limited	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	MO Mobile Holding Limited	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	MO Mobile Holding Limited	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	MO Mobile Holding Limited	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	MO Mobile InTouch	SaaS Agreement to the Master Services Agreement Dated February 20, 2018	N/A	-	\$ -
Pareteum Corporation - USA	Mobile InTouch	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	MOBILE TELEPHONE NETWORKS (PROPRIETARY) LIMITED	iOS Application Publishing Agreement	N/A	-	\$ -
iPass, Inc.	MOBILISE CONSULTING	AMENDMENT NO. 1 to the CHANNEL PARTNER AGREEMENT DATED SEPTEMBER 19, 2016	N/A	-	\$ -
iPass, Inc.	MOBILISE CONSULTING	AMENDMENT NO. 2 to the CHANNEL PARTNER AGREEMENT DATED SEPTEMBER 19, 2016	N/A	-	\$ -
iPass, Inc.	MOBILISE CONSULTING	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	MOBILISE CONSULTING	AMENDMENT NO. 1 to the CHANNEL PARTNER AGREEMENT DATED SEPTEMBER 19, 2016	N/A	-	\$ -
iPass, Inc.	MOBILISE CONSULTING	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	MOBILISE CONSULTING	AMENDMENT NO. 2 to the CHANNEL PARTNER AGREEMENT DATED SEPTEMBER 19, 2016	N/A	-	\$ -
iPass, Inc.	MOBILISE TECHNOLOGY LTD	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Mobilite Investments III, LLC	Broadband Supply Agreement	USD	2,179.94	\$ 2,179.94
iPass, Inc.	Mobimesh SRL	Broadband Supply Agreement	N/A	-	\$ -
iPass, Inc.	MOBICITI LTD.	Amendment No. 5 to the Channel Partner Reseller Agreement Dated February 13, 2009	N/A	-	\$ -

Pareteum Corporation, et al.

Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	MOBLICITI LTD.	Amendment No. 6 to the Channel Partner Reseller Agreement Dated February 13, 2009	N/A	-	\$ -
iPass, Inc.	MOBLICITI LTD.	Amendment No. 7 to the Channel Partner Reseller Agreement Dated February 13, 2009	N/A	-	\$ -
iPass, Inc.	MOBLICITI LTD.	GDPR Addendum to Standard Terms of Business	N/A	-	\$ -
iPass, Inc.	MOBLICITI LTD.	AMENDMENT NO. 5 to the CHANNEL PARTNER RESELLER AGREEMENT DATED FEBRUARY 13, 2009	N/A	-	\$ -
iPass, Inc.	MOBLICITI LTD.	AMENDMENT NO. 6 to the CHANNEL PARTNER RESELLER AGREEMENT DATED FEBRUARY 13, 2009	N/A	-	\$ -
iPass, Inc.	MOBLICITI LTD.	AMENDMENT NO. 7 to the CHANNEL PARTNER RESELLER AGREEMENT DATED FEBRUARY 13, 2009	N/A	-	\$ -
Pareteum Corporation - USA	Moby Wireless	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Moby Wireless	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Mohan Movva	Confidential Severance Agreement and Release of All Claims	USD	2,500.00	\$ 2,500.00
Pareteum NV	Mommerency, Sabrina	Employment Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Monogoto	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Monogoto Ltd.	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Monzoon Networks AG	Amendment No. 13 to the Broadband Supply Agreement Dated May 20, 2002	CHF	19,557.08	\$ 21,121.65
iPass, Inc.	Monzoon Networks AG	Amendment No. 12 to the Broadband Supply Agreement Dated May 20, 2002	CHF		
iPass, Inc.	Monzoon Networks AG	Amendment No. 12 to the Broadband Supply Agreement Dated May 20, 2002	CHF		
iPass, Inc.	Monzoon Networks AG	Amendment No. 13 to the Broadband Supply Agreement Dated May 20, 2002	CHF		
iPass, Inc.	Morphe	Service Order Form	N/A	-	\$ -
iPass, Inc.	Moss Adams	Professional Services Agreement Consulting Services	N/A	-	\$ -
iPass, Inc.	Moss Adams LLP	Engagement Letter re: 2017 SOX 404 Compliance Co-Sourcing Services	N/A	-	\$ -
iPass, Inc.	MPG Operations LLC	Service Order Form	N/A	-	\$ -
iPass, Inc.	MPG Operations LLC	Service Order Form	N/A	-	\$ -
Pareteum Corporation - USA	Mr. Luis Jimenez Tunon	Letter re Invitation to Join Board of Directors	N/A	-	\$ -
Pareteum Corporation - USA	Mr. Luis Jimenez Tunon	Letter re Invitation to Join Board of Directors	N/A	-	\$ -
Pareteum Corporation - USA	Mr. Robert Lippert	Non-Disclosure Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Mr. Robert Lippert	Non-Disclosure Agreement	N/A	-	\$ -
Pareteum NV	Mr. Tack Dieter	Contract for the Provision of Services	N/A	-	\$ -
Pareteum Corporation - USA	Mr. Tom Altherr	Letter re Offer of Employment with Pareteum Corporation	N/A	-	\$ -
Pareteum NV	Mulaj, Valmir	Employment Agreement	N/A	-	\$ -
Pareteum Corporation - USA	MyTell LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	MyTell LLC	Schedule of Services	N/A	-	\$ -
iPass, Inc.	Mziliis, LLC	Comprehensive Contract	USD	1,200.00	\$ 1,200.00
Pareteum NV	DCStar	Lease - data centers	N/A	-	\$ -
Pareteum NV	Naeemeh Bayatsarmadi	EMPLOYMENT CONTRACT FOR SERVANTS - FIXED DURATION	N/A	-	\$ -
Pareteum Corporation - USA	Naledi Telecom	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	National Grid USA Service Company, Inc.	Purchase Order	N/A	-	\$ -
Pareteum Corporation - USA	NetNumber, Inc	Direct Software License Agreement	USD	13,897.32	\$ 13,897.32
iPass, Inc.	NETVIRTEL	Amendment No. 6 to the Solution Partner Reseller Agreement Dated October 15, 2001	N/A	-	\$ -
iPass, Inc.	Netvirtel	Letter re: Rejection of Proposed Final Agreement and Notice of	N/A	-	\$ -
iPass, Inc.	Newbridge Wireless International Pty Ltd	Broadband Supply Agreement	USD	65,328.28	\$ 65,328.28
Pareteum Corporation - USA	Nextelle Wireless	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Nextelle Wireless	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Nextelle Wireless	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Nick Schwanz LLC	Independent Contractor Services Agreement	N/A	-	\$ -
Pareteum NV	Nickolas Dury	EMPLOYEE AGREEMENT FOR EMPLOYEES	N/A	-	\$ -
iPass, Inc.	Nippon System Development Co, Ltd.	Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Nippon System Development Co, Ltd.	Service Supplement No. 1 to the Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Noerr LLP	Engagement Agreement	EUR	7,013.96	\$ 7,715.36
iPass, Inc.	Nomad Digital Ltd.	AMENDMENT #3 TO THE BROADBAND SUPPLY AGREEMENT DATED JUNE 29, 2010	USD	52,500.00	\$ 52,500.00
iPass, Inc.	NOMAD DIGITAL LTD	BROADBAND SUPPLY AGREEMENT	USD		
iPass, Inc.	NOMOSPHERE	BROADBAND SUPPLY AGREEMENT	EUR	-	\$ -
iPass, Inc.	Noniussoft, SA	AMENDMENT NO. 2 TO THE BROADBAND SUPPLY AGREEMENT DATED JULY 30, 2012	EUR	2.48	\$ 2.73
iPass, Inc.	Noniussoft, SA	AMENDMENT NO. 2 TO THE BROADBAND SUPPLY AGREEMENT DATED JULY 30, 2012	EUR		
Pareteum Europe BV	Northsmart	Purchase Order Form	N/A	-	\$ -
Pareteum Europe BV	Northsmart	Purchase Order Form	N/A	-	\$ -
Pareteum Europe BV	Northsmart	Purchase Order Form	N/A	-	\$ -
Pareteum Europe BV	Northsmart	Purchase Order Form	N/A	-	\$ -
iPass, Inc.	Novartis	Deal Information Sheet and Order Form	N/A	-	\$ -
iPass, Inc.	NSD CO., LTD.	Amendment No. 1 to the Solution Partner Reseller Agreement Dated July 7, 2001	N/A	-	\$ -
iPass, Inc.	NSD CO., LTD.	Assignment and Assumption Agreement to the Solution Partner Reseller Agreement Dated July 2, 2001	N/A	-	\$ -
iPass, Inc.	NTT DOCOMO, INC.	BROADBAND SUPPLY AGREEMENT	USD	66,200.10	\$ 66,200.10

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	Objectif Mobilité	Amendment No. 4 to the Global Roaming Agreement Corporate Access Service Supplement Dated October 15, 2001	N/A	-	\$ -
iPass, Inc.	Objectif Mobilité	Amendment No. 4 to the Global Roaming Agreement Corporate Access Service Supplement Dated October 15, 2001	N/A	-	\$ -
iPass, Inc.	Objectif Mobilité	Amendment No. 5 to iPass Channel Partner Reseller Agreement	N/A	-	\$ -
Pareteum NV	Oliver T'sjoen	Employment Agreement For a Definite Period of Time	N/A	-	\$ -
iPass, Inc.	Oliver Wyman Group	Service Order Form	N/A	-	\$ -
iPass, Inc.	On Centerline Aviation	Service Order Form	N/A	-	\$ -
Pareteum Corporation - USA	One Development	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	One Development	Master Services Agreement	N/A	-	\$ -
Pareteum NV	ONOU BV	IT Services Delivery Agreement	N/A	-	\$ -
Pareteum NV	Onou, Gaetan	Employment Agreement	N/A	-	\$ -
Pareteum NV	Onou, Gaetan	Employment Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Oppenheimer & Co. Inc.	SETTLEMENT AND MUTUAL AGREEMENT TO RELEASE	USD	200,000.00	\$ 200,000.00
iPass, Inc.	OPSWAT, Inc.	OPSWAT OEM AGREEMENT	N/A	-	\$ -
iPass, Inc.	Oracle	License and Services Agreement US-TERM-OLSAv051111-626811-10 AUG-2011	USD	2,572.68	\$ 2,572.68
iPass, Inc.	ORACLE CORPORATION	CORPORATE REMOTE ACCESS AGREEMENT	N/A	-	\$ -
iPass, Inc.	Oracle License Management Services	Certification of the Programs re: Unlimited License Agreement	N/A	-	\$ -
iPass, Inc.	ORANGE BUSINESS TELECOMMUNICATIONS SERVICES LIMITED, FKA EQUANT NETWORK SYSTEMS, LTD.	AMENDMENT NO. 16 to the MASTER SERVICES AGREEMENT DATED MARCH 30, 2007	N/A	-	\$ -
iPass, Inc.	Orange France	Corporate Sourcing Contract	N/A	-	\$ -
iPass, Inc.	Oslo Lufthavn Tele & Data AS	WLAN AGREEMENT, OSLO AIRPORT	NOK	20,865.56	\$ 2,295.21
iPass, Inc.	Oslo Lufthavn Tele & Data AS	WLAN AGREEMENT, OSLO AIRPORT	NOK	20,865.56	\$ 2,295.21
iPass, Inc.	OTSUKA AMERICA PHARMACEUTICAL, INC.	AMENDMENT NO. 12 to the CORPORATE REMOTE ACCESS AGREEMENT DATED AUGUST 25, 2005	N/A	-	\$ -
Pareteum Corporation - USA	OU Top Connect ("Top Connect")	Cooperation Agreement	EUR	14,893.84	\$ 15,706.00
iPass, Inc.	Outreach Corporation	Services Order Form & Master Service Agreement	USD	1,585.09	\$ 1,585.09
Pareteum Corporation - USA	P R FACILITIES MANAGEMENT LIMITED	Services Agreement	N/A	-	\$ -
iPass, Inc.	Pacific Supernet Limited	SOLUTION PARTNER RESELLER AGREEMENT	N/A	-	\$ -
iPass, Inc.	Pacnet Services Asia Pacific (HK) Limited	Amendment No. 1 to the Solution Partner Reseller Agreement Dated July 14, 2008	N/A	-	\$ -
iPass, Inc.	Pacnet Services Asia Pacific (HK) Limited	IPASS ENTERPRISE MOBILITY SERVICES TEST AGREEMENT	N/A	-	\$ -
iPass, Inc.	Pacnet Services Asia Pacific (HK) Limited	Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Panasonic Avionics	Broadband Supply Agreement	N/A	-	\$ -
iPass, Inc.	Panasonic Avionics Corporation	AMENDMENT NO. 2 TO THE BROADBAND SUPPLY AGREEMENT DATED DECEMBER 3, 2015	USD	895,794.49	\$ 895,794.49
iPass, Inc.	Para Sempre	Service Order Form re: Plan: Unlimited Enterprise - All Devices Smartphones, Tablets and Laptops	N/A	-	\$ -
Pareteum Corporation - USA	Parallax Communications, Inc.	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Parallax Communications, Inc.	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Pareteum Corporation	CHANNEL PARTNER RESELLER AGREEMENT	N/A	-	\$ -
iPass, Inc.	Pareteum Corporation	Software License Agreement	N/A	-	\$ -
iPass, Inc.	Pareteum Corporation	Subscription Software License Assignment to the Subscription Software License Agreement Dated June 1, 2021	N/A	-	\$ -
Pareteum Europe BV	Pareteum Corporation	AGREEMENT FOR THE SALE AND PURCHASE OF CREDIT VOUCHER DATED 2019	N/A	-	\$ -
Pareteum Corporation - USA	Pareteum Europe B.V.	AGREEMENT FOR THE SALE AND PURCHASE OF CREDIT VOUCHER DATED 2019	N/A	-	\$ -
Pareteum Corporation - USA	Pareteum SA Ecuador	A2P Managed Services and Bilateral Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Pareteum Ukraine	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Pareteum Ukraine	Master Services Agreement	N/A	-	\$ -
Pareteum Europe BV	Pareteum US	Master Agreement for Providing Global IoT Services	N/A	-	\$ -
Pareteum NV	Parlindungan, Simson	Employment Agreement	N/A	-	\$ -
iPass, Inc.	Passman SA	Broadband Supply Agreement	USD	753.10	\$ 753.10
Pareteum Corporation - USA	Patriot Mobile LLC	Pareteum Mobile Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	Patriot Mobile LLC	Pareteum Roaming Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	Patriot Mobile LLC	Pareteum Mobile Services Pareteum Unlimited & Metered Mobile Select	N/A	-	\$ -
Pareteum Corporation - USA	Patriot Mobile LLC	Pareteum Mobile Services Patriot Special Rates	N/A	-	\$ -
Pareteum Corporation - USA	Patriot Mobile LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Patriot Mobile LLC	Schedule of Services	N/A	-	\$ -
iPass, Inc.	Payfone	Amendment No. 2 to the Service Order Form Dated June 26, 2015	N/A	-	\$ -
iPass, Inc.	PAYFONE	AMENDMENT NO.3 to the SERVICE ORDER FORM DATED JUNE 26, 2015	N/A	-	\$ -
Pareteum Corporation - USA	PCCW Global Limited	Master Services Agreement	N/A	-	\$ -
Pareteum Europe BV	PCCW GLOBAL LIMITED	Deed of Novation to Credit Voucher Agreement Dated May 31, 2017	N/A	-	\$ -
Pareteum Europe BV	PCCW Global Limited	AGREEMENT FOR THE SALE AND PURCHASE OF CREDIT VOUCHER DATED 2019	N/A	-	\$ -
Pareteum Corporation - USA	PCCW Global Limited	AGREEMENT FOR THE SALE AND PURCHASE OF CREDIT VOUCHER DATED 2019	N/A	-	\$ -
Pareteum Corporation - USA	Peering Group Corp. Inc.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Phone System Global Inc	Pareteum International Roaming Plans	N/A	-	\$ -
Pareteum Corporation - USA	Phone System Global Inc	Pareteum International Texting Options From The U.S.	N/A	-	\$ -
Pareteum Corporation - USA	Phone System Global Inc	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Phone System Global Inc	Agreement USA MVNO Cloud	N/A	-	\$ -
iPass, Inc.	Photon Dynamics	Service Order Form re: Subscription Plan	N/A	-	\$ -

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
Pareteum Corporation - USA	Pix Wireless, LLC	Master Services Agreement	N/A	-	\$ -
Pareteum NV	Pladijs, Paul	Employment Agreement	N/A	-	\$ -
iPass, Inc.	PNG Telecommunications, Inc.	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Polaris Associates, Inc.	SOFTWARE LICENSE AGREEMENT DATED APRIL 24, 2012	N/A	-	\$ -
Pareteum NV	Polteq Test Services	software testing	EUR	13,552.00	\$ 14,094.08
Pareteum NV	Polteq Test Services	software testing	EUR	-	\$ -
iPass, Inc.	POP Internet Ltda	INTERNET ACCESS PURCHASE AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	Porting Access B.V.	Contract Form	EUR	1,017.20	\$ 1,072.67
Pareteum Corporation - USA	Porting Access B.V.	Appendix Contract Form	EUR	-	\$ -
Pareteum Corporation - USA	Pratt Mobile LLC	Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Pratt Mobile LLC	Mobile Services Plans	N/A	-	\$ -
Pareteum Corporation - USA	Pratt Mobile LLC	TMO Mobile Services Voice, Data & SMS Bundles	N/A	-	\$ -
Pareteum Corporation - USA	Pratt Mobile LLC	TMO Mobile Services Voice, Data & SMS Bundles	N/A	-	\$ -
Pareteum Corporation - USA	Pratt Mobile LLC	Wireless Broadband	N/A	-	\$ -
Pareteum Corporation - USA	Pratt Mobile LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Pratt Mobile LLC	Schedule of Services	N/A	-	\$ -
iPass, Inc.	PRAXIS Technology Escrow, LLC	PRAXIS US Two Party Software Escrow Agreement	N/A	-	\$ -
iPass, Inc.	Prepaid Wireless Group	Subscription Software License Assignment to the Subscription Software License Agreement Dated June 1, 2021	N/A	-	\$ -
Pareteum Corporation - USA	Prepaid Wireless Group	Subscription Software License Assignment to the Subscription Software License Agreement Dated June 1, 2021	N/A	-	\$ -
iPass, Inc.	Prepaid Wireless Group	Subscription Software License Assignment to the Subscription Software License Agreement Dated June 1, 2021	N/A	-	\$ -
iPass, Inc.	Prepaid Wireless Group	Proof of Concept Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Prepaid Wireless Group	Subscription Software License Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Prepaid Wireless Wholesale, LLC	IoT WHOLESAL SUPPLY AGREEMENT	USD	594.01	\$ 594.01
Pareteum Corporation - USA	Prime Company Solucoes EM Tecnologias Integradas LTDA - ME	Agreement on the Provision of Mobile Virtual Network Operator Hosting Services	N/A	-	\$ -
Pareteum Corporation - USA	Pronto Communications INT.	TELECOMMUNICATIONS SERVICES AGREEMENT	N/A	-	\$ -
Pareteum NV	Proximus PLC	Amendment No. 2 to Master Agreement 4600013307	N/A	-	\$ -
Pareteum NV	Proximus PLC	Non-Disclosure Agreement	N/A	-	\$ -
Pareteum NV	Proximus PLC	Proximus Security Schedule	N/A	-	\$ -
Pareteum NV	Proximus PLC	Proximus Security Schedule (Draft)	N/A	-	\$ -
iPass, Inc.	PT Acessos de Internet Wi-Fi, SA	Broadband Supply Agreement	N/A	-	\$ -
iPass, Inc.	PT Telekomunikasi Indonesia International	BROADBAND SUPPLY AGREEMENT	USD	56,925.84	\$ 56,925.84
iPass, Inc.	Purple WiFi	Broadband Supply Agreement	USD	166.85	\$ 166.85
iPass, Inc.	QIAGEN GmbH	Amendment No. 3 to the Mobile Office Agreement Dated December 1, 2007	N/A	-	\$ -
iPass, Inc.	Qiagen N.V.	Amendment No. 2 to the Mobile Office Agreement Dated December 1, 2007	N/A	-	\$ -
iPass, Inc.	Qiagen N.V.	Letter Agreement re: End User License Agreement	N/A	-	\$ -
iPass, Inc.	Qiagen N.V.	Mobile Office Agreement	N/A	-	\$ -
iPass, Inc.	Qiagen N.V.	Amendment No. 1 to the Mobile Office Agreement Dated December 1, 2007	N/A	-	\$ -
iPass, Inc.	Qiagen Shared Services Inc.	Amendment No. 4 to the Mobile Office Agreement Dated December 1, 2007	N/A	-	\$ -
iPass, Inc.	QIAGEN Shared Services Inc.	Amendment No. 3 to the Mobile Office Agreement Dated December 1, 2007	N/A	-	\$ -
iPass, Inc.	QIAGEN Shared Services Inc.	Amendment No. 4 to the Mobile Office Agreement Dated December 1, 2007	N/A	-	\$ -
iPass, Inc.	QuadGen Wireless Solutions Pvt Ltd	Broadband Supply Agreement	USD	18.45	\$ 18.45
iPass, Inc.	QUADRIGA WORLDWIDE LIMITED	Broadband Supply Agreement	USD	3,215.74	\$ 3,215.74
iPass, Inc.	Quality Investment Properties Metro, LLC	Master Space Agreement	N/A	-	\$ -
iPass, Inc.	QUALITY INVESTMENT PROPERTIES METRO, LLC	ADDENDUM TO MASTER SPACE AGREEMENT ADDITIONAL TERMS AND CONDITIONS FOR COLOCATION AND INTERNET ACCESS	N/A	-	\$ -
iPass, Inc.	Quality Technology Services Santa Clara, LLC	Master Service Agreement	USD	8,013.45	\$ 8,013.45
iPass, Inc.	Qualys, Inc.	QUALYS, INC. SERVICE USER AGREEMENT	N/A	-	\$ -
iPass, Inc.	Qualys, Inc.	ORDER FORM	N/A	-	\$ -
iPass, Inc.	QWi Engineering BV	Broadband Supply Agreement	USD	61.13	\$ 61.13
Pareteum Corporation - USA	Rabion Consultancy B.V.	Consulting Agreement	USD	3,853.17	\$ 3,853.17
iPass, Inc.	Rackspace US, Inc.	Hosting Service Agreement	USD	7,238.40	\$ 7,238.40
Pareteum NV	Raeman, Kristof	Employment Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Raghu Konka	Letter Agreement re: Separation Agreement	USD	50.80	\$ 50.80
Pareteum Corporation - USA	Rain Works, LLC	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Rain Works, LLC	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	RansNet Singapore Pte. Ltd	Broadband Supply Agreement	USD	3,373.73	\$ 3,373.73
Pareteum Corporation - USA	Rapid Datacom Inc.	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Rapid Datacom Inc.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Rapid Datacom Inc.	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Rayleigh Capital Ltd Canada	Engagement Letter to Provide Marketing and Development Services re: Investor Relations Proposal Letter	USD	4,467.71	\$ 4,467.71
Pareteum Corporation - USA	Raza Telecom	Non-Disclosure Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Raza Telecom	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Raza Telecom	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Reach Mobile Inc.	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Reach Mobile Inc.	Reach Mobile Agreement Pareteum Cloud MVNO (USA)	N/A	-	\$ -
Pareteum Corporation - USA	Ready Wireless, LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Real Star Communications Corp.	Implementation Agreement	N/A	-	\$ -



Pareteum Corporation, et al.

Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
Pareteum Corporation - USA	Real Star Communications Corp.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Rebellion Wireless LLC	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Rebellion Wireless LLC	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Receivable Management Services (RMS)	Receivable Management Services Agreement	USD	4,267.60	\$ 4,267.60
Pareteum Corporation - USA	RedConcero	Discussion Draft - MVNO - Initial Checklist for Services	N/A	-	\$ -
Pareteum Corporation - USA	REDCONCERO, S.A.P.I. de C.V.	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	REDCONCERO, S.A.P.I. de C.V.	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Reflektive Inc.	Master Subscription and License Agreement	USD	3,091.20	\$ 3,091.20
iPass, Inc.	ReiverNet Pty Ltd	Broadband Supply Agreement	USD	204,606.50	\$ 204,606.50
iPass, Inc.	Resolute Capital Partners	Service Order Form	N/A	-	\$ -
iPass, Inc.	RGA Reinsurance Company	Enterprise Mobility Services Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Rhodes, Hieronymus, Jones, Tucker & Gable,	Attorney-Client Contract re: Stephen Brown v. Elephant Talk North	USD	90,865.14	\$ 90,865.14
Pareteum Corporation - USA	Rhodes, Hieronymus, Jones, Tucker & Gable,	Attorney-Client Contract re: Stephen Brown v. Elephant Talk North	USD		
iPass, Inc.	RIEO Communications Limited	Broadband Supply Agreement	USD	8,695.65	\$ 8,695.65
Pareteum Corporation - USA	RightCall LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	RightCall LLC	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	Rimini Street, Inc.	Master Services Agreement	USD	416,754.00	\$ 416,754.00
iPass, Inc.	RingCentral, Inc.	Supplemental Terms of Service Agreement for RingCentral® Office	USD	36,217.93	\$ 36,217.93
iPass, Inc.	RingCentral, Inc.	Credit Application for a Business Account	USD		
iPass, Inc.	Ripple	Service Order Form	N/A	-	\$ -
iPass, Inc.	RIPPLE LABS, INC.	Amendment No. 1 to the Service Order Form Dated January 11, 2018	N/A	-	\$ -
iPass, Inc.	RMS International	International Collections Terms of Agreement	N/A	-	\$ -
iPass, Inc.	Robert Schatz (RS)	Retainer Agreement	USD	6,000.00	\$ 6,000.00
Pareteum NV	Robin De Keyser	Employment Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Rocket Mobile	Letter Agreement re: Proposal License	N/A	-	\$ -
iPass, Inc.	Rockwood Group	Service Order Form	N/A	-	\$ -
Pareteum Corporation - USA	RSM US LLP	Statement of Work No. 003 FY2021 Pareteum Sarbanes-Oxley Compliance Services	USD	326,179.78	\$ 326,179.78
Pareteum Corporation - USA	RSM US LLP	Statement of Work No. 003 FY2021 Pareteum Sarbanes-Oxley Compliance Services	USD		
Pareteum Corporation - USA	Sabrina Mommerency	Stock Option Grant Agreement for Incentive Stock Options	N/A	-	\$ -
Pareteum Corporation - USA	Sabrina Mommerency	Stock Option Grant Agreement	N/A	-	\$ -
iPass, Inc.	SADA Systems, Inc.	G Suite Ordering Document	N/A	-	\$ -
iPass, Inc.	Safe3w, Inc.	Assignment and Certification of Non Possession	N/A	-	\$ -
iPass, Inc.	Safenames Limited	Contract Approval Form	USD	40.00	\$ 40.00
Pareteum Corporation - USA	Sam Yonghua Zhou	Letter Agreement re: Offer of Employment	N/A	-	\$ -
Pareteum Corporation - USA	Sam Yonghua Zhou	Letter Agreement re: Offer of Employment	N/A	-	\$ -
Pareteum Corporation - USA	Satellite Station Fire & Security	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Satellite Station Fire & Security	Pareteum & T-Mobile Voice & Data	N/A	-	\$ -
Pareteum Corporation - USA	Satellite Station Fire & Security	Mobile Services Plans	N/A	-	\$ -
Pareteum Corporation - USA	Satellite Station Fire & Security	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Satellite Station Fire & Security LLC DBA	Schedule of Services	N/A	-	\$ -
iPass, Inc.	Saudi Telecommunication Company	Global Framework Agreement	N/A	-	\$ -
Pareteum Europe BV	Sberbank-Telecom Limited	International Roaming Services Agreement	N/A	-	\$ -
Pareteum Europe BV	Sberbank-Telecom Limited	International Roaming Services Agreement	N/A	-	\$ -
Pareteum NV	Schaum, Martin	Employment Agreement	N/A	-	\$ -
iPass, Inc.	SEA - Societa per Azioni Esercizi Aeroportuali	Commercial Agreement	EUR	954.48	\$ 1,049.93
iPass, Inc.	SeaChange	Amendment to Solution Partner Agreement	N/A	-	\$ -
iPass, Inc.	SeaChange	MASTER SOLUTION PARTNER RESELLER AGREEMENT	N/A	-	\$ -
iPass, Inc.	Sears Canada	Letter Agreement re iPass End User License Agreement	N/A	-	\$ -
Pareteum Corporation - USA	SecureWatch Inc. DBA Link Wireless	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	SecureWatch Inc. DBA Link Wireless	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Seren Internet LTD	Broadband Supply Agreement	USD	2,750.00	\$ 2,750.00
Pareteum Europe BV	Sergii Tselousov	Consultancy Agreement For a Definite Period of Time	EUR	37,201.28	\$ 37,618.10
Pareteum Corporation - USA	Serve Finance f.a.o. M.R.B. Wahr	Consulting Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Serve Finance f.a.o. M.R.B. Wahr	Consulting Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Serve Finance f.a.o. M.R.B. Wahr	CONSULTING AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	Serve Finance f.a.o. M.R.B. Wahr	AMENDMENT TO CONSULTING AGREEMENT DATED JANUARY 3,	N/A	-	\$ -
Pareteum Corporation - USA	SET Europa	Outsourcing Service Desk Engineer Scope of Work	EUR	115,217.94	\$ 121,500.74
Pareteum Corporation - USA	Setroc	Offer - Setroc - Automatic Device Management	N/A	-	\$ -
Pareteum Corporation - USA	SETROC Mobile Group S.A.S.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	SETROC Mobile Group S.A.S.	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	Shearman & Sterling	Letter Agreement re: iPass End User License Agreement Contained in Client Software	N/A	-	\$ -
iPass, Inc.	Shearman & Sterling LLP	Amendment No. 1 to the Corporate Remote Access Agreement Dated November 2, 2004	N/A	-	\$ -
iPass, Inc.	Shearman & Sterling LLP	Amendment No. 2 to the Corporate Remote Access Agreement Dated November 2, 2004	N/A	-	\$ -
iPass, Inc.	Shearman & Sterling LLP	Amendment No. 3 to the Corporate Remote Access Agreement Dated November 2, 2004	N/A	-	\$ -
iPass, Inc.	Shearman & Sterling LLP	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	Shearman & Sterling LLP	Letter Agreement re: Trial Program for the iPass Corporate Remote Access Services	N/A	-	\$ -

Pareteum Corporation, et al.

Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
Pareteum Corporation - USA	Shine Magazine LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Shine Magazine LLC	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	Shred-It Ltd	Customer Service Agreement	USD		
Pareteum Europe BV	Siavash Ebrahimi	Consultant Agreement for a Definite Period of Time	USD	1,537.16	\$ 1,537.16
Pareteum Europe BV	Siavash Ebrahimi	Consultant Agreement for a Definite Period of Time	USD		
iPass, Inc.	Silicon Valley Bank	Deposit Account Control Agreement	N/A	-	\$ -
iPass, Inc.	Silicon Valley Bank	Deposit Account Control Agreement	N/A	-	\$ -
Pareteum Corporation - USA	SIM4 Technologies Limited	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Single Digits, Inc.	Broadband Supply Agreement	USD	288.63	\$ 288.63
iPass, Inc.	Sirocom Affiliate	Affiliate Addendum to the Solution Partner Reseller Agreement Dated October 25, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Limited	Addendum to the Solution Partner Reseller Agreement Dated October 25, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Limited	Service Level Agreement	N/A	-	\$ -
iPass, Inc.	Sirocom Limited	Addendum to the Solution Partner Reseller Agreement Dated October 25, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Limited	Addendum to the Solution Partner Reseller Agreement Dated October 25, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Limited	Addendum to the Solution Partner Reseller Agreement Dated October 25, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Limited	Addendum to the Solution Partner Reseller Agreement Dated October 25, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Limited	Addendum to the Solution Partner Reseller Agreement Dated October 25, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Limited	Amendment No. 3 to the Solution Partner Reseller Agreement Dated October 25, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Limited	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Sirocom Limited	Evaluation License Agreement	N/A	-	\$ -
iPass, Inc.	Sirocom Limited	iMDF Supplement to the Solution Partner Reseller Agreement Dated October 25, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Limited	Letter Agreement re: Trial Program	N/A	-	\$ -
iPass, Inc.	Sirocom Limited	Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Sirocom Ltd.	Affiliate Addendum to the Solution Partner Reseller Agreement Dated October 25, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Ltd.	Amendment No. 1 to the Solution Partner Agreement Dated January 8, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Ltd.	Amendment No. 2 to the Solution Partner Reseller Agreement Dated October 25, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Ltd.	Amendment No. 4 to the Solution Partner Reseller Agreement Dated October 25, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Ltd.	Amendment No. 5 to the Solution Partner Resellers Agreement Dated October 25, 2001	N/A	-	\$ -
iPass, Inc.	Sirocom Ltd.	Broadband Region T Wireless Broadband Service Order	N/A	-	\$ -
iPass, Inc.	Sirocom Ltd.	Evaluation License Agreement	N/A	-	\$ -
iPass, Inc.	Sirocom Ltd.	Endpoint Policy Management Trial Agreement	N/A	-	\$ -
iPass, Inc.	Sirocom Ltd.	Endpoint Policy Management Trial Agreement	N/A	-	\$ -
iPass, Inc.	SITWIFI SA DE CV	Broadband Supply Agreement	USD	542.82	\$ 542.82
Pareteum Corporation - USA	SJ Global Investments	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	SJ Global Investments	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	SK Telecom Co., Ltd.	Channel Partner Reseller Agreement	USD		
iPass, Inc.	SK Telecom CO., Ltd.	Broadband Supply Agreement	USD	38,499.95	\$ 38,499.95
Pareteum Corporation - USA	Skilled Services & Solutions Corp.	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Skilled Services & Solutions Corp.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Skybits-Cameroon SA	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Skybits-Cameroon SA	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Skytel B.V.	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	SkyTel BV	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	SMARTBOX Equipment Inc.	License and Services Agreement	USD	89,451.13	\$ 89,451.13
iPass, Inc.	SMARTNET LTD	Broadband Supply Agreement	USD	5,119.72	\$ 5,119.72
iPass, Inc.	Societe Internationale de Telecommunications Aeronautiques	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Societe Internationale de Telecommunications Aeronautiques S.C.	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	SOFTBANK BB CORP.	Global Roaming Agreement	N/A	-	\$ -
iPass, Inc.	SOFTBANK BB CORP.	AMENDMENT NO. 1 to the GLOBAL ROAMING AGREEMENT Dated May 1, 2003	N/A	-	\$ -
iPass, Inc.	SOFTBANK BB CORP.	AMENDMENT NO. 2 to the GLOBAL ROAMING AGREEMENT Dated May 1, 2003	N/A	-	\$ -
iPass, Inc.	SOFTBANK BB CORP.	AMENDMENT NO. 3 to the GLOBAL ROAMING AGREEMENT Dated May 1, 2003	N/A	-	\$ -
iPass, Inc.	SOFTBANK BB CORP.	AMENDMENT 4 to the GLOBAL ROAMING AGREEMENT Dated May 1, 2003	N/A	-	\$ -
iPass, Inc.	SOFTBANK BB CORP.	AMENDMENT NO.5 to the GLOBAL ROAMING AGREEMENT Dated May 1, 2003	N/A	-	\$ -
iPass, Inc.	SOFTBANK BB CORP.	Global Roaming Agreement	N/A	-	\$ -
iPass, Inc.	SOFTBANK BB CORP.	IPASS ENTERPRISE MOBILITY SERVICES TEST AGREEMENT	N/A	-	\$ -
iPass, Inc.	SOFTBANK BB Corp.	NON-DISCLOSURE AGREEMENT	N/A	-	\$ -
iPass, Inc.	Softbank BB Corp.	Letter Agreement re: Remote Access Project Trial Program	N/A	-	\$ -
iPass, Inc.	SOFTBANK TELECOM	IPASS ENTERPRISE MOBILITY SERVICES TEST AGREEMENT	N/A	-	\$ -
iPass, Inc.	SOFTBANK TELECOM CORP.	AMENDMENT NO.1 to the CHANNEL PARTNER RESELLER AGREEMENT Dated May 8, 2006	N/A	-	\$ -

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	SOFTBANK TELECOM CORP.	IPASS ENTERPRISE MOBILITY SERVICES TEST AGREEMENT	N/A	-	\$ -
iPass, Inc.	Solution Masters LLC	INDEPENDENT CONTRACTOR SERVICES AGREEMENT	N/A	-	\$ -
iPass, Inc.	SO-NET ENTERTAINMENT CORPORATION	AMENDMENT NO.1 to the CHANNEL PARTNER RESELLER AGREEMENT Dated September 1, 2006	N/A	-	\$ -
iPass, Inc.	So-net Entertainment Corporation	IPASS ENTERPRISE MOBILITY SERVICES TEST AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	Sonia Tremblay	Letter Agreement re: Offer of Employment	N/A	-	\$ -
iPass, Inc.	Sony Communications Network Corporation	CHANNEL PARTNER RESELLER AGREEMENT	N/A	-	\$ -
iPass, Inc.	Sony Network Communications Inc.	AMENDMENT NO.2 to the CHANNEL PARTNER RESELLER AGREEMENT Dated September 1, 2006	N/A	-	\$ -
iPass, Inc.	SONY NETWORK COMMUNICATIONS INC.	AMENDMENT NO.2 to the CHANNEL PARTNER RESELLER AGREEMENT Dated September 1, 2006	N/A	-	\$ -
iPass, Inc.	SOS Global Express, Inc.	Service Order Form	N/A	-	\$ -
iPass, Inc.	Southern California Series of Lockton Companies, LLC	Fee for Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	SpeedTel Mobile LLC	Pareteum Roaming Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	SpeedTel Mobile LLC	Pareteum Mobile Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	SpeedTel Mobile LLC	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	SpeedTel Mobile LLC	Agreement USA MVNO Cloud	N/A	-	\$ -
iPass, Inc.	SPIRENT COMMUNICATIONS	AMENDMENT NO. 1 to the CORPORATE REMOTE ACCESS AGREEMENT Dated September 30, 2002	N/A	-	\$ -
iPass, Inc.	SPIRENT COMMUNICATIONS	AMENDMENT NO. 2 to the CORPORATE REMOTE ACCESS AGREEMENT Dated September 30, 2002	N/A	-	\$ -
iPass, Inc.	SPIRENT COMMUNICATIONS	AMENDMENT NO.3 to the CORPORATE REMOTE ACCESS AGREEMENT Dated September 30, 2002	N/A	-	\$ -
iPass, Inc.	SPIRENT COMMUNICATIONS	CORPORATE REMOTE ACCESS AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	Sprint LTD	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Sprint LTD	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	Sprint Solutions, Inc.	WIRELESS CUSTOM SERVICE AGREEMENT	USD	69.87	\$ 69.87
Pareteum Corporation - USA	Sprint Spectrum L.P.	Seventh Amendment to Private Label Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Sprint Spectrum L.P.	Letter Agreement re: Private Label Services Agreement Dated October 10, 2011	N/A	-	\$ -
iPass, Inc.	Sri Lanka Telecom Ltd	Internet Access Purchase Agreement	N/A	-	\$ -
iPass, Inc.	StarHub Internet Pte Ltd	Novation Agreement	USD		
iPass, Inc.	StarHub Internet Pte Ltd	Broadband Supply Agreement	USD	4,019.80	\$ 4,019.80
iPass, Inc.	StarHub Internet Pte Ltd	Internet Dial Access Purchase Agreement	USD		
iPass, Inc.	StarHub Ltd	Novation Agreement	USD		
Pareteum Corporation - USA	Starstone Specialty Insurance Company	Management and Professional Liability Follow Form Excess Insurance	N/A	-	\$ -
iPass, Inc.	Start2S SPRL	First Amendment to the Consulting Agreement Dated July 1, 2018	N/A	-	\$ -
iPass, Inc.	Stifel Financial Corp.	Service Order Form	N/A	-	\$ -
iPass, Inc.	STIFEL FINANCIAL CORPORATION	AMENDMENT NO.1 TO THE SERVICE ORDER FORM Dated December 16, 2016	N/A	-	\$ -
iPass, Inc.	Stock & Option Solutions, Inc	Equity Compensation Outsourcing & Services Agreement	USD	2,348.91	\$ 2,348.91
Pareteum Corporation - USA	Strattners Technologies LLC	Pareteum Mobile Services Plans	N/A	-	\$ -
Pareteum Corporation - USA	Strattners Technologies LLC	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Strattners Technologies LLC	Schedule of Services	N/A	-	\$ -
iPass, Inc.	Subspace	Service Order Form	N/A	-	\$ -
iPass, Inc.	SUBSPACE INC.	AMENDMENT NO. 1 TO THE SERVICE ORDER FORM MAY 4, 2018	N/A	-	\$ -
iPass, Inc.	SUBSPACE INC.	AMENDMENT NO.2 TO THE MOBILE OFFICE AND ENTERPRISE MOBILITY SERVICE AGREEMENT DATED May 4, 2018	N/A	-	\$ -
iPass, Inc.	Sunkist Growers	Service Order Form	N/A	-	\$ -
Pareteum Corporation - USA	Supported Business Limited	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Supported Business Limited	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	Swedavia Airport Telecom AB (556951-8193)	Service Agreement (WiFi Roaming agreement, where iPass gets access to their WiFi network in Swedish airports)	N/A	-	\$ -
iPass, Inc.	Swisher International Inc.	Amendment No. 1 to the Service Order Form Dated August 17, 2016	N/A	-	\$ -
iPass, Inc.	Swisher International Inc.	Amendment No. 2 to the Service Order Form Dated August 17, 2016	N/A	-	\$ -
iPass, Inc.	Swisher International Inc.	Service Order Form	N/A	-	\$ -
iPass, Inc.	Swisher International Inc.	Amendment No. 3 to the Service Order Form Dated August 17, 2016	N/A	-	\$ -
iPass, Inc.	Swisscom Mobile AG	Broadband Access Agreement	CHF	206,484.15	\$ 223,002.88
iPass, Inc.	Symantec Corporation	Amendment Three to the Corporate Remote Access Agreement Dated December 8, 2003	N/A	-	\$ -
iPass, Inc.	Symantec Corporation	Amendment No. 1 to the Corporate Remote Access Agreement Dated January 30, 2001	N/A	-	\$ -
iPass, Inc.	Symantec Corporation	Amendment No. 2 to the Corporate Remote Access Agreement Dated January 30, 2001	N/A	-	\$ -
iPass, Inc.	Symantec Corporation	Amendment No. 3 to the Corporate Remote Access Agreement Dated January 30, 2001	N/A	-	\$ -
iPass, Inc.	Symantec Corporation	Amendment No. 4 to the Corporate Remote Access Agreement Dated January 30, 2001	N/A	-	\$ -
iPass, Inc.	Symantec Corporation	Amendment No. 5 to the Corporate Remote Access Agreement Dated January 30, 2001	N/A	-	\$ -
iPass, Inc.	Symantec Corporation	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	Synopsys, Inc.	Purchasing Agreement re: Licensed Product and Subscription Services	N/A	-	\$ -
iPass, Inc.	Tableau Software, Inc	Purchase Authorization Form	N/A	-	\$ -
Pareteum NV	Tack, Dieter	Employment Agreement	N/A	-	\$ -
iPass, Inc.	Tarakeshwar Mathikere Sriram	Letter Agreement re: Employment Offer Dated April 22, 2015	N/A	-	\$ -
iPass, Inc.	TDC Totalosninger A/S	WLAN Inbound Roaming Service Agreement (Sell Only)	EUR	33,793.20	\$ 37,172.52
Pareteum Corporation - USA	Tech Data Corporation	Letter re: Payment Arrangement Dated June 30, 2021	USD	114,287.93	\$ 114,287.93
Pareteum Corporation - USA	Tech Data Corporation	Letter re: Payment Arrangement Dated June 30, 2021	USD		



Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
Pareteum NV	TEKsystems (Allegis Group)	Contractor Agreement	EUR	35,380.40	\$ 36,795.62
Pareteum Corporation - USA	Telecall Telecommunications Corp.	FIRST AMENDMENT TO SCHEDULE 2 – Payment Terms to the Master Services Agreement Dated December 21, 2017	N/A	-	\$ -
Pareteum Corporation - USA	Telecall Telecommunications Corp.	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	TELECOM ITALIA SPARKLE	Channel Partner Reseller Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Teleconnect LLC	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Telefonica Brasil S.A.	Amendment No. 1 to the iPass Mobility Services Agreement Dated December 7, 2016	N/A	-	\$ -
iPass, Inc.	Telefonica Brasil S.A.	iPass Mobility Services Agreement	N/A	-	\$ -
iPass, Inc.	Telefonica Brasil S.A.	Amendment No. 1 to the iPass Mobility Services Agreement Dated December 7, 2016	N/A	-	\$ -
iPass, Inc.	Telefonica Empresas Peru S.A.A.	Broadband Supply Agreement	N/A	-	\$ -
Pareteum Europe BV	Telefonica International Wholesale Services,	International Traffic Agreement Dated May 24, 2019	USD	2,400.97	\$ 2,400.97
iPass, Inc.	Telefonica International Wholesale Services,	Master Service Agreement for Services Provision	N/A	-	\$ -
Pareteum Corporation - USA	Telefonica USA, Inc	Master Services Agreement	USD		
Pareteum Corporation - USA	Telefonica USA, Inc	Master Services Agreement	USD		
Pareteum Corporation - USA	TELEFONICA USA, INC.	Schedule 3 to the Collocation Exhibit Service Order and Master Services Agreement Dated April 12, 2019	USD		
Pareteum Corporation - USA	TELEFONICA USA, INC.	Schedule 2 to the Collocation Exhibit Service Order and Master Services Agreement Dated April 12, 2019	USD		
Pareteum Corporation - USA	TELEFONICA USA, INC.	Exhibit to the Master Services Agreement Collocation Services Date April 12, 2019	USD		
Pareteum Corporation - USA	TELEFONICA USA, INC.	Exhibit M to the Master Services Agreement MPLS Service Date April 12, 2019	USD	21,094.92	\$ 21,094.92
Pareteum Corporation - USA	TELEFONICA USA, INC.	Exhibit A to Master Services Agreement Equipment Purchase Dated June 25, 2019	USD		
Pareteum Corporation - USA	TELEFONICA USA, INC.	Order Form	USD		
Pareteum Corporation - USA	TELEFONICA USA, INC.	Order Form to the Colocation Service Exhibit and the Master Services Agreement Dated April 18, 2019	USD		
Pareteum Corporation - USA	TELEFONICA USA, INC.	Order Form	USD		
iPass, Inc.	Telefonos de Mexico, S.A.B. de C.V.	Broadband Supply Agreement	USD	2,218.39	\$ 2,218.39
iPass, Inc.	Telehop Communications, Inc.	Amendment No. 17 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	Telehop Communications, Inc.	Amendment No. 18 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	Telehop Communications, Inc.	Amendment No. 20 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	Telehop Communications, Inc.	Amendment No. 19 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	TELEHOP COMMUNICATIONS, INC.	Amendment No. 14 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	TELEHOP COMMUNICATIONS, INC.	Amendment No. 15 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	TELEHOP COMMUNICATIONS, INC.	Amendment No. 16 to the Solution Partner Reseller Agreement Dated June 1, 2002	N/A	-	\$ -
iPass, Inc.	Telekom Deutschland GmbH	Amendment 1 to the Carrier Services Agreement Dated January 1, 2011	N/A	-	\$ -
iPass, Inc.	Telekom Deutschland GmbH	Amendment 1 to the Carrier Services Agreement Dated January 1, 2011	N/A	-	\$ -
iPass, Inc.	Telekom Deutschland GmbH	Amendment 3 to the Carrier Services Agreement Dated January 1, 2011	N/A	-	\$ -
iPass, Inc.	Telekom Deutschland GmbH	Amendment No. 11 to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	Telekom Deutschland GmbH	Amendment 2 to the Carrier Services Agreement Dated January 1, 2011	N/A	-	\$ -
iPass, Inc.	Telekom Deutschland GmbH	Agreement re: Agreement FOR Access to Public Wireless LAN Services, Type C Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Telekom Deutschland GmbH	Agreement re: Agreement FOR Access to Public Wireless LAN Services, Type C Agreement	N/A	-	\$ -
Pareteum NV	Telenet Group BVBA	Amendment NR 1 of the Software License and Support Services Agreement	N/A	-	\$ -
Pareteum NV	Telenet Group BVBA	Software License and Support Services Agreement	N/A	-	\$ -
Pareteum NV	Telenet Group BVBA	Software License and Support Services Agreement	EUR		
Pareteum NV	TELENET Group NV	Contract Amendment No. 2 to the Agreement No. 601052 Dated January, 1 2017	EUR	1,246.78	\$ 1,296.65
Pareteum NV	TELENET Group NV	CONFIDENTIAL Contract amendment	N/A	-	\$ -
iPass, Inc.	TelePacific Communications	Service Agreement	USD	8,612.57	\$ 8,612.57
Pareteum Corporation - USA	teli communications	Master Service Agreement	N/A	-	\$ -
Pareteum Corporation - USA	teli Corporation	SCHEDULE OF SERVICES: Addendum I	N/A	-	\$ -
Pareteum Europe BV	Telnyx, LLC	Unilateral Services Agreement	N/A	-	\$ -
iPass, Inc.	Telrite Corporation	Amendment No. 1 to the iPass Mobility Services Master Services Agreement Dated September 30, 2016	N/A	-	\$ -
iPass, Inc.	TELRITE CORPORATION	IPASS MOBILITY SERVICES MASTER SERVICES AGREEMENT	N/A	-	\$ -
iPass, Inc.	Telrite Corporation	iPass Mobility Services Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Telrite Holdings, LLC	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Telrite Holdings, LLC	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Telroaming Advanced Communication Solution	Distribution Agreement	USD		
iPass, Inc.	Telroaming Advanced Communication Solution	Pilot Distribution Agreement	USD	49,091.97	\$ 49,091.97
iPass, Inc.	Telstra Corporation Limited	Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Telstra International Limited	Master Services Agreement	N/A	-	\$ -

Pareteum Corporation, et al.

Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
Pareteum Corporation - USA	Telstra International Limited	Master Services Agreement	N/A	-	\$ -
Pareteum Europe BV	Telvent Global Services, S.A.	Amendment Number 3 to the Contract for the Equipment Co-Location and Services Dated October 18, 2005	N/A	-	\$ -
Pareteum Europe BV	Telvent Global Services, S.A.	Amendment Number 4 to the Contract for the Equipment Co-Location and Services Dated October 18, 2005	N/A	-	\$ -
Pareteum Europe BV	Telvent Housing, S.A.	Amendment Number 2 to the Contract for the Equipment Co-Location and Services Dated October 18, 2005	N/A	-	\$ -
Pareteum Europe BV	Telvent Housing, S.A.	Addendum No 2 to the Co-location Agreement Dated February 22, 2001	N/A	-	\$ -
Pareteum Europe BV	Telvent Housing, S.A. (previously known as Carrierhouse, S.A.)	Amendment Number 1 to the Services Provision Contract Dated October 18, 2005	N/A	-	\$ -
iPass, Inc.	Telx Entity	Master Terms and Conditions	USD	136,012.66	\$ 136,012.66
iPass, Inc.	Terre Networks	Amendment No. 1 to the Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Terre Networks	Broadband Roaming Service Supplement to the Solution Partner Reseller Agreement Dated October 15, 2001	N/A	-	\$ -
iPass, Inc.	Terre Networks	Amendment No. 2 to the Solution Partner Reseller Agreement Dated October 15, 2001	N/A	-	\$ -
iPass, Inc.	Terre Networks	Amendment No. 3 to the Solution Partner Reseller Agreement Dated October 15, 2001	N/A	-	\$ -
iPass, Inc.	Terre Networks	IOQ Service Supplement to the Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Terre Networks	Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Terre Networks	Service Supplement No. 1 to the Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	THE CAPITAL GROUP COMPANIES	AMENDMENT NO. 1 to the CORPORATE REMOTE ACCESS AGREEMENT DATED MAY 15, 2003	N/A	-	\$ -
iPass, Inc.	THE CAPITAL GROUP COMPANIES	AMENDMENT NO. 2 to the CORPORATE REMOTE ACCESS AGREEMENT DATED MAY 15, 2003	N/A	-	\$ -
iPass, Inc.	THE CAPITAL GROUP COMPANIES	CORPORATE REMOTE ACCESS AGREEMENT	N/A	-	\$ -
iPass, Inc.	THE CAPITAL GROUP COMPANIES INC.	AMENDMENT NO. 3 to the CORPORATE REMOTE ACCESS AGREEMENT DATED MAY 15, 2003	N/A	-	\$ -
iPass, Inc.	The Cloud Networks Germany GMBH	Amendment No. 1 to the Broadband Supply Agreement Dated July 2,	USD	99,878.97	\$ 99,878.97
iPass, Inc.	The Cloud Networks Limited	Services Agreement	USD		
iPass, Inc.	The Cloud Networks Limited	Services Agreement	USD		
iPass, Inc.	The Cloud Networks Limited	Letter re: Notice to Vary Services Agreement Dated June 24, 2014	USD		
iPass, Inc.	The Cloud Networks Limited	Services Agreement for Wireless Access on The Cloud	USD		
iPass, Inc.	The Cloud Networks Limited	Letter re: Variation of Services Agreement for Wireless Access on The Cloud dated 28 February 2006	USD		
iPass, Inc.	The Cloud Networks Limited	Letter re: Variation of Services Agreement for Wireless Access on The Cloud dated 28 February 2006	USD		
iPass, Inc.	The Ford Foundation	Amendment No. 11 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 12 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 7 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 8 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 13 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 14 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 10 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 9 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 1 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 2 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 3 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 4 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 5 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 6 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 6 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 7 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 8 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Enterprise Mobility Services Test Agreement	N/A	-	\$ -
iPass, Inc.	The Ford Foundation	Amendment No. 9 to the Corporate Remote Access Agreement Dated September 23, 2005	N/A	-	\$ -
iPass, Inc.	The JDK Group	Amendment No. 1 to the Service Order Form Dated September 14, 2017	N/A	-	\$ -
iPass, Inc.	The JDK Group	Service Order Form	N/A	-	\$ -
iPass, Inc.	The Receivable Management Services Corporation	Addendum to the Contract Signed December 1, 2010	N/A	-	\$ -
iPass, Inc.	The Telx Group Inc.	Service Order	N/A	-	\$ -

Pareteum Corporation, et al.

Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
iPass, Inc.	The Telx Group Inc.	Service Order	N/A	-	\$ -
Pareteum Corporation - USA	The Whitmore Group, Ltd.	Premium Finance Agreement and Disclosure Statement	USD		
Pareteum Corporation - USA	Acrisure, LLC dba The Whitmore Group	Premium Finance Agreement and Disclosure Statement	USD	63,776.40	\$ 63,776.40
Pareteum Corporation - USA	Acrisure, LLC dba The Whitmore Group	PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT	N/A		
iPass, Inc.	The Winterbotham Trust Company Limited	Service Order Form	N/A	-	\$ -
iPass, Inc.	Thing5, LLC DBA Cloud5 Communications	Amendment No. 4 to the Broadband Supply Agreement Dated July 16,	N/A	-	\$ -
iPass, Inc.	Thing5, LLC DBA Cloud5 Communications	Amendment No. 4 to the Broadband Supply Agreement Dated July 16,	N/A	-	\$ -
iPass, Inc.	Third Lake Capital	Service Order Form	N/A	-	\$ -
iPass, Inc.	Thompson Tax & Associates, LLC	Engagement Letter re: Sales and Use Tax Consulting Services	USD	3,000.00	\$ 3,000.00
Pareteum Corporation - USA	THYNGS WIRELESS, LLC	Framework Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Thyns Wireless, LLC	First Amendment to Schedules 1 and 2 to the Master Services Agreement Dated September 25, 2018	N/A	-	\$ -
iPass, Inc.	Tieu Insurance and Financial Svcs.	Service Order Form	N/A	-	\$ -
iPass, Inc.	Time Warner Cable Enterprises LLC	BI-Lateral Wi-Fi Network Access Agreement	USD	26,069.33	\$ 26,069.33
Pareteum Corporation - USA	Tingo Mobile UK Ltd	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Tingo Mobile UK Ltd	Schedule of Services	N/A	-	\$ -
iPass, Inc.	TM NET SDN. BHD	Broadband Supply Agreement	N/A	-	\$ -
iPass, Inc.	T-Mobile (UK) Limited	Wholesale Telecommunication Supply Agreement	N/A	-	\$ -
iPass, Inc.	T-Mobile HotSpot GmbH	Agreement for Public Wireless Lan Services	EUR	3,043,712.96	\$ 3,348,084.26
Pareteum Corporation - USA	T-Mobile Netherlands B.V.	Mobile Virtual Network Enabler Hosting Agreement	EUR	86,829.26	\$ 91,564.04
Pareteum NV	T-Mobile Netherlands B.V.	Amendment to Hosting Agreement	EUR	252,270.28	\$ 262,361.09
Pareteum NV	T-Mobile Netherlands B.V.	Amendment to Hosting Agreement	EUR		
iPass, Inc.	T-Mobile Netherlands B.V.	Agreement for Public Wireless Lan Services	N/A	-	\$ -
iPass, Inc.	T-Mobile Netherlands B.V.	Wholesale Data Service Provider Agreement	N/A	-	\$ -
Pareteum Corporation - USA	T-Mobile USA, Inc.	Solutions Provider Agreement	N/A	-	\$ -
Pareteum Corporation - USA	To the Moon Mobile, LTD	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	To the Moon Mobile, LTD	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Tokio Marine Europe S.a. Sucursal En Espana	Local Policy Document Director's & Officers' Insurance	N/A	-	\$ -
Pareteum Corporation - USA	Tokio Marine Insurance Company	Premium Finance Agreement and Disclosure Statement	N/A	-	\$ -
iPass, Inc.	T-Online International AG	Addendum to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	T-Online International AG	Addendum to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	T-Online International AG	Addendum to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	T-Online International AG	Amendment No. 1 to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	T-Online International AG	Amendment No. 3 to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	T-Online International AG	Amendment No. 5 to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	T-Online International AG	Amendment No. 6 to the Solution Partner Reseller Agreement Dated July 28, 2003	N/A	-	\$ -
iPass, Inc.	T-Online International AG	Software Integration Agreement	N/A	-	\$ -
Pareteum NV	Toon Rombaut	Employment Agreement for an Indefinite Period of Time	N/A	-	\$ -
Pareteum Corporation - USA	Top of The World Mobile Media Group	Roaming Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	Top of The World Mobile Media Group	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Top of The World Mobile Media Group	Business Data Only Plans	N/A	-	\$ -
Pareteum Corporation - USA	Top of The World Mobile Media Group	Pareteum Mobile Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	Top of The World Mobile Media Group	Agreement USA MVNO Cloud	N/A	-	\$ -
iPass, Inc.	Tosoh America, Inc.	Amendment No. 1 to the Corporate Remote Access Agreement Dated May 24, 2004	N/A	-	\$ -
iPass, Inc.	Tosoh America, Inc.	Amendment No. 2 to the Corporate Remote Access Agreement Dated May 24, 2004	N/A	-	\$ -
iPass, Inc.	Tosoh America, Inc.	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	Transit Wireless, LLC	Broadband Supply Agreement	USD	2,165.73	\$ 2,165.73
iPass, Inc.	TransPerfect	Service Order Form	N/A	-	\$ -
Pareteum Corporation - USA	Transperion Client Services	Pareteum Mobile Services	N/A	-	\$ -
Pareteum Corporation - USA	Transperion Client Services	Agreement USA MVNO Cloud	N/A	-	\$ -
Pareteum Corporation - USA	Transperion Client Services	Amendment No. 1 to the Pareteum USA MVNO Cloud Agreement Dated July 23, 2021	N/A	-	\$ -
Pareteum Corporation - USA	Transperion Client Services	Amendment No. 1 to the Pareteum USA MVNO Cloud Agreement Dated July 23, 2021	N/A	-	\$ -
Pareteum Corporation - USA	Travelers Bond & Specialty Insurance Claim	ERISA FIDELITY COVERAGE WITH INFLATION GUARD FOR EMPLOYEE BENEFIT PLANS DECLARATIONS	N/A	-	\$ -
Pareteum NV	TREMEC VBR / Transmisiones Y Equipos Mecanicos	Contract for Voice Over IP Communication Services	N/A	-	\$ -
Pareteum Corporation - USA	TRIPLE 7 AVIATION & INVESTMENTS LLC	DocuSign Electronic Record re: Document Signed June 11, 2021	N/A	-	\$ -
Pareteum Corporation - USA	Troomi Wireless, Inc	Agreement USA Connectivity Services	N/A	-	\$ -
Pareteum Corporation - USA	Troomi Wireless, Inc	Customer Acceptance Sign-Off Form	N/A	-	\$ -
Pareteum Corporation - USA	Troverlo, Inc.	Data License Agreement	N/A	-	\$ -
iPass, Inc.	True Internet Co.	Broadband Supply Agreement	USD	62,604.36	\$ 62,604.36
Pareteum Corporation - USA	Trustive Limited	Broadband Supply Agreement	N/A	-	\$ -
iPass, Inc.	TTNET A.S.	iPass Enterprise Mobility Services Pilot Agreement	N/A	-	\$ -
iPass, Inc.	TTNET A.S.	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	TTNET A.S.	Local Agreement re: Global Framework Agreement of 2013 between STC Saudi Telecom Company and iPass	N/A	-	\$ -
iPass, Inc.	TTNET A.S.	Broadband Supply Agreement	USD		
iPass, Inc.	TTNET A.S.	Letter re: Non-Renewal of Local Agreement Dated May 20, 2013 and Broadband Supply Agreement Dated December 18, 2009	USD	23,560.41	\$ 23,560.41

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
Pareteum Corporation - USA	TUBE INCORPORATE DBA Datami	PARETEUM MASTER SERVICES AGREEMENT	N/A	-	\$ -
Pareteum NV	Turner, Joyce	Employment Agreement	N/A	-	\$ -
Pareteum NV	Turner, Joyce	Employment Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Tyntec Global Connectivity	DIPER-TO-PEER MESSAGING PEERING SERVICES AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	UAG Cloud, Inc. a/b/a Telecomventures	Pareteum Mobile Services Plans	N/A	-	\$ -
Pareteum Corporation - USA	UAG Cloud, Inc. a/b/a Telecomventures	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	UAG Cloud, Inc. a/b/a Telecomventures	Pareteum Mobile Services Plans	N/A	-	\$ -
Pareteum Corporation - USA	UAG Cloud, Inc. a/b/a Telecomventures	Schedule of Services	N/A	-	\$ -
iPass, Inc.	Uber Technologies, Inc.	Amendment No. 1 to the iPass Enterprise Mobility Services Master Services Agreement Dated October 20, 2014	N/A	-	\$ -
iPass, Inc.	Uber Technologies, Inc.	Amendment No. 2 to the iPass Enterprise Mobility Services Master Services Agreement Dated October 20, 2014	N/A	-	\$ -
iPass, Inc.	Uber Technologies, Inc.	Amendment No. 3 to the iPass Enterprise Mobility Services Master Services Agreement Dated October 20, 2014	N/A	-	\$ -
iPass, Inc.	Uber Technologies, Inc.	Amendment No. 1 to the iPass Enterprise Mobility Services Master Services Agreement Dated October 20, 2014	N/A	-	\$ -
iPass, Inc.	Uber Technologies, Inc.	Amendment No. 2 to the iPass Enterprise Mobility Services Master Services Agreement Dated October 20, 2014	N/A	-	\$ -
iPass, Inc.	Uber Technologies, Inc.	iPass Enterprise Mobility Services Master Services Agreement	N/A	-	\$ -
iPass, Inc.	UKE Explorer Limited	Broadband Supply Agreement	N/A	-	\$ -
iPass, Inc.	United Airlines Inc.	Purchase Agreement	USD	514,796.76	\$ 514,796.76
iPass, Inc.	United Lifestyle Group Networks Pty Ltd	Deed re: Principal Document Dated September 20, 2016	N/A	-	\$ -
iPass, Inc.	United Lifestyle Group Networks Pty Ltd	iPass Mobility Services Master Services Agreement	N/A	-	\$ -
iPass, Inc.	United Lifestyle Group Networks Pty Ltd	iPass Mobility Services Master Services Agreement	N/A	-	\$ -
iPass, Inc.	United Media Network AG	iPass Mobility Services Master Services Agreement	N/A	-	\$ -
iPass, Inc.	United Media Network AG	iPass Mobility Services Master Services Agreement	N/A	-	\$ -
iPass, Inc.	United Media Network AG	Amendment No. 1 to the Mobility Services Agreement Dated July 29, 2016	N/A	-	\$ -
iPass, Inc.	United Media Network AG	iPass Mobility Services Master Services Agreement	N/A	-	\$ -
iPass, Inc.	United Networks Operations Limited	Amendment No. 1 to the iPass Enterprise Mobility Services Master Services Agreement Dated September 20, 2016	N/A	-	\$ -
iPass, Inc.	United Networks Operations Limited	Deed re: Principal Document Dated September 20, 2016	N/A	-	\$ -
iPass, Inc.	United Networks Operations Limited	Amendment No. 2 to the Mobility Services Agreement Dated September 20, 2016	N/A	-	\$ -
iPass, Inc.	United Networks Operations Limited	Amendment No. 4 to the Mobility Services Agreement Dated September 20, 2016	N/A	-	\$ -
iPass, Inc.	United Networks Operations Limited	Amendment No. 5 to the Mobility Services Agreement Dated September 20, 2016	N/A	-	\$ -
iPass, Inc.	United Networks Operations Limited	Amendment No. 1 to the Mobility Services Agreement Dated September 20, 2016	N/A	-	\$ -
Pareteum Corporation - USA	Universal Business Team	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Universal Business Team	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Universal Business Team	Pareteum Mobile Services Pareteum Unlimited	N/A	-	\$ -
Pareteum Corporation - USA	US Premium Finance	Premium Finance Agreement and Disclosure Statement	N/A	-	\$ -
Pareteum Corporation - USA	US Premium Finance	Premium Finance Agreement and Disclosure Statement	N/A	-	\$ -
Pareteum Corporation - USA	US Premium Finance	PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT	N/A	-	\$ -
Pareteum Corporation - USA	US Premium Finance	Premium Finance Agreement and Disclosure Statement	N/A	-	\$ -
Pareteum Corporation - USA	US Specialty Insurance Company	Premium Finance Agreement and Disclosure Statement	N/A	-	\$ -
Pareteum NV	Van De Putte, Kristof	Employment Agreement	N/A	-	\$ -
iPass, Inc.	Vanco	Letter Agreement re: Trial Program	N/A	-	\$ -
iPass, Inc.	Vanco SA	Letter Agreement re: End User License Agreement Dated April 8, 2005	N/A	-	\$ -
iPass, Inc.	Vanco UK	Amendment #2 to Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Vanco UK Ltd	iIMDF Supplement to the Solution Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Vanco UK Ltd	Addendum to the Solution Partner Reseller Agreement Dated September 9, 2002	N/A	-	\$ -
iPass, Inc.	Vanco UK Ltd	Amendment to the Solution Partner Reseller Agreement Dated March 9, 2002	N/A	-	\$ -
iPass, Inc.	Vanco UK Ltd	Solution Partner Reseller Agreement	N/A	-	\$ -
Pareteum NV	Vandenberghe, Ruben	Employment Agreement	N/A	-	\$ -
Pareteum NV	Vandenbulcke, Wannes	Employment Agreement	N/A	-	\$ -
Pareteum NV	Vanhee, Els	Employment Agreement	N/A	-	\$ -
iPass, Inc.	Vast Networks (PYT) LTD	Broadband Supply Agreement	USD	39,811.84	\$ 39,811.84
Pareteum Corporation - USA	viscovery	Statement of Services Scheduled	USD	11,504.55	\$ 11,504.55
iPass, Inc.	Veniam	iPass Proof of Concept Agreement	N/A	-	\$ -
iPass, Inc.	Veniam	Amendment No. 1 to the iPass Enterprise Mobility Services Master Agreement Dated January 2, 2020	N/A	-	\$ -
iPass, Inc.	Veniam	Referral Partner Agreement	N/A	-	\$ -
iPass, Inc.	Veniam	iPass Proof of Concept Agreement	N/A	-	\$ -
iPass, Inc.	Veniam	Referral Partner Agreement	N/A	-	\$ -
iPass, Inc.	Vertex, Inc.	Software License Agreement	USD	5,215.00	\$ 5,215.00
Pareteum Corporation - USA	Veteran's Mobile	AGREEMENT USA MVNO CLOUD	N/A	-	\$ -
Pareteum Corporation - USA	Veteran's Mobile	Pareteum Mobile Services Plans	N/A	-	\$ -
Pareteum Corporation - USA	VIRTUAL MOBILE OPERATIONS PTY LTD 2015/075473/07	JOINT VENTURE AND COLLABORATION AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	VIRTUAL MOBILE OPERATIONS PTY LTD 2015/075473/07	JOINT VENTURE AND COLLABORATION AGREEMENT Amendment Number 1	N/A	-	\$ -
Pareteum NV	Vivium Verzekeringen	Electronic equipment contract	N/A	-	\$ -

Pareteum Corporation, et al.  
Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
Pareteum Europe BV	Vocalis Telcome Espana, S.L.	Addendum No 2 to the Co-location Agreement Dated February 22, 2001	N/A	-	\$ -
Pareteum Europe BV	Vocalis Telecom, S.L.	Addendum No. 1 to the Co-Location Agreement Dated February 22, 2001	N/A	-	\$ -
Pareteum Corporation - USA	Vocom International Telecommunication	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Vocom International Telecommunication	Master Services Agreement	N/A	-	\$ -
Pareteum Europe BV	VODAFONE ENABLER ESPANA, S.L.	VPA Attachment Agreement to the VPC Procurement Agreement Dated April 1, 2019	N/A	-	\$ -
Pareteum Europe BV	Vodafone Espana S.A.U.	Vendor Contract Transfer Consent	N/A	-	\$ -
Pareteum Europe BV	VODAFONE ESPANA S.A.U.	AGENCY ADHERENCE AGREEMENT	N/A	-	\$ -
Pareteum Europe BV	VODAFONE ESPANA, S.A.U.	Asset Transfer Agreement	N/A	-	\$ -
Pareteum Europe BV	VODAFONE ESPANA, S.A.U.	Software License	N/A	-	\$ -
iPass, Inc.	Vodafone Limited	Child Account Termination and Settlement Agreement	N/A	-	\$ -
Pareteum Europe BV	VODAFONE ONO, S.A.U.	AGENCY ADHERENCE AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	VOIP-Trade LTD	NON-DISCLOSURE AGREEMENT	N/A	-	\$ -
Pareteum Corporation - USA	VOIP-Trade LTD	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	VOIP-Trade LTD	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	Voith Digital Solutions GmbH	Service Order Form	N/A	-	\$ -
iPass, Inc.	WAGO Kontakttechnik GmbH & Co. KG	Amendment No. 1 to the Corporate Remote Access Agreement Dated October 1, 2006	N/A	-	\$ -
iPass, Inc.	WAGO Kontakttechnik GmbH & Co. KG	Corporate Remote Access Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Walters People	COLLABORATION PROPOSAL PERMANENT HIRING	N/A	-	\$ -
Pareteum Corporation - USA	Wearables Safety	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Wearables Safety	Implementation Agreement	N/A	-	\$ -
iPass, Inc.	Weil, Gotshal & Manges, LLP	Amendment No. 3 to the Corporate Remote Access Agreement Dated August 6, 2003	N/A	-	\$ -
iPass, Inc.	Weil, Gotshal & Manges, LLP	Amendment No. 1 to the Corporate Remote Access Agreement Dated August 6, 2003	N/A	-	\$ -
iPass, Inc.	Weil, Gotshal & Manges, LLP	Amendment No. 2 to the Corporate Remote Access Agreement Dated August 6, 2003	N/A	-	\$ -
iPass, Inc.	Weil, Gotshal & Manges, LLP	Corporate Remote Access Agreement	N/A	-	\$ -
iPass, Inc.	Westcon Group North America, Inc.	Corporate Guaranty	N/A	-	\$ -
iPass, Inc.	Westport Office Park, LLC	Lease Agreement	N/A	-	\$ -
iPass, Inc.	Westport Office Park, LLC	Tenant's Estoppel Certificate re: 3800 Bridge Parkway, Suite 200, Redwood City, CA 94065	N/A	-	\$ -
iPass, Inc.	Westport Office Park, LLC	Letter Agreement re: Lease at 3800 Bridge Parkway, Suite 200, Redwood City, CA 94065	N/A	-	\$ -
iPass, Inc.	Westport Office Park, LLC	License for Use and Hold Harmless Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Whitney Summers-Kieffaber	Letter Agreement re: Offer of Employment	N/A	-	\$ -
iPass, Inc.	WIFICOIN	Amendment No. 2 to the Software Licensing Agreement Dated November 1, 2018	N/A	-	\$ -
iPass, Inc.	WIFICOIN	Amendment No. 3 to the Software Licensing Agreement Dated November 1, 2018	N/A	-	\$ -
iPass, Inc.	WIFICOIN	Software License Agreement	N/A	-	\$ -
iPass, Inc.	WiFiPro Global S.L.	Broadband Supply Agreement	EUR	-	\$ -
iPass, Inc.	Wifirst SAS	Broadband Supply Agreement	EUR	140,895.73	\$ 154,985.30
Pareteum Corporation - USA	William Batchelor	Consulting Agreement	N/A	-	\$ -
iPass, Inc.	Wilmer Cutler Pickering Hale and Dorr LLP	Amendment No. 1 to the Service Order Form Dated November 13, 2018	N/A	-	\$ -
iPass, Inc.	Wilmer Cutler Pickering Hale and Dorr LLP	Amendment No. 2 to the Service Order Form Dated November 13, 2018	N/A	-	\$ -
iPass, Inc.	Wilmer Cutler Pickering Hale and Dorr LLP	Amendment No. 3 to the Service Order Form Dated November 13, 2018	N/A	-	\$ -
iPass, Inc.	Wilmer Cutler Pickering Hale and Dorr LLP	Mutual Non-Disclosure Agreement	N/A	-	\$ -
iPass, Inc.	Wilmer Cutler Pickering Hale and Dorr LLP	Service Order Form	N/A	-	\$ -
iPass, Inc.	Wilmer Cutler Pickering Hale and Dorr LLP	Service Order Form	N/A	-	\$ -
iPass, Inc.	WilmerHale	Purchase Order re iPass Unlimited Enterprise Package	N/A	-	\$ -
iPass, Inc.	WilmerHale	Purchase Order	N/A	-	\$ -
iPass, Inc.	WilmerHale	Purchase Order	N/A	-	\$ -
iPass, Inc.	WilmerHale	Purchase Order	N/A	-	\$ -
iPass, Inc.	WilmerHale	Purchase Order	N/A	-	\$ -
Pareteum Corporation - USA	Wing Tel Inc.	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Wing Tel Inc.	Master Services Agreement	N/A	-	\$ -
iPass, Inc.	Wire and Wireless CO, Ltd.	Broadband Supply Agreement	USD	286,702.05	\$ 286,702.05
iPass, Inc.	Wireless Analytics, LLC	Amendment No. 1 to the Channel Partner Reseller Agreement Dated September 20, 2012	N/A	-	\$ -
iPass, Inc.	Wireless Analytics, LLC	Amendment No. 2 to the Channel Partner Reseller Agreement Dated September 20, 2012	N/A	-	\$ -
iPass, Inc.	Wireless Analytics, LLC	Channel Partner Reseller Agreement	N/A	-	\$ -
iPass, Inc.	Wireless Analytics, LLC	Enterprise Mobility Services Trial Agreement	N/A	-	\$ -
iPass, Inc.	Wireless Broadband Alliance Ltd.	Sponsorship Agreement (Conference Track Presentation Sponsor)	USD	-	\$ -
iPass, Inc.	Wireless Broadband Alliance Ltd.	Conference Track Sponsorship of WBA Wireless Global Congress Events 2017	USD	4,000.00	\$ 4,000.00
iPass, Inc.	Wireless Broadband Alliance Ltd.	Bronze Sponsorship Agreement: WBA Wireless Global Congress. November 14-17, 2016. San Jose, USA.	USD	12,166.67	\$ 12,166.67
iPass, Inc.	Wireless Hotspot (Pty) Ltd	Broadband Supply Agreement	N/A	-	\$ -
Pareteum Corporation - USA	WorldSIM	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	WorldSIM	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	X Mobility Limited	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	X Mobility Limited	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	XL Professional Insurance	Cornerstone A-Side Management Liability Insurance Policy Declarations	N/A	-	\$ -
iPass, Inc.	XPO Logistics, Inc.	Amendment No. 1 to the Service Order Form Dated July 3, 2017	N/A	-	\$ -
iPass, Inc.	XPO Logistics, Inc.	Service Order Form	N/A	-	\$ -
Pareteum Corporation - USA	Yonder Media Mobile, Inc.	Convertible Promissory Note	N/A	-	\$ -
Pareteum Corporation - USA	Yonder Media Mobile, Inc.	Security Agreement	N/A	-	\$ -



Pareteum Corporation, et al.

Contract Cure Amounts

**Disclaimer:** The Debtors reserve their rights to amend/correct amounts as new information becomes available. Balances represent amounts due per the Debtors' books and records as of 6/1/22 and may not reflect a) invoices not yet received; and b) amounts to be paid under certain first day motions.

DebtorName	Counterparty	Description	Currency	Cure Amount (Local Currency)	Cure Amount (USD)
Pareteum Corporation - USA	Yonder Media Mobile, Inc.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Yonder Media Mobile, Inc.	Implementation Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Yorkson Legal, Inc.	Master Services Agreement	USD	3,781.25	\$ 3,781.25
Pareteum Corporation - USA	Ytel, Inc.	Schedule of Services	N/A	-	\$ -
Pareteum Corporation - USA	Ytel, Inc.	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Yves Basquet	Consulting Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Yves van Sante	Letter Agreement re: Elephant Talk Communications Corp. Board of Directors	N/A	-	\$ -
iPass, Inc.	Zayo Group, LLC	Master Service Agreement	USD	12,335.37	\$ 12,335.37
Pareteum NV	Zetes	Distribution Agreement	EUR	4,114.00	\$ 4,278.56
iPass, Inc.	ZETES nv	Terms and Conditions	N/A	-	\$ -
Pareteum Corporation - USA	Zingaya, Inc. d/b/a Voximplant	Master Services Agreement	N/A	-	\$ -
Pareteum Corporation - USA	Zingaya, Inc. d/b/a Voximplant	SCHEDULE 1 - VOICE SERVICES	N/A	-	\$ -
iPass, Inc.	Zinpro Corporation	Amendment No. 1 to the Service Order Form Dated May 14, 2018	N/A	-	\$ -
iPass, Inc.	Zinpro Corporation	Service Order Form	N/A	-	\$ -
iPass, Inc.	Zoom Information Inc.	Service Order	USD	15,468.40	\$ 15,468.40
iPass, Inc.	Zoom Video Communications, Inc.	Purchase Order	USD		
Pareteum Corporation - USA	Zulie Venture Inc DBA CELLPAY	Pareteum International Roaming Plans	N/A	-	\$ -
Pareteum Corporation - USA	Zulie Venture Inc DBA CELLPAY	Agreement USA MVNO Cloud	N/A	-	\$ -
Pareteum Corporation - USA	Zulie Venture Inc DBA CELLPAY	Pareteum Business Data Only Plans	N/A	-	\$ -
Pareteum Corporation - USA	Zulie Venture Inc DBA CELLPAY	Pareteum Mobile Services (International Bolt-Ons)	N/A	-	\$ -
Pareteum Corporation - USA	Zulie Venture Inc DBA CELLPAY	Pareteum Mobile Services (International Bolt-Ons)	N/A	-	\$ -