

Spot Inc.

SPOT SATELLITE MESSENGER AGREEMENT

General Terms and Conditions

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY USING THE SPOT SATELLITE PERSONAL TRACKER™ ("SPOT MESSENGER") AND THIS SERVICE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR, THE LIMITATIONS ON USE AND SERVICE CONTAINED IN SECTION 1, 5 AND 9. WARRANTY IN SECTION 8, AND SPECIFIC EXCEPTIONS CONTAINED IN 2, 8 AND 9. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THE SPOT MESSENGER. YOU MAY, WITH THE PROOF OF PURCHASE, RETURN THE SPOT MESSENGER TO THE LOCATION FROM WHICH IT WAS PURCHASED.

The SPOT Messenger Service Agreement ("**Agreement**") between you and Spot Inc. ("**SPOT**") consists of the Service Plan ("**Plan**") to which you subscribed, these General Terms and Conditions ("**General Terms**"), and any addenda that have been included with these General Terms. The Agreement period ("**Term**") starts when you first use the Satellite Personal Tracker service ("**Service**") described in the Plan. SPOT may change the General Terms or pricing for the Service if its terms for obtaining the Service change or if SPOT believes a change is beneficial for conducting its business. When SPOT makes changes, SPOT will give notice to you by posting the changed General Terms on the SPOT website: <http://www.findmespot.com/explorespot/termsandconditions.aspx>. SPOT may also notify you directly of a change, but SPOT is not obligated to do so unless the change is a price increase. You accept ongoing responsibility for being fully informed of the changing content of the SPOT website, including without limitation changes in the General Terms and the Plan. If SPOT makes changes that are not acceptable to you, you may terminate the Agreement without charge by giving written notice of termination to SPOT within 30 days after the date the unacceptable change was posted. If you do not give written notice within 30 days, you accept the change, effective on the date of its posting. You agree that you cannot change this Agreement and that no statement or representation (oral or written) of any sales agent, distributor, representative or employee of SPOT made to you can change this Agreement.

1. CONDITIONS AND LIMITATIONS OF SERVICE.

You understand and agree that:

1.1 You may use your SPOT Messenger anywhere there is coverage. Coverage areas include virtually all of the continental United States, Canada, Mexico, Europe and Australia, portions of South America, Northern Africa and Northeastern Asia, and hundreds of thousands of miles offshore of these areas. Please check <http://www.findmespot.com/explorespot/coverage.aspx> for the current coverage areas.

1.2 SPOT Service uses coordinates from the U.S. Government's GPS Satellite Constellation and its

onboard GPS chip to determine your position, the L-band uplink (1610-1621.35 MHz) of the Globalstar™ Low-Earth Orbit Mobile Satellite System, which is owned and operated by Globalstar, Inc. ("**Globalstar**") and the SPOT enterprise systems, to transmit your messages (together, the "**Satellite Systems**"). The Satellite Systems' availability is limited by the space technology and environmental conditions that affect radio transmissions including limitations on the geographic satellite service coverage as described on the www.FindMeSpot.com website. Service may become limited or temporarily unavailable without notice from time to time. SPOT does not own or control the service providers that operate the links between the satellite ground stations, including satellite antennas and supporting equipment, and the Globalstar satellites, nor does SPOT own or control the GPS Satellite Constellation, and cannot be responsible for any service interruptions that are associated with those Satellite Systems or ground stations and the SPOT enterprise systems.

1.3 Satellite service is wireless and requires a clear line of sight toward the satellite; therefore, the service is inherently subject to transmission and reception limitations caused by: (i) your location, including conditions that obstruct the line of sight between you and the Satellite Systems; (ii) the condition of the Satellite Systems and ground stations; (iii) the condition of your SPOT Messenger; and (iv) weather conditions, atmospheric conditions, magnetic interference, environmental, and other conditions beyond SPOT's or the Satellite Systems' control.

1.4 SPOT collects information about your transmissions for billing purposes and to monitor service quality but does not monitor or record the content of your transmissions. See Section 13.

1.5 You will read your SPOT Messenger User Manual carefully for instructions on using your SPOT Messenger and you will use the SPOT Messenger only in accordance with those instructions.

2. EMERGENCY SERVICES.

2.1 You may use your SPOT Messenger for emergency purposes. SPOT has contracted with a third-party provider, Travel Safety Group dba GEOS

("GEOS"), to provide emergency monitoring services utilizing their GEOS 9-1-1 Emergency Call Center(s) ("ECC"). SPOT transmits 9-1-1 Emergency Signals received, along with applicable Registration Data information and available location coordinates, to the ECC. The ECC maintains a database of emergency responders in regions throughout the world (the "ECC Database"), and provides 9-1-1 Emergency Signal monitoring 24 hours a day, 7 days a week and 365 days a year. Upon receipt of a 9-1-1 Emergency Signal, ECC personnel: i) contact if available the primary and secondary contacts identified by you in your Registration Data to attempt to validate the 9-1-1 Emergency Signal, ii) use the ECC database to identify appropriate emergency responder(s) according to available location coordinates; iii) contact the appropriate emergency responder(s) and inform them of the relevant facts in GEOS' possession (including available Registration Data information and/or location coordinates); iv) if you are traveling outside of your home territory, and it is consistent with GEOS' procedures, GEOS may contact the Embassy of your government consistent with your Registration Data, either in the location identified by the Location Information or their Washington, D.C. based Embassy, and provide them all relevant facts in GEOS' possession; and, v) provide updates of location coordinates as available to the identified emergency responder. Upon contacting the emergency responder(s) and/or, as appropriate, the Embassy, and informing them of all relevant facts, SPOT and GEOS are released from all further legal responsibility and/or obligation to take any further action whatsoever. Should GEOS have reasonable cause to believe that an emergency condition does not exist, GEOS reserves the right to solely contact the primary and secondary contacts identified by you.

2.2 Provision of 9-1-1 Emergency Services is subject to the terms of this agreement, including the Section 9 Limitations. SPOT intends that the ECC will be available at all times in all locations where your SPOT Messenger works; however, it is possible that at some times and some locations, the ECC will not receive your transmission or that your transmission will be delayed. Further, the emergency responder(s) shall determine when, how, even if, to conduct a search and rescue in accordance with their standard policies and procedures. And as determined by such constraints as, but not limited to, operational considerations, available resources, technical feasibility, meteorological conditions, medical and/or safety concerns whether for you or the emergency responder(s). In no event does this Agreement create a duty to rescue.

2.3 You are solely responsible for any charges that may be assessed by emergency responders for either false 9-1-1 emergency signals and/or in relation to search and rescue activities resulting from you or your authorized users transmission of a 9-1-1 Emergency Signal. In addition, should you deliberately or negligently misuse the 9-1-1 Emergency Service, the 9-1-1 service provider,

GEOS, reserves the right to assess a fee in order to recoup their costs in relation to responding to such misuse. Negligent and deliberate misuse includes, but is not limited to, pressing the 9-1-1 button to 'see if it works' or otherwise knowingly pressing the 9-1-1 button when no emergency situation exists. Should it be determined by SPOT that you have deliberately or negligently misused the 9-1-1 Emergency Service, SPOT shall provide your credit card information on record to GEOS. GEOS shall then, without further notice, bill your credit card the appropriate fee, calculated at a rate of \$345.00 per hour, or stated part thereof, for a minimum charge of one (1) hour and maximum charge of two (2) hours, for each such false 9-1-1 Emergency Signal event, and you shall be responsible to pay any such fee. If you purchase the optional Search and Rescue Service, such Search and Rescue services shall be subject to the terms of your separate agreement with GEOS, located at <http://www.geosalliance.com/sar/>.

3. SERVICE PLAN.

3.1 You agree to remain as a subscriber for the minimum period stated in your Plan Term, or if no Term is specifically stated in your Plan, for a Term of 12 months starting on the date of Service activation.

3.2 All Service plans are Pre-paid Plans. Available plan terms may include: a yearly term with prepayment in full, a yearly term with prepayment prior to each service month or a multi-year term with prepayment in full. Pre-paid Plans automatically renew at the end of the Term for a new Term that is the same as the initial one unless you cancel by notifying SPOT a minimum of 30 days before the then-current Term expires. Where required by law, SPOT will provide you with advance notice of the renewal of your Plan.

3.3 Pre-paid Plan fees are non-refundable unless SPOT cancels the Service, in which event you will receive a pro rata refund for airtime for the unused portion of the Plan.

3.4 Your Plan is for personal, recreational or non-commercial use only. This means you may not sell, rent, lease or otherwise charge for the SPOT Satellite Messenger and/or Service or any information or services associated with or derived from the SPOT Satellite Messenger and/or Service. Separate price plans are available for commercial use. Additional terms and conditions shall apply for commercial use. Please contact SPOT at: 1-866-OK1-SPOT (651-7668) or customercare@findmespot.com should you wish to utilize your SPOT Satellite Messenger for a commercial use.

4. PAYMENT.

4.1 You agree to pay, on time, any applicable activation, monthly service, service usage, cancellation, and disconnection fees, plus any applicable taxes, as provided in your Plan. SPOT will bill your credit card prior to each service term in accordance with the terms of your Plan. This bill is

due and payable in the currency specified in your Plan. If your plan specifies monthly billing, then the monthly recurring charges are billed monthly in advance.

4.2 You agree to pay a late charge of the lesser of (i) 1.5% per month (or 19.6% per year) or (ii) the maximum legal rate if your bill is not paid within ten (10) days after the due date. This late charge is applicable to the unpaid balance as of the due date and will be billed on subsequent invoices and statements. You agree to pay SPOT all of SPOT's collection costs, including without limitation the standard fees of any collection agency, reasonable attorney and legal fees, and any other costs incurred by SPOT in exercising any of its rights under this Agreement. SPOT may suspend Service in the event of late payment. If it does so, SPOT may charge a reactivation fee (currently \$50.00 US) for each suspended SPOT Messenger.

5. DATA TRANSMISSION/NO CREDITS.

5.1 Because of the technical nature of data setups and the inherent complexity of data transmission through a variety of satellite and other operating systems, SPOT makes no representation as to the success of any data transmission. Regardless of whether a data transmission is successful, no refunds will be given.

5.2 In addition to limitations resulting from incorrect use (e.g., next to or under an obstruction), satellite communications systems have inherent characteristics that can create dropped data transmissions. Dropped data transmissions, regardless of whether "9-1-1," "Help," "OK (Check In. SPOTcheckingSM)", "OK (Track Progress. SPOTcastingSM)" or other data transmission, will not be credited regardless of cause. Nor shall SPOT be liable for any damages that may result from such dropped data transmission, including dropped or delayed SMS message(s) or e-mail(s) to your SPOTteamSM, failure of Google MapsSM display and/or dropped or delayed 9-1-1 Emergency Signals.

6. TAXES.

Your Plan price for the Service does not include sales, usage, excise, ad valorem, goods and services, harmonized sales, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. You are required to pay these taxes.

7. CREDIT APPROVAL/CREDIT CARDS.

7.1 Initiation or continuation of Service is subject to credit approval by SPOT and requires direct payment by credit card or an authorized guarantee of payment by a valid accepted credit card.

7.2 Foreign (non-U.S. or non-Canadian) credit cards will be accepted only after verification has been done with the issuing bank. If you are a foreign customer or a customer without established credit, SPOT may not allow you to participate in a

Plan with Monthly pre-payment. Instead, SPOT may require that you prepay the first full year. Verification of foreign credit cards may delay order processing. SPOT may decline any credit card transaction.

8. DISCLAIMER OF WARRANTY

8.1 THE LIMITED WARRANTY ACCOMPANYING YOUR PRODUCT IS THE ONLY WARRANTY PROVIDED IN RELATION TO YOUR SPOT MESSENGER AND SERVICE. THE SERVICE IS PROVIDED 'AS IS' AND ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS (EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS RESPECTING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) ARE HEREBY EXPRESSLY EXCLUDED FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

8.2 SPOT GIVES NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR ACCURACY OF THE SERVICE OR IN RELATION TO AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE SATELLITE SYSTEMS USED BY THE SPOT MESSENGER TO TRANSMIT DATA TRANSMISSIONS, INCLUDING 9-1-1 EMERGENCY SIGNALS.

9. LIMITATION OF LIABILITY

9.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SPOT AND ITS SERVICE PROVIDERS, INCLUDING GLOBALSTAR, GEOS AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS HEREBY EXPRESSLY EXCLUDE LIABILITY FOR ANY DAMAGES OR CLAIMS, INCLUDING INJURY OR DEATH, AND ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, EXEMPLARY OR PUNITIVE LOSS, DAMAGE, COSTS OR EXPENSES (INCLUDING LOSS OF INCOME, MEDICAL AND OTHER EXPENSES, LOSS OF GUIDANCE, CARE AND COMPANIONSHIP) WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF THIS SERVICE (INCLUDING ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE THE SERVICE) OR ITS USE BY YOU OR BY ANOTHER PERSON WHETHER OR NOT AUTHORIZED BY YOU TO UTILIZE THE SERVICE.

9.2 SPOT AND ITS SERVICE PROVIDERS, INCLUDING GLOBALSTAR, GEOS AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS EXCLUDE ALL LIABILITY, WHETHER RESULTING FROM CONTRACT, TORT (INCLUDING LIABILITY FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE IN RESPECT OF ANY LOSS, DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTIES, FOR ANY FAULTS, FAILURES OR INADEQUACIES OF THE SATELLITE SYSTEM, THIS SERVICE OR THE 9-1-1 EMERGENCY MONITORING AND RESPONSE PROVIDED BY GEOS.

9.3 SPOT AND ITS SERVICE PROVIDERS, INCLUDING GLOBALSTAR, GEOS AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS SHALL NOT BE LIABLE TO YOU OR BE DEEMED TO BE IN BREACH OF THIS AGREEMENT IN RESPECT OF ANY FAILURE OR DELAY IN THE PROVISION OF SERVICES CAUSED BY:

9.3.1 MATTERS OUTSIDE OF SPOT'S OR ITS SERVICE PROVIDERS' REASONABLE CONTROL, WHICH SHALL INCLUDE, BUT IS NOT LIMITED TO, OUTBREAK OF HOSTILITIES, RIOT, CIVIL DISTURBANCE, ACTS OF TERRORISM, FIRE, EXPLOSION, FLOOD, SNOW, FOG OR OTHER INCLEMENT WEATHER CONDITIONS, FAILURE OF TELECOMMUNICATIONS OR SATELLITE SYSTEMS, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, SURGES IN THE ELECTRICAL MAINS OR CURRENTS, DAMAGE CAUSED BY ELECTROMAGNETIC INTERFERENCE, THEFT, MALICIOUS DAMAGE, STRIKE, LOCK OUT OR INDUSTRIAL ACTION OF ANY KIND; OR

9.3.2 FAILURE, DELAY OR INACCURACY OF THE GPS SATELLITES IN PROVIDING LOCATION COORDINATES; OR

9.3.3 FAILURE, DELAY OR INACCURACY OF THE SPOT MESSENGER TO PROCESS AND/OR TRANSMIT DATA TRANSMISSIONS, INCLUDING 9-1-1 EMERGENCY SIGNAL(S) AND/OR LOCATION COORDINATES, TO THE GLOBALSTAR SATELLITE SYSTEM; OR

9.3.4 FAILURE OF OR DELAY IN THE GLOBALSTAR SATELLITE SYSTEM AND/OR GROUND STATIONS TO PROCESS DATA TRANSMISSIONS, INCLUDING BUT NOT LIMITED TO 9-1-1 EMERGENCY SIGNAL(S), LOCATION COORDINATES, PREPROGRAMMED MESSAGES AND/OR GOOGLE MAPS™ DISPLAY, AND TRANSMIT TO THE IDENTIFIED POINTS OF CONTACT AND/OR ECC AS APPROPRIATE; OR

9.3.5 FAILURE OF OR DELAY IN YOUR E-MAIL OR CELLPHONE PROVIDER TO TRANSMIT THE MESSAGE TO YOU, OR FAILURE OF OR DELAY IN THE ECC RESPONDING TO 9-1-1 EMERGENCY SIGNAL(S).

9.3 IN NO EVENT SHALL THE TOTAL, MAXIMUM, AGGREGATE LIABILITY OF SPOT AND ITS SERVICE PROVIDERS, INCLUDING GLOBALSTAR, GEOS AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS, FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY YOU.

9.4 THE LIMITATIONS IN THIS SECTION 9 SHALL APPLY TO ALL CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES HOWSOEVER CAUSED AND WHETHER FOR BREACH OF CONTRACT, IN TORT, BY WAY OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

10. OPTIONAL SERVICES.

10.1 Optional Tracking Service. Should you have chosen to purchase the optional Tracking Service, you may use the Tracking Service as often as you need provided that such use is for your personal, recreational or non-commercial use. Separate price plans are available for commercial use, including loan worker applications, rental or commercial tracking applications. Additional terms and conditions shall apply for commercial use. Unauthorized commercial use could result in additional charges of \$0.25 per data transmission.

10.2 Optional Search and Rescue Membership Provided by Geos. You acknowledge that should you choose to purchase the option Search and Rescue Service provided by GEOS, that such contract will be directly between you and GEOS, and that SPOT is not a party and in no way liable to you for any issues or claims that may arise in connection with such optional Search and Rescue Service. The terms and conditions are located at:

<http://www.geosalliance.com/sar/>. The optional GEOS Private Search and Rescue Membership is billed on an annual basis, and is dedicated to the primary registered user. The scope of GEOS SAR benefits includes payment, by GEOS, of up to \$100,000 in any one year, limited to \$50,000 for any one incident, for the provision of necessary additional Search and Rescue resources (including helicopter, aircraft, private search teams etc.) up to the single incident limit for a period not exceeding 72 hours from the time of call for assistance, where these are requested by the appropriate rescue authorities, and which are necessary to prevent injury or illness or danger to human life as a result of an unforeseeable emergency or to pay for any costs and expenses claimed against you by the appropriate rescue authorities. Provision of additional resources under this service must be first authorized by GEOS. GEOS has contracted with a major insurance underwriter to underwrite this policy. This benefit does not apply if: a) your situation is caused by circumstances such as a forecast change of weather conditions, which could reasonably have been anticipated at the date you started your trip; b) you have NOT made adequate provision of resources or training or competence needed to complete your planned trip; c) In the case of death of the Member, GEOS will not be responsible for the transportation of the body; d) GEOS will endeavor to arrange a successful rescue but cannot accept liability for failed rescues due to unforeseen circumstances beyond their control. Additional Search and Rescue memberships maybe purchased directly from GEOS if more than one family member may use the unit, see pricing and terms and conditions at http://www.geosalliance.com/sar_multiple_family.html. Corporate Search and Rescue memberships may also be purchased directly from GEOS if more than one employee may be use a unit, see pricing and terms and conditions at http://www.geosalliance.com/sar_multiple_corporate.html.

11. FOREIGN LICENSING.

SPOT makes no representations or warranties that operation of your SPOT Messenger is in compliance with spectrum licensing requirements or restrictions in jurisdictions other than the U.S. or Canada ("foreign jurisdictions"). Under no circumstances will SPOT accept any liability associated with prohibitions on use imposed by such foreign jurisdictions.

12. ACCURACY OF DATA REGISTRATION AND SPOT WEBSITE USE

12.1 You acknowledge and accept that the information required in the Registration Data, including your SPOTteamSM point of contact information and pre-programmed messages, is essential for proper provision of Services. You accordingly warrant and confirm that the information supplied by you is accurate in all respects. It is your responsibility to ensure that the information supplied by you to SPOT is accurate, complete and up to date and that any change, alterations or additions to such information is provided immediately to SPOT via its website www.FindMeSpot.com. Your name, address, primary contact number and secondary contact number from your Registration Data shall be provided to the ECC for use if a 9-1-1 Emergency Signal is transmitted by your SPOT Messenger.

12.2 Your use of the SPOT website, including Data Registration, preprogramming SMS and e-mail messages and your SPOTteamSM, SPOTcastingSM, SPOTtrackingSM and Google MapsTM, is governed by the terms and conditions of use contained on the website, including the terms and conditions governing your use of the embedded Google MapsTM software as specified http://maps.google.com/help/terms_maps.html and the General Public License governing the use of the embedded open source software.

13. PRIVACY – DATA PROTECTION

SPOT has a firm commitment to maintaining your privacy. SPOT shall keep your personal data private and confidential, provided however that SPOT shall provide such information to GEOS, the ECC provider, and that GEOS may provide such information as required to emergency responders in the event that you or a user authorized by you triggers a 9-1-1 Emergency Signal. With or without a 9-1-1 Emergency Signal, SPOT may also provide information regarding your data transmissions to your immediate family members and/or emergency responders should it be reasonably determined that an emergency may exist. SPOT may also share with third parties certain pieces of non-personal, aggregated information, meaning that information from many users is grouped together and is disclosed in such a way that it does not reveal the identity of any particular user, such as SPOT User demographic data or SPOT usage data for marketing, advertising or other business purposes. SPOT may provide your billing information to a credit bureau in order to determine credit-worthiness, to its parent company and subsidiaries if required for provision of the Service, or to a collection agency should your

account become past due, or to GEOS, the 9-1-1 Emergency Service Provider, in the event that you deliberately or negligently misuse the 9-1-1 Emergency Service. With the exception of information to GEOS, aggregated information, and/or billing information, SPOT shall not sell or otherwise pass your personal information to third parties, except if required by law or pertinent to judicial or governmental investigations or proceedings or if we consider it necessary to do so to prevent risk of death or serious personal injury to you or others. There are no other circumstances under which we will provide or sell personal information to third parties. You consent to the foregoing collection, use and disclosure of your personal information [and to our collection, use and disclosure of your personal information as set out in our privacy policy, available at <http://www.findmespot.com/privacypolicy.aspx>.

14. TERMINATION.

You agree that we may terminate this Agreement and the provision of Services to you at any time without notice or liability to you if you are in breach of this Agreement. You further agree that we may terminate this Agreement and the provision of Services to you at any time and for any reason, subject to Section 3.3.

15. CHANGES TO SERVICES

You agree that we or our suppliers (including Globalstar and GEOS) may make changes to the Services in order to comply with applicable laws, to maintain or improve the Services or for other business reasons without notice to you and without liability for any changes in your ability to use the Services or the SPOT Messenger, including compatibility issues with the SPOT Messenger, as a result of such changes.

16. ACCEPTABLE USE

You agree that you will not use the Services or the SPOT Messenger (1) to abuse or misuse the 9-1-1 Emergency Services, (2) to send messages that are offensive, defamatory, abusive or obscene, to impersonate another person with fraudulent or malicious intent, or to contact another person in any manner so as to annoy, abuse, threaten or harass, (3) for any purpose in violation of law, (4) in any manner that infringes or misappropriates third party rights, or (5) in any manner which overloads or otherwise interferes unreasonably with the use of the Services by any other customer or with any of the systems (including the Satellite Systems) that are used to provide the Services. You agree to use the Services only with the SPOT Messenger, and not to use any other equipment in connection with the Services unless expressly approved by SPOT. Failure to adhere to these restrictions may result in termination of this Agreement by SPOT.

17. INDEMNITY - LOSS/STOLEN/DESTROYED SPOT MESSENGER

You are responsible for and will indemnify SPOT for all damages, losses, costs and expenses and any

action, claim or judgment which may be made against SPOT by anyone in connection with your use or misuse of the SPOT Messenger, the Services or your violation of this Agreement. You are responsible for use by anyone else of your SPOT Messenger, and you shall immediately contact SPOT at: 1-866-OK1-SPOT (651-7668) or customercare@findmespot.com if your SPOT Messenger is lost, stolen or destroyed. You are responsible for the cost of replacing it and for all fees and charges incurred before you notify us [and for two hours thereafter].

18. GOVERNING LAW AND ARBITRATION.

This Agreement is governed by the laws of the State of Delaware without giving effect to conflicts of laws principles. Any dispute arising out of or relating to the Agreement shall be finally settled by arbitration, such arbitration shall be in accordance with the rules of the American Arbitration Association. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. Sec. 1, et. Seq., and judgment upon award rendered by the arbitrator(s) may be entered by any court with jurisdiction. The arbitration will be held in the San Jose, California metropolitan area or another mutually agreed location.

19. NOTICE.

All legal notices to SPOT must be sent to: notices@findmespot.com or to Spot Inc., 461 South Milpitas Blvd., Milpitas, CA 95035, Attn: Contracts. For questions or concerns, please contact SPOT at: customercare@findmespot.com or 1-886-OK1-SPOT (651-7668).

20. GENERAL.

This Agreement (including the Plan, the General Terms and any addenda included with the General Terms) constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as are specifically set forth in this Agreement. Headings used in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement. In this Agreement, unless there is something in the subject matter or the context inconsistent therewith, words importing the singular include the plural and vice versa and words importing gender include all genders. The failure of SPOT to exercise or enforce any right under this Agreement shall not constitute a waiver of such right. All rights and remedies granted to SPOT are cumulative and not alternate. If any provision of this Agreement is found invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and conditions of this Agreement, and the parties shall substitute a valid provision that most nearly approximates the intent and economic effect of the invalid or unenforceable one. Any

provisions that expressly or by their nature should survive termination of this Agreement, including payment obligations, disclaimer of warranty, rights of indemnity and limitation of liability, shall survive such termination. You may not assign this Agreement or any of your rights or obligations hereunder, but SPOT may assign this Agreement and any of its rights and obligations hereunder. This agreement inures to the benefit of and is binding on the parties' respective successors and permitted assigns. Les parties requièrent expressément que le présent contrat et tous les documents y afférents soient rédigés en langue anglaise. The parties expressly request that this Agreement and any document related thereto be drafted in the English language.

BY AUTHORIZING SPOT INC. TO DEBIT YOUR CREDIT CARD, YOU REPRESENT THAT YOU ARE THE AUTHORIZED OWNER OR USER OF YOUR CREDIT CARD AND THAT YOU ARE A RESPONSIBLE PARTY FOR THAT CARD. YOU GRANT SPOT ACCESS TO AND THE RIGHT TO REVIEW THE INFORMATION IN, AND YOUR REFERENCES SUBMITTED WITH, THE SERVICE PLAN, OBTAIN YOUR CREDIT REPORTS AND CREDIT HISTORY, AND/OR ALL OTHER RELEVANT INFORMATION AND MATERIALS THAT SPOT REASONABLY BELIEVES IS DESIRABLE FOR THE PURPOSE OF IDENTIFYING YOUR FINANCIAL STATUS AND CREDITWORTHINESS.