

**DUPLEX SATELLITE SERVICE AGREEMENT  
GENERAL TERMS & CONDITIONS**

**NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ANY PRODUCT OR SERVICE SOLD, LEASED OR LICENSED BY GLOBALSTAR USA, LLC OR ITS AFFILIATES NAMED IN THIS AGREEMENT ("GUSA"), YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THE AGREEMENT (AS DEFINED BELOW), INCLUDING, WITHOUT LIMITATION, THE LIMITATIONS ON USE AND SERVICE CONTAINED IN SECTION 2, THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY IN SECTION 6, AND THE BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION 8. YOU AGREE THAT THE AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE GLOBALSTAR SERVICE. YOU MAY, WITH THE PROOF OF PURCHASE OR RENTAL, RETURN THE TERMINAL TO THE LOCATION FROM WHICH IT WAS PURCHASED OR RENTED WITHIN THIRTY (30) DAYS OF THE DATE OF PURCHASE OR RENTAL.**

1. Satellite Service Agreement: Agreement terms, Acceptance of Agreement and Changes to Agreement.

**1.1 Agreement Terms.** You subscribe to Globalstar Service provided by GUSA, an authorized Globalstar "Service Provider", under one or more GUSA rate and service plans (each a "**Service Plan**"). "**Globalstar Service**" is the transmission of voice and/or data to or from you through the Globalstar, Inc. ("**Globalstar**") low-earth-orbit satellite constellation and ground-station system (the "**Globalstar System**") and onward through the terrestrial telecommunications network. The legal agreement for the Globalstar Service (the "**Agreement**") between you and GUSA consists of (i) the specific terms of the Service Plan(s) that you subscribe to at any given time (including the plan's pricing, usage, and Early Termination Fee, all as described in the applicable Service Plan), (ii) these General Terms and Conditions (these "**General Terms**"), and (iii) any other writings or documents that the applicable Service Plans or these General Terms state is part of the Agreement, all of which are incorporated herein by this reference.

**1.2 Acceptance of Agreement.** Acceptance by you of the Agreement occurs upon the earlier of: (i) your acceptance of the Agreement electronically when selecting and ordering a Service Plan online, or (ii) the activation or use of your Globalstar Service. The term of the Agreement begins when you accept the Agreement and ends when the Service Plan is terminated pursuant to the Agreement.

**1.3 Changes to Agreement.** The current version of these General Terms and other applicable policies shall be available on the Globalstar website. The "**Globalstar website**" means the website located at <http://www.globalstar.com/>, which is comprised of various web pages, tools, information, content, and features operated by Globalstar. GUSA may change these General Terms or other parts of the Agreement from time to time, provided that GUSA will not increase the pricing for the Globalstar Service set forth in the Service Plan during the Initial Plan Term (as defined in Section 3.1) unless you consent. When GUSA makes changes (other than rate increases for the Globalstar Service), GUSA will give notice to you by posting the revised General Terms or other parts of the Agreement, including any applicable policies, on the Globalstar website. GUSA may also notify you directly of a change, but GUSA is not obligated to do so unless the change is a rate increase for the Globalstar Service set forth in your Service Plan to take effect after the Initial Plan Term. You agree to visit the Globalstar website periodically and accept ongoing responsibility for being fully informed of the changing content of the Globalstar website, including, without limitation, changes in these General Terms and other parts of the Agreement. The earliest any rate increases for the Globalstar Service shall be effective is immediately following the Initial Plan Term, provided GUSA has given at least 30 days' notice of the rate increases; thereafter, GUSA may make further rate increases which will be effective 30 days after GUSA notifies you of same. Changes to any other terms and conditions, whether made during or following the Initial Plan Term, shall be effective on the date of posting on the Globalstar website. If GUSA changes these General Terms or any other part of the Agreement in a way that is not acceptable to you, your sole recourse is to terminate the Agreement by giving written notice of termination to GUSA within 30 days after notification of the change, in the case of a rate increase for the Globalstar Service set forth in your Service Plan after the Initial Plan Term, or within 30 days of the date the unacceptable change was posted to the Globalstar website, in the case of all other changes. Unless you give written notice within such 30 day period, you accept the changes and agree to abide by them by continuing to use the Globalstar Service. You agree that you cannot change the Agreement and that no statement or representation (oral or written) of any sales agent, distributor, representative, or employee of GUSA made to you can change the Agreement.

2. Conditions and Limitations of Globalstar Service.

You understand and agree that:

**2.1 Unavailability/Home Territory.** Globalstar Service is dependent on, among other things, availability of the Globalstar System. System availability is in turn limited by the technology, environmental conditions and other factors that affect radio transmissions. Globalstar Service may become limited or temporarily unavailable without notice from time to time. If you are using the Globalstar Service outside your Home Territory, your service is dependent upon Service Providers other than GUSA. The "**Home Territory**" as used in the Agreement shall mean the "Home Zone" or "Home Territory" with respect to GUSA Service Plan subscribers as described on the Globalstar website.

**2.2 Satellite Service Limitations.** Satellite telephone 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 satellites; (ii) the condition of the Service Provider's equipment; (iii) the condition of your Terminal; (iv) weather conditions, atmospheric conditions, magnetic interference, and environmental conditions, and (v) other conditions beyond GUSA's or Globalstar's control. A "**Terminal**" is any instrument that you use to send or receive voice or data transmissions through the Globalstar System.

**2.3 Lack of Privacy.** Because Globalstar Service involves radio technology, voice and data communications transmitted over the Globalstar System may not be completely private. GUSA collects information about your calls for billing purposes and to monitor service quality but does not monitor or record the content of your voice or data transmissions.

**2.4 Non-Portable Phone Number.** Unlike certain other telephone numbers, satellite telephone service numbers are not "portable" and cannot be transferred. A Globalstar Service telephone number may not be used with more than one Terminal. You have no property right or other continuing right in any assigned telephone/fax number or email address. GUSA may assign, designate, or change any such telephone/fax numbers or email address at any time, and may reassign the numbers or email address formerly held by you immediately upon the deactivation of the Globalstar Service. GUSA will make commercially reasonable efforts to give you prior notice if it must change your number or email address.

**2.5 Inability to Route Toll-Free Numbers.** Globalstar Service may be unable to route calls to regional toll-free numbers or to 900 and 976 prefix numbers or the like, but is generally able to route calls to nationwide toll free numbers with prefixes such as 800, 877 or 888.

**2.6 Coverage Areas.** In addition to the other conditions and limitations stated in this Section 2, please check the Globalstar website for the current coverage areas for you that are specific to Globalstar Service. Coverage areas may change from time to time and be different depending upon the specific Globalstar product you are using.

**2.7 Emergency Services.**

**2.7.1 Gen1 Products.** For certain Globalstar Service, as described on the Globalstar website, GUSA has established an Emergency Call Center, or "**Referral Service**," which may be available to you and to subscribers of other Service Providers roaming in GUSA's coverage territory. The **Referral Service** is provided under 47 C.F.R. §25.284(a), one of the rules of the Federal Communications Commission. Under the FCC's rules, the

"**Caller**" (that is, you or any other person using your Globalstar device, with or without your authorization) must provide his or her telephone number and physical location. GUSA does not always have the ability to identify the Caller's location automatically as is the case with wireline telephones and certain cellular or PCS wireless telephones. Accordingly, the effectiveness of Referral Service depends largely on the accuracy of the information provided verbally by the Caller. Upon receiving a call that the Caller identifies as an "emergency," the Referral Service will redirect the call to an appropriate Public Safety Answering Point. Referral Service may not be available at all times, or at any time from some locations, including Canada, some parts of the Caribbean within the Home Territory or outside the Home Territory. Calls placed using Referral Service will typically be recorded. Use of the Referral Service is subject to the service limitations in this Section 2 and the limitations of liability in Section 6 below.

**2.7.2 Gen2 Products.** For certain Globalstar Service, as described on the Globalstar website, you may use the SOS feature on your Terminal for emergency purposes. GUSA has contracted with a third party provider to provide SOS emergency monitoring services twenty-four (24) hours a day, seven (7) days a week and 365 days a year (currently, GEOS Worldwide, Limited ("GEOS")) (the "**Emergency Services Provider**"). Provision of SOS emergency monitoring services is subject to the terms of this Agreement, including, without limitation, the limitations of liability set forth in Section 6. GUSA intends that the International Emergency Response Coordination Center of the Emergency Services Provider (the "**IERCC**") will be available at all times in all locations where your Terminal works; however, it is possible that at some times and some locations, the IERCC will not receive your transmission or that your transmission will be delayed. The emergency responder(s) of the Emergency Services Provider shall determine when, how, even if, to conduct a search and rescue in accordance with their standard policies and procedures, subject to such constraints as operational limitations, available resources, technical feasibility, meteorological conditions, medical, safety concerns whether for you or the emergency responder(s), and/or other considerations. **In no event does the Agreement create a duty to rescue.**

**2.7.2.1 SOS Monitoring.** GUSA transmits SOS Emergency Signals received, along with applicable registration data information provided by you to GUSA in connection with your registration for the Globalstar Service (the "**Registration Data**") and available location coordinates identified by your Terminal signal (the "**Location Information**"), to the IERCC. The IERCC maintains a database of emergency responders in regions throughout the world (the "**IERCC Database**"), and provides SOS Emergency Signal monitoring twenty-four (24) hours a day, seven (7) days a week and 365 days a year. According to our agreement with the Emergency Service Provider, upon receipt of a SOS Emergency Signal, the Emergency Services Provider has agreed that IERCC personnel will: (i) contact, if available, the primary and secondary contacts identified by you in your Registration Data to attempt to validate the SOS Emergency Signal; (ii) use the IERCC 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 your Registration Data information and/or location coordinates); (iv) if you are traveling outside of your Home Territory, and it is consistent with GEOS' procedures, 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; (v) provide updates of location coordinates as available to the identified emergency responder; and, (vi) IERCC personnel will also receive, and may send, voice and/or text messages regarding status of rescue; provided that GUSA reserves the right to alter or modify the Emergency Services Provider and/or the terms of any agreement with any Emergency Services Provider, at any time. GUSA and the Emergency Services Provider have not agreed to take any steps other than those identified above, and GUSA and the Emergency Services Provider are released from all responsibility to take any further action whatsoever. In addition, GUSA is not liable for the performance or lack of performance of the Emergency Services Provider, the terms of performance of which are set forth in the GUSA agreement with the Emergency Services Provider, and the Emergency Services Provider's performance is subject to all terms and conditions set forth in such agreement. Should the Emergency Services Provider have reasonable cause to believe that an emergency condition does not exist, the Emergency Services Provider reserves the right to solely contact the primary and secondary contacts identified by you.

**2.7.2.2 Additional Charges for SOS Emergency Transmissions.** You are solely responsible for any charges that may be assessed by emergency responders for either false SOS Emergency Signals and/or in relation to search and rescue activities resulting from you or your authorized users' transmission of a SOS Emergency Signal. Should you deliberately or negligently misuse the SOS Emergency service, GUSA 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 SOS button to "see if it works" or otherwise knowingly pressing the SOS button when no emergency situation exists. Should it be determined by GUSA that you have deliberately or negligently misused the SOS Emergency service, GUSA shall, without further notice, bill your credit card the appropriate fee and you shall be responsible to pay any such fee. GUSA and the Emergency Services Provider shall have such other rights and remedies against you for such misuse as may be available at law, and you agree to indemnify, defend and hold harmless GUSA and the Emergency Services Provider and their affiliates, licensors, licensees, and suppliers and their respective directors, officers, shareholders, members, employees, representatives, and agents from any liabilities or penalties arising from such misuse.

**2.7.2.3 Search and Rescue Membership.** An optional Search and Rescue membership provided by a third party provider ("**SAR Membership**") may be available for purchase by you. Should you choose to purchase a SAR Membership, your contract for the SAR Membership will be directly between you and such third party provider. GUSA is not a party and is in no way liable to you for any damages or claims that may arise in connection with such optional SAR Membership and is not responsible for the third party provider's performance of such service. Currently, GEOS is the third party provider of the SAR Membership, and the terms and conditions of the SAR Membership provided by GEOS are located at <http://www.geosalliance.com/sar/>.

**2.9 Responsibility for Data and Content.** You are solely responsible for any data or content that you send via your Terminal, including any consequences of such messaging. You shall not send any content in violation of applicable law or the restrictions in Section 7.

**2.10 Track Progress Services.** Should you choose to purchase any optional "Track Progress" Services as part of your Service Plan, you may use the Track Progress Service in compliance with the GUSA User Guide and its normal message transmission schedule as often as you wish provided that such use is for your personal, recreational, non-commercial use. You may not use the Track Progress Service for the commercial tracking of assets and/or personnel unless previously authorized to do so by GUSA. Unauthorized commercial use of the Track Progress Service will result in the additional charges specified in your Service Plan.

**2.11 GUSA Shared Pages.** You may also choose to display your messages and waypoints via the GUSA Shared Pages. GUSA Shared Pages MAY NOT be used as a way to commercially track assets and/or personnel. If you choose to display your messages via the GUSA Shared Pages, you may set the level of privacy (either by limiting access to those that you specify or by making the GUSA shared page public and visible to all). It is highly recommended that you limit access to your shared page in order to maintain your personal security and/or the security of your assets. If you do not agree with these privacy terms, do not use the GUSA Shared Pages.

**2.12 GUSA Equipment Replacement Program.** Please see the GUSA Equipment Replacement Program Extended Limited Warranty or Service Contract for the applicable terms and condition. Pricing and terms may vary by region.

**2.13 Additional Fees.** Additional fees may apply for optional services that require GUSA to transmit messages from your Terminal to an external service provider. Such fees may be charged separate from the associated service or may be bundled within the total cost of the associated service and are subject to change from time to time. Such fees are non-refundable, and shall not be pro-rated should you subscribe to or terminate your optional service mid-term. Additionally, such fees may continue to be charged with each renewal unless canceled by you in accordance with Section 3.3. If you did not purchase the associated external service from GUSA, then it is your responsibility to ensure that your external service is current and active.

### 3. Plans.

**3.1 Service Plan.** Your Service Plan consists of the Globalstar Service selected by you either when you activate your Globalstar Service or any that you may add during the term of your Service Plan. All Service Plans are pre-paid plans with charges for the Globalstar Service to be paid in advance. Available Service Plans may include: (i) an annual plan with prepayment monthly prior to each month of Globalstar Service ("**Monthly Prepaid Plan**"), or (ii) an annual plan with prepayment for the entire year prior to each year of Globalstar Service ("**Annual Prepaid Plan**"), all as further described in the applicable Service Plan. When you choose a Monthly Prepaid Plan or an Annual Prepaid Plan, you agree to maintain and pay for the Globalstar Service for the full twelve month period following the date of the plan (the "**Initial Plan Term**").

#### **3.2 Renewal.**

(i) **Renewal of Monthly Prepaid Plans.** At the end of the Initial Plan Term, the Monthly Prepaid Plan will automatically convert to a month-to-month Service Plan at rates and charges that may be higher than the rates and charges during your Initial Plan Term, provided GUSA has given you 30 days' notice of the increased rates and charges and you have not exercised your right to terminate the Service Plan at the end of the Initial Plan Term under Section 3.3. Charges under the month-to-month Service Plan will be billed and paid monthly in advance. Where required by law, GUSA will provide you with advance notice of the renewal of your Service Plan on a month-to-month basis.

(ii) **Renewal of Annual Prepaid Plans.** At the end of the Initial Plan Term, the Annual Prepaid Plan will automatically renew for additional one year terms (each a "Renewal Term") at rates and charges that may be higher than the rates and charges during your Initial Plan Term or the prior Renewal Term, provided GUSA has given you 30 days' notice of the increased rates and charges and you have not exercised your right to terminate the Service Plan at the end of the Initial Plan Term or any Renewal Term under Section 3.3. Charges for any Renewal Term will be billed and paid yearly in advance. Where required by law, GUSA will provide you with advance notice of the renewal of your Service Plan on an annual basis.

**3.3 Cancellation by You.** To cancel the Service Plan, whether a Monthly Prepaid Plan or an Annual Prepaid Plan, at the end of the Initial Plan Term, you must notify GUSA in writing at least 30 days prior to the end of your Initial Plan Term. Once a Monthly Prepaid Plan converts to a month-to-month Service Plan, you may terminate the Service Plan effective at the end of a service month provided you give notice to GUSA in writing at least 30 days prior to the end of such service month. During any Renewal Term, you may terminate an Annual Prepaid Plan effective at the end of such Renewal Term provided you give notice to GUSA in writing at least 30 days prior to the end of such Renewal Term. In addition to your termination rights provided above, if at any time GUSA gives notice to you in the manner provided in Section 1.3 of a change to the Agreement which you do not accept, you may terminate a Monthly Prepaid Plan or an Annual Prepaid Plan effective at the end of a service month by providing notice of termination to GUSA in writing within 30 days of GUSA notifying you directly of the change or GUSA posting the change on the Globalstar website, as applicable under Section 1.3, provided it is understood and agreed that the earliest possible effective termination date as a result of a rate increase to take effect immediately following the Initial Plan Term is the end of the Initial Plan Term. For purposes of this Section 3.3, to notify GUSA in writing, you must email your notice of cancellation to [customerservice@globalstar.com](mailto:customerservice@globalstar.com) and provide your name, your address and the ESN from the product for which you want to cancel Globalstar Services.

### 4. Billing, Payment and Account Administration.

**4.1 Credit Information; Security Deposit.** You authorize GUSA to obtain your credit information from trade references, credit reporting agencies, and other sources. Based on factors GUSA deems relevant to your creditworthiness, GUSA may, at time of signing or in the future, require you to make a security deposit as a payment guarantee. Your security deposit shall be subject to increase or reduction as GUSA deems necessary. No security deposit shall accrue interest unless required by law. GUSA will refund your security deposit upon termination of your Globalstar Service in accordance with Section 3 after deducting any amounts due to GUSA, provided none of the causes for termination under Section 5.2 exist. In the event of termination by GUSA pursuant to Section 5.2, GUSA may retain the security deposit and apply same towards amounts due to GUSA, including any costs, expenses, or damages incurred by GUSA as a result of, or arising from, GUSA's termination pursuant to Section 5.2. Provided none of the causes for termination under Section 5.2 exist, GUSA will also refund the security deposit after 12 months from the date the deposit was made if you request a refund and GUSA determines that a security deposit is no longer required.

**4.2 Billing.** For Monthly Prepaid Plans, GUSA will send a monthly bill for the Globalstar Service prior to each month of Globalstar Service, and for Annual Prepaid Plans, GUSA will send an annual bill for the Globalstar Service prior to the year of Globalstar Service. Notwithstanding anything to the contrary in the Service Plan, GUSA reserves the right to bill Monthly Prepaid Plan subscribers more often than monthly if GUSA determines that there is a heightened risk of non-payment.

**4.3 Timely Payments.** You agree to pay the fees applicable to your Service Plan on or before the due date on your bill. You agree not to contest the accuracy of any GUSA bill if you have not reported discrepancies on that bill within 90 days of receipt. You may pay bills by direct debit, credit card or by mailing a check or money order to the remittance address in the bill.

**4.4 Late Payments.** Payments received more than 10 days after the due date on the bill will accrue interest from and after the due date through the date of payment at GUSA's then-current late payment rate as published on the Globalstar website. Currently, the late payment rate is 1.5% per month (18% per annum) or the maximum rate allowed by law, whichever is lower. If payment is returned for any reason not the fault of

GUSA, then GUSA may assess its then-current standard return charge as published on the Globalstar website. GUSA may refer delinquent accounts to attorneys and/or collection agencies. To the full extent allowed by law, you shall be responsible for and shall pay or reimburse GUSA for any and all costs, fees, and expenses that GUSA incurs to collect any charges from you.

**4.5 Data Transmission / No Credits.** Data transmissions rely on the Globalstar System, which are subject to the limitations described in Section 2. Due to these limitations, GUSA makes no representation as to the success of any data transmission. Regardless of whether a data transmission is successful, no refunds will be given nor shall GUSA be liable for any damages that may result from any dropped data transmission of any type. Any metrics or other statistical information provided by GUSA regarding data transmissions are provided on a global basis and may not apply to your individual circumstances.

**4.6 Taxes.** Your Service Plan price for the Globalstar 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 Globalstar Service. You are required to pay these taxes.

**4.7 Credit Approval / Credit Card Trial Authorization.** Initiation or continuation of the Globalstar Service is subject to credit approval by GUSA and requires direct payment by credit card or an authorized guarantee of payment by a valid accepted credit card. Credit cards from outside of the United States and/or Canada will be accepted only after verification with the issuing bank. If you are a customer whose billing address is located outside of the United States or Canada or a customer without established credit, GUSA may not allow you to participate in a Monthly Prepaid Plan. Instead, GUSA may require that you subscribe to an Annual Prepaid Plan. Verification of credit cards issued by banks outside of the United States or Canada may delay order processing. GUSA may decline any credit card transaction. GUSA may seek authorization of your credit card account prior to your first activation/purchase to validate that you can charge the applicable fees to access the Service Plan, which will result in an authorization amount (which may vary by card issuer but is typically a de minimis amount) appearing on your statement to reduce your available balance by the authorization amount until your card's next billing cycle. Please contact your card issuer if you have additional questions regarding when this amount will be removed from your statement. By authorizing GUSA to charge a credit card trial authorization for the fees associated with your subscription, you are authorizing GUSA to automatically continue charging that card (or any replacement card if the original card is renewed, lost, stolen, or changed for any reason by the card issuer, and the issuer informs GUSA of the new replacement card account) for all fees or charges associated with your subscription including any renewal fees. You authorize the card issuer to pay any amounts described herein and authorize GUSA, or any other company that acts as a billing agent for GUSA, to continue to attempt to charge all sums described herein to your credit card account until such amounts are paid in full.

**4.8 CREDIT CARD AUTHORIZATION.** BY AUTHORIZING GUSA 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 GUSA ACCESS TO AND THE RIGHT TO REVIEW THE INFORMATION IN, AND YOUR REFERENCES SUBMITTED WITH, THE SERVICE PLAN, AND OBTAIN YOUR CREDIT REPORTS AND CREDIT HISTORY, AND/OR ALL OTHER RELEVANT INFORMATION AND MATERIALS THAT GUSA REASONABLY BELIEVES IS DESIRABLE FOR THE PURPOSE OF IDENTIFYING YOUR FINANCIAL STATUS AND CREDITWORTHINESS. GUSA SHALL HAVE THE RIGHT TO CONTINUE TO MONITOR YOUR CREDIT RATING AND CREDIT HISTORY DURING THE TERM. FURTHER, YOU AUTHORIZE GUSA TO DEBIT YOUR CREDIT CARD IN ORDER TO RENEW YOUR SERVICES PRIOR TO THE START OF EVERY SERVICE TERM, UP UNTIL SUCH TIME THAT YOU CANCEL THE SERVICES IN ACCORDANCE WITH SECTION 3.3.

**4.9 Rates and Charges for Service.** The Service Plan will set forth the applicable rates and charges for the Globalstar Service provided by GUSA in the Home Territory. The recurring rates for the Globalstar Service will not be changed during the Initial Plan Term unless you consent. You will be charged for calls originated by or received by your Terminal as provided in your Service Plan. Data transmission and fax airtime will also be charged as specified in your Service Plan. Check the terms and conditions of your particular Service Plan carefully.

**4.10 Changes to Service Plans.** You may change to any qualifying Service Plan with more included minutes without paying an administrative fee for the change and with no extension of the Service Plan term. You may change to any qualifying Service Plan to include fewer included minutes by paying GUSA's then-standard administrative fee as published on the Globalstar website and renewing the Agreement for one year from the date of the change.

**4.11 Early Termination Fee. Your Service Plan may be subject to an early termination fee if the Service Plan is terminated by you prematurely or GUSA as a result of a violation by you of the Agreement. The amount of the Early Termination Fee and any additional terms governing same will be set forth in your Service Plan. Make sure that you understand your liability before terminating your Service Plan prematurely or violating the Agreement.**

**4.12 Network Maintenance Fee.** The Network Maintenance Fee is a monthly or annual charge of a set amount that applies to certain Service Plans offered by GUSA. If the Network Maintenance Fee applies to your Service Plan, it will be set forth in your Service Plan.

**4.13 Additional Fees.** Additional fees, rates and charges may be assessed for service in other territories served by Service Providers other than GUSA. Such other fees, rates and charges are not included in the Service Plan and will be determined by such other Service Providers and are subject to change or discontinuation without notice to you.

#### 5. Suspension and Termination of Globalstar Service by GUSA.

**5.1 Suspension.** GUSA may suspend your Globalstar Service without notice and without terminating the Agreement if GUSA deems your usage unusual or excessive in relation to your security deposit, credit limit, and/or normal usage patterns, or if your payment is returned or rejected. GUSA may also discontinue discounts based on number of Terminals should the number of Terminals fall below the number applicable to such discounts.

**5.2 Termination By GUSA.** If you fail to pay any sum due for any service or equipment purchased or rented from GUSA, or violate the terms, conditions, laws, rules or regulations governing the use of service, GUSA may reduce, suspend, or permanently terminate your Globalstar Service and Service Plan. Reduction or suspension may be made without notice. If GUSA terminates your Globalstar Service or Service Plan, GUSA will notify you. Notwithstanding the requirement to give notice, GUSA may terminate your Globalstar Service and Service Plan without notice if:

- (i) GUSA has not received your first payment by the due date on your first bill;
- (ii) GUSA determines that you are using the Globalstar Service in a manner which might adversely affect GUSA's service to others;
- (iii) you or another Service Provider notifies GUSA that your Terminal has been lost or stolen or has disappeared from your possession or control;
- (iv) a law enforcement agency notifies GUSA that probable cause exists to believe that you have used or will use the Globalstar Service in violation of or to violate the law, and requests action to protect the public's health, safety or welfare;

(v) your Terminal's electronic serial number, mobile number or other identifying information has been spoofed or duplicated or is otherwise associated or potentially associated with illegal or fraudulent use of service;

(vi) another Service Provider notifies GUSA that your Terminal was determined to be associated or potentially associated with illegal or fraudulent use of service or disconnected from service for non-payment of, or owing unpaid, service charges;

(vii) GUSA determines that your application for the Globalstar Service included information that was fraudulent, false or materially incomplete; or

(viii) you use or attempt to use Globalstar Service with equipment not authorized for use on the Globalstar System.

**5.3 Reactivation.** If GUSA suspends your Globalstar Service for non-payment, GUSA may, at its sole option, reactivate the Globalstar Service upon payment by you in full of the past due amount, including any interest associated with the late payment, a reinstatement charge and a security deposit in an amount determined by GUSA based on your payment history.

**5.4 Termination by Customer.** You agree that GUSA may terminate the Agreement and the provision of Globalstar Service to you at any time for any reason with or without notice and without liability to you. If GUSA terminates the Agreement and the provision of Globalstar Service pursuant to this Section 5.4 and none of the causes for termination set forth in Section 5.2 exist, the Early Termination Fee shall not apply.

**5.5 Your Responsibility Post-Cancellation or Termination by GUSA.** IF AFTER YOUR SERVICE IS CANCELED PURSUANT TO SECTION 3.3 OR TERMINATED PURSUANT TO THIS SECTION 5 YOUR TERMINAL SENDS INFORMATION OVER THE GLOBALSTAR SYSTEM, ADDITIONAL CHARGES WILL APPLY AND GUSA SHALL HAVE SUCH OTHER RIGHTS AND REMEDIES AGAINST YOU AS MAY BE AVAILABLE.

## **6. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**

**6.1 SEPARATE EQUIPMENT WARRANTY; DISCLAIMER OF WARRANTIES.** YOU AGREE TO USE ONLY SATELLITE COMMUNICATIONS EQUIPMENT THAT GLOBALSTAR HAS APPROVED FOR USE IN THE GLOBALSTAR SYSTEM. THE EQUIPMENT MUST BEAR AN FCC CERTIFICATION NUMBER OR OTHER INDICATION OF TYPE CERTIFICATION FROM THE REGULATORY AUTHORITY OF THE COUNTRY WHERE YOU OBTAINED THE EQUIPMENT. THE SEPARATE EQUIPMENT WARRANTY, IF ANY, ACCOMPANYING THE TERMINAL OR OTHER EQUIPMENT USED BY YOU IN CONNECTION WITH THE GLOBALSTAR SERVICE PROVIDED BY THE MANUFACTURER OR SUPPLIER OF THE TERMINAL OR EQUIPMENT IS THE ONLY WARRANTY PROVIDED IN RELATION TO SUCH TERMINAL OR OTHER EQUIPMENT, AND YOUR REMEDIES FOR ANY AND ALL WARRANTY CLAIMS WITH RESPECT TO THE TERMINAL AND ALL OTHER EQUIPMENT USED BY YOU IN CONNECTION WITH THE GLOBALSTAR SERVICE ARE LIMITED TO THOSE PROVIDED IN THE SEPARATE EQUIPMENT WARRANTY. NOTHING IN THE AGREEMENT SHALL BE INTERPRETED AS A WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY TERMINAL OR OTHER EQUIPMENT USED BY YOU IN CONNECTION WITH THE GLOBALSTAR SERVICE, AND YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF ANY SUCH TERMINAL OR OTHER EQUIPMENT IS AT YOUR SOLE RISK OTHER THAN SUCH SEPARATE EQUIPMENT WARRANTY. EXCEPT AS SPECIFIED IN THE SEPARATE EQUIPMENT WARRANTY PROVIDED BY GUSA, IF ANY, GUSA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES FOR ANY TERMINAL OR EQUIPMENT USED IN CONNECTION WITH THE GLOBALSTAR SERVICE, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES REGARDING THE CONDITION, DESIGN, SPECIFICATIONS, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SUCH TERMINAL OR EQUIPMENT, OR ANY WARRANTIES THAT ANY SUCH TERMINAL OR EQUIPMENT IS FREE FROM LATENT DEFECTS OR DEFICIENCIES, OR THAT ANY SUCH TERMINAL OR EQUIPMENT IS FREE FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR PROPRIETARY RIGHT OF ANY THIRD PARTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM GUSA OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE SEPARATE EQUIPMENT WARRANTY. THE PRODUCT DOCUMENTATION, INCLUDING ALL DOCUMENTATION INCORPORATED BY REFERENCE HEREIN, SUCH AS DOCUMENTATION PROVIDED OR MADE AVAILABLE AT THE GLOBALSTAR WEBSITE, IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT CONDITION, ENDORSEMENT, REPRESENTATION OR WARRANTY OF ANY KIND BY GLOBALSTAR, GUSA OR THEIR AFFILIATES. GLOBALSTAR, GUSA AND THEIR AFFILIATES ASSUME NO RESPONSIBILITY FOR ANY TYPOGRAPHICAL, TECHNICAL, OR OTHER INACCURACIES, ERRORS OR OMISSIONS IN THIS DOCUMENTATION.

THE APPLICABILITY OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY VARY FROM STATE TO STATE AND/OR FROM COUNTRY TO COUNTRY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE SEPARATE EQUIPMENT WARRANTY, IF ANY, GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY APPLICABLE LAW, GUSA LIMITS THE DURATION OF ANY IMPLIED WARRANTIES TO THE DURATION OF THE SEPARATE EQUIPMENT WARRANTY FOR THE APPLICABLE PRODUCT.

THE TERMS AND CONDITIONS OF ANY SEPARATE EQUIPMENT WARRANTY PROVIDED BY GUSA OR ANOTHER MANUFACTURER OR SUPPLIER MAY BE UPDATED AT ANY TIME AND WITHOUT NOTICE. IF THERE IS ANY CONFLICT BETWEEN THE TERMS CONTAINED IN THIS AGREEMENT AND THE TERMS CONTAINED IN ANY SEPARATE EQUIPMENT WARRANTY PROVIDED BY GUSA, THEN THE TERMS CONTAINED IN THE SEPARATE EQUIPMENT WARRANTY PROVIDED BY GUSA SHALL SUPERSEDE AND REPLACE THE TERMS CONTAINED IN THIS AGREEMENT.

**6.2 DISCLAIMER OF WARRANTY FOR THE GLOBALSTAR SERVICE AND SOFTWARE.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE GLOBALSTAR SERVICE AND ANY ASSOCIATED SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GLOBALSTAR SERVICE AND ANY ASSOCIATED SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS (EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES REGARDING CONDITION, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE GLOBALSTAR SERVICE AND/OR ANY ASSOCIATED SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION WILL BE WITHOUT INTERRUPTION OR ERROR-FREE, OF SATISFACTORY QUALITY, OF QUIET ENJOYMENT, THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER EXPRESS OR IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXPRESSLY EXCLUDED FROM THIS AGREEMENT AND DISCLAIMED BY GLOBALSTAR, GUSA AND ALL SERVICE PROVIDERS TO THE FULLEST EXTENT PERMITTED BY LAW. GLOBALSTAR, GUSA AND SUCH SERVICE PROVIDERS MAKE NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR ACCURACY OF THE GLOBALSTAR SERVICE, ANY ASSOCIATED SOFTWARE, OR IN RELATION TO AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE GLOBALSTAR SYSTEM AND GLOBALSTAR, GUSA, AND THE SERVICE PROVIDERS MAKE NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY TRANSMISSION OF A COMPUTER VIRUS, HACKING BY A THIRD PARTY, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY DISTRIBUTOR, RESELLER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR TERMINAL, OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM USE OF THE GLOBALSTAR SERVICE. THE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER ACTIVITIES IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

**6.3 LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, GLOBALSTAR, GUSA AND THEIR SERVICE PROVIDERS AND THEIR AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS HEREBY EXPRESSLY EXCLUDE AND DISCLAIM ANY 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 THE GLOBALSTAR SERVICE (INCLUDING ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE THE GLOBALSTAR SERVICE) OR ITS USE BY YOU OR BY ANOTHER PERSON WHETHER OR NOT AUTHORIZED BY YOU TO UTILIZE THE GLOBALSTAR SERVICE. GLOBALSTAR, GUSA AND THEIR SERVICE PROVIDERS 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 GLOBALSTAR SYSTEM OR THE GLOBALSTAR SERVICE, INCLUDING, WITHOUT LIMITATION, ANY FAILURE OR DELAY IN THE PROVISION OF THE GLOBALSTAR SERVICE CAUSED BY:

(I) ANY OF THE CONDITIONS DESCRIBED IN SECTION 2 ABOVE; OR

(II) MATTERS OUTSIDE OF GLOBALSTAR'S, GUSA'S OR THEIR SERVICE PROVIDERS' OR THEIR AFFILIATES' REASONABLE CONTROL, WHICH SHALL INCLUDE, BUT ARE 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

(III) FAILURE, DELAY OR INACCURACY OF THE TERMINAL TO PROCESS AND/OR TRANSMIT DATA TRANSMISSIONS TO THE GLOBALSTAR SYSTEM; OR

(IV) FAILURE OF OR DELAY IN THE GLOBALSTAR SYSTEM AND/OR GROUND STATIONS TO PROCESS DATA TRANSMISSIONS; OR

(V) FAILURE OF OR DELAY ON BEHALF OF OTHER SERVICE PROVIDERS TO PERFORM THE APPLICABLE SERVICES FOR WHICH EACH IS CONTRACTED; OR

(VI) FAILURE TO OBTAIN A CLEAR LINE OF SIGHT TOWARD THE GLOBALSTAR SYSTEM; OR

(VII) FAILURE TO PROPERLY INSTALL OR CONFIGURE THE TERMINAL OR OTHER EQUIPMENT USED IN CONNECTION WITH THE GLOBALSTAR SERVICE; OR

(VIII) FAILURE OF GLOBALSTAR, GUSA OR THEIR SERVICE PROVIDERS TO PROVIDE THE SERVICE(S) DUE TO THE SERVICE(S) HAVING BEEN CANCELLED PURSUANT TO SECTIONS 3.3 OR 5.2; OR

(IX) NON-COMPATIBILITY OF THE TERMINAL OR OTHER EQUIPMENT USED IN CONNECTION WITH THE GLOBALSTAR SERVICE WITH THIRD PARTY SOFTWARE; OR

(X) FAILURE OR INADEQUACY OF POWER SUPPLY FOR THE TERMINAL OR OTHER EQUIPMENT USED IN CONNECTION WITH THE GLOBALSTAR SERVICE.

**6.4 LIABILITY LIMITATION.** IN NO EVENT SHALL THE TOTAL, MAXIMUM, AGGREGATE LIABILITY OF GLOBALSTAR, GUSA AND THEIR SERVICE PROVIDERS FOR ALL CLAIMS UNDER A SERVICE PLAN ARISING OUT OF OR RELATING TO THE GLOBALSTAR SERVICE OR THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE GLOBALSTAR SERVICE UNDER A SERVICE PLAN DURING THE 12 MONTHS PRECEDING THE CLAIM.

**6.5 LIMITATIONS EFFECTIVE.** THE LIMITATIONS IN THIS SECTION 6 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.

## 7. Your Obligations.

**7.1 Familiarization with your Terminal.** You agree to familiarize yourself with the operation of your Terminal, including reading your GUSA User Guide. You agree you will use the Terminal only in accordance with those instructions. GUSA strongly recommends that you also view the GUSA Starter Video available on the Globalstar website, the FAQs available on the Globalstar website and practice properly using your Terminal by sending test messages and fixing your GPS coordinates.

**7.2 Your Use.** You agree not to use Globalstar Service for any purpose in violation of the Agreement or applicable law, or in any manner which interferes unreasonably with the use of the Globalstar Service by any other subscriber or with GUSA's ability to provide service to other subscribers.

**7.3 Restriction Prohibiting Commercial Tracking of Personnel and/or Assets.** Your Terminal may not be used at any time or under any circumstances for the commercial tracking of personnel or assets. Commercial tracking of assets or personnel is not allowed pursuant to GUSA's license with Google Maps™. Unauthorized commercial use will result in additional charges per data transmission. GUSA may also immediately terminate the Globalstar Services without refund and exercise all other remedies available.

**7.4 FCC Restrictions.** FCC regulations prohibit your using a Terminal in a civil aircraft unless that Terminal has a direct physical connection to the aircraft cabin or cockpit communications system.

**7.5 Misuse.** You agree that you will not use the Globalstar Services or the Terminal (i) to abuse or misuse any Globalstar Services; (ii) to utilize your Terminal for the commercial tracking of assets and/or personnel, (iii) to send messages that are offensive, defamatory, abusive or obscene or intended to harass, (iv) to transmit viruses or other disabling, damaging or harmful code, (v) for any purpose in violation of the Agreement or law, (vi) in any manner that infringes or misappropriates third party rights, or (vii) in any manner which overloads or unreasonably interferes with the Globalstar Services or the Globalstar Systems. You agree to use the Globalstar Services only with the Terminal and not to use any other equipment in connection with the Globalstar Services unless expressly approved by GUSA. Failure to adhere to these restrictions may result in termination of this Agreement by GUSA, and GUSA may exercise all other remedies available.

**7.6 Authorized Users.** You are solely responsible, and assume any liability, for any user authorized by you to utilize the Globalstar Service or Terminal. You are also responsible for the compliance with the Agreement by all of your authorized users. In addition, you agree to pass usage instructions and Service Plan terms and conditions to all of your authorized users.

**7.7 Lost or Stolen Terminal.** In the event that your Terminal is lost or stolen, you are liable for all use by anyone else of your Terminal, including, without limitation, all usage and toll, long distance and roaming charges originating from your Globalstar Service telephone number. However, GUSA agrees to waive all charges (except the fixed monthly recurring charges under your Service Plan) made during the period that begins 2 hours after you report the loss, theft, or disappearance of your Terminal and ends when the Terminal is restored to you or your service is terminated, whichever occurs first. You are responsible for the cost of replacing your Terminal. If GUSA requests, you shall provide a written police report of the incident. If your Globalstar Service is terminated following the incident, reinstatement of service may be subject to GUSA's then-standard reinstatement charge as published on the Globalstar website.

**7.8 Use with Static IP Address / VPN.** If you intend to use your Globalstar Service with a static IP address and/or a Virtual Private Network ("VPN"), you must first ensure that your network can support the Globalstar VPN as specified in Globalstar's Static IP/VPN Configuration document, which is available from GUSA or an authorized GUSA distributor.

(i) You are solely responsible for your own network at your site, including connectivity to the Internet and your Local Area Network. GUSA is not responsible for the performance of your network, and cannot assist in troubleshooting problems that are not directly related to the VPN router provided by GUSA.

(ii) You must use your VPN service in a secure and lawful way. You must not attempt to gain any unauthorized access to the Globalstar System, and you must protect the Globalstar VPN router from unauthorized access on your premises or through your network.

(iii) GUSA will monitor the VPN service on a 24/7 basis. If the VPN link fails, GUSA will attempt to resolve the problem promptly. GUSA will attempt to notify you if an alarm is detected on your VPN circuit that will result in downtime. GUSA may notify you of any planned maintenance downtime. You must notify GUSA Customer Service if you plan to take down the VPN for any period of time.

(iv) GUSA reserves static IP addresses for you based on your estimate of how many modems will be provisioned. GUSA reserves the right to reassign any IP address that you do not use.

**7.9 Indemnity.** To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless any or all of the Globalstar and GUSA Parties from and against any and all claims, suits, actions or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees), arising out of, in connection with, resulting from or relating to (i) your or your authorized user's use of the Globalstar Service or Terminal or other equipment used in connection with the Globalstar Service, (ii) your or your authorized user's breach of the Agreement or misuse of the Globalstar Service or Terminal or other equipment used in connection with the Globalstar Service, (iii) any injury or death to you or loss of property, or (iv) any negligent, reckless or tortious act or omission committed by you or any authorized user.

## **8. GOVERNING LAW AND BINDING ARBITRATION.**

**8.1 GOVERNING LAW; WAIVER OF JURY TRIAL; WAIVER OF CLASS ACTIONS. THE AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES. YOU AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THE AGREEMENT OR THE PRODUCTS OR SERVICES GUSA SUPPLIES ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED OR THE RELIEF OR REMEDIES SOUGHT, SHALL, TO THE EXTENT POSSIBLE, BE SETTLED AMICABLY BY THE PARTIES HERETO. IN THE EVENT OF A FAILURE TO REACH AMICABLE SETTLEMENT OF A CLAIM, YOU AGREE THAT SUCH CLAIM SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. YOU UNDERSTAND THAT ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND THUS THIS PROVISION WAIVES ANY RIGHT TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. ALTHOUGH THERE IS NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGE AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. THIS PROVISION ALSO MEANS THAT NEITHER YOU NOR GUSA WILL BE ABLE TO PURSUE A CLAIM AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) EITHER IN ARBITRATION OR IN COURT, NOR WILL YOU OR GUSA BE ABLE TO PURSUE A CLAIM AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT, AND YOU AND GUSA WAIVE ANY RIGHT TO DO SO. IF FOR SOME REASON THE PROHIBITION ON CLASS ACTIONS SET FORTH IN THIS PARAGRAPH CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.**

**8.2 Applicability.** This binding arbitration provision applies to any and all Claims that you have against GUSA, its affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that GUSA has against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended.

**8.3 Arbitration.** The party filing a Claim(s) in arbitration must file its Claim(s) before the American Arbitration Association ("AAA") and such Claim(s) shall be administered by the AAA under its Commercial Arbitration Rules, including where appropriate the Consumer-Related Disputes Supplementary Procedures, in effect at the time the Claim(s) was filed or such successor procedures. Rules and forms for the arbitration may be obtained by visiting the AAA's website, and Claims may be filed at American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Voorhees, NJ 08043, [casefiling@adr.org](mailto:casefiling@adr.org).

**8.4 NO CLASS ARBITRATION. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, THE ARBITRATOR SHALL NOT HAVE THE POWER TO DETERMINE THAT CLASS ARBITRATION IS PERMISSIBLE. THE ARBITRATOR ALSO SHALL NOT HAVE THE POWER TO PRESIDE OVER CLASS OR COLLECTIVE ARBITRATION, OR TO AWARD ANY FORM OF CLASSWIDE OR COLLECTIVE REMEDY. INSTEAD, THE ARBITRATOR SHALL HAVE POWER TO AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THE AGREEMENT. NO AAA RULE WILL APPLY IF IT CONFLICTS WITH THE PROVISIONS OF THIS PARAGRAPH.**

**8.5 LOCATION OF ARBITRATION.** Any arbitration hearing that you attend shall be held at a location which is reasonably convenient to you and GUSA as mutually agreed upon in writing. In the event you and GUSA are unable to agree on a location for the arbitration hearing, a place shall be chosen by the arbitrator or arbitrator administrator. Judgment upon any arbitration award may be entered in any court having jurisdiction.



**8.6 SURVIVAL.** This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, and the relationship between you and GUSA concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

**8.7 COURT JURISDICTION.** In the event the AAA refuses to administer a Claim, the parties agree that the exclusive jurisdiction and venue for such Claim shall be either the Twenty-Second Judicial District Court for the Parish of St. Tammany, State of Louisiana, or the United States District Court for the Eastern District of Louisiana. The parties expressly consent to, and irrevocably and unconditionally waive any objection to, exclusive jurisdiction and venue in either of said forums. **IF THE CLAIM IS SUBMITTED TO LITIGATION UNDER THIS PARAGRAPH, THE PARTIES AGREE AND HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH PROCEEDING.**

**9. GUSA User Account, Websites.**

**9.1 GUSA Websites.** Your use of the Globalstar websites, including the GUSA Shared Pages found on <http://www.globalstar.com>, and your GUSA user account and/or any microsite applicable to your region, including the use of the SMS, e-mail messages or Google Maps™ features, is governed by the terms and conditions of use contained on each such website, including the terms and conditions governing your use of the embedded Google Maps™ software as specified at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) (or any other location) and the General Public License governing the use of the embedded open source software. Please note that the Google Maps™ license terms do not allow for you to utilize Google Maps™ to display the messages/waypoints if the intended use is for the commercial tracking of personnel and assets.

**9.2 Complete and Accurate Information.** You acknowledge and accept that the information required in your GUSA user account, including your Registration Data, contact information, designated contacts, and supported service options, is essential for proper provision of the Globalstar Services. You accordingly certify that the information supplied by you is accurate in all respects. It is your responsibility to ensure that the information supplied by you remains accurate, complete and up to date. Changing your address from one country to another country (for example from the US to Canada) may require service level changes and might incur additional charges on your account. When composing GUSA messages, you acknowledge and agree that it is your sole responsibility to ensure that you select the intended designated contact from your available contacts and are satisfied with the content of your GUSA message prior to sending it. Please contact customer care for assistance.

**9.3 Content License from You.** You agree that you are solely responsible for (and that GUSA has no responsibility to you or to any third party for) any content that you create, transmit or display while using the Globalstar Services and any associated software and for the consequences of your actions by doing so. You acknowledge that the GUSA messages may include your location information. You acknowledge and agree that by submitting, posting or displaying the content you give GUSA a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, create derivative works of, translate, publish, publicly perform, publicly display and distribute any content which you submit, post or display on or through, the Globalstar Services and any associated software. Furthermore, you agree that this license includes a right for GUSA to make such content available to other companies, organizations or individuals as required for the provision of the Globalstar Services, including [www.geocaching.com](http://www.geocaching.com) and/or any social connectivity sites designated by you. In order to provide the Globalstar Services, GUSA may be required to transmit or distribute your content over various public networks and in various media. GUSA may also be required to make changes to your content if so required by the technical requirements of connecting networks, devices, services or media.

**9.4 Third Party Licenses and Content.** If, as part of your use of the Globalstar Services and any associated software, you download a piece of software, access software online, or purchase goods, which are provided by a third party then your use of these other services, software or goods may be subject to separate terms between you and the third party provider. You agree to comply with such terms. This third party content may be protected by intellectual property rights which are owned by the third party. Any reference or links to any third party content does not necessarily constitute or imply its endorsement, sponsorship or recommendation by GUSA or its licensors. Third party product and service information are the sole responsibility of each individual third party vendor. You hereby acknowledge that your GUSA messages sent via the software may utilize Google Maps™. You agree to be bound by the Google Maps™ API Terms of Use as listed at [http://www.google.com/intl/en\\_ALL/help/terms\\_local.html](http://www.google.com/intl/en_ALL/help/terms_local.html) (or any other location). In addition, it is possible that you may find some third party content offensive, indecent or objectionable, and that, in this respect, you use the Globalstar Services at your own risk. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties are those of the respective authors and not of GUSA. GUSA neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information or statement by anyone other than authorized GUSA employees acting in their official capacities. You understand and acknowledge that GUSA is not responsible for and does not monitor third party content for accuracy or reliability.

**9.5 Web Browsers.** You must have a compatible web browser to access your GUSA user account via the internet at the Globalstar website. Check the FAQ section of the Globalstar website or contact GUSA Customer Service for the most recent list of compatible web browsers.

**9.6 Privacy, Data Protection.** GUSA is committed to maintaining your private information. In order to access the Globalstar Services, you will be required to provide information about yourself (such as identification or contact details). You agree that any Registration Data you give to GUSA will always be accurate, correct and up to date. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the software and the Globalstar Services. Accordingly, you agree that you will be solely responsible for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to immediately notify GUSA. GUSA will keep your personal data confidential, provided however that GUSA may provide such information, including your name, registration information, location and message history, to the Emergency Services Provider (currently GEOS), emergency responders and immediate family members, and other Service Providers, and may disclose such information as otherwise provided in this Agreement. GUSA 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 GUSA User demographic data or GUSA usage data for marketing, advertising or other business purposes. GUSA may collect information about your transmissions, including location, to monitor service quality; however, GUSA will generally not monitor the content of your Type & Send, pre-programmed SMS and/or e-mail messages to your contacts unless law enforcement requires or required by law or for security concerns for the contacts of others. Under the Shared Page feature, GUSA may provide your tracking messages per your selections. GUSA may provide your billing information to its parent company and subsidiaries if required for provision of the Globalstar Services, or to a credit bureau in order to determine your credit-worthiness, or to a collection agency should your account become past due, or to the Emergency Services Provider, in the event that you deliberately or negligently misuse the SOS Emergency service. With the exception of information provided to GEOS, aggregated information, and/or billing information, GUSA will 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 GUSA considers it necessary to do so to prevent risk of death or serious personal injury to you or others. You consent to the foregoing collection, use and disclosure of



your personal information and to GUSA's collection, use and disclosure of your personal information as set out in this Section 9.6. You also consent to the privacy policies listed at the Globalstar website pertaining to your use of that website.

**9.7 Third Party Content.** Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties and other users on GUSA Shared Pages and/or the Globalstar website are those of the respective authors and not of GUSA. GUSA neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information or statement made on GUSA Shared Pages and/or the GUSA website by anyone other than authorized GUSA employees acting in their official capacities. You understand and acknowledge that GUSA is not responsible for and does not monitor third party content for accuracy or reliability.

#### 10. General Provisions.

**10.1 Compliance with U.S. Export Regulations.** The Globalstar products and services are subject to the U.S. Export Administration Regulations <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear> enforced by the U.S. Bureau of Industry and Security <https://www.bis.doc.gov>, as well as regulations enforced by the U.S. Office of Foreign Assets Control <https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>. You will comply fully with these requirements, as well as all applicable requirements under the export and import laws and regulations of other countries. Without limitation, all parties acquiring the Globalstar products and services are responsible for obtaining all licenses or other approvals from the U.S. Government necessary for acquiring, exporting, reselling, reexporting or otherwise transferring the Globalstar products and services. This includes restrictions and prohibitions against any transfer to (i) anyone on the U.S. Government's Consolidated Screening List [https://build.export.gov/main/ecr/eg\\_main\\_023148](https://build.export.gov/main/ecr/eg_main_023148), (ii) any country subject to U.S. economic sanctions (currently Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine), or (iii) any end use involving the development, production, or use of nuclear power, missiles, or chemical or biological weapons.

**10.2 Copyrights, Intellectual Property, Patents and Documentation.** All Globalstar products, the Globalstar Service, and all content (including software, photographs, graphs, videos, graphics and music or sounds) included with the Globalstar products, Globalstar Service, or referenced in product or Globalstar Service documentation, are protected by copyright, trademark, patent or other proprietary rights ("Intellectual Property"), of Globalstar or other parties. As between you and Globalstar, you agree that Globalstar owns all Intellectual Property in your Globalstar product, Globalstar Service and Globalstar content, and you shall not attempt to challenge the validity or enforceability of any such rights. Additional information concerning the Intellectual Property and the applicable Intellectual Property policies applicable to the Globalstar products and Globalstar Service can be found at the Globalstar website. **THE TERMS AND CONDITIONS OF THE GLOBALSTAR WEBSITE'S INTELLECTUAL PROPERTY POLICY FORMS PART OF THIS AGREEMENT AND MAY BE UPDATED BY GLOBALSTAR AT ANY TIME AND WITHOUT NOTICE.** You may not copy, modify, remove, delete, augment, reverse engineer, publish, transmit, or create derivative works, from, or in any way exploit, any of the Globalstar content, in whole or in part, without Globalstar's written permission. Globalstar products, Globalstar Service, and the product and Globalstar Service documentation may reference various trademarks, names or brands, owned by Globalstar or other parties. These trademarks are the valuable property of the trademark owner, and may be used only with permission of the respective trademark owner.

**10.3 Assignment; No Third-Party Beneficiaries.** Although you may authorize others to use your Terminal, you may not assign the Agreement, or any of your rights and obligations under the Agreement, or re-sell, re-provision, or rent the Terminal or the Globalstar Service (either for a fee or without charge), to any other person, firm, agency, corporation, or other legal entity without the prior approval of GUSA. If you are a corporation, partnership, or limited liability company, you may assign the Agreement, including your obligations under it, pursuant to a sale of your assets or a transfer of control of your business. The Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted assigns. Except as expressly provided in Sections 7, 8, 9 and 10 with respect to the Globalstar and GUSA Parties, the Agreement has no third-party beneficiaries and does not confer any benefits or rights on or to any third person whatsoever.

**10.4 Remedies Cumulative.** In addition to its rights stated in the Agreement, GUSA may pursue any other remedy available to it. All rights and remedies of GUSA are cumulative and not alternative, and GUSA's failure to exercise any right or remedy does not limit its rights or remedies with respect to any continuing or future default by you.

**10.5 Survival of Accrued Rights and Obligations.** The termination of the Agreement or the permitted assignment of a party's interest shall not affect or prejudice any rights or obligations of either party that have accrued or arisen between them before termination under the Agreement. All such rights and obligations shall survive the termination of the Agreement.

**10.6 No Waiver.** Neither the waiver by either of the parties of a breach of or a default under the Agreement, nor the failure of either of the parties to enforce or exercise any of the provisions of the Agreement, shall operate to waive any rights or remedies for any subsequent breach or default.

**10.7 Reformation; Severability.** If any term or provision of the Agreement, or the application thereof to any person or circumstance, shall at any time or to any extent be invalid, illegal or unenforceable in any respect as written, the parties intend for any arbitrator or court construing the Agreement to modify or limit such provision temporally, spatially or otherwise so as to render it valid and enforceable to the fullest extent allowed by law. Any such provision that is not susceptible of such reformation shall be ignored so as to not affect any other term or provision hereof, and the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

**10.8 Notices.** Notices required to be in writing under the Agreement shall be given, if by you, by email to [customerservice@globalstar.com](mailto:customerservice@globalstar.com), by regular mail to 300 Holiday Square Blvd., Covington, LA 70433 (Attn: Customer Service), or by any other means at the Globalstar website for contacting GUSA Customer Service in writing. Notices required to be in writing by GUSA may be given in any manner expressly permitted under the Agreement with respect to such notice or, if none is stated, by first class mail or by private courier service addressed to your last known billing address, or by electronic means addressed to your fax number or email address. All notices required to be in writing shall be effective when delivered as properly addressed.

**10.9 References to Websites.** The Agreement includes references to various third party websites for additional information. You acknowledge that such information may cease to be located at the particular third party web address that is referenced in the Agreement. In that case, it is your responsibility to identify the new location of the relevant information, and if you are unable to locate such information, you may contact GUSA for assistance. Please allow adequate time for a GUSA response.