

SPOT LLC
EQUIPMENT REPLACEMENT PROGRAM
EXTENDED LIMITED WARRANTY OR SERVICE CONTRACT

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. IF YOU PURCHASED YOUR DEVICE, AS DOCUMENTED BY YOUR RECEIPT, IN ALABAMA, CALIFORNIA, HAWAII, KENTUCKY, ILLINOIS, NEVADA, NEW YORK, OKLAHOMA, OREGON, SOUTH CAROLINA, TEXAS, VERMONT, WASHINGTON OR WYOMING, THIS DOCUMENT IS A SERVICE CONTRACT. OTHERWISE, IT IS AN EXTENDED LIMITED WARRANTY (COLLECTIVELY, THE 'AGREEMENT'). YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, AND HAVE NOT FILED A CLAIM, CONTACT SPOT CUSTOMER CARE AT 1-866-OK1-SPOT (651-7768) AND CANCEL THIS AGREEMENT THIS EXTENDED LIMITED WARRANTY OR SERVICE CONTRACT.

1. RELATION TO EXISTING PRODUCT LIMITED WARRANTY

The SPOT Satellite Messenger (the "Product") Limited Warranty (the "Product Limited Warranty") that accompanies your Product is the primary warranty on the Product and supercedes, and if still in force, shall run concurrent to, this Extended Limited Warranty and/or Service Contract. If a problem is covered by the existing Limited Warranty that accompanies the SPOT Satellite Messenger, You must submit the Product via the terms and conditions specified on www.spotwarranty.com for repair and/or replacement.

2. HOW LONG THIS WARRANTY OR SERVICE CONTRACT LASTS

The duration of this Extended Limited Warranty or Service Contract is twelve (12) months commencing upon your payment of the associated fee (the 'Term'). The associated fee is USD \$18.00. You will be billed in advance and this Extended Limited Warranty or Service Contract shall 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 no later than 30 days after such automatic renewal. Where required by law, SPOT will provide you with advance notice of this renewal.

3. WHAT THIS AGREEMENT COVERS

This Extended Limited Warranty applies to Product purchased within the United States or Canada: (i) If the Limited Warranty accompanying the SPOT Satellite Messenger has expired and the Product requires repair either due to defect(s) in material and workmanship; (ii) If your Product is broken or damaged during normal use and service; or, (iii) If your Product is lost or stolen. THIS WARRANTY COVERS THE SPOT SATELLITE MESSENGER ONLY AND NOT ITS ACCESSORIES OR BATTERY, INCLUDING THOSE CONTAINED WITHIN THE ORIGINAL PACKAGE.

4. WHAT THIS WARRANTY OR SERVICE CONTRACT DOES NOT COVER

Defects or damage resulting from use of the Product in other than its normal and customary manner, including any resulting from misuse, improper testing, operation, maintenance, installation, adjustment or any alteration or modification of any kind, products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim; Products with labels removed or illegible serial numbers; or minor, cosmetic damages resulting from normal wear and tear that don't impair the functioning of the unit.

5. MAXIMUM NUMBER OF CLAIMS

The maximum number of such claims allowed under this Extended Limited Warranty or Service Contract is up to two (2) claims allowed during a rolling twelve (12) month period for repair/replacement provided that You return the damaged / defective Product to SPOT. In addition, You are allowed up to one (1) claim during a rolling twelve (12) month period in the event that the Product is loss or stolen and can not be returned to SPOT.

6. PRODUCT REPLACEMENT

At its option, SPOT LLC will replace the Product during the warranty period at no charge, as long as you return it in accordance with the terms of this Warranty to the location specified by SPOT LLC. The replacement device may be a new or reconditioned device of equal or comparable value to the Product. Non-original manufacturer's parts may be used in reconditioned devices. All Products replaced by SPOT LLC shall become the property of SPOT LLC. The same coverage applies whether this is considered an Extended Limited Warranty or a Service Contract.

7. REPLACEMENT PROTECTION PERIOD

You will be provided with a replacement protection period of thirty (30) days. Please contact SPOT within thirty (30) days to obtain a Returned Material Authorization for the return of the unit to SPOT for repair or replacement. Any

such repair or replacement under this Replacement Protection Period will not count towards the claims maximum allowed in any rolling twelve (12) month period.

8. HOW TO GET YOUR REPLACEMENT DEVICE UNDER THIS AGREEMENT

To receive your replacement device, please follow the instructions contained at www.findmespot.com regarding how to follow a claim and return the Product. A \$30 fee applies to every such repair or replacement.

9. YOUR OBLIGATIONS UNDER THIS WARRANTY OR SERVICE CONTRACT

You must use the Product in a normal way; you must protect against further damage to the Product if there is a covered defect; you must follow the Product's instruction manual.

10. HOW AND WHEN YOU OR WE MAY TERMINATE THIS WARRANTY OR SERVICE CONTRACT

SPOT may terminate this Warranty or Service Contract if you: (1) fail to pay an amount when due; (2) commit fraud or make a material misrepresentation in obtaining this Service Contract, or in presenting a claim; or (3) perform any act or omission or violate any condition of this Service Contract, after the effective date of this Service Contract that substantially and materially increases the service required under this Service Contract. You may terminate this Warranty or Service Contract within thirty (30) days of the expiration of the current Term. If your SPOT Satellite Messenger Basic Service with SPOT LLC is terminated or expires for any reason, you will be deemed to have terminated this Warranty or Service Contract. If you or SPOT LLC terminate this Warranty or Service Contract more than thirty (30) days after receiving this Warranty or Service Contract, you will receive a prorated refund of your monthly fee for this Warranty or Service Contract, as applicable. Cancellation of this Service Contract by SPOT LLC will be effective fifteen (15) days after you receive the notice of cancellation. If within thirty (30) days of receiving this Warranty or Service Contract you wish to cancel service and you have not made a claim under this Warranty or Service Contract, simply notify SPOT LLC and we will refund all fees paid up to the date of termination. IF YOU CANCEL AS DESCRIBED IN THE IMMEDIATELY PRECEDING PARAGRAPH, SPOT LLC MUST PROVIDE YOU WITH A FULL REFUND NO LATER THAN THIRTY (30) DAYS AFTER YOU RETURN THE DOCUMENT. IF SPOT LLC DOES NOT REFUND YOUR MONEY DURING THIS TIME PERIOD, YOU ARE ENTITLED TO RECEIVE A REFUND IN THE AMOUNT OF WHAT YOU PAID, PLUS AN EXTRA TEN PERCENT (10%) FOR EACH MONTH IN WHICH YOUR MONEY IS NOT REFUNDED.

11. OTHER CONDITIONS

A. General. This is SPOT LLC's complete Extended Limited Warranty or Service Contract for your Product. 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. SPOT LLC assumes no obligation or liability for additions or modifications to this Extended Limited Warranty or Service Contract unless made in writing and signed by an officer of SPOT LLC. If this document is a Extended Limited Warranty, SPOT LLC does not warrant the installation, maintenance or service of the equipment, accessories, batteries or parts. 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.

B. Transfer. This Extended Limited Warranty or Service Contract is extended to the original subscriber buyer only and may not be assigned or transferred to subsequent subscriber buyers. 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 SPOT's respective successors and permitted assigns.

C. Ancillary Equipment Not Covered. SPOT LLC cannot be responsible in any way under this Extended Limited Warranty or Service Contract for any ancillary equipment attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment. All such equipment is expressly excluded from this Warranty or Service Contract. Furthermore, SPOT LLC cannot be responsible for any damage to the Product resulting from the use of ancillary equipment not furnished by SPOT LLC for use with individually owned equipment.

D. Non-Return of Product. Defective equipment must be returned or (i) the claim will be converted to a claim in the case of a lost unit and counted towards the subscriber's maximum of one (1) such claim per Term; or (ii) in the event that the holder has already utilized their one (1) loss unit claim, then the holder will be subject to a non-return fee equal to the cost of the non-promotion retail price. Subject to equipment availability at time of processing. Customer agrees to "like" device if same model is no longer available.

E. English Language. 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.

12. GENERAL PROVISIONS IF THIS IS A WARRANTY

A. This Extended Limited Warranty sets forth our responsibilities regarding the Product. Replacement of the Product, as described herein, is your exclusive remedy. With the exception of the Product Limited Warranty, THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. FURTHER, NO WARRANTY IS MADE AS TO COVERAGE, AVAILABILITY OR GRADE OF SERVICE PROVIDED BY SPOT LLC.

B. IN NO EVENT SHALL SPOT LLC BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES OR ATTORNEYS' FEES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

C. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

13. GENERAL PROVISIONS IF THIS IS A SERVICE CONTRACT

This Service Contract sets forth our responsibilities regarding the Product. Replacement of the Product, as described herein, is your exclusive remedy. THIS DOCUMENT IS NOT A WARRANTY. Obligations of SPOT LLC under this Service Contract are backed by the full faith and credit of SPOT LLC.

14. OTHER RIGHTS

THIS WARRANTY OR SERVICE CONTRACT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS THAT VARY FROM STATE TO STATE.

15. QUESTIONS OR ISSUES

For questions or concerns, please contact SPOT at: customercare@findmespot.com or 1-886-OK1-SPOT (651-7668). In the event that SPOT Customer Care is unable to resolve an issue, you may contact notices@findmespot.com with a Subject Line: Equipment Replacement Claim or in writing to Spot Inc., 461 South Milpitas Blvd., Milpitas, CA 95035, Attn: Contracts – Equipment Replacement Claim.

SELLER:

SPOT LLC
461 South Milpitas Boulevard
Milpitas, CA 95035

Entity Financially and Legally Obligated to Perform Service

Last Updated: 01/14/2009

Spot reserves the right to change these terms at anytime at our sole discretion.