

## SPOT PERSONAL, COMMERCIAL AND ASSET TRACKING PRODUCTS

### GENERAL TERMS & CONDITIONS

**NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ANY PRODUCT SOLD OR RENTED BY SPOT LLC OR ITS AFFILIATES NAMED IN THIS AGREEMENT (INDIVIDUALLY REFERRED TO AS THE "SPOT PRODUCT" AND COLLECTIVELY REFERRED TO AS "SPOT PRODUCTS") AND THIS SERVICE, YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT (AS DEFINED BELOW), INCLUDING, WITHOUT LIMITATION, THE LIMITATIONS ON USE AND SERVICE CONTAINED IN SECTIONS 1.2, 1.3, 2, 5, 6, 8 AND 9, THE DISCLAIMER OF WARRANTY IN SECTION 5, THE LIMITATION OF LIABILITY IN SECTION 6, AND THE BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION 10.3. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SPOT PRODUCT OR THE SERVICE. IN THE EVENT OF A PURCHASE OF ANY SPOT PRODUCT, YOU MAY, WITH THE PROOF OF PURCHASE, RETURN THE SPOT PRODUCT TO THE LOCATION FROM WHICH IT WAS PURCHASED WITHIN THIRTY (30) DAYS OF THE DATE OF PURCHASE.**

#### 1. INTRODUCTION.

You understand and agree that:

##### 1.1 SPOT Service Agreement: Agreement terms, Acceptance of Agreement and Changes to Agreement.

**1.1.1 Agreement Terms.** The SPOT Service Agreement ("**Agreement**") between you and SPOT LLC or the appropriate affiliated company for your region as specified in Sections 12 or 13 (for convenience referred to as "**SPOT**") consists of (i) the specific terms of the service plan(s) to which you have subscribed to at any given time (including the plan's pricing and usage and the terms and conditions applicable to the particular services included in the service plan, all as described in the applicable plan) (collectively, "**Service Plans**"), (ii) these General Terms and Conditions ("**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.

**1.1.2 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) your activation or use of the Services. The term of the Agreement begins when you accept the Agreement and ends when the Services are terminated pursuant to the Agreement.

##### 1.1.3 Changes to Agreement.

(i) The current version of these General Terms and other applicable policies shall be available on the SPOT website. The "**SPOT website**" means the website located at <http://www.findmespot.com>, which is comprised of various web pages, tools, information, content, and features operated by SPOT. SPOT may change the General Terms or other parts of the Agreement from time to time, provided that SPOT will not increase the pricing for the Services set forth in a Service Plan during the Initial Plan Term (as defined in Section 3.1) unless you consent. When SPOT makes changes (other than rate increases for the Services), SPOT will give notice to you by posting the revised General Terms or other parts of the Agreement, including any applicable policies, on the SPOT website. SPOT may also notify you directly of a change, but SPOT is not obligated to do so unless the change is a rate increase for the Services set forth in your Service Plan to take effect after the Initial Plan Term. You agree to visit the SPOT website periodically and accept ongoing responsibility for being fully informed of the changing content of the SPOT website, including, without limitation, changes in these General Terms and other parts of the Agreement. The earliest any rate increases for the Services shall be effective is immediately following the Initial Plan Term, provided SPOT has given at least 30 days' notice of the rate increases; thereafter, SPOT may make further rate increases which will be effective 30 days after SPOT 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 SPOT website. If SPOT 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 calling the customer service center and requesting termination within 30 days after notification of the change, in the case of a rate increase for the Services 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 SPOT website, in the case of all other changes. Unless you call customer service within such 30 day period, you accept the changes and agree to abide by them by continuing to use the Services. Notwithstanding anything in this Section 1.1.3(i) to the contrary, if you have selected a Short Term Service Plan or Short Term Rental Plan (each, as defined in Section 3.1), no changes to the General Terms or other parts of the Agreement will be effective during the term of your Short Term Service Plan or Short Term Rental Plan, as applicable.

(ii) You agree that you cannot change this Agreement and that no statement or representation (oral or written) of any sales/rental agent, distributor, representative or employee of SPOT made to you can change this Agreement.

**1.2 Coverage.** You may use your SPOT Product anywhere there is coverage (subject to any applicable restrictions due to local laws, licensing requirements and regulations). For example, in Russia, the GPS accuracy of your SPOT Product is limited (degraded) in accordance with Russian regulations restricting the accuracy of GPS performance for devices utilized in Russia. Coverage areas may change from time to time and be different depending upon the specific SPOT product you are using. Please check the SPOT website for the current coverage areas for your specific SPOT product.

##### 1.3 Limitations.

**1.3.1 Satellite Systems.** Services utilize coordinates from the U.S. Government's GPS Satellite Constellation and its onboard GPS chip to determine your position and the L-band uplink (1610-1618.725 MHz) of the Globalstar™ Satellite System (together with the U.S. Government's GPS Satellite Constellation, the "**Satellite Systems**"), which is owned and operated by Globalstar, Inc. ("**Globalstar**") and interconnecting wireline or wireless networks to transmit your messages. The Satellite Systems' availability is limited by the technology, environmental conditions and other factors that affect radio transmissions including limitations on the geographic satellite service coverage as described on the SPOT website. Services 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 or interference that are associated with those Satellite Systems or ground stations and the interconnecting networks. Further, SPOT does not own or control the telecommunications

providers who receive the e-mail and short message service (“SMS”) messages generated from SPOT Products, and is not responsible for any delays or lack of response by other telecommunications providers related to these messages. Satellite 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, ground stations and other service provider equipment; (iii) the condition of your SPOT Product; (iv) weather conditions, atmospheric conditions, magnetic interference, and environmental conditions, and (v) other conditions beyond SPOT’s or the Satellite Systems’ control.

**1.3.2 Software.** You acknowledge and agree that using the Services and/or the SPOT Products may include utilization of certain third party products, services, and associated or embedded software. Your use of any such services, products, and/or software in connection with the SPOT Products or the Services will be governed by the terms and conditions of use of the applicable Service Providers or third party providers/vendors that provide such services, products, and/or software. Additionally, you acknowledge and agree that the functionality of the Services and/or the SPOT Products relies upon the performance of such Service Providers or third party providers/vendors, and any such associated or embedded software. You also acknowledge that there may be disruptions or limitations to the Services and/or the SPOT Products as a result of any performance failures of such providers and such disruptions may result in decreased functionality of, and interference with, your use of the Services and/or the SPOT Products. Such limitations, interruptions and interferences shall not be attributable to any failure or fault of SPOT or result in any liability for SPOT.

**2. SERVICE.** You must at a minimum subscribe to a SPOT Basic Service plan, a SPOT Short Term Service Plan or a SPOT Short Term Rental Plan (each, as identified on the SPOT website) to utilize your SPOT Product. You may also select additional bundled and/or optional services available in your region to be part of your Service Plan. Not all additional bundled and/or optional services are available for a Short Term Service Plan or a Short Term Rental Plan. The services included in the SPOT Basic Service, SPOT Short Term Service Plan or SPOT Short Term Rental Plan, as applicable, for your SPOT Product and the additional bundled and/or optional services available to you, including the terms and conditions applicable to each, will be described in detail in your Service Plan. Collectively, the SPOT Basic Service, SPOT Short Term Service Plan or the SPOT Short Term Rental Plan, as applicable, and all of the additional and/or optional services included in your Service Plan are referred to throughout this Agreement as “**Services**”. Any Services referenced but not defined in these General Terms shall have the meaning set forth in the Service Plan.

**2.1 Emergency Use.** You may use your SPOT Product for emergency purposes. SPOT 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. SPOT 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 SPOT Product 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.**

**2.1.1 SOS Monitoring.** SPOT transmits SOS Emergency Signals received, along with applicable registration data information provided by you to SPOT in connection with your registration for the SPOT Service (the “**Registration Data**”) and available location coordinates identified by your SPOT Product 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; and v) provide updates of location coordinates as available to the identified emergency responder. SPOT 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. SPOT and the Emergency Services Provider have not agreed to take any steps other than those identified above, and SPOT and the Emergency Services Provider are released from all responsibility to take any further action whatsoever. In addition, SPOT 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 SPOT 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.

**2.1.2 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, SPOT 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 SPOT that you have deliberately or negligently misused the SOS Emergency service, SPOT shall, without further notice, bill your credit card the appropriate fee and you shall be responsible to pay any such fee. SPOT 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 SPOT 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.

**2.1.3 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. SPOT 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/>.

**2.2 Responsibility for Data and Content.** You are solely responsible for any data or content that you send via your SPOT Product, including any consequences of such messaging. You shall not send any content in violation of applicable law or the restrictions in Article 8.

**2.3 Unauthorized Movement.** “Unauthorized Movement” is a SPOT Service that may be available as part of, and as further described in, your Service Plan. For your safety and the safety of others, when using Unauthorized Movement, you agree not to use the asset’s coordinates that are sent to you to track down the asset and attempt to regain possession of it. The asset being traced may be in a dangerous location or condition and any effort by you to track down the asset may result in damage to the asset and/or injury or death to you and others involved in tracking down the asset.

**2.3.1 False Unauthorized Movement.** Please note that SPOT reserves the right to suspend all of the Services associated with your SPOT Product, if your SPOT Product sends false Unauthorized Movement notifications and you fail to take immediate action to prevent further false Unauthorized Movement notifications. If SPOT does suspend all of the Services associated with your SPOT Product pursuant to this Section 2.3.1, you will be required to reset your SPOT Product and call SPOT Customer Service at 866-OK1-SPOT (651-7768) before all of the Services associated with your SPOT Product resume operation. Please note that you will continue to be billed and remain liable for all Services associated with your SPOT Product while such Services are suspended pursuant to this Section 2.3.1.

**2.4 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 SPOT User Guide and its normal message transmission schedule.

**2.5 SPOT Shared Pages.** You may also choose to display your messages and waypoints via the SPOT Shared Pages. SPOT Shared Pages MAY NOT be used as a way to commercially track assets and/or personnel without authorization by SPOT. If you choose to display your messages via the SPOT Shared Pages, you may set the level of privacy (either by limiting access to those that you specify or by making the SPOT 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 SPOT Shared Pages.

**2.6 SPOT Equipment Replacement Program.** If you purchased your SPOT Product, please see the SPOT Equipment Replacement Program Extended Limited Warranty or Service Contract for the applicable terms and condition. Pricing and terms may vary by region.

**2.7 Additional Fees.** Additional fees may apply for optional services that require SPOT to transmit messages from your SPOT Product 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 3.4. If you did not purchase the associated external service from SPOT, then it is your responsibility to ensure that your external service is current and active.

**3. PLAN.** Your Service Plan consists of the Services selected by you either when you activate your SPOT Product or make a reservation to rent a SPOT Product, as applicable, or any that you may add during your Term. All Service Plans are pre-paid plans with charges for the Services to be paid in advance.

**3.1 Term.** You agree to remain as a subscriber for: (a) the minimum period stated in your Service Plan, (b) for Short Term Rental Plans (if not otherwise provided in the applicable Service Plan), the minimum period of time you select when ordering a Short Term Rental Plan and any additional time you elect to add to your Short Term Rental Plan by contacting SPOT and complying with any requirements of SPOT relative to such extension, or (c) if no Term is specifically stated in your Service Plan and if you have not selected a Short Term Rental Plan, a term of twelve (12) months starting on the date of service activation (in each case, the “Initial Plan Term”). Available Service Plans may include: (i) an annual plan with prepayment monthly prior to each month of Services (“Monthly Prepaid Plan”), (ii) an annual plan with prepayment for the entire year prior to each year of Services (“Annual Prepaid Plan”), (iii) a short term plan with prepayment for the entire term prior to commencement of Services (“Short Term Service Plan”), or (iv) a short term rental plan with prepayment for the entire rental term prior to commencement of Services (“Short Term Rental Plan”), all as further described in the applicable Service Plan.

**3.2 Renewal.**

**3.2.1 Renewal of Monthly Prepaid Plans.** At the end of the Initial Plan Term, the Monthly Prepaid Plan will automatically renew for additional one year terms (each a “Renewal Monthly Prepaid Plan Term”) with terms similar to the Monthly Service Plan at rates and charges that may be higher than the rates and charges during your Initial Plan Term or the prior Renewal Monthly Prepaid Plan Term, provided SPOT 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 Monthly Prepaid Plan Term under Section 3.4. Charges for any Renewal Monthly Prepaid Plan Term will be billed and paid monthly in advance.

**3.2.2 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 Annual Prepaid Plan Term” and together with a “Renewal Monthly Prepaid Plan Term”, 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 Annual Prepaid Plan Term, provided SPOT 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 Annual Prepaid Plan Term under Section 3.4. Charges for any Renewal Annual Prepaid Plan Term will be billed and paid yearly in advance.**

**3.3 Fees Non-Refundable.** Pre-paid Service Plan fees are non-refundable unless (i) SPOT cancels the service, provided none of the causes for termination under Section 3.6.2 exist, or (ii) you cancel your Service Plan under Section 3.4, provided none of the causes for termination under Section 3.6.2 exist, in which event you will receive a pro rata refund for airtime for the unused portion of the Service Plan. Pre-paid Service Plans may not be transferred to a third party account; however, upon your request, they may be transferred to another SPOT Product within your own account.

**3.4 Cancellation by You.** To cancel your Service Plan that is a Monthly Prepaid Plan or an Annual Prepaid Plan at the end of the Initial Plan Term, you must notify SPOT by calling customer service center at least 30 days prior to the end of your Initial Plan Term. During any Renewal Term, you may terminate your plan effective at the end of such Renewal Term provided you give notice to SPOT by calling the customer service center at least 30 days prior to the end of such Renewal Term. In addition to your termination rights provided above, if at any time SPOT gives notice to you in the manner provided in Section 1.1.3(i) 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 SPOT by calling the customer service center within 30 days of SPOT notifying you directly of the change or SPOT posting the change on the SPOT website, as applicable under Section 1.1.3(i), 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. If you have selected a Short Term Rental Plan, your reservation for a SPOT Product may be cancelled at any time prior to shipment of the SPOT Product to you by contacting SPOT; thereafter, the Short Term Rental Plan may not be cancelled. For purposes of this Section 3.4, to notify SPOT, please dial 866-OK1-SPOT (651-7768) (or any replacement phone number that is provided on the SPOT website) and provide your name, your address and the ESN from the SPOT Product for which you want to cancel Services. The ESN for most SPOT Products is located in the battery compartment, under the battery of your SPOT Product. Subscribers on monthly payment plans will be billed immediately for all remaining amounts due should they cancel their Service Plan prior to the expiration of its Initial Plan Term. Notwithstanding anything in the Agreement to the contrary, if you have selected a Short Term Service Plan, your Service Plan may not be cancelled once the SPOT Product has been activated.

**3.5 Changes to Services by SPOT or its Service Providers.** You agree that SPOT or its service providers, and third party providers/vendors (including, without limitation, Globalstar, GEOS, Global Satellite Engineering, Nation Safe Drivers) (collectively, the "**Service Providers**") may make changes to the Services in order to comply with applicable laws, to maintain or improve the Services or for any other business reasons, in their complete discretion, without notice to you and without liability for any changes in your ability to use the Services or the SPOT Products, including compatibility issues with the SPOT Products, as a result of such changes. Additionally, at any time, SPOT, in its sole discretion, may add or remove Service Providers or any third party providers/vendors hereunder. Such additional service providers and third party providers/vendors shall also have the ability to make changes to the Services as set forth above in this Section 3.5. Additionally, you acknowledge and agree that any such changes to the services, products, and associated or embedded software may result in changes to the Services, including decreased functionality and other limitations, such as compatibility issues with the SPOT Products. You acknowledge that such changes shall not result in liability for SPOT.

**3.6 Suspension or Termination by SPOT.**

**3.6.1** SPOT may suspend this Agreement and the provision of Services to you without notice and without terminating this Agreement if SPOT determines that your usage endangers people or property, your usage is in violation of applicable law or this Agreement or if your payment is returned or rejected.

**3.6.2** If you fail to pay any sum due for any Services or equipment purchased or rented from SPOT, or violate the terms, conditions, laws, rules or regulations governing the use of service, SPOT may reduce, suspend, or permanently terminate your Services and Service Plan, which reduction, suspension or termination may be without prior notice. SPOT may also terminate your Services and Service Plan if:

- (i) SPOT has not received your first payment by the due date on your first bill or payment is otherwise not made in a timely manner;
- (ii) SPOT determines that you are using Services in a manner which might adversely affect SPOT's service to others;
- (iii) you or another Service Provider notifies SPOT that your SPOT Product has been lost or stolen or has disappeared from your possession or control;
- (iv) a law enforcement agency notifies SPOT that probable cause exists to believe that you have used or will use Services in violation of or to violate the law, and requests action to protect the public's health, safety or welfare;
- (v) your SPOT Product's ESN and/or mobile text number has been duplicated or is otherwise associated or potentially associated with illegal or fraudulent use of service;
- (vi) another Service Provider notifies SPOT that your SPOT Product 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; or
- (vii) SPOT determines that your application for Services included information that was fraudulent, false or materially incomplete.

**3.6.3** If SPOT suspends this Agreement and the provision of Services for non-payment, SPOT may, at its sole option, reactivate Services under a Service Plan upon payment by you in full of the past due amount, including any interest associated with the late payment, and SPOT's then-current reactivation fee as published on the SPOT website.

**3.6.4** You agree that SPOT may terminate this Agreement and the provision of Services to you at any time without notice or liability to you and for any reason.

**3.7 Your Responsibility Post-Cancellation or Termination by SPOT.** Most SPOT Products can only transmit data; they cannot receive data. This means that SPOT cannot simply send a command to your SPOT Product to prevent it from sending data over the satellite network. THEREFORE, IF YOUR SERVICE IS CANCELED PURSUANT TO SECTION 3.4 OR TERMINATED PURSUANT TO SECTION 3.6, THEN YOU AGREE TO IMMEDIATELY DISABLE THE POWER SOURCE FROM YOUR SPOT PRODUCT (EITHER BY REMOVING THE BATTERIES OR THE POWER LINE). THIS ACTION IS NECESSARY TO ENSURE THAT YOUR SPOT PRODUCT NO LONGER SENDS INFORMATION OVER THE SATELLITE NETWORK. IF YOU FAIL TO DO SO, ADDITIONAL CHARGES WILL APPLY AND SPOT SHALL HAVE SUCH OTHER RIGHTS AND REMEDIES AGAINST YOU AS MAY BE AVAILABLE FOR SUCH FAILURE.

**3.8 Additional Charges.** Your cell phone service provider and/or internet provider may charge you or your recipients additional fees in relation to any messages, e-mails and/or data sent by you (collectively "Data Plan Fees"). Please familiarize yourself with any such applicable plans, services and associated fees before using your SPOT Product. You are responsible for any Data Plan Fees assessed by your cell phone service provider and/or internet provider.

#### **4. PAYMENT.**

**4.1 Timely Payments.** You agree to pay, on time, any applicable rates and charges, including, without limitation, activation, usage, cancellation, and disconnection fees, plus any applicable taxes, as provided in your Service Plan. The applicable currency for your region in which your Service Plan payments are due and payable is specified in Sections 11 through 14. If your plan is a Monthly Prepaid Plan, SPOT will send a monthly bill for Services prior to each month of Services, and if your plan is an Annual Prepaid Plan, SPOT will send an annual bill for Services prior to the year of Services. If your plan is a Short Term Service Plan, payment will be due in full at the time of activation of the SPOT Product. If your plan is a Short Term Rental Plan, payment will be due in full at the time that you schedule your rental of the SPOT Product.

**4.2 Late Payments.** If your plan is a Monthly Prepaid Plan or an Annual Prepaid Plan, you agree to pay SPOT a late charge at SPOT's then-current late payment rate as published on the SPOT website if your bill is not paid within ten (10) days after the due date. Currently, the late payment rate is the lesser of (i) 1.5% per month or (ii) the maximum legal rate. Payments not received within ten (10) days after the due date will accrue interest from and after the due date through the date of payment and will be billed on subsequent invoices and statements. SPOT may refer delinquent accounts to attorneys and/or collection agencies. To the full extent allowed by law, you agree to pay or reimburse 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.

**4.3 Promotions.** If you use a promotion code for your purchase or rental, you certify that you qualify for the applicable promotion. You agree to the terms of the promotion, including any time limitations, and you agree to provide your credit card information for any additional services and to extend the Services beyond the promotional period.

**4.4 Data Transmission / No Credits.** Data transmissions rely on satellite communication systems, which are subject to the limitations described in Section 1.3. Due to these limitations, 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 nor shall SPOT be liable for any damages that may result from any dropped data transmission of any type. Any metrics or other statistical information provided by SPOT regarding data transmissions are provided on a global basis and may not apply to your individual circumstances.

**4.5 Taxes.** Your Service Plan price for the Services 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.

**4.6 Credit Approval / Credit Card Trial Authorization.** Initiation or continuation of the Services 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. 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, SPOT may not allow you to participate in a Monthly Prepaid Plan. Instead, SPOT 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. SPOT may decline any credit card transaction. SPOT may seek authorization of your credit card account prior to your first activation/purchase/rental to validate that you can charge the applicable fees to access the Services, 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 SPOT to charge a credit card trial authorization for the fees associated with your subscription, you are authorizing SPOT 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 SPOT of the new replacement card account) for all fees or charges associated with your subscription/rental including any renewal fees. You authorize the card issuer to pay any amounts described herein and authorize SPOT, or any other company that acts as a billing agent for SPOT, to continue to attempt to charge all sums described herein to your credit card account until such amounts are paid in full.

**4.7 Credit Card Authorization.** BY AUTHORIZING SPOT 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, AND 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. SPOT SHALL HAVE THE RIGHT TO CONTINUE TO MONITOR YOUR CREDIT RATING AND CREDIT HISTORY DURING THE TERM. FURTHER, YOU AUTHORIZE SPOT OR THE AFFILIATE COMPANY IDENTIFIED FOR YOUR REGION IN SECTIONS 12 AND 13 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 3.4.

**4.8 E-commerce Purchases and Rentals.** If you purchased or rented your SPOT Product and/or purchased your service certificates on the SPOT website, the SPOT e-commerce cart provided you with an estimate of the approximate charges based on the SPOT Product(s) and/or accessories purchased or rented, as applicable. However, the taxes you will be/have been charged are the actual taxes applicable for your location based on the SPOT Product(s) and/or accessories purchased or rented, as applicable. SPOT will post this actual tax amount, which may be more or less than the estimated taxes, to your account, and you are responsible for payment of such additional amount.

**4.9 Returns.** If you purchased your SPOT Product and you need information on how to return an unopened SPOT Product and/or accessories purchased from the SPOT website and/or unused service certificates, please see the Return & Shipping Policy section of the SPOT website for full information on returns and shipping, as well as general information.

**4.10 Network Maintenance Fee.** For Annual Prepaid Plans and Monthly Prepaid Plans, the Network Maintenance Fee is a monthly or annual charge of a set amount that applies to certain Service Plans offered by SPOT. If the Network Maintenance Fee applies to your Service Plan, it will be set forth in your Service Plan.

## **5. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.**

**5.1 Limited Warranty for the SPOT Product.** THE LIMITED WARRANTY ACCOMPANYING YOUR SPOT PRODUCT IS THE ONLY WARRANTY PROVIDED IN RELATION TO YOUR SPOT PRODUCT. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SPOT PRODUCT IS AT YOUR SOLE RISK OTHER THAN SUCH LIMITED WARRANTY. EXCEPT AS SPECIFIED IN THE LIMITED WARRANTY, SPOT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES FOR YOUR SPOT PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES REGARDING THE CONDITION, DESIGN, SPECIFICATIONS, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF YOUR SPOT PRODUCT, OR ANY WARRANTIES YOUR SPOT PRODUCT IS FREE FROM LATENT DEFECTS OR DEFICIENCIES, OR THAT YOUR SPOT PRODUCT 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 SPOT OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE LIMITED WARRANTY. THE PRODUCT DOCUMENTATION, INCLUDING ALL DOCUMENTATION INCORPORATED BY REFERENCE HEREIN, SUCH AS DOCUMENTATION PROVIDED OR MADE AVAILABLE AT THE SPOT WEBSITE, IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT CONDITION, ENDORSEMENT, REPRESENTATION OR WARRANTY OF ANY KIND BY SPOT OR ITS AFFILIATES. SPOT ASSUMES 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 LIMITED WARRANTY 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, SPOT LIMITS THE DURATION OF ANY IMPLIED WARRANTIES TO THE DURATION OF THE LIMITED WARRANTY FOR THE APPLICABLE SPOT PRODUCT.

THE TERMS AND CONDITIONS OF THE APPLICABLE LIMITED WARRANTY FOR YOUR SPOT PRODUCT MAY BE UPDATED BY SPOT AT ANY TIME AND WITHOUT NOTICE. IF THERE IS ANY CONFLICT BETWEEN THE TERMS CONTAINED IN THIS AGREEMENT AND THE TERMS CONTAINED AT [HTTP://WWW.FINDMESPOT.COM/WARRANTY](http://www.findmespot.com/warranty), THEN THE TERMS CONTAINED AT [HTTP://WWW.FINDMESPOT.COM/WARRANTY](http://www.findmespot.com/warranty) SHALL SUPERSEDE AND REPLACE THE TERMS CONTAINED IN THIS AGREEMENT.

**5.2 Disclaimer of Warranty for the Services and Software.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES AND ANY ASSOCIATED OR EMBEDDED SOFTWARE (PROVIDED BY SPOT, THE SERVICE PROVIDERS, OR ANY OTHER THIRD PARTY SOFTWARE PROVIDERS) IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY ASSOCIATED OR EMBEDDED 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 SERVICES AND/OR ANY ASSOCIATED OR EMBEDDED 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 SPOT AND ALL SERVICE PROVIDERS TO THE FULLEST EXTENT PERMITTED BY LAW. SPOT AND SUCH SERVICE PROVIDERS MAKE NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR ACCURACY OF THE SERVICES, ANY ASSOCIATED OR EMBEDDED SOFTWARE, OR IN RELATION TO AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE SATELLITE SYSTEMS USED BY THE SPOT PRODUCT TO TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNALS AND/OR HELP TRANSMISSIONS FOR SERVICE PROVIDER ASSISTANCE. SPOT 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 ANY OF THEIR RESPECTIVE AUTHORIZED REPRESENTATIVE(S) SHALL CREATE A WARRANTY. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PRODUCT OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM USE OF THE 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. LIMITATION OF LIABILITY.**

**6.1** TO THE FULLEST EXTENT PERMITTED BY LAW, SPOT AND ITS SERVICE PROVIDERS, (INCLUDING THIRD PARTY SOFTWARE 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 SPOT PRODUCT OR SERVICES (INCLUDING ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE THE SERVICES) OR ITS USE BY YOU OR BY ANOTHER PERSON WHETHER OR NOT AUTHORIZED BY YOU TO UTILIZE THE SERVICES. SPOT AND ITS 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 SATELLITE SYSTEMS OR THE SERVICES WHETHER PROVIDED BY SPOT OR ITS SERVICE PROVIDERS, INCLUDING, WITHOUT LIMITATION, ANY FAILURE OR DELAY IN THE PROVISION OF SERVICES CAUSED BY:

6.1.1 MATTERS OUTSIDE OF SPOT'S OR ITS 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

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

6.1.3 FAILURE, DELAY OR INACCURACY OF THE SPOT PRODUCT TO PROCESS AND/OR TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNAL(S), SERVICE PROVIDER HELP TRANSMISSIONS, AND/OR LOCATION COORDINATES, TO THE GLOBALSTAR SATELLITE SYSTEM; OR

6.1.4 FAILURE OF OR DELAY IN THE GLOBALSTAR SATELLITE SYSTEM AND/OR GROUND STATIONS TO PROCESS DATA TRANSMISSIONS, INCLUDING BUT NOT LIMITED TO SOS EMERGENCY SIGNAL(S), SERVICE PROVIDER HELP TRANSMISSIONS, LOCATION COORDINATES, PREPROGRAMMED MESSAGES AND/OR THIRD PARTY MAPPING SOLUTION PROVIDERS AND DISPLAYS, AND TO TRANSMIT SUCH TRANSMISSIONS TO THE IDENTIFIED POINTS OF CONTACT AND/OR IERCC AS APPROPRIATE; OR

6.1.5 FAILURE OF OR DELAY IN YOUR E-MAIL OR CELLPHONE PROVIDER TO TRANSMIT THE MESSAGE TO YOU, OR FAILURE OF OR DELAY IN THE IERCC RESPONDING TO SOS EMERGENCY SIGNAL(S), OR FAILURE OR DELAY OF THE SERVICE PROVIDER (E.G. NATION SAFE DRIVERS) IN RESPONDING TO THE HELP TRANSMISSION; OR

6.1.6 FAILURE OF OR DELAY IN ANY EQUIPMENT TO TRANSMIT ANY SPOT MESSAGE(S) TO THE SPOT COMMUNICATOR; OR

6.1.7 FAILURE OF OR DELAY IN YOUR SMARTPHONE TO TRANSMIT ANY SPOT MESSAGE(S) TO THE SPOT CONNECT; OR

6.1.8 FAILURE OF OR DELAY ON BEHALF OF THE SPOT SERVICE PROVIDERS TO PERFORM THE APPLICABLE SERVICES FOR WHICH EACH IS CONTRACTED; OR

6.1.9 FAILURE TO OBTAIN A CLEAR LINE OF SIGHT TOWARD THE SATELLITE SYSTEMS; OR

6.1.10 FAILURE TO PROPERLY INSTALL OR CONFIGURE THE SPOT PRODUCTS; OR

6.1.11 FAILURE OF SPOT OR ITS SERVICE PROVIDERS TO PROVIDE THE SERVICE(S), INCLUDING SOS EMERGENCY SERVICES, DUE TO THE SERVICE(S) HAVING BEEN CANCELLED PURSUANT TO SECTIONS 2.3.1, 3.4 OR 3.6; OR

6.1.12 FAILURE OR NON-COMPATIBILITY OF SPOT PRODUCTS WITH SMARTPHONE OPERATING SYSTEMS, AND THIRD PARTY ASSOCIATED OR EMBEDDED SOFTWARE; OR

6.1.13 FAILURE OR INADEQUACY OF POWER SUPPLY FOR SPOT PRODUCTS AND/OR ASSOCIATED PRODUCTS (INCLUDING THE DELORME EARTHMATE PN-60W GPS, THIRD-PARTY ACCESSORIES AND SMARTPHONES).

6.2 IN NO EVENT SHALL THE TOTAL, MAXIMUM, AGGREGATE LIABILITY OF SPOT AND ITS SERVICE PROVIDERS FOR ALL CLAIMS UNDER A SERVICE PLAN ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR SERVICES UNDER A SERVICE PLAN DURING THE 12 MONTHS PRECEDING THE CLAIM.

6.3 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 SPOT PRODUCT.

7.1 **Your SPOT Product.** All SPOT Products are manufactured for Spot LLC, headquartered at 1351 Holiday Square Blvd., Covington, Louisiana 70433.

7.2 **Copyrights, Intellectual Property, Patents and Documentation.** All SPOT Products and SPOT Services, and all content (including software, photographs, graphs, videos, graphics and music or sounds) included with the SPOT Products, SPOT Services, or referenced in SPOT Product or Services documentation, are protected by copyright, trademark, patent or other proprietary rights ("**Intellectual Property**") of SPOT or other parties. As between you and SPOT, you agree that SPOT owns all Intellectual Property in your SPOT Product, SPOT Services and SPOT 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 SPOT Product and Services can be found at the SPOT website. **THE TERMS AND CONDITIONS OF THE SPOT WEBSITE'S INTELLECTUAL PROPERTY POLICY FORMS PART OF THIS AGREEMENT AND MAY BE UPDATED**

**BY SPOT 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 SPOT content, in whole or in part, without SPOT's written permission. SPOT Products, SPOT Services, and the SPOT Product and Services documentation may reference various trademarks, names or brands, owned by SPOT 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. All SPOT Products described herein are the products of Spot LLC, which is not affiliated in any manner with Spot Image of Toulouse, France or Spot Image Corporation of Chantilly, Virginia.

**7.3 Software License.** The software (including firmware) included in your SPOT Product is licensed to you, not sold. You are granted a limited, non-transferable, non-exclusive license to use the software in connection with your use of your SPOT Product in accordance with the Agreement. If your SPOT Product requires that you agree to a separate End User License Agreement, then you agree to be bound by the terms of the End User License Agreement. This End User License Agreement can be found on the SPOT website. Additionally, you acknowledge and agree that your use of the Services and/or the SPOT Products may involve the use of third party associated or embedded software. Use of such third party software in connection with the Services and/or the SPOT Products will be governed by such third party licenses and any terms and conditions of use related thereto. You should carefully review the applicable policies governing such terms and conditions of use related to such software, including any data and privacy policies, and other policies related to third party use and collection of content and information.

**7.4 Support and Customer Service.** You can find more information about your SPOT Product and the Services at the SPOT website, in your Service Plan or by contacting SPOT Customer Service at [customerservice@findmespot.com](mailto:customerservice@findmespot.com) or via phone at 866-OK1-SPOT (651-7768).

## **8. YOUR OBLIGATIONS.**

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

**8.2 Use of SPOT Trace. YOU AGREE THAT SPOT TRACE IS DESIGNED, AND SHOULD BE USED, FOR ASSET TRACKING ONLY. SPOT TRACE SHOULD NOT BE OPERATED WHILE ATTACHED TO THE HUMAN BODY.**

**8.3 Use.** Your Service Plan is for personal, recreational, non-commercial and certain commercial uses. You shall not sell, rent, lease or otherwise charge for the SPOT Product and/or the Services or any information or services associated with or derived from the SPOT Product and/or the Services. The exceptions are the approved commercial uses described in Section 8.4 herein and pursuant to the restrictions in Sections 8.5 and 8.6 and additional obligations described in Sections 8.4 and 8.7.

**8.4 Authorized Commercial Use.** In addition to your non-commercial use, SPOT has approved certain commercial uses under your Service Plan. If you engage in a permitted commercial use, you agree to maintain requisite liability insurance for bodily injury and property damage in amounts consistent with industry standards and regional norms and to indemnify SPOT and the Service Providers against any claims, loss or damages caused or incurred by your authorized users. You are also responsible for the compliance with this Agreement by your authorized users. In addition to authorized commercial uses, SPOT may approve additional uses on a case-by-case basis. Separate price plans may apply. Please contact SPOT at 866-OK1-SPOT (651-7768) or [customerservice@findmespot.com](mailto:customerservice@findmespot.com) if you have questions about utilizing your SPOT Product for commercial use.

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

**8.6 Misuse.** You agree that you will not use the Services or the SPOT Product (i) to abuse or misuse any Services; (ii) to send messages that are offensive, defamatory, abusive or obscene or intended to harass; (iii) to transmit viruses or other disabling, damaging or harmful code; (iv) for any purpose in violation of the Agreement or law; (v) in any manner that infringes or misappropriates third party rights; or (vi) in any manner which overloads or unreasonably interferes with the Services or the Satellite Systems. You agree to use the Services only with the SPOT Product 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, and SPOT may exercise all other remedies available.

**8.7 Authorized Users.** You are solely responsible, and assume any liability, for any user authorized by you to utilize the SPOT Product and/or the Services. You are also responsible for the compliance with this Agreement by your authorized users. In addition, you agree to pass usage instructions and Service Plan terms and conditions to all of your authorized users. Some optional services such as the SAR Membership are only available to the primary, registered user. You must carefully read the applicable terms for any such optional/bundled service to see if restrictions apply.

**8.8 Lost, Stolen or Destroyed SPOT Products.** You are responsible for use by anyone else of your SPOT Product, and you will immediately contact SPOT at 866-OK1-SPOT (651-7768) or [customerservice@findmespot.com](mailto:customerservice@findmespot.com) if your SPOT Product is lost, stolen or destroyed. You are responsible for the cost of replacing your SPOT Product and for all fees and charges incurred before you notify us and for two hours thereafter. Additionally, for any rented SPOT Product, the Service Plan will provide the charges you owe for any SPOT Product that is not returned on time, that is damaged upon return, and/or that is not functioning properly upon return.

**8.9 Indemnity.** To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless SPOT, the Service Providers, and third party software providers, and each of their affiliates, licensors, licensees, and suppliers and their respective directors, officers, shareholders, members, employees, representatives and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with (i) your or anyone's use of your SPOT Product, the Services and any associated or embedded software (third party or otherwise), (ii) any breach of any of the terms and conditions of this Agreement, (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.

## **9. SPOT User Account, Websites.**



**9.1 SPOT Websites.** Your use of the SPOT websites, including the SPOT Shared Pages, <http://www.findmespot.com>, and your SPOT user account and/or any microsite applicable to your region, including the use of the SMS and/or e-mail messages, is governed by the terms and conditions of use contained on each such website. Additionally, your use of the foregoing websites, pages, microsities and messages may also utilize third party mapping solution features and third party associated or embedded software, the use of which is governed by the terms and conditions of use contained on each such third party website, and the General Public License governing the use of the embedded open source software.

**9.2 Complete and Accurate Information.** You acknowledge and accept that the information required in your SPOT user account, including your Registration Data, contact information, designated contacts, social connectivity settings, supported service options and pre-programmed messages, is essential for proper provision of the 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 SPOT 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 SPOT message prior to sending it. Please contact customer care for assistance.

**9.3 Synchronization of Data.** If you have a device that allows synchronization, you acknowledge that it is your sole responsibility to ensure that you have followed the synchronization process outlined in your User Guide to export any updates and/or changes to your Registration Data, contact information, designated contacts, social connectivity settings, supported service options and pre-programmed messages from your SPOT account to your device.

**9.4 Content License from You.** You agree that you are solely responsible for (and that SPOT has no responsibility to you or to any third party for) any content that you create, transmit or display while using the Services and any associated or embedded software and for the consequences of your actions by doing so. You acknowledge that the SPOT messages may include your location information. You acknowledge and agree that by submitting, posting or displaying the content you give SPOT 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 Services and any associated or embedded software. Furthermore, you agree that this license includes a right for SPOT to make such content available to other companies, organizations or individuals as required for the provision of the Services, including [www.geocaching.com](http://www.geocaching.com), certain Service Providers and third party providers/vendors, and/or any social connectivity sites designated by you. In order to provide the Services, SPOT may be required to transmit or distribute your content over various public networks and in various media. SPOT may also be required to make changes to your content if so required by the technical requirements of connecting networks, devices, services, associated or embedded software, and/or media. Additionally, the use and/or collection of certain content and information by third party software providers may be subject to additional terms and conditions and policies, as discussed in Section 7.3.

**9.5 Third Party Licenses and Content.** If, as part of your use of the Services and any associated or embedded 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 SPOT or its licensors. Third party product and service information are the sole responsibility of each individual third party vendor. 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 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 SPOT. SPOT neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information or statement by anyone other than authorized SPOT employees acting in their official capacities. You understand and acknowledge that SPOT is not responsible for and does not monitor third party content for accuracy or reliability.

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

**9.7 Privacy, Data Protection.** SPOT is committed to maintaining your private information. In order to access the Services, you will be required to provide information about yourself (such as identification or contact details). You agree that any registration information you give to SPOT 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 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 SPOT. SPOT will keep your personal data confidential, provided however that SPOT 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. SPOT may also provide your information to any SPOT Service Provider, such as Nation Safe Drivers, that is required for the SPOT Service Provider to provide your service, including your name, registration information, location and message history. 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 collect information about your transmissions, including location, to monitor service quality; however, SPOT 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, SPOT may provide your tracking messages per your selections. SPOT may provide your billing information to its parent company and subsidiaries if required for provision of the 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, SPOT 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 SPOT 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 SPOT's collection, use and disclosure of your personal information as set out in this Section 9.7. You also consent to the privacy policies listed at the SPOT website and <http://www.findmespot.com> pertaining to your use of those websites.

**9.8 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 SPOT Shared Pages, the SPOT website and/or <http://www.findmespot.com> are those of the respective authors and not of SPOT. SPOT neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information or statement made on SPOT Shared Pages and/or the SPOT website by anyone other than authorized SPOT employees acting in their official capacities. You understand and acknowledge that SPOT is not responsible for and does not monitor third party content for accuracy or reliability.

## 10. GENERAL

**10.1 Commercial Items / US Government Restricted Rights.** The SPOT Products, any associated software and/or documentation have been developed entirely with private funds. The use of any SPOT Product and any associated software and related documentation by any entity of the United States Government is restricted by the terms of this Agreement. SPOT Products, any associated software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as specified under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users only as Commercial Items and with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

**10.2 Compliance with U.S. Export Regulations.** The SPOT Product 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 SPOT Product 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 SPOT Product 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.

**10.3 GOVERNING LAW AND BINDING ARBITRATION. UNLESS OTHERWISE SPECIFIED IN SECTIONS 11 THROUGH 14, THIS 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 THIS AGREEMENT OR THE PRODUCTS OR SERVICES SPOT 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 SPOT 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 SPOT 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 SPOT 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.**

This binding arbitration provision applies to any and all Claims that you have against SPOT, its affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that SPOT 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.

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).

**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.**

Any arbitration hearing that you attend shall be held at a location which is reasonably convenient to you and SPOT as mutually agreed upon in writing. In the event you and SPOT 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.

This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, and the relationship between you and SPOT 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.

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, unless a different forum is expressly set forth under Sections 11 through 14. 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.**

**10.4 Official Language.** The parties expressly request that this Agreement and any document related thereto be drafted in the English language. / Les parties requièrent expressément que le présent contrat et tous les documents y afférents soient rédigés en langue anglaise. (French)

/ Los partidos expreso piden que este acuerdo y relativo al documento además estén elaborados en la lengua inglesa. (Spanish) / Die Parteien fordern ausdrücklich, dass diese Vereinbarung und irgendwie dokumentabhängige dazu in der englischen Sprache gezeichnet werden. (German) / I partiti espressamente chiedono che questi accordo ed affatto inerente ai documenti a ciò be sono disegnati nella lingua inglese (Italian) / Os partidos pedem expressa que estes acordo e relativo ao documento estejam esboçados a isso na língua inglesa. (Portuguese) / De partijen verzoeken uitdrukkelijk om dat deze daaraan verwante Overeenkomst en om het even welk document in Engelstaig worden opgesteld. (Dutch) / Τα συμβαλλόμενα μέρη ρητώς ζητούν να συνταχθούν αυτή η συμφωνία και οποιοδήποτε έγγραφο σχετικές επιπλέον στη αγγλική γλώσσα. (Greek) / 党は明白にこの一致および文書が英語でそれに起草されるように関連しているように要求する。 (Japanese) / 당은 급행으로 이 계약 및 어떤 문서든지 영어에서 다시 설계도가 그려진다는 것을 관련되었다는 것을 요구한다. (Korean) / Партии курьерски спрашивают, чтобы это согласование и любой документ отнесли к тому были начерчены в английском языке. (Russian). If you have been provided with a translation of the English language version of the General Terms or any other document forming part of the Agreement, this was done for your convenience only. You agree that the translation is provided for your convenience only and that the English language versions of these General Terms or the other document forming part of the Agreement, as applicable, will govern your relationship with SPOT. If there is any contradiction between what the English language version of these General Terms or the English language version of any other document forming part of the Agreement say and what a translation says, then the English language version shall take precedence.

**10.5 Notices.** Except as specified in Sections 11 through 14, all legal notices to SPOT must be sent to: [notices@findmespot.com](mailto:notices@findmespot.com) or to Spot LLC, 1351 Holiday Square Blvd., Covington, Louisiana 70433, Attn: Legal. For questions or concerns, please contact SPOT at [customerservice@findmespot.com](mailto:customerservice@findmespot.com) or 866-OK1-SPOT (651-7768) or such other contact information as may be posted on <http://www.findmespot.com> from time to time.

**10.6 Entire Agreement.** This Agreement (including the Service 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. Any headings are provided for convenience only.

**10.7 No Waiver, Survival.** 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. 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. This Agreement shall not be deemed to create any rights in favor of any third parties or any obligations of SPOT to any third parties.

**10.8 Assignment.** 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.

**10.9 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.

**10.10 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 SPOT for assistance. Please allow adequate time for a SPOT response.

**11. ADDITIONAL TERMS THAT APPLY TO CUSTOMERS IN THE UNITED STATES OR CANADA.** This language applies to customers whose billing address is located within the United States of America or Canada. Your Services shall be billed in United States Dollars.

**12. ADDITIONAL TERMS THAT APPLY TO CUSTOMERS IN EUROPE.** This Section 12 applies to customers whose billing address is located within Europe, including the United Kingdom and all countries of the European Union, including but not limited to, Albania, Algeria, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Holy See (Vatican City State), Hungary, Iceland, Ireland, Italy, Latvia, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Mauritania, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Moldova, Romania, San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, Western Sahara. In these countries, the reference to "SPOT" in the Agreement shall be read as referring to the SPOT affiliated company, Globalstar Europe Satellite Services, Ltd., an Ireland company. Your Services shall be billed in Euros.

**13. ADDITIONAL TERMS THAT APPLY TO CUSTOMERS IN BRAZIL.** This language applies to customers whose billing address is located within Brazil. For Brazilian customers, the reference to "SPOT" in the Agreement shall be read as referring to Globalstar do Brasil, S.A., a Brazil company, with headquarters at Rua Visconde de Ouro Preto nº5/9ºandar, na cidade do Rio de Janeiro, inscrita no CNPJ sob o nº 02.231.030/001-34. Your Services shall be billed in Reals. Any charges listed elsewhere in this Agreement in USD or Euro shall be converted from the USD amount specified into Reals in accordance with the applicable exchange rate. The applicable governing law and jurisdiction for any disputes shall be the Rio De Janeiro, Estado do Rio de Janeiro

**14. ADDITIONAL TERMS THAT APPLY TO SPOT INTERNATIONAL CUSTOMERS.** This Section 14 applies to customers whose billing address is located in any country not previously identified in Sections 11, 12, or 13 above. In these countries, the reference to "SPOT" in the above Service Plan Terms and Conditions shall be read as referring to Spot LLC, a Colorado, USA company. Services shall be billed in United States Dollars.

Should you have any questions concerning this Agreement, or if you desire to contact SPOT for any reason, please visit the SPOT website, or contact SPOT Customer Service via e-mail at [customerservice@findmespot.com](mailto:customerservice@findmespot.com) or via toll-free phone at 866-OK1-SPOT (651-7768).