

Spot Inc.
SPOT™ SATELLITE MESSENGER AGREEMENT

General Terms and Conditions

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY USING THE SPOT™ SATELLITE PERSONAL TRACKER ("SPOT™ MESSENGER) AND THIS SERVICE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR, THE LIMITATIONS ON USE AND SERVICE CONTAINED IN SECTION 1, 5 AND 11, WARRANTY IN SECTION 10, AND SPECIFIC EXCEPTIONS CONTAINED IN 2, 8 AND 9. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THE SPOT™ MESSENGER. YOU MAY, WITH THE PROOF OF PURCHASE, RETURN THE SPOT™ MESSENGER TO THE LOCATION FROM WHICH IT WAS PURCHASED.

The SPOT™ Messenger Service Agreement ("Agreement") between you and Spot Inc. ("SPOT") consists of the Service Plan ("Plan") to which you subscribed, these General Terms and Conditions ("General Terms"), and any addenda that have been included with these General Terms. The Agreement period ("Term") starts when you first use the Satellite Personal Tracker service ("Service") described in the Plan. SPOT may change the General Terms or pricing for the Service if its terms for obtaining the Service change or if SPOT believes a change is beneficial for conducting its business. When SPOT makes changes, SPOT will give notice to you by posting the changed General Terms on the SPOT website: <http://www.FindMeSpot.com>. SPOT may also notify you directly of a change, but SPOT is not obligated to do so unless the change is a price increase. You accept ongoing responsibility for being fully informed of the changing content of the SPOT website, including without limitation changes in the General Terms and the Plan. If SPOT makes changes that are not acceptable to you, you may terminate the Agreement without charge by giving written notice of termination to SPOT within 30 days after the date the unacceptable change was posted. If you do not give written notice within 30 days, you accept the change, effective on the date of its posting.

1. CONDITIONS AND LIMITATIONS OF SERVICE.

You understand and agree that:

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

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

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

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

1.5 You will read your SPOT™ Messenger User Manual carefully for instructions on using your SPOT™ Messenger.

2. EMERGENCY SERVICES.

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

2.2 Provision of 9-1-1 Emergency Services is subject to the terms of this agreement, including the Section 9 Limitations. SPOT intends that the ECC will be available at all times in all locations where your SPOT™ Messenger works; however, it is possible that at some times and some locations, the ECC will not receive your transmission or that your transmission will be delayed. You are solely responsible for any charges that may be assessed by emergency responders for either false 9-1-1 emergency signals and/or in relation to search and rescue activities resulting from you or your authorized users transmission of a 9-1-1 Emergency Signal. In addition, GEOS reserves the right to assess a one-hundred dollar (\$100.00 USD) fee in the case of deliberate or negligent misuse for the 9-1-1 Emergency Services. If you purchase the optional Search and Rescue Service, such Search and Rescue services shall be subject to the terms of your separate agreement with GEOS.

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3. SERVICE PLAN.

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

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

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

3.4 Your Plan is for personal, recreational or non-commercial use only. This means you may not sell, rent, lease or otherwise charge for the SPOT Satellite Messenger and/or Service or any information or services associated with or derived from the SPOT Satellite Messenger and/or Service. Separate price plans are available for commercial use. Additional terms and conditions shall apply for commercial use.

4. PAYMENT.

4.1 You agree to pay, on time, any applicable activation, monthly service, service usage, cancellation, and disconnection fees, plus any applicable taxes, as provided in your Plan. SPOT will bill your credit card prior to each service term in accordance with the terms of your Plan. This bill is due and payable upon receipt in U.S. Dollars. If your plan specifies monthly billing, then the monthly recurring charges are billed monthly in advance.

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

5. DATA TRANSMISSION/CREDITS.

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

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

6. TAXES.

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

7. CREDIT APPROVAL/CREDIT CARDS.

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

7.2 Foreign credit cards will be accepted only after verification has been done with the issuing bank. If you are a foreign customer or a customer without established credit, SPOT may not allow you to participate in a Plan with Monthly pre-payment. Instead, SPOT may require that you prepay the first full year. Verification of foreign credit cards may delay order processing. SPOT may decline any credit card transaction.

8. DISCLAIMER OF WARRANTY

8.1 THE LIMITED WARRANTY ACCOMPANYING YOUR PRODUCT IS THE ONLY WARRANTY PROVIDED IN RELATION TO YOUR SPOT™ MESSENGER AND SERVICE. THE SERVICE IS PROVIDED 'AS IS' AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) ARE HEREBY EXPRESSLY EXCLUDED FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

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

9. LIMITATION OF LIABILITY

9.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SPOT AND ITS SERVICE PROVIDERS, INCLUDING GLOBALSTAR AND GEOS, HEREBY EXPRESSLY EXCLUDE LIABILITY FOR ANY DAMAGES OR CLAIMS, INCLUDING INJURY OR DEATH, AND ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS, DAMAGE, COSTS OR EXPENSES WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF THIS SERVICE (INCLUDING ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE THE SERVICE) OR ITS USE BY YOU OR SOMEONE AUTHORIZED BY YOU TO UTILIZE THE SERVICE.

9.2 SPOT EXCLUDES 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 OF OMISSIONS OF THIRD PARTY PROVIDERS, INCLUDING GLOBALSTAR AND GEOS, FOR ANY FAULTS, FAILURES OR INADEQUACIES OF THE SATELLITE SYSTEM, THIS SERVICE OR THE 9-1-1 EMERGENCY MONITORING AND RESPONSE PROVIDED BY GEOS.

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

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

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

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

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

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

9.4 IN NO EVENT SHALL SPOT'S LIABILITY EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY YOU.

10. OPTIONAL SERVICES.

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

10.2 Optional Search and Rescue Membership Provided by Geos. You acknowledge that should you choose to purchase the option Search and Rescue Service provided by GEOS, that such contract will be directly between you and GEOS, and that SPOT is not a party and in no way liable to you for any issues or claims that may arise in connection with such optional Search and Rescue Service. The optional GEOS Private Search and Rescue Membership is billed on an annual basis and will cover up to \$100,000 of costs per year for additional (private) Search and Rescue in the event that such additional resources are necessary for your safety. GEOS has contracted with a major insurance underwriter (currently Lloyd's of London) to underwrite this policy.

11. FOREIGN LICENSING.

If you intend to operate your SPOT™ Messenger while in a foreign country or territories, you are responsible for obtaining any and all licensing or approvals that may be required to operate there. Generally, foreign countries allow you to bring your SPOT™ Messenger in, use it, and take it out with you without any license or approval.

12. ACCURACY OF DATA REGISTRATION AND SPOT WEBSITE USE

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

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

13. PRIVACY – DATA PROTECTION

SPOT has a firm commitment to maintaining your privacy. SPOT shall keep your personal data private and confidential, provided however that SPOT shall provide such information to GEOS, the ECC provider, and that GEOS may provide such information as required to emergency responders in the event that you or a user authorized by you triggers a 9-1-1 Emergency Signal. 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. With the exception of aggregated information, billing information or GEOS, SPOT shall not sell or otherwise pass your personal information to third parties, except if required by law or pertinent to judicial or governmental investigations or proceedings or if we consider it necessary to do so to prevent risk of death or serious personal injury to you or others. There are no other circumstances under which we will provide or sell personal information to third parties.

14. GOVERNING LAW AND ARBITRATION.

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

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

****SEPARATE LANGUAGE TO BE INCLUDED AT TIME THEY ENTER THEIR CREDIT CARD BILLING INFORMATION****

BY AUTHORIZING SPOT, INC. TO DEBIT YOUR CREDIT CARD, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND WILL BE BOUND BY ALL THE TERMS AND CONDITIONS BELOW.