GLOBALSTAR USA
Satellite Service Agreement

Date:

Time:

Deep Sea Outfitters Ltd.™
430 Montauk Highway
Lindenhurst, NY 11757
Dealer #: 2SUFO
Fax #: 631-957-6938

Distributor ID: _____ Distributor Name: _____ Lead # (if applicable): _____

Sales Professional Name: _____ Sales ID #(Optional): _____

Salesperson Phone: _____ Fax or E-mail: _____

Existing Globalstar USA Account or Satellite Phone #: _____

BILLING RESPONSIBILITY ☐ GSA ☐ Consumer ☐ Business/Government (non-GSA)

Billing Contact First _____ Middle _____ Last Name: _____

Business Name: _____

PHYSICAL ADDRESS

Street Address: _____ **City:** _____

State/Prov./Is: _____ ZIP/Postal: _____ Country: _____

BILLING ADDRESS: ☐ **Same as above** ☐ **Federal Tax Exempt** (must provide documentation)

Street Address: _____ City: _____

State/Prov./Is: _____ ZIP/Postal: _____ Country: _____

Business Phone: _____ Home Phone: _____ Fax: _____

Date of Birth: _____ **Social Security/Tax ID #:** _____

Driver's License/ID/Passport (circle one) #: _____

Employer: _____ Industry Segment: _____

E-mail address: _____ Reason for purchase: _____

(Email address is mandatory to use the Quick Locate Service)

How did you hear about us? ☐ Web Site ☐ Advertisement ☐ Direct Mail ☐ Trade Show ☐ Friend ☐ Other _____

ACTIVATION INFORMATION

SERVICE TERMS: 12 months (except GSA) Quick Locate ESN: _____

Globalstar Phone Number: _____ ESN: _____

Service Plan Name: _____ Phone User's Name: _____

☐ FREE Voice Mail ($7.95/mo on select plans see rate sheet) ☐ VM Time Zone: _____

Promotion Information Notes: _____

There is no monthly access charge for call forwarding services. Usage will be rated at $0.15/min USD plus applicable international long distance charges.

☐ **FAX SERVICE (1600)** **One Time/$50 - $39.95/Month**

☐ **FAX SERVICE (2900)** **One Time/$50 - $39.95/Month** Activation Dept. Use Only

☐ **QUICK LOCATE SERVICE (Simplex) One Time/$35 - $34.95/Month** ☐ Sentinel ☐ AXTracker

(Please provide email address in Billing Address above)

☐ **TEXT E-MAIL VIA FAX OPTION — FREE** E-mail Address / Activation Dept. Use Only

USING E-MAIL VIA FAX MAY GENERATE SPAM. GLOBALSTAR USA IS NOT RESPONSIBLE FOR SUBSCRIBER'S USE OF THIS OPTION.

SERVICE PAYMENT INFORMATION (*Billing & Payments in U.S. Dollars*)

☐ Automatic Credit Card (Preferred) ☐ Standard Billing P.O. Number if applicable: _____

Card Number: _____ Exp Date: _____ Name on Card: _____

☐ Direct Debit (US Banks only, except Bank of America) ☐ Saving ☐ Checking (Voided check required)

Routing Number _____ Account # _____ Bank Name: _____

BY SIGNING THIS FORM, YOU'RE AGREEING TO THE GLOBALSTAR USA / CARIBBEAN TERMS AND CONDITIONS INCLUDED WITH YOUR PHONE. $50 ACTIVATION FEE, $50 SERVICE PLAN CHANGE FEE, AND $250 EARLY TERMINATION FEE MAY APPLY TO NON-GSA SUBSCRIBERS. PLEASE READ THE AGREEMENT AND SERVICE PLAN. This agreement is with Globalstar USA for the provisioning of satellite service(s) only and any additional features or services ordered by you.

Subscriber Signature: _____

GLOBALSTAR USA, LLC SERVICE
GENERAL TERMS AND CONDITIONS

This Agreement between Globalstar USA, LLC ("GUSA") and Customer is effective upon Customer's first use of the Globalstar™ Service. By using the Globalstar Service, Customer confirms that (s)he has read and accepted all of the terms and conditions set forth in this Agreement. Certain of these General Terms and Conditions may be modified in whole or in part by an attached addendum, which is incorporated into this Agreement.

1. Globalstar Service. The Globalstar Service comprises the transmission and/or reception of voice, data or any other service provided to and/or from Customer through the Globalstar LLC ("Globalstar") low-earth orbit satellite (the "Globalstar System"). The Globalstar Service begins upon the activation of Customer's account in consideration for Customer's paying the amounts stipulated in the applicable GUSA pricing plan then in effect (the terms of which are incorporated by reference herein). See Section 3 below. GUSA is not bound by any additional or different terms and conditions written or proposed to be written by Customer unless GUSA expressly acknowledges and agrees to them in writing.

2. Conditions on Use of the Globalstar Service.

(a) Customer Representations: The individual entering into this Agreement represents and warrants that either: (i) (s)he is entering into this Agreement as principal and is the Customer; or (ii) if (s)he is not the Customer, that (s)he has the express authority to enter into this Agreement on behalf of and to bind the Customer to its terms. If the Customer breaches this latter representation, the individual entering into this Agreement acknowledges and agrees that (s)he will be responsible for all obligations of the Customer.

(b) Credit Verification and Deposit: Customer authorizes GUSA to obtain credit information concerning Customer from trade references and credit reporting agencies and such other sources as GUSA deems necessary to augment credit information supplied by Customer. Based on such credit information, and other factors GUSA deems relevant to Customer's creditworthiness including, without limitation, Customer's payment history and/or usage patterns, GUSA may require Customer to make a deposit as a payment guarantee. Such deposit shall be subject to increase or reduction as GUSA deems necessary in its sole discretion to ensure timely payment of invoices. Such deposit shall not accrue interest unless required by law. GUSA will refund Customer's deposit upon termination of the Globalstar Service or after 12 months from the date the deposit was made if (1) Customer requests a refund, and (2) GUSA in its sole discretion has determined Customer to be creditworthy. If GUSA refunds the deposit to Customer, the refund will be sent to Customer by first class U.S. mail to Customer's last address according to GUSA's records. GUSA may, in its sole discretion, provide the Globalstar Service to Customer prior to a credit review without waiving its right to require a deposit from Customer, and GUSA may discontinue the Globalstar Service if Customer does not remit a deposit.

(c) Home Territory: Customer's Home Territory means the 48 contiguous States of the United States of America, portions of Alaska, and portions of the Caribbean as described on GUSA's Internet site, "globalstarusa.com," as may be revised or updated from time to time.

(d) Transmission and Capacity Limitations: Customer understands and acknowledges that the Globalstar Service is provided subject to the availability of capacity on the Globalstar System which is limited by the space technology involved and availability of assigned radio spectrum. The Globalstar Service may become unavailable or limited because of capacity limitations or emergency preemption by governmental authorities who have jurisdiction over the Globalstar System, and may be interrupted or curtailed by modifications, upgrades, repairs, and similar activities of GUSA, GUSA's parent company, Globalstar LLC, or other Globalstar service providers. Globalstar LLC has reserved the right to allocate satellite capacity among all service providers using the Globalstar System, including GUSA. The Globalstar Service is subject to transmission and reception limitations caused by: (1) the user's location, including topographical conditions, whether man-made or natural, that obstruct the line of transmission between the user and the Globalstar System satellites; (2) the condition of the Globalstar System's equipment; (3) the condition of Customer's Globalstar Terminal; (4) acts of God, (5) weather conditions, atmospheric conditions (i.e., space debris, solar flares, and other atmospheric anomalies or disturbances), magnetic interference, environmental and other like conditions.

(e) Globalstar Service Only: Customer understands and acknowledges that GUSA does not provide terrestrial cellular or PCS service or any service other than the Globalstar Service. In the event that Customer elects to utilize any service in conjunction with the Globalstar Service and the Globalstar Terminal, Customer understands and acknowledges that GUSA is not responsible for, and neither warrants nor represents the quality or availability of, such service and expressly disclaims any warranty regarding the interoperability of such service with the Globalstar Service. Provisioning, billing and use of cellular or PCS service or any other service available to Customer are Customer's responsibility.

(f) Equipment: Customer shall use only satellite communications equipment that Globalstar has approved for use in the Globalstar System and that bears an FCC certification number or other indication of type certification from the regulatory authority of the country where the equipment was purchased. **FCC regulations do not permit use of a Globalstar handset in an aircraft unless that handset has a hardwired connection into the cockpit communications system.** EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, GUSA MAKES NO WARRANTIES WITH RESPECT TO THE GLOBALSTAR TERMINAL OR OTHER EQUIPMENT USED BY CUSTOMER IN CONNECTION WITH THE GLOBALSTAR SERVICE AND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESSED AND IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S REMEDIES FOR ANY AND ALL WARRANTY CLAIMS WITH RESPECT TO THE GLOBALSTAR TERMINAL OR OTHER EQUIPMENT USED BY CUSTOMER IN CONNECTION WITH THE GLOBALSTAR SERVICE SHALL BE THOSE PROVIDED IN THE WARRANTY, IF ANY, WHICH ACCOMPANIES THE GLOBALSTAR TERMINAL OR OTHER EQUIPMENT PROVIDED BY THE MANUFACTURER OR SUPPLIER OF THE TERMINAL.

(g) Privacy Limitations: Customer understands that because the Globalstar Service involves radio technology, voice and data communications transmitted over the Globalstar System may not be completely private. Customer understands that calls to emergency referral services, such as "911," are typically recorded and consents to the recording of such calls. Also, Customer consents to GUSA's monitoring and recording Customer's calls to GUSA in order to ensure the quality of the Globalstar Service.

(h) Abuse and Fraudulent Use: Neither the Globalstar Service nor any other means of communication may be used (1) to make foul or profane expressions, to impersonate another person with fraudulent or malicious intent, or to call another person so frequently or at such times of the day or in any manner so as to annoy, abuse, threaten or harass, or (2) for any purpose in violation of law, or (3) in any manner which interferes unreasonably with the use of the Globalstar Service by any other customer or with GUSA's reasonable ability to provide service to others. If Customer fails to adhere to these rules of the Globalstar Service, GUSA may terminate this Agreement in accordance with Section 4.

(i) Regulatory Authority Affecting this Agreement: Customer agrees that GUSA may amend this Agreement upon written notice to Customer to comply with FCC or other U.S. or foreign governmental regulatory requirements, and such amendment(s) does not constitute a repudiation or breach of this Agreement. Customer agrees to abide by such amended terms and requirements as they may affect his/her performance under this Agreement.

(j) Telephone Numbers/Fax Numbers/Fax Email: A telephone number may not be used in more than one Globalstar Terminal. Customer has no property right or other continuing right in any assigned telephone/fax number or email address, and none can be acquired by usage or otherwise. GUSA reserves the right to assign, designate, or change any such telephone/fax numbers or email address when reasonably necessary in the conduct of its business. GUSA may reassign the telephone/fax numbers or email address formerly held by Customer immediately upon the deactivation of Customer's Globalstar Terminal or Fax Services.

(k) Designation of Authorized User(s): Customer may notify GUSA at any time of Customer's designation of authorized user(s) on Customer's account. By so doing, Customer gives GUSA permission (1) to provide account information and services directly to such user(s) to the extent such information and services would otherwise be available to Customer, and (2) to make changes to Customer's account as such user(s) may request from time to time. Customer agrees to accept financial responsibility for all decisions and changes made by such user(s) relating to Customer's account. Customer may remove an authorized user(s) from the account at any time by notifying GUSA in writing.

(l) Service Orders: GUSA will accept orders including those which involve the start, a change, or the discontinuance of the Globalstar Service only from Customer or a representative of Customer whose authority is confirmed by GUSA.

(m) Customer Contact: Customer expressly grants GUSA the right to contact Customer by calling Customer's telephone number or by leaving a recorded message on Customer's voice mail. Customer grants GUSA the right to examine detailed records of calls made and received by Customer in order to locate Customer or to otherwise exercise GUSA's rights under this Agreement, provided that GUSA will not reveal the content of such records to any other person without proper legal process.

(n) Toll-Free Calls, and 900 or 976 Calls: The Globalstar Service is unable to route calls to regional toll-free numbers or to 900 and 976 prefix numbers or the like, but may be able to route calls to nationwide toll free numbers with prefixes such as 800, 877 or 888.

(o) **911 Emergency Services Terms & Conditions applicable to GUSA subscribers and to subscribers of other Globalstar service providers roaming in GUSA's territory**: GUSA has established an Emergency Call Center, or "Referral Service." The Emergency Call Center is a federal legal requirement under Section 25.284(a) of the rules of the Federal Communications Commission ("FCC"), 47 C.F.R. § 25.284(a). Under the FCC's rules, the Caller (defined as the GUSA subscriber or any other person using the subscriber's Globalstar phone with or without authorization) must provide his or her telephone number and physical location. GUSA does not have the ability to identify the Caller's location automatically as is the case with wireline telephones and certain cellular or PCS wireless telephones. Accordingly, the effectiveness of Referral Service depends largely on the accuracy of the information provided verbally by the Caller. Upon receiving a call identified as an "emergency," GUSA's Emergency Call Center personnel will redirect the call to an appropriate Public Safety Answering Point ("PSAP"). The Caller acknowledges and agrees, as a condition of its use of Referral Service that: (1) Referral Service is subject to the same limitations of coverage and network capacity as other uses of the Globalstar Service; (2) there can be no assurance that such service will be available at other times or in the same or other locations, nor can there be any assurance that such service will be available outside the customer's home territory; (3) the provision of Referral Service is subject to the limitations on liability and other limitations and provisions contained in the service subscription or telephone purchase agreement; (4) no action or claim whatsoever, whether seeking damages or any other remedy, will be brought against any of GUSA, its affiliates and their respective shareholders, directors, officers, employees and agents (collectively, "GUSA") or any third-party providers assisting GUSA to provide Referral Service, in respect of any death, injury, or loss to persons or property incurred by any person in connection with establishing, developing, implementing, maintaining, operating, and otherwise providing Referral Service, except for claims against any such party relating to the intentional or willful misconduct of such party; (5) no action or claim whatsoever, whether seeking damages or any other remedy, will be brought against GUSA or the third party providers in respect of any delay, in action, act or omission of police, fire or other emergency personnel contacted through Referral Service; and (6) calls placed using Referral Service will typically be recorded.

(p) Globalstar Terminal Theft: In the event Customer's Globalstar Terminal is lost, stolen, or otherwise absent from the Customer's possession or control, Customer shall be liable for all usage and toll, long distance and roaming charges originating from Customer's telephone number until the loss, theft or other occurrence is reported to GUSA and for 2 hours thereafter. Customer shall provide a police report of such loss or theft upon GUSA's request. Thereafter, Customer shall not use the telephone number assigned to Customer's Globalstar Terminal until Customer gives GUSA notice that such Globalstar Terminal is in the Customer's possession and requests restoration of the ability to use such telephone number. Such restoration may be subject to a charge. Monthly charges shall continue until the Globalstar Service is terminated.

3. <u>Rates, Billing and Payment</u>.

(a) Rates:

(1) Activation Fee. An account activation fee may be charged as provided in the Customer's Globalstar Service Plan or an addendum hereto.

(2) Applicable rates and charges for the Home Territory are indicated in the GUSA pricing plans and service options selected by Customer. Such rates and charges apply only to the Globalstar Service provided by GUSA within the Home Territory, and charges may vary for roaming in other territories served by the

Globalstar System. All other charges, features (even if one or more features was offered at the time of activation with no recurring monthly feature charge) and services including, but not limited to, coverage areas, and rounding practices, are subject to change or discontinuation upon written notice to Customer. Customer understands and acknowledges that the rates being charged under this Agreement may include discounts in consideration of the number of Globalstar Terminals in active use by Customer. Customer agrees that GUSA may discontinue such discounts should the number of Terminals in active use fall below the number applicable to such discounts. Additionally, GUSA reserves the right to modify all other terms and conditions and any pricing plan at any time by written notice to Customer. Upon such notice, any changes shall automatically and without written amendment become part of this Agreement.

(3) **Early-Disconnection Fee. If during the initial term, the Customer's agreement is (i) terminated by Customer for any reason, or (ii) terminated by GUSA for cause under Section 4, then Customer will be required to make a lump sum payment of $250.00 due at the time Globalstar Service is terminated.**

(4) Service Plan Changes. Customer may change to any qualifying plan with more included minutes at no charge and with no extension of the contract period. Within the initial term Customers changing to any qualifying plan with fewer included minutes will incur a $50 administrative fee and a one-year contract renewal from the date of the change.

(b) Billing:

(1) Chargeable time for calls **originated** by Customer's Globalstar Terminal begins when a connection is established to a Globalstar System facility and ends when the Globalstar Terminal disconnects from a Globalstar System facility (i.e., a few seconds after Customer sends an END command to the Globalstar System). In the Home Territory, Customer will not be charged for unanswered calls unless Customer places a call to a number that rings unanswered or signals busy for 60 seconds or more, after which Customer will be billed for all airtime, including the first 60 seconds, regardless of whether a connection is made. Customer may be charged for busy or unanswered calls when roaming outside of the Home Territory.

(2) Chargeable time for calls **received** by Customer's Globalstar Terminal begins when a connection is established between a Globalstar System facility and the Globalstar Terminal, provided that the call is answered, and ends when the Globalstar Terminal disconnects (i.e., a few seconds after Customer sends an END command to the Globalstar System).

(3) Unless GUSA specifies otherwise in the Addendum hereto or by separate notice to Customer, Customer will be billed a minimum of one full minute for each call upon connection. Thereafter, the Customer will be billed in fractions of a minute rounded up in 30-second intervals. For example, if a call lasts only 25 seconds, Customer will be billed for the minimum one minute; if a call lasts one minute and 20 seconds, Customer will be billed for one minute and 30 seconds. If Customer has selected a rate plan with Bundled Minutes, as defined in the applicable GUSA rate plan, those Bundled Minutes will be applied to the Home Territory airtime used in the earliest part of each monthly billing cycle. Any unused Bundled Minutes remaining at the end of any monthly billing period will not be carried forward or credited against the next month's billing period.

(4) Fax service will require an outgoing call from the Globalstar Terminal for both outgoing and incoming fax messages. Fax airtime will be charged according to the same rates and increments adopted for voice.

(5) GUSA generally produce monthly bills. Monthly billing periods do not necessarily correspond to calendar months, and they may vary in length from approximately 28 to approximately 32 days. GUSA may change its billing procedures from time to time, and GUSA may bill Customer more often than monthly if GUSA determines that there is a risk of non-payment which may be indicated by, among other things, above-normal Customer usage of the Globalstar Service or non-payment of a prior bill when such bill was due and payable. Customer agrees to review his/her GUSA invoice to verify accuracy within 90 days of receipt and notify GUSA promptly of any discrepancies, failing which the Customer is deemed to have agreed to the accuracy of that GUSA invoice.

(6) Applicable federal, state, local and foreign taxes, fees and surcharges will be added to Customer's monthly bill.

(c) Payment:

Customer is responsible for the payment of charges for all services furnished to Customer, including but not limited to Globalstar Service access to the Globalstar System, toll, long distance and roaming. Customer may pay his/her bill by direct debit, credit card or by mailing a check or money order to the remittance address set forth in the invoice sent to Customer. Payments received after the due date on the bill may incur a 1.5% per month (18% per annum) or the maximum rate allowed by law, whichever is lower, late payment charge on the past due amount. If payment is returned or rejected by a bank or other financial institution for any reason (e.g., non-sufficient funds, overdrawn account for direct debit, over the credit limit, expired date on credit card), then Customer shall pay a $25 return or rejection charge (or such other fee then being charged by GUSA). GUSA may refer his/her account, if past due, to attorneys and/or collection agencies for further action. Customer shall pay any and all costs, fees and expenses that GUSA incurs to collect any charges from Customer, including without limitation all court costs, attorneys' fees and collection agency fees and commissions to the extent allowed by law. GUSA reserves the right to interrupt the provision of the Globalstar Service to Customer at any time without notice and to require accelerated interim payments in the event that (1) GUSA deems Customer's usage unusual or excessive in relation to Customer's security deposit, credit limit and/or normal usage patterns, or (2) Customer's payment is returned or rejected as described above.

4. Term and Termination.

(a) This Agreement shall begin on the date that the Customer's account is activated and continue on a month-to-month basis following the end of its initial agreed term, if any, until terminated pursuant to this Agreement. Notwithstanding any other provision, either GUSA or Customer may terminate this Agreement upon 30 days' written notice to the other. If Customer fails to pay any sum due for any service or equipment purchased or leased from GUSA, or violates the terms, conditions, laws, rules or regulations governing the use of service, GUSA may refuse, reduce or temporarily or permanently terminate the Globalstar Service (including associated roaming, long distance and international direct dialing services). GUSA shall provide Customer notice of termination of this Agreement in writing, which notice shall be deemed to have been given five (5) days after it is placed in the U.S. mail addressed to Customer's last known address, or earlier if by hand delivery. In addition, GUSA may, without notice and without incurring any liability, terminate Customer's

Globalstar Service if (i) GUSA has not received Customer's first payment by the due date on Customer's first bill; or (ii) Customer is using the Globalstar Service in a manner which might adversely affect GUSA's service to others; or (iii) a law enforcement agency notifies GUSA that probable cause exists to believe (1) that Customer has used or will use the Globalstar Service in violation of or to violate the law, and (2) immediate action is required to protect the public's health, safety or welfare; or (iv) the Customer's ESN/mobile number combination has been duplicated or is otherwise associated or potentially associated with the fraudulent use of service; or (v) a customer or another Globalstar service provider notifies GUSA that Customer's Globalstar Terminal was reported to be lost or stolen, or another Globalstar service provider notifies GUSA that Customer's Globalstar Terminal was determined to be associated or potentially associated with the fraudulent use of service or disconnected from service for non-payment of, or owing unpaid, service charges; or (vi) GUSA determines that Customer's application for the Globalstar Service included information that was fraudulent, false or materially incomplete; or (vii) Customer uses equipment not authorized for use on the Globalstar System; or (viii) the occurrence of any event of default under this Agreement. If GUSA interrupts Globalstar Service for non-payment, GUSA may, at its sole option, reactivate the Globalstar Service upon payment by Customer in full of the past due amount, any penalties associated with the late payment, and upon payment by Customer of a deposit based on Customer's payment history.

(b) In addition to its rights stated in this Agreement, GUSA reserves the right to pursue any other remedy at law or in equity. All rights and remedies granted to GUSA are cumulative and not alternative, and GUSA's failure to exercise any right or remedy shall not constitute a waiver of such right or remedy with respect to any continuing or future default by Customer.

(c) Extension of Agreement Period. Unless sooner terminated in accordance with the terms of Customer's service plan or this Agreement, or unless extended by Customer to obtain new, additional or different benefits, Customer's Agreement automatically extends on a month-to-month basis following its initial term until Customer gives GUSA 30 days' prior notice of termination.

5. Warranty, Remedy and Limitation of Liability.

(a) WARRANTY: CUSTOMER ACCEPTS THE GLOBALSTAR SERVICE ON AN "AS IS, WHERE IS" BASIS AND ACKNOWLEDGES THAT GUSA'S LIABILITY AND CUSTOMER'S SOLE RECOURSE IN RESPECT OF ANY FAILURE OF GUSA TO PROVIDE THE GLOBALSTAR SERVICES SHALL BE LIMITED AS PROVIDED IN SUBSECTIONS 5(B) AND (C). CUSTOMER ACKNOWLEDGES THAT GUSA DOES NOT WARRANT THAT THE GLOBALSTAR SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE AND THAT GUSA DOES NOT WARRANT THE AVAILABILITY, RELIABILITY OR ANY OTHER ASPECT OF THE GLOBALSTAR SERVICE. THE WARRANTIES AND CONDITION PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS. THE CUSTOMER HEREBY WAIVES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR AVAILABILITY OR RELIABILITY OF THE GLOBALSTAR SERVICE.

(b) Remedy: Customer agrees that GUSA's aggregate liability in connection with this Agreement and the provision of the Globalstar Service hereunder, and Customer's sole and exclusive remedy therefor, shall be subject to the limits provided in subsection 5(c) and shall be further limited to the repayment and/or a credit for the direct damages suffered by Customer as a result of any unavailability of or material defects in the Globalstar Service up to the total amount paid and/or owed by Customer for the aspects of the Globalstar Service which were unavailable or materially defective.

(c) **Limitation of Liability: GUSA shall not be liable for any harm, loss, liability, damage, expense, cost, suit, claim or demand whatsoever except to the extent attributable to GUSA's personnel or ground equipment, and only to the extent provided for in this agreement, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal or equitable theory. Under no circumstances will GUSA be liable for any (1) interruptions or defects in the Globalstar Service which affect Customer for less than 72 continuous hours, or (2) any of the limitations of the Globalstar Service referred to in Section 2 "Conditions on Use of the Globalstar Service," or (3) indirect, aggravated, exemplary, punitive, special, incidental, or consequential damages (including damages for lost profits, lost revenues, lost information, business interruption, failure to realize anticipated savings or any other commercial or economic loss), or third party claims, expenses, costs, liability, loss, or damage whatsoever, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory, even if Customer advises GUSA of the possibility of such damages. Customer agrees, acknowledges and confirms that the limitations of liability set out in this Agreement are fair and reasonable in the commercial circumstances of this agreement and that GUSA would not have entered into this Agreement but for Customer's agreement to limit the GUSA Parties' and the third party providers' liability in the manner, and to the extent, provided for herein. The limitations contained in subsections 2(o), 5(b) and 5(c) shall apply even in the event of a breach of condition, a breach of an essential or fundamental term or a fundamental breach of this Agreement, except that the limitations on direct damages stated in subsection 5(b) shall not apply in the event of wilful or intentional misconduct. GUSA assumes no liability for any harm, loss, liability, damages, expenses, costs, suit, claim or demand whatsoever arising from the use of the Globalstar Service in combination with services, products or equipment provided by Customer or any third parties.**

(d) When roaming outside the Home Territory, Customer is also subject to the limitations of liability that the Globalstar service provider in that territory imposes upon its Customers. Customer understands that such Globalstar service provider may bill airtime differently than GUSA and that the services available in other territories may vary from the services available in the Home Territory. **Customer agrees that while Customer roams, Customer accepts services provided by the Globalstar service provider in such territory on an "AS-IS, WHERE-IS" basis, without warranty of any kind.** Customer understands that the roaming indicator on Customer's Globalstar Terminal may not always represent Home/roam territory. When traveling outside the Home Territory, automatic roaming may be limited due to high levels of fraudulent activity in the area, the unavailability of the Globalstar System, or other factors.

6. Customer Indemnity. Customer agrees to indemnify, hold harmless, and defend GUSA against any claims resulting from or relating to Customer's breach of this Agreement or misuse of the Globalstar Service or Globalstar Terminal or other equipment used in connection with the Globalstar Service. Customer agrees to

reimburse GUSA for any and all costs and reasonable attorneys' fees incurred by GUSA in defending any claims resulting from or relating to Customer's breach of this agreement or misuse of the Globalstar Service or the Globalstar Terminal or other equipment used in connection with the Globalstar Service.

7. General.

(a) Assignment: Customer may not assign this Agreement, nor any of Customer's rights and obligations, to any other person, firm, agency, corporation or other legal entity without the prior approval of GUSA, provided, however, that if Customer is a corporation, partnership or limited liability company, Customer may assign this Agreement, including Customer's obligations under it, pursuant to a sale of Customer's assets or a transfer of control of Customer's business (a "permitted assignment").

(b) Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted assigns. Except as provided in subsection 7(c), nothing contained herein will be deemed to create any third-party beneficiaries or confer any benefit or rights on or to any person not a party hereto, and no person not a party shall be entitled to enforce any provisions hereof or exercise any rights under this Agreement.

(c) Third Party Beneficiary: Customer acknowledges and agrees that the GUSA Parties and the Third Party Providers shall be third party beneficiaries of the provisions of this Agreement which serve to limit the liability of the GUSA Parties and Third Party Providers.

(d) Governing Law: This Agreement is governed by the laws of the State of California and applicable federal laws.

(e) Survival: The termination of this Agreement or the permitted assignment of a party's interest shall not affect or prejudice any rights or obligations which have accrued or arisen under this Agreement prior to the time of termination or permitted assignment, as the case may be, and such rights and obligations shall survive the termination or permitted assignment of this Agreement. The following provisions of this Agreement shall survive the termination (for whatever cause or reason) or any permitted assignment of this Agreement, in addition to any other provisions which survive by operation of law: subsections 2(o), 3(c), 7(a), 7(b), 7(c), 7(d), 7(e), 7(f) and 7(h); and Sections 5 and 6.

(f) Waiver and Severability:

(1) Neither the waiver by either of the parties of a breach of or a default under any of the terms and conditions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights, or privileges.

(2) If any provision of this Agreement is held by any court or administrative body of competent jurisdiction to be invalid or unenforceable in any respect, the invalidity or unenforceability of such provision shall not affect any other provision of this Agreement.

(g) Notice: In the event Customer desires to provide written notice to GUSA, as required by any of the Terms and Conditions herein or for any other reason, including any communication from Customer regarding disputed invoices, and any instrument tendered as full satisfaction of a debt, must be sent by Customer to GUSA by certified mail to following applicable address: Globalstar USA, LLC, Customer Care Department, 461 South Milpitas Blvd, Milpitas, CA 95035.

(h) Entire Agreement: These terms and conditions contain the entire Agreement between GUSA and Customer superseding all prior agreements whether oral or written (except as provided at the top of this Agreement). **Customer acknowledges that (s)he has relied on no oral or written representations made by or on behalf of GUSA or any employee, director, officer or agent of GUSA that are not incorporated into this document.**

ADDENDUM
TO
GLOBALSTAR USA, LLC
SERVICE GENERAL TERMS AND CONDITIONS

1. Aviation Services Amendment:

Section 3.(a).(1) Customer's account activation fee is US $99.00.

2. Special Terms and Conditions for Static IP/VPN Service:

(a) Static IP/VPN Customer is responsible for their own network at their site. This includes connectivity to the Internet, and the Customer's Local Area Network. GUSA cannot be held responsible for the performance of this network, and cannot assist in troubleshooting problems that are not directly related to the VPN router provided by GUSA. Customer must ensure that this network can support the Globalstar VPN as specified in the Globalstar Static IP/VPN Configuration document. This includes a means for Globalstar to access the router for troubleshooting and maintenance: either a phone line for an analog modem, or SSH access from the Internet. Customer must provide a proper environment for the installation of the Globalstar VPN router, including power and temperature. Customer is responsible for any damage to this router that results from any misuse or from an inadequate installation.

(b) Customer is responsible for all IP traffic sent over the VPN between their end office and their Globalstar modem network. Customer will be responsible for all GUSA air charges that result from this IP traffic. Customer must also ensure that the VPN service is used in a secure and lawful way. Customer must not attempt to gain any unauthorized access to the system, and they must protect the Globalstar VPN router from unauthorized access on their network.

(c) Globalstar will monitor the VPN service on a 24/7 basis. If the VPN link fails, Globalstar will attempt to resolve the problem as soon as possible, generally by the next business day. Globalstar will attempt to notify Customer if we see an alarm on a Customer's VPN circuit that will result in downtime. Globalstar may notify Customer of any planned maintenance downtime. Customer should notify Globalstar Customer Care if Customer plans to take down the VPN for any period of time.

(d) IP addresses are reserved for a Customer based on Customer's estimate of how many modems will be provisioned. Globalstar reserves the right to take back any unused IP address from a Customer if they remain unused.