

INREACH SUBSCRIBER TERMS AND CONDITIONS

Last Updated: Sep 1, 2016

Version 2016.2

NOTICE TO USER: PLEASE READ THESE LEGAL NOTICES CAREFULLY. BY USING THE INREACH SERVICES AND/OR ANY RELATED SOFTWARE, YOU ACCEPT ALL TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT, INCLUDING ANY LEGAL AGREEMENTS AND TERMS AND CONDITIONS WHICH HAVE BEEN INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE, DO NOT USE THE INREACH SERVICES OR ANY RELATED SOFTWARE.

YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE TO SUBSCRIBE TO THE SERVICE.

1. AGREEMENT. These inReach Subscriber Terms and Conditions (this "Agreement") between you and InReach, Inc. ("inReach") set forth the terms and conditions of the subscription service plan(s) provided by inReach ("Service Plans") and your use of the services described in Section 2 below (the "inReach Services"). The term of this Agreement starts when you first activate inReach Services for any inReach hardware device or smartphone application ("inReach Product"). You understand and agree that these legal notices are enforceable like any written agreement signed by you.

1.1 Changes. The terms of this Agreement and of the Service Plans are subject to change at the discretion of inReach. You can determine when this Agreement was last revised by referring to the "Last Updated" legend at the top of this page. Any changes will become effective upon our posting of the revised Terms and Conditions on explore.delorme.com. We will provide notice to you if these changes are material. If inReach makes material changes that are not acceptable to you, you may terminate the Agreement by giving written notice of cancellation within thirty (30) days after the date the unacceptable change was posted. If you do not give written notice within thirty (30) days, your continued use of the InReach Services signifies your agreement to the change, effective on the date of its posting.

1.2 Affiliates. The inReach Services may be provided to you on behalf of inReach by certain affiliates and service providers of inReach. You acknowledge and agree that such affiliates are entitled to provide the inReach Services to you.

2. INREACH SERVICES. You must subscribe to a Service Plan to utilize the inReach Services, including the SOS Emergency Services described below, with your inReach Product. You acknowledge and agree that the form and nature of the inReach Services may change from time to time without notice to you.

2.1 SOS Emergency. Your Service Plan includes the SOS emergency services described in Appendix A below ("SOS Emergency Services"). Please see Appendix A for further information.

2.2 Text Messaging. Text messages are up to 160-character custom or predefined quick text messages that can be transmitted to a person or persons designated by you. Designated persons may include your personal contacts, GEOS Worldwide, Ltd. or its affiliate(s) ("GEOS") (the SOS monitoring service provider), and /or social networking sites such as Twitter or Facebook. You are solely responsible for any data or content that you send via text messaging, including any consequences of such messaging. Text messaging is subject to provisions of Section 8.3 'Content License from You.' Bundled messages must be used by the end of each month of service and do not rollover to the next month.

2.3 Unlimited Tracking Services. Should you choose to purchase a Service Plan with tracking service, you may use the inReach Services in compliance with the inReach User Manual and its normal message transmission schedule as often as you wish provided that such use is for your personal, recreational, non-commercial use. Unauthorized commercial use will result in additional charges. Tracking services are not intended for and may not be used for tracking of enterprise assets and/or personnel or any person other than you.

2.4 Activate with inReach Only. You must activate your inReach Product directly with inReach using the

activation portal at explore.delorme.com and choosing one of the available Service Plans. Activation of inReach Products on non-inReach Iridium accounts may severely impact the functioning of your inReach and will void any warranties. Injury or death could result from an improperly activated inReach Product. Activation of inReach Products on non-inReach Iridium accounts violates the terms of your agreement with inReach. InReach has not granted any third parties the right to activate inReach Products on any non-inReach Iridium account.

2.5 Changes to Services. You agree that inReach or its service providers (including Iridium, and GEOS) may make changes to the inReach Services in order to comply with applicable laws, to maintain or improve the inReach Services or for other business reasons without notice to you and without liability for any changes in your ability to use the inReach Services or the inReach Products, including compatibility issues with the inReach Products, as a result of such changes.

2.6 Support and Customer Service. More information about your inReach Product and the associated Service is available at inreachdelorme.com or by contacting inReach Customer Service:

US and International (other than Canada):

Online: (Service Plan support) support.delorme.com, (Hardware technical support): contact.delorme.com or phone (+1) 207-846-8900.

Sales and customer service: contact.delorme.com or 800-511-2459 (US only) or (+1) 207-847-1165. Representatives are available Monday - Friday 9:00 a.m.-6:00 p.m. Eastern Time (U.S.).

3. USE OF YOUR INREACH PRODUCT.

3.1 Familiarization with your inReach Product. You understand and agree that it is your responsibility to familiarize yourself with the operation of your inReach Product, including reading your User Manual, available at manuals.delorme.com. You agree that you will use the inReach Product only in accordance with those instructions. It is also highly recommended that you review the Help available at explore.delorme.com and practice properly using your inReach Product by sending test messages and fixing your GPS coordinates as described.

3.2 Synchronization of Data. It is your sole responsibility to ensure that you have followed the synchronization process outlined on explore.delorme.com to export any updates and/or changes to your inReach registration data, contact information, designated contacts, social connectivity settings, supported inReach Services options and pre-programmed messages from your inReach account to your inReach Product

3.3 Coverage. You may use your inReach Product anywhere there is coverage (subject to any applicable restrictions on your use due to export laws, local laws, licensing requirements and regulations).

3.4 Limitations. InReach Services may become limited or temporarily unavailable without notice from time to time. InReach 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 satellites, nor does inReach own or control the Iridium Satellite Constellation (the "Satellite Systems"), and cannot be responsible for any service interruptions that are associated with the Satellite Systems or ground stations and the interconnecting networks. Neither does inReach own or control the cell phone and/or email service providers who receive the email and SMS messages generated from inReach Products, and is not responsible for any delays by the email and cell phone providers related to these messages. Satellite service is wireless and requires a clear line of sight toward the satellite; therefore, the inReach Services are 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 inReach Product; and (iv) weather conditions, atmospheric conditions, magnetic interference, environmental, and other conditions beyond inReach's control.

3.5 InReach Product Warranty Information. For information regarding the warranty on your inReach Product, please refer to the applicable InReach Product user manual at support.delorme.com.

4. **SERVICE PLAN.** The various Service Plans offered by inReach are outlined on the 'Subscription Plans' page at inreachdelorme.com.

4.1 **Term.** The term of all annual contract Service Plans is twelve (12) months, starting on the date of activation. The term of all 'Freedom' Service Plans is one (1) month, starting on the date of activation.

4.2 **Activation and Annual Fees.** An activation fee will be charged to you upon initial activation of an inReach Product on any Annual Service Plan. An annual usage fee will be charged to you upon activation of an inReach Product on any 'Freedom' Service Plan and will be charged to you annually on the anniversary of activation.

4.3 **Renewal.** All Service Plans automatically renew at the end of their applicable term for an additional term unless you cancel service prior to the expiration of your current term in accordance with Section 4.5.

4.4 **Non-Refundable.** Pre-paid Service Plan fees are non-refundable. Pre-paid Service Plans may not be transferred to a third-party account; however, upon your request, they may be transferred to another inReach Product within your own account.

4.5 **Cancellation.** To cancel any InReach Service, you must log into your account at explore.delorme.com and choose to 'Cancel Service' on your inReach Product.

If you are unable to log into your account at explore.delorme.com, you may cancel service by submitting a request at contact.delorme.com. Your request must include the email address the service is activated under, the billing address of the credit card used on the account and the IMEI number of the device. Failure to submit the proper information can delay the implementation of your cancellation request. Effective cancellation date of requests submitted to contact.delorme.com can be up to two business days after submission.

In the event of your cancellation of an annual Service Plan, at the option of inReach, your account will be billed either (1) at the time of cancellation for the remaining amounts due on your Service Plan, or (2) for a one-time downgrade fee, and an amount equal to the fees for the remaining term of the Service Plan at the lowest then available rate.

4.6 **Termination by inReach.** You agree that inReach may terminate this Agreement and the provision of inReach Services to you at any time without notice or liability to you if you are in breach of this Agreement or act in any manner which clearly shows you do not intend to, or are unable to, comply with the terms of this Agreement. InReach may also terminate this Agreement if required to do so by any governmental regulatory body and/or law.

4.7 **Effect of Cancellation or Termination.** In the event this Agreement is terminated or you cancel any Service Plan, you must cease using the inReach Services immediately.

5. PAYMENT.

5.1 **Timely Payments.** You agree to pay all applicable activation, usage, cancellation, and disconnection fees, plus any applicable taxes, surcharges, and fees on time as provided in your Service Plan. Since your Service Plan will renew automatically at the end of each term if you don't cancel in accordance with Section 4.5 above, inReach will bill your credit card at the time of renewal, or within thirty (30) days prior to the renewal, of each subsequent service term in accordance with the terms of your Service Plan. This bill is due and payable in the currency specified in your Service Plan. If your plan specifies monthly billing, then the monthly recurring charges are billed monthly in advance.

5.2 **Late Payments.** You agree to pay a late charge of the lesser of (i) 1.5% per month or (ii) 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. InReach may suspend the inReach Services in the event of late payment. If it does so, inReach may charge a reactivation fee for each suspended Service Plan.

5.3 **Additional Charges.** Your cell phone service provider and/or internet provider may charge you or your recipients additional fees in relation to any SMS / MMS messages, social connectivity messages and/or other emails and/or data sent by you. Please familiarize yourself with any such applicable plans, services and associated fees before using your inReach Product and the inReach Services. You are responsible

for any such applicable charges and fees.

- 5.4 **Event of Credit Card Failure.** You will be notified by inReach via an email message sent to your last known email address the first time your credit card fails. A second notice will be sent 7 days later, followed by a final notice 14 days after the first notice, if the credit card continues to fail. If inReach does not hear from you that you have rectified the problem, any inReach Products associated with the credit card will be deactivated 30 days from the first notice.

Cancellation of a Service Plan due to a credit card failure will not relieve you of any otherwise applicable fees that may be due and will result in late payment fees and a reactivation fee. Additionally, until all applicable payments and fees have been paid in full, (i) you will not be able to activate any inReach Product or use the inReach Services and (ii) no inReach Product currently linked to your account may be activated on any other account.

- 5.5 **Promotions.** If you use a promotion code for your purchase, 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 inReach Services beyond the promotional period.

- 5.6 **Data Transmission/No Credits.** InReach will exercise a commercially reasonable level of care but makes no representation as to the success of any data transmission. Regardless of whether a data transmission is successful, no refunds will be given. 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 type, will not be credited regardless of cause. InReach shall not be liable for any damages that may result from such dropped data transmission.

- 5.7 **Taxes and Fees.** Your Service Plan price for the inReach Services does not include all 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 inReach Services. You are required to pay these taxes not already collected for you by inReach.

Your Service Plan price for the inReach Services also may not include certain applicable surcharges and/or fees associated with the inReach Services, including fees associated with the Federal Universal Service Fund. Such surcharges and/or fees may be added to your bill by inReach.

- 5.8 **Credit Approval / Credit Card Trial Authorization.** Initiation or continuation of the inReach Services is subject to credit approval by inReach 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, inReach reserves the right to disallow your participation in a Service Plan with monthly pre-payment. Instead, inReach may require that you prepay the first full year. Verification of credit cards issued by banks outside of the United States or Canada may delay order processing. InReach may decline any credit card transaction. InReach may seek authorization of your credit card account prior to your first activation/purchase to validate that you can charge the applicable fees to access the inReach Services. By authorizing inReach to charge a credit card trial authorization for the fees associated with your subscription, you are authorizing inReach 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 inReach of the new replacement card account) for all fees or charges associated with your subscription including any renewal fees as described below. You authorize the card issuer to pay any amounts described herein and authorize inReach, or any other company that acts as a billing agent for inReach, to continue to attempt to charge all sums described herein to your credit card account until such amounts are paid in full. This authorization amount is typically \$1.00. It is not a charge but may appear 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.

- 5.9 **Credit Card Authorization.** BY AUTHORIZING INREACH 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 INREACH 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 INREACH REASONABLY BELIEVES IS DESIRABLE FOR THE PURPOSE OF IDENTIFYING YOUR FINANCIAL STATUS AND CREDITWORTHINESS. FURTHER, YOU AUTHORIZE INREACH TO DEBIT YOUR CREDIT CARD IN ORDER TO RENEW YOUR SERVICE PRIOR TO THE START OF EVERY SERVICE TERM, UP UNTIL SUCH TIME THAT YOU CANCEL THE SERVICE IN ACCORDANCE WITH SECTION 4.5.

- 5.10 **Cost of Collection.** You agree to pay inReach for all collection costs, including without limitation the standard fees of any collection agency, reasonable attorney and legal fees, and any other costs incurred by inReach in exercising any of its rights under this Agreement.

6. YOUR OBLIGATIONS.

- 6.1 **Personal Use.** The inReach Services provided under this Agreement are for personal, recreational, non-commercial use only. You may not sell, rent, lease or otherwise charge for the inReach Product and/or inReach Services or any information or services associated with or derived from inReach Product or Services. This device and its associated communication and SOS services are not authorized to be used in a commercial or business environment under the term of this license or Service Plans.
- 6.2 **Misuse.** You agree that you will not use the inReach Services or the inReach Product (1) to abuse or misuse the SOS Emergency services, (2) to utilize your inReach Product for the commercial tracking of assets and/or personnel or anyone other than you, (3) to send messages that are offensive, defamatory, abusive or obscene or intended to harass (4) for any purpose in violation of law, (5) in any manner that infringes or misappropriates third-party rights, or (6) in any manner which overloads or unreasonably interferes with the inReach Services or the Satellite Systems. You agree to use the inReach Services only with the inReach Product and not to use any other equipment in connection with the inReach Services unless expressly approved by inReach. Failure to adhere to these restrictions may result in termination of this Agreement by inReach. You agree that you will not attempt to unlock or modify, or reverse engineer your inReach Product in order to modify it or render it capable of performing functions outside the approved Iridium network described in this Agreement, for the purpose of re-selling the inReach Product to a third-party, or for any purpose otherwise not permitted by this agreement.

7. SOFTWARE END USER LICENSE AGREEMENT

- 7.1 **Ownership and Grant of License.** InReach Products utilize proprietary software, proprietary firmware and proprietary communication protocols in order to access inReach messaging functions and the InReach Service (collectively any such software, firmware and/or communication protocols required for use of the inReach Product and/or inReach Services are referred to as the "Software"). The Software may be owned by inReach or by a third-party. This Agreement grants you a license ("License") that permits you to use the Software as required for your inReach Product and the inReach Services, whether through a GPS device or directly through an inReach Product, including through an application installed on your smartphone. This License is non-exclusive, non-sub licensable and non-transferable. This License is subject to the limitations and conditions of this Agreement. All rights not specifically granted in this Section 7 are reserved by inReach and its affiliates or the respective third-party owner of such Software. You acknowledge and agree that inReach and/or third-parties own(s) all intellectual property rights, title, and interest in or, if applicable, licenses to the Software, including, but not limited to, all trademarks, copyrights, data, and content. All title and intellectual property rights in the Software may be protected by applicable copyright or other intellectual property laws and treaties. Your use of the Software is solely controlled by this Agreement. The Software is licensed, not sold. If you are using an inReach Product in conjunction with a smartphone application, then your use of the Software is subject to any terms and conditions imposed upon by the terms of your agreement with your smartphone manufacturer or service provider. ANY MAPPING FEATURES OR FUNCTIONALITY CONTAINED IN ANY SOFTWARE ARE SUITABLE AND INTENDED ONLY FOR GENERAL VISUAL REFERENCE USE AND SHOULD NOT BE USED FOR ANY PURPOSE REQUIRING EXACT MEASUREMENT OF DISTANCE OR DIRECTION, OR FOR PRECISION IN ADDRESS LOCATION OR IN THE DEPICTION OF GEOGRAPHIC FEATURES. ROUTING DIRECTIONS SHOULD BE USED ONLY AS A TRAVEL AID AND

MUST ALWAYS BE VISUALLY VERIFIED BY THE USER ON THE GROUND AND EXECUTED WITH DUE REGARD TO TRAFFIC AND ROAD CONDITIONS, ROAD SIGNS AND REGULATIONS. Please note that map data is merely a graphical representation of geographic features appearing on the face of the earth. Map data may include features, such as roads and trails that are located on private property. Nothing in this License grants the use of, or is intended to imply the right to use, any such private property. It is your responsibility to discern and respect all landowner restrictions. You are solely responsible for complying with all legal requirements relating to land use and for your own safety and for the consequences of your actions in your use of map data. To the extent that data includes information regarding fish and game laws, or the availability of certain property for hunting or fishing, we make no representation or warranty regarding the accuracy of that information. You should always review the most recent version of any applicable fish and game regulations in the jurisdiction where you are recreating.

7.2 **Other Restrictions on Use.** You agree that you will not remove or obscure any proprietary rights notices, copyright notices or trademarks associated with the Software. You agree that you will not copy, sell, license, distribute, transfer, modify, adapt, translate, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software for any purpose. You agree that you will not attempt to circumvent or defeat the security or content usage rules contained in the Software and/or use the Software in violation of any law or third-party rights. Some of the geographic data to which you may have access is licensed from third parties, and is subject to any and all restrictions imposed on us by such third parties, which can be found at the following link:

<http://www.delorme.com/sources/>

7.3 **Software Changes and Updates.** You agree that inReach or third-party providers may make changes to the Software and inReach Services in order to comply with applicable laws, to maintain or improve the Software and/or the inReach Services or for other business reasons, without notice to you and without liability for any changes in your ability to use the Software, inReach Product and/or the inReach Services, including compatibility issues, as a result of such changes. These updates may take the form of bug fixes, enhanced functions, new software modules and completely new versions. This License does not grant any rights to obtaining future upgrades, updates or supplements of the Software. If upgrades, updates or supplements of the Software are obtained, however, the use of such upgrades or updates is governed by this Agreements and the amendments that may accompany them and may be subject to additional payments and conditions. InReach highly recommends that you ensure that all of your inReach Products have the most recent Software version available and that your inReach Product has the most recent firmware version available and that these versions are compatible to each other.

inReach reserves the right to mandate you to install the most recent Software version in order to obtain continued service. Any such mandatory Software updates will be at no additional cost to you.

7.4 **Term and Termination.** The License commences upon your use of the inReach Product and/or inReach Services, or upon your downloading of any associated Software updates, and is effective until terminated by you or inReach. If you want to terminate the License, you may do so by ceasing to utilize the inReach Product and terminating the associated inReach Services as set forth in Section 4.5. All provisions relating to confidentiality, indemnity, proprietary rights, and non-disclosure shall survive the termination of this Agreement. All other rights and obligations of the parties shall cease upon termination including, but not limited to, all licenses granted hereunder. If terminated by inReach, inReach may place a notice on your account or may send an email message to your last email address known to inReach. InReach will have no liability if you do not receive inReach's notification.

8. INREACH USER ACCOUNT; WEBSITES; CONTENT.

8.1 **inReach Websites.** Your use of the inReach websites is governed by the terms and conditions of use contained on each such website.

8.2 **Complete and Accurate Information.** You acknowledge and accept that the information required in your inReach 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 inReach 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 inReach 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 inReach message prior to sending it. Please contact customer care for assistance.

8.3 **Content License from You.** You agree that you are solely responsible for (and that inReach has no responsibility to you or to any third-party for) any content that you create, transmit or display on or through the inReach websites, the Software and/or the inReach Services (“Content”) and for the consequences of your actions by doing so. You acknowledge that inReach messages may include your location information. You retain copyright and any other rights you already hold in Content which you submit, post or display. You acknowledge and agree that by submitting, posting or displaying any such Content, you give inReach a perpetual, irrevocable, worldwide, royalty- free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any such Content. Furthermore, you agree that this license includes a right for inReach to make such Content available to other companies, organizations or individuals as required for the provision of inReach Services, including any social connectivity sites designated by you. InReach may also disclose such personal data as may be in the possession of inReach to third-party service providers and/or competent legal authority in connection with your use of the SOS services associated with your Service Plan in order to assist in the effectuation of a rescue. In order to provide the inReach Services, inReach may be required to transmit or distribute your content over various public networks and in various media. InReach may also be required to make changes to your Content if so required by the technical requirements of connecting networks, devices, services or media. InReach reserves the right to disclose personal and location data as well as remotely activate SOS features when notified by competent legal authority that a distress situation exists for the user.

8.4 **Third-Party Licenses and Content.** If, as part of your use of the inReach websites, the Software and/or the inReach Services you download a piece of software, or purchase goods, which are provided by a third-party, your use of such other services, software or goods may be subject to separate terms between you and the third-party provider. This third-party content may be protected by intellectual property rights which are owned by such third-party. Any reference or links to any third-party content does not constitute its endorsement, sponsorship or recommendation by inReach, its affiliates or its licensors. Third-party product and service information are the sole responsibility of each individual third-party vendor. It is possible that you may find some third-party content offensive, indecent or objectionable, and you acknowledge that your use the inReach Services is 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 inReach. InReach neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information or statement by anyone other than authorized inReach employees acting in their official capacities. You understand and acknowledge that inReach is not responsible for and does not monitor third-party content for accuracy or reliability.

9. **DISCLAIMER OF WARRANTIES; LIABILITY.**

9.1 **DISCLAIMER OF WARRANTY AND LIABILITY FOR THE INREACH SERVICES, SOFTWARE, AND WEBSITES.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE INREACH SERVICES AND ANY ASSOCIATED SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ANY ASSOCIATED SOFTWARE ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS (EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE INREACH SERVICES AND/OR ANY ASSOCIATED SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION WILL BE WITHOUT INTERRUPTION OR ERROR-FREE, OF SATISFACTORY QUALITY, OF QUIET ENJOYMENT, THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OF NON- INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY OTHER EXPRESS OR IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXPRESSLY EXCLUDED FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. INREACH GIVES NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR

ACCURACY OF THE INREACH SERVICES, ANY ASSOCIATED SOFTWARE, OR IN RELATION TO AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE SATELLITE SYSTEMS USED BY THE INREACH PRODUCTS TO TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNALS.

INREACH MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY TRANSMISSION OF A COMPUTER VIRUS, HACKING BY A THIRD-PARTY, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY DISTRIBUTOR, RESELLER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR INREACH PRODUCT, OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE. INREACH PRODUCTS, INREACH SERVICES AND SOFTWARE ARE 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 FAILURE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

ALL WEATHER FORECASTING ON THE INREACH WEBSITES AND/OR INREACH PRODUCTS ARE PROVIDED BY A THIRD-PARTY. INREACH DOES NOT GUARANTEE THAT THE INFORMATION DISPLAYED ON THE INREACH WEBSITES OR INREACH PRODUCTS IS 100% ACCURATE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, OR RELIABILITY OF SUCH INFORMATION. YOU ACKNOWLEDGE THAT ALL DECISIONS MADE USING WEATHER INFORMATION ON THE INREACH WEBSITES AND/OR INREACH PRODUCT WILL BE YOUR SOLE RESPONSIBILITY. INREACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY ADVERSE CONSEQUENCES OR DAMAGES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY AND/OR DEATH, RESULTING FROM YOUR USE OF THE WEATHER INFORMATION ON THE INREACH WEBSITES AND/OR INREACH PRODUCT OR YOUR RELIANCE THEREON.

- 9.2 This disclaimer of warranty and liability in this Section 9 shall not apply to intentional or reckless acts or gross negligence on the part of inReach.

10. LIMITATION OF LIABILITY.

- 10.1 TO THE FULLEST EXTENT PERMITTED BY LAW, INREACH AND ITS AFFILIATES, SERVICE PROVIDERS, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS HEREBY EXPRESSLY EXCLUDE 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 SOFTWARE OR THE INREACH SERVICES (INCLUDING ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE THE INREACH SERVICES) OR THE USE OF THE SOFTWARE OR THE INREACH SERVICES BY YOU OR BY ANOTHER PERSON, WHETHER OR NOT AUTHORIZED BY YOU TO UTILIZE THE SOFTWARE OR INREACH SERVICES. INREACH AND ITS SERVICE PROVIDERS, 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, THE SOFTWARE, THE INREACH SERVICES (INCLUDING WITHOUT LIMITATION THE SOS EMERGENCY MONITORING AND RESPONSE PROVIDED BY GEOS), INCLUDING ANY FAILURE OR DELAY IN THE PROVISION OF INREACH SERVICES CAUSED BY:

- 10.1.1 MATTERS OUTSIDE OF INREACH'S OR ITS SERVICE PROVIDERS', 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

- 10.1.2 FAILURE, DELAY OR INACCURACY OF THE GPS SATELLITES IN PROVIDING LOCATION COORDINATES; OR
 - 10.1.3 FAILURE, DELAY OR INACCURACY OF THE INREACH PRODUCT TO PROCESS AND/OR TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNAL(S), AND/OR LOCATION COORDINATES, TO THE SATELLITE SYSTEMS; OR
 - 10.1.4 FAILURE OF OR DELAY IN THE SATELLITE SYSTEMS AND/OR GROUND STATIONS TO PROCESS DATA TRANSMISSIONS, INCLUDING BUT NOT LIMITED TO SOS EMERGENCY SIGNAL(S), LOCATION COORDINATES, PREPROGRAMMED MESSAGES AND DISPLAY, AND TRANSMIT TO THE IDENTIFIED POINTS OF CONTACT AND/OR IERCC AS APPROPRIATE; OR
 - 10.1.5 FAILURE OF OR DELAY IN YOUR EMAIL OR CELLPHONE PROVIDER TO TRANSMIT THE MESSAGE TO YOU, OR FAILURE OF OR DELAY IN THE IERCC RESPONDING TO SOS EMERGENCY SIGNAL(S); OR
 - 10.1.6 FAILURE OF OR DELAY IN YOUR INREACH PRODUCT TO TRANSMIT OR RECEIVE ANY MESSAGE(S); OR
 - 10.1.7 FAILURE OF OR DELAY BY INREACH'S SERVICE PROVIDERS TO PERFORM THE APPLICABLE SERVICE FOR WHICH EACH IS CONTRACTED; OR
 - 10.1.8 FAILURE TO OBTAIN A CLEAR LINE OF SIGHT TOWARD THE SATELLITE SYSTEMS; OR
 - 10.1.9 FAILURE TO PROPERLY INSTALL THE SOFTWARE OR CONFIGURE THE INREACH PRODUCTS; OR
 - 10.1.10 FAILURE OF INREACH AND ITS SERVICE PROVIDERS TO PROVIDE THE INREACH SERVICES, INCLUDING SOS EMERGENCY SERVICES, DUE TO THE INREACH SERVICES HAVING BEEN CANCELLED OR TERMINATED PURSUANT TO SECTIONS 4.5 OR 4.6; OR
 - 10.1.11 NON-COMPATIBILITY OF INREACH PRODUCTS WITH SMARTPHONE OPERATING SYSTEMS AND THIRD-PARTY SOFTWARE; OR
 - 10.1.12 FAILURE OR INADEQUACY OF POWER SUPPLY FOR INREACH PRODUCTS AND/OR ASSOCIATED PRODUCTS.
- 10.2 IN NO EVENT SHALL THE TOTAL, MAXIMUM, AGGREGATE LIABILITY OF INREACH AND ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS, FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF THE SERVICE FEES PAID BY YOU TO INREACH.
- 10.3 THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 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 INREACH IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE., PROVIDED, HOWEVER, THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 SHALL NOT APPLY TO INTENTIONAL OR RECKLESS ACTS OR GROSS NEGLIGENCE ON THE PART OF INREACH.

11. GENERAL

- 11.1 **Commercial Items/US Government Restricted Rights.** The inReach Products, the Software and any associated software and/or documentation have been developed entirely with private funds. The use of the inReach Products, the Software and any associated software and related documentation by any entity of the United States Government is restricted by the terms of this Agreement. The inReach Products, the Software and 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.

- 11.2 **Export Restrictions.** Access or use of the inReach Products and/or the inReach Services in locations outside of the United States is done so on your own initiative and you are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the inReach Products and inReach Services which, in whole or in part, is illegal or penalized is prohibited. You may not use or otherwise export or re-export the inReach Products, the inReach Services or the Software except as authorized by United States law and the laws of the jurisdiction(s) in which the inReach Products, inReach Services, or Software was obtained. You represent and warrant that you are not (a) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. You also agree that you will not use any inReach Product, the Software or the inReach Services for any purposes prohibited by United States law. Additionally you represent and warrant that no inReach Product, Software or inReach Services will be exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's restricted lists.
- 11.3 **Indemnity.** To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless inReach and its affiliates, licensors, service providers and suppliers their respective directors, officers, employees 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 your unauthorized use of any inReach Product, the Software and/or the inReach Services and any associated software.
- 11.4 **Governing Law.**
- If you are a resident in the United States:
- ALL LEGAL ISSUES ARISING FROM OR RELATED TO THE USE OF THE INREACH SERVICES AND/OR ANY RELATED SOFTWARE WILL BE CONSTRUED IN ACCORDANCE WITH AND DETERMINED BY THE LAWS OF THE STATE OF KANSAS APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED WITHIN THE STATE OF KANSAS WITHOUT RESPECT TO ITS CONFLICT OF LAWS PRINCIPLES. BY USING THE INREACH SERVICES AND/OR ANY RELATED SOFTWARE, YOU AGREE THAT THE EXCLUSIVE FORUM FOR ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF YOUR USE OF THE INREACH SERVICES OR ANY RELATED SOFTWARE IS THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS, OR ANY KANSAS STATE COURT SITTING IN JOHNSON COUNTY. You hereby irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.
- If you are a resident anywhere else:
- All legal issues arising from or related to the use of the inReach Services and/or any related Software will be construed in accordance with and determined by the laws of your country of residence and any dispute will be exclusively settled by the courts of your country of residence.
- 11.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any headings are provided for convenience only.
- 11.6 **No Waiver, Survival.** The failure of inReach to exercise or enforce any right under this Agreement shall not constitute a waiver of such right. All rights and remedies granted to inReach are cumulative and not alternate. If any provision of this Agreement is found invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and conditions of this Agreement, and the parties

shall substitute a valid provision that most nearly approximates the intent and economic effect of the invalid or unenforceable one. Any provisions that expressly or by their nature should survive termination of this Agreement, including payment obligations, disclaimer of warranty, rights of indemnity and limitation of liability, shall survive such termination.

- 11.7 **Assignment.** You may not assign this Agreement or any of your rights or obligations hereunder, but inReach 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.
- 11.8 **Copyrights, Intellectual Property, Patents and Documentation.** © Garmin Ltd or its subsidiaries. All rights reserved. "inReach" and related trademarks, names and logos are the property of inReach, Garmin Ltd. or its subsidiaries, and are registered and/or used in the U.S. and countries around the world. The inReach Products, the Software and other devices and/or associated software and data, including geographic data, are protected by copyright, international treaties, and various patents. The documentation, including all documentation incorporated by reference herein, such as documentation provided or made available at explore.delorme.com, is provided "AS IS" and "AS AVAILABLE" and without condition, endorsement, representation or warranty of any kind by inReach or its affiliates. InReach and its affiliates assume no responsibility for any typographical, technical, or other inaccuracies, errors, or omissions in this documentation.

Appendix A

A.1.1 SOS Emergency. InReach has contracted with a third-party provider, GEOS Worldwide, Ltd. or its affiliate(s) (“GEOS”), to provide SOS emergency monitoring services. Provision of SOS emergency monitoring services is subject to the terms of this Agreement. InReach reserves the right to disclose personal and location data to its third-party service providers, and/or to competent legal authority, as well as remotely activate SOS features when notified by competent legal authority that a distress situation exists for the user. InReach intends that the GEOS International Emergency Response Coordination Center (the “IERCC”) will be available at all times in all locations where your inReach 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) shall determine when, how, and 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 and/or safety concerns whether for you or the emergency responder(s). **In no event does the Agreement create a duty to rescue.**

A.1.1.1 SOS Monitoring. InReach transmits SOS Emergency Signals received, along with applicable registration data information and available location coordinates, 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. Upon receipt of an SOS Emergency Signal, 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’s 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’s 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’s 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 applicable embassy, and informing them of all relevant facts, inReach and GEOS are released from all further 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.

A.1.1.2 False 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, the GEOS 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 inReach that you have deliberately or negligently misused the SOS Emergency Service, inReach shall provide your credit card information on record to GEOS. GEOS shall then, without further notice, bill your credit card the appropriate fee, calculated at a rate of \$340 per hour, or stated part thereof, for a minimum charge of one (1) hour and maximum charge of two (2) hours, for each such false SOS Emergency Signal event, and you shall be responsible to pay any such fee. If you purchase the optional Search and Rescue membership provided by GEOS (“GEOS SAR Membership”) services, such Search and Rescue services shall be subject to the terms of your separate agreement with GEOS, located at <http://www.geosalliance.com/geos-services/worldwide-search-and-rescue/>

A.2.1 GEOS Search and Rescue Membership. Should you choose to purchase the optional GEOSAR Membership, such contract will be directly between you and GEOS. InReach is not a party and in no way liable to you for any damages or claims that may arise in connection with such optional Search and Rescue service. The terms and conditions are located at: <http://www.geosalliance.com/geos-services/worldwide-search-and-rescue/services/worldwide-search-and-rescue/>