

INREACH SUBSCRIBER TERMS AND CONDITIONS

Last Updated: Friday, September 22, 2017

Version: 2017.4

NOTICE TO USER: THIS DOCUMENT APPLIES ONLY TO PERSONAL, RECREATIONAL, NON-COMMERCIAL SUBSCRIBERS OF INREACH SERVICE PLANS. IF YOU ARE USING AN INREACH SERVICE PLAN IN A COMMERCIAL OR BUSINESS ENVIRONMENT, PLEASE REFER TO https://files.delorme.com/support/inreachwebdocs/TC_inReach_Enterprise_US.pdf

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. and/or the applicable affiliated entity described in Appendix A below (collectively, "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 inreach.garmin.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. We will provide you with a pro-rata refund of any amounts already paid by you if you terminate this Agreement following a material change. 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. If inReach makes material changes that have a material adverse impact on your use of the inReach Services, you may terminate the Agreement by giving thirty (30) days written notice of cancellation. We will provide you with a pro-rata refund of any amounts already paid by you if you terminate this Agreement following a material change.

2.1 SOS Emergency. Your Service Plan includes the SOS emergency services provided by GEOS Worldwide, Ltd. or its affiliate(s) ("GEOS"), which are described in Appendix B below ("SOS Emergency Services"). Please see Appendix B 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, 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 **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 (subject to transmission speed limitations described in Section 2.4 below), 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 **Transmission Speeds.** For Service Plans that include unlimited texting or tracking, data transmission speeds may be reduced for the remainder of any billing period in which your message transmission volume exceeds 1000 text messages (or the approximate equivalent amount of data). This volume threshold is subject to change, so please periodically visit inreach.garmin.com for updates. If your message transmission volume results in transmission speed reduction for two (2) or more consecutive billing periods, data transmission speeds may be reduced for subsequent billing periods until your transmission volume falls below threshold levels. SOS transmission speed will not be impacted by reduced data transmission speeds.
- 2.5 **Activate with inReach Only.** You must activate your inReach Product directly with inReach using the activation portal at inreach.garmin.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 Product and, to the maximum extent permitted by applicable law, 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.
- 2.6 **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.
- 2.7 **Support and Customer Service.** More information about your inReach Product and the associated Service is available at garmin.com or by contacting inReach Customer Service:

US and International:

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

Sales and customer service: <http://www.garmin.com/contactUs/> 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 support.garmin.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 inreach.garmin.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 inreach.garmin.com to export any updates and/or changes to your inReach registration data, contact information, designated contacts, social connectivity settings, supported inReach Service Plan 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.garmin.com.

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

4.1 **Term.** The term of all annual contract Service Plans ("Annual Service Plans") is twelve (12) months, starting on the date of activation. The term of all other Service Plan types, including '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 a 'Freedom' Service Plan or any Service Plan other than an Annual Service Plan, and will be charged to you annually on the anniversary of activation.

4.3 **Upgrade or Downgrade.** You may upgrade a Service Plan for any inReach Product to a more inclusive Service Plan of the same type at any time. No charge applies to changing to a more inclusive Annual Service Plan; a fee applies to changing to a less inclusive Annual Service Plan. To downgrade an Annual Service Plan to a less inclusive Annual Service Plan, a change plan fee will be charged to you. Any downgrade of an Annual Service Plan will take effect immediately and your account will be credited on a prorated basis for any applicable price difference, less applicable fees. No change plan fee will be charged to downgrade a 'Freedom' Plan (or other Service Plan that is not an Annual Service Plan) to a less inclusive Service Plan of the same type. Any downgrades of a non-Annual Service Plan will take effect at the end of the applicable billing period and are subject to an additional one (1) month term commitment.

4.4 **Renewal.** Each Service Plan automatically renews at the end of its current term for an additional term unless you cancel the relevant inReach Service prior to the expiration of the then current term in accordance with Section 4.6.

4.5 **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.

4.6 **Cancellation.** To cancel any inReach Service, you must log into your account at inreach.garmin.com and choose 'Cancel Service' on your inReach Product.

If you are unable to log into your account at inreach.garmin.com, you may cancel your Service Plan by submitting a request at <http://www.garmin.com/contactUs/>. Your request must include the email address associated with your Service Plan, 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 a request submitted to <http://www.garmin.com/contactUs/> 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.

4.7 **Termination by inReach.** You agree that 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 terminate this Agreement and the provision of inReach Services to you at any time without notice or liability to you (except where prior notice is required under applicable laws, standards and codes). inReach may also terminate this Agreement if required to do so by any governmental regulatory body and/or law.

4.8 **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.

4.9 **Right of Cancellation (for EU, Norway and Iceland residents only).**

If you reside in the EU, Norway or Iceland, you will be entitled to a cancellation period (a "Cooling-Off Period") of fourteen (14) days from the day of purchase of the Service Plan, with or without cause. If the inReach Service is partly delivered at the time of cancellation, you will receive a pro-rated refund of any prepaid monthly or annual service charges. Activation fees, program fees and similar one-time fees, as well as overage charges incurred during the Cooling-Off Period, will not be refunded. The Cooling-Off Period ends at the time the Service is fully delivered to you and your purchase cannot be refunded.

Model cancellation form:

- To: Garmin (Europe) Ltd.
c/o inReach Billing
Two DeLorme Drive
Yarmouth, Maine 04096
USA
inreach.billing@garmin.com

- I hereby give notice that I withdraw from my contract for the following:
- Ordered on [INSERT DATE] / received on [INSERT DATE]
- Name of consumer
- Address of consumer
- Email address of consumer (optional)
- Date

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 4.6 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 in accordance with any applicable standards or codes. 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 and these taxes may be added to the final price charged to you in your bill.
- Your Service Plan price for the inReach Services 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 in accordance with all applicable laws, standards and codes.
- 5.8 **Credit Approval / Credit Card Trial Authorization.** Initiation or continuation of the inReach Services is subject to credit approval by inReach. If you elect to pay via credit card, inReach requires direct payment by credit card or an authorized guarantee of payment by a valid accepted credit card. 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.
- 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 (IF THIS IS PERMITTED BY THE LAW OF YOUR LOCAL JURISDICTION), 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 4.6.
- 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. Your inReach Product and its associated communication and SOS services are not authorized to be used in a commercial or business environment under the terms of this Agreement.
- 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 (including future copyright), inventions, patents, designs, circuits and other eligible layouts, database rights, data, content and intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation dated 14 July 1967 (as amended from time to time), including any application or right to apply for registration of any of these rights. 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: www.garmin.com/en-US/legal/earthmate-data-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. Except to the extent changes to the inReach Services are material (as described in Section 2 above), such changes may be made 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 Agreement and the amendments that may accompany it and may be subject to additional payments and conditions. inReach 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.

inReach reserves the right to require 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 the earlier of your use (including installation or access) 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 by inReach in accordance with this Agreement. 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 4.6. 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 will notify you in accordance with any applicable standards or codes, which may include placing a notice on your account or sending 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 or Content 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, or (if you reside in New Zealand, where necessary to prevent or lessen a serious threat (as defined in the Privacy Act 1993) to public health or public safety, or to the life or health of the individual concerned or another individual), or in relation to a request made in accordance with applicable law, or as otherwise required or permitted by applicable laws. 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 of 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.

FOR SUBSCRIBERS WHO RESIDE IN THE EU, LATIN AMERICA, AUSTRALIA OR NEW ZEALAND, THIS SECTION 9 DOES NOT REDUCE YOUR MANDATORY CONSUMER RIGHTS UNDER THE LAWS OF YOUR LOCAL JURISDICTION. IN PARTICULAR, SECTIONS 9.1, AND 9.2 DO NOT APPLY TO SUBSCRIBERS WHO RESIDE IN THE EU OR LATIN AMERICA. As used in this Agreement, "Latin America" means, collectively, Mexico and the countries of Central and South America.

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, GUARANTEES AND CONDITIONS (EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, GUARANTEES 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. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INREACH GIVES NO WARRANTY OR GUARANTEE 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.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INREACH MAKES NO WARRANTIES OR GUARANTEES 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. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INREACH DOES NOT GUARANTEE THAT THE INFORMATION DISPLAYED ON THE INREACH WEBSITES OR INREACH PRODUCTS IS 100% ACCURATE AND DOES NOT MAKE ANY REPRESENTATIONS, GUARANTEES OR WARRANTS 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. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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.

If you reside outside a European Union country or Switzerland, Norway or Iceland:

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), LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF OPPORTUNITY OR LOSS OF ANTICIPATED SAVINGS 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:

- (a) 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
- (b) FAILURE, DELAY OR INACCURACY OF THE GPS SATELLITES IN PROVIDING LOCATION COORDINATES; OR
- (c) 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
- (d) 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 GEOS INTERNATIONAL EMERGENCY RESPONSE COORDINATION CENTER ("IERCC") AS APPROPRIATE; OR
- (e) 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
- (f) FAILURE OF OR DELAY IN YOUR INREACH PRODUCT TO TRANSMIT OR RECEIVE ANY MESSAGE(S); OR
- (g) FAILURE OF OR DELAY BY INREACH'S SERVICE PROVIDERS TO PERFORM THE APPLICABLE SERVICE FOR WHICH EACH IS CONTRACTED; OR
- (h) FAILURE TO OBTAIN A CLEAR LINE OF SIGHT TOWARD THE SATELLITE SYSTEMS; OR

- (i) FAILURE TO PROPERLY INSTALL THE SOFTWARE OR CONFIGURE THE INREACH PRODUCTS;
OR
 - (j) 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
 - (k) NON-COMPATIBILITY OF INREACH PRODUCTS WITH SMARTPHONE OPERATING SYSTEMS AND THIRD-PARTY SOFTWARE; OR
 - (l) 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.

If you reside in Australia:

- 10.4 Sections 10.1, 10.2 and 10.3 do not apply so as to limit inReach's obligation to comply with applicable consumer guarantees under the Australian Consumer Law, as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- 10.5 Subject to Section 10.6 below, the liability of inReach for any liability, loss, cost or damage, however caused (including by the negligence of inReach), suffered or incurred by you because of a failure by inReach to comply with a consumer guarantee when providing the inReach Services is limited to, inReach (at its election):
- (a) resupplying that inReach Service; or
 - (b) paying the cost of having the inReach Services supplied again.
- 10.6 Section 10.5 does not apply if it is not fair or reasonable for inReach to rely on it for the purposes of section 64A of the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

If you reside in New Zealand:

- 10.7 Sections 10.1, 10.2 and 10.3 do not apply so as to limit inReach's obligation to comply with applicable consumer guarantees under the Consumer Guarantees Act 1993.
- 10.8 Where a consumer has a right of redress against inReach in respect of a failure of inReach to comply with a consumer guarantee when providing the inReach Services or inReach Products, the consumer will have the remedies set out in the Consumer Guarantees Act 1993.

If you reside in a European Union country or Switzerland, Norway or Iceland:

- 10.9 inReach will provide the inReach Services with reasonable care and skill. inReach does not make any other promises or warranties about the inReach Services and in particular does not warrant that:
- (a) your use of the inReach Services will be uninterrupted or error-free. You agree that from time to time inReach may remove the inReach Services for indefinite periods of time, or cancel the inReach Services at any time for technical or operational reasons and will, to the extent practicable, notify you of this;
 - (b) the inReach Services or related Software will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion which shall be events of Force Majeure, and inReach disclaims any liability relating thereto. You shall be responsible for backing up your own system.
- 10.10 Except as set out in 10.8 below, or in the event that you are exercising any applicable statutory right to refund or compensation, in no case shall inReach, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any loss or damage caused by inReach, its employees or agents where:

- (a) there is no breach of a legal duty of care owed to you by inReach or by any of our employees or agents;
 - (b) it is not a reasonably foreseeable result of any such breach;
 - (c) any increase in loss or damage results from breach by you of any term of this Agreement;
 - (d) it results from a decision by inReach to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the inReach Services, or to take any other action during the investigation of a suspected violation or as a result of inReach's conclusion that a violation of this Agreement has occurred; or
 - (e) it relates to loss of income, business or profits, or any loss of data or corruption of data in connection with your use of the inReach Services.
- 10.11 inReach shall use reasonable efforts to protect information submitted by you in connection with the inReach Services including from fraudulent use.
- 10.12 Nothing in this Agreement removes or limits inReach's liability for fraud, gross negligence, willful misconduct, or for death or personal injury.
- 10.13 If you breach this Agreement, you will be liable to inReach, its directors, officers, employees, affiliates, agents, contractors, and licensors for any claim arising out of your breach. You will also be liable for any action taken by inReach as part of its investigation of a suspected violation of this Agreement, or as a result of its findings or decision that a violation of this Agreement has occurred.

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.**

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS SECTION 11.4, 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 (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the inReach Services from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a resident of any Latin American country, European Union country or Switzerland, Norway, Iceland Australia or New Zealand the governing law and forum shall be the laws and courts of your usual place of residence.

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

- 11.5 **Entire Agreement.** This Agreement constitutes the entire agreement between you and inReach 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 inreach.garmin.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

<u>Subscriber Location</u>	<u>Entity</u>	<u>Address</u>
European Union; Switzerland; Norway; Iceland; Africa; locations not otherwise listed	Garmin (Europe) Ltd.	Liberty House, Hounsdown Business Park Southampton, SO40 9LR United Kingdom
United States; Canada	InReach, Inc.	1200 E. 151st Street Olathe, KS 66062 USA
Australia and New Zealand	Garmin Australasia Pty Ltd.	30 Clay Place Eastern Creek, NSW 2766 Australia

Appendix B

B.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.**

B.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.

AB.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 USD 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.

B.2.1 GEOS Search and Rescue Benefit and/or Medivac Membership. Should you choose to purchase an optional GEOS Search and Rescue Benefit and/or Medivac Membership provided by GEOS, such services shall be subject to the terms of your separate agreement with GEOS. inReach is not a party to your agreement with GEOS and is in no way liable to you for any damages or claims that may arise in connection with such optional GEOS Search and Rescue Benefit or Medivac services.

The terms and conditions for the GEOS Search and Rescue Benefit are located at:

<http://media.geosalliance.com.s3.amazonaws.com/wp-content/uploads/20151020194508/GEOS-SAR-BENEFIT-TERMS-AND-CONDITIONS.pdf>.

The terms and conditions for GEOS Medivac services are located at:

<http://media.geosalliance.com.s3.amazonaws.com/wp-content/uploads/20151020194508/GEOS-MEDIVAC-TERMS-AND-CONDITIONS.pdf>