



## SATELLITE SERVICE AGREEMENT GENERAL TERMS & CONDITIONS

**NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY USING THE GLOBALSTAR SERVICE (AS DEFINED BELOW) OR ANY PRODUCT RENTED OR SOLD BY GUSA (AS DEFINED BELOW), YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THE AGREEMENT (AS DEFINED BELOW), INCLUDING, WITHOUT LIMITATION, THE LIMITATIONS ON USE AND SERVICE CONTAINED IN SECTION 2, THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY IN SECTION 6, AND THE REQUIREMENT OF BINDING ARBITRATION ALSO FOUND IN SECTION 6. YOU AGREE THAT THESE GENERAL TERMS ARE ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THESE GENERAL TERMS, DO NOT USE THE GLOBALSTAR SERVICE. YOU MAY, WITH THE PROOF OF PURCHASE OR RENTAL, RETURN THE GUSA PRODUCT TO THE LOCATION FROM WHICH IT WAS PURCHASED OR RENTED.**

### 1. Satellite Service Agreement.

(a) You subscribe to Globalstar Service provided by Globalstar USA, LLC (“GUSA”) under one or more GUSA rate and service plans (each a “**Service Plan**”).

“**Globalstar Service**” is the transmission of voice and/or data to or from you through the Globalstar, Inc. (“**Globalstar**”) low-earth-orbit satellite constellation and ground-station system (the “**Globalstar System**”) and onward through the terrestrial telecommunications network. A “**Terminal**” is any instrument that you use to send or receive voice or data transmissions through Globalstar Service. GUSA is an authorized Globalstar “**Service Provider**.” The legal agreement for the Globalstar Service (the “**Agreement**”) between you and GUSA consists of the Service Plan(s) that you subscribe to at any given time, these General Terms and Conditions (these “**General Terms**”), and any other writings or documents that the applicable Service Plans or these General Terms state is part of the Agreement.

(b) GUSA may change the Agreement whenever GUSA believes it is beneficial for conducting its business. When GUSA makes changes, GUSA will give notice to you by posting the changed General Terms on the GUSA website: <http://www.globalstar.com>. GUSA may also notify you directly of a change, but GUSA is not obligated to do so. You accept ongoing responsibility for being fully informed of the changing content of the GUSA website, including, without limitation, changes in the Agreement. If GUSA changes the Agreement in a way that is not acceptable to you, you may terminate the Agreement by giving written notice of termination to GUSA within 30 days after the date the unacceptable change was posted. If you do not give written notice within 30 days, you accept the change effective on the date of its posting on the GUSA website.

### 2. Conditions and Limitations of Globalstar Service.

You understand and agree that:

(a) Globalstar Service is dependent on, among other things, availability of the Globalstar System. System availability is in turn limited by the space technology and environmental conditions that affect radio transmissions. Globalstar Service may become limited or temporarily unavailable without notice from

time to time. If you are using the Globalstar Service outside your Home Territory, your service is dependent upon Service Providers other than GUSA. Your “Home Territory” means the 48 contiguous States of the United States of America, Alaska, the District of Columbia, Canada, and portions of the Caribbean as described from time to time on <http://www.globalstar.com>.

(b) Satellite telephone service is inherently subject to transmission and reception limitations caused by: (i) your location, including conditions that obstruct the line of sight between you and the satellites; (ii) the condition of the Service Provider’s equipment; (iii) the condition of your Terminal; and (iv) weather conditions, atmospheric conditions, magnetic interference, environmental, and other conditions beyond GUSA’s or Globalstar’s control.

(c) Because Globalstar Service involves radio technology, voice and data communications transmitted over the Globalstar System may not be completely private. GUSA collects information about your calls for billing purposes and to monitor service quality but does not monitor or record the content of your voice or data transmissions.

(d) Unlike certain other telephone numbers, satellite telephone service numbers are not “portable” and cannot be transferred. A Globalstar Service telephone number may not be used with more than one Globalstar Terminal. You have no property right or other continuing right in any assigned telephone/fax number or email address. GUSA may assign, designate, or change any such telephone/fax numbers or email address when reasonably necessary in the conduct of its business, and may reassign the numbers or email address formerly held by you immediately upon the deactivation of the Globalstar Service. GUSA will give you adequate notice if it must change your number or email address.

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

(f) **Emergency Services.** GUSA has established an Emergency Call Center, or “**Referral Service**,” available to you and to subscribers of other Service Providers roaming in GUSA’s territory. The **Referral Service** is provided under 47 C.F.R. §25.284(a), one of the rules of the Federal Communications Commission. Under the FCC’s rules, the “**Caller**” (that is, you or any other person using your Globalstar phone, with or without your authorization) must provide his or her telephone number and physical location. GUSA does not have the ability to identify the Caller’s location automatically as is the case with wireline telephones and certain cellular or PCS wireless telephones. Accordingly, the effectiveness of Referral Service depends largely on the accuracy of the information provided verbally by the Caller. Upon receiving a call that the Caller identifies as an “emergency,” the Referral Service will redirect the call to an appropriate Public Safety Answering Point. Referral Service may not be available at all times, or at any time from some locations, including Canada, some parts of the Caribbean within the Home Territory or outside the Home Territory. Calls placed using Referral Service will typically be recorded. Use of the Referral Service is subject to the service limitations in this Section 2 and the limitations of liability in Section 6, below.

(g) You agree not to use Globalstar Service for any purpose in violation of law, or in any manner which interferes unreasonably with the use of the Globalstar

Service by any other subscriber or with GUSA's ability to provide service to other subscribers.

### 3. Billing, Payment and Account Administration.

(a) You authorize GUSA to obtain your credit information from trade references, credit reporting agencies, and other sources. Based on factors GUSA deems relevant to your creditworthiness, GUSA may, at time of signing or in the future, require you to make a deposit as a payment guarantee. Your deposit shall be subject to increase or reduction as GUSA deems necessary. No deposit shall accrue interest unless required by law. GUSA will refund your deposit upon termination of your Globalstar Service. GUSA will also refund the deposit after 12 months from the date the deposit was made if you request a refund and GUSA determines that a deposit is no longer required.

(b) GUSA generally sends monthly bills. Billing periods do not necessarily correspond to calendar months, and may vary in length from approximately 28 to 32 days. GUSA may bill you more often than monthly if GUSA determines that there is a heightened risk of non-payment.

(c) You may pay bills by direct debit, credit card or by mailing a check or money order to the remittance address in the bill. Payments received after the due date on the bill will incur a late payment charge on the past due amount of 1.5% per month (18% per annum) or the maximum rate allowed by law, whichever is lower. If payment is returned for any reason not the fault of GUSA, then GUSA may assess its then-current standard return charge. GUSA may refer delinquent accounts to attorneys and/or collection agencies. To the full extent allowed by law, you shall be responsible for and shall pay or reimburse GUSA for any and all costs, fees, and expenses that GUSA incurs to collect any charges from you.

(d) GUSA may reduce, suspend or terminate Globalstar Service to you in accordance with Section 5 of these General Terms.

(e) GUSA may change its credit, billing, and collection procedures by giving reasonable advance notice of the changes. Notice may be given by posting on <http://www.globalstar.com>.

(f) Applicable rates and charges for the Home Territory only are indicated in the GUSA Service Plan(s) and service options selected by you. If the Service Plan has a fixed term, these will not be changed before the term expires unless you consent. Roaming charges for service in other territories served by Service Providers other than GUSA may vary. All other charges, features, services, and billing practices of other Service Providers are subject to change or discontinuation without written notice to you.

(g) You may change to any qualifying Service Plan with more included minutes at no charge and with no extension of the Service Plan term. You may change to any qualifying Service Plan to include fewer included minutes by paying GUSA's then-standard administrative fee and renewing the Agreement for one year from the date of the change. You agree not to contest the accuracy of any GUSA bill if you have not reported discrepancies on that bill within 90 days of receipt.

(h) Chargeable time for calls **received** by your Globalstar Terminal begins when a connection is established between a Globalstar System facility and the Globalstar Terminal, provided that the call is answered, and ends when the Globalstar Terminal disconnects.

(i) Chargeable time for calls **originated** by your Globalstar Terminal begins when a connection is established to a Globalstar System facility and ends when the Globalstar Terminal disconnects from a Globalstar System facility. In the Home Territory, you will not be charged for calls placed but unanswered unless you place a call to a number that rings unanswered or signals busy for 60 seconds or more, after which you will be billed for all airtime, including the first 60 seconds, regardless of whether a connection is made. You may be charged for busy or unanswered calls when roaming outside of the Home Territory. Fax service requires an outgoing call from the Globalstar Terminal for both outgoing and incoming fax messages. Fax airtime will be charged according to the same

rates and increments adopted for voice.

(j) Unless your Service Plan provides otherwise, you will be billed a minimum of one full minute for each call upon connection. Thereafter, you will be billed in fractions of a minute rounded up in 30 second intervals. If you have selected a Service Plan with bundled minutes, you may not be able to carry over any minutes remaining at the end of any monthly billing period. Check the terms and conditions of your particular Service Plan carefully.

(k) **Early Termination Fee.** Your Service Plan may be subject to an early termination fee of \$250.00 or more. Make sure that you understand your liability before terminating your Service Plan prematurely.

(l) **Renewal of Annual Plans.** GUSA's annual Service Plans automatically renew on their anniversary date. Your renewal will be billed on the bill cycle following the anniversary date. To cancel the automatic renewal, you must notify GUSA in writing within 30 days prior to the end of your Service Plan's term, or within thirty (30) days of GUSA posting a change to this Agreement which you do not accept.

(m) You may notify GUSA in writing of your designation and/or removal of authorized users, such as family members or business associates, on your account. You accept financial responsibility for all decisions and changes relating to your account made by authorized users.

(n) In the event that your Terminal is lost or stolen, you are liable for all usage and toll, long distance and roaming charges originating from your Globalstar Service telephone number. GUSA agrees to waive all charges except fixed monthly recurring charges made during the period that begins 2 hours after you report the loss, theft, or disappearance of your Terminal and ends when the Terminal is restored to you or your service is terminated, whichever occurs first. If GUSA requests, you shall provide a written police report of the incident. If your Globalstar Service is terminated following the incident, reinstatement of service may be subject to GUSA's then-standard charge.

(o) **Network Maintenance Fee.** The Network Maintenance Fee is a monthly or annual charge of a set amount that applies to certain service plans offered by GUSA. The Network Maintenance Fee is intended to compensate Globalstar for costs incurred in launching its second generation satellite constellation and is not a licensing fee payable to a regulatory agency or a fee payable to government authorities generally.

### 4. Equipment.

(a) You agree to use only satellite communications equipment that Globalstar has approved for use in the Globalstar System. The equipment must bear an FCC certification number or other indication of type certification from the regulatory authority of the country where you obtained the equipment. Nothing in the Agreement shall be interpreted as a warranty, express or implied, with respect to any Globalstar Terminal or other equipment used by you in connection with the Globalstar Service. GUSA expressly disclaims any and all such warranties, including without limitation any and all implied warranties of merchantability or fitness for a particular purpose. Your remedies for any and all warranty claims with respect to the Globalstar Terminal and all other equipment used by you in connection with the Globalstar Service are limited to those provided in the separate equipment warranty, if any, provided by the manufacturer or supplier (which may include GUSA) of the equipment.

(b) FCC regulations prohibit your using a Globalstar Terminal in a civil aircraft unless that Terminal has a direct physical connection to the aircraft cabin or cockpit communications system.

(c) If you intend to use your Globalstar Service with a static IP address and/or a Virtual Private Network ("VPN"), you must first ensure that your network can support the Globalstar VPN as specified in Globalstar's Static IP/VPN Configuration document, which is available from GUSA or an authorized GUSA distributor.

(i) You are solely responsible for your own network at your site, including connectivity to the Internet and your Local Area Network. GUSA is not responsible for the performance of your network, and cannot assist in troubleshooting problems that are not directly related to the VPN router provided by GUSA.

(ii) You must use your VPN service in a secure and lawful way. You must not attempt to gain any unauthorized access to the Globalstar System, and you must protect the Globalstar VPN router from unauthorized access on your premises or through your network.

(iii) GUSA will monitor the VPN service on a 24/7 basis. If the VPN link fails, GUSA will attempt to resolve the problem promptly. GUSA will attempt to notify you if an alarm is detected on your VPN circuit that will result in downtime. GUSA may notify you of any planned maintenance downtime. You must notify GUSA Customer Care if you plan to take down the VPN for any period of time.

(iv) GUSA reserves static IP addresses for you based on your estimate of how many modems will be provisioned. GUSA reserves the right to reassign any IP address that you do not use.

#### 5. Suspension and Termination of Globalstar Service.

(a) GUSA may suspend your Globalstar Service without notice and without terminating the Agreement if GUSA deems your usage unusual or excessive in relation to your security deposit, credit limit, and/or normal usage patterns, or if your payment is returned or rejected. GUSA may also discontinue discounts based on number of Terminals should the number of Terminals fall below the number applicable to such discounts.

(b) If you fail to pay any sum due for any service or equipment purchased or rented from GUSA, or violate the terms, conditions, laws, rules or regulations governing the use of service, GUSA may reduce, suspend, or permanently terminate the Globalstar Service. Reduction or suspension may be made without notice. If GUSA terminates your Globalstar Service, GUSA will notify you. Notwithstanding the requirement to give notice, GUSA may terminate your Globalstar Service without notice if:

(i) GUSA has not received your first payment by the due date on your first bill;

(ii) GUSA determines that you are using the Globalstar Service in a manner which might adversely affect GUSA's service to others;

(iii) you or another Service Provider notifies GUSA that your Globalstar Terminal has been lost or stolen or has disappeared from your possession or control;

(iv) a law enforcement agency notifies GUSA that probable cause exists to believe that you have used or will use the Globalstar Service in violation of or to violate the law, and requests action to protect the public's health, safety or welfare;

(v) your Terminal's serial number/mobile number combination has been duplicated or is otherwise associated or potentially associated with illegal or fraudulent use of service;

(vi) another Service Provider notifies GUSA that your Globalstar Terminal was determined to be associated or potentially associated with illegal or fraudulent use of service or disconnected from service for non-payment of, or owing unpaid, service charges;

(vii) GUSA determines that your application for the Globalstar Service included information that was fraudulent, false or materially incomplete; or

(viii) you use or attempt to use Globalstar Service with equipment not authorized for use on the Globalstar System.

(c) If GUSA suspends your Globalstar Service for non-payment, GUSA may, at

its sole option, reactivate the Globalstar Service upon payment by you in full of the past due amount, any penalties associated with the late payment, and upon payment by you of a deposit based on your payment history.

#### 6. Warranty and Limitation of Liability.

(a) In addition to the conditions and limitations stated in Section 2, you understand that some of the satellites comprising the Globalstar satellite constellation in service as of the date of these General Terms operate with reduced power or have ceased to function. In certain locations and at certain times of the day, you will experience difficulty establishing a two way call or maintaining a lengthy call. You can use a Web based tool provided by Globalstar at <http://calltimes.globalstar.com> to determine optimum times to place or receive calls.

(b) You agree that GUSA does not warrant that the Globalstar Service will be provided uninterrupted or error-free and that GUSA does not warrant the availability, reliability or any other aspect of the Globalstar Service. You subscribe for Globalstar Service on an "as is, where is" basis and agrees that GUSA's liability and your sole recourse in respect of any failure of GUSA to provide the Globalstar Service shall be limited as provided in this Section 6.

(c) You agree that under no circumstances shall any of Globalstar, Globalstar's shareholders, officers, directors, and the officer and directors of Globalstar's shareholders, or GUSA, GUSA's members, officers, directors, and the officers and directors of GUSA's members (collectively, the "Globalstar and GUSA Parties") be liable for any deficiencies or interruptions in the Globalstar Service that arise out of any of the conditions described in Section 2, above, Section 6(a), above, or for punitive, special, indirect, incidental, or consequential damages in any amount whatsoever or specific performance of any nature, regardless of whether the action, claim, or demand is stated in or based on tort, breach of contract, or breach of statute that creates or otherwise provides for civil liability. In the event of any other failure of or deficiency in the Globalstar Service, your right to recover damages shall be limited to the lesser of the actual direct damages incurred by you as a result of failure or deficiency of the Globalstar Service or the total amount paid and/or owed by you to GUSA during the 12 months preceding the latest occurrence giving rise to your damages.

(d) Except to the extent of the limited damages, if any, that you may recover according to Section 6(c), you release and discharge the Globalstar and GUSA Parties from all claims and causes of action for breach of contract, personal injury, death, and/or property damage, and from all damages, costs, and expenses, that arise directly or indirectly out of any failure or deficiency of the Globalstar Service.

**(e) GOVERNING LAW AND BINDING ARBITRATION.** The Agreement is governed by the laws of the State of Louisiana without giving effect to conflicts of laws principles. **ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THE AGREEMENT OR THE PRODUCTS OR SERVICES GUSA SUPPLIES ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED OR THE RELIEF OR REMEDIES SOUGHT, SHALL, TO THE EXTENT POSSIBLE, BE SETTLED AMICABLY BY THE PARTIES HERETO. IN THE EVENT OF A FAILURE TO REACH AMICABLE SETTLEMENT OF A CLAIM, SUCH CLAIM SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND THUS THIS PROVISION WAIVES ANY RIGHT TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. THIS PROVISION ALSO MEANS THAT NEITHER YOU NOR GUSA WILL BE ABLE TO PURSUE A CLAIM AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) EITHER IN ARBITRATION OR IN COURT, NOR WILL YOU OR GUSA BE ABLE TO PURSUE A CLAIM AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE**

**ACTION IN ARBITRATION OR IN COURT, AND YOU AND GUSA WAIVE ANY RIGHT TO DO SO. IF THE PRECEDING SENTENCE IS NOT ENFORCED FOR ANY REASON, THEN ANY CLASS DISPUTE WILL NOT BE RESOLVED THROUGH ARBITRATION.**

This binding arbitration provision applies to any and all Claims that you have against GUSA, its affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that GUSA has against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended.

The party filing a Claim(s) in arbitration must file its Claim(s) before the American Arbitration Association ("AAA") and such Claim(s) shall be administered by the AAA under its Commercial Arbitration Rules, including where appropriate the Consumer-Related Disputes Supplementary Procedures, in effect at the time the Claim(s) was filed. Rules and forms for the arbitration may be obtained from <http://www.adr.org>, and Claims may be filed at American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Voorhees, NJ 08043, or at [casefiling@adr.org](mailto:casefiling@adr.org). Any arbitration hearing that you attend shall be held at a location which is reasonably convenient to you and GUSA as mutually agreed upon in writing. In the event you and GUSA are unable to agree on a location for the arbitration hearing, a place shall be chosen by the arbitrator or arbitrator administrator. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, and the relationship between you and GUSA concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

In the event the AAA decides not to administer a Claim, the parties agree that such Claim shall be submitted to litigation in Federal courts located in New Orleans, Louisiana or state court in St. Tammany Parish, Louisiana and the parties further agree to waive any inconvenient forum defense. **IF THE CLAIM IS SUBMITTED TO LITIGATION UNDER THIS PARAGRAPH, THE PARTIES AGREE AND HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH PROCEEDING.**

#### 7. Indemnity.

You agree to indemnify, hold harmless, and defend the Globalstar and GUSA Parties against any claims resulting from or relating to your breach of the Agreement or misuse of the Globalstar Service or Globalstar Terminal or other equipment used in connection with the Globalstar Service. You agree to reimburse the Globalstar and GUSA Parties for any and all costs and reasonable attorneys' fees incurred by them in defending any of the indemnified claims.

#### 8. General Provisions.

(a) Although you may authorize others to use your Terminal, you may not assign the Agreement, or any of your rights and obligations under the Agreement, to any other person, firm, agency, corporation, or other legal entity without the prior approval of GUSA. If you are a corporation, partnership, or limited liability company, you may assign the Agreement, including your obligations under it, pursuant to a sale of your assets or a transfer of control of your business.

(b) The Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted assigns. Except as expressly provided in Sections 6 and 7 with respect to the Globalstar and GUSA Parties, the Agreement has no third-party beneficiaries and does not confer any benefits or rights on or to any third person whatsoever.

(c) In addition to its rights stated in the Agreement, GUSA may pursue any other remedy available to it. All rights and remedies of GUSA are cumulative and not alternative, and GUSA's failure to exercise any right or remedy does not limit its rights or remedies with respect to any continuing or future default by you.

(d) The termination of the Agreement or the permitted assignment of a party's interest shall not affect or prejudice any rights or obligations of either party that have accrued or arisen between them before termination under the Agreement. All such rights and obligations shall survive the termination of the Agreement.

(e) Neither the waiver by either of the parties of a breach of or a default under the Agreement, nor the failure of either of the parties to enforce or exercise any of the provisions of the Agreement, shall operate to waive any rights or remedies for any subsequent breach or default.

(f) If any term or condition or other provision of the Agreement is held by any court or administrative body to be invalid or unenforceable in any respect, the invalidity or unenforceability of the term or condition or other provision shall not invalidate or otherwise affect any other term, condition, or provision of the Agreement.

(g) Notices required to be in writing under the Agreement shall be given, if by you, by email to [customerservice@globalstar.com](mailto:customerservice@globalstar.com), by regular mail to 300 Holiday Square Blvd., Covington, LA 70433 (Attn: Customer Service), or by any other means at <http://www.globalstar.com> for contacting GUSA Customer Service in writing. Notices required to be in writing by GUSA may be given in any manner expressly permitted under the Agreement with respect to such notice or, if none is stated, by first class mail or by private courier service addressed to your last known billing address, or by electronic means addressed to your fax number or email address. All notices required to be in writing shall be effective when delivered as properly addressed.