

## DUPLEX SATELLITE SERVICE AGREEMENT GENERAL TERMS & CONDITIONS

### Terms and Conditions:

This Agreement is entered into between Globalstar Canada Satellite Co., ("**GCSC**") and Customer upon the commencement of Customer's use of the Globalstar Service. Customer's use of the Globalstar Service shall obligate Customer to, and shall constitute Customer's acceptance of, the terms and conditions set forth in this Agreement.

### 1. Globalstar Service:

Upon activation of the Customer Handset and/or account and subject to the terms and conditions of this Agreement, the terms of the applicable pricing plan then in effect and incorporated by reference hereto, and the terms, conditions and recommendations of any other material distributed by GCSC in connection with the services contemplated hereby, GCSC shall provide to Customer, to and/or from the low-earth orbit satellite-based telecommunications service known as the Globalstar™ System, transmission and/or reception services, which include voice transmission and reception services and, as may become available, data, messaging, facsimile and paging transmission and reception services, and position location services (the "**Globalstar Service**"). GCSC shall not be bound by Customer's terms and conditions in Customer's purchase order or elsewhere.

### 2. Conditions on Use of the Globalstar Service:

(a) *Customer Representations:* The person entering into this Agreement represents and warrants that to the extent (s)he is acting as an agent or representative of a third party, that (s)he has the express authority to enter into this Agreement on behalf of Customer. In the event of a breach of this representation, the person entering into this Agreement will be responsible for all obligations of Customer hereunder.

(b) *Credit Verification; (For ALL Term Plan and Post Paid Customers) Deposit:* Based upon information supplied by Customer, GCSC may obtain credit information supplied by Customer from trade references and credit reporting agencies, or as GCSC deems necessary. Based on this information, and other information GCSC deems relevant to Customer's creditworthiness, including without limitation payment history and/or usage patterns, GCSC may require Customer to make a deposit as a payment guarantee and such deposit may be applied by GCSC towards any amount past due. GCSC may, in its sole discretion, require Customer to replenish the deposit from time to time as a condition of Customer continuing to receive service hereunder. Such deposit shall be subject to increase as GCSC deems necessary. GCSC will refund Customer's deposit (together with interest) calculated using the Bank of Canada's overnight rate in effect at such time, plus one percent, on the basis of the actual number of days in a year, accruing on a monthly basis within 30 calendar days after: (i) termination of service by either GCSC or the Customer or, (ii) after GCSC determines, in its sole discretion, that any conditions for the return of the deposit have been met. If GCSC refunds the deposit to Customer, said refund will be sent to Customer by first class mail to Customer's last known address. At GCSC's sole discretion, Customer may receive Globalstar Service prior to a credit review without waiving GCSC's right to demand a security deposit from Customer.

(c) *Home Territory:* For purposes of providing the Globalstar Service contemplated in this Agreement, Customer's Home Territory is Canada and the United States and additional countries, land masses and water bodies as per the Home Zone Coverage Map available on the Globalstar website. Complete service coverage maps for the Globalstar Service can be found at [www.globalstar.com](http://www.globalstar.com).

(d) *Transmission and Capacity Limitations:* The Globalstar Service is provided subject to the availability of capacity on the Globalstar System which is limited due to the space technology involved and scarcity of assigned radio spectrum. The Globalstar Service may become unavailable or limited because of capacity limitations or emergency preemption as required by governmental authorities who have jurisdiction over the Globalstar System, and may be interrupted or curtailed due to modifications, upgrades, repairs, and similar activities of GCSC, Globalstar, Inc., or other Globalstar System providers. Globalstar, Inc. has reserved the right to allocate satellite capacity among all users of the Globalstar System, including but not limited to GCSC, the Customer and the Globalstar Service, respectively. The Globalstar Service is subject to transmission and reception limitations caused by: (1) service area limitations, including without limitation topographical conditions, whether man made or natural that obstruct the line of transmission between the user and the Globalstar System Satellites; (2) the condition of the Globalstar System equipment; (3) the condition of Customer's Globalstar Phone; (4) Acts of God, including without limitation weather conditions, atmospheric conditions (i.e., space debris, solar flares, and other atmospheric anomalies or disturbances), magnetic interference, environmental and topographic conditions and other like conditions.

(e) *Globalstar Service Only:* Customer understands and acknowledges that GCSC does not provide any service other than the Globalstar Service (subject to the terms of this Agreement), including without limitation, any terrestrial

cellular or PCS service. In the event that Customer elects to utilize any service other than the Globalstar Service including Quick Locate Internet service, in connection with its use of the Globalstar Phone, Customer understands and acknowledges that GCSC is not responsible for and neither warrants nor represents the quality or availability of such service and expressly disclaims any warranty regarding the interoperability of such service and the Globalstar Service. Cellular service, provisioning, billing and any issues relating to the use and operation of the Globalstar Phone on any terrestrial cellular, PCS or similar network is the responsibility of Customer.

(f) *Equipment:* Customer shall use only personal communications equipment, including mobile handsets, fixed units, car kits, phone booths or other third-party vendor-modified units, which have been certified and type-approved by GCSC for use with the Globalstar Service (each a "**Globalstar Phone**"). GCSC MAKES NO WARRANTIES WITH RESPECT TO THE GLOBALSTAR PHONE OR OTHER EQUIPMENT USED BY CUSTOMER IN CONNECTION WITH THE GLOBALSTAR SERVICE AND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESSED AND IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY LAW. CUSTOMER'S REMEDIES FOR ANY AND ALL WARRANTY CLAIMS WITH RESPECT TO THE GLOBALSTAR PHONE OR OTHER EQUIPMENT USED BY CUSTOMER IN CONNECTION WITH THE GLOBALSTAR SERVICE SHALL BE THOSE PROVIDED BY THE RESPECTIVE MANUFACTURERS OF SUCH GLOBALSTAR PHONE OR OTHER EQUIPMENT.

(g) *Privacy Limitations:* Customer understands that because the Globalstar Service involves radio technology, voice and data communications transmitted over the Globalstar System may not be completely private. Also, Customer consents to GCSC monitoring and recording Customer's calls to GCSC in order to ensure quality.

GCSC also abides fully with the *Personal Information Protection and Electronic Documents Act* (Canada) ("**PIPEDA**"). GCSC will provide customers billing information to Canadian law enforcement agencies when GCSC is lawfully requested to do so under the terms of *PIPEDA*. A copy of GCSC's Privacy Policy is available at [www.globalstar.ca](http://www.globalstar.ca).

(h) *Fair or Acceptable Use:* Neither the Globalstar Service nor any other means of communication may be used (1) to make foul or profane expressions, to impersonate another person with fraudulent or malicious intent, or to call another person so frequently or at such times of the day or in any manner so as to annoy, abuse, threaten or harass, or (2) for any purpose in violation of law, or (3) in any manner which interferes unreasonably with the use of the Globalstar Service by any other customer or with GCSC's reasonable ability to provide service to others. Failure to adhere to these terms and conditions may result in (i) termination or suspension of the Globalstar Service by GCSC; (ii) a modification of the services available to the Customer; and/or (iii) the forfeiture of any deposit provided by the Customer.

(i) *Effect of Regulatory Authority Affecting this Agreement:* Customer agrees that, to the extent the terms of this Agreement are changed in the future to give effect to rules adopted by governmental entities, such change(s) does not constitute a repudiation or breach of this Agreement by GCSC, and Customer agrees to act in conformity with such rules as they may affect his/her performance under this Agreement.

(j) *Telephone Numbers:* A telephone number may not appear in more than one Globalstar Phone. Customer has no property right in any assigned telephone number, and none can be acquired by usage or otherwise. GCSC reserves the right to assign, designate, or change any such telephone number when reasonably necessary in the conduct of its business. Any telephone number used by a Customer whose service is deactivated may be reassigned immediately upon the discontinuance of service.

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

(l) *Service Orders:* Orders including those which involve the start, a change, or the discontinuance of the Globalstar Service will be accepted by GCSC only from Customer or a representative of Customer whose authority is confirmed in accordance with GCSC's procedures prior to the action desired.

(m) *Customer Contact:* Customer expressly grants GCSC the right to contact Customer by calling Customer's telephone number or by leaving a recorded message on Customer's voice mail. Customer grants GCSC the right to

examine detailed records of calls made and received by Customer in order to locate Customer or to otherwise exercise GCSC's rights under this Agreement.

(n) *Toll-Free Calls, and 900 or 976 Calls:* Customer understands and acknowledges that the Globalstar Service is unable to route calls to regional toll-free numbers or to 900 and 976 prefix numbers or the like, but may be able to route calls to nation-wide toll free numbers with prefixes such as 800, 877, 866 or 888.

(o) *911 Service:* UNLIKE CELLULAR OR STANDARD TELEPHONE SERVICE, GCSC IS UNDER NO OBLIGATION TO PROVIDE ANY TYPE OF EMERGENCY REFERRAL SERVICE, SUCH AS "911" SERVICE, IN CONNECTION WITH THE GLOBALSTAR SERVICE. IN THE EVENT THAT GCSC DOES PROVIDE A FORM OF EMERGENCY REFERRAL SERVICE, THEN IN ADDITION TO OTHER LIMITATIONS PROVIDED HEREIN, NEITHER GCSC NOR ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS, INCLUDING ANY THIRD-PARTY PROVIDER OF SUCH REFERRAL SERVICE, SHALL BE LIABLE FOR ANY DAMAGES IN A CIVIL ACTION OR SUBJECT TO CRIMINAL PROSECUTION RESULTING FROM DEATH, INJURY, OR LOSS TO PERSONS OR PROPERTY INCURRED BY ANY PERSON IN CONNECTION WITH ESTABLISHING, DEVELOPING, IMPLEMENTING, MAINTAINING, OPERATING, AND OTHERWISE PROVIDING WIRELESS EMERGENCY REFERRAL SERVICES, UNLESS SUCH DAMAGE OR INJURY WAS CAUSED BY THE INTENTIONAL OR WILLFUL OR WANTON MISCONDUCT OF THE ABOVE DESCRIBED ENTITIES/INDIVIDUALS. FURTHER, IN THE EVENT THAT GCSC PROVIDES AN EMERGENCY REFERRAL SERVICE AT ANY TIME IN ANY LOCATION, THERE CAN BE NO ASSURANCE THAT SUCH SERVICE MAY BE AVAILABLE AT OTHER TIMES OR IN THE SAME OR OTHER LOCATIONS; NOR CAN THERE BE ANY ASSURANCE THAT SUCH SERVICE WILL BE AVAILABLE OUTSIDE THE HOME TERRITORY. CUSTOMER ACKNOWLEDGES THAT WHEN CALLING ANY SUCH EMERGENCY SERVICE, CUSTOMER'S LOCATION WILL NOT BE KNOWN AUTOMATICALLY BY THE OPERATOR ANSWERING THE EMERGENCY REFERRAL CALL AND THE EFFECTIVENESS OF THIS SERVICE WILL DEPEND LARGELY ON THE ACCURACY OF THE INFORMATION PROVIDED BY THE CUSTOMER, INCLUDING WITHOUT LIMITATION, INFORMATION CONCERNING THE CUSTOMER'S LOCATION. CUSTOMER MUST PROVIDE THE OPERATOR SPECIFIC INFORMATION IDENTIFYING THE CUSTOMER'S LOCATION AND MUST NOT DISCONNECT UNTIL TOLD TO DO SO BY THE OPERATOR.

(p) *Loss of Globalstar Phone:* In the event Customer's Globalstar Phone is lost, stolen, or otherwise absent from the Customer's possession or control: (i) GCSC shall immediately suspend Customer's Globalstar Service at no additional charge to the Customer; (ii) the terms and conditions of this Agreement shall continue to apply, including the Customer's obligation to pay, all charges incurred before GCSC received notice from the Customer that the device was lost or stolen; and either the minimum monthly charge (plus taxes), if the Customer continues with this Agreement, or the applicable early cancellation fee, if the Customer cancels the Agreement due to the loss of the Customer's Globalstar Phone; (iii) Customer shall be liable for any or all usage and toll and long distance charges originating from Customer's telephone number until the loss, theft or other occurrence is reported to GCSC and for 2 hours thereafter. Customer shall provide a police report of such loss or theft upon GCSC's request. Thereafter, Customer shall not use the telephone number assigned to Customer's Globalstar Phone until Customer gives GCSC notice that such Globalstar Phone is in the Customer's possession and requests restoration of the ability to use such telephone number. If the Customer requests restoration of service, Globalstar shall restore such service at no additional charge to the Customer. Monthly charges shall continue until the Globalstar Service is terminated.

### **3. Rates, Billing and Payment:**

- (a) *Rates:* Applicable rates and charges for the Home Territory are indicated in GCSC's description(s) of the pricing plans and service options selected by Customer. The pricing plan and service option selected by the Customer forms a key term of this Agreement. Such rates and charges apply only to service provided by GCSC within the Home Territory. As part of the Globalstar Service, where technologically feasible, GCSC will: suspend any data overage charges charged by GCSC, if any, once they reach \$50.00 within a single monthly billing cycle, unless the Customer expressly consents to pay additional charges. All other charges, features (even if one or more features were offered at the time of activation with no recurring monthly feature charge) and services including, but not limited to, coverage areas, and rounding practices, are subject to change or discontinuation upon reasonable notice. Customer understands and acknowledges that the rates being charged under this Agreement may include discounts in consideration of the number of Customer Globalstar Phones in active use by the Customer. Customer agrees that GCSC may discontinue such discounts should the number of lines in active use by the Customer fall below the number required for the granting of such discounts. Additionally, GCSC reserves the right to modify all other terms and conditions and any pricing plan at any time by written notice to Customer. Upon such notice, any changes shall automatically and without written amendment become part of this Agreement.

(b) *System Access Fee:* The System Access Fee is a monthly or annual charge of a set amount that applies to all service plans offered by GCSC. The System Access Fee is intended to compensate GCSC for general costs incurred by it in providing access to the Globalstar Service by customers, including without limitation network management costs, network maintenance costs, replacement network equipment, technology licensing costs, licensing fees payable to regulatory agencies and telecommunications contribution charges. GCSC advises Customer, and Customer acknowledges and agrees, that any representation to Customer by any person, including a sales agent or customer service representative of GCSC, that the System Access Fee is applied only to licensing fees payable to regulatory agencies, or to fees payable to government authorities generally, would be incorrect.

(c) *Billing:*

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

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

(iii) Customer accounts will be deducted a minimum of one minute for the initial minute and then in 30 second increments within the Home Territory. For post paid customers, if the Customer has selected a rate plan with "Bundled Minutes" those Bundled Minutes will be applied to the Home Territory Airtime used in the earliest part of each monthly billing cycle. Any unused Bundled Minutes remaining at the end of any monthly billing period will not be carried forward or credited against the next month's billing period.

(iv) Bills for post paid charges payable by Customer will generally be produced monthly, accessible through Customer's online account. Paper invoices can be requested at no additional cost. Monthly billing periods do not necessarily correspond to calendar months, and they may vary in length from approximately 28 to approximately 32 days. GCSC may change its billing procedures from time to time, and GCSC may bill Customer more often than monthly if Customer files for (or is otherwise compelled to seek) bankruptcy protection or if GCSC determines that there is a risk of Customer non-payment which may be indicated by, among other things, above-normal Customer usage of the Globalstar Service or non-payment of a prior bills when such bill was due and payable. Customer agrees to review his/her GCSC invoice to verify accuracy within 90 days of receipt and notify GCSC promptly of any discrepancies.

(v) Applicable federal, provincial, local and foreign taxes, fees and surcharges will be added to post paid Customer's monthly bill.

(d) *Payment:* Customer is responsible for the payment of charges for all services furnished to Customer under this Agreement, including, but not limited to, all calls originated by or completed to Customer's Globalstar Phone, and for the payment of all charges billed to Customer's access number, including toll, land, and long distance charges, if applicable. Customer may pay its bill by direct debit, credit card or by mailing a cheque or money order to the remittance address set forth in the invoice sent to Customer. Payments received after the due date on the bill may incur a late payment charge on the past due amount equal to 2.0% per month (24% per year) or the maximum rate permitted by law. If payment is returned or rejected by a bank or other financial institution for any reason (i.e., non-sufficient fund or NSF cheque, overdrawn account for pre-authorized payment, over the limit credit, expired date on credit card), then Customer shall pay a \$25 return or rejection charge (or GCSC's most recent fee then in effect). Customer authorizes GCSC to refer its account, if past due, to attorneys and/or collection agencies for further action. Customer shall also pay any and all costs, fees and expenses that GCSC incurs to collect any charges from Customer, including without limitation all court costs, attorneys' fees and collection agency fees and commissions as allowed by law. GCSC reserves the right to interrupt service at any time without notice and require accelerated interim payments in the event that (1) payment is not received by the invoice due date, (2) GCSC deems Customer's usage unusual or excessive in relation to Customer's security deposit, credit limit and/or normal usage patterns, as GCSC may determine in its sole discretion from time to time, or (3) Customer's payment is returned or rejected as described above. In the event of service interruption, monthly services will continue to be billed and customer shall be responsible for all charges accrued while the use of the phone is restricted by GCSC.

**4. Term, Trial Period and Termination:**

(a) *Initial Term:* For all term customers, the initial term of this Agreement shall begin on the activation date and continue for the period of 12 months as set forth in the "Agreement Term" on the face of this Agreement ("**Initial**

**Term**). Commencing on the date that service is first provided to the Customer pursuant to this Agreement, the Customer shall have a trial period of 15 calendar days during which the Customer shall, acting reasonably, determine whether the GCSC service meets the Customer's needs. During the trial period GCSC may establish reasonable limits on the use of the Globalstar Service and the Customer may, by notice in writing to GCSC as provided in subsection 7(e) of this Agreement, cancel this Agreement without penalty if Customer has used less than the permitted usage for the trial period as established by Globalstar from time to time (which shall, at all times, be at least 50% of the monthly usage limit) and, where applicable, returned any device provided by GCSC (i.e. direct ecomm sales), in near-new condition, including original packaging. If, at the time that this Agreement is executed by the Customer, the Customer identifies him/herself as a person with a disability, GCSC shall extend the trial period from 15 to 30 calendar days and make available to such Customer at least double the general trial period usage amounts for the Globalstar Service for the trial period (which shall, at all times, be at least 100% of the monthly usage limit). Unless sooner terminated pursuant hereto, or unless extended by Customer to obtain new, additional or different benefits, this Agreement automatically extends indefinitely thereafter on a month to month basis for all annual term plans (including those billed monthly), and GCSC shall provide the Customer 90 calendar days' notice of such extension prior to the date upon which the Initial Term expires. The Customer may cancel this Agreement at any time by notice in writing to GCSC as set out in subsection 7(e) of this Agreement and such cancellation shall take effect on the day that GCSC received such notice of cancellation. If during the Initial Term this Agreement is terminated by the Customer, the Customer shall pay an early termination equal to the lesser of \$50.00 or 10% of the minimum monthly charge for the remaining months of the contract, up to a maximum of 24 months. If a Customer switches from a higher rate plan to a lower rate plan there will be a \$50 change fee or GCSC's most recent change fee and the customer will begin a new 1 year term on the first day of the new rate plan. If a Customer activates on any Annual Plan (where airtime fees for the year are paid at beginning of the annual term), the Customer will not be penalized for terminating their contract before the end of their contract, however they will not be reimbursed for the remaining months on their contract.

(b) *Non-Payment*: Upon non-payment of any sum due to GCSC in excess of \$50.00 or where an account has been past due for more than two months or where the Customer fails to provide or maintain a deposit or where the Customer fails to comply with any deferred payment plan, or upon any violation of the terms, conditions, laws, rules or regulations governing the use of service, GCSC may, by a notice in writing (which notice shall be deemed given 5 days after it is placed in Canada Post mail addressed to Customer's last known address, or earlier if Customer files for, or is compelled to seek, bankruptcy protection) and without incurring any liability, either refuse, reduce or temporarily or permanently terminate service (including associated long distance and international direct dialing services) to Customer. In addition, the Globalstar Service may be refused, reduced or temporarily or permanently terminated by GCSC without notice (unless required by applicable law) and without incurring any liability if (1) GCSC has not received and posted Customer's first payment within two (2) months of the due date on Customer's first bill, upon appropriate notice to Customer; or (2) GCSC is informed that the Globalstar Service is being used by Customer in a manner which might adversely affect GCSC's service to others; or (3) GCSC receives from a law enforcement agency a written finding, signed by a magistrate, that probable cause exists to believe: (i) that Customer has used or will use the Globalstar Service in violation of or to violate the law, and (ii) that the character of Customer's use of the Globalstar Service is such that immediate action is required to protect the public's health, safety or welfare; or (4) the ESN/mobile number combination utilized by Customer is determined by GCSC to have been duplicated or otherwise to be associated or potentially associated with the fraudulent use of service; or (5) GCSC is requested by a customer or by another service provider to deny service to a Globalstar Phone which was reported to be lost or stolen, or GCSC is requested by another service provider to deny service to a Globalstar Phone determined to be associated or potentially associated with the fraudulent use of service or disconnected from service for non-payment of, or owing unpaid, service charges; or (6) GCSC determines that Customer's application for the Globalstar Service included information that was fraudulent, false or incomplete; or (7) Customer uses equipment either not authorized by or on record with GCSC; or (8) occurrence of any other event of default. If Globalstar Service is interrupted for non-payment GCSC may, at its sole option, reactivate the Globalstar Service upon payment by Customer in full of the past due amount, any penalties associated with the late payment, and a service restoration charge of \$25 or GCSC's most recent restoration fee then in effect plus a deposit may be required based on the Customer's payment history.

In addition to the rights contained herein, GCSC reserves the right to pursue any other remedy at law or in equity. All rights and remedies granted to GCSC are cumulative and not alternate, and GCSC's failure to exercise any right or remedy shall not constitute a waiver of such right or remedy or of any future default by Customer.

### **Termination for Failure to Pay**

(c) If GCSC terminates the Globalstar Service due to the Customer's failure to pay any sum in excess of \$50.00 or because the Customer's account has been past due for more than 2 months or where Customer fails to maintain an adequate deposit or fails to comply with any deferred payment plans the following conditions shall apply:

1. except with the consent of the Customer or in exceptional circumstances (as determined by GCSC), termination of service shall occur only on weekdays between 8 a.m. and 5 p.m. or on weekends between 9 a.m. and 5p.m., unless the weekday or week-end precedes a statutory holiday, in which case disconnection may not occur after noon; and
2. if the Customer's service is terminated in error, GCSC shall, upon being so notified by the Customer, restore services by the end of the next business day at no additional charge.

### **Notice Before Termination of Service:**

(d) Except in emergency situations as determined by GCSC, GCSC shall provide reasonable notice to the Customer 14 calendar days prior to any termination of service. GCSC shall provide a second notice to advise the Customer that the Globalstar Service will be disconnected at least 24 hours before disconnection, except if (i) repeated attempts to contact the Customer have failed, (ii) action is necessary to protect the network from harm, or (iii) Globalstar has a reasonable suspicion that fraud is occurring or likely to occur. The notices shall inform the Customer of the following:

1. the reason for disconnection and the amount owing;
2. the scheduled disconnection date;
3. the availability of deferred payment plans, if any;
4. the amount of any reconnection charge, if any; and
5. contact information to discuss the pending disconnection.

### **Dispute Over Termination**

(e) Unless GCSC has reasonable grounds to believe that the purpose of a dispute by the Customer is to evade or delay payment, GCSC shall not terminate service if (i) the Customer notifies GCSC on or before the scheduled termination date that Customer disputes the reason for the termination, and (ii) the Customer pays any amounts due for undisputed charges.

### **5. LIMITATIONS OF LIABILITY:**

NEITHER GCSC NOR ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS SHALL BE LIABLE FOR ANY ACT OR OMISSION TO THE EXTENT NOT ATTRIBUTABLE TO GCSC'S PERSONNEL OR GROUND EQUIPMENT, AND GCSC'S LIABILITY FOR ANY NEGLIGENT OR GROSSLY NEGLIGENT ACT OR OMISSION RESULTING IN ANY INTERRUPTION, DELAY, DEFECT OR ERROR IN SERVICE SHALL IN NO EVENT EXCEED THE PROPORTIONAL CHARGES TO CUSTOMER FOR THE PERIOD OF THE SERVICE INTERRUPTION OR DEFECT. GCSC SHALL HAVE NO LIABILITY WHATSOEVER FOR (1) INTERRUPTIONS OR DEFECTS IN SERVICE WHICH AFFECT CUSTOMER FOR LESS THAN 72 CONTINUOUS HOURS, OR (2) ANY OF THE LIMITATIONS OF SERVICE REFERRED TO IN SECTION 2 "CONDITIONS ON USE OF THE GLOBALSTAR SERVICE" HEREOF, OR (3) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR INJURIES. WHEN TRAVELING OUTSIDE THE HOME TERRITORY, THE GLOBALSTAR SERVICE MAY BE LIMITED DUE TO THE UNAVAILABILITY OF THE GLOBALSTAR SYSTEM OR OTHER FACTORS.

### **6. CUSTOMER INDEMNITY:**

CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND GCSC AGAINST ANY CLAIMS RELATING TO CUSTOMER'S MISUSE OF THE GLOBALSTAR SERVICE OR GLOBALSTAR PHONE OR OTHER EQUIPMENT USED IN CONNECTION WITH THE GLOBALSTAR SERVICE. CUSTOMER AGREES TO REIMBURSE GCSC FOR ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY GCSC IN DEFENDING ANY CLAIMS RELATING TO CUSTOMER'S MISUSE OF THE GLOBALSTAR SERVICE OR THE GLOBALSTAR PHONE OR OTHER EQUIPMENT USED IN CONNECTION WITH THE GLOBALSTAR SERVICE.

### **7. General:**

(a) *Assignment*: Customer may not assign this Agreement, nor any of its rights and obligations hereunder, to any other person, firm, agency, corporation or other legal entity without the prior approval of GCSC.

(b) *Successors and Assigns*: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns. This Agreement is entered into solely for the benefit of such parties. Nothing contained herein will be deemed to create any third-party beneficiaries or confer any benefit or rights on or to any person not a party hereto, and no person not a party hereto shall be entitled to enforce any provisions hereof or exercise any rights hereunder.

(c) *Currency*: Unless otherwise stated, all references in this Agreement to dollar amounts, "dollars" or "\$" are references to Canadian dollars.

(d) *Governing Law*: This Agreement is governed by the laws of the Province of Ontario and any applicable federal law.

(e) *Waiver and Severability*: (1) Neither the waiver by either of the parties hereto of a breach of or a default under any of the terms and conditions of this Agreement nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights, or privileges hereunder. (2) In the event that any one or more of the provisions of the terms and conditions of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity and unenforceability shall not affect any other provision of this Agreement.

(f) *Notice*: In the event Customer desires to provide notice to GCSC, as required by any of the terms and conditions herein or for any other reason, including any communication from customer regarding disputed debts, and any instrument tendered as full satisfaction of a debt, must be provided either to (i) the Customer Relations Team at 877-452-5782, or (ii) by certified mail to Globalstar Canada Satellite Co., Customer Care Department, 1351 Holiday Square Blvd, Covington, LA 70433, USA.

(g) *Complete Agreement*: These terms and conditions contain the entire Agreement between GCSC and Customer superseding all prior agreements whether oral or written. CUSTOMER ACKNOWLEDGES THAT (S)HE HAS RELIED ON NO ORAL OR WRITTEN REPRESENTATIONS MADE BY OR ON BEHALF OF GCSC OR ANY EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF GCSC THAT ARE NOT INCORPORATED INTO THIS DOCUMENT.

8. Globalstar reserves the right to make changes to, or terminate the Quick Locate service at any time without notice. Quick Locate terms and conditions may change at any time without notice.

9. Additional information about the Globalstar Service, including bill management, data usage, service area coverage maps, and customer service contact information can be found at Globalstar's website [www.globalstar.ca](http://www.globalstar.ca) Customers seeking information about the CRTC's Wireless Code or how to make a complaint about wireless services are directed to the CRTC's website [crtc.gc.ca](http://crtc.gc.ca).

10. You may contact us by calling 1-877-452-5782 or 611 from your Globalstar phone, while in satellite mode or by writing to: Globalstar Canada Customer Relations, 1351 Holiday Square Blvd, Covington, LA 70433, USA.