



SPOT LLC LIMITED **PRODUCT AND MODULE WARRANTY**

SPOT LLC (“SPOT”) warrants that all commercial asset tracking/ IoT/M2M products (the “Products”) manufactured by SPOT or its affiliates and sold to Purchaser shall be free from Defects in materials and workmanship. A “Purchaser” is defined as the party purchasing Product(s) directly from SPOT or one of its affiliates. A “Defect” is defined as a Product’s failure to comply with the most current version of any specifications for the Products delivered by SPOT to the Purchaser (or any modifications to any such specifications agreed to in writing by SPOT) that is so material that it prevents the commercial operation of the Product. At SPOT’s sole option, SPOT will replace or repair any Products which have a Defect, as confirmed by SPOT’s inspection, or credit to Purchaser the purchase price of the Products in lieu of repair or replacement. The period of warranty commences on the date of initial activation of the Product on the Globalstar satellite network and extends for a period of one year (the “Warranty Period”), excluding battery; provided that Purchaser must reasonably inspect any Products received from SPOT and make any warranty claims relating to shipping damage identified in such inspection within thirty (30) days of receipt of the Products or such shipping damage claim rights shall be deemed waived. The Purchaser’s rights to make a claim under this Product warranty are subject to the Purchaser’s compliance with SPOT’s Warranty Returns Procedures as set forth in this Statement of Warranty. SPOT shall have no responsibility for any warranty claims made by the Purchaser after the expiration of the Warranty Period.

SPOT LLC (“SPOT”) warrants that all commercial integrator modules designed for incorporation by Purchaser into their own asset tracking/ IoT/M2M products (the “Modules”) manufactured by SPOT or its affiliates and sold to Purchaser shall be free from Defects in materials and workmanship. A “Purchaser” is defined as the party purchasing Module(s) directly from SPOT or one of its affiliates. A “Defect” is defined as a Module’s failure to comply with the most current version of any specifications for the Module delivered by SPOT to the Purchaser (or any modifications to any such specifications agreed to in writing by SPOT) that is so material that it prevents the commercial operation of the Module. At SPOT’s sole option, SPOT will replace or repair any Modules which have a Defect, as confirmed by SPOT’s inspection, or credit to Purchaser the purchase price of the Modules in lieu of repair or replacement. The period of warranty commences on the date of shipment of the Module to Purchaser and extends for a period of one year (the “Warranty Period”); provided that Purchaser must reasonably inspect any Modules received from SPOT and make any warranty claims relating to relating to shipping damage that are identified in such inspection within thirty (30) days of receipt of the Modules or such shipping damage claim rights shall be deemed waived. SPOT’s warranty is for the Module alone, and SPOT makes no representation whatsoever regarding the suitability or feasibility of the Module for inclusion in Purchaser’s products. Purchaser alone is responsible for determining the suitability of the Module for inclusion in its products. The Purchaser’s rights to make a claim under this Module warranty are subject to the Purchaser’s compliance with SPOT’s Warranty Returns Procedures as set forth in this Statement of Warranty. SPOT shall have no responsibility

for any warranty claims made by the Purchaser after the expiration of the Warranty Period, irrespective of whether or not the Products were actually used during the Warranty Period, maintained in inventory or retained in their packaging.

Any purchase of Product(s) and/or Module(s) from SPOT by the Purchaser is expressly conditioned on Purchaser's acceptance of this Statement of Warranty. This warranty is SPOT's sole liability and the Purchaser's exclusive remedy for any Defects in the Product(s) and/or Module(s), provided that this warranty shall not be construed to limit the liability of SPOT for its willful misconduct or gross negligence. No effect will be given to any conflicting terms contained in any documentation provided by Purchaser, including without limitation, any purchase orders or similar documents.

This warranty is void in its entirety with respect to any Defects attributable to (i) any repairs, attempted repairs, or modifications made by Purchaser to any Product(s) or Module(s) without the prior written consent of SPOT, (ii) any improper use of the Product(s) or Module(s) by the Purchaser, any incorrect fitting of parts, any improper storage or any other failure by the Purchaser to comply with any installation, maintenance or use instructions provided by SPOT, or (iii) any exposure of the Product(s) or Module(s) to any weather or operating conditions that are not within its specified tolerances.

EXCEPT AS PROVIDED ABOVE, THE PRODUCT AND/OR MODULE IS SOLD "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES REGARDING THE CONDITION, DESIGN, SPECIFICATIONS, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT OR MODULE, WHETHER PRODUCT OR MODULE IS USED INDIVIDUALLY OR IN COMBINATION WITH OTHER EQUIPMENT, COMPONENTS OR SERVICES. SPOT MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCT OR MODULE IS FREE FROM LATENT DEFECTS OR DEFICIENCIES, OR THAT THE PRODUCT OR MODULE IS FREE FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, OR PROPRIETARY RIGHT OF ANY THIRD PARTY AND SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

THIS LIMITED WARRANTY PROVIDES THE SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTS IN THE PRODUCT(S) OR MODULE(S). IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. OUR LIABILITY IS LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCT OR MODULE THAT IS THE SUBJECT OF A CLAIM.

This Statement of Warranty shall be governed by and construed in accordance with the laws of State of Delaware, without reference to any conflicts of laws principles.

SPOT WARRANTY RETURNS PROCEDURE

In the event that Purchaser finds it necessary to return a Product or Module to SPOT that is covered by this Statement of Warranty, Purchaser must follow this Warranty Returns Procedure (this "RMA Procedure") for processing of returns which has been established to ensure proper tracking of returned Product(s) or Module(s) and for appropriate crediting to Purchaser's account. SPOT tracks returns of Product(s) and Module(s) through the issuance of an RMA number to a Purchaser requesting a return. Each Product or

Module that is returned to SPOT must have an RMA number associated with such Product or Module. Any Product(s) or Module(s) that are returned without an RMA number will be returned to Purchaser without any further action being taken by SPOT. SPOT has no responsibility for any Product(s) or Module(s) not returned by Purchaser in strict compliance with this RMA Procedure. The RMA Procedure is as follows:

1. Purchaser should first contact his or her sales representative to describe any issue being experienced and the alleged Defect with a Product or Module. Purchaser will be contacted by one of SPOT's sales engineers to validate the issue before an RMA number is provided to Purchaser.
2. If the issue is validated by SPOT's sales engineer, Purchaser must provide SPOT with the following information in spreadsheet format in order to receive an RMA number: ESN, firmware type, provisioned date, profile programmed, and part number for each Product or Module in question. By submitting such a request for an RMA number, Purchaser authorizes SPOT to access the message history relating to such Product or Module through Globalstar or any other means available. The Purchaser shall also provide SPOT with any additional technical and back-office information requested by SPOT that SPOT considers necessary to further validate the issue. A warranty claim shall not be deemed made by Purchaser for purposes of this Statement of Warranty until Purchaser has requested an RMA number from SPOT in accordance with this RMA Procedure and provided SPOT with all necessary information requested by SPOT.
3. SPOT's sales representative will provide the RMA number to Purchaser for an authorization to return the validated Product(s) or Module(s). Depending on the validated issue, SPOT retains the authority to request the return of a sample of the validated Product(s) or Module(s). This step may be necessary to isolate and confirm the issue is within SPOT's Product or Module, thus preventing a potential return of a large number of Product(s) or Module(s) that may have nothing wrong with them. The Purchaser's shipment of any Product(s) or Module(s) to SPOT under this RMA Procedure is at Purchaser's expense.
4. SPOT's manufacturing organization will evaluate the returned Product(s) or Module(s) while considering the profile programmed and message history as provided in conjunction with the sales engineer's review to attempt to duplicate and diagnose the issue.
5. If it is confirmed that the Product(s) or Module(s) have a Defect and are covered by SPOT's warranty obligations, SPOT's Program Management will authorize: (i) shipment of the repaired or replaced Product or Module to Purchaser, or (ii) SPOT's accounting department to issue a credit to Purchaser's account. Serialized Product(s) or Module(s) may be replaced with identical Product(s) or Module(s) of different serial number. SPOT will return ship repaired or replaced Product(s) and Module(s) using the most economical method available. At this stage, the RMA Procedure is considered closed. Replaced units will carry the remaining warranty period from the original unit purchased. If unit is expired, the returned Product or Module will not carry any warranty.

SPOT will attempt to perform its evaluation analysis of the returned Product(s) or Module(s) within thirty (30) days from date of receipt, provided that SPOT shall have the right to take longer than thirty (30) days from the date of receipt to perform such analysis in its discretion. Purchaser will be informed of the results of the analysis as soon as it is completed.

Purchaser is responsible for retrieval of any Product(s) or Module(s) from the field and shipping the Product(s) or Module(s) to SPOT for evaluation. The Product(s) or Module(s) shall be packaged securely and in a manner that prevents damage during shipment. If the Product or Module is found to have a Defect, SPOT will return ship the Product or Module to the Purchaser at SPOT's expense. If the Product or Module is not found to have a Defect, Purchaser shall bear the cost for return shipment. Return shipment instructions are required within thirty (30) days from date of notice from SPOT that the Product or Module is ready to be returned. If instructions are not received, the Product(s) or Module(s) will be disposed of sixty (60) days from the date of notice. Any given RMA number will expire if the Product or Module is not received within thirty (30) days of issuance of the RMA number, and SPOT shall not be responsible for processing any Product or Module received after such date.