

**WIARCOM, INC. SATELLITE ASSET TRACKING
SERVICE ADDENDUM TO GENERAL TERMS
AND CONDITIONS OF SERVICE**

1. **APPLICABILITY.** The terms of this Addendum shall apply to WiarCom's provision of satellite asset tracking services (the "Service") and shall be in addition to the terms set forth in the General Terms and Conditions of Service and the Rate Plan. Except as otherwise expressly set forth in this Section 1, the terms of this Addendum shall govern in the event of a conflict with the General Terms and Conditions of Service, but the terms of the Rate Plan shall govern in the event of a conflict between this Addendum and the Rate Plan. Notwithstanding the foregoing, unless the limitations of liability set forth in Section 13.h. of the General Terms and Conditions of Service shall govern in the event of a conflict with the limitations of liability set forth in Section 5 of Exhibit A attached to this Addendum; provided, that if in a given case the limitations of liability set forth in Section 13.h. of the General Terms and conditions of Service are held to be inapplicable pursuant to a final, non-appealable decision of a court of competent jurisdiction, the limitations of liability set forth in Section 5 of Exhibit A shall apply.
2. **INITIATION AND CHANGES OF SERVICE.** Service shall be activated within 5 business days after WiarCom is notified that Hardware has been shipped to you. WiarCom shall notify you via e-mail of the activation of the Service. This Agreement may be amended or modified as required by law or any governmental authority having jurisdiction, or as otherwise determined appropriate by WiarCom in its sole discretion, and you agree to be bound by any such modification or amendment. The current version of the General Terms and Conditions of Service and the Satellite Asset Tracking Service Addendum are available at www.wiarcom.com.
3. **CUSTOMER INITIATED SERVICE CHANGES.** WiarCom can only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, change, reactivate or renew your Service.
4. **WIARCOM INITIATED SERVICE CHANGES.** WiarCom may change your Service at any time. This includes changing any or all of this Agreement, including without limitation, the prices and services provided. **IF WE INCREASE THE PRICE OF THE SERVICE BEYOND THE LIMITS SET FORTH IN YOUR RATE PLAN, YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE OR RETURNING OR PAYING FOR ANY PROMOTIONAL ITEMS, PROVIDED YOU OBJECT TO SUCH PRICE CHANGES. FAILURE TO OBJECT WITHIN 30 DAYS AFTER WIARCOM GIVES YOU NOTICE OF A CHANGE SHALL CONSTITUTE YOUR AGREEMENT TO THE CHANGE. NOTIFICATION WILL BE VIA E-MAIL. IT IS CUSTOMER'S RESPONSIBILITY TO KEEP WIARCOM INFORMED OF ANY CHANGES IN CUSTOMER'S E-MAIL ADDRESS.** The current General Terms and Conditions of Service and the Satellite Asset Tracking Service Addendum are available at www.wiarcom.com.
5. **TERM.** The initial term of your Service ("Initial Term") is specified in your chosen Rate Plan. Unless otherwise terminated in accordance with the terms hereof the Service will automatically renew for successive twelve (12) month periods (each such renewal, a "Renewal Period") at the then prevailing WiarCom prices.
6. **TERMINATION BY YOU.** You may elect to terminate the Service effective at the end of the Initial Term or any Renewal Period, by giving written notice to WiarCom no greater than 90 days and no less than 60 days prior to the end of such Initial Term or Renewal Period, as applicable, at the address set forth in your Rate Plan. You agree and acknowledge that any termination of the Service not made in accordance with Section 4 or the first sentence of this Section 6, including a termination by WiarCom pursuant to Section 11 of the General Terms and Conditions of Service or by you pursuant to Section 9 below, will be deemed an "Early Termination" and will damage WiarCom in an amount that is difficult to determine, but that a reasonable estimate of the damages to WiarCom shall be (a) \$250 per contracted unit in the event such Early Termination occurs during the Initial Term, or (b) \$150 per contracted unit in the event such Early Termination occurs during any Renewal Period. If your Rate Plan includes items other than the wireless service, you agree that upon any Early Termination you also will pay WiarCom an amount equal to the total retail value of the items divided by the initial contract term multiplied by the number of months remaining of the initial term (e.g. item's price \$360, contract term 36 months, 8 months remaining on initial contract calculates to $(\$360 / 36) * 8 = \80.00). You agree to pay WiarCom the amounts set forth in this Section 6 in addition to, and not in lieu of, all other charges for services due and owing hereunder.
7. **PRIVACY ISSUES.** WiarCom shall collect information about you, base units and your assets several different ways: from the data you provide to us when you register for the Service; from WiarCom web pages you visit or your calls to WiarCom; from WiarCom's service providers; and from the Equipment when the Service is active. THE INFORMATION OBTAINED BY WIARCOM INCLUDES THINGS SUCH AS DATA ABOUT THE EQUIPMENT'S OPERATION, ABOUT YOUR USE OF THE SERVICE, AND ABOUT THE LOCATION OF YOUR EQUIPMENT AND ASSETS. You agree that WiarCom may, subject to applicable law, use any of this information to: (a) share with roadside assistance providers, emergency service providers, police, security firms, fire department, ambulance and emergency health care providers or others, as needed or required by law; (b) check or maintain your Equipment, (c) comply with applicable law or regulation, valid orders of courts or regulatory bodies, and exigent circumstances; (d) help you or managers of assets to maintain the assets in which the Equipment is installed; (e) evaluate and improve our Service; (f) enforce this Agreement with you or others; (g) prevent fraud or misuse of the Service; (h) protect the rights, property, or safety of you or others; (i) offer you new or additional products or services; or (j) perform market research. You also agree that WiarCom may, subject to applicable law, share your contact information, information about the Service and the identification numbers of installed Equipment with WiarCom's equipment providers and WiarCom's service providers for purposes of offering you products and services. WiarCom provides the Service through a satellite communication network that may allow your communications to be intercepted by others. You agree to hold WiarCom harmless from any and all damages, loss or misuse arising out of or as a consequence of any such interception. **Your Equipment may become part of a satellite communication network that provides services to others, including other WiarCom customers.**
8. **SERVICE LIMITATIONS.** The Service works using an independent third party's satellite communications network (the "Satellite Network Provider"). By executing the Rate Plan, you acknowledge that you have read and agree with the Satellite Network Provider Disclosure Notice set forth on Exhibit A attached hereto. THE SERVICE MAY NOT BE AVAILABLE EVERYWHERE OR AT ALL TIMES. The Service requires the proper installation and maintenance of the Equipment. WiarCom does not guaranty that unauthorized interception of any data and/or traffic transmitted through the Service cannot or will not occur.
9. **EQUIPMENT LIMITATIONS.** WiarCom makes no guaranty that the Equipment will not become inoperable or obsolete because of changes to the satellite communication network (an "Equipment Obsolescence"). If an Equipment Obsolescence occurs, you may either (a) arrange with WiarCom for the purchase of new Equipment that is operable with the satellite communication system or, (b) terminate the Service, which termination shall constitute an Early Termination. WiarCom shall have no liability or obligation to you for any direct or indirect costs, expenses, or damages of any kind that are or may be incurred in connection with or as the result of an Equipment Obsolescence.

EXHIBIT A

SATELLITE NETWORK PROVIDER DISCLOSURE NOTICE

As used in this Exhibit A, the term Equipment means only Third Party Network Registered products or Third Party Network Certified products, as those terms are used in Section 3 below.

1. Disruptions in Service. The provision of Service to you relies on the proper functioning of the Equipment, as well as the proper functioning of the equipment forming the Satellite Network Provider System not under the control of WiarCom or its affiliates. WiarCom's obligations to provide Service to you is subject to each of the following:

- (a) The proper functioning of the satellite system owned by the Satellite Network Provider;
- (b) The proper functioning of any third party Gateway operator or carrier system relied upon to complete a transmission or call (such as long-distance, roaming, exchange or interconnection providers); and
- (c) The availability of capacity on the Satellite Network Provider system.

2. System Limitations. Be advised of the following constraints on WiarCom's ability to provide Service without disruption:

- (a) Each of WiarCom's system and the Satellite Network Provider's system is inherently capacity constrained;
- (b) Service may be refused or limited, without liability to WiarCom or the Satellite Network Provider, due to capacity limitations, including capacity limitations due to any repair, testing, upgrade or modification work on either WiarCom's system or the Satellite Network Provider system;
- (c) Emergency access on the Satellite Network Provider system by public safety organizations may preempt your use on the system;
- (d) Service is subject to disruptions and/or deficiencies caused by atmospheric or terrain conditions or in-building conditions.

3. Equipment. Equipment used on the Satellite Network Provider system is either Satellite Network Provider Registered or Satellite Network Provider Certified.

- (a) Satellite Network Provider Certified products have been tested to ensure that their performance meets the Satellite Network Provider's certification performance specifications.
- (b) Satellite Network Provider Registered products are approved for operation on the Satellite Network Provider System, but have no associated performance requirements.

4. Roaming. Every nation has the sovereign right to specify limits on roaming. It is your responsibility to be cognizant of, and compliant with, any laws or requirements imposed by the location that your assets may roam into, and to confirm that they are allowed to use the Equipment in that location. The Satellite Network Provider is not liable for confiscation of Equipment, lost revenue, fines, penalties or any other consequences resulting from illegal or disallowed roaming usage.

5. Limitation of Liability. You acknowledge and agree that your sole remedy for damages due to any failure, disruption or degradation in Service shall be limited to the charges imposed for the affected Service for the period such failure, disruption or degradation occurred. IN NO EVENT SHALL THE SATELLITE NETWORK PROVIDER BE LIABLE, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR LOSS OF PROFITS, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.