



STANDARD NETWORK DEVICE SALE TERMS AND CONDITIONS

THIS DOCUMENT contains the terms and conditions under which ORBCOMM sells network devices to customers under purchase orders where no form of master agreement as to terms and conditions of sale is in effect between ORBCOMM and the customer issuing the purchase order (“Customer”). These terms and conditions are to be incorporated by reference into the Sales Order Acknowledgement issued by ORBCOMM in response to a purchase order and govern over any terms or conditions stated in, referred to in, or attached to the purchase order or any acknowledgement issued by the customer.

1. Definitions. The following terms, when capitalized, carry the meanings assigned to them in this section when used in this document, any of the incorporated documents checked above, or any Related Order unless the context clearly demonstrates a contrary intention, in which case they carry their ordinary meanings.

“Affiliate” means a company controlling, controlled by, or under common control with, a Party.

“Confidential Information” has the meaning assigned to it in Section 12.

“Customer” has the meaning assigned in the preamble.

“Equipment” means ORBCOMM network devices, such as cellular, satellite, or dual mode modems, modules, chipsets, telematics units, other hardware manufactured by or for ORBCOMM and carrying the ORBCOMM brand, Software Components, and Peripheral Devices.

“Equipment Order” means a purchase order placed by the Customer for equipment and the related Sales Order Acknowledgement and these Standard Equipment Sale Terms and Conditions.

“Party” or “Parties” means ORBCOMM (as defined in the applicable Sales Order Acknowledgement) and/or Customer as the context requires.

“Peripheral Devices” means any Equipment furnished by ORBCOMM to Customer hereunder that was not manufactured by or for ORBCOMM and carrying the ORBCOMM brand, such as sensors, antennas, cabling, and conduits.

“Software Components” means software and firmware programs embedded in hardware.

2. DELIVERY AND ACCEPTANCE

a. Delivery of the Equipment shall be Ex Works (INCOTERMS 2011) for international sales, in both cases from the location of ORBCOMM’s contract manufacturer or distribution facility. Title and risk of loss of or damage to Equipment pass to the Customer upon delivery to the carrier for shipping.

b. ORBCOMM may make partial and advance deliveries in its sole discretion without penalty.

c. Delivery dates are approximate, but ORBCOMM will make commercially reasonable efforts to deliver on time and will notify Customer if a scheduled delivery is expected to be delayed. If Customer requests, ORBCOMM will arrange for shipment by premium transportation, provided that Customer will pay the additional shipping cost.

3. PACKAGING AND SHIPPING

a. ORBCOMM will, without additional charge to the Customer, package and, unless Customer instructs otherwise in writing, arrange for shipping the Equipment by ORBCOMM’s choice of carrier according to customary standards for domestic or international shipments, as the case may be, of similar items.

b. Customer is responsible and will be invoiced for the costs of shipping and any special packaging specified by Customer. Customer is responsible for insuring the Equipment in transit, if desired. If Customer desires ORBCOMM to arrange insurance in transit, Customer must so specify in writing. Customer is responsible and will be invoiced for costs of insurance arranged by ORBCOMM at Customer’s request. For international

ORBCOMM Standard Network Device Sale Terms And Conditions v. 1.1
CONFIDENTIAL

shipments, customs clearance is the responsibility of the Customer and duties and any customs clearance or customs brokerage fees or charges are to be paid directly by the Customer.

4. SECURITY INTEREST

ORBCOMM reserves, and Customer hereby grants ORBCOMM, a purchase money security interest in each item of Equipment, resulting in ORBCOMM having all rights of a secured creditor under the Uniform Commercial Code as enacted in New Jersey ("UCC") with respect thereto until such time as all Customer's payments and obligations for all Equipment ordered have been fully discharged. Customer agrees to execute and deliver any additional document or instrument ORBCOMM may reasonably request from time to time to evidence or perfect its security interest in the Equipment. Without limiting the foregoing, Customer agrees that ORBCOMM is authorized to file or record in any jurisdiction, without Customer's signature, any applicable financing statement under the UCC with respect to its interest in the Equipment. If Customer is in default of any obligation hereunder, or if a proceeding in bankruptcy, dissolution, liquidation, insolvency, receivership or reorganization is instituted by or against Customer, Customer's property or business, then ORBCOMM shall have the right to declare the unpaid balance owing under any orders to be payable immediately, and to take immediate possession of the Equipment or any portion thereof without demand, further notice or legal process.

5. PRICES

a. Unless the Customer places a purchase order which accepts these Terms and Conditions within the time period specified for a firm offer of price in a written ORBCOMM quotation, or unless Customer and ORBCOMM have agreed in writing that Customer will purchase its requirements of similar goods from ORBCOMM for a particular period at particular prices and Customer's order is placed within such period, all prices are subject to change by ORBCOMM without notice and all sales will be invoiced at ORBCOMM's published list prices for the ordered items if ORBCOMM accepts Customer's order.

b. Equipment prices are for the specified items of Equipment only and do not include any optional Equipment or accessories not listed in ORBCOMM's official description of the selected SKU.

6. PAYMENT TERMS. Payment with respect to Equipment, Data Services, and/or Professional Services shall be in U.S. Dollars and due in full within 30 days following the invoice date. Invoiced amounts are not subject to reduction, by set-off or otherwise, without the express prior written consent of ORBCOMM. Unless prior arrangements for electronic payment are made, payments will be by Customer's check on a U.S. bank sent by mail or overnight express to ORBCOMM's payment address per this Agreement. Customer maybe required to pay a late charge equal to one and one-half (1.5%) percent per month on all amounts not paid within thirty (30) days of the date of invoice. Should Customer fail to make payment as required in this Section or if ORBCOMM believes Customer's financial condition does not justify delivery of Equipment or Data Service, as the case may be, on the terms of payment above, ORBCOMM may require a letter of credit or full or partial payment in advance, may stop delivery of Equipment in transit, may reclaim Equipment upon demand and/or may terminate any order or any portion thereof.

7. TAXES

a. Pricing is exclusive of any applicable taxes, duty, tariffs or fees (collectively "taxes and fees") including but not limited to sales, use, excise, import, export, or any similar tax or any fee to comply with applicable government imposed regulations whatsoever including but not limited to environmental regulations regarding elimination of certain chemical content and recycling fees, FCC regulations, and any other regulations that govern or affect the provision of the Equipmen including any tax or fee levied on the transaction as a result of an audit by a governmental body.

b. Taxes and fees will be invoiced to and paid by the Customer. If Customer purchases the Equipment for installation on assets to be sold, leased, rented, or otherwise furnished to Customer's customers, Customer may submit a valid exemption certificate from the applicable state or states in lieu of payment of sales taxes; however, Customer shall indemnify and defend ORBCOMM at Customer's expense against all liability for any taxes or assessments, plus any interest, fines and penalties, assessed by any governmental entity, which are not invoiced by ORBCOMM to Customer in reliance upon an exemption certificate or a representation by Customer that such taxes or assessments are not applicable to the sale.

8. SOFTWARE COMPONENTS

“Software Components” means software and/or firmware programs or scripts embedded in the Hardware or otherwise furnished with or in connection to the Equipment by ORBCOMM, but does not include ORBCOMM’s Data Services. The Software Components are proprietary intellectual property owned by ORBCOMM or owned by a third party provider and licensed to ORBCOMM. The Software Components shall remain the property of such owner. Customer is only granted a personal, non-exclusive, non-transferable license to use the Software Components while resident on and in connection with the use of the Equipment. Customer shall not make any copies of the Software Components, download the Software Components off the Hardware, reverse engineer or decompile the Software Components, or disclose the Software Components to any third party. Customer shall have no rights in the Software Components except as expressly provided in this Section. To the extent that Customer purchase equipment for installation on assets to be sold, rented, leased, or otherwise furnished to Customer’s customers, Customer shall be permitted to sublicense the Software Components to its customers, but only on the same terms and subject to the same restrictions, stated in this section.

9. LIMITED WARRANTY AND DISCLAIMERS

a. ORBCOMM warrants to Customer that on the date each item of Equipment is delivered, it shall comply with the applicable ORBCOMM SKU description and be free from defects in material or workmanship, subject to the terms and conditions set forth in the remainder of this Section.

b. This warranty does not cover defects or nonconformity caused by abuse, mishandling, accident, improper storage, installation, application, operation, maintenance, temperature, humidity or other environmental condition, or the malfunction of another component or part (including any software or firmware) of any device in which the Equipment is installed or with which the Equipment interfaces, nor does it extend to Equipment which has been modified or repaired by anyone except ORBCOMM or its authorized service representative, or whose serial numbers or identification marks have been altered or removed.

c. This warranty shall apply only to defects which appear within one year from the date of delivery in the case of Equipment other than Peripheral Devices, and within thirty days from the date of delivery in the case of Peripheral Devices (in each case, the “Warranty Period”), and of which Customer notifies ORBCOMM in writing, as provided, within 60 calendar days after Customer’s discovery of the defect.

d. If a price for Extended Warranty is included in a written quotation from ORBCOMM with respect to a particular item of Equipment (other than Peripheral Devices), the Warranty Period for that item may be extended for the period specified in the quotation by Customer’s order for and payment of the price of the Extended Warranty per the quotation. Terms, conditions, and procedures of the Extended Warranty are otherwise the same as those of the standard warranty.

e. New replacement Equipment and repaired Equipment provided to Customer by ORBCOMM under this warranty are warranted as new for the longer of the remainder of the original warranty period, or 90 calendar days from the date of shipment of the repaired or replaced Equipment.

f. ORBCOMM’s sole obligation, and Customer’s sole and exclusive remedy for defective or nonconforming Equipment is repair, replacement, or refund or credit of the original purchase price (not including any shipping or service charges associated therewith) at ORBCOMM’s option under the terms of this warranty, and such repair, replacement, refund or credit shall satisfy ORBCOMM’s entire obligation to Customer for defective or nonconforming Equipment and liability to or through Customer, whether in contract, tort, negligence, strict liability or otherwise.

g. Prior to returning Equipment for warranty adjustment, Customer shall request a return authorization number and return shipping instructions from ORBCOMM. The return authorization number shall be placed conspicuously on the outer package shipping label and the returned Equipment shall be shipped to the warranty administrator at the address designated by ORBCOMM in the return authorization. Returned Equipment shall be accompanied by a written description of the reasons for the return, the circumstances under which the defect became apparent, and the date the defect occurred or, if not known, the date the defect was discovered.

h. Customer is responsible for any and all costs and risks of de-installation of the Equipment and Customer shall return allegedly defective Equipment for which a return authorization number has been obtained to ORBCOMM’s designated warranty administration facility with shipping charges prepaid. ORBCOMM shall reimburse Customer for those shipping charges (but not the costs or risks of de-installation) if the returned

ORBCOMM Standard Network Device Sale Terms And Conditions v. 1.1
CONFIDENTIAL

Equipment is found to be defective or nonconforming and the defects or nonconformities are covered by this warranty.

i. If returned Equipment is found to be conforming and not defective, then ORBCOMM shall ship the Equipment back to Customer and shall invoice Customer and Customer shall pay the costs of testing and return shipment.

j. If returned Equipment is found to contain a defect which is not covered by this warranty, then ORBCOMM shall provide a written quotation showing the estimated costs of repair or the price of a replacement. If Customer does not provide instructions as to disposition of the Equipment within 30 calendar days from receipt of the estimate or quotation, then ORBCOMM shall ship the Equipment back to Customer and invoice Customer and Customer shall pay the costs of testing and return shipment.

k. If returned Equipment is found to be defective or nonconforming and the defect or nonconformity is covered by this warranty, then ORBCOMM shall, at its option and at no charge to Customer, repair or replace the Equipment or offer Customer the choice of a refund or credit in the amount of the original purchase price paid for the Equipment, exclusive of any associated shipping or service charges. Following the repair or replacement, ORBCOMM shall ship the Equipment back to Customer at ORBCOMM's expense. Customer is responsible for all costs and risks of installation of the repaired or replaced Equipment.

l. ORBCOMM MAKES NO WARRANTIES OTHER THAN THAT EXPRESSLY STATED IN THIS SECTION. ORBCOMM DISCLAIMS ALL OTHER WARRANTIES AND STATUTORY OR OTHER IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION: IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR TITLE; IMPLIED WARRANTIES AGAINST CLAIMS OF PATENT INFRINGEMENT OR THE LIKE; AND ANY IMPLIED WARRANTY OR VARIANCE FROM THE TERMS OF THE EXPRESS WARRANTY STATED HEREIN ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT ORBCOMM TO DISCLAIM ANY PARTICULAR IMPLIED WARRANTY, THE TERM OF SUCH IMPLIED WARRANTY IS LIMITED TO THE TERM OF THE EXPRESS WARRANTY STATED HEREIN AND CLAIMS UNDER SUCH IMPLIED WARRANTY ARE SUBJECT TO THE PROCEDURES STATED HEREIN FOR CLAIMS UNDER THE EXPRESS WARRANTY.

m. No action for any breach of any warranty by ORBCOMM may be commenced more than one (1) year following the expiration date of the applicable Warranty Period.

10. LIMITATIONS OF LIABILITY

a. IN NO EVENT AND UNDER NO CIRCUMSTANCES, SHALL ORBCOMM BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF PRODUCT, LOSS OF LOAD, LOSS OF SERVICE, COLLATERAL DAMAGE TO PROPERTY, BUSINESS INTERRUPTION, LOSS OF OR INCORRECT BUSINESS INFORMATION/DATA AND THE LIKE) SUFFERED OR INCURRED BY CUSTOMER OR ANY THIRD PARTY ARISING FROM OR IN CONNECTION WITH (i) ANY BREACH OF ANY PROVISION OF THIS AGREEMENT; (ii) THE DELIVERY, USE, PERFORMANCE OR NONPERFORMANCE OF ANY ITEM SUPPLIED UNDER THIS AGREEMENT; (iv) ANY CLAIMS AGAINST CUSTOMER BY ANY PARTY; OR (v) ANY OTHER OBLIGATION ORBCOMM MAY HAVE, REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORSEEABLE AND REGARDLESS OF WHETHER ORBCOMM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY, AND NOT THAT OF ORBCOMM, TO INSURE ITS ASSETS AND BUSINESS AGAINST SUCH RISKS TO THE EXTENT IT DEEMS APPROPRIATE AND THAT ANY SUCH RISKS AGAINST WHICH CUSTOMER DOES NOT OBTAIN INSURANCE ARE CUSTOMER'S RISKS ALONE.

b. CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTIES AND THE MAXIMUM EXTENT OF ORBCOMM'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE, BUT EXCEPTING LIABILITY FOR PERSONAL INJURY CAUSED SOLELY BY ORBCOMM'S NEGLIGENCE) WITH RESPECT TO THE EQUIPMENT FURNISHED UNDER THIS AGREEMENT AND ALL OTHER PERFORMANCE OR NONPERFORMANCE BY ORBCOMM RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE PRICE CUSTOMER HAS PAID FOR THE EQUIPMENT WHICH IS THE SUBJECT OF THE DAMAGE CLAIM. CUSTOMER SHALL INDEMNIFY AND HOLD ORBCOMM HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS, EXPENSES, DAMAGES AND LIABILITIES OF ANY KIND THAT ARISE OUT OF OR ARE CONNECTED WITH THE BUYER'S POSSESSION, USE, OR

OPERATION OF THE EQUIPMENT TO THE EXTENT THAT THEY EXCEED THE PRICE CUSTOMER HAS PAID FOR THE EQUIPMENT WHICH IS THE SUBJECT OF THE DAMAGE CLAIM.

c. THE LIMITATIONS OF LIABILITY AND INDEMNITIES SHALL SURVIVE FOR THE LIFE OF THE EQUIPMENT. THESE EXCLUSIVE REMEDIES SHALL NOT BE DEEMED TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE SO LONG AS ORBCOMM IS WILLING TO REPAIR OR REPLACE DEFECTIVE EQUIPMENT OR REFUND THE PRICE PAID BY THE CUSTOMER. ORBCOMM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ORBCOMM ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, OR USE OF THE EQUIPMENT FURNISHED UNDER THIS AGREEMENT.

11. EXPORT COMPLIANCE

In the case of an international sale, that is, one in which Customer has designated a destination address for Equipment that is outside the United States, ORBCOMM shall be responsible for obtaining any required export licenses from the United States Government to cover such sale to such designated destination. Customer shall be responsible for obtaining from any government all necessary licenses and permission to import the Equipment to such designated destination. Customer shall not violate the terms of the applicable export license, divert or suffer the diversion of any shipment of Equipment from its designated destination and shall not otherwise export (as the term is defined in applicable United States laws), re-export, re-import, or forward any of the Products without all necessary licenses from the United States Government and any other government with jurisdiction over such transaction.

12. CONFIDENTIALITY

a. "Confidential Information" means information marked or otherwise identified in writing by a Party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes non-public information regarding either Party's products, features, marketing and promotions, as well as the terms of this Agreement and any pricing provided by ORBCOMM to Customer other than ORBCOMM's published list prices.

b. Confidential Information does not include information which: (i) the recipient developed independently without reference to any of the discloser's Confidential Information; (ii) the recipient knew before receiving it under this Agreement; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

c. During and for a period of 5 years after the term of this agreement, neither Party will use the other Party's Confidential Information without the other Party's written consent except in furtherance of this business relationship or as expressly permitted by this Section, or disclose the other Party's Confidential Information except: (i) to obtain advice from legal or financial consultants; or (ii) if compelled by law, in which case the Party compelled to make the disclosure will use its best efforts to give the other Party notice of the requirement so that the disclosure can be contested.

d. Each Party will take all reasonable precautions to safeguard the other Party's Confidential Information. Such precautions will be at least as great as those the Party takes to protect its own Confidential Information. The receiving Party will disclose the other Party's Confidential Information to its employees or consultants only on a need-to-know basis and subject to the confidentiality obligations imposed herein. When the other Party's Confidential Information is no longer necessary to perform any obligation under this Agreement, the receiving Party will return it to the other Party or destroy it at the other Party's request. Each Party will immediately notify the other Party upon discovery of any unauthorized use or disclosure of the other Party's Confidential Information, and will cooperate in any reasonable way to help the other Party regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

e. Either Party may provide suggestions, comments or other feedback to the other Party with respect to the other Party's products and services. Such feedback is voluntary, and the party receiving the feedback may use it for any purpose without obligation of any kind, except that the Party receiving the feedback will not disclose the source of the feedback without the consent of the Party providing it.

f. Each Party is free to develop products independently without the use of the other Party's Confidential Information. Neither Party is obligated to restrict the future work assignments of people who have had access to Confidential Information. In addition, each Party, and these people, are free to use the information that these

ORBCOMM Standard Network Device Sale Terms And Conditions v. 1.1
CONFIDENTIAL

people remember related to information technology, including ideas, concepts, know-how or techniques, so long as Confidential Information of the other Party is not disclosed in violation of this Agreement in the course of such use. This use will not grant either Party any rights under the other Party's copyrights or patents, and does not require payment of royalties or separate license.

13. **FORCE MAJEURE.** ORBCOMM shall not be liable for failure to perform any of its obligations under this Agreement or any Equipment Order hereunder due to causes beyond its reasonable control. Such causes shall include, but shall not be limited to, such things as acts of God, fire, flood, earthquake or other natural disaster, unusually severe weather conditions, war, terrorist activity, embargo, riot, the intervention of any governmental authority, strikes (regardless of the characterization thereof), labor slowdowns or walkouts, shortages of labor, material or transport, and failures of suppliers to deliver in accordance with the terms of their contracts. ORBCOMM will, within a reasonable time after a *force majeure* event, notify Customer in writing, and the time for delivery or other performance by ORBCOMM hereunder shall be extended by at least the same length of time as such *force majeure* event continues.

14. **NO JOINT VENTURE.** The Parties hereunder are independent contractors, and nothing in this Agreement will be construed as creating a partnership, franchise, joint venture, employer-employee or agency relationship. Neither party shall have the right to, and neither party shall, control the means or methods by which the other party carries out its obligations under this Agreement or any Related Order.

15. **NO THIRD PARTY BENEFICIARIES.** The provisions of this Agreement are for the benefit of the Parties and not for any other person or entity. In particular, a cross-reference in a Related Order to another person or entity who may be purchasing equipment or services to be used in conjunction with those purchased by the Customer is not intended to, and shall not, constitute the referenced person or entity a party to or beneficiary of this Agreement or the referencing Related Order.

16. **SEVERABILITY.** If any provision of this Agreement or any Related Order hereunder is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. The Parties intend that the provisions of this Agreement and Related Orders be enforced to the fullest extent permitted by applicable law. Accordingly, the Parties agree that if any provision is deemed not enforceable, it will be deemed modified to the extent necessary to make it enforceable.

17. **SECTION HEADINGS.** The section headings used in this Agreement are intended for convenience only and will not be deemed to supersede or modify any provision.

18. **ASSIGNMENT.** The Equipment Order is binding on the Parties and their respective successors and assigns. Either party may assign the Equipment Order an Affiliate on prior notice to the other. ORBCOMM may assign this Agreement and Related Orders to any person or entity acquiring all or substantially all of the business and assets of ORBCOMM upon prior notice to Customer. Otherwise, neither party may assign this Agreement or any Related Order without the prior written consent of the other and any such attempted assignment without such consent shall be void.

19. **NOTICES.** All notices between the Parties must be in writing and will be deemed given as of the day they are received either by messenger, delivery service, or the United States Mail, postage prepaid, addressed to the Party as specified above, or to such other addresses as the Party to receive the notice or request so designates by written notice to the other Party.

20. **MARKETING.** Each Party is prohibited from using in advertising, publicity, promotion, marketing, or other similar activity, any name, trade name, trademark, or other designation, including any abbreviation, contraction or simulation, of the other Party without the prior written permission of the other Party. Notwithstanding the foregoing, ORBCOMM may identify Customer by name on its customer list or similar marketing presentation.

21. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement and all Related Orders shall be construed and controlled by the substantive laws of the State of New Jersey without reference to conflict-of-laws principles. The Parties consent to exclusive jurisdiction and venue in the state and federal courts sitting in New Jersey. The Parties waive all defenses of lack of personal jurisdiction and *forum non conveniens* with respect to actions arising out of or relating thereto that are so filed. Process may be served on either Party in the manner authorized by applicable law or court rule. In any action to enforce any right or remedy under this Agreement or any Related Order or to interpret any provision of this Agreement or Related Order, the prevailing Party will be entitled to recover its reasonable attorneys' fees, costs, and other expenses. The United Nations Convention on

ORBCOMM Standard Network Device Sale Terms And Conditions v. 1.1
CONFIDENTIAL

Contracts for the International Sale of Goods shall not apply to any transaction under these Standard Terms and Conditions.

22. INTEGRATION AND RISK ALLOCATION. THE EQUIPMENT ORDER, INCLUDING THE SERVICE ORDER ACKNOWLEDGEMENT, WHICH, WITH THIS DOCUMENT, REPRESENT THE PARTIES' ENTIRE AGREEMENT AND CANNOT BE MODIFIED EXCEPT BY A WRITING SIGNED BY A DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY ORBCOMM REFLECT THE ALLOCATION OF RISK EXPRESSED BY THE LIMITED WARRANTIES, THE EXCLUSIVE LIMITED REMEDIES FOR BREACH OF THOSE LIMITED WARRANTIES, AND THE LIMITATIONS ON LIABILITY AND DAMAGES SET FORTH IN THIS INTEGRATED AGREEMENT. BY EXECUTING THIS AGREEMENT, CUSTOMER ACCEPTS THESE TERMS AND CONDITIONS AND AFFIRMS THAT IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THE EQUIPMENT ORDER.

[END OF STANDARD NETWORK DEVICE SALE TERMS AND CONDITIONS]