



ORBCOMM OG2 DEVELOPER'S KIT TERMS AND CONDITIONS

This Terms and Conditions Agreement (“Agreement”) is a legal contract between ORBCOMM Inc., a corporation organized under the laws of Delaware (“ORBCOMM”), and you and your company (collectively, “Customer”), for the ORBCOMM OG2 Developer’s Kit (the “Product”), the components of which are more particularly described in Exhibit A (attached hereto and incorporated herein).

If you do not accept these terms, you are entitled to receive a full refund of any payment made for the Product by so requesting within ten (10) days after date of purchase and returning all the components of the Product.

SCOPE OF USE

ORBCOMM will sell Customer the Product in accordance with the terms and conditions contained in this Agreement. Following acceptance of this Agreement, Customer shall use the Product for the sole purpose of developing and testing software and firmware using the evaluation board included in the Product for functionality and compatibility with ORBCOMM’s two-way OG2 satellite modem and ORBCOMM’s OG2 Chipset (the “Purpose”). Customer shall not use the Product for any other application, use or purpose without the advanced written consent of ORBCOMM.

Customer shall use the Product only for lawful purposes and in accordance with the terms and conditions contained herein.

LICENSE TERMS

Subject to and conditioned upon Customer’s compliance with the terms and conditions of this Agreement, ORBCOMM grants to you a royalty free, non-exclusive, non-transferable, non-sublicenseable, limited, revocable license to copy, install, execute, and use the Product for the Purpose set forth above.

OTHER LIMITATIONS

Customer agrees that it shall not duplicate, translate, modify, copy, reverse engineer, print out, disassemble, decompile or otherwise tamper with the Product or any firmware, circuit board, or software provided therewith (except as permitted for software components distributed under the Lesser General Public License Version 2.1).

Customer agrees that it shall not rent, lease or lend the Product.

Customer shall not assign, sublicense, or transfer any of its rights under this Agreement. Any attempted assignment or delegation in violation of this section shall be void. This Agreement

shall inure to the benefit of and be binding upon the permitted successors and assigns, if any, of the parties hereto.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

THE PRODUCT IS PROVIDED "AS IS". ORBCOMM EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO CUSTOMER OR TO ANY OTHER PARTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT. ORBCOMM CANNOT WARRANT THE PERFORMANCE OR RESULTS CUSTOMER MAY OBTAIN BY USING THE PRODUCT. ORBCOMM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PRODUCT, THE TITLE OR INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, WORKMANLIKE EFFORT, SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF CONTENT, LIKELY RESULTS OR OF NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OR TRADE. FURTHER, ORBCOMM MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCT, THE ACCOMPANYING FILES, AND/OR ITS CONTENTS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ORBCOMM OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY.

CUSTOMER ACKNOWLEDGES THAT THE PRODUCT IS A DEVELOPER'S KIT AND THEREFORE EXPERIMENTAL BY DEFINITION. CUSTOMER AGREES THAT USE OF THE PRODUCT IS AT CUSTOMER'S OWN RISK, AND CUSTOMER SHALL ASSUME ALL RISK OF USE OF THE PRODUCT AND USE OF ANY SOFTWARE OR FIRMWARE DEVELOPED USING THE PRODUCT.

ORBCOMM IS NOT LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR OTHERWISE RELATED TO CUSTOMER'S USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE LOCAL LAWS CONNECTED WITH CUSTOMER'S USE OF THE PRODUCT. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL ORBCOMM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT. ORBCOMM SHALL NOT BE LIABLE FOR ANY CLAIM BY ANY THIRD PARTY OR BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT, AND CUSTOMER SHALL HOLD ORBCOMM

HARMLESS AGAINST ANY AND ALL THIRD PARTY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT. ANY LIABILITY OF ORBCOMM FOR THE PRODUCT WILL BE LIMITED EXCLUSIVELY TO THE AMOUNT PAID FOR THE PRODUCT OR REPLACEMENT OF THE PRODUCT.

Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long a given warranty may last, so the above limitations may not apply to you.

INDEMNIFICATION

To the maximum extent permitted by law, Customer shall indemnify, defend and hold harmless ORBCOMM and their respective subsidiaries, agents, distributors and affiliates, and their officers, directors and employees, from and against any and all claims, actions, suits, proceedings, demands, as well as any and all losses, liabilities, damages, cost and expenses, including reasonable attorney fees, arising from or related to Customer's use of the Product, any software or firmware developed using the Product that infringes any copyright, trademark, trade secret, trade dress, or other intellectual property right of any person or Customer's breach of any provision of this Agreement or any warranty provided hereunder.

GOVERNING LAW, INTEGRATION, MODIFICATION

This Agreement shall be governed by the substantive laws of the State of New York. ORBCOMM and Customer each (A) hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts sitting in or for the federal Southern District of New York, for the purpose of any suit, action or other proceeding arising out of, in connection with or related to this Agreement including without limitation any disputes as to the formation or subject matter hereof and (B) hereby waives to the extent not prohibited by law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such proceeding, any claim that is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court. This is the entire agreement between ORBCOMM and Customer relating to the Product, and supersedes any prior purchase order, communications, advertising or representations concerning the contents of this package. No change or modification of this Agreement will be valid unless it is in writing, and is signed by ORBCOMM.

GENERAL TERMS

Customer acknowledges and agrees that all patent, copyright, and other intellectual property rights in the Product and any related documentation or data provided hereunder are, and shall remain, the sole and exclusive property of ORBCOMM. ORBCOMM reserves to itself any and all rights in the Product not expressly granted herein.

If any part of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect. Failure to enforce this Agreement does not constitute a waiver of ORBCOMM's rights under this Agreement.

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EXHIBIT A

Whip satellite antenna and base
GPS antenna and base
GSM antenna and base
Evaluation Board
USB to Serial Adapter
Universal Power Supply
OG2 Developer Kit CD
 Windows Based Application
 Documentation
90 days Free Airtime
QuickStart Guide