

Service Agreement and End User License Agreement

Service provided by InReach LLC or Roadpost, Inc. dba InReach Canada may become limited or temporarily unavailable without notice from time to time due to any number of reasons associated with managing a Satellite System. Further, this satellite-based service requires a clear line of sight between the INREACH Product and the satellite; therefore, the service is inherently subject to transmission and reception limitations. Further information regarding service coverage and potential interruptions can be found in the Terms of Service (as defined below) available at explore.delorme.com.

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2) USE OF YOUR INREACH PRODUCT.

2.1 Familiarization with your INREACH Product. You understand and agree that it is your responsibility to familiarize yourself with the operation of your INREACH Product, INREACH Smartphone Applications, and DeLorme GPS device (PN-60w or subsequent model), including reading your User Manual, available at manuals.delorme.com. You agree that you will use the INREACH Product only in accordance with those instructions. It is also highly recommended that you review the Help available at explore.delorme.com and practice properly using your INREACH Product by sending test messages and fixing your GPS coordinates as described.

2.2 Coverage. You may use your INREACH Product, INREACH Smartphone Applications, and DeLorme GPS device anywhere there is coverage (subject to the applicable restrictions due to local laws, licensing/certification requirements and regulations. For a complete list of the certifications applicable to your INREACH Product and/or the DeLorme GPS Device, please see the device User Manual at manuals.delorme.com.

2.3 Important Tips. Your INREACH Product needs a clear view of the sky to obtain a GPS signal and provide the most accurate location information. It is not reliable indoors or in a cave. Orienting your INREACH Product so that the protruding antenna is oriented to the sky will improve performance, and you should keep your INREACH Product at least 12 inches away from other GPS devices and mobile phones. Please read your Quick Start Guide or User Manual and follow the instructions to pair your DeLorme GPS device or INREACH Smartphone Application with your INREACH Product.

2.4 Message Schedule. Redundancy is built into your INREACH Product to ensure more of your messages are transmitted. It is normal for some INREACH messages to be blocked by everyday conditions; the view of the sky is often blocked due to hills, buildings, or other obstructions. This is why InReach automatically retries messages until it receives a satellite acknowledgement. Placement of your INREACH unit can make a difference. Experiment with placement until you are familiar with the reliability of your operating environment.

2.5 Synchronization of Data. You acknowledge that it is your sole responsibility to ensure that you have followed the synchronization process outlined on explore.delorme.com to export any updates and/or changes to your INREACH Registration Data, contact information, designated contacts, social connectivity settings, supported INREACH Service options and pre-programmed messages from your INREACH account to your DeLorme PN-60w or INREACH Smartphone Application.

2.6 Support and Customer Service. More information about your INREACH Product and the associated Service is available at explore.delorme.com or by contacting INREACH Customer Service:

Canada: Online: inreachcanada.com. Customer service: email inreachcare@roadpost.com. Tech support: email inreachtech@roadpost.com. Phone: 1-800-337-3155, M-F 9:00 a.m.-6:00 p.m. Eastern Time.

US and International: Online: support.delorme.com. Tech support: email tech@delorme.com or phone (+1) 207-846-8900. Sales and customer service: email sales@delorme.com or 800-511-2459 (US only) or (+1) 207-847-1165. Representatives are available M-F 8:30 a.m.-5:00 p.m. Eastern Time.

Please contact DeLorme Technical Support for questions regarding the operation of your DeLorme PN-60w or INREACH Smartphone Application.

For the current and full terms and conditions governing the use of your INREACH Product, please visit explore.delorme.com. These terms and conditions may be updated by InReach LLC at any time and without notice. If there is any conflict between the terms contained in these Legal Notices and the terms contained at explore.delorme.com, then the terms contained at explore.delorme.com shall supersede and replace the terms contained in these Legal Notices.

3) **HARDWARE LIMITED WARRANTY**

3.1 INREACH warrants that your INREACH Product will be free from defects in materials and workmanship for one year from the date of purchase. If your INREACH Product fails in normal use, INREACH will, during the first (90) ninety-days after purchase, at its sole option, either repair or replace the unit. INREACH reserves the right to either repair or replace the unit with a new or refurbished unit at its sole discretion. Such repairs or replacements will be made at no charge for labor or materials; however, the customer will be responsible for any shipping charges incurred to send the device to INREACH. After the first ninety (90) days, INREACH will repair your unit, but will not replace it. The repaired or replaced product will be warranted for ninety (90) days from the date of return shipment, or for the balance of the original warranty, whichever is longer. This warranty does not cover failures due to abuse, misuse, accidents, or unauthorized disassembly or modification. Any repairs not performed by INREACH will void this warranty.

INREACH DISCLAIMS ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS, EVEN IF INREACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITED WARRANTY CONTAINED HEREIN IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, SHALL LAST FOR 1 YEAR.

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3.2 Repairs or replacements under warranty will be made at no charge for labor and materials; however, the customer will be responsible for shipping charges. The repaired or replaced product will be warranted for the balance of the original warranty. The warranty does not cover failures due to abuse, misuse, accidents, or

unauthorized disassembly or modification or any damage sustained during shipment of the product. Any repairs not performed by InReach LLC will void this warranty.

3.3 EXCEPT AS PROVIDED ABOVE, THE PRODUCT IS SOLD "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES FOR THE PRODUCT WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES REGARDING THE CONDITION, DESIGN, SPECIFICATIONS, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT, OR ANY WARRANTIES THAT THE PRODUCT IS FREE FROM LATENT DEFECTS OR DEFICIENCIES, OR THAT THE PRODUCT IS FREE FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR PROPRIETARY RIGHT OF ANY THIRD PARTY AND SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

3.4 THIS LIMITED WARRANTY PROVIDES THE SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTS IN THE PRODUCT. IN NO EVENT SHALL INREACH, LLC 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 THAT IS THE SUBJECT OF A CLAIM.

The terms and conditions of the INREACH Product Limited Warranty may be updated by InReach LLC at any time and without notice. If there is any conflict between the terms contained in these Legal Notices and the terms contained at explore.delorme.com, then the terms contained at explore.delorme.com shall supersede and replace the terms contained in these Legal Notices.

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6) End User License Agreement

PLEASE READ THIS END USER LICENSE AGREEMENT ("EULA") CAREFULLY. THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU AND INREACH LLC. YOU UNDERSTAND AND AGREE THAT YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE AND THAT THIS EULA IS ENFORCEABLE LIKE ANY WRITTEN

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6.13 Governing Law. This EULA will be governed and construed in all respects by the laws of the State of Maine without regard to its conflict of laws and provisions. You and InReach LLC agree to submit to the exclusive

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