

Welcome to DispatchPlussm

Dispatch Plussm Subscriber License Agreement

The DispatchPlus service (the "Service") is provided by pdvWireless ("PDV"). Unless explicitly stated otherwise, the Service may be modified or discontinued by PDV at any time, and any new features that augment or enhance the current Service shall be subject to this Subscriber License Agreement ("Agreement"). As a Customer of pdvWireless subscribers ("You") understand and agree that the Service is provided "AS-IS" and without warranties of any kind and that PDV assumes no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings.

This DispatchPlus web site (the "Site") is the copyrighted property of PDV. Except as expressly permitted in this Agreement, none of the software, content, or data found on this Site may be reproduced, republished, distributed, sold, leased, transferred, transmitted, published or modified without the express written consent of PDV. "PDV", "Powered by PDV", DispatchPlus, pdvWireless, and pdvConnect are trademarks or registered trademarks of PDV. Nothing contained on this Site shall be construed as granting by implication, estoppel, or otherwise, any license or right to use any of the trademarks without the prior written permission of PDV or such other party that may own the trademarks. The Service is protected by one or more of the following U.S. and foreign patents: 7,054,863, 7,653,691, 7,743,073, 8,140,627, 8,291,028, 8,577,843, EP 1,665,066, EP 2,317,708, CA 2,536,950.

This Agreement sets forth or incorporates by reference, the various terms and conditions that apply to the use of the Service by individuals and entities ("you"). PDV grants you a non-exclusive, non-transferable license to use this Site in connection with your authorized use of the above-described Service, subject to the terms and conditions of this Agreement and any additional written agreement in effect between you and PDV, the terms of which are incorporated herein by reference.

1. Acceptance of Terms of Use and Site Access License Agreement.

In order to receive the Service, and access to the Site, you must either click on the "I Agree" button set forth at the end of this Agreement, or sign a written agreement that references this Agreement. By clicking on the "I Agree" button, you acknowledge that you have read this Agreement, understand it, and agree to be bound by it. If you click on the "I Disagree", PDV will have not entered into any legal agreement with you and shall not provide or deliver to you the Service. If you are accepting these Terms of Service on behalf of others such as employees or family members for whom you administer their wireless services and access to the Service, you also have an obligation to make certain disclosures to them regarding the Service. Please see paragraph 23 below.

2. Your Responsibility for Obtaining Wireless Services.

Access to the Service requires at least one of the following categories of wireless service: (a) a subscription to the pdvWireless 2-way radio network in your area and a Motorola MotoTRBO portable or mobile radio for each subscriber; or (b) a cellular service plan with a 3rd party wireless service provider ("Carrier"). In addition, for you to initiate messages, the Service must be offered in your

geographical area (see Service Area). WITH RESPECT TO SUCH WIRELESS SERVICES, SUCH SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OR GUARANTEE OF ANY KIND BY PDV. PDV SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY THIRD PARTY CLAIMING BY OR THROUGH YOU, FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF SUCH WIRELESS SERVICES.

3. Other Requirements to Use the Service

To use certain features of the Service, you must obtain access to the World Wide Web, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other Internet access device. Recipients of your communications transmitted by way of the Service may be located anywhere in the world, provided that they have access to internet service. Additionally, to hear your voice messages your recipients must have functioning audio players, speakers or headphones, and a web browser that is compatible with the media player used by the Service.

4. Airtime and Internet Charges Required.

The subscription fee for the pdvWireless 2-way network includes all airtime. You acknowledge and agree that in order to access the Service using wireless service from a 3rd party Carrier, you may incur charges for billable airtime from Carrier. The minutes and related charges are determined by (and shall be billed in accordance with) the agreement you establish and enter into with Carrier (the "Wireless Services"). In addition, you acknowledge and agree that you may also incur charges for an ISP service subscription for access to the Internet.

5. Responsibility for Charges Unaffected by Temporary Interruptions in Service.

In the event your service is temporarily interrupted for any reason for periods of up to 48 consecutive hours, you shall nonetheless be responsible and remain liable for all charges attributable to the Services until this Agreement is terminated in accordance with the provisions set forth below. This Agreement shall remain in full force and effect in the event of such interruption.

6. E-Mail and System Compatibility.

You acknowledge and agree that there are some email accounts that are not currently compatible with PDV services. You shall be solely responsible for the purchase, installation and subsequent performance of any and all third-party software, equipment and any related services (including, without limitation, Internet email connectivity) that may be required or used with the Service. In addition, you also represent, warrant and agree that the email program/system and computer that will be used to operate the Software, or otherwise use the Service, satisfies or exceeds PDV's minimum system and interoperability requirements (located at www.pdvDispatchPlus.com), including, without limitation, e-mail server and client software, processing speeds and memory requirements.

7. High Risk Activities

The Service is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft

navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Service could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). PDV and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

8. Confidentiality of Messages/Data and End User Responsibility.

You acknowledge and agree that (a) your device, and the Services use a reasonable level of data security protections for communications between your device and the computer systems with which it operates; and (b) any data, information, text or other communication, etc., that you receive or transmit using your device, and/or Service may be accessed or intercepted, albeit without authorization from you, by another person or entity in transit or by reason of an unauthorized intrusion into any of the computer systems and software that are used as part or associated with the device, and/or Service. Notwithstanding this, you represent, warrant and agree that (i) you are, and shall be, fully responsible for, and shall take all reasonable steps necessary in order to, establish and implement any and all measures needed to limit the control and/or access to either your device, Service, any related data or communications transmitted or received by you, as well as any related computer systems with which it is to connect to or inter-operate with (including, without limitation, the selection of user logins and passwords, maintaining the confidentiality thereof, and for ensuring that each user login and password is used only by the user to which it was issued); and (ii) PDV shall have no liability to you or any third party for any unauthorized interception, access, receipt, or use of any messages or other communications or other data sent using the Services or Software (including any claims regarding intrusions of privacy or confidentiality with respect to any communications sent using the Service).

9. Termination.

a. Termination by You. Please contact PDV at 888-828-0738 or support@pdvWireless.com.

b. Termination by PDV.

PDV may terminate (or at its sole discretion suspend) this Agreement without notice if you are in default and/or if (a) you use the Service in a way that has a detrimental effect upon PDV, its customers or the Service PDV provides (as determined by PDV in its sole discretion); (b) you or any user of your device (or any component thereof) interferes with PDV's customer service or business operations; (c) you use, or attempt to use your device, the Service, or any component thereof in contravention of the terms of the License, and/or you attempt to reverse engineer the Software (including any attempt to decompile or disassemble the Software); (d) you transmit harassing, abusive, libelous, illegal or deceptive messages or files (as determined by PDV, in its sole discretion); (e) you use your device, or Service in any manner inconsistent with the safety instructions found in the applicable Product User Guide or to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious act; or (f) your account is in arrears and/or the credit card to be charged or the authorization for such payment is refused, and you fail to immediately provide PDV with an alternative method of payment acceptable to PDV (as determined by PDV, in its sole discretion). In addition, in the event PDV is prevented from providing any

portion or all of the Service by any law, regulation, or ruling, regardless of form, issued by any judicial or other governmental entity, or if a notice from a governmental entity, department or agency indicates that the Service cannot be provided (including the inability of any wireless communication network to deliver or provide Wireless Services), PDV may immediately cease providing the Service without any liability whatsoever to you. Nothing herein shall be construed to require PDV to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order. You agree that any termination of your access to the Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that PDV may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service without any liability to you or to any third party. With respect to items (a) through (e) in this paragraph 9.b, if the behavior is limited to certain devices only, PDV reserves the right at its sole discretion to terminate or suspend access to the Service for those devices, without terminating the entire Agreement.

10. Miscellaneous Representations and Warranties.

You agree, represent and warrant to PDV that:

- a. You will only use the Service for the sending and receiving electronic messages in accordance with the terms hereof, and will not use the same in any manner that may degrade the performance or availability of the Services;
- b. You will be solely liable for any transmissions sent through the Services, and that (i) PDV and third party Carrier have no control over the content of any transmission nor will they be liable for such content; (ii) you will not use your device, the Services or Software to create or distribute any images, sounds, messages or other material that are obscene, harassing, racist, malicious, fraudulent or libelous, nor use the Service for any activity that may be considered or are unethical, immoral, or to "spam" or send other such unsolicited mass e-mails;
- c. Any statement or representation made by you was, at the time made, and remains, material to, and relied upon by, PDV, its agents and its contractors (including any Wireless Service provider), including for the purpose of extending credit to you;
- d. PDV retains all right, title and interest to its copyrights, trademarks and all other intellectual property rights associated with the Service, and that you will not copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer, nor allow any third party to copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Software, or other material provided under this Agreement for any purpose whatsoever;
- e. You will not remove or alter any copyright notices and other proprietary legends from the Software or other material provided in connection with the Service; and
- f. You will obtain any and all licenses, permits or other required approvals or authorizations that may be necessary or required by the Federal Communications Commission or other governmental agency or body, if any, in order to lawfully operate any components or equipment used by you in connection with the

Services (other than your device).

11. Indemnification.

You shall defend, indemnify and hold harmless PDV, its employees, officers, directors and agents, as well as PDV's suppliers, successors, affiliates, agents and assigns (the "Indemnified Parties") from any claims, damages, losses, or expenses (including without limitation attorneys' fees and costs) incurred by any Indemnified Parties in connection with all claims, suits, judgments and causes of action: (i) for infringement of patents or other proprietary rights arising from combining with or using any device, system or service in connection with the Service or your device (or any portion thereof); (ii) for libel, slander, defamation or infringement of copyright or other proprietary right with respect to material transmitted by you using the Software, the Service and/or your device; (iii) relating to a breach by you of the representations and warranties made by you herein; (iv) relating to a breach of any of the terms and conditions of contained in this Agreement; or (v) injury, death or property damage arising in connection with the presence, use or non-use of the Software, Service or device. No remedy herein conferred upon PDV is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative. In the event of the termination of this Agreement pursuant to Section 9.b above, you shall pay to PDV all attorneys' fees, collection fees, and related expenses, expended or incurred by PDV in the enforcement of any right or privilege hereunder (including, but not limited to, telephone, freight, express and postal charges, expenses of paid investigators and reasonable compensation for time of PDV's employees, agents and representatives).

12. Privacy.

PDV's privacy policy is located at <http://www.pdvwireless.com/privacy-policy/>

You represent and warrant to PDV that you have submitted this Agreement only after you have read the privacy policy, understand it, and agree to be bound by its terms.

13. Limitation of Liability.

a. Notwithstanding anything contained herein to the contrary, the sole remedy for loss or damage caused by partial or total nonperformance of your device, the Site or the Service, or for delay or nonperformance of your device, Service, or partial or total failure of the Service under this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, shall be your actual direct damages, if any, which shall not, notwithstanding anything contained herein to the contrary, exceed the amount paid by you under this Agreement for the Software and/or Service that give rise to the claim for the period such failure, delay or nonperformance occur. PDV SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY PARTY CLAIMING BY OR THROUGH YOU FOR THE ACCURACY, TIMELINESS, COMPLETENESS OR CONTINUED AVAILABILITY OF THE SERVICE OR YOUR DEVICE OR FOR ANY DAMAGES ARISING OUT OF YOUR USE OF YOUR DEVICE OR ANY COMPONENT THEREOF, INCLUDING USE FOR MISSION-CRITICAL OR EMERGENCY COMMUNICATIONS OR IMPROPER OR UNAUTHORIZED ACCESS TO OR INTERCEPTION OF ANY COMMUNICATION OR OTHER NON-PUBLIC INFORMATION.

b. AS A MATERIAL PART OF THE CONSIDERATION PAID BY YOU UNDER THIS AGREEMENT, YOU AGREE THAT IN NO EVENT SHALL PDV BE LIABLE TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR, AND YOU HEREBY WAIVE YOUR RIGHT TO CLAIM, ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, BUSINESS OR REVENUES, LOSS OF THE USE OF THE PDV PRODUCT, SOFTWARE AND/OR SERVICE, OR ANY ASSOCIATED PRODUCTS, LOSS OF DATA, IMPROPER OR UNAUTHORIZED ACCESS TO OR INTERCEPTION OF ANY COMMUNICATION OR OTHER NON-PUBLIC INFORMATION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT SERVICES, DOWNTIME COSTS OR THE CLAIMS OF YOUR CUSTOMERS FOR SUCH DAMAGES) DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN AGREEMENT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. THE FOREGOING DISCLAIMER SHALL APPLY IN CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, YOUR INABILITY TO USE THE PDV PRODUCT, SOFTWARE OR SERVICE, OR ANY PART THEREOF, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER COMMUNICATION PRODUCTS OR THROUGH PDV BY THE WIRELESS SERVICES PROVIDER AND TO UNAUTHORIZED ACCESS TO YOUR DATA TRANSMITTED VIA COMMUNICATION LINKS PROVIDED BY THE WIRELESS SERVICES PROVIDER AS PART OF THE SERVICE.

c. THE SERVICE (INCLUDING WIRELESS SERVICES) IS PROVIDED "AS IS" AND "AS AND WHEN AVAILABLE," WITHOUT WARRANTY OF ANY KIND. PDV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND THAT YOU WILL HAVE OR ENJOY UNINTERRUPTED USE OR OPERATION OF THE SERVICE, OR THAT ANY DATA SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE OR DEFINED PERIOD OF TIME. ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND/OR THOSE ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE CONDUCT ARE HEREBY EXCLUDED. PDV SHALL HAVE NO LIABILITY TO YOU FOR PATENT OR COPYRIGHT INFRINGEMENT OR MISAPPROPRIATION OF TRADE SECRETS WITH RESPECT TO ANY SERVICE PROVIDED BY ANY THIRD PARTY THROUGH PDV. YOUR RECOURSE IN THE EVENT OF ANY SUCH CLAIM WITH RESPECT TO ANY SERVICE SHALL BE SOLELY AGAINST SUCH THIRD PARTY. IN ADDITION, PDV DOES NOT WARRANT THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF THE SERVICE OR ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICE. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICE ARE AT YOUR SOLE RISK AND DISCRETION AND THAT PDV WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY HARM OR DAMAGE TO YOU

OR YOUR PROPERTY (INCLUDING ANY PERSONAL COMPUTER EQUIPMENT).

14. Assignment and Delegation.

PDV may assign this Agreement without notice to, or pre-approval by, you. You, however, may not and shall not assign this Agreement or any of your rights hereunder. PDV may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its contractor or subcontractors, and/or in the case of Wireless Services, by the Wireless Service provider or its subsidiaries or affiliates.

15. Notices/On-Line Posting of General Changes.

Except as otherwise provided in this Agreement, all notices or other communications to you hereunder shall be deemed to have been duly given when made in writing and delivered in person, via overnight courier or certified mail (postage prepaid, return receipt requested and addressed to you as shown on the Service Order/Order Form). If the only address information you have provided to us consists of your email address, then you hereby consent that notices to you shall be deemed to have been duly given when sent via email to your address, provided that we do not receive a return notification from your email postmaster that the notice was undeliverable. Notices to PDV must be in writing, and must be physically mailed addressed to pdVWireless, Inc. , (Attention: General Counsel). Notices to you will be addressed to you based on the information provided by you during this subscription process unless you have notified PDV of any changes. Notwithstanding the foregoing, or anything contained herein to the contrary, PDV may amend, revise, change, alter, replace, substitute the system requirements and interoperability standards, acceptable use provisions, or any other general policies applicable to all end users, at any time and in any manner, including by posting a notice of any such changes or modifications, etc. on the PDV website or by e-mail.

16. Force Majeure.

Notwithstanding any other provision of this Agreement, neither party shall be deemed in default of this Agreement, or liable for any incidental, exemplary, punitive, direct, indirect, special or consequential damages whatsoever arising out of or in any way connected with the use or performance of the service when due to causes beyond its reasonable control (e.g., flood, earthquake, or other Acts of God, communications, power failure, equipment or software malfunctions) even if such party has been advised of the possibility of such damages. This provision shall not be construed as excusing nonperformance of any obligation by either party to make payment to the other party under this Agreement.

17. General Practices Regarding Use and Storage

You acknowledge that PDV may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that received messages, or replies thereto, will be retained by the Service, the maximum number of messages or other transmissions that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on PDV's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the

Service in a given period of time. You agree that PDV has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that PDV reserves the right to terminate web sessions that are inactive for a period of time. You further acknowledge that PDV reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

18. Confidentiality

The PDV considers messages received and transmitted via its service to be the private correspondence between the sender and the recipient. PDV will not monitor, edit, or disclose the contents of a Subscriber's private communications, except that you agree that PDV may do so: (a) if required by law; (b) to comply with legal process; (c) to enforce the Agreement and any applicable Guidelines, Rules, or Service-specific Terms of Use; (d) to respond to claims that any Content violates the rights of third-parties; or (e) to protect the rights, property, or personal safety of PDV, its employees, Subscribers and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Some wireless devices communicate using protocols which may be subject to unauthorized interception by others and which are beyond PDV'S control and for which PDV is not responsible. Please use reasonable and appropriate care when using the Service on such wireless devices.

19. Subscriber Billing and Payment Terms

The Service is a fee-based subscription service for which the price and payment terms are set forth in a separate written agreement, the terms of which are incorporated herein by reference.

20. RESTRICTIONS ON USE

You will not, and will not permit or assist others to,

- a. reverse engineer, de-compile, disassemble, or otherwise attempt to derive the source code form or structure of any software or content contained on this Site;
- b. assign, share, timeshare, sell, rent, lease, or otherwise transfer the software or content contained on this Site;
- c. E-mail or otherwise transmit or upload any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- d. E-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- e. reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service;
- f. upload in any way any information or content that contains malicious code or data that may damage the operation of the Service or another's computer or

mobile device;

g. upload in any way any data regarding an individual's financial or economic identity, sexual orientation, religious beliefs, medical or physical identity, including any information comprised of either "Protected Health Information" subject to and defined by the Health Insurance Portability and Accountability Act, or an individual's first name and last name, or first initial and last name, in combination with any one or more of the following data elements that relate to such individual: Social Security number, driver's license number or state-issued identification card number, financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account;

Your use of the software and content contained on this Site may be subject to restrictions set forth in one or more license agreements between PDV and third party providers and distributors. All rights not expressly granted to you herein are reserved to PDV or the third party providers and distributors. There are no implied rights.

21. Special disclosures regarding location services

The DispatchPlus service includes a feature that allows your account administrator to request information about the sender's geographic location when a message or transmission was sent and/or locate any device on your DispatchPlus account at any time. If you have a DispatchPlus subscription and have been assigned a user name and password by which you may access your account, you should be aware of the following:

- For each of your DispatchPlus subjects, you may decide whether or not to send location information with your DispatchPlus messages to that contact.
- For all new subjects, the default setting is "no"; in other words, no location information will be sent unless you choose to enable specific contacts to receive it.
- Recipients of DispatchPlus messages, if authorized by you to receive your location information, will see it in the form of an interactive map that will display below the audio player when they click to play your DispatchPlus message. In addition, your latitude-longitude, and possibly an approximate street address, will be displayed if available.
- The DispatchPlus service has a "locate" feature, whereby an account administrator can view the location of any user's device on the account either one time or by using a weekly location schedule. In the case of a location schedule, the device's location history will be stored for up to 90 days.
- When you send messages or make transmissions with location information, the location is stored on our servers along with your message. When a message is deleted – either by you or by the system when your stored message count exceeds the limit -- the location information is deleted also. In other words, the information about your previously recorded locations will not be retained by us without your consent. (It can, of course be retained by recipients of your messages if they archived the

information when they received it.)

- If you are a member of a group account (see below) your account administrator may be able to override your choices with respect to contacts who can receive your location information or when your phone is located.

22. Special disclosures for members of group accounts

If your DispatchPlus subscription is provided by a group to which you belong, such as your employer, family, or other organization, you are in a group account. Group accounts may have one or more administrative users who have certain administrative privileges necessary to manage the account. As a member of a group account you should be aware of the following:

- Just as with a typical corporate email account, the administrators in your account may be able to access your DispatchPlus account and monitor the contents of your messages and the identity of your message recipients.
- Group accounts may have a special class of message recipients called “shared contacts”, which can only be added and edited by an administrator. If the administrator elects for a shared contact to receive location information, you will not be able to change that setting.
- Devices on a group account subscribing to the DispatchPlus service can be located at any time by account administrators.
- Therefore, you should not have an expectation of privacy between you and your group with regard to your use of the DispatchPlus service, unless there is a separate privacy agreement between you and your group.

23. Special disclosures for administrators of group accounts

If you are an administrator of a group account you and your organization have the following responsibilities with regard to the users in your account:

- You are responsible for your users’ compliance with the terms of this Subscriber License Agreement regarding use of the Service.
- If any of your users do not have authority to log in to the DispatchPlus web site, and therefore will not see this Subscriber License Agreement, you are responsible for communicating to them
 - The appropriate portions of this Agreement, including the terms, disclaimers, and disclosures in paragraphs (8, 10, 11, 12,13,17,18,20,21,22,23)
 - The PDV privacy policy as published from time to time at:
 - <http://www.pdvwireless.com/privacy-policy/> Your privacy policy, if any, with regard to information communicated by your users using the DispatchPlus service.
- You must clearly, conspicuously and regularly notify all of the users under your account that their location information may be accessed, used or disclosed in connection with the Service. YOU SHALL INDEMNIFY AND DEFEND Carrier AND PDV AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF YOUR USE OF THE SERVICE AND YOUR FAILURE TO NOTIFY THE END USERS UNDER YOUR ACCOUNT OF

YOUR USE OF THE SERVICE.

You and your organization shall defend, indemnify and hold harmless PDV, its employees, officers, directors and agents, as well as PDV's suppliers, successors, affiliates, agents and assigns (the "Indemnified Parties") from any claims, damages, losses, or expenses (including without limitation attorneys' fees and costs) incurred by any Indemnified Parties in connection with all claims, suits, judgments and causes of action: (1) relating to a breach by any users in your group account of any of the terms and conditions contained in this Agreement; or (2) relating to any failure by you to make the necessary disclosures to the users in your group account as required herein and/or by law.

24. Miscellaneous Provisions.

- a. No Third Party Beneficiaries. Except as otherwise specifically stated in this Agreement, the provisions herein are for the benefit of the Parties and not for any other person or entity.
- b. Consumer Rights Information. As a party to this Agreement, and the wireless services associated herewith, you are, if resident in California, entitled to the following specific consumer information under California Civil Code Section 1789.3: The Complaint assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 "N" Street, Suite 501, Sacramento, California 95814 or by telephone at 1-916-445-1254.
- c. Waivers of Default. Waiver by either Party of any default by the other Party shall not be deemed a continuing waiver of such default or a waiver of any other default.
- d. Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties shall so survive the completion of performance, cancellation or termination of this Agreement.
- e. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Delaware applicable to agreements executed and wholly performed within that State without giving effect to any body of law governing conflicts of laws. This Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.
- f. Venue/Forum Selection/Service of Process. The parties hereto: (i) agree that any disputes shall be heard in and by any state or federal court located within the State of Delaware, U.S.A.; (ii) hereby waive any objection to jurisdiction of said courts with respect to any action instituted against them as provided herein; and (iii) agree not to assert any defense based on lack of jurisdiction. Each party hereto also waives personal service of any and all process upon it and consents that all such service of process shall be made by Certified U.S. Mail directed to (a) you, at the address set forth on the Service Order Form, and (b) PDV, at the address set forth above in the notice section.
- g. Right To Alter Systems, Equipment. PDV reserves the right, from time to time, to make changes in the configuration of PDV's proprietary facilities, type and location of equipment, programming languages, end user identification procedures, accessibility periods, allocation and quantity of resources utilized,

rules of operation, its administrative and operational algorithms, and the designation of the control center serving you at any particular address.

h. Entire Agreement. The terms and conditions of this Agreement, including any terms and conditions incorporated by reference, constitute the entire agreement between us relating to the subject matter hereof, and supersede any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site. Any rights not expressly granted herein are reserved.