

EVERYWHERE ALTERNATIVE EMERGENCY RESPONSE OPTION WAIVER AGREEMENT

Ver. 995 Rev. Sep. 5, 2019

By signing below, the undersigned entity ("**Company**") accepts all terms and conditions contained in this EVERYWHERE Alternative Emergency Response Option Waiver Agreement (this "**Waiver**").

Background: Company desires to provide certain users ("**End Users**") of EVERYWHERE Devices purchased by Company with an alternative emergency call center and response solution (the "**Alternative Emergency Response Option**") other than the third-party emergency response solution currently offered by EVERYWHERE Communications, Inc. ("**EVERYWHERE**"), its distributors, resellers, referral partners, and/or its suppliers (collectively, the "**EVERYWHERE Providers**") in connection with the satellite communication subscription services (the "**Services**") offered by the EVERYWHERE Providers. An "**EVERYWHERE Device**" means a mobile device manufactured and sold by EVERYWHERE capable of receiving and transmitting satellite signals on the Iridium satellite system and which are used in connection with the EVERYWHERE Hub. EVERYWHERE Providers' willingness to allow Company to offer the Alternative Emergency Response Option is expressly conditioned upon Company's acceptance of the following terms and conditions:

1. Company hereby affirms and acknowledges that it has elected to forego the third-party emergency response solution currently offered by the EVERYWHERE Providers.
2. The Alternative Emergency Response Option may be provided by Company or a third party selected by Company; provided, however, that use of a third party selected by Company to provide the Alternative Emergency Response Option shall not relieve Company of any of its obligations under this Waiver and Company shall be fully responsible for any such third party's compliance with the terms of this Waiver.
3. Notwithstanding anything to the contrary in any other agreement, terms or conditions between Company and the EVERYWHERE Providers, Company accepts and assumes all risk associated with the Alternative Emergency Response Option and hereby agrees and acknowledges that Company shall be solely responsible and liable for the provision of the Alternative Emergency Response Option to End Users.
4. Company further agrees that none of the EVERYWHERE Providers, their affiliates, licensors, service providers or suppliers including, without limitation, GEOS Safety Solutions, Inc. d/b/a GEOS Safety and Response, a Delaware corporation located at 550 Club Drive, Montgomery, TX 77316 (hereinafter "**GEOS**") or their respective directors, officers, employees and agents (collectively all the preceding, the "**Released Parties**") shall have any liability to Company, End Users or any other third-parties with respect to the Alternative Emergency Response Option, including, without limitation, any responsibility to evaluate the functionality of the Alternative Emergency Response Option or for the efficacy of the Alternative Emergency Response Option, and Company accepts the entire risk associated with the failure of any such system.
5. Company shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with Company's provision of the Alternative Emergency Response Option to End Users or any failure of the Alternative Emergency Response Option whatsoever, including, without limitation, claims for personal injury, death, or property damage.
6. Company shall:
 - a) notify all End Users that the Alternative Emergency Response Option is offered by Company and is not offered, endorsed or supported by the EVERYWHERE Providers or GEOS;
 - b) comply in all respects with any technical requirements provided by the EVERYWHERE Providers relating to the use and/or functionality of the Alternative Emergency Response Option with any applicable hardware products and/or any web-based portal or software used in connection with the Services;
 - c) ensure all responsible party contact information provided to the EVERYWHERE Provider who contracted with the Company is accurate at all times; and

d) monitor all emergency calls from End Users.

7. In the event that Company fails to comply with any of the terms or conditions of this Waiver, the EVERYWHERE Providers may terminate this Waiver or any other agreements with the Company that govern the provision of the Services (the "**Services Agreement**") by providing written notice to Company, which termination shall be effective immediately. Such termination may be in addition to the EVERYWHERE Providers' other rights under this Waiver or at law or equity.
8. This Waiver constitutes the entire agreement between the Company and the EVERYWHERE Provider who contracted with the Company on the subject matter hereof and supersedes all prior agreements and understandings of every kind and nature between them (except for the Services Agreement or the EULA). In the event of any conflict between this Waiver, the Services Agreement or the End User License Agreement between End Users and EVERYWHERE (the "**EULA**"), the terms of this Waiver shall prevail. No amendment or modification to this Waiver shall be effective unless in writing and signed by EVERYWHERE and Company. This Waiver shall be binding on and inure to the benefit of the successors and assigns of the EVERYWHERE Providers. Company shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of EVERYWHERE. The failure of EVERYWHERE at any time to require performance by Company of any of the provisions hereof shall not operate as a waiver of EVERYWHERE's right to require strict performance of the same or other provisions thereafter. Any provision of, or the application of any provision of, this Waiver which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition. Any provision of, or any application of any provision of, this Waiver which is void, illegal or unenforceable in any jurisdiction, shall not affect the validity, legality or enforceability of that provision in that jurisdiction, or of the remaining provisions in that or any other jurisdiction, unless such illegality or unenforceability shall destroy the underlying business purpose of this Waiver.
9. This Waiver shall be governed by and construed in accordance with the laws of the State of Maryland, without reference to the principles of conflicts of laws. Company hereby submits itself to the jurisdiction of the state courts located in Anne Arundel County, Maryland or the federal courts located in Baltimore, Maryland. If Company or EVERYWHERE takes legal action to enforce any right under this Waiver, the prevailing party shall be entitled to recover all reasonable costs, including attorney fees.

The person signing this Waiver represents and warrants that he or she has the right, power, and authority to enter into this Waiver on behalf of the undersigned entity and bind such entity to its terms.

Company: _____

By: _____
(Authorized Signature)

Print Name: _____

Title _____

Date _____