

## ALTERNATIVE EMERGENCY RESPONSE OPTION WAIVER AGREEMENT

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

**Background:** Company desires to provide certain users of Garmin "inReach"-brand hardware devices purchased from Company (such users, "**End Users**") with an alternative emergency call centre and response solution (the "**Alternative Emergency Response Option**") other than the third-party emergency response solution currently offered by InReach, Inc. ("**inReach**") and/or its suppliers in connection the satellite communication subscription services (the "**Services**") offered by inReach. inReach's 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 inReach and/or its suppliers.
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. Immediately upon execution of this Waiver, Company shall pay to inReach a one-time setup fee of \$1,000.
4. Notwithstanding anything to the contrary in any other agreement, terms or conditions between Company and inReach, 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.
5. Company further agrees that none of inReach, its affiliates, licensors, service providers or suppliers (including, without limitation, GEOS) or their respective directors, officers, employees and agents 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 efficacy 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.
6. Company shall indemnify, defend and hold harmless inReach and its affiliates, licensors, service providers and suppliers (including, without limitation, GEOS) and their respective directors, officers, employees and agents 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.
7. Within five (5) business days following the execution of this Addendum, Company shall provide inReach with proof of insurance, naming InReach, Inc. as additional insureds, in the following amounts: Commercial General Liability – \$1 million per occurrence, \$5 million in the aggregate; and Umbrella Liability – \$5 million. These amounts are coverage minimums and do not represent a cap on Company's liability.
8. 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 inReach or its licensors, service providers or suppliers (including, without limitation, GEOS);
  - b) comply in all respects with any technical requirements provided by inReach or its licensors, service providers or suppliers (including, without limitation, inReach, Inc.) 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 inReach is accurate at all times;
  - d) monitor all emergency calls from End Users' and provide confirmation to inReach within five (5) minutes after any SOS emergency notification is dispatched from an End User; and
  - e) provide an incident report to inReach within ten (10) days following each SOS emergency call dispatched from an End User.

9. In the event that Company fails to comply with any of the terms or conditions of this Waiver, inReach may terminate this Waiver by providing written notice to Company, which termination shall be effective immediately. Company or inReach may terminate this Waiver for any reason upon thirty (30) days' prior written notice.
10. In the event Company fails to perform its obligations (including, without limitation, obligations under Section 7(d)) such that an SOS emergency notification dispatched from an End User is not acknowledged by Company within (5) minutes of such dispatch, Company shall pay to inReach a penalty fee of \$10,000. Such penalty fee shall be in addition to inReach's other rights under this Waiver or at law or equity, including without limitation's inReach's right to terminate this Waiver pursuant to Section 9.
11. This Waiver constitutes the entire agreement between inReach and Company on the subject matter hereof and supersedes all prior agreements and understandings of every kind and nature between them. In the event of any conflict between this Waiver and the terms and conditions governing the provision of Services by inReach to Company and/or any End Users, the terms of this Waiver shall prevail. No amendment or modification to this Waiver shall be effective unless in writing and signed by inReach and Company. This Waiver shall be binding on and inure to the benefit of the successors and assigns of inReach. Company shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of inReach. The failure of inReach at any time to require performance by Company of any of the provisions hereof shall not operate as a waiver of inReach'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.
12. This Waiver shall be governed by and construed in accordance with the laws of the State of Kansas, without reference to the principles of conflicts of laws. Company hereby submits itself to the jurisdiction of the federal and state courts in Kansas. If Company or inReach takes legal action to enforce any right under this Waiver, the prevailing party shall be entitled to recover all reasonable costs, including attorney fees.
13. 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.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
[Authorized Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_