

**QUALCOMM Globalstar GSP-1620 Satellite Data Modem
and Integrator's Kit Terms and Conditions - (Non-Commercial Quantities)**

1. AGREEMENT. These Standard Terms and Conditions shall apply to any Purchase Order (a "P.O.") issued to QUALCOMM ("Seller") by the buyer ("Buyer") for non-commercial quantities of the GSP-1620 Satellite Data Modem and GSP-1620 Modem Integrator's Kits (collectively, the "Products"). "Non-commercial quantities" is defined as less than twenty-five (25) units that are not intended for resale.

Seller is not obligated to accept any P.O. issued by Buyer. Each P.O. accepted in writing by Seller and these Terms and Conditions, shall constitute the entire agreement (the "Agreement") between Buyer and Seller with respect to the purchase, sale and delivery of the Products described in such P.O. and the Agreement shall supersede all prior agreements, understandings and representations between Seller and Buyer with respect thereto. Any additional or different terms stated by Buyer in any Purchase Order, proposal, quotation, confirmation, acknowledgment, or otherwise shall be of no force and effect, and no course of dealing, usage of trade, or course of performance shall be relevant to explain or supplement any term expressed in the Agreement.

2. DELIVERY. All deliveries of Products shall be made FCA QUALCOMM San Diego ("Delivery Point"). Seller shall use reasonable efforts to deliver the Products specified in the P.O. on or before the applicable "Delivery Date" indicated in the accepted P.O. Buyer is responsible for insuring all shipments.

3. TITLE AND RISK OF LOSS. Seller warrants that it has good and clear title, free from any security interest, lien, or other encumbrance, to all Products to be delivered to Buyer. Title and risk of loss or damage to the Products shall pass to Buyer upon delivery to the Delivery Point.

4. INTELLECTUAL PROPERTY. Nothing in this Agreement or the sale of Product(s) to Buyer conveys to Buyer any intellectual property rights, including but not limited to any rights under patent, trademark, copyright or trade secret. Products sold hereunder may contain or be accompanied by software in executable code form ("Software") and, except as otherwise expressly provided herein, all references to "Products" herein shall be deemed to include the accompanying Software. Nothing herein shall be construed as the sale of any Software or any other intellectual property embedded in the Product to Buyer. Seller hereby grants to Buyer a non-exclusive, non-transferable license to use the Software (in object form only) solely as included and intended to be used in the Products purchased by Buyer from QUALCOMM and for use only in the manner which Seller intends the Software to be used, for the duration of the useful life of such Products and subject to the Terms and Conditions herein. Buyer shall not, directly or indirectly, disassemble, decompile, reverse engineer, or analyze or copy the physical construction of the Products, software or any component thereof for any purpose, other than as expressly permitted by Seller in writing.

5. PRODUCT USE AND RESTRICTIONS. The QUALCOMM Globalstar GSP-1620 Satellite Data Modem(s) ("Modem(s)") sold under the Agreement are solely intended for use in development and testing as the core communications component to be integrated into a market-specific product to deliver digital data communications world-wide using QUALCOMM's CDMA technology and the Globalstar Communications System's constellation of forty-eight (48) low-Earth-orbit (LEO) satellites ("Integrated Product"), and not for commercial resale or use.

The GSP-1620 Satellite Data Modem Integrator's Kit ("Integrator's Kit") is solely intended to facilitate development of user applications for the Modem. The Integrator's Kit includes a Modem, antenna, interface and antenna cables, AC/DC power supply, a Globalstar UT Program Support Tool and a CD-ROM containing script and modem drivers, Diagnostic Monitor ("DM") as provided for below, as well as software AT command samples and PDF files of the Integrator's Kit manual and Globalstar Data User Guide for the GSP 1600 Tri-Mode Phone.

The DM provided hereunder is licensed to Buyer for use with the Integrator's Kit, subject to the terms and conditions contained in the software, for a period of six (6) months from the date of delivery to the Delivery Point. Buyer will return the DM to QUALCOMM at the end of the six (6) month period at its own expense. If Buyer does not return the DM to QUALCOMM within such period, Buyer will be deemed to have purchased such DM and QUALCOMM will invoice Buyer the current list price.

The Products, as supplied by QUALCOMM, shall be compliant with the FCC and European R&TTR Directive 1999/5/EC when configured in accordance with QUALCOMM's guidelines, as set forth in the QUALCOMM Globalstar GSP-1620 Satellite Data Modem Integrator's Reference Manual. Any deviation by Buyer from such guidelines, or modifications to the product, including but not limited to cable length modifications and modifications to the RF transmit or receive path performed without written permission from QUALCOMM may result in non-compliance with the Globalstar communications network and Government Radio Regulations and will invalidate all warranties set forth herein and regulatory approvals.

Buyer intends to utilize the Products described above specifically for testing and evaluation purposes and, by Buyer's use of the Product, Buyer acknowledges and agrees that such Products purchased may not be resold, sublicensed or used for any purpose by Buyer other than in accordance with the provisions of the Agreement.

6. RESTRICTED EXPORT. Buyer agrees not to export or reexport any product, technical data, or software programs received from QUALCOMM or any direct products thereof without first obtaining the permission of the U.S. Departments of Commerce or State, or other governing U.S. Government agency as applicable, either in writing or as provided by applicable regulation. Such permission is required in addition to any authorization from QUALCOMM.

Buyer agrees that no products, proprietary data, know-how, software, or other data or information received from QUALCOMM will be directly employed in missile technology, sensitive nuclear, or chemical biological weapons end uses or by such end users. Buyer understands that the foregoing obligations are U.S. legal requirements and agrees that they shall survive any term or termination of any agreements with QUALCOMM.

7. INSPECTION; ACCEPTANCE. Final inspection of Products delivered shall be made at Buyer's premises. Buyer may not reject Products that are delivered as ordered. If products are non-conforming, Buyer must notify Seller in writing within ten (10) business days of receipt of Product(s) or the Products will be deemed to be accepted by Buyer.

8. PRICE AND PAYMENT TERMS. Unless a credit limit has been established with Seller, or as otherwise agreed to between the parties, with respect to each P.O. accepted by Seller, Buyer shall render payment in full to Seller via wire transfer or check not less than ten (10) business days prior to scheduled delivery of the Products to the Delivery Point. If payment is not made, Seller shall be entitled to treat the Buyer's P.O. as cancelled. The prices of Products delivered shall be as specified in Buyer's accepted P.O. therefor. The P.O. will specify whether items listed therein are taxable, and Seller shall invoice Buyer accordingly.

Alternatively, if a credit limit has been established, QUALCOMM will invoice Buyer for Product purchased upon delivery of such Product to the Delivery Point, and Buyer shall pay all such invoices by check or wire transfer within thirty (30) days of the invoice date. All payments shall be in U.S. dollars and shall identify the Purchase Order and Invoice number and be sent to:

QUALCOMM Incorporated

File No. 54210

Los Angeles, CA 90074-4210

Wire Transfer Instructions: Bank of America, San Francisco, CA, ABA #121-000-358, Account #12330-17914.

Buyer shall pay to QUALCOMM a late charge on any past due amounts at the rate of one and one-half percent (1.5%) per month or part thereof of the maximum amount permitted by law, whichever is less.

9. WARRANTIES. Seller warrants that all Products delivered under the Agreement shall be free from material defects in workmanship and materials for a period of ninety (90) days from the date of delivery to the Delivery Point. Buyer's sole remedy for breach of the foregoing warranty shall be the return of the allegedly nonconforming Product at Buyer's sole expense, all in accordance with Seller's return material authorization procedures within thirty (30) days after the expiration of the applicable warranty period. If such Product is determined by Seller to be defective and covered by warranty, Seller, at Seller's sole option shall repair or replace such Products. Seller makes no warranty that the Product is fit for an intended purpose, except as set forth in Section 5 above. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT OR THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. TECHNICAL SUPPORT. Upon written request by Buyer, QUALCOMM will provide technical assistance on a limited basis at Seller's then current standard rates and subject to the availability of Seller's staff.

11. CONFIDENTIALITY; PUBLICITY. Neither party shall issue any news release, advertisement, publicity, or promotional material regarding the Agreement without the other party's written consent.

12. TERMINATION; CANCELLATION. Buyer may terminate any P.O. or any portion thereof upon giving notice to Seller of such termination not less than thirty (30) days prior to scheduled delivery. Within ten (10) business days after receiving notice of such termination, Seller shall advise Buyer in writing of all costs incurred by Seller in performance of the P.O. to the date of termination or cancellation charges, if any. Buyer will pay such cancellation charges within thirty (30) days after the date of the Seller's written request therefor. Seller may immediately terminate upon written notice to Buyer in the event of nonpayment by Buyer of Seller's invoice.

13. ASSIGNMENT. Buyer shall not assign any of its rights under the Agreement without the prior written consent of the Seller, which shall not be unreasonable withheld, and any assignment in violation of this provision shall be null and void.

14. LIMITATION OF LIABILITY. In no event shall either party be liable to the other for special, indirect, incidental or consequential damages (including without limitation loss of business or lost profits), regardless of whether such liability arises in contract, tort, strict liability in tort, breach of warranty, infringement or otherwise even if such party was or should have been aware or advised of the possibility thereof. Notwithstanding anything to the contrary expressed or implied, QUALCOMM's aggregate liability for any damages to Buyer arising hereunder from any cause whatsoever and regardless of the form of action, whether in contract or in tort, including negligence or otherwise, shall be limited to the amount paid by Buyer to QUALCOMM with respect to the Product(s).

15. INDEMNIFICATION. Buyer shall indemnify, defend and hold QUALCOMM, its directors, officers, employees and agents harmless from and against any all losses, claims, liabilities or fees, including reasonable attorney's fees (collectively "Losses") arising out of or related to the operation and use of the Product(s) by Buyer and any agent or employee of Buyer, including but not limited to Losses caused by (i) misuse or unauthorized modification to the Product(s), (ii) any unauthorized or unlawful use or distribution of the Product, (iii) any unauthorized disclosure of QUALCOMM confidential information: and (iv) any unlawful acts or omissions by Buyer.

16. APPLICABLE LAW. The Agreement shall be governed by the laws of the State of California. All disputes arising in connection therewith shall be heard only by a court of competent jurisdiction in San Diego County, California, and the prevailing party in any legal proceeding shall be entitled to recover its reasonable attorneys' fees incurred in connection therewith. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the purchase of Products or Services by Buyer.

17. CORRESPONDENCE. All written correspondence, including P.O.s, shall be sent to the attention of:

For Seller:

QUALCOMM Incorporated

Wireless Systems Division

5775 Morehouse Drive

San Diego, CA 92121

Attention: Director of Contracts

Facsimile: (858) 651-6045

For Buyer at the address and fax number as provided on the Purchase Order.

18. MISCELLANEOUS PROVISIONS. No addition or modification of the Agreement shall be effective unless made in writing and signed by the respective representatives of Seller and Buyer. Any delay or failure to enforce at any time any provision of the Agreement shall not constitute a waiver of the right thereafter to enforce each and every provision thereof. If any of the provisions of the Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect. The rights and remedies expressly provided herein are not exclusive, but are cumulative and in addition to any other rights and remedies available at law or in equity. The parties' rights and obligations which by their sense and context are intended to survive any termination, expiration or completion of this Agreement shall so survive, including but not limited to sections 4, 5, 6, 7, 9, 11, 12, 13, 14, 15, 16 and 18.