

ACCESS AGREEMENT

This ACCESS AGREEMENT (this “*Agreement*”) is entered into as of December 10, 2015 (the “*Effective Date*”), by and between GLOBALSTAR, INC., a Delaware corporation with offices at 300 Holiday Square Blvd., Covington, LA 70433 (“*Globalstar*”), and YIPPY, INC., a Nevada corporation with offices at 17595 S. Tamiami Trl., Suite 270, Fort Myers, FL 33908 (“*Yippy*”). Each of Globalstar and Yippy is referred to individually herein as a “*Party*” and collectively as the “*Parties*.”

W I T N E S S E T H:

WHEREAS, Globalstar is a provider of the Globalstar Services;

WHEREAS, Globalstar desires to (a) provide Yippy with access over the Globalstar System to sell Yippy Services to Globalstar Customers, and (b) provide marketing assistance to offer Yippy Services to Globalstar Customers;

WHEREAS, customers of Other Service Providers (“*OSP Customers*”) may purchase the Yippy Services from Yippy to use in connection with services provided by Other Service Providers;

WHEREAS, Yippy desires that Globalstar bill Globalstar Customers on behalf of Yippy for Yippy Services;

WHEREAS, Yippy desires to resell Globalstar Services to Yippy Customers;

WHEREAS, Globalstar will grant Yippy access to the Globalstar Gateways to co-locate Yippy Boxes;

WHEREAS, in consideration for this Agreement, Yippy has issued to Globalstar consideration under the Securities Issuance Agreement of even date herewith between the Parties (the “*SIA*,” and together with this Agreement, including any schedules or exhibits hereto and thereto, the “*Transaction Documents*”); and

WHEREAS, all agreements and transactions contemplated by the Transaction Documents shall collectively be referred to herein as the “*Transaction*.”

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. The following terms, as used herein, have the following meanings:

(a) “*Access Number*” means a unique Mobile Directory Number (MDN) and Electronic Serial Number (ESN) combination assigned to and identifying a single User Terminal.

(b) “*Additional Yippy Services*” has the meaning set forth in Section 4.01(d).

(c) “*Affiliate*” means (i) with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person, including any affiliated investment funds or any investment funds with a common principal advisor, and (ii) with respect to any natural person, any spouse, lineal descendants, parents or

siblings of such natural person. For the avoidance of doubt, Globalstar and Yippy shall not be deemed Affiliates for purposes of this Agreement and the other Transaction Documents.

(d) **"Agreement"** has the meaning set forth in the preamble hereto.

(e) **"Anti-Bribery Laws"** means the provisions of the Corruption of Foreign Public Officials Act, the Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption law or regulation, foreign or domestic.

(f) **"Authorized Yippy Personnel"** has the meaning set forth in Section 5.04(a).

(g) **"Bank"** has the meaning set forth in Section 4.03(g)(i).

(h) **"Business Day"** means any day other than a Saturday, Sunday or any day on which banking institutions in New Orleans, Louisiana are required or authorized by law to remain closed.

(i) **"Casualty Event"** has the meaning set forth in Section 5.08.

(j) **"Claims"** has the meaning set forth in Section 10.01.

(k) **"Colocation Space"** has the meaning set forth in Section 5.01.

(l) **"Confidential Information"** has the meaning set forth in Section 12.01(a).

(m) **"Control", "Controls" or "Controlled by"** means, with respect to any Person, the ability or power, directly or indirectly, through one or more intermediaries, to direct or cause the direction of the management of such Person, whether through ownership of voting securities, by contract or otherwise; provided, that a natural person cannot be "Controlled by" or "under common Control" with another Person.

(n) **"Customer Information"** means all information, data, or metadata relating to any customer or their activities obtained manually or by computer, including any reports, compilations or aggregations thereof.

(o) **"Customizations"** means any modifications to the Yippy Software to address a functionality identified by Globalstar or a Globalstar Customer to be incorporated into the Yippy Software for Yippy to provide Yippy Services to Globalstar Customers pursuant to Section 3.02, to the extent such modification is not made generally available in the Yippy Services to Yippy Customers other than Globalstar Customers and thus, does not constitute an Enhancement.

(p) **"Default"** means the occurrence of any of the following events, circumstances or conditions: (i) the failure by the applicable Party to pay any amounts pursuant to this Agreement when due and such failure continues for a period of 45 days after receipt of written Notice from the other Party; (ii) the failure by the applicable Party to perform or comply with any other agreement, covenant, obligation or other provision contained in this Agreement; (iii) any representation or warranty made or deemed made by any Party under this Agreement proves to be incorrect, false or misleading in any material respect when furnished or made (or deemed made); (iv) the entry of a final court order that enjoins or restrains a Party's conduct of its business activities; or (v) the dissolution or liquidation of a

Party, or any of its directors, stockholders, members or managers takes action seeking to affect the dissolution or liquidation of such Party.

(q) **“Dispute”** has the meaning set forth in Section 12.09(a).

(r) **“Effective Date”** has the meaning set forth in the preamble hereto.

(s) **“Enhancement”** means a modification of the Yippy Software which provides (i) a capability not defined in the Product Specifications, or (ii) an improvement in the efficiency of the Yippy Software, in each case, as made generally available by Yippy in the Yippy Services to other Yippy Customers.

(t) **“Error”** means (i) any defect, error or malfunction in any portion of the Yippy Software or Customization that materially affects the performance of the Yippy Software, or (ii) a failure of the Yippy Software to conform in all material respects to the Product Specifications, provided, however, that any nonconformity resulting from combining or merging the Yippy Software with software not approved or specified by Yippy, or modification of the Yippy Software which has not been performed by Yippy or Yippy’s software licensors, if applicable, shall not be considered an Error.

(u) **“Error Correction”** means a modification of the Yippy Software which corrects Errors discovered in the Yippy Software and enables the Yippy Software to substantially conform in all material respects to the Product Specifications or is required to bring the Yippy Software into compliance with law or any governmental regulation.

(v) **“Export Control Laws”** means all applicable laws and regulations in respect of customs and export and import control including economic sanctions, anti-terrorism, anti-boycott and related measures, including the U.S. Arms Export Control Act (22 U.S.C. § 2778 et seq.), as amended, the Export Administration Act (50 U.S.C. App. §§ 2401 et seq.), as amended and continued in force by presidential order, any applicable international sanctions law and programs, including those promulgated under the International Emergency Economic Powers Act (50 U.S.C. §§ 1701-1706), the National Emergencies Act (50 U.S.C. §§ 1601-1651), the Trading with the Enemy Act (50 U.S.C. App. §§ 5, 16), any additional international sanctions programs administered by the Department of Treasury Office of Foreign Assets Control, any regulations promulgated under each such act, including, without limitation the Export Administration Regulations (15 C.F.R. §749.9), the Sudanese Sanctions Regulations (31 C.F.R. Part 538), and the Iranian transactions and Sanctions Regulations (31 C.F.R. Part 560), and comparable foreign laws, ordinances, rules and regulations.

(w) **“Force Majeure Event”** means any cause (except financial) beyond a Party’s reasonable control, including without limitation: (i) mandatory compliance with any law, ruling, order, regulation, requirement, or instruction of any federal, state, or local court or other governmental authorities; (ii) acts of God; (iii) acts or omissions of the other Party; (iv) failures and/or deficiencies in equipment or software of a third party (including the Globalstar System, Gateways and equipment or software comprising the Internet); (v) interruptions in or interference with telecommunications and/or satellite systems or caused as a result of the Internet; (vi) infiltration of the Globalstar System by a third party by any means, including any software program or technology designed to disrupt or delay the Globalstar Services; and (vii) fires, floods, strikes or other differences with employees (regardless of whether such labor disturbances could be settled by acceding to the demands of a labor group), embargoes, war (declared or undeclared), insurrection, acts of terrorism or riot.

(x) “**Gateway(s)**” means every active ground station used by Globalstar in providing Globalstar Service, which shall include, without any limitation those Gateways in existence as of the date of this Agreement and any and all other Gateways worldwide that may come into existence during the Term, and shall include all Globalstar Gateways and all Independent Gateways.

(y) “**Gateway Services**” has the meaning set forth in Section 5.03(a).

(z) “**Gateway Space**” means the physical capacity of each Gateway to maintain server boxes.

(aa) “**Globalstar**” has the meaning set forth in the preamble hereto.

(bb) “**Globalstar Customer Information**” has the meaning set forth in Section 2.07(a)(i) hereof.

(cc) “**Globalstar Customers**” means Persons to whom Globalstar, directly or indirectly through its Sub-Agents provides Globalstar Services and Globalstar Equipment (but shall not include any Person to whom Yippy resells Globalstar Services or Globalstar Equipment).

(dd) “**Globalstar Equipment**” means all User Terminals provided by Globalstar.

(ee) “**Globalstar EULA**” has the meaning set forth in Section 2.01(b)(ii).

(ff) “**Globalstar Gateways**” means all Gateways and ground stations that are part or become part of the Globalstar System that are owned or leased by Globalstar.

(gg) “**Globalstar Indemnified Parties**” has the meaning set forth in Section 10.01.

(hh) “**Globalstar Lease**” has the meaning set forth in Section 5.01(b).

(ii) “**Globalstar Lessor**” has the meaning set forth in Section 5.01(b).

(jj) “**Globalstar/OSP Agreement**” has the meaning set forth in Section 2.04(a).

(kk) “**Globalstar Service(s)**” means the transmission of voice, short message service, data and any other duplex services, features or functions offered by Globalstar to its customers via the Globalstar System, as may exist at any point in time during the Term.

(ll) “**Globalstar Software**” has the meaning set forth in Section 6.02(b).

(mm) “**Globalstar System**” means Globalstar or its Affiliates’ infrastructure of facilities, including service provider control centers, antennae, gateway switching centers, Gateways, microwave, interconnection and transceiver equipment, within Globalstar’s licensed spectrum, compatible with the Globalstar Services and any related control or data centers owned, operated or leased by Globalstar or its Affiliates.

(nn) “**Globalstar Trademarks**” means the name “Globalstar” and all other proprietary names and associated commercial symbols or logos used by Globalstar to market and sell the Globalstar Services or Globalstar Equipment, as may exist at any point in time during the Term.

- (oo) ***“GS Monthly Access Fee”*** has the meaning set forth in Section 4.02(g).
- (pp) ***“IBM License Agreement”*** means the Software License Agreement, dated May 17, 2010, between Yippy and Vivisimo, Inc. (a subsidiary of IBM Corporation).
- (qq) ***“Indemnified Party”*** has the meaning set forth in Section 10.05(a).
- (rr) ***“Indemnifying Party”*** has the meaning set forth in Section 10.05(a).
- (ss) ***“Independent Gateways”*** means all Gateways that are part of the Globalstar System that are owned by independent gateway operators.
- (tt) ***“Initial Term”*** has the meaning set forth in Section 11.01(a).
- (uu) ***“Lockbox Account”*** has the meaning set forth in Section 4.03(g)(i).
- (vv) ***“MSA”*** has the meaning set forth in Section 4.02(b).
- (ww) ***“No Advertising Fee”*** has the meaning set forth in Section 2.07(c).
- (xx) ***“Notice”*** has the meaning set forth in Section 12.02.
- (yy) ***“Notice of Exclusive Control”*** has the meaning set forth in Section 4.03(g)(i).
- (zz) ***“OSP Customers”*** has the meaning set forth in the preamble hereto.
- (aaa) ***“Other Service Provider”*** means all telecommunications services providers (other than Globalstar) that currently or in the future provide telecommunications services to customers during the Term, and includes all Satellite Service providers (other than Globalstar).
- (bbb) ***“Party”*** or ***“Parties”*** has the meaning set forth in the preamble hereto.
- (ccc) ***“Pass Through Equipment”*** has the meaning set forth in Section 5.07.
- (ddd) ***“Person”*** means an individual, a corporation, a partnership, an association, a joint-stock company, a limited liability company, a trust, any unincorporated organization, or a government or political subdivision thereof.
- (eee) ***“Product Specifications”*** means (i) the specifications of the Yippy Software set forth in the Work Agreements, and (ii) any product specifications mutually agreed upon by Yippy and Globalstar with respect to Customizations.
- (fff) ***“Renewal Term”*** has the meaning set forth in Section 11.01(a).
- (ggg) ***“Representatives”*** has the meaning set forth in Section 12.01(d)(i).
- (hhh) ***“Satellite Customers”*** means Satellite Services customers of Satellite Service Providers.

- (iii) **“Satellite Services”** means fixed and mobile satellite services.
- (jjj) **“Satellite Service Provider”** means Other Service Providers (other than Globalstar) that currently or in the future provide Satellite Services to customers during the Term.
- (kkk) **“Security Enclosure”** has the meaning set forth in Section 5.04(d).
- (lll) **“SLA”** has the meaning set forth in the Recitals hereto.
- (mmm) **“Sub-Agents”** means any Person who is an agent of Globalstar and sells Globalstar Services.
- (nnn) **“Subscriber”** means any Person who purchases and has the right to access the Yippy Services pursuant to a Yippy EULA across the Globalstar System.
- (ooo) **“Term”** has the meaning set forth in Section 11.01(a) hereof.
- (ppp) **“Territory”** means every place on Earth where (i) Globalstar Services are physically accessible, and (ii) the sale of Globalstar Services is permitted by applicable law.
- (qqq) **“Third Party Claim”** has the meaning set forth in Section 10.03(a).
- (rrr) **“Third Party Equipment”** means all User Terminals or equipment acquired from third-party sources.
- (sss) **“Third Party Software Owner”** means any third party that has granted Yippy any license or rights to use any portion of the Yippy Software, and any successors-in-interest to any such third party.
- (ttt) **“Transaction”** has the meaning set forth in the Recitals hereto.
- (uuu) **“Transaction Documents”** has the meaning set forth in the Recitals hereto.
- (vvv) **“User Terminal(s)”** means all equipment with access to the Globalstar Services, including, without limitation, portable, mobile (i.e., vehicle-mounted) and fixed radio telephone devices, data terminals (including Qualcomm Satellite Data Modems) and accessories (e.g., car kits) compatible with the Globalstar System and authorized by Globalstar to be used by Globalstar Customers, Yippy Customers and Subscribers to access the Globalstar Services, whether existing now or in the future.
- (www) **“Work Agreements”** means the Statement of Work, Project: “Globalstar 360” between Globalstar and Yippy dated May 19, 2015, as modified by the Project Change Request dated November 25, 2015.
- (xxx) **“Yippy”** has the meaning set forth in the preamble hereto.
- (yyy) **“Yippy Boxes”** means preconfigured server boxes and related equipment provided by Yippy or its designees, including network equipment, routers, switches, security equipment, catch panels and power conditioners, to be installed in Gateways pursuant to the terms of this Agreement.

(zzz) “*Yippy Customer Information*” has the meaning set forth in Section 2.07(a)(ii) hereof.

(aaaa) “*Yippy Customers*” means Persons to whom Yippy (directly or through its agents or Affiliates) provides Yippy Services which includes access to Globalstar Services and equipment, including those Persons who are Subscribers and OSP Customers, provided the customer is not considered a Satellite Services industry company.

(bbbb) “*Yippy Developed Equipment*” has the meaning set forth in Section 4.05(c).

(cccc) “*Yippy EULA*” has the meaning set forth in Section 2.01(b)(i).

(dddd) “*Yippy Hardware*” means Yippy equipment used in connection with the Yippy Services that is resold by Globalstar.

(eeee) “*Yippy Indemnified Parties*” has the meaning set forth in Section 10.02.

(ffff) “*Yippy IP*” means all inventions, patents, know-how, trade secrets, technology, domain names, trademarks, service marks, software, processes, copyrights, works of authorship, materials, or other intellectual property related to or used in connection with the Yippy Software or Yippy Services.

(gggg) “*Yippy GS Customer Accounts*” has the meaning set forth in Section 4.02(a)(i).

(hhhh) “*Yippy Pages*” has the meaning set forth in Section 2.07(b)(i).

(iiii) “*Yippy Services*” means Yippy’s compressed data Internet services provided through the Yippy Software for the Satellite Services industry.

(jjjj) “*Yippy Software*” means all programs, algorithms, code, processes and other web-based software providing online and corporate data access, and any databases developed for use with such software and expressly includes any Enhancement or Customization.

(kkkk) “*Yippy Welcome Page*” has the meaning set forth in Section 2.02(b).

(llll) “*Yippy/GS Fee*” has the meaning set forth in Section 2.05(a).

(mmmm) “*Yippy/OSP Fee*” has the meaning set forth in Section 2.06(a).

1.02 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) all capitalized terms defined in the recitals to this Agreement has the meanings ascribed thereto whenever used in this Agreement and the terms defined in this Agreement have the meanings assigned to them in this Agreement, and the use of any gender herein shall be deemed to include the other genders;

(b) all references in this Agreement to designated Sections, Subsections, Paragraphs, Articles, Exhibits, Schedules and other subdivisions or addenda without reference to a document are to

the designated sections, subsections, paragraphs and articles and all other subdivisions of and exhibits, schedules and all other addenda to this Agreement, unless otherwise specified;

(c) a reference to a Subsection without further reference to a Section is a reference to such Subsection as contained in the same Section in which the reference appears, and this rule shall apply to Paragraphs and other subdivisions;

(d) the terms “includes” or “including” means without limitation by reason of enumeration;

(e) the words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular provision; and

(f) the headings and captions used in this Agreement are for convenience of reference only and do not define, limit or describe the scope or intent of the provisions of this Agreement.

ARTICLE II. PROVISION OF YIPPY SERVICES

2.01 Yippy Access; Scope of Licenses.

(a) Yippy Access. Globalstar hereby grants Yippy with access over the Globalstar System to sell Yippy Services directly to the Globalstar Customers. Yippy shall provide Yippy Services to any Globalstar Customer that desires to purchase such Yippy Services who executes a Yippy EULA. Yippy shall license the Yippy Software directly to the Globalstar Customers as set forth herein, and Yippy agrees not to license Yippy Software to Globalstar Customers except pursuant to the terms of this Agreement.

(b) Scope of Licenses.

(i) Yippy EULA. Globalstar agrees that the limited licenses for Yippy Software to be offered to Globalstar Customers and OSP Customers through Yippy are limited, non-exclusive and non-transferable licenses, without the right of sublicense, each grant made pursuant and subject to an individual “click-through” end-user license agreement in the form approved by Globalstar (which approval shall not be unreasonably withheld or delayed) to be entered into by each Subscriber directly with Yippy (each such agreement, a “*Yippy EULA*”). If a Globalstar Customer or OSP Customer does not execute such EULA, such Person shall not be permitted to use the Yippy Software.

(ii) Globalstar EULA. Each Subscriber shall enter into a separate “click-through” end-user license agreement directly with Globalstar for the Globalstar Services (each such agreement, a “*Globalstar EULA*”).

2.02 Provision of Yippy Services.

(a) Equipment and Software. Other than the services provided by Globalstar hereunder, the User Terminal, and the Globalstar System, Yippy is responsible for all equipment, software, telecommunications services and personnel necessary to provide the Yippy Services, including without limitation modifications to the Yippy Software to be compatible with the Globalstar System, subject to an additional written agreement between the Parties for the initial start-up expenses of Yippy Software implementation.

(b) Distinct Services. The Yippy Services shall be presented to the Subscriber as a separate and distinct offering from the Globalstar Services including the use of one or more separate pages to inform the Subscriber that it has accessed the Yippy Services (each, a “*Yippy Welcome Page*”) each time the Yippy Services are accessed by the Subscriber. The Yippy Welcome Page shall be branded with Yippy’s trademarks and shall identify the Yippy Services as a service provided by Yippy. Yippy shall obtain written approval from Globalstar for the content and appearance of each Yippy Welcome Page (including modifications thereto), which approval shall not be unreasonably withheld or delayed.

(c) URL’s. Yippy shall provide the Yippy Services only through the use of the yippy.com domain names and subdomains or any future Yippy-branded domain name or subdomain.

(d) Restrictions. Globalstar shall not have any license to use the Yippy Software directly or to provide any Yippy Services to any Globalstar Customers except to permit access to the Yippy Services provided by Yippy in accordance with this Agreement. Globalstar shall not reverse engineer, decompile, decode, decrypt, disassemble, copy, modify, distribute, or resell any of the Yippy Services. Globalstar shall not download the Yippy Software or access any source code for the Yippy Software.

(e) Disconnection. Yippy shall have the right to cease to provide the Yippy Services to any Subscriber that materially breaches the Yippy EULA.

(f) Filtered Websites. Yippy shall not block the access of any Globalstar Customer to any website through the Yippy Services, except in compliance with Globalstar’s written request. Yippy shall notify Globalstar of any websites that are inaccessible to Globalstar Customers through the Yippy Services from time to time. Yippy shall display a separate page each time a Subscriber attempts to access a website that is unavailable through the Yippy Services which shall display a message provided by Globalstar notifying the customer that the webpage is not accessible through the Yippy Services.

(g) Audits and Inspections; Shortfall Amounts. During the Term, and for the purpose of verifying compliance with this Agreement, Yippy shall have the right, during normal business hours upon reasonable advance Notice and without material disruption to Globalstar’s business, to audit and inspect Globalstar’s books and records relevant to the purchase of Yippy Services from Yippy by Subscribers as contemplated by this Agreement no more than once per calendar year. If, the result of such audit in connection with Yippy’s own internal records indicate that more end-users are accessing and using the Yippy Services than Yippy has received fees and/or Globalstar has billed for, Globalstar shall pay to Yippy the shortfall in fees retroactively to the date of any such identified unauthorized use of the Yippy Services. If, upon conclusion of any such audit, the total amount of underpayments is determined to be five percent (5%) or more during the applicable period measured in any such audit, Globalstar shall fully reimburse Yippy for its costs associated with such audit or inspection.

2.03 Intellectual Property.

(a) No License. This Agreement does not provide, and shall not be deemed to provide, Globalstar with a license to the Yippy Software. Yippy retains all intellectual property rights to the Yippy Customer Information and the Yippy Software (and any improvements thereon). Upon request by Yippy, Globalstar shall, and shall cause its contractors and employees to assign any rights to any improvements to the Yippy Software to Yippy or to any designated Third Party Software Owner if requested by Yippy.

(b) Globalstar Intellectual Property. Globalstar retains all intellectual property rights to the Globalstar Services, the Globalstar Customer Information and the Globalstar System (and any

improvements thereon). Upon request by Globalstar, Yippy shall, and shall cause its contractors and employees to, assign any rights to any improvements to the Globalstar System to Globalstar.

(c) Trademark Use. Neither Party shall have a license or obligation to use the trademarks of the other Party in any promotional or advertising materials, except as provided for the Yippy Welcome Page or otherwise in the Agreement or as agreed to by the parties in writing. No co-branding designation shall be used for any services, and Globalstar shall not be referred to as a reseller, licensee or sublicensee of Yippy.

2.04 Marketing Assistance.

(a) Globalstar Engagement. Globalstar shall (i) have the right, but not the obligation, to negotiate agreements with Satellite Service Providers to facilitate Yippy's sale of Yippy Services to Satellite Customers, and (ii) use good faith efforts to negotiate agreements with Other Service Providers to facilitate Yippy's sale of Yippy Services to OSP Customers other than Satellite Customers (each such agreement in (i) and (ii), a "**Globalstar/OSP Agreement**"), each such Globalstar/OSP Agreement to be subject to Yippy's approval, not to be unreasonably withheld, delayed or conditioned. This engagement is exclusive with respect to Satellite Customers and non-exclusive with respect to OSP Customers other than Satellite Customers. OSP Customers will be required to pay to Yippy the amounts set forth in Section 2.06(a) for Yippy Services provided pursuant to a Globalstar/OSP Agreement.

(b) Yippy Leads. Yippy may provide written notice to Globalstar of the identity of any potential OSP Customer lead that Yippy identifies. Globalstar shall decide whether to pursue such opportunity in its sole discretion. If Globalstar enters into a Globalstar/OSP Agreement with such potential OSP Customer, Globalstar will pay to Yippy 50% of the net revenues received from such Globalstar/OSP Agreement.

2.05 Globalstar Customer Rates and Payments.

(a) Pricing and License Fees. Globalstar Customers will be required to pay to Yippy a fee equal to the greater of (i) (A) for each single use license of the Yippy Software, USD \$3.00 for each month in which the Yippy Services are utilized by a Globalstar Customer and (B) for each multiple user license, USD \$3.00 per User Terminal for each month in which the Yippy Services are utilized by the User Terminal, or (ii) 40% of total amount paid by a Globalstar Customer for the Yippy Services (the "**Yippy/GS Fee**"). The Parties shall mutually agree to any changes to the Yippy/GS Fee.

(b) Free Trial Periods. Globalstar may offer trial periods to Globalstar Customers for one month of free access to the Yippy Services. Yippy shall provide any Globalstar Customer who accepts the free trial and executes a Yippy EULA with one month of access to the Yippy Services free of charge.

2.06 OSP Customer Rates and Payment.

(a) Pricing and License Fees. OSP Customers will be required to pay to Yippy a fee equal to the greater of (i) (A) for each single use license of the Yippy Software, USD \$6.00 for each month in which the Yippy Services are utilized by an OSP Customer and (B) for each multiple user license, USD \$6.00 per User Terminal for each month in which the Yippy Services are utilized by the User Terminal, or (ii) 40% of total amount paid by an OSP Customer for the Yippy Services (the “*Yippy/OSP Fee*”). The Parties shall mutually agree to any changes to the Yippy/OSP Fee.

(b) Free Trial Periods. Globalstar may offer trial periods to OSP Customers for one month of free access to the Yippy Services. Yippy shall provide any OSP Customer who accepts the free trial, registers a valid credit or debit card, and executes a Yippy EULA with one month of access to the Yippy Services free of charge.

2.07 Customer Information and Advertising.

(a) Ownership and Use of Customer Information.

(i) Globalstar Customer Information. As between Globalstar and Yippy, Globalstar will own all Customer Information derived by Globalstar, the Globalstar System or through the use of the Globalstar Services (the “*Globalstar Customer Information*”). Globalstar will provide any Globalstar Customer Information required by Yippy to operate and provide the Yippy Services to Subscribers, and Globalstar hereby grants to Yippy a non-exclusive, non-transferable license to use Globalstar Customer Information provided by Globalstar solely for such purpose. Globalstar shall not have any obligation to disclose Globalstar Customer Information to Yippy that is not required by Yippy to operate or provide the Yippy Services, and Yippy shall not use any data mining, robots or similar data gathering or extraction methods to obtain such Globalstar Customer Information.

(ii) Yippy Customer Information. As between Globalstar and Yippy, Yippy will own all Customer Information derived by Yippy, the Yippy Boxes or through the use of the Yippy Services relating to any Globalstar Customer or OSP Customer, except to the extent such information is collected by Yippy in violation of Section 2.07(a)(i) hereof (the “*Yippy Customer Information*”). Yippy is authorized to use the Yippy Customer Information solely in connection with providing the advertising services in accordance with this Section 2.07. Yippy will provide all Yippy Customer Information to Globalstar, and Yippy hereby grants to Globalstar a non-exclusive, non-transferable license to use the Yippy Customer Information utilizing the Yippy Services on the Globalstar System. Globalstar is authorized to use the Yippy Customer Information for any purpose; provided that any revenue collected by Globalstar through the use of the Yippy Customer Information shall be payable 40% to Yippy and 60% to Globalstar.

(b) Advertising.

(i) Except as otherwise provided in Section 2.07(h), Yippy shall have the exclusive right to provide worldwide advertising sales and ad serving services with respect to advertisements that are displayed to Globalstar Customers solely through the Yippy Software (collectively, the "**Yippy Pages**"), and shall provide all promotion, solicitation, placement and sale of advertising on the Yippy Pages; provided that, both Parties must approve in writing such advertisements prior to their display on the Yippy Pages (such approval not to be unreasonably withheld or delayed) and that Yippy shall seek to minimize interference with the user experience.

(ii) Yippy shall have the right to provide exclusive ad serving services utilizing software, systems and technology for implementation, execution and delivery of advertising in all forms on the Yippy Pages.

(iii) During the Term, Globalstar may deliver Notice to Yippy of certain advertising rules and restrictions pertaining to advertisements that may or may not be displayed on the Yippy Pages in Globalstar's sole discretion, and Yippy shall obey such rules and restrictions. Yippy shall not cause or permit any advertisement that Globalstar reasonably believes will be materially harmful to its business, including any pornographic, crude, morally reprehensible or distasteful advertisements or gambling related advertisements, or advertisements of direct competitors of Globalstar or its Affiliates, to be displayed on the Yippy Pages. For the avoidance of doubt, Yippy may display advertisements for itself or its products.

(c) No Advertising Fee. Yippy acknowledges and agrees that certain Globalstar Customers may elect to pay a fee, to be determined by Globalstar in its discretion, so that the Yippy Pages displayed to such Globalstar Customers are free of advertisements (the "**No Advertising Fee**"), in which case, Yippy shall ensure that no advertisements shall appear on the Yippy Pages displayed to such Globalstar Customers that are identified in a Notice from Globalstar to Yippy until otherwise notified by Globalstar. Each No Advertising Fee shall be invoiced and collected by Globalstar and payable 40% to Yippy and 60% to Globalstar;

(d) Yippy Advertising Covenants. Yippy covenants during the Term and subject to the other terms and conditions hereof to:

(i) install unique tags in HTML/Java or other languages chosen by Yippy for the Subscribers;

(ii) use commercially reasonable efforts to solicit advertising, provide ad serving services, and manage all inquiries from advertisers and their agents, and to provide support with regard to advertising space, with respect to the Yippy Pages;

(iii) maintain regular contact on a bi-monthly basis with each advertiser and/or its agent in connection with such advertiser's advertising campaign on the Yippy Pages;

(iv) make the following reports available to Globalstar via on-line secured URL on the Internet with real-time statistics:

(A) regular business reports on the status of: (1) actual sales of advertising space to advertisers with respect to each e-site (including, but not limited to, name of

advertisers, sale values, and reference numbers, if any), and (2) information and feedback received by Yippy from advertisers in the course of providing the services as described in this Agreement;

(B) monthly business reports on the status of potential sales of advertising to advertisers with respect to each property or the Yippy Pages (including, but not limited to, name of advertisers, sale values, forecasts and reference numbers, if any);

(C) weekly user statistics with respect to each e-site (which shall include advertisement impressions, Yippy Pages and click-through data) compiled in connection with user access to advertising sold and displayed on the Yippy Pages pursuant to this Agreement; and

(D) such other reports and information as reasonably requested from time to time by Globalstar.

(v) coordinate sales and marketing services to take into account current Globalstar advertisers and cooperate with the reasonable requests of Globalstar related thereto; and

(vi) provide Globalstar's required policies and procedures to all advertisers which (i) Yippy solicits to place advertising on the Yippy Pages, and (ii) desire to provide advertising on the Yippy Pages.

Notwithstanding anything else contained in this Agreement, Globalstar understands and agrees that any one or more of the services and covenants in this Section 2.07(d) may be delegated by Yippy to an Affiliate or a reputable third party service provider.

(e) Globalstar Advertising Covenants. Globalstar covenants, during the Term and subject to the other terms and conditions hereof, to:

(i) use commercially reasonable efforts to maintain the right for Yippy to solicit, place and sell ad sales on the Yippy Pages;

(ii) insert a click through hyperlink that directs potential advertisers to Yippy's web site for Globalstar;

(iii) furnish Yippy with all information reasonably requested by Yippy regarding the Yippy Pages as is reasonably available to Globalstar and is appropriate for use by Yippy in connection with advertising on the Yippy Pages;

(iv) not engage, contract with, or permit any Person (including Globalstar's Affiliates) other than Yippy to promote, solicit, place or sell, or represent Globalstar for or with respect to the sale of advertising on the Yippy Pages;

(v) not engage, contract with, or permit any Person (including Globalstar's Affiliates) other than Yippy to run and serve advertising on the Yippy Pages; and

(vi) not market any data compression services to the Yippy Customers other than Yippy Services, except to the extent required to access web pages that are inaccessible to the Yippy Services.

(f) Advertising Compensation.

(i) Yippy shall be entitled to retain an amount equal to 40% percent of all gross revenues collected from advertising sales on the Yippy Pages;

(ii) Within 45 days after the end of each calendar month, Yippy shall pay to Globalstar by wire transfer to an account specified by Globalstar in writing an amount equal to the remaining 60% percent of all gross revenues collected from advertising sales on the Yippy Pages;

(iii) Yippy shall be responsible for all billing and collection for advertising clients and sales of advertisements on the Yippy Pages; provided that, Yippy shall not be responsible for advertising clients who fail to pay for any reason whatsoever other than as a result of Yippy's bad faith, willful misconduct or gross negligence; and

(iv) Globalstar shall not pay compensation to Yippy for all of the Yippy services described in this Section 2.07 and Yippy will maintain the software, systems and technology for effective implementation, execution and delivery of all forms of online and mobile advertising described in this Section 2.07 at Yippy's sole expense.

(g) Audits and Inspections; Shortfall Amounts. During the Term, and for the purpose of verifying compliance with this Agreement, Globalstar shall have the right, during normal business hours upon reasonable advance Notice and without material disruption to Yippy's business, to audit and inspect Yippy's books and records relevant to the sale of advertising as contemplated by this Agreement no more than once per calendar year. If, the result of such audit in connection with Globalstar's own internal records indicate that more advertising revenue is being generated than Globalstar has received fees and/or Yippy has billed for, Yippy shall pay to Globalstar the shortfall in fees retroactively to the date of any such identified advertising sales. If, upon conclusion of any such audit, the total amount of underpayments is determined to be five percent (5%) or more during the applicable period measured in any such audit, Yippy shall fully reimburse Globalstar for its costs associated with such audit or inspection.

(h) Revocation of Appointment. If Globalstar notifies Yippy that Yippy is in breach of any of its obligations under this Section 2.07, and Yippy fails to correct, or is unable to correct such breach to the reasonable satisfaction of Globalstar within a period of 30 days after its receipt of Notice thereof, Globalstar may suspend Yippy's right to provide the advertising services hereunder until such breach is cured.

2.08 Billing.

(a) Generally. Yippy hereby authorizes and engages Globalstar to bill on behalf of Yippy sales of Yippy Hardware and of access to Yippy Services and Globalstar Services to Subscribers and OSP Customers, provided, however, that if Globalstar is in default of its obligations under this Section 2.08, and Globalstar fails to cure such default within 30 days after its receipt of Notice from Yippy identifying such default, Yippy may request a third party to perform the billing services contemplated by this Section at Globalstar's sole cost, which shall relieve Globalstar of its obligations under this Section.

(b) Direct Billing for Access to Globalstar Services. Globalstar shall:

(i) directly bill Yippy Customers the Yippy/GS Fee or Yippy/OSP Fee, as applicable, for access to and usage of the Globalstar Services as a separate charge payable to Yippy included in Yippy's monthly charges invoiced to Yippy Customers.

(ii) directly bill Yippy Customers for purchase of Globalstar Equipment and/or Globalstar Services.

(c) Distribution. Globalstar shall pay to Yippy any and all amounts collected on behalf of Yippy on a monthly basis within 14 days after the month's end during which such amounts were collected, by wire transfer to such bank account as Yippy may designate from time to time by due Notice. Globalstar shall not be responsible for amounts due to Yippy that are not collected from the Globalstar Customers or OSP Customers.

(d) Billing Procedures. Globalstar and Yippy shall discuss in good faith and agree upon matters relating to the presentation and contents of the billing statements sent to Globalstar Customers, Yippy Customers and OSP Customers.

(e) Taxes. Globalstar shall be obligated to collect and pay all applicable taxes in connection with the transactions described in this Section.

2.09 Globalstar Arrangement of Sales of Yippy Hardware.

(a) Globalstar may make Yippy Hardware available to Globalstar Customers and OSP Customers who are also Yippy Customers for sale according to the terms and conditions set forth in this Section 2.09; provided that, THE YIPPY HARDWARE IS PROVIDED "AS IS", AND YIPPY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE YIPPY HARDWARE, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT. The Parties agree to establish mutually acceptable, commercially reasonable and appropriate procedures by which:

(i) Globalstar shall transmit to Yippy orders for Yippy Hardware to be sold to Globalstar Customers and OSP Customers who are also Yippy Customers;

(ii) Globalstar shall direct Yippy to ship Yippy Hardware, as specified, to Globalstar Customers or OSP Customers who are also Yippy Customers at the address on file for the relevant account of each Globalstar Customer or OSP Customer;

(iii) Yippy shall directly invoice Globalstar Customers or OSP Customers who are also Yippy Customers; provided that Yippy has engaged Globalstar to handle the invoicing in accordance with Section 4.03;

(iv) Globalstar shall distribute all sums received such Yippy Customers and owed to Yippy in accordance with Section 4.03; and

(v) Yippy shall enable Globalstar to monitor the account status of such Yippy Customers.

(b) Globalstar shall arrange for sale of all Yippy Hardware at Yippy's standard prices; provided that Yippy will provide to Globalstar Customers and OSP Customers the lowest prices that

Yippy provides to Yippy Customers. Changes to product offerings (and applicable prices per unit) consisting of the Yippy Hardware shall be provided to Globalstar by Yippy from time to time as is customary in the industry by Notice to Globalstar. Any new or additional hardware developed or sold by Yippy in the future during the Term relating to the delivery of Yippy Services to Globalstar Customers and OSP Customers shall constitute Yippy Hardware, and Yippy will make said equipment available for resale to Globalstar Customers and OSP Customers, at the price or prices identified by Yippy from time to time; provided that Yippy will provide to Globalstar Customers and OSP Customers the lowest prices that Yippy provides to Yippy Customers.

(c) Globalstar shall be permitted to sell to Globalstar Customers and OSP Customers insurance policies covering the damage or loss of Yippy Hardware. Any such insurance policy issued by Globalstar shall comply with all applicable laws and regulations, and any insurance policy or contract issued in favor of Globalstar Customers and OSP Customers shall include industry standard legal provisions.

(d) Globalstar shall not be responsible for testing, diagnosing and/or repairing any Yippy Hardware. Any defective Yippy Hardware shall be returned to Yippy, and in such instance Yippy shall provide a replacement at no charge. Any Yippy Hardware that is damaged or destroyed by the Globalstar Customer or OSP Customer shall not be the responsibility of Yippy.

(e) Yippy will pay to Globalstar 30% of the gross margin on the sale of any Yippy Hardware to Globalstar Customers or OSP Customers.

ARTICLE III. AVAILABILITY OF SERVICES; SUPPORT AND MAINTENANCE

3.01 Availability of Yippy Services. Yippy shall provide Yippy Services in accordance with the terms of this Agreement, provided, however, "AS IS" AND ACKNOWLEDGES THAT YIPPY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE YIPPY SERVICES, THE AVAILABILITY, RELIABILITY OR QUALITY OF THE YIPPY SERVICES OR THE YIPPY SERVICES, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT.

3.02 Customizations. Upon written request by Globalstar, Yippy shall provide Customizations for the Yippy Services provided by Yippy to Globalstar Customers on such reasonable terms and conditions mutually agreed upon by Yippy and Globalstar. Yippy shall provide such Customizations at rates similar to the rates charged in connection with the Work Agreements or at such other rates as may be negotiated in good faith by Globalstar and Yippy, unless Yippy elects to make such Customization generally available within the Yippy Services provided to other Yippy Customers, in which case the Customizations shall become an Enhancement, and Yippy shall provide such Enhancement at no additional cost to Globalstar and the Subscribers. As between Yippy and Globalstar, Yippy shall own any Customizations and related intellectual property rights.

3.03 Notification of Suspected Errors; Correction.

(a) By Yippy. Upon discovering an Error in the Yippy Software, Yippy shall promptly notify Globalstar of such Error, and either promptly correct such Error itself or cause such Error to be corrected by any Third Party Software Owner, if necessary, in accordance with this Agreement in a manner consistent with industry standards at no charge to Globalstar or any Globalstar Customer.

(b) By Globalstar or a Globalstar Customer. If Globalstar reasonably believes there is an Error in the Yippy Software, Globalstar must notify Yippy of such Error in writing, or by telephone with written confirmation sent within two (2) days thereafter. Globalstar Customers may report an Error to Yippy directly. After Yippy's analysis of the reported Error, Yippy will: (i) notify Globalstar and/or the Globalstar Customer whether Yippy has verified the Error; (ii) where an Error has been verified, advise Globalstar and/or the Globalstar Customer of available remedies; and (iii) where a remedy is not immediately available, notify Globalstar and/or the Globalstar Customer of the need for further investigation. Errors reported to Yippy and subsequently verified by Yippy will be corrected in accordance with this Agreement in a manner consistent with industry standards at no charge to Globalstar or any Globalstar Customer.

3.04 Remedies for Errors.

(a) If, after repeated efforts, Yippy is unable to make the Yippy Software operate as warranted, Globalstar and any affected Globalstar Customer shall be entitled to a refund of the pro-rated value of the function not provided by the Yippy Software in addition to the other remedies available to Globalstar. The Parties shall attempt to reach agreement as to the pro-rated value of the function not provided. If the Parties are unable to do so, Yippy shall make a determination of such prorated value in good faith, and Globalstar shall have the option of accepting the pro-rated value so determined or seek a remedy pursuant to the dispute resolution provisions set forth in Section 12.09 herein.

(b) To the extent that Globalstar reasonably believes that an Error causes the Globalstar Services or the Globalstar System to malfunction or experience a defect, Globalstar may suspend the access of Yippy Customers to the Globalstar System until such Error or malfunction or defect in the Globalstar System has been cured.

3.05 Error Correction and Enhancement.

(a) Yippy shall incorporate any Enhancements into the Yippy Software to provide Yippy Services to the Subscribers, at its sole cost and expense, at the time Yippy incorporates such Enhancement into the Yippy Software as made generally available by Yippy in the Yippy Services provided to other Yippy Customers. Globalstar may choose, in its sole discretion, to deny access to the Yippy Services including an Enhancement across the Globalstar System, and upon receipt of Notice from Globalstar, Yippy agrees that such Enhancement will not be included in the Yippy Services provided to the Globalstar Customers specified in such Notice.

(b) As between Globalstar and Yippy, Error Corrections and Enhancements are the property of Yippy. Error Corrections and Enhancements are to be integrated into the Yippy Services provided to Globalstar Customers and OSP Customers subject to the terms and conditions of this Agreement and become a part of the Yippy Software. Upon such integration of an Error Correction or Enhancement into the Yippy Services, Yippy shall provide documentation informing Globalstar of the Error Correction or Enhancement, including any significant operational differences known to Yippy.

(c) To the extent that an Error Correction or Enhancement requires modification to the Globalstar System, Yippy shall provide reasonable assistance to Globalstar to implement such modification at Globalstar's sole cost.

ARTICLE IV. YIPPY AS RESELLER OF GLOBALSTAR SERVICES

4.01 Grant of Resale Rights.

(a) During the Term, subject to the terms and conditions of this Agreement, Globalstar hereby grants to Yippy the non-exclusive, non-transferable right (except as set forth in 12.06 herein), directly or through Yippy's Affiliates or agents, to market and sell Globalstar Services and Globalstar Equipment (or such other equipment as may be permitted under this Agreement to be used in connection with Globalstar Services) within the Territory; provided that, Yippy agrees to resell the Globalstar Services "AS IS" AND ACKNOWLEDGES THAT GLOBALSTAR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE GLOBALSTAR SERVICES, THE AVAILABILITY, RELIABILITY OR QUALITY OF THE GLOBALSTAR SERVICES OR THE GLOBALSTAR SYSTEM, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT.

(b) Globalstar shall remain free to supply the Globalstar Services to all end-users and potential Subscribers in the Territory, either directly or through agents, designees or other resellers to the extent such Persons are not already Yippy Customers or Persons with whom Yippy is in discussions to become Yippy Customers.

(c) During the Term, Yippy will not sell Yippy Services to any Satellite Service Provider, except as otherwise provided herein.

(d) During the Term, Globalstar shall have the exclusive right but not the obligation to market any other services or software capable of being delivered across a satellite-based distribution channel that is developed by Yippy or its Affiliate ("***Additional Yippy Services***"). If Globalstar does not desire to market certain Additional Yippy Services, Globalstar shall provide written notice to Yippy waiving Globalstar's rights to market hereunder with respect to the Additional Yippy Services specified therein, and Yippy shall be free to market such waived Additional Yippy Services in Yippy's sole discretion, including licensing to other parties. Nothing herein shall limit Yippy's right to freely market its own innovations to its own customers over non-Satellite Services platforms.

4.02 Yippy Contracts with Yippy Customers. In connection with the resale by Yippy of Globalstar Services:

- (a) Globalstar agrees to:
- (i) open Globalstar user accounts for Yippy Customers ("***Yippy GS Customer Accounts***");
 - (ii) activate and deactivate, as applicable, Globalstar Services to Yippy Customers;
 - (iii) monitor the usage of Globalstar Services by Yippy Customers;
 - (iv) monitor the status of Yippy Customers' Yippy GS Customer Account balances;

(v) enter Yippy GS Customer Account notations for purposes of customer service;

(vi) provide billing and collection services in accordance with Section 4.03; and

(vii) enable Yippy to monitor the account status of Yippy Customers.

(b) Yippy shall enter into mobile service agreements in a form approved by Globalstar (each, a “*MSA*”), which approval shall not be unreasonably withheld or delayed, to sell the Globalstar Services to Yippy Customers. Yippy shall have discretion as to the pricing and rate structure that Yippy charges to Yippy Customers for the Globalstar Services.

(c) Yippy agrees to supply Globalstar’s standard disclosure notice set forth on Schedule 4.02(c), as may be modified by Globalstar from time to time by written Notice to Yippy, or substantially similar language, in written form to each Yippy Customer prior to activating Globalstar Services.

(d) Yippy may pledge, assign or grant a lien or security interest in its right to receive payment from Yippy Customers for the Globalstar Services or the Lockbox Account in compliance with Section 4.03(g)

(e) Globalstar shall provide Yippy Customers accessing the Yippy Services and Globalstar Services with the same customer support Globalstar provides to Globalstar Customers with respect to both Yippy Services and Globalstar Services, and will provide alternative telephone numbers and support access to distinguish Yippy Customers and Globalstar Customers when requesting customer service. Globalstar will handle Level I Support for Yippy Customers, to be reasonably agreed upon by Yippy and Globalstar in good faith. Yippy agrees to provide industry standard training aids to Globalstar for general technical problems. Yippy shall provide Level II support escalation events, to be reasonably agreed upon by Yippy and Globalstar in good faith.

(f) Globalstar shall use commercially reasonable efforts to ensure that Globalstar Services are available at all times within the Territory. Notwithstanding the foregoing, Yippy acknowledges that Globalstar’s ability to supply Globalstar Services is subject to:

(i) The proper functioning of any third party carrier system relied upon to complete a call (such as long-distance, roaming, exchange or interconnection providers);

(ii) Reasonable short-term capacity limitations due to repair, testing, upgrade or modification work on the Globalstar System;

(iii) Emergency access to the Globalstar System by public safety organizations; and

(iv) Typical or industry standard disruptions and/or deficiencies caused by atmospheric or terrain conditions or in-building conditions.

(g) Yippy shall pay to Globalstar a monthly access fee (the “*GS Monthly Access Fee*”) for each Yippy GS Customer Account and associated fees based on the aggregate number of (i) minutes and (ii) gigabytes (GB) of data, in each case, actually used by Yippy Customers during such monthly period, based on the pricing terms set forth on Schedule 4.02(g), as modified from time to time in

Globalstar's discretion by Notice to Yippy; provided that Globalstar will provide to Yippy the lowest rates that Globalstar provides to other similar counterparties under similar circumstances. The GS Monthly Access Fee shall be payable by Yippy within 14 days unless payment is otherwise drawn from the Lockbox Account. Separately the Parties agree to negotiate in good faith to create data options for enterprise customers or other large-volume customer bases to which Yippy resells Globalstar Services. In addition, to the extent Yippy identifies marketing and public relations opportunities to deliver Globalstar Services and Yippy Services to customers on a non-commercial, non-resale basis where Yippy provides its Yippy Services to such customers free of charge, Globalstar will charge Yippy its cost (FOB Globalstar) for up to 1,000 Gen 2 Sat-Fi Boxes (256K) to be used exclusively for such purposes, and Globalstar will provide Globalstar Services for the Term of this Agreement at no cost.

4.03 Billing; Payment; Lockbox Account.

(a) Generally. Yippy hereby authorizes and engages Globalstar to bill sales of Globalstar Services, Globalstar Equipment and Yippy Hardware to Yippy Customers on behalf of Yippy, provided, however, that if Globalstar is in default of its obligations under this Section 4.03, and Globalstar fails to cure such default within a period of 30 days after its receipt of Notice from Yippy identifying such default, Yippy may request a third party to perform the billing services as contemplated by this Section at Globalstar's sole cost for Globalstar Customers, which shall relieve Globalstar of its obligations under this Section.

(b) Invoicing. Globalstar shall issue monthly invoices to Yippy Customers on behalf of Yippy, in accordance with the terms of each MSA.

(c) Payment. Yippy Customers shall pay amounts due into the Lockbox Account by credit card, direct debit or any other means identified by Globalstar, which shall be processed by Globalstar.

(d) Distribution. Globalstar shall pay to Yippy any and all amounts collected on behalf of Yippy in the Lockbox Account on a monthly basis within 14 days after the monthly period during which such amounts were collected, by wire transfer to such bank account as Yippy may designate from time to time by due Notice, subject to the right to deduct amounts due by Yippy to Globalstar. Globalstar shall not be responsible for amounts due to Yippy that are not collected from the Yippy Customers.

(e) Billing Procedures. Globalstar shall control all decisions relating to the presentation and contents of the billing statement sent to Yippy Customers and the procedures needed to effectuate the billing process; provided that, Globalstar shall provide notice to Yippy of such decisions and Yippy shall have a reasonable period of time to comment on and discuss such decisions with Globalstar.

(f) Taxes. Globalstar shall be obligated to collect and pay all applicable taxes in connection with the transactions described in this Section.

(g) Lockbox Account.

(i) Account. As of the Effective Date and throughout the Term, Yippy will send notice to Yippy Customers utilizing Yippy Services on the Globalstar System to pay all amounts due directly into a lock box account administered by Globalstar (the "***Lockbox Account***"). Globalstar shall hold such funds as a fiduciary for the benefit of Yippy, insofar as Yippy is entitled to those funds under the terms of this Agreement. In the event that any Yippy Customer does not direct its payments to the

Lockbox Account, Yippy will promptly cause such payments to be remitted to and deposited in the Lockbox Account. Yippy hereby grants to Globalstar a first priority security interest on the Lockbox Account and all cash, funds, deposits, interest, earnings and other amounts and assets held therein. Yippy agrees that Globalstar may offset any amounts due to Globalstar under this Agreement from any amounts in the Lockbox Account and remit the balance to Yippy. Globalstar may designate a financial institution to act in such capacity (the “**Bank**”) at Globalstar’s sole expense, in which case Yippy will sign an escrow agreement or other trust account agreement on the Bank’s form, subject to the approval of Yippy, such approval not to be unreasonable withheld, and a deposit account control agreement or any other agreement reasonably requested by Globalstar or the Bank on the Bank’s form, subject to the approval of Yippy, such approval not to be unreasonable withheld, in order to grant Globalstar control of the Lockbox Account and to perfect Globalstar’s security interest in the Lockbox Account. If Yippy fails to deliver notice to Yippy Customers, open the Lockbox Account, execute the escrow agreement or other trust account agreement and the deposit account control agreement or any other agreement reasonably requested by Globalstar or the Bank or otherwise cooperate, Globalstar shall have a power of attorney coupled with an interest to perform all such tasks on behalf of Yippy. The Bank will be permitted to comply with Yippy’s direction regarding disposition of the funds in the Lockbox Account into Yippy’s designated operating account until such time as a Yippy Default occurs and Globalstar delivers a written notice to Bank that Globalstar is thereby exercising exclusive control over the Lockbox Account (a “**Notice of Exclusive Control**”) in accordance with this Subsection. After Bank receives a Notice of Exclusive Control, it will cease complying with Yippy’s instructions concerning the Lockbox Account or funds on deposit and Yippy will cease to deliver such instructions to the Bank during the continuance of Yippy’s Default. Yippy will be provided a monthly account statement and will have unlimited electronic informational access to the Lockbox Account via an online portal for financial reporting purposes.

(ii) Liens on Lockbox Account. If Yippy elects to finance its receivables, the financing bank must enter into an intercreditor agreement with Globalstar providing that Globalstar’s lien applies to amounts due to Globalstar with respect to Globalstar reseller services and the financing bank has a lien on the balance of the receivables in the Lockbox Account.

4.04 Yippy Sales of Globalstar Equipment.

(a) Yippy shall make Globalstar Equipment available to Yippy Customers for sale according to the terms and conditions set forth in this Section 4.04; provided that, THE GLOBALSTAR EQUIPMENT IS PROVIDED “AS IS”, AND GLOBALSTAR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE GLOBALSTAR EQUIPMENT, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT. The Parties agree to establish mutually acceptable, commercially reasonable and appropriate procedures by which:

(i) Yippy shall transmit to Globalstar orders for Globalstar Equipment to be sold to Yippy Customers (or, in the event Yippy fulfills the order from its own inventory of Globalstar Equipment, Yippy shall notify Globalstar to set up a billing account and other procedural requirements in connection with Globalstar’s billing obligations);

(ii) Yippy shall direct Globalstar to ship Globalstar Equipment, as specified, to Yippy and/or Yippy Customers at the address on file for the relevant account of each Yippy Customer;

(iii) Globalstar shall directly invoice Yippy Customers in accordance with Section 4.03;

(iv) Globalstar shall distribute all sums received from Yippy Customers and owed to Yippy in accordance with Section 4.03; and

(v) Globalstar shall enable Yippy to monitor the account status of Yippy Customers.

(b) Yippy shall sell all Globalstar Equipment at Globalstar's standard prices. Changes to product offerings (and applicable prices per unit) consisting of the Globalstar Equipment shall be provided to Yippy by Globalstar from time to time as is customary in the industry by Notice to Yippy. Any new or additional equipment developed or sold by Globalstar in the future during the Term relating to the delivery of Globalstar Services to Yippy Customers shall constitute Globalstar Equipment, and Globalstar will make said equipment available for resale to Yippy Customers, at the price or prices identified by Globalstar from time to time.

(c) Yippy shall be permitted to sell to Yippy Customers insurance policies covering the damage or loss of Globalstar Equipment. Any such insurance policy issued by Yippy shall comply with all applicable laws and regulations, and any insurance policy or contract issued in favor of Yippy Customers shall include industry standard legal provisions.

(d) Yippy shall not be responsible for testing, diagnosing and/or repairing any Globalstar Equipment. Any defective Globalstar Equipment shall be returned to Globalstar, and in such instance Globalstar shall provide a replacement at no charge. Any Globalstar Equipment that is damaged or destroyed by the Yippy Customer shall not be the responsibility of Globalstar.

4.05 Sales of Third Party Equipment.

(a) Yippy may sell, lease or loan Third Party Equipment, or direct the manufacture of Third Party Equipment, for resale to Yippy Customers in conjunction with the sale of the Globalstar Services, provided such Third Party Equipment (i) complies with all laws and regulations applicable in any jurisdiction in which they are intended for use; (ii) meets quality requirements established by Globalstar from time to time; and (iii) is certified by Globalstar for use on the Globalstar System, such certification not to be unreasonably withheld or delayed.

(b) Globalstar shall have no responsibility for providing any technical or other support with respect to Third Party Equipment that Yippy may sell to Yippy Customers and in all instances such technical or other support shall be sole responsibility of Yippy.

(c) In the event Yippy develops User Terminals for sale to Yippy Customers ("***Yippy Developed Equipment***") in conjunction with the sale of the Globalstar Services, Globalstar shall have the opportunity to offer the same Yippy Developed Equipment to Globalstar Customers at the price identified by Yippy from time to time.

4.06 Further Provisions Governing Yippy Resale of Globalstar Services and Equipment.

(a) In order to fulfill its obligations under this Agreement, Yippy shall require the ability to demonstrate the capabilities of the Globalstar Services to potential Yippy Customers, and therefore:

(i) Upon reasonable prior request, Globalstar will supply to Yippy Globalstar Equipment for the purpose of demonstration (e.g., demonstration telephones, 9600, or Sat-Fi) at no

additional charge with worldwide use for up to 50 units as needed for Yippy to conduct its sales operations. Globalstar will notify Yippy of any demonstration account deemed being potentially misused which may cause Globalstar to terminate the affected demonstration account.

(ii) Yippy will be responsible for managing the activation and deactivation of all test accounts. Each test account will be allotted an unlimited amount of minutes and data.

(b) Yippy shall provide Globalstar with a valid tax exemption certificate evidencing that sales of Globalstar Services by Yippy to Yippy Customers under this Agreement are for resale. Notwithstanding the provision of a tax exemption certificate, any Federal, state or local excise, sales, use or value added taxes or similar charge, i.e., Federal or state universal service fund, properly imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transactions provided for in this Agreement (other than income taxes measured by the net income of Globalstar from all sources) shall, if collectible or payable by Globalstar, be paid by Yippy upon request by Globalstar. Any such payment shall be in addition to the rates charged for Globalstar Services and Globalstar Equipment.

(c) Yippy shall provide to Globalstar, and maintain current, a list of its business locations accessible by members of the public, which shall bear signs identifying the facility as offering Globalstar Services and shall comply with Globalstar's requirements with respect to Globalstar Trademarks.

(d) Intellectual Property.

(i) Globalstar represents and warrants that the Globalstar Trademarks are owned by Globalstar;

(ii) Yippy may use the Globalstar Trademarks solely in connection with its sale of Globalstar Services to Yippy Customers, and subject to the limitations set forth herein. Any such use shall be subject to Globalstar's approval, which shall not be unreasonably withheld, delayed or conditioned. Yippy shall use the Globalstar Trademarks only for the purpose of marketing products or services approved by Globalstar, and shall comply with such additional rules regarding use of Globalstar Trademarks as may be subsequently agreed to by the Parties. All use by Yippy of the Globalstar Trademarks shall inure to the benefit of Globalstar and Yippy shall acquire no interest in the Globalstar Trademarks by virtue of this Agreement other than the right to use the Globalstar Trademarks as expressly permitted in this subsection. Yippy shall not commit any acts that dilute or diminish the goodwill in the Globalstar Trademarks or challenge any rights of Globalstar to the Globalstar Trademarks.

(iii) Yippy may use one or more co-branding designations, including the Globalstar Trademarks, in connection with offering the Globalstar Services. Yippy shall not utilize any co-branding designation in connection with the Globalstar Services without receiving Globalstar's prior approval. Yippy shall have the right to provide one or more services in conjunction with the approved co-branded Globalstar Services so long as such services are not co-branded with other non-approved Globalstar Services or the Globalstar Trademarks. Yippy is authorized, but not obligated, to market the Globalstar Services under the brand name "Yippy Powered by Globalstar" or a similar designation, at Yippy's sole discretion. If requested by Globalstar, Yippy shall cooperate with Globalstar in the offering of the Yippy Services to certain Globalstar Customers under alternative "doing business as" names or designations in compliance with applicable law. Yippy shall not attempt to register any co-branding designation or domain name that incorporates any part of the Globalstar Trademarks.

(iv) Upon the expiration or earlier termination of this Agreement, Yippy shall immediately discontinue any and all use of Globalstar Trademarks. Nothing contained herein shall require Yippy to take any action with respect to Globalstar Trademarks that have been affixed to equipment or any property that is in the possession of Yippy Customers.

(e) Yippy may instruct Globalstar to discontinue the Globalstar Services to any Yippy Customer, and Yippy shall have the obligation to promptly provide Notice to Globalstar of a Yippy Customer's suspected fraud or other violation of laws in connection with the use of Globalstar Services or violation of Globalstar's material policies. Globalstar shall terminate the Globalstar Services to the Access Number of any such Yippy Customer's User Terminal(s) as soon as reasonably practical following such notification by Yippy. Yippy shall continue to be responsible to pay Globalstar for all amounts attributable to such Yippy Customer's User Terminal incurred for a period of up to 24 hours after Globalstar's receipt of Notice to discontinue the Globalstar Services. Yippy further agrees that Globalstar may on its own initiative disconnect an Access Number and discontinue the Globalstar Services to a Yippy Customer whom Globalstar suspects of using the Globalstar Services in a manner that violates any laws or regulations or material Globalstar policies. Globalstar shall notify Yippy in writing promptly after any disconnection initiated by Globalstar setting forth Globalstar's reason for the disconnection.

(f) Yippy shall be solely responsible for verifying Yippy Customers' creditworthiness and for receiving, investigating and handling purchase orders, Level II complaints for Yippy Customers concerning the Globalstar Services and Yippy shall maintain adequate staff to meet Yippy Customer demand in this regard. Yippy shall implement commercially reasonable practices and procedures for handling Yippy Customers which are consistent with Globalstar's policy on customer care standards. Yippy shall at all times give prompt and courteous service and shall do nothing that would tend to discredit, reflect adversely upon, or in any manner injure the reputation of Globalstar, the Globalstar System or the Globalstar Services.

(g) Yippy shall provide Notice to Globalstar within five (5) Business Days of the commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award, or decree of any court, agency or other governmental body involving Yippy's offering of the Yippy Services.

(h) Yippy shall provide Notice to Globalstar promptly after Yippy learns or suspects that a User Terminal has been lost or stolen or a User Terminal Access Number has been stolen or misused. Globalstar shall terminate the Globalstar Services to the Access Number of a lost or stolen User Terminal as soon as reasonably practical, but in no event beyond 48 hours after delivery of such Notice by Yippy. Yippy shall continue to be responsible to pay Globalstar for all amounts attributable to the lost or stolen User Terminal incurred during a period of up to 24 hours after Globalstar's receipt of such Notice from Yippy.

ARTICLE V. YIPPY COLOCATION RIGHTS

5.01 Grant of Access; Yippy Boxes. During the Term, Yippy shall have the right to co-locate Yippy Boxes in the portion or portions (the "*Colocation Space*") of the Gateways as designated in writing by Globalstar (provided that, with respect to Independent Gateways, Globalstar shall only be obligated to use commercially reasonable best efforts to obtain the consent of any Globalstar Lessor or owner of any Independent Gateway to permit co-location of Yippy Boxes and shall not be liable for any withheld consent or failure to co-locate Yippy Boxes in such Independent Gateways), subject to the following:

(a) The Colocation Space with respect to any Gateway shall not be more than 20% of the current Gateway Space available to Globalstar at such Gateway, to the extent necessary to deliver the Yippy Services.

(b) The rights granted pursuant to this Section 5.01 are subject to the terms and conditions of any existing or future underlying lease with a third party (a “*Globalstar Lessor*”) or other superior right by which Globalstar or its subsidiaries have acquired their respective interests in the Gateway (each, a “*Globalstar Lease*”).

(c) Yippy agrees that this Agreement shall not grant to Yippy any property or other rights in any of the Gateways or the Colocation Space. In the event, however, that this Agreement is construed by a Globalstar Lessor to grant property rights to any of the Gateways, Globalstar agrees to use reasonable best efforts to obtain the consent of any such Globalstar Lessor to this Agreement and, if so required, Yippy will enter into an agreement approved by any such Globalstar Lessor, or upon request of Globalstar to immediately remove the Yippy Boxes from the Gateway at Globalstar’s sole cost. Globalstar shall be solely responsible for paying any fees, expenses or charges imposed by Globalstar Lessor as a condition of granting and negotiating its consent.

5.02 Use of Yippy Boxes and Colocation Space.

(a) Yippy shall arrange for delivery of each of the Yippy Boxes from Yippy to the Colocation Space at Globalstar’s reasonable expense; provided, however, that Yippy shall be responsible for obtaining all licenses, approvals or other authorizations necessary to comply with the Export Control Laws. Yippy shall provide Globalstar with no less than five (5) Business Days prior written Notice of any actual delivery date of any Yippy Boxes. Upon Yippy’s request, Globalstar shall install the Yippy Boxes at the Colocation Space at Globalstar’s sole cost and expense and shall be responsible for providing any necessary cabling to the Yippy Boxes as approved by Globalstar and any racks or cabinets necessary for storage and placement of the Yippy Boxes. Globalstar shall not be liable for, and Yippy hereby waives any right to a claim for, improper installation of the Yippy Boxes. Yippy shall be permitted to have Yippy Authorized Personnel present during such installation. Yippy may not install or place any equipment or items at the Colocation Space other than the Yippy Boxes, without Globalstar’s prior written approval, which approval may be withheld or conditioned in Globalstar’s sole discretion. Yippy shall remove and be solely responsible for all packaging of Yippy Boxes. Yippy shall provide Globalstar with written Notice two (2) days before Yippy removes any Yippy Boxes and such removal shall be subject to Globalstar’s approval in its sole discretion.

(b) Yippy shall utilize the Colocation Space for the purposes of maintaining and operating the Yippy Boxes to support the resale of the Globalstar Services and to access the Yippy Software and Yippy Services, and for such other reasonably related purposes as Globalstar may consent to, such consent not to be unreasonably withheld, delayed or conditioned.

(c) Yippy shall be solely responsible for the Yippy Boxes, which shall remain Yippy’s sole property, and all software and data stored thereon. Globalstar shall have no duty to monitor, maintain or care for the Yippy Boxes or any software or data stored thereon, except as set forth in Section 5.03 herein. Yippy shall protect, maintain and keep in good order the Colocation Space and the Yippy Boxes, and shall ensure that neither Yippy nor its agents, employees or contractors damage any part of the Gateway Space, the Colocation Space or any property, equipment or other items located on or about the Gateway Space.

(d) Yippy may not photograph, or electronically or otherwise reproduce any part of the interior of the Gateway or the Colocation Space, without Globalstar's prior written consent in its sole discretion, provided, however, that Yippy shall be permitted to install video devices to monitor all Yippy Boxes, Yippy equipment and Third Party Equipment within the Colocation Space.

5.03 Gateway Services.

(a) During the Term, Globalstar will provide to Yippy the following services described below as applicable to the operation and placement of Yippy Boxes in a Gateway, at no additional charge to Yippy (all such services, the "**Gateway Services**"):

(i) data connectivity of the Yippy Boxes to the Globalstar System, which shall include, but not be limited to, any cabling between Yippy Boxes and other equipment provided by Yippy in accordance with Globalstar's internal installation policies and standards. Further, Yippy shall be permitted to provide its own data connectivity for use in conjunction with Globalstar's data connectivity. For the avoidance of doubt, any data connectivity provided by Yippy shall not count against the 20% of Gateway Space designated for Yippy Boxes at each Gateway.

(ii) assignment of a block of 256 private IP addresses; provided that Globalstar shall maintain ownership of all IP addresses that may be assigned to Yippy by Globalstar. Globalstar reserves, in its sole discretion, the right to change or remove any and all such IP addresses; provided, however, that (A) Globalstar shall give Yippy 30 days' Notice before changing or removing any IP addresses and (B) any removed IP addresses must be replaced by an equal number of replacement IP addresses, which must have the same or better IP reputation score as the removed IP addresses.

(iii) electricity;

(iv) maintenance of a temperature-controlled environment in the Colocation Space;

(v) at Yippy's reasonable request, performance of light duties or correction of minor connection issues with any Yippy equipment, which may include, but shall not be limited to, installation, rebooting or resetting the Yippy Boxes, reconfiguration of non-restricted cables or working cooperatively with Yippy and/or third party providers to locate and correct issues.

(vi) hosting of any Third Party Equipment within the Gateway provided that such Third Party Equipment complies with the same standards applicable to Yippy equipment hosted at the Gateway, and provided, further, that Yippy shall obtain Globalstar's written consent, which shall not be unreasonably withheld, delayed or conditioned, before placing equipment belonging to third parties in the Gateway Space and the location of third-party equipment at Independent Gateways shall be subject to consents required by Independent Gateway operators.

(vii) protecting, maintaining and keeping in good working order the Gateway Space; provided, however, Globalstar shall have no duty to monitor, maintain or care for the Yippy Boxes or data stored thereon.

(b) GLOBALSTAR SHALL FURNISH THE GATEWAY SERVICES WITH NO GUARANTEES ON BEHALF OF GLOBALSTAR WHATSOEVER. THE COLOCATION SPACE AND THE GATEWAY SERVICES ARE PROVIDED "AS IS" AND GLOBALSTAR DOES NOT

MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GLOBALSTAR DOES NOT WARRANT THAT THE COLOCATION SPACE AND/OR THE GATEWAY SERVICES WILL BE AVAILABLE UNINTERRUPTED, ERROR-FREE OR ON A COMPLETELY SECURE BASIS. YIPPY HEREBY WAIVES ALL RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE TO MAKE REPAIRS TO THE COLOCATION SPACE OR THE GATEWAY PREMISES AT GLOBALSTAR OR GLOBALSTAR LESSOR'S EXPENSE.

5.04 Access and Security.

(a) Globalstar shall use commercially reasonable efforts to obtain all necessary consents from third parties to enable personnel authorized by Yippy and pre-screened and approved by Globalstar (such individuals, "**Authorized Yippy Personnel**") to enter into any Gateway containing a Yippy Box to perform work relating to the Yippy Boxes or other equipment hosted at such Gateway. Authorized Yippy Personnel may access any Gateway for the purpose of installing, operating, maintaining, repairing or removing the Yippy Boxes in accordance with the terms and conditions of this Agreement on advance Notice of a minimum of: (i) twenty-four (24) hours for routine maintenance; (ii) one (1) hour in the case of an emergency; and (iii) five (5) Business Days for installation or removal of Yippy Boxes.

(b) Authorized Yippy Personnel shall comply with Globalstar's and any Globalstar Lessor's security and safety procedures at all times while on the premises of any Gateway.

(c) Yippy may install equipment necessary to prevent or detect unauthorized access to the Yippy Boxes.

(d) Yippy may, at its own expense, construct security enclosures around the Colocation Space allocated to Yippy pursuant to this Agreement (each a "**Security Enclosure**"), and the Parties further agree that:

(i) Yippy and Globalstar shall cooperate in good faith with respect to (A) the design of each Security Enclosure; and (B) the timing and logistics of constructing such Security Enclosure.

(ii) If a Globalstar Lessor or other third-party approval is required in order for Yippy to install a Security Enclosure in a particular Gateway, Globalstar shall use commercially reasonable efforts to obtain the necessary approval at Globalstar's sole cost and expense. Any other construction proposed by Yippy shall be subject to Globalstar's consent, not to be unreasonably withheld, delayed or conditioned.

(iii) Yippy shall provide Globalstar with necessary keys or security codes to provide Globalstar with access to each Security Enclosure at all times; provided, however, that Globalstar agrees only to access the Security Enclosure with Yippy's advance consent, except in the case of emergency or as required to perform the Gateway Services. Yippy may install equipment necessary to prevent or detect unauthorized access to the Yippy Boxes.

(e) Yippy shall be responsible for its data and other content residing on its servers or equipment or Third Party Equipment, and for the backup thereof.

(f) Globalstar may inspect or observe all Yippy Boxes in the Gateways; provided, however, that Globalstar shall not permit any Person to access or alter any Yippy data or software on the Globalstar System.

5.05 Alterations, Removal, and Relocation.

(a) Yippy shall not make any material construction changes or alterations to the Colocation Space, including cabling and power supplies, without Globalstar's and, if required, any Globalstar Lessor's, prior consent. All fixtures, alterations, additions, repairs, improvements and/or appurtenances attached to or built into, on or about the Colocation Space shall be and remain part of the Colocation Space and shall not be removed by Yippy unless so required by Globalstar or any Globalstar Lessor, in which event the items required to be removed shall be removed by Globalstar at Globalstar's sole cost and expense.

(b) Within 30 days after the termination or expiration of this Agreement:

(i) Yippy shall restore the Colocation Space, at its expense, to the condition that it was in before the installation of such Yippy Boxes, except with respect to any fixtures, alterations, additions, repairs, improvements and/or appurtenances attached to or built into, on or about the Colocation Space that Globalstar or the Globalstar Lessor has not required Yippy to remove.

(ii) Globalstar shall, at Yippy's cost, ship back to Yippy or destroy, at Yippy's sole option, all Yippy Boxes and other equipment owned or used by Yippy located at any Gateway.

(iii) Yippy shall return to Globalstar all access key cards and other security devices that have been provided to Yippy and Authorized Yippy Personnel by Globalstar.

(c) Upon 60 days' prior written Notice, or immediately in the event of an emergency (as determined in Globalstar's reasonable discretion), Globalstar may require, at Yippy's sole expense, Yippy to relocate the Yippy Boxes to a location on the Gateway premises of comparable dimensions to the Colocation Space allocated to Yippy as designated by Globalstar in its reasonable discretion.

5.06 Connectivity Services. Subject to the other express covenants made herein, Globalstar reserves the right to modify its network and facilities used to provide any connectivity services for any industry standard purposes, including, but not limited to, accommodating evolving technology and increased network demand and providing enhanced services.

5.07 Pass Through Equipment. Globalstar is acting only as a pass through provider of the Colocation Space and any hardware, software, circuits, electricity and equipment that was manufactured or provided by a third party and is used to perform the Gateway Services (collectively, the "***Pass Through Equipment***"). Any malfunction or manufacturer's defects of Pass Through Equipment or Yippy Boxes will not be deemed a breach of Globalstar's obligations under this Agreement. Any rights or remedies Yippy may have regarding the performance or compliance of Pass Through Equipment or Yippy Boxes are limited to those rights extended to Yippy by the manufacturer of such Pass Through Equipment or Yippy Boxes. Yippy shall not resell, transfer, export or re-export any Pass Through Equipment or any technical data derived therefrom in violation of any applicable law.

5.08 Eminent Domain. In the event of any taking by eminent domain of a Gateway and/or the Colocation Space (each, a "***Casualty Event***"), Yippy shall be bound by any action taken by Globalstar,

the Globalstar Lessor or other owner of the Gateway (if other than Globalstar) in relation to a Casualty Event. Yippy shall have no claim against Globalstar, the Globalstar Lessor or other owner of the Gateway (if other than Globalstar) in relation to any Casualty Event, including, but not limited to, a claim for relocation expenses, the value of any unexpired term, or loss of business from full or partial interruption or interference due to the operation of this provision. Without limiting the foregoing, Yippy acknowledges that Globalstar shall have the right to immediately terminate this Agreement with respect to the affected portion or portions of the Colocation Space upon the occurrence of any Casualty Event, without any liability to Yippy or Globalstar.

5.09 Colocation Limitation of Liability. Yippy agrees, to the extent not prohibited by applicable law, that none of Globalstar, any of Globalstar's Affiliates, or any of their respective members, shareholders, managers, directors, officers, employees, representatives, consultants, agents or contractors shall be liable for any claim involving, concerning or related to damage to person or property sustained by Yippy or by other Persons due to the happening of any accident or event in or about the Gateway or Colocation Space, including, but not limited to damage caused by gas, electricity, power outage, snow, frost, steam, sewage, sewer gas or odors, fire, water or the bursting or leaking of pipes, faucets, sprinklers and plumbing fixtures. For the avoidance of doubt, Yippy acknowledges that Yippy, the Authorized Yippy Personnel and any other Persons visiting the Gateway do so at their own risk and Globalstar shall not be liable for any harm to such persons, except for cases of Globalstar's gross negligence or willful misconduct.

ARTICLE VI. REPRESENTATIONS AND WARRANTIES

6.01 Mutual Representations and Warranties. The Parties hereby represent and warrant to one another as follows:

(a) Each Party hereby represents and warrants to the other Party that it is a corporation duly incorporated and validly existing and in good standing under the laws of the state of its incorporation and is duly qualified to do business in each additional jurisdiction in which it is required to be qualified, except where the lack of such qualification would not have a material adverse effect on the ability of such Party to enter into this Agreement or perform its obligations hereunder. The execution and delivery of this Agreement and the performance of the representing Party's obligations contemplated by this Agreement have been duly authorized by the necessary company action of the representing Party. This Agreement has been duly executed and delivered by the representing Party and, assuming due execution and authorization by the other Party, constitutes the legal, valid, and binding obligation of the representing Party, enforceable against it in accordance with its terms.

(b) Each Party hereby represents and warrants to the other Party that the execution, delivery, and performance by the representing Party of this Agreement and the consummation of the representing Party's obligations contemplated by this Agreement do not and will not (with the giving of notice or the passage of time or both) (i) violate any provision of any law, rule, or regulation applicable to the representing Party; (ii) violate any order, judgment, or decree applicable to the representing Party; or (iii) conflict with, or result in a breach or default under, any agreement or other instrument to which the representing Party is a party or by which it may be bound.

(c) Each Party hereby represents and warrants to the other Party that no consent, approval, or authorization of, or designation, declaration, or filing with, any governmental authority or other third party is required on the part of the representing Party in connection with its execution,

delivery, and performance of this Agreement except with respect to consents required from the landlords of Independent Gateways.

6.02 Globalstar Representations. Globalstar hereby represents and warrants to Yippy as follows:

(a) The Globalstar Services are generally accessible anywhere shown on the duplex coverage map available at www.globalstar.com.

(b) With respect to all software programs and data not provided by Yippy and to be used by Globalstar or Globalstar's Affiliates in connection with Yippy's use of the Yippy Software to provide Yippy Services to Globalstar Customers (the "*Globalstar Software*"), Globalstar represents that it owns, or licenses or otherwise has the right to use pursuant to valid written license agreements the Globalstar Software, free and clear of any encumbrances (other than non-exclusive licenses granted in the ordinary course) or adverse claims.

(c) The Globalstar Software does not conflict with, misappropriate or otherwise violate the intellectual property or other rights of any Person. There are no claims, demands or proceedings instituted, pending or, to Globalstar's knowledge, threatened by any third party alleging any of the foregoing or Globalstar's rights to any of the Globalstar Software and to Globalstar's knowledge, there is no reasonable basis for any such claim. To Globalstar's knowledge, no Person is engaging in any activity that infringes, conflicts with, misappropriates or otherwise violates the Globalstar Software.

(d) All of the Globalstar Software, in the form existing on the Effective Date, performs substantially in accordance with its associated documentation and other written material and is free of material defects in programming, operation or otherwise. To Globalstar's knowledge, as of the Effective Date, none of the Globalstar Software contains any virus, disabling or malicious code, computer instructions, circuitry or other technological means intended to disrupt, damage, interfere with operation of, or permit unauthorized access to, applicable software, hardware or products.

(e) As of the Effective Date, Globalstar owns, leases, or has access to the Gateways as set forth on Schedule 6.02(e), which identifies whether the Gateway is owned, leased or subject to another right of access.

(f) As of March 2, 2015, Globalstar's annual report was materially true and correct with respect to its description of the Globalstar System therein.

(g) Globalstar currently is in material compliance, and at all times will remain in material compliance, with all applicable laws and regulations, including the Anti-Bribery Laws and Export Control Laws.

6.03 Yippy Representations. Yippy hereby represents and warrants to Globalstar as follows:

(a) Yippy owns, or is licensed or otherwise has the right to use pursuant to valid written license agreements, the Yippy IP, free and clear of any encumbrances (other than non-exclusive licenses granted in the ordinary course) or adverse claims.

(b) The Yippy IP and the activities to be engaged in by Yippy under this Agreement do not infringe, conflict with, misappropriate or otherwise violate the intellectual property or other rights of

any Person. There are no claims, demands or proceedings instituted, pending or, to Yippy's knowledge, threatened by any third party alleging any of the foregoing or Yippy's rights to any of the Yippy IP and to Yippy's knowledge, there is no reasonable basis for any such claim. To Yippy's knowledge, no Person is engaging in any activity that infringes, conflicts with, misappropriates or otherwise violates the Yippy IP.

(c) Yippy and its Affiliates have taken reasonable steps in accordance with normal industry practice to maintain the confidentiality of the trade secrets and other confidential Yippy IP. To Yippy's knowledge, no employee, independent contractor or agent of Yippy or any of its Affiliates is in default or breach of any term of any agreement, including, without limitation, any nondisclosure or confidentiality obligations or agreements, assignment of invention agreements or similar agreements or contracts relating in any way to the protection, ownership, development, use or transfer of Yippy IP. No directors, officers, stockholders, members, employees, agents, consultants or Affiliates of Yippy own any rights to the Yippy IP.

(d) All of the Yippy IP, in the form existing on the Effective Date, performs substantially in accordance with its associated documentation and other written material and is free of material defects in programming, operation or otherwise. To Yippy's knowledge, as of the Effective Date, none of the Yippy IP contains any virus, disabling or malicious code, computer instructions, circuitry or other technological means intended to disrupt, damage, interfere with operation of, or permit unauthorized access to, applicable software, hardware or products.

(e) Yippy's provision of the Yippy Services and performance of this Agreement shall not breach any of Yippy's license agreements or other agreement to which Yippy is a party, including, without limitation, the IBM License Agreement.

(f) Yippy owns or has the legal right and authority, and will continue to own or maintain the legal right and authority during the Term, to place and use the Yippy Boxes in the Gateway Space.

(g) Yippy currently is in material compliance, and at all times will remain in material compliance, with all applicable laws and regulations, including the Anti-Bribery Laws and Export Control Laws.

ARTICLE VII. COVENANTS

7.01 Mutual Covenants. During the Term of this Agreement, the Parties hereto hereby agree as follows:

(a) No Discrimination. In performing its obligations under this Agreement, each Party hereby covenants to the other Party that it will not to discriminate against any customer, subscriber, potential customer or subscriber, employee or applicant for employment because of race, creed, color, national origin, physical handicap, age, veteran's status, sex or sexual orientation. Notwithstanding the foregoing, each Party reserves the right to refuse to provide products and/or services to any customer of the other Party in the event that such customer violates the terms and conditions to which any such customer has agreed to adhere.

(b) Existence. Each Party shall preserve, renew and maintain in full force and effect its legal existence under the laws of the jurisdiction of its organization except in a change of control or other merger or combination transaction.

(c) Qualifications. Each Party shall take all reasonable action to maintain all rights, privileges, qualifications to do business (including its good standing where applicable in the relevant jurisdiction), and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on its financial condition or business operations.

(d) Further Actions. The Parties hereto recognize that this Agreement is part of a complex transaction that will require the Parties to work cooperatively in effectuating its purposes. The Parties hereto each agree to take (or consent to) all acts, and execute all documents, as may be reasonably requested by the other Party to effectuate the purposes of this Agreement, without unreasonable delay or condition.

(e) Maintenance of Insurance.

(i) Unless otherwise agreed to in writing by the Parties, each Party will, at each such Party's own expense, carry and maintain insurance coverage with respect to such Party's business and business premises of the types and in the minimum amounts described below:

(A) Comprehensive general liability insurance (bodily injury and property damage) of not less than \$3,000,000 per occurrence for bodily injury or death, \$1,000,000 per occurrence for property damage, and \$1,000,000 per occurrence for product liability, subject to commercially reasonable deductibles appropriate in such Party's industry from time to time;

(B) Workers' compensation insurance as prescribed by applicable law;

(C) Employer's liability insurance of not less than \$1,000,000; and

(D) Any other insurance or surety bonding that may be required by applicable Federal, state or local laws and regulations.

(ii) All insurance policies or bonds required by this Agreement will be issued by insurance companies with an A.M. Best Rating of no less than "A", written on an occurrence basis.

(iii) The insurance required under this Section shall include the other Party as an additional insured and be endorsed to apply on a primary basis as to other insurance available to the other Party.

(iv) All policies required to be maintained shall include a waiver of subrogation provision in favor of the other Party and shall provide for Notice to all insureds of any modification, cancellation, or non-renewal of such insurance.

(v) Upon reasonable prior request by the other Party, a Party shall furnish proof reasonably satisfactory to the other Party that the insurance coverage required hereunder is in force by furnishing a certificate of insurance from the company providing such insurance.

(vi) Each Party's indemnity and other obligations hereunder shall not be limited by the foregoing insurance requirements.

(f) Notification of Litigation. Each Party shall promptly notify the other Party if it is made party to any material litigation.

(g) Governmental Licenses. Each Party shall maintain all licenses and permits required to conduct its business and perform its obligations under this Agreement.

(h) Compliance with Law. Each Party agrees to comply with all applicable laws and regulations, including the Anti-Bribery Laws and Export Control Laws.

7.02 Yippy Support and Maintenance Obligations.

(a) Yippy shall be responsible for providing Level II technical assistance and support services for the Yippy Software to Globalstar and directly to Yippy Customers at no additional cost to Globalstar or any Yippy Customer. Such services shall be provided by Yippy consistent with industry standards, including, without limitation, the provision of telephone support in accordance with Section 7.02(b), standard service level escalation and an obligation to promptly provide or cause any Third Party Software Owner to promptly provide, as necessary, remedies for Errors in accordance with Section 3.04 and Error Corrections to correct Errors in accordance with Section 3.05. Yippy shall also be obligated to Globalstar to perform onsite support services at Gateways or at other locations, including, without limitation, locations owned by Yippy Customers to correct significant Errors. Yippy shall at all times give prompt and courteous service and shall do nothing that would tend to discredit, reflect adversely upon, or in any manner injure the reputation of Globalstar, the Globalstar Services, or the Globalstar System. Yippy shall not obtain billing or credit card information from Yippy Customers while providing support.

(b) Yippy shall provide Level II escalation telephone support 24 hours per day, 7 days per week through a Yippy dedicated call center with fully staffed and competently trained Yippy personnel or, at Globalstar's request and subject to the availability of Yippy's systems and software specialists, at Globalstar's premises during Yippy's regular hours of operation. In order to coordinate Yippy's provision of such support, Globalstar shall receive all initial support calls from Subscribers and shall determine whether such support issues relate to the Globalstar Services or the Yippy Services or Yippy Software. If the issue relates to the Yippy Services or Yippy Software, Globalstar will be given technical training manuals to assist the customer with most relevant support procedures. If the customer problem cannot be cured by Level I support then Globalstar shall place the Subscriber in contact with Yippy's Level II support personnel. Once Yippy is in contact with such Subscriber, Yippy shall be obligated to resolve the issue with the Subscriber in accordance with the Yippy EULA and shall protect, defend, indemnify and hold Globalstar harmless for any and all Losses associated with such support obligations.

(c) Yippy shall also provide technical support to Yippy Customers via e-mail and shall respond to any e-mail inquiries within 48 hours of receipt. Yippy shall create an automatic response to any email inquiry that acknowledges receipt of such inquiry, sets forth the 48 hour response window, and directs Yippy Customers to call telephone support services for immediate assistance.

(d) Yippy shall develop customer support protocols that are designed to provide 24 hours per day, 7 days per week Level I and Level II support to Yippy Customers in accordance with industry best practices for customer support, as approved by Globalstar, which approval shall not be unreasonably withheld or delayed. Yippy agrees to comply with such protocols and will not modify such protocols with respect to Globalstar Customers or OSP Customers without Globalstar approval not to be

unreasonably withheld or delayed. Globalstar shall be responsible for Level I support; Yippy shall be responsible for Level II support.

ARTICLE VIII. DEFAULT; REMEDIES.

8.01 Globalstar Default; Remedies.

(a) If Globalstar is in Default under this Agreement and such Default is continuing, then in any such case, Yippy may take one or more of the following actions at the same or different times:

(i) with respect to a Default for failure by Globalstar to pay any amounts pursuant to this Agreement when due, if such Default is not cured within 45 days following Notice to Globalstar of such nonpayment, Yippy may assess a late payment charge equal to ten percent (10%) per annum to any such amounts not received by the payment due date, and set off such amounts from any amounts due to Globalstar hereunder. If, after 90 days following such Notice, Globalstar owes Yippy more than \$1 million, Yippy may terminate this Agreement.

(ii) with respect to any other Default by Globalstar, to the extent Globalstar has not cured such Default within 45 days of Notice to Globalstar, or, in the case of a Default which cannot with due diligence be cured within such 45 day period, Globalstar has not caused such cure to be commenced and thereafter prosecuted with all due diligence (it being intended that in connection with a Default not susceptible of being cured with due diligence within the 45 day period that the time within which to cure same will be extended for such reasonable period of time as may be necessary to complete the same with all due diligence), Yippy may terminate this Agreement.

(b) To the extent that Globalstar has not cured a Default within 45 days of Notice to Globalstar, or, in the case of a Default which cannot with due diligence be cured within a 45 day period, Globalstar has not caused such cure to be commenced and thereafter prosecuted with all due diligence (it being intended that in connection with a Default not susceptible of being cured with due diligence within the 45 day period that the time within which to cure same will be extended for such period as may be necessary to complete the same with all due diligence), then, subject to the other provisions of this Agreement, Globalstar will be liable to Yippy for Yippy direct liabilities, losses (including first party losses), fines, penalties, interest, damages, costs, and expenses resulting from such Globalstar Default.

(c) Upon the occurrence of an event which, with the giving of notice or the lapse of time, or both, would constitute a Default by Globalstar, Yippy may suspend the Yippy Services until Globalstar cures such Default, or in the case of a Default which cannot with due diligence be cured within a period of 45 days, until Globalstar commences and thereafter prosecutes with all due diligence to cure such Default.

(d) Except as otherwise provided in Section 8.03, Yippy acknowledges that the foregoing remedies shall be the sole remedies available to Yippy for a Globalstar Default hereunder, exclusive of any other rights or remedies that may be available to Yippy at law or in equity, and Yippy hereby waives its right to exercise all such other remedies.

8.02 Yippy Default; Remedies.

(a) If Yippy is in Default under this Agreement and such Default is continuing, then in any such case, Globalstar may take one or more of the following actions at the same or different times:

(i) with respect to a Default for failure by Yippy to pay any amounts pursuant to this Agreement when due, if such Default is not cured within 45 days following Notice to Yippy of such nonpayment, Globalstar may assess a late payment charge equal to 10% per annum to any such amounts not received by the payment due date, and withdraw funds from the Lockbox Account to pay any amounts that are past due and late charges, and to the extent that there are insufficient funds in the Lockbox Account. If, after 90 days following such Notice, Yippy owes Globalstar more than \$1 million, Globalstar may terminate this Agreement.

(ii) with respect to any other Default by Yippy, to the extent Yippy has not cured such Default within 45 days of Notice to Yippy, or, in the case of a Default which cannot with due diligence be cured within such 45 day period, Yippy has not caused such cure to be commenced and thereafter prosecuted with all due diligence (it being intended that in connection with a Default not susceptible of being cured with due diligence within the 45 day period that the time within which to cure same will be extended for such reasonable period of time as may be necessary to complete the same with all due diligence), Globalstar may terminate this Agreement.

(b) To the extent that Yippy has not cured a Default within 45 days of Notice to Yippy, or, in the case of a Default which cannot with due diligence be cured within a 45 day period, Yippy has not caused such cure to be commenced and thereafter prosecuted with all due diligence (it being intended that in connection with a Default not susceptible of being cured with due diligence within the 45 day period that the time within which to cure same will be extended for such period as may be necessary to complete the same with all due diligence), then, subject to the other provisions of this Agreement, Yippy will be liable to Globalstar for Globalstar direct liabilities, losses (including first party losses), fines, penalties, interest, damages, costs, and expenses resulting from such Yippy Default.

(c) Upon the occurrence of an event which, with the giving of notice or the lapse of time, or both, would constitute a Default by Yippy, Globalstar may suspend the Globalstar Services until Yippy cures such Default, or in the case of a Default which cannot with due diligence be cured within a period of 45 days, until Yippy commences and thereafter prosecutes with all due diligence to cure such Default.

(d) Except as otherwise provided in Section 8.03, Globalstar acknowledges that the foregoing remedies shall be the sole remedies available to Globalstar for a Yippy Default hereunder, exclusive of any other rights or remedies that may be available to Globalstar at law or in equity, and Globalstar hereby waives its right to exercise all such other remedies.

8.03 Irreparable Harm. If either Party should breach or threaten to breach any provision of this Agreement, the non-breaching Party, in addition to any other remedy it may have at law or in equity, will be entitled to seek a restraining order, injunction, specific performance or other similar remedy in order to specifically enforce the provisions of this Agreement. Each Party specifically acknowledges that monetary damages alone would be an inadequate remedy for the injuries and damages that would be suffered and incurred by the non-breaching Party as a result of a breach of any provision of this Agreement. As more fully described in Section 12.09 herein, the arbitrator(s) shall have the authority to enter an order granting provisional or injunctive relief, which may be confirmed and enforced in any court of competent jurisdiction. The arbitrator(s) shall have discretion as to whether to require a bond. In the event that either Party should seek an injunction hereunder, the other Party hereby waives any requirement for the submission of proof of the economic value of any proprietary information. In the event immediate relief is required in order to avoid irreparable injury, any Party may commence a proceeding in any court of competent jurisdiction for injunctive relief in aid of arbitration.

ARTICLE IX. FORCE MAJEURE.

9.01 Force Majeure Event. Either Party shall be temporarily excused from performance of its respective obligations hereunder (and shall not be liable for loss or damage resulting therefrom) in the event and to the extent that such performance is delayed or prevented by a Force Majeure Event, provided, that any such Force Majeure Event occurs without the excused Party's fault, bad faith or negligence, is not caused directly or indirectly by the excused Party and could not have been prevented or avoided by the excused Party's reasonable diligence.

9.02 Notice of Force Majeure Event. A Party's obligations shall be excused upon such Party providing prompt written Notice to the other Party of the Force Majeure Event in reasonable detail, and the obligations shall be suspended during, but not longer than, the continuance of such Force Majeure Event.

9.03 Resolution. A Party claiming a Force Majeure Event must use commercially reasonable, good faith efforts to remove the cause, condition, event or circumstance of such Force Majeure Event (to the extent removable), must promptly give written notice to the other Party of the cessation of such Force Majeure Event, and must resume performance of any suspended obligation as soon as reasonably possible after cessation of the effects of such Force Majeure Event; provided that, to the extent that the Party experiencing a Force Majeure Event is not using its commercially reasonable, good faith efforts to remove the cause, condition, event or circumstance of such Force Majeure Event in compliance with the foregoing, notwithstanding anything to the contrary herein, the other Party may seek specific performance in accordance with Section 8.03 from the party experiencing a Force Majeure Event. To the extent that a Force Majeure Event is not cured or removed within 30 days, the Party that is not experiencing a Force Majeure Event may elect to cure or remove such Force Majeure Event and shall be reimbursed for its reasonable expenses in connection therewith by the Party experiencing the Force Majeure Event.

ARTICLE X. INDEMNITY; LIMITATIONS OF LIABILITY.

10.01 Yippy's Indemnity. Yippy shall indemnify, defend and hold harmless Globalstar, Globalstar's Affiliates, and their respective shareholders, directors, officers, agents and employees (the "*Globalstar Indemnified Parties*"), from and against any and all loss, cost, damage, expense (including attorneys' fees), liability and claims of whatsoever kind and nature, including but not limited to those for damage to property (including Yippy's property) or injury to or death of persons (including Yippy's employees) (collectively "*Claims*"), directly or indirectly resulting, or alleged to result, from (a) Yippy's ownership or operation of its business or business premises; (b) any performance issues or defects in the Yippy Boxes or any servers, equipment, networks, software or services used or provided by Yippy or its contractors in connection with the resale of the Globalstar Services or otherwise in Yippy's business; (c) any claims of misappropriation or infringement of any patent, trademark, copyright or other third party intellectual property right relating to any servers, equipment, networks, software or services used or provided by Yippy or its contractors in connection with the resale of the Globalstar Services or in Yippy's business; (d) any Default or breach by Yippy of its representations, warranties or covenants under this Agreement or any other Transaction Document; (e) any breach by Yippy of any license or other agreement with a third party to which Yippy is a party arising from this Agreement, including, without limitation, the IBM License Agreement; (f) Yippy's use of, or access to, the Gateways, the Colocation Space, the Yippy Boxes, the Pass Through Equipment or the Gateway Services, or any action or inaction on the part of Yippy that causes Globalstar to be in breach of a Globalstar Lease or any agreement with a Globalstar Lessor; or (g) the material violation of any law or regulation by Yippy.

10.02 Globalstar's Indemnity. Globalstar shall indemnify, defend and hold harmless Yippy, Yippy's Affiliates, and their respective shareholders, directors, officers, agents and employees (the "***Yippy Indemnified Parties***"), from and against any and all Claims, directly or indirectly resulting, or alleged to result, from (a) Globalstar's ownership or operation of its business or business premises (including ground stations and Gateways); (b) any performance issues or defects in the Globalstar Software; (c) any claims of misappropriation or infringement of any patent, trademark, copyright or other third party intellectual property right relating to the Globalstar Software; (d) any breach by Globalstar of any license agreement with a third party to which Globalstar is a party arising from this Agreement; (e) any Default or breach by Globalstar of its representations, warranties or covenants under this Agreement or any other Transaction Document; (f) any harm to Yippy resulting from defects, leaks, or other failures caused by Globalstar's gross negligence or willful misconduct with respect to the Colocation Space; or (g) the material violation of any law or regulation by Globalstar.

10.03 LIMITATION OF LIABILITY.

(a) **THE PARTIES AGREE THAT, EXCEPT AS SET FORTH IN SECTION 10.03(b) THE TOTAL LIABILITY OF EITHER PARTY FOR LOSSES, DAMAGES OR CLAIMS, WHETHER IN CONTRACT OR TORT, UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS RECEIVED BY SUCH PARTY FROM GLOBALSTAR CUSTOMERS AND OSP CUSTOMERS IN THE 12 MONTH PERIOD PRECEDING THE DATE UPON WHICH SUCH CLAIM AROSE FROM THE SALE OF YIPPY SERVICES TO GLOBALSTAR CUSTOMERS AND OSP CUSTOMERS, EXCEPT FOR LIABILITIES ARISING DUE TO SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL HAVE ANY INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT TO ANY GLOBALSTAR CUSTOMER, YIPPY CUSTOMER OR SUBSCRIBER AND NO GLOBALSTAR CUSTOMER, YIPPY CUSTOMER OR SUBSCRIBER SHALL BE A THIRD PARTY BENEFICIARY UNDER THIS AGREEMENT.**

(b) In addition to the amounts set forth in Section 10.03(a), but subject to the other provisions of this Agreement, in the event of a breach by Globalstar of its obligations pursuant to this Agreement, Yippy may seek compensation for losses, damages or claims against the shares of Yippy capital stock issued by Yippy to Globalstar pursuant to the SIA (the "***New Stock***"), provided that any such claim pursuant to this Section 10.03(b) will be non-recourse to Globalstar except with respect to Globalstar's interest in the New Stock and to any net proceeds of a sale of New Stock; and provided further that the aggregate liability pursuant to this Section 10.03(b) shall not exceed a percentage of the New Stock or proceeds thereof equal to five percent (5%) multiplied by the number of years remaining in the Initial Term of this Agreement.

10.04 Third Party Indemnity Claims.

(a) If any Globalstar Indemnified Party or Yippy Indemnified Party (such Person making a claim, the "***Indemnified Party***") desires to make a claim against Yippy or Globalstar, as applicable (the "***Indemnifying Party***") under this Article X in connection with any proceeding or demand at any time instituted against or made upon the Indemnified Party by any third party for which the Indemnified Party may seek indemnification hereunder (a "***Third Party Claim***"), the Indemnified Party will promptly provide Notice to the Indemnifying Party of such Third Party Claim and of the Indemnified Party's claim of indemnification with respect thereto. The Indemnifying Party will have 15 Business Days after receipt of such Notice to notify the Indemnified Party if the Indemnifying Party has elected to assume the defense

of such Third Party Claim. If the Indemnifying Party elects to assume the defense of such Third Party Claim, the Indemnifying Party will be entitled at its own expense to conduct and control the defense and settlement of such Third Party Claim through counsel of its own choosing; provided, however, that:

(i) the Indemnified Party may participate in the defense of such Third Party Claim with its own counsel at its own expense;

(ii) it will be conclusively established for purposes of this Agreement that the claims made in that proceeding are within the scope of and subject to indemnification;

(iii) no compromise or settlement of such claims may be effected by the Indemnifying Party without the Indemnified Party's consent unless (A) there is no finding or admission of any violation of applicable laws or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnified Party, and (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party; and

(iv) the Indemnified Party will have no liability with respect to any compromise or settlement of such claims effected without its consent.

(b) Notwithstanding the foregoing, in no event will the Indemnifying Party be entitled to assume the defense of any such Third Party Claim if (i) a conflict of interest precludes the Indemnifying Party's counsel from representing the interests of both the Indemnified Party and the Indemnifying Party and the Indemnified Party provides written notice of such fact to the Indemnifying Party; or (ii) such Third Party Claim seeks an injunction or other equitable relief. The Parties acknowledge that in any such case the Indemnifying Party may participate in the defense of such Third Party Claim with its own counsel at its own expense.

(c) If the Indemnifying Party fails to notify the Indemnified Party within 15 Business Days after receipt from the Indemnified Party of notice of a Third Party Claim, the Indemnified Party will be entitled to assume the defense of such Third Party Claim at the expense of the Indemnifying Party, provided, however, that the Indemnified Party may not settle any Third Party Claim without the consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed).

(d) For the avoidance of doubt, indemnity for Third Party Claims under Article X will not be considered an amount due under this Agreement during the pendency of the Third Party Claim.

10.05 Survival. This Article X shall survive the termination or expiration of this Agreement.

ARTICLE XI. TERM AND TERMINATION.

11.01 Term and Termination.

(a) Term. Except as otherwise provided in Article VIII or Sections 11.01(b) - (d), this Agreement shall have an initial term commencing on the Effective Date and ending on the date that is the 20-year anniversary of the Effective Date (such term, the "*Initial Term*"). Notwithstanding any of the foregoing, this Agreement shall automatically renew beyond the Initial Term for successive additional one (1) year periods (each, a "*Renewal Term*") until either Party provides written Notice to the other Party of its election not to enter into a further Renewal Term of this Agreement at least ninety (90) days

prior to expiration of the then current term. The Initial Term together with any Renewal Terms shall be referred to collectively as the “*Term*” of this Agreement.

(b) Mutual Termination. This Agreement may be terminated at any time upon mutual written agreement of the Parties.

(c) Immediate Termination. Either Party may terminate this Agreement immediately upon written notice to the other Party of any act or omission by such Party which involves willful misconduct or a knowing violation of law or regulation. Globalstar may terminate this Agreement immediately to the extent that Yippy fails to comply with its obligations pursuant to Section 2.1 of the SIA.

(d) Termination Upon Cessation of Business Operations.

(i) Globalstar may terminate this Agreement at any time upon giving Yippy ten (10) days prior written notice of such termination if Globalstar ceases to be in the business of providing the Globalstar Services.

(ii) Yippy may terminate this Agreement at any time upon giving Globalstar ten (10) days prior written notice of such termination if Yippy ceases to be in the business of providing the Yippy Services.

(e) Termination Transition.

(i) Effect Upon Globalstar Services. Upon the expiration or earlier termination of this Agreement, Globalstar shall have the right to disconnect all the Globalstar Services provided hereunder, and (subject to applicable laws) to withdraw Access Numbers held by Yippy Customers and Subscribers, without further Notice to Yippy.

(ii) Notify Customers. Upon Yippy’s sending or receiving a notification of termination of this Agreement, or thirty (30) days prior to the expiration of this Agreement, Yippy shall provide written Notice to Yippy Customers and Subscribers of the estimated date on which Yippy’s ability to continue offering the Globalstar Services will end.

(iii) Obligations After Termination. The termination or expiration of this Agreement shall not relieve either Party of responsibility for obligations incurred prior to termination or for any obligations expressly stated herein to survive termination and shall not relieve either Party’s obligations to customers under Globalstar EULAs and Yippy EULAs.

(iv) Offer to Customers Upon Termination Without Cause.

(A) The Parties acknowledge that the discontinuance of the Globalstar Services to Yippy Customers due to the termination of this Agreement would reflect adversely upon Globalstar, the Globalstar Services, and the Globalstar System. If the Parties do not renew this Agreement pursuant to Section 11.01(a) or mutually agree to terminate this Agreement without cause pursuant to Section 11.01(b), Yippy shall, at Globalstar’s election and request, make a written offer to the Yippy Customers extending the opportunity to continue purchasing the Globalstar Services either directly from Globalstar or from another authorized distributor of the Globalstar Services and shall provide instructions for contacting Globalstar.

(B) The Parties acknowledge that the discontinuance of the Yippy Services to Globalstar Customers due to the termination of this Agreement would reflect adversely upon Yippy. If the Parties do not renew this Agreement pursuant to Section 11.01(a) or mutually agree to terminate this Agreement without cause pursuant to Section 11.01(b), Globalstar shall, at Yippy's election and request, make a written offer to the Globalstar Customers extending the opportunity to continue purchasing the Yippy Services from Yippy and shall provide instructions for contacting Yippy.

(v) Solicitation of Customers.

(A) If Yippy elects not to renew this Agreement pursuant to Section 11.01(a), Yippy agrees that Globalstar shall be free to solicit Yippy Customers to continue purchasing the Globalstar Services either directly from Globalstar or from another distributor upon the expiration or termination of this Agreement. Globalstar may use any Yippy Customer Information in its possession during the course of such solicitation. Globalstar agrees not to knowingly solicit Yippy Customers prior to the date on which Globalstar first receives actual or constructive notice of the expiration or termination of this Agreement. Notwithstanding anything to the contrary contained in this Agreement or any non-disclosure or confidentiality agreement, Globalstar shall be free to disclose Yippy Customer information to any third party authorized to distribute the Globalstar Services upon Globalstar's receiving actual or constructive notice of the expiration or termination of this Agreement.

(B) If Globalstar elects not to renew this Agreement pursuant to Section 11.01(a), Globalstar agrees that Yippy shall be free to solicit Globalstar Customers to continue purchasing the Yippy Services from Yippy upon the expiration or termination of this Agreement. Yippy may use any Globalstar Customer Information in its possession during the course of such solicitation. Yippy agrees not to knowingly solicit Globalstar Customers prior to the date on which Yippy first receives actual or constructive notice of the expiration or termination of this Agreement. Notwithstanding anything to the contrary contained in this Agreement or any non-disclosure or confidentiality agreement, Yippy shall be free to disclose Globalstar Customer information to any third party authorized to distribute the Yippy Services upon Yippy's receiving actual or constructive notice of the expiration or termination of this Agreement.

ARTICLE XII. MISCELLANEOUS

12.01 Confidentiality.

(a) Each Party acknowledges that, in the course of the performance of this Agreement, it may have access to customer information and communications and other proprietary information claimed to be unique, secret, confidential, and which constitutes the exclusive property and trade secrets of the other Party (hereafter "*Confidential Information*").

(b) Each Party agrees to maintain the confidentiality of the Confidential Information and to use the Confidential Information only to the extent necessary for legitimate business uses in connection with this Agreement. Nothing in this Agreement shall prohibit or limit either Party's use of information which:

(i) was at the time of disclosure by the disclosing Party to the receiving Party, already in the possession of the receiving Party, provided that it was not directly or indirectly derived from the disclosing Party or its Affiliates and is not under binder of secrecy;

(ii) was at the time of disclosure by the disclosing Party to the receiving Party, or subsequently became, through no act or omission of the receiving Party, known to the general public; or

(iii) was subsequent to the time of disclosure by the disclosing Party to the receiving Party, lawfully and independently received by the receiving Party from a third party, provided it was not directly or indirectly derived from the disclosing Party or its Affiliates and is not under binder of secrecy.

(c) Each Party may disclose the Confidential Information of the other Party to governmental agencies or in litigation, as required by law. Each Party shall provide the other Party with the earliest practicable Notice of any such disclosure so that such Party may seek a protective order (or other appropriate remedy). If such protective order or other remedy is not obtained, the receiving Party shall furnish only that portion of the Confidential Information as advised by the receiving Party's legal counsel must be furnished to comply with applicable law and shall cooperate with the disclosing Party's efforts to obtain reasonable assurances that confidential treatment will be accorded the Confidential Information. The Parties' obligation not to disclose, and to cause its representatives not to disclose, Confidential Information shall survive for three years after the expiration or earlier termination of this Agreement.

(d) The receiving Party will:

(i) limit disclosure of any Confidential Information to its directors, officers, employees, agents, technical, legal or professional advisors or other representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the Parties, and only for that purpose;

(ii) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential;

(iii) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and

(iv) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Each Party shall be responsible for any breach of this Agreement by any of their respective Representatives.

(e) All Confidential Information in tangible form shall be returned to the providing Party or destroyed upon request at any time and upon the expiration or earlier termination of this Agreement.

(f) Each Party agrees that remedies of law are inadequate to protect against breach of such Party's obligations of confidentiality to the other Party under this Agreement and each Party hereby agrees in advance to the granting of injunctive relief in favor of the other Party without proof of actual damages. Injunctive relief granted pursuant to this Agreement shall be in addition to any other relief or remedy of law or equity available.

12.02 Notices. Any notice, demand, request, consent, approval, declaration, delivery or other communication hereunder to be made pursuant to the provisions of this Agreement (each, a "**Notice**")

shall be sufficiently given or made if in writing and either delivered in person, by overnight courier, addressed as follows, or to such other address as may be substituted by Notice given as herein provided:

If to Yippy, to:

Yippy, Inc.
17595 S. Tamiami Trl., Suite 270
Fort Myers, FL 33908
Attn.: Rich Granville
Email: rich@yippyinc.com

If to Globalstar, to:

Globalstar, Inc.
300 Holiday Square Blvd.
Covington, LA 70433
Attn.: Contracts Department
Email: David.Milla@globalstar.com

The giving of any Notice required hereunder may be waived in writing by the Party entitled to receive such Notice. Every Notice hereunder shall be deemed to have been duly given or served on the date on which personally delivered and the next Business Day after deposit with an overnight courier service.

12.03 Status of the Parties. Yippy and Globalstar are independent contractors retaining complete control over and responsibility for their own operations and employees. This Agreement shall not be construed to grant either Party any right or authority to create binding obligations on behalf of the other Party. This Agreement does not constitute or create an agency, partnership or employment relationship. Yippy shall not bind, purport to bind or hold itself out as authorized to bind Globalstar.

12.04 Expenses. Each Party hereto shall pay any and all transactional expenses it incurs in connection with the negotiation, execution, delivery or enforcement of this Agreement and the transactions performed in connection therewith.

12.05 Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by both the Parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12.06 Assignment.

(a) Neither this Agreement, nor any right, obligation or interest herein, may be assigned, in whole or in part, without the express written consent of the other Party, provided, however, that either Party shall be permitted to assign this Agreement if the assignment is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of such Party's assets or all of its equity securities, or any other similar sale transaction.

(b) Notwithstanding the foregoing, in the event that one Party wishes to assign to a third party any right or obligation hereunder and the other Party refuses to consent, the objecting Party shall

state its objections in writing, and thereafter the Parties shall use good faith efforts to negotiate a resolution that fairly addresses the objecting Party's stated objections.

12.07 Disclaimer of Representations. Each Party expressly disclaims the making of, and acknowledges that they have not received or relied upon, any representation, warranty or guaranty, express or implied, relating to the relationship between the Parties that is additional to or different from the terms set forth in this Agreement, including without limitation any representation, warranty or guaranty as to the amount of profits, income or other revenue that such Party may earn, or the amount of investment required, as a result of its relationship with the other Party. Each Party represents that it has conducted its own independent investigation of the satellite distribution business and compressed data Internet search services, and each Party recognizes that entering into this Agreement involves business risk.

12.08 Governing Law; Waiver of Jury Trial.

(a) This Agreement shall be construed in accordance with, and this Agreement and all matters arising out of or relating in any way whatsoever (whether in contract, tort or otherwise) to this Agreement shall be governed by, the law of the State of New York.

(b) **EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).** Each Party hereby (i) certifies that no representative, agent or attorney of the other has represented, expressly or otherwise, that the other would not, in the event of a proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this paragraph.

12.09 Dispute Resolution.

(a) Any dispute, claim or controversy ("**Dispute**") arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration pursuant to this Section.

(b) To the extent that a Dispute arising out of or related to the Parties' rights, obligations or performance under this Agreement falls within the jurisdiction of the Federal Communications Commission, the Parties agree that primary jurisdiction over such dispute shall lie with the Federal Communications Commission, and any action or complaint seeking resolution of such dispute shall first be filed with and determined by the Federal Communications Commission.

(c) A meeting shall be held between the Parties within thirty (30) days of Notice of the Dispute to attempt in good faith to negotiate a resolution. Except as provided in subsection (b) above, if within thirty (30) days after the meeting, the Dispute is not resolved, or within 45 days if a meeting is not held pursuant to this Section, either Party may initiate an arbitration with JAMS in Miami, Florida or such other location as the Parties may agree according to JAMS Comprehensive Arbitration Rules.

(d) Any arbitration hereunder shall be determined by a panel of three (3) arbitrators selected by the Parties if the petition filed by the petitioning Party asserts that the arbitration claims involve, or could result in:

- (i) termination of this Agreement by any Party;
- (ii) discontinuance or material impairment of Yippy Customers' access to Globalstar Services pursuant to the terms of this Agreement;
- (iii) discontinuance or material impairment of Globalstar Customers' access to the Yippy Software;
- (iv) damages against any Party in the amount of \$5,000,000 or more; or
- (v) any claim that any Party wrongfully terminated this Agreement.

(e) Any arbitration not covered by Subsection (d) shall be conducted by a single arbitrator mutually selected by the Parties from the JAMS arbitrator roster. If the Parties are unable to agree on an arbitrator, JAMS shall provide a list of three prospective arbitrators and each Party shall strike one. The remaining arbitrator shall serve as the designated arbitrator. The parties shall jointly request that JAMS supply a list of arbitrators with experience in complex commercial matters involving the telecommunications industry.

(f) In no event shall any demand for arbitration be made after the date when institution of a legal or equitable proceeding based on the Dispute would be barred by the applicable statute of limitations.

(g) The decision (and any award) rendered by the arbitrator shall be final, and judgment may be entered upon it at any court having jurisdiction.

(h) In the event of any conflict between this Section 12.09 and the JAMS rules, this Section 12.09 shall control.

(i) In any Dispute, the prevailing party shall be entitled to recover from the other Party all of the costs incurred by the prevailing Party as a result of the dispute, including reasonable attorneys' fees.

(j) The costs of the mediation and arbitration, including the AAA administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the Parties.

(k) Notwithstanding the foregoing, either Party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage, the breach of any confidentiality obligation or the infringement of any intellectual property right of such party. Despite such action, the Parties shall continue to participate in good faith in the dispute resolution procedures specified in this Section 12.09.

12.10 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and each Party hereby agrees that nothing in this Agreement shall entitle any Person other than the Parties to any claim, cause of action or right of any kind.

12.11 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of an electronic signature page to this Agreement in .pdf format shall be effective as delivery of a manually executed counterpart of this Agreement.

12.12 Headings. The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provisions hereof.

12.13 Severability. Any provision of this Agreement or any other document or instrument provided for herein or therein which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

12.14 Entire Agreement. This Agreement, the attachments and schedules attached to this Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties pertaining to the subject matter of this Agreement.

12.15 Construction. The language used in this Agreement will be deemed the language chosen by the Parties to express their mutual intent, and no rules of strict construction will be applied against either Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

YIPPY, INC.

By: /s/ Richard Granville
Name: Richard Granville
Title: Chief Executive Officer

GLOBALSTAR INC.

By: /s/ Tim Taylor
Name: Tim Taylor
Title: VP, Finance, Business
Operations and Strategy