

Pivotal America Inc. - Iridium Unlimited Plan Fair Use Policy

This Pivotal America Inc., (Pivotal) Iridium Unlimited Fair Use Policy (“Policy”) outlines acceptable use of the Pivotal Iridium Unlimited Plan (“Service”). This Policy is in addition to any restrictions or conditions contained in the Pivotal Service Agreement (the “Pivotal SA”).

All Pivotal Iridium Unlimited Plan Satellite customers (the “customer,” “you,” or “your”) and all others who use the Service must comply with this Policy. Your failure, or others’ failure, to comply with this Policy could result in the suspension or termination of your or their Service accounts. Therefore, you should take steps to ensure that you are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the Service and notify Pivotal so that it can close your Pivotal Iridium Unlimited Plan account.

Prohibited Uses and Activities

In general, the Policy prohibits uses and activities involving the Service that interfere with or diminish the fair use of the Iridium network by other subscribers, are illegal, or infringe the rights of others.

The Pivotal Iridium Unlimited Plan is designed to enable us to provide additional value and more predictable usage rates for our customers. Pivotal and Iridium have created an application developer platform for the RedPort Aurora, RedPort Glow, RedPort MCG-101 MW, and Iridium GO! products to encourage users of smartphones and tablets to utilize applications that are optimized for the Iridium network.

These applications are configured to connect and disconnect with the Iridium network to remotely synchronize information and are strictly prohibited from enabling an always-on connection with the network that could negatively affect the available bandwidth for other Iridium subscribers. Iridium reserves the right to actively monitor usage statistics of subscribers on the network and take proactive measures to regulate and if necessary, terminate access to the Iridium network to ensure high quality network performance for all users on an ongoing basis.

Violation of this Fair Use Policy

Pivotal and Iridium will respond appropriately if it becomes aware of inappropriate use of the Service.

Pivotal prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. However, if the Service is used in a way that Pivotal, in its discretion, believes violates this Policy, Pivotal may take any responsive actions it deems appropriate under the circumstances with or without notice. These actions include, but are not limited to, the immediate suspension or termination of all or any portion of the Service. Neither Pivotal nor its agents will have any liability for any of these responsive actions. These actions are not Pivotal's exclusive remedies and Pivotal may take any other legal or technical actions it deems appropriate with or without notice.

Pivotal reserves the right to investigate suspected violations of this Policy.