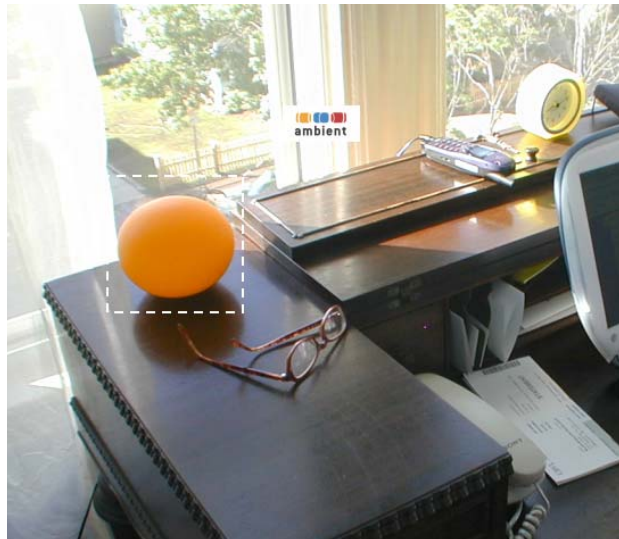


Ambient Orb



Cambridge, MA 02116
Customer Service 888-990-0023
www.ambientdevices.com

AMBIENT ORB

Our **Ambient Orb** subtly changes color in response to stock market activity. Green, stocks are up. Yellow, things are holding steady. Red, better call your broker. With a constant, unobtrusive flow of information, the Ambient Orb keeps you abreast of changes in the financial landscape at a glance. The Orb can also be programmed to mirror the NASDAQ, the S&P 500, your company's stock symbol or your individual stock portfolio.

It can even be customized to respond to weather, ski conditions, e-mail activity and traffic congestion. Simply log onto the Ambient website and choose a channel that suits you.

The Ambient Orb has been thoroughly tested to be certain it meets our own **exacting quality control standards**. Please take a few moments to review the following **important information** before using it.

CAUTION

- **TO REDUCE THE RISK OF ELECTRIC SHOCK, DO NOT REMOVE COVER OR BACK. THERE ARE NO SERVICEABLE PARTS INSIDE.**
- **TO REDUCE THE RISK OF FIRE OR ELECTRIC SHOCK, DO NOT EXPOSE THIS UNIT TO RAIN OR MOISTURE.**

The lightning flash with arrow-head symbol within an equilateral triangle is intended to alert the user to the presence of uninsulated "dangerous voltage" within the unit's enclosure that may be of sufficient magnitude to constitute a risk of electric shock.

The exclamation point within an equilateral triangle is intended to alert the user to the presence of important operating and maintenance (servicing) instructions in the literature accompanying the unit.

IMPORTANT SAFETY INSTRUCTIONS

READ ALL INSTRUCTIONS BEFORE USING

All the safety and operating instructions should be read, adhered to and followed before the unit is operated.

DANGER

To reduce the risk of electric shock, burns, fire or injury:

1. Do not immerse unit in water.
 2. Always unplug the unit from the electrical outlet before cleaning.
 3. Do not use while bathing or in a shower.
 4. Do not place or store unit where it can fall or be pulled into a tub or sink.
 5. Do not place in or drop into water or other liquid.
 6. Do not reach for unit that has fallen into water.
- Unplug it immediately.

WARNING

1. Use indoors only.
2. Close attention is necessary when this appliance is operated near children. Do not allow children to play with this unit.

This is not a toy.

5. Do not allow children to play with any plastic bags that accompany this unit. Plastic bags may present a hazard to young children.
6. Do not use attachments not recommended by manufacturer.
7. Never operate this unit if it has a damaged cord or plug, if it is not working properly, if it has been dropped or damaged or dropped into water.
8. Keep cord away from heated surfaces.
9. The unit should be situated away from heat sources such as direct sunlight, radiators, heat registers, stoves or other heatproducing appliances.
10. Never drop or insert objects into any openings.
11. Do not operate under blanket or pillow. Excessive heating can occur and cause fire, electric shock or injury.
12. Do not carry this unit by supply cord or use cord as handle.
13. Do not perform any servicing on the unit.
14. Do not try to disassemble unit. High voltage inside.

FCC COMPLIANCE INFORMATION

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protections against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with these instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

Note: If harmful interference to radio or television reception should occur, determined by turning the product off and on, the user is encouraged to correct interference by trying one or more of the following measures:

- Relocate the receiving antenna.
- Increase the separation between equipment and receiver.
- Connect product to an outlet on a circuit different from receiver.
- Consult an experienced radio/TV technician for help.

SAVE THESE INSTRUCTIONS

AMBIENT ORB OPERATION

Connecting the Orb

1. Plug the Ambient Orb's power supply cord into the Ambient Orb, and the other end into an electrical outlet. Your Orb will **pulse red** while it confirms the device is in range of the Ambient Information Network, the nationwide wireless network that powers your Orb.

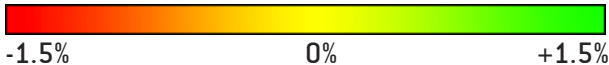
2. Within seconds your Ambient Orb should receive its first signal and begin color cycling through its full range of colors while it **synchronizes** with the Ambient Information Network, the nationwide wireless service that powers your Ambient Orb.

4. Within fifteen minutes, the Orb will stop on a single color between red, yellow, and green, showing you the state of the Dow Jones Industrial Average. Your **setup is complete**. The Orb will now remain up to date with the latest information.

Note: If your Orb takes more than 60 seconds to begin color cycling try placing it in another location, such as near a window and away from electrical appliances.

Understanding the Colors

Once synchronized, your Ambient Orb will track the Dow Jones Industrial Average. It will continuously change colors throughout the trading day to reflect how much the Dow is up or down.



- Yellow shades mean the Dow average is the same as it was at the beginning of the day. At the beginning of the day, your Orb will always glow yellow.
- Green shades mean the Dow is up since the beginning of the day. The greener the light, the higher the average.
- Red shades mean the Dow is down since the beginning of the day. The redder the light, the lower the average.

Note:

- If the Dow rises or falls more than 1.5% from the opening price, the Orb will **pulse**. The further the Dow rises or falls, the faster the pulsing.
- At the end of the trading day, your Orb will display the closing value.
- In the early hours of each morning, your Orb will revert back to yellow for the new day.

CUSTOMIZING YOUR AMBIENT ORB

Registering with the Ambient Information Network

Free registration with the Ambient Information Network allows you to customize your Orb to listen to other basic channels. The Orb can display weather forecasts in major cities, other stock market indices, including NASDAQ Composite and the S & P 500, and the Homeland Security Alert level. Register online at www.myambient.com.

Upgrading the Ambient Orb

Your Orb can monitor personalized information by upgrading to a **premium account**. For a personal wireless service fee, you can monitor a custom stock portfolio, receive personalized weather information, and more. Visit www.myambient.com to browse the available channels and upgrade, or call 888-990-0023.

Note:

- Your Orb must be plugged in and functioning when you visit.
- Programmers can write a custom Ambient Channel to control your Orb with **Developer Access**, which is included in the price of your Premium Account. When logged into www.myambient.com, click on "Developer Channels" for more information.

Adjusting the Brightness Level of Your Orb

When you plug in your Orb, it defaults to the brightest setting.

1. Press down on your Orb, you'll feel a small click, and your Orb will be on the lowest brightness setting.
2. Press down on your Orb again, and your Orb will glow more brightly.
3. Pressing down on your Orb a third time will restore it to its maximum brightness setting.

TROUBLESHOOTING GUIDE

My Orb will not light up.

- Ensure the Orb is plugged into the receiver and the receiver is plugged into the electrical outlet.
- Ensure the Orb isn't set on the dim light level. Press on the top of the Orb to cycle through the brightness levels. Move the Orb to a darker location.

My Orb continues to pulse red.

- Ensure the Orb is receiving a signal. If the Orb remains blinking red/white after more than 60 seconds, it may not be able to receive a signal in your current location. Try it in a location where you know you can have pager or cell phone coverage.
- Try moving your Orb six inches or more away from monitors, TVs, speakers, etc.
- Go to www.myambient.com for wireless service coverage maps to verify that your area is covered. (We cover over 90% of the U.S. population, so your chances are very good.)

My Orb continues to colorcycle.

- Ensure that the Orb is receiving a signal. At off-peak times it can take up to one hour for the Orb to synchronize with the network the first time. If the Orb continues to colorcycle for more than an hour, verify that it is in

range by unplugging it, plugging it back in, and ensuring that it changes from red/white to colorcycling at its current location.

I just moved my Orb and now it's colorcycling again.

- Every time you unplug your Orb and plug it back in, you'll have to wait for it to resynchronize with the Ambient Information Network. Your Orb should be displaying information again within fifteen minutes. If you've changed channels or upgraded to a Premium account, your Orb will remember this.

I changed my Channel, but my Orb hasn't updated.

- If you changed the Ambient Channel displayed on your Orb through www.myambient.com, please wait up to fifteen minutes for your Orb to update. Your Orb must be on when you make the change on the website, and should remain on until you see it receive the change. If the change still does not occur, try again before contacting Ambient.

I need more help.

- If you're still having problems, have a question not answered here, or want to order more Ambient products, email help@ambientdevices.com, go to www.myambient.com, or call 888-990-0023.
- If your Orb rapidly flashes red and yellow, please call Customer Service, 888-990-0023.

FREQUENTLY ASKED QUESTIONS

Where is the on/off switch? Should I turn my Orb off when not in use?

Just leave it on. The Ambient Orb will last for many years and uses about as much power as the clock on your VCR. If it is too bright, press down on the top of the Orb and it will dim.

Where is the software located to run my Orb?

You don't need a computer or any special software to use an Ambient Orb. You can configure your Orb by using any browser to access www.myambient.com.

How does my Ambient Orb get information?

Via Ambient's nationwide wireless network, called the Ambient Information Network. It works in a similar way to cell phones and pagers.

Where do you have wireless coverage?

Our coverage exceeds 90% of the U.S. population, and we generally have better coverage than cell phones, particularly deep inside buildings and basements. To check for coverage, log onto www.myambient.com.

How do I know if my Orb is getting a signal?

When the Orb begins colorcycling it has received its first signal and is in

range. Once the Orb remains on a single color, it is synchronized to the Ambient Information Network and will receive signals continuously.

How often is the Orb updated?

It receives signals when the information that you're monitoring changes. This may be as often as several times a minute or only a few times a day for slow-changing Channels.

Can my Orb break?

The electronics are pretty sturdy, but the Orb is made of frosted glass and may break if you drop it. Replacement glass shells are available at www.myambient.com.

Is there a penalty for cancelling my Premium Service?

None at all. There are no long-term contracts, no activation fees, and you can switch back to Basic Service at any time.

Will my long distance bills go up? How about my cell phone bill?

No. We handle all the information through our nationwide wireless network. The Orb does not require a phone line, cell phone, or computer to operate.

SUBSCRIBER SERVICE AGREEMENT

By Using This Product You Are Agreeing To Be Bound By the Following Terms and Conditions

1. Services and Equipment.

Ambient Devices, Inc. ("Ambient") will sell to Customer the messaging services on the Ambient Information Network ("Services") and the related equipment ("Equipment") offered by Ambient from time to time, subject to availability of Equipment and approval of Customer's credit by Ambient. Ambient will provide Services only where it is legally authorized and has the facilities to do so.

2. Bills, Payments and Prices.

Activation fees and initial Service fees, if any, must be paid at the time of activation by credit card or other means acceptable to Ambient. Ambient will thereafter charge Customer in advance for Services (except for fees based on overcalls or the amount of usage, which will be charged in arrears), plus taxes and assessments. Customer's payment is due in full, without discount or offset, (a) for billed accounts, 30 days after the invoice date, and (b) for all other accounts, on the date charged. Customer will be charged for Services, whether or not suspended, for all billing periods during which a telephone number or personal identification number is assigned to Customer. Customer's payment for Equipment purchased directly from Ambient is due in full when shipped or delivered, whichever occurs first. Ambient may charge customer interest on any balance not paid within 30 days after the due date at the lesser of (i) 1.5% per month or (ii) the maximum rate permitted by law, from the due date until paid. Customer waives any right to dispute any charge unless Customer notifies Ambient of the dispute within 30 days after receipt of notice of the charge. If a check is returned to Ambient marked unpaid, Customer will pay Ambient's then applicable returned check fee, which will be at least \$20. Customer authorizes Ambient to charge delinquent payments to Customer's credit card account. Customer will pay Ambient's standard list prices in effect from time to time.

3. Changes in Services or Equipment.

Ambient may add, delete or modify Equipment or Services at any time, including changes that may affect the coverage area of the Services. Ambient will make information thereof available to Customer, including prices for added Equipment or Services.

4. Term.

For other accounts, the Services will be provided for each period for which customer is billed or charged until terminated in writing by either party no less than 30 days prior notice. Notwithstanding the foregoing, Ambient may suspend Customer's service without prior notice in accordance with sections 8 or 10 of this agreement. After activation, neither Ambient nor any retailer will issue Customer credit for used or unused Services for which payment has been received.

5. No Proprietary Rights.

Customer has no proprietary right to any unique identifier number, capcode, transmission method, or micropacket offset assigned to said Customer. Ambient may alter any such value a necessary to comply with laws, regulations or in the course of business.

6. Repairs.

Ambient will repair or replace, at no cost to Customer, any Equipment that malfunctions during normal use (for reasons other than abuse or damage, including water damage) in the first 30 days after the date of purchase. Customer must notify Ambient of the malfunction within such period and deliver the Equipment to Ambient in accordance with its instructions.

7. Risk of Loss.

Customer bears all risk for lost, damaged or stolen Equipment. If offered by Ambient, Customer may enroll the Equipment in Ambient's Pager Loss Protection Program, upon Ambient's standard terms and conditions for the Program.

8. Default by Customer.

Customer will be in default ("Customer Default") if Customer (i) fails to make any payment by the due date; (ii) fails to perform any other obligation in this Agreement which continues for 30 days following Customer's receipt of written notice of default; or (iii) terminates its existence, discontinues business, has a receiver appointed for any of its property, makes any

assignment for the benefit of creditors, or has any proceedings under any bankruptcy, reorganization or similar laws commenced by or against it. Upon the occurrence of any Customer Default, Ambient may, immediately and without notice, exercise one or more of the following remedies, in addition to any other remedies available at law or in equity: (a) terminate this Agreement in whole or as to a specified part of the Equipment and Services; and (b) suspend any or all Services.

9. Default by Ambient.

Ambient will be in default ("Ambient Default") if Ambient (i) fails to perform any obligation in this Agreement which continues for 30 days following Ambient's receipt of written notice of default; or (ii) terminates its existence, discontinues business, has a receiver appointed for any part of its property, makes any assignment for the benefit of creditors, or has any proceedings under any bankruptcy, reorganization or similar laws commenced by or against it. Upon the occurrence of any Ambient Default, Customer may, immediately and without notice, terminate this Agreement in whole or as to a specified part of the Equipment and Services. The remedy provided in this Section is Customer's sole remedy for Ambient's failure to perform any obligation.

10. Exclusive Use.

Customer agrees that the Equipment and Services will not be used in any way which (i) is unlawful, fraudulent, excessive or abusive, or (ii) interferes with Ambient's ability to provide service to its customers, or (iii) damages Ambient's property. Customer will not use profane, abusive or harassing language when using, inquiring about or ordering Equipment and Services. If this Section is violated, then Ambient may immediately and without notice suspend all or any part of the Services and/or, upon 30 days notice to Customer, terminate this Agreement.

11. Denial of Service.

If Ambient determines that Customer is excessively using the Services, or is in any way causing an unreasonable burden on the Ambient Information Network, Ambient shall have the right to assess usage or other charges or otherwise modify Customer's pricing.

11. Disclaimer of Warranties.

Customer acknowledges that (i) Ambient is not the manufacturer of the Equipment nor the manufacturer's agent, and (ii) Ambient has not made any representation or warranty regarding the Equipment or Services not contained herein, and (iii) Customer is responsible for reading the operating instructions and warnings provided by the manufacturer of the Equipment, and (iv) the Equipment is manufactured to operate only on the network and radio frequencies of Ambient and carriers approved by Ambient, and not on the network or frequencies of other carriers, and (v) any Services provided to Customer in another country may be provided on a network owned or operated by another carrier ("Network Affiliate"). EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AMBIENT AND ITS NETWORK AFFILIATES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, INCLUDING AND WITHOUT LIMITATION TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Ambient and its Network Affiliates make no warranty as to the accuracy or reliability of the information contained in any message.

12. Limitation of Liability.

Customer acknowledges that messages may be lost or garbled for many reasons, such as dialing errors, power failures, communications network equipment failures, electronic interference and the recipient's messaging device being turned off or outside the coverage area or having a weak battery. This section applies notwithstanding to any other provisions of this Agreement. AMBIENT AND ITS NETWORK AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF (i) LATENT OR PATENT EQUIPMENT OR SERVICES DEFECTS, OR (ii) LOSS OF USE OF ANY OF THE EQUIPMENT OR SERVICES, OR (iii) THE CONTENT OF ANY MESSAGE, OR (iv) ANY FAILURE OR DELAY IN THE TRANSMISSION OR RECEIPT OF A MESSAGE, OR (v) ANY INTERCEPTION OR UNAUTHORIZED DISCLOSURE OF A MESSAGE. AMBIENT AND ITS NETWORK AFFILIATES SHALL NOT BE LIABLE FOR LOST PROFITS OR EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, THE EQUIPMENT OR THE SERVICES, EVEN IF AMBIENT AND ITS NETWORK AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIMITATION OF LIABILITY SET FORTH HEREIN IS

UNENFORCEABLE OR INAPPLICABLE FOR ANY REASON, AMBIENT AND ITS NETWORK AFFILIATES MAXIMUM AGGREGATE LIABILITY TO CUSTOMER UNDER ANY LEGAL THEORY (INCLUDING ITS OWN NEGLIGENCE) FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, THE EQUIPMENT OR THE SERVICES WILL NOT EXCEED THE LESSER OF THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER OR THE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC UNIT OF EQUIPMENT OR SERVICE AND SERVICE PERIOD OUT OF WHICH THE CLAIM AROSE.

14. Indemnification.

Customer will indemnify and hold harmless Ambient and its affiliates and their agents, employees, officers, directors, successors and assigns from and against all liabilities and expenses, including reasonable attorneys' fees, arising out of a Customer Default or any claim by anyone not a party to this Agreement and involving the use, condition or operation of any Equipment or the use of the Services. This indemnity shall survive the termination of this Agreement.

15. Applicable Law.

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF DELAWARE (EXCLUDING CONFLICTS OF LAW PRINCIPLES) AND WILL, TO THE MAXIMUM EXTENT POSSIBLE, BE DEEMED TO CALL FOR PERFORMANCE IN DELAWARE. EACH OF THE PARTIES WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY AND ANY CLAIM THAT (i) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, (ii) SUCH PARTY OR ITS PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS, OR (iii) SUCH COURTS ARE AN INCONVENIENT FORUM.

16. Notices.

All notices required or permitted by this Agreement shall be in writing and mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile transmission to the address or facsimile number of the party to whom addressed. A party may change its address or facsimile number by notice to the other party.

17. Presentation of Claims.

Except for disputes regarding invoices (see Section 2), any claim by Customer against Ambient arising out of this Agreement will be deemed irrevocably waived by Customer and will be barred, unless asserted in writing within one year following the date on which the claim arose.

18. Force Majeure.

Ambient will be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, court order, acts or regulations of governmental bodies, labor disputes or strikes, failure or loss of supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, other equipment failure or similar event beyond its reasonable control.

19. Effect of Change in Law or Regulation.

All of the terms of this Agreement are subject to all laws and regulations under which Ambient, the Equipment or the Services may be regulated. Notwithstanding anything to the contrary in this Agreement, Ambient may, in its sole discretion, change the prices charged for Equipment and/or Services or change the Equipment or Services provided under this Agreement upon 30 days prior notice to Customer if Ambient deems such change necessary to comply with applicable law or regulation, or if Ambient determines that a change in applicable law or regulation substantially affects Ambient's operating costs.

20. Miscellaneous.

This Agreement represents the parties' entire agreement and supersedes any prior agreement with respect to the subject matter hereof. THIS AGREEMENT MAY BE AMENDED BY AMBIENT UPON AT LEAST 30 DAYS WRITTEN NOTICE TO CUSTOMER WHOSE APPROVAL IS SHOWN BY WRITTEN CONSENT OR CONTINUED USE OF THE SERVICES AFTER THE DATE SPECIFIED IN SUCH NOTICE. Without the prior written consent of Ambient, Customer may not, by operation of law or otherwise, assign or encumber its rights or obligations hereunder. If any provision of this Agreement is unenforceable, such provision shall be reformed to the extent necessary to be enforceable. If the unenforceable provision cannot be reformed, this Agreement will be construed as if not containing the unenforceable provision. In the event of any collection or other action arising hereunder, Ambient shall be entitled to reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with such action. (ed. 4/03)



The Ambient Information Network extends the reach of digital information to new wireless products using light, meters, and motion to communicate at a glance. Our patent-pending technology allows everyday products to listen to a nationwide wireless network, keeping you in touch with the information that matters to you most.

In partnership with:



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