



Airtime Provided By:
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 FAX: 1-800-960-8939
www.globalcomsatphone.com
 888-636-0707

IMPORTANT SERVICE PLAN DETAILS

Duration of Contract: All Airtime Service Agreements are for a minimum term of one (1) year. All term revert to month to month plans after the initial term. 30 day written notice required to cancel a plan.

Airtime Rates: Airtime rates offered in our postpaid and prepaid plans are based on calls originating and terminating from/to anywhere in the world using your Inmarsat satellite phone to contact traditional telephones.

Why "Free" Incoming Calls Aren't Really Free: Calling an Isatphone Phone directly from a traditional telephone does not cost the Isatphone user anything. However, the person placing the call will be billed at a rate determined by their local phone company.

Calling Other Satellite Terminals: Calls to other satellite terminals (not on the Inmarsat satellite network) will be billed at the rates described below:

Additional Service	Rate	Initial Increments	Subsequent Increments
Inmarsat B Voice/Fax/Data	\$2.95/Min	30 Seconds	15 Seconds
Inmarsat M Voice/Fax/Data	\$2.50/Min	30 Seconds	15 Seconds
Inmarsat Mini-M Voice/Fax/Data	\$2.15/Min	30 Seconds	15 Seconds
Inmarsat GAN /Fleet/Swift 64	\$2.15/Min	30 Seconds	15 Seconds
Inmarsat Aero Voice	\$4.20 / Minute	30 Seconds	15 Seconds
Iridium Voice	\$4.90 / Minute	30 Seconds	15 Seconds
Globalstar Voice	\$4.90 / Minute	30 Seconds	15 Seconds
Thuraya Voice	\$3.45 / Minute	30 Seconds	15 Seconds
Other MSS Carriers	\$5.90 / Minute	30 Seconds	15 Seconds
BGAN, FBB, SBB Voice	\$0.85 / Minute	30 Seconds	15 Seconds
GSPS (or SPS) Voice	\$1.27	30 Seconds	15 Seconds

SMS Service – The "Short Messaging Service" allows your friends and family to send your Inmarsat phone text messages of up to 160 characters at a time. Sending text messages from your phone will cost 69 cents per text message you send, but are free to receive.

Data Service – The data service cost is \$1.99/minute.

Initial Costs – Customers who purchase a phone and service will initially be charged for the satellite phone, plus the cost of the prorated amount of the first partial month of airtime service plus the cost of the first two full months of airtime service. All airtime fees are non-refundable. A \$50 on time activation fee applies to all plans. Customers who purchase only a service plan will be bill a prorated amount for their first month of service.

Terms and Agreement

(1) Availability Of Limited Service: Service is generally available to satellite terminals equipped for this service when within the satellite footprint. Service is furnished to Customer or Customer's authorized user. A telephone number may not appear in more than one terminal. Customer has no property right in such number. GLOBALCOM reserves the right to assign, designate, or change such number, when, in its sole discretion, such action is reasonably necessary in the conduct of its business.

(2) GLOBALCOM Service: Customer has contracted to have GLOBALCOM provide the service under the terms detailed in this Agreement. Basic Satellite Service is provided via the Inmarsat network and utilizing land earth stations. Inmarsat service is provided through stations operated by Inmarsat. Customer agrees to remain as a subscriber of the service for a period of one year from the date of service activation, and furthermore,

agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. GLOBALCOM reserves the right to change rates at anytime.

(3) Renewal: All Post-paid plans automatically renew at the end of their term for another term of the same length (unless specifically cancelled by customer prior to their anniversary date).

(4) Cancellation/Deactivation of service: Customers wishing to deactivate their Inmarsat phone MUST contact GLOBALCOM before the end of the contract term or the phone will be automatically renewed and fees will continue to be charged to their account. Service Plans: All airtime plans may be cancelled subject to an early cancellation fee, as specified in other parts of the service agreement, or on the customer invoice. The early cancellation fee generally ranges from \$350 to \$700, depending on which plan was purchased. All airtime plans have a minimum duration of 12 – 18 months, and automatically renew unless written notice is given 30 days prior to the anniversary day of the contract. All plans revert to monthly terms after completion of the original term.

Service cannot be cancelled via a phone call to Globalcom.

An email to deactivate@globalcomsatphone.com providing 30 days notice is required for cancellation. Please include the SIM card number.

Service is not cancelled until the customer has received an email confirmation.

Prepaid airtime is purchased from Inmarsat is non-refundable.

GLOBALCOM reserves the right to terminate this Contract at any time during the contract period.

(5) Contractual Limitations/Plan changes: During the contract period, customer may change their pricing plan to a higher bundle free of charge. Moving to a lower pricing plan, when applicable, with fewer included minutes will incur a fee of \$50.00 and will renew the twelve-month contract period.

(6) Data Transmission Use & Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of satellite and other operating systems, GLOBALCOM makes no representation as to the success of voice or data calls through any system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (i.e.: next to a building/obstruction), all satellite systems (including low earth orbiting satellite constellations) have inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. GLOBALCOM can provide data setup technical support beyond the normal provided setup instructions at an additional charge. Please consult with a sales representative for more details.

(7) Invoicing and Guarantee of Payment of Services: GLOBALCOM will invoice customer monthly. This bill is due and payable upon receipt. Monthly recurring charges are billed monthly in advance. Customer understands that they are responsible for all air time charges, including but not limited to direct airtime, long distance and roaming charges (if applicable), and charges for any Customer-elected, value-added services (when available). Payment must be made in U.S. Dollars. Customer requests for direct billing are subject to credit approval and may be subject to required deposits and/or direct payment by credit card or a guarantee authorized against a valid accepted credit card.

(8) Taxes: The price of the service does not include sales, usage, excise, ad valorem, property, Federal Universal Service fees or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse GLOBALCOM for any such taxes.

(9) Deposits: Mobile Satellite services are granted subject to credit approval by GLOBALCOM. GLOBALCOM requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits of \$500 to \$1,000 are usually required for Non-US citizens or customers who do not have established credit. Customers will be advised prior to service activation if a deposit is required. Deposits will be refunded at service or contract termination.

(10) Foreign Credit Cards: Foreign credit cards will be accepted only after a complete verification has been done with the issuing bank. The issuing bank must contact the credit card holder and confirm the authorization for the charge to be approved. Verification of foreign credit cards may delay order processing for up to 72 hours. The deposit requirements in (8) above will still apply. GLOBALCOM reserves the right to decline any credit card transaction.

(11) Non-Payment / Breach: A late charge of the lesser of 1-1/2% per month will be applied to each of Customer's service bills not paid by the due date. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay GLOBALCOM all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by GLOBALCOM in exercising any of its rights under the Agreement. Should Customers service be suspended for non-payment GLOBALCOM will charge a decommissioning fee of \$50.00 per mobile terminal for re-activation of the suspended terminal. GLOBALCOM charges a fee of \$35.00 for returned checks or chargebacks.

(12) Limitation of Liability: The satellite services provided by GLOBALCOM may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. GLOBALCOM makes no representation that it can provide uninterrupted service. Furthermore, GLOBALCOM shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of GLOBALCOM. GLOBALCOM shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond our reasonable control.

GLOBALCOM MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. GLOBALCOM SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR

CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS IF CAUSED BY THE SOLE NEGLIGENCE OF GLOBALCOM.

(13) Subscriber Terminals and Equipment: Unless provided otherwise, GLOBALCOM is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer should notify GLOBALCOM immediately, but will still be held responsible for all charges as agreed upon in this Agreement.

(14) Licensing: Customers wishing to operate satellite phones while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. GLOBALCOM does not guarantee any authority to radiate from territories other than those allowing trans-border operations of satellite equipment.

(15) Governing Law: This contract is governed by the laws of the State of Texas and applicable tariffs.

(16) CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL ONLY BE BROUGHT IN STATE COURT IN DALLAS COUNTY, TEXAS. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.

(17) CUSTOMER FURTHER AGREES THAT THIS CONTRACT IS DEEMED EXECUTED IN TEXAS AND ALL TRANSACTIONS REGARDING THIS SERVICE AGREEMENT OCCURS IN TEXAS.