



GMPCS Sign Off



Fax back to 256-350-7859 or sign, scan and email to sales@globalcomsatphone.com

SERVICE AGREEMENT FOR INMARSAT bgan

Please Note: All airtime is billed from the United States in U.S. dollars.

FILL OUT ENTIRE FORM. Initializing pages 1, 2, 3 and signing pages 4, 5 and fax back to +1-256-350-7859

Part 1 CUSTOMER INFORMATION Business complete Sec. A Individuals complete Sec. B

A. **Business Account** Company Name: _____

Primary Contact: _____ (Fed ID/ Tax ID #): _____

Category: Corporation GSA Government (Non-GSA)

If Federal Tax exempt check here: (Must provide Tax Exempt documentation)

B. **Individual Account** Name: _____

Social Security Number _____ Date of Birth: _____

All must complete the following: (Attach legible copy of Government Issued ID/Driver's License or Passport)

C. Address _____

City _____ State _____ Post Code _____

Country _____ This address is the same as the physical address: YES NO

Phone (Daytime) _____ Phone (Evening) _____

FAX _____ Cellular _____

E-Mail: _____ Website: _____

PART 2 bgan TERMINAL & SIM CARD INFORMATION

	Unit 1	Unit 2	Unit 3
Terminal/SIM Name/Label			
bgan Serial No (IMEI)			
bgan SIM Card No (ICCID)			
Main Terminal Number			

If additional terminals and (or) SIM Cards are part of this Agreement, please use Inmarsat bgan Service Application Supplementary Sheet

Supplementary Sheet Attached (check only if used) - listing additional units.

Customer Initial _____

Part 3 BGAN SERVICE PLAN SELECTION

CHOOSE ONE of the following service plans for each terminal you purchase:

Check One	Service Plan	Service Fee	BGAN Voice Minutes Included	Background IP Data Included*	Rate for Additional Background IP Data*
	Standard Plan	\$39.95 Monthly	0	0 MB	\$6.50/MB
	Basic Plus Plan	\$65.00 Monthly	0	10 MB/Mo. Plus*	\$6.50/MB
	Basic Allowance Plan	\$130.00 Monthly	0	20 MB/Mo.	\$6.50/MB
	Mid-Level Allowance Plan	\$450.00 Monthly	30	100 MB/Mo.	\$5.20/MB
	High-Level Allowance Plan	\$2,800.00 Monthly	200	750 MB/Mo.	\$4.00/MB
	Super-Level Allowance Plan	\$5,800.00 Monthly	300	2 GB/Mo.	\$3.25/MB

*The Basic Plus Plan allows your unused monthly allotted Background IP Data units to roll over monthly (up to 120MB per year)
 Note: All service plans are on a one year contract, billed monthly for service fees. All subsequent terms will be for one year, except for the Basic Plus Plan (which is month to month after the first year). Any service plan changes will take effect on the 1st day of the following calendar month. All plan automatically renew unless Globalcom is notified 30 days in advance. (See "terms and conditions" for complete information).

Part 3a ADDITIONAL SERVICE FEES

The following is a list of additional fees that will be charged to your account if you either exceed the amounts allotted in your service plan, or if you use services not covered by your service plan.

Additional Service	Rate	Initial Increments	Subsequent Increments
Background IP	\$6.50 / MB*	50 Kbytes (Minimum) *	10 Kbytes *
BGAN Voice to Fixed – 4 Kbps	\$0.99 / Minute	30 Seconds	15 Seconds
BGAN Voice to BGAN – 4 kbps (Includes Calls To Voicemail)	\$0.80 / Minute	30 Seconds	15 Seconds
BGAN ISDN – 64 Kbps	\$6.25 / Minute	30 Seconds	15 Seconds
IP Streaming – 32 Kbps	\$2.25 / Minute	30 Seconds	15 Seconds
IP Streaming – 64 Kbps	\$6.25 / Minute	30 Seconds	15 Seconds
IP Streaming – 128 Kbps	\$10.63 / Minute	30 Seconds	15 Seconds
IP Streaming – 256 Kbps	\$18.07 / Minute	30 Seconds	15 Seconds
Short Messaging Service	\$0.45 / Per 160 Character Msg.	160 Characters	160 Characters

Data Abbreviations: MB= Megabytes; GB= Gigabytes; 1 GB = 1,024 Megabytes; 1 MB = 1024 Kilobytes; 1 Kilobyte =8 Kilobits

Customer Initial: _____

4 - BILLING & INVOICING:

A. BILLING

Customers will receive an email containing monthly billing data.

B. PAYMENT

AUTO BILL PAY via MONTHLY AUTOMATIC CREDIT CARD PAYMENT

Card Number _____ Security Code* _____ Expiration _____ (MM/YY)
(* 3 digit Security Code can be found on the back of the M/C & Visa Cards, and will be 4 digit code on front of AMEX)

Name on Credit Card: _____

Company Name on Card (if applicable): _____

Credit Card Billing Address: _____
(if different from above)

City _____ State _____ Post Code _____ Country _____

IMPORTANT NOTE: All Foreign Customers (without a United States Social Security number) are subject to a \$1,000 deposit for each terminal. Globalcom does not accept third party credit cards or Non-U.S. originated credit cards.

Billing Notes

- All Pricing in U.S. Dollars (\$/USD)
- Billing Increments (Minute Services) – 30 second increments.
- Billing Increments (Data Services) – 50 Kbytes minimum per each 12 hour period, with additional data billed in 10 Kbyte increments.
- SMS service = 160 character message maximum.

Customer Initial _____

Part 5

******* WARNING *******

IMPORTANT BGAN TERMINAL OPERATION NOTIFICATION & ACKNOWLEDGEMENT

Inmarsat bgan terminals are capable of making high speed (broadband) Internet connections that can result in SIGNIFICANT AIRTIME BILLS for satellite airtime if usage is not monitored and controlled. Service Users must use extreme caution when connecting this terminal to a computer network that may request or search for Internet access. If you have any questions about connecting your terminal to a network, contact GLOBALCOM or a computer network specialist. Please be aware that there are significant differences between direct ISDN Connections, Streaming IP and background IP connections.

Please check the appropriate box below and initial where indicated to acknowledge your preferred response to this warning.

I have read and understand this warning and:

I WOULD LIKE GLOBALCOM TO SUSPEND OPERATION OF THE TERMINAL AT A PREDETERMINED LEVEL AND SEND ME AN E-MAIL NOTIFICATION (sent to the email address on page one PART 1C – or additionally provided here). GLOBALCOM WILL CONTACT ME TO DISCUSS OPTIONS AND SET SUSPENSION LIMITS PRIOR TO COMPLETING ACTIVATION OF THE bgan SERVICE

SUSPENSION LEVEL I WOULD LIKE TO SET _____ (DEFAULT \$2500.00) CUSTOMER INITIAL _____

Acct. Mgr. _____

Addl' email _____ Addl' email _____

I UNDERSTAND THE POTENTIAL FOR SIGNIFICANT AIRTIME USE THROUGH THIS TERMINAL, **BUT, I DO NOT WISH TO UTILIZE GLOBALCOM's ADVISORY OR SUSPENSION SERVICE AT THIS TIME.**

CUSTOMER INITIAL _____

*While Globalcom will attempt to advise all respective parties of their impending and encroaching limit, the burden of responsibility and discretion remains with that of the subscriber. It is solely their responsibility to ascertain that all equipment is properly engaged and managed accordingly. Globalcom assumes no liability as a result of this election for any apparent and incurred overages that may arise. Customer understands and accepts this responsibility

Signature _____

Date _____

Part 6

TERMS AND CONDITIONS

Notice: This Service Agreement is for a minimum of **one (1) year**. All airtime is billed from the United States in U.S. Dollars (USD).

(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 and pricing under the terms detailed within this Agreement at Part 3. Inmarsat bgan Service is provided via Inmarsat land earth stations and network connectivity through Telenor Satellite Services and/or France Telecom Mobile Satellite Communications. 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 any time.

(3) Data Transmission Use & Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, GLOBALCOM makes no representation as to the success of data calls through the 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), customer is also responsible for any data transmission at optimum speed, whether intended or not. Customer has been made aware of potential for significant airtime bills and accepts this responsibility Part 5. All satellite systems have some 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.

(4) Changes/Early terminations/Contractual Limitations: During the contract period, customer may change their pricing plan to a higher bundle without additional charge. Moving to a lower cost plan or canceling a service plan requires customer to continue to make the minimum payments of their original service plan for the remainder of their original contract period, then new plan rates will apply. Changing any service plan will renew the contract period for **12 months** as of the effective date of the change.

(5) Renewal: All service plans automatically renew at the end of their term unless GLOBALCOM receives notification in writing prior to the end of contract term. Successive renewals will be for one (1) year service periods at the same terms and conditions contained herein.

(6) Assignment: This Service Agreement cannot be assigned without the written consent of GLOBALCOM.

(7) Notice of Change/Termination: Notice of change or termination should be made in writing to the GLOBALCOM Customer Service Department at 1501 Green Rd. Suite A-B, Pompano Beach, FL. 33064 , USA, no less than thirty (30) days prior to the expiration of any term of this Agreement. GLOBALCOM reserves the right to terminate this Contract at any time during the contract period.

(8) 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.

(9) Taxes: The price of the service does not include sales, usage, excise, ad valorem, property 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.

(10) 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 may be 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 and all airtime has been paid.

(11) 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. All deposits for terminals will still apply. GLOBALCOM reserves the right to decline any credit card transaction.

(12) 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 or re-activation fee of \$50.00 per mobile terminal for re-activation of the suspended terminal. Additional deposits may be required after such an event.

(13) 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.

(14) 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 is responsible for all charges as agreed upon in this Agreement until proper written documentation is received and confirmed by GLOBALCOM.

(15) 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 Inmarsat equipment. For more information on this, please consult with your GLOBALCOM Account Manager.

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

(17) CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT HAVING PROPER JURISDICTION WITHIN THE STATE OF ALABAMA. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.

Signature_____

Date_____