

GlobalCom Satellite Communications

Order Form

4511 Eddie Rickenbacker, Addison TX 75001 1-888-636-0707 FAX all pages to 1-800-960-8939

Date		Time		Phone number		
Name				Facsimile number		
Company*				Credit Card Number		
Shipping Address				Exp Date	Sec Code	Type CC
City		State		Zip		
E-Mail Address				Billing Address		
Delivery	Overnight	2nd Day	3rd Day	Ground		
City		State		Zip		

Description	Item #	Qty	Price	Total
THRANE&THRANE EXPLORER 500 BGAN TERMINAL includes: bgan unit, 2M ethernet cable, power cable, USB cable 2.0 A, battery pack, AC/DC power adapter 15V/50W, manual on CD.	TT-EXP-500		\$3458.00	
AC/DC POWER SUPPLY FOR EXPLORER 500	TT-EXP-AC-DC		\$149.00	
BATTERY FOR EXPLORER 500	TT-EXP-BAT		\$212.00	
DC ADAPTER FOR EXPLORER 500	TT-EXP-DC-DC		\$73.00	
BLUETOOTH HANDSET FOR EXPLORER 500	TT-EXP-BTHAND		\$485.00	
BLUETOOTH HANDSET DESKTOP CHARGER CRADLE	TT-EXP-BTCHARGER		\$108.00	
POLE MOUNT FOR 500 BGAN TERMINAL	TT-EXP-MOUNT		\$193.00	
INTL TRAVEL ADAPTER PLUG KIT Includes 6 adapters for almost every european plug	HNS-BGAN-EURO		\$30.00	
SOFT CARRY CASE FOR EXPLORER 500	TT-EXP-CASE		\$129.00	
SOLAR PANEL - 60 Watt. Lightweight and powerful. This 60 Watt 3.3 AMP Solar Panel is capable of supplying the BGAN terminal with full operating power independent of the battery. 3 Folding Panels. Folded Measurements 13" x 18" x 1". Requires DC/DC adapter.	SOLAR-60W		\$1,986.00	
PELICAN 1500 WATERTIGHT HARDCASE w/ pick n pluck foam. Securely fits the bgan unit and its original included items (see above). Inside Dims 17"x 11-7/16" x 6-1/8".	PEL-1500		\$159.95	
PELICAN 1550 WATERTIGHT HARDCASE w/ pick n pluck foam (Inside Dims 18-3/4"x 14-3/8" x 7-5/8") Fits the bgan unit and a laptop computer, plus additional cables.	PEL-1550		\$217.95	
PELICAN 1600 WATERTIGHT HARDCASE X-tra large case w/ pick n pluck foam. Enough room for BGAN unit, plus notebook computer, cables, accessories and lots of extras. Circle One: Black Yellow Orange (Inside Dims: 21 3/4" X 16 13/16" X 7 7/8")	PEL-1600		\$251.50	
TOTAL:				

Customer Signature:

50.00 activation fee



Airtime Provided By:
HP Communications, Inc dba Globalcom Online

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Please include purchase order (if required) &
FAX BACK TO GLOBALCOM: 1-800-960-8939
sales@globalcomsatphone.com
www.globalcomsatphone.com
888-636-0707



GLOBALCOM SERVICE AGREEMENT FOR BGAN SERVICES

Part 1 YOUR INFORMATION

Please fill out the information below, sign and return to Globalcom via fax (800-960-8939), e-mail or mail. [All information kept strictly confidential]

Company Name: _____ P.O. # _____

First Name: _____ Middle Initial: _____ Last Name: _____

Social Security Number (or EIN): _____ Date of Birth: _____

Mailing Address _____

City _____ State _____ Post Code _____ Country _____

Phone (Daytime) _____ Phone (Evening) _____

FAX _____ Cellular: _____

E-Mail Address: _____

Secondary Contact : _____ Phone #: _____

Part 2 PAYMENT :

GLOBALCOM requires a credit card deduction for automatic monthly or yearly billing for each individual airtime account. Globalcom also offers additional options such as warning notifications when certain levels are reached.

Part 2a - Automatic Deduction From Credit Card :

Card Number _____ Security Code* _____ Expiration _____ (MM/YY)

(*Security Code: M.C. & Visa: on back of Card:- (3 digits); AMEX on Front of card (4 digits)

Name as it appears on Credit Card: _____

Billing address is the same as the address in part 1: YES NO (if No, please indicate billing address below):

Credit Card Billing Address: _____

City _____ State _____ Post Code _____ Country _____

I _____ hereby authorize GLOBALCOM to process credit card vouchers in my name and agree to pay for all charges incurred under the terms and conditions of this Agreement. I have read this Agreement, understand and agree with all terms and conditions and indicate so by executing this Authorization. I further agree that **It is my responsibility to ensure that my credit card information, including expiration date is current.**

Signature of card Holder

Part 3 ACCOUNT STATEMENT:

Account statements are emailed monthly to the email address listed above.

Part 4 BGAN AIRTIME SERVICE PLANS

Selected the service level by placing a check mark next to the desired plan:

Check One	BGAN Service Plans	Service Fee	BGAN Voice Minutes Included	Background IP Data Included*	Rate for Additional Background IP Data*	Contract Length (Months)	Additional Voice Minutes to Landline
<input type="checkbox"/>	Economy	\$39.00 <i>Monthly</i>	0	0 MB	\$6.50/MB	12	.99 cents
<input type="checkbox"/>	Lite Plan	\$49.00 <i>Monthly</i>	0	0 MB	\$6.29/MB	12	.99 cents
<input type="checkbox"/>	Entry Plan	\$119.00 <i>Monthly</i>	0	20 MB/Mo.	\$6.19/MB	3, 6 or 12	.99 cents
<input type="checkbox"/>	Mid-Level Plan	\$449.00 <i>Monthly</i>	30	100 MB/Mo.	\$5.09/MB	6 or 12	.99 cents
<input type="checkbox"/>	High-Level Plan	\$2,749.00 <i>Monthly</i>	200	750 MB/Mo.	\$3.89/MB	12	.99 cents
<input type="checkbox"/>	Super-Level Plan	\$5,849.00 <i>Monthly</i>	300	2 GB/Mo.	\$3.09/MB	12	.99 cents

Note: Service plans length options are described in the table above. Fees are billed monthly. All subsequent terms will be for a term equal to the first year, except for the Economy 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. (See "terms and conditions" for complete information).

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 Cellular	\$1.19 / Minute	30 Seconds	15 Seconds
BGAN Voice to Iridium, Thuraya	\$3.99 / Minute	30 Seconds	15 Seconds
BGAN Voice to Globalstar	\$4.99 / Minute	30 Seconds	15 Seconds
BGAN ISDN – 64 Kbps	\$5.99 / Minute	30 Seconds	15 Seconds
IP Streaming – 32 Kbps	\$3.25 / Minute	30 Seconds	15 Seconds
IP Streaming – 64 Kbps	\$5.45 / Minute	30 Seconds	15 Seconds
IP Streaming – 128 Kbps	\$9.15 / Minute	30 Seconds	15 Seconds
IP Streaming – 256 Kbps	\$16.25 / Minute	30 Seconds	15 Seconds
Short Messaging Service	\$0.59 / 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

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 TO ESTABLISH AN AMOUNT TO SEND ME AN EMAIL ADVISORY (sent to the email address on page one PART 1 – or additionally provided here). GLOBALCOM WILL CONTACT ME TO DISCUSS OPTIONS AND SET ADVISORY LIMITS PRIOR TO COMPLETING ACTIVATION OF THE BGAN SERVICE

ADVISORY AMOUNT I WOULD LIKE TO SET: _____ (DEFAULT \$2500.00) CUSTOMER INITIAL _____

Notification Email _____

ADVISORY LEVEL SET AT _____ Acct. Mgr. _____

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 1 – 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. _____

Notification Email _____

I UNDERSTAND THE POTENTIAL FOR SIGNIFICANT AIRTIME USE THROUGH THIS TERMINAL, BUT, I DO NOT WISH TO UTILIZE GLOBALCOM' 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

- (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 4. Inmarsat BGAN Service is provided via Inmarsat land earth stations and network connectivity through Inmarsat. Customer agrees to remain as a subscriber of the service for a period of **ONE** year from the date of service activation (except where otherwise noted), 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 in 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 the address listed above, 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 bill individuals by charging the customer's credit card provided above for this purpose, on a monthly basis. 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). 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. 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 Florida 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 TEXAS. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.**

Signature _____

Date _____

Globalcom Terms & Conditions - Sales & Service

HP Communications, Inc. doing business as GlobalCom (hereinafter referred to as "GlobalCom"). GlobalCom Satellite Communications is a provider of Inmarsat, Globalstar and Iridium Satellite Equipment. The following Terms and Conditions apply to all sales, rental and service agreements by GlobalCom Satellite Communications.

Payment and Sales Tax: GlobalCom accepts cash, certified checks wire transfers, and VISA, MasterCard, and American Express credit cards for all purchases and services. GlobalCom charges sales tax on all shipments to Alabama destinations. Equipment is shipped subject to receipt of a completed and signed service agreement from the customer and credit approval. Based on its credit review, GMPCS, Telenor, or Globalstar the service providers, may require a cash deposit and/or automatic credit card payment of monthly service and airtime.

- 1. All Sales are Final:** As a standard practice, GlobalCom honors all manufacturers' warranties, and will assist customers in processing warranty claims, however all sales of equipment by GlobalCom are final. Refused or undeliverable shipment will be subject to a restocking fee of 20%. In addition to applicable shipping transaction and insurance fees.
- 2. Shipping Status:** GlobalCom generally ships all orders within 24 hours of being placed, unless product is on back order, limited availability or special order status. Orders placed on weekends or holidays are shipped the following business day.
- 3. Shipping Methods:** Products are normally shipped using standard UPS Ground shipping. Upon customer's request GlobalCom will expedite shipping via UPS air shipping or other means.
- 4. Restocking Fee:** Refused or undeliverable shipments will be subject to a restocking fee of 20%. In addition to applicable shipping, transaction and insurance fees.
- 5. Shipping Restrictions:** GlobalCom does not ship to APO addresses or Post Office Boxes.
- 6. Back Orders:** At GlobalCom, we continuously update our product listings to ensure the accuracy of inventory availability. When a product is listed as out of stock, your order will be automatically placed on back order. GlobalCom charges your credit card for the entire order amount. Items placed on back order are shipped as soon as they become available from the manufacturer.
- 7. Order Cancellation:** GlobalCom reserves the right to cancel a sale or to issue a Return Merchandise Authorization (RMA) for merchandise that is advertised in error, is unexpectedly out of stock, does not conform to specifications, or was shipped in error.
- 8. Advertising Disclaimer:** GlobalCom is not responsible for product prices advertised in error. Advertised prices and available quantities are subject to change without notice. Prices advertised in the Special Deals email are valid for 5 days from date of issue.
- 9. Fraud:** It is a violation of the law to place orders under a false name or with an invalid credit card. We have a sophisticated Fraud Control system that screens for suspicious orders, which are subject to investigation and possible cancellation by our Fraud Control team. Fraudulent ordering will be prosecuted to the fullest extent of the law. Please be aware that even if you do not give GlobalCom your real name, your Web browser transmits a unique address to us, which can be used by law enforcement officials to identify you. Both the FBI and the US Secret Service are responsible for investigating Internet fraud cases.
- 10. System Availability:** GlobalCom makes every effort to maintain 100% system availability, except during scheduled maintenance periods. Should we experience technical difficulties, GlobalCom is not responsible for orders that are not processed or accepted.
- 11. Limitation Of Liability:** The voice and data services provided by satellite service providers may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. GlobalCom makes no representation that its service providers can provide uninterrupted service. Furthermore, GlobalCom shall have no liabilities or credit due for interrupted service unless caused by any wanton acts 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 causes beyond our reasonable control. **GlobalCom makes no warranties with respect to the service or equipment 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 and Globalcom are specifically released from any such damages by Customer. Any liability of Globalcom for damages arising directly or indirectly from the performance of the agreement shall be expressly limited to the purchase price of the goods or services with respect to which damages are claimed.
- 12. Governing Law:** The contract is governed by the law of the State of Alabama and applicable tariffs.
- 13. Customer agrees to arbitrate under the terms located on enclosed document and at www.globalcom-usa.com arbitration agreement covers claims that (a) arise out of or relate to this Agreement and any Sales, Service, or Rental Agreement; (b) arise out of or relate to any past transactions or dealings between us; (c) arise out of or relate to any future transactions or dealings between us; and (d) disputes about whether any claims, controversies, or disputes between us are subject to arbitration to the extent permitted by federal law.**

Signature _____ Date _____

ALTERNATIVE DISPUTE RESOLUTION (ARBITRATION) AGREEMENT

(1) **Agreement to Arbitrate.** In mutual consideration of the sale and purchase of goods or services, you for yourself, your heirs, successors and assigns (the "Buyer") and we (the "Seller" and all of its directors, officers, employees, agents, parent corporations, subsidiary corporations, corporations affiliated with Seller by direct or indirect common ownership, and assigns) agree with limited exception as set forth herein, that any and all disputes, claims, or controversies of any kind and nature between us arising out of or relating to the relationship between us will be resolved through mandatory, binding arbitration. This agreement to arbitrate covers claims that (a) arise out of or relate to this Agreement and any Sales, Service, or Rental Agreement; (b) arise out of or relate to any past transactions or dealings between us; (c) arise out of or relate to any future transactions or dealings between us; and (d) disputes about whether any claims, controversies, or disputes between us are subject to arbitration to the extent permitted by federal law. Because you and we have agreed to arbitration, **both of us are waiving our rights to have disputes resolved in court by a judge or jury except as set forth below.**

(2) **Exceptions to Arbitration.** Notwithstanding any language in this Agreement to the contrary, in the event of a Default in payment by you the Buyer under any Sales, Service, or Rental Agreement, the Seller may seek its remedies in an action at law; and, its decision to do so shall not be deemed to be a waiver of its right thereafter to insist upon and seek specific enforcement of its rights under this Agreement, in the event that the Buyer shall assert a counterclaim or right of setoff in such judicial or non-judicial action.

(3) **Arbitration to Be Conducted by American Arbitration Association.** Except as modified hereby, the arbitration shall be conducted by the American Arbitration Association according to the rules and procedures of the American Arbitration Association.

(4) **Costs of Arbitration.** Each party shall bear its own costs of arbitration including all filing fees and legal expenses.

(5) **Location of Arbitration.** The arbitration hearing and proceedings shall be conducted in the offices of the arbitrator.

(6) **Law Applicable to Arbitration Proceedings.** The arbitrator is required to follow all substantive law applicable to any dispute, including, without limitation, the applicable statute of limitations. The arbitrator will be bound by the Federal Rules of Evidence, and must respect any applicable attorney-client privilege, attorney work-product privilege, and any other applicable privilege. The arbitrator is required to issue a written decision setting forth the decision and the reasons for that decision. You and we agree that the arbitrator's decision will be final, binding, and enforceable in any court of competent jurisdiction.

(7) **Judicial Review of Arbitrator's Decision.** Except as set forth herein, you and we agree that the arbitrator's decision **CANNOT BE APPEALED.** The arbitrator's decision is subject to judicial review only on the grounds set forth in Title 9, Section 10 of the United States Code, as well as on the ground that the decision, findings, or rationale of the decision is manifestly inconsistent with the terms of this Agreement, the Rental, Services, or Sales Agreement, or the Federal Arbitration Act.

(8) **No Class Actions or Joinder of Additional Parties.** You agree that you will not serve as a class representative or participate as a class member in an arbitration proceeding, that only your claims will be addressed in the arbitration proceeding, and that additional parties cannot be added to the arbitration proceeding unless you and we agree in writing before the arbitration. A dispute between us that is required to be arbitrated under this Agreement, will be arbitrated only between us, even if there are additional parties to the dispute or even if you make allegations that your dispute should be handled as a class action.

(9) **Severability and Reformation.** If it is ever determined that some portion of this Agreement is void, voidable, or unenforceable, or if the inclusion of some provision in this Agreement would render the Agreement unenforceable, you and we agree that the void, voidable, or unenforceable provision or the provision that renders the Agreement unenforceable will be severed from the remainder of the Agreement, leaving the remainder of the Agreement enforceable. You and we further agree that a court may reform any portion of this Agreement found to be void, voidable, or unenforceable, or the inclusion of which would render this Agreement unenforceable.

(10) **Federal Arbitration Act Applies.** The parties understand and agree that this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act.

BUYER: _____ Seller: HP Communications d/b/a Globalcom BY: _____

Its: _____