

Airtime Provided By: HP Communications, Inc dba Globalcom Online

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 IRIDIUM SERVICES**

## Part 1 YOUR INFORMATION

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

Company Name:		P.O. #		
First Name:	Middle Initial	: Last Name:		
Social Security Number (or Tax ID):		Date of	Birth:	
Mailing Address				
City			Country	
Phone (Daytime)		Phone (Evening)		
FAX		Cellular:		
E-Mail Address:				
Secondary Contact :		Phone #:		

#### Part 2 PAYMENT :

GLOBALCOM requires a credit card or eCheck bank deduction for automatic monthly or yearly billing for each individual airtime account. Globalcom also offers additional options such as prepaid airtime and 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. & Vis	sa: on back of Card:- (3 digits),	; AMEX on Front of card (4	digits)	
Name as it appears on Cree	dit Card:			
Billing address is the same	as the address in part 1:  _YE	$S \square NO$ ( if No, please indic	ate billing address below	w):
Credit Card Billing Address	:			
City	State	Post Code	Country	
understand and agree with	rges incurred under the terms a all terms and conditions and in hat my credit card informatio	dicate so by executing this A	ment. I have read this A Authorization. I further ag	Agreement,

Signature of card Holder

## Part 3 ACCOUNT STATEMENT:

Account statements are emailed to the email address listed above.

## Part 4 SATELLITE PHONE INFORMATION (to be completed by Globalcom):

Phone #1: IMEI: 3000		(Under Battery)
SIM Card #	_	(On SIM Card)
SATELLITE TELEPHONE #	8816	

(For additional units, please attach a separate sheet with the above information clearly indicated)

#### Part 5a IRIDIUM AIRTIME SERVICE PLANS

Plan	Service Fee	Minutes Included	Additional Minutes	Voice Mail
 Basic	\$64.95 / Month	10 / Month	\$1.39	Free
 Entry	\$69.95 / Month	20 / Month	\$1.29	Free
 Standard	\$77.95 / Month	30 / Month	\$1.19	Free
 Traveler	\$134 / Month	60 / Month	\$1.19	Free
 Explorer	\$147 / Month	100 / Month	\$1.09	Free
 Value	\$277 / Month	250 / Month	\$.99	Free
 Annual	\$779.95 / Year	3 / Month	\$1.39	Free

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

All airtime plans are annual airtime plans with an early cancellation penalty of \$200 during the first year. Unused included monthly minutes do not roll over to the next month. A \$50 on time activation fee applies to all plans. All plans are billed for the Federal Universal Service Fee (Tax).

#### +1 Access Service

This option allows Iridium customers to have a "U.S" phone numbers so people calling them won't be charged international calling charges. Satellite phone airtime charges still apply to the iridium customer.

\_\_\_\_ +1 Access Service

\$ 9.50 / Month plus \$2.49 per Min.

The +1 Access service is developed to provide Iridium post paid subscribers with a U.S.-based +1 phone number in addition to their existing 8816 phone number. As the 8816 country code can be difficult to dial in certain parts of the world and can generate high call charges for the calling party, the +1 Access enables simpler and less expensive calling of Iridium subscribers. The +1 Access can be added to any Iridium post paid account. The +1 Access service is similar in concept to two-stage but doesn't require any user intervention. Each +1 number is directly mapped in the switch to an accompanying 8816 number. When a call is received via +1, the system identifies the correct MSISDN and routes the call to the Iridium user. The process is seamless, but there will be a slight delay prior to call connection - as is currently experienced with two stages.

Iridium subscribers will gain from the added convenience of having a U.S. phone number linked to their Iridium phone. Subscribers can manage their call costs and caller access by choosing to distribute their 8816 phone number or their +1 phone number. Customer satisfaction will increase as callers are able to avoid the high PSTN termination charges associated with direct dialing.

Due to network structure, data is not available with the +1 Access service. The +1 Access service is currently not available to prepaid subscribers.

#### Two stage dialing option

This option is more affordable for the person dialing to the Iridium phone, but will cost the Satellite phone subscriber \$1.99 per minute. To place these calls first dial the Arizona Iridium gateway at 480.768.2500. This will be considered a long distance call for the person calling from the US. Once dialed the voice prompt will welcome you and ask for the Iridium number you would like to call. At this point you will dial the 12 digit Iridium number you would like to call. At this point you will dial the 12 digit Iridium number you would like to call.

Keep in mind that the phone call will only go through if the satellite phone being called is turned on and receiving signal by being outside. If the Satellite phone is not receiving a signal from the satellite network than any voice calls to that phone will be sent to voicemail. If you leave a voice mail on the Iridium phone, the subscriber to that phone will be notified the next time the phone is registered on the Iridium network.

#### Part 5b IMPORTANT SERVICE PLAN DETAILS

Duration of Contract: All Post Paid Airtime Service Agreements are for a minimum term of one (1) year.

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

Why "Free" Incoming Calls Aren't Really Free: Calling an Iridium Phone directly from a traditional telephone does not cost the Iridium user anything. However, the person placing the call will be billed at a rate determined by their phone company (at an average cost of \$3.00- \$7.00 per minute)

The Better Way To Contact An Iridium Phone: "2 Stage Dialing" is the easiest and most cost effective way to call your Iridium phone. Have your callers contact you by dialing the Iridium special two stage service at **1-480-768-2500** and then they can simply enter your Iridium phone number when prompted. Calls placed in this manner will be billed to your postpaid account and will be listed as "2 Stage" calls on your bill (if you are on a prepaid plan, the Sim card will deduct this cost automatically). These calls are billed at a rate of \$1.99/minute to you and the caller only has to pay their standard long distance rate for a phone call to Arizona.

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Calling Other Satellite Terminals: "Iridium" calls are billed at \$1.39 per Minute. Calls to other satellite terminals (not on the Iridium satellite network) will be billed at a flat rate of \$11.00/minute.

<u>SMS Service</u> – The Iridium "Short Messaging Service" is available via the internet, and allows your friends and family to send your Iridium phone text messages of up to 160 characters at a time by simply going to the GLOBALCOM website and clicking on the "SMS Service" button, then clicking on the Iridium logo. The text message is free for anyone sending messages to your phone. Sending text messages from your iridium phone will cost 75 cents per text message you send, but are free to receive.

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

#### Part 6 Terms and Agreement (Please read and sign where indicated) Globalcom - Mobile Satellite Services 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 at Sections 5a and 5b. Basic Satellite Service is provided via the Iridium network utilizing land earth stations. Iridium service is provided through stations operated by Iridium, LLC. 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.

(2.1) Renewal: All Post-paid plans automatically renew at the end of 12 months (unless specifically cancelled by customer prior to their anniversary date).

(2.2) Cancellation/Deactivation of service: Customers wishing to deactivate their Iridium 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. Prepaid airtime is purchased from Iridium non-refundable.

(3) Early terminations: Early terminations of yearly service are subject to a \$200.00 cancellation fee per terminal. Customer may renew for successive one (1) year service periods at the same terms and conditions contained herein. Notice of termination should be in writing to: GLOBALCOM Customer Service Department, 7607 Kilmichael Ln., Dallas, TX USA no less than thirty (30) days prior to the expiration of any term of this Agreement. This Service Agreement cannot be assigned without the written consent of GLOBALCOM. GLOBALCOM reserves the right to terminate this Contract at any time during the contract period.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

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(10) 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.

(11) 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.

(12) 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.

(13) 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.

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

(15) 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.

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

I acknowledge that I have read, understand and will be bound by all the terms and conditions included in all pages of this Service Agreement. I further acknowledge that I am fully authorized to sign as responsible party and that I authorize GLOBALCOM, or its representatives to access and review the information and references identified within this application, obtain my personal credit report and credit history and/or all other relevant information and materials that I provide for the purpose of identifying my financial status and creditworthiness. I understand that my completion of this Service Agreement does not guarantee service.

Customer Signature

Date

Printed Name