



Inmarsat Fleet Broadband (FBB) Satellite Service Agreement

Please print legibly. Complete ALL information fields and return entire Agreement to SatellitePhoneStore.com via:

FAX: 1.877.971.2255

MAIL: 1945 17th Street

SCAN & EMAIL: Inmarsat@satellitephonestore.com

Sarasota, FL 34234

SECTION 1 - CUSTOMER INFORMATION

Personal Commercial Government

Customer Name Company Name Date of Application

Applicant's Address

City State Zip Country

Daytime Phone Number Cell / Mobile Number Fax Number

Primary email Secondary email:

*Used to send shipping confirmation, billing records and SPS updates.

Alternate contact person information:

Name Phone Number Email

Delivery address is different from above Residential Commercial

Attention to:

Street Address

City State Zip Country

This RENTAL AGREEMENT ("Agreement") is made and entered into as of the date indicated below between Whenever Communications LLC. DBA: SatellitePhoneStore.com and the Customer.



CALL US 1-877-WHENEVER (943-6383)

SECTION 1.2 – VESSEL INFORMATION

- Vessel Name:
- Vessel Type:
- Call Sign:
- IMO Number:
- MMSI:
- Gross Tonnage:
- Country REG:
- Emergency Number:
- Emergency Person:

SECTION 1.3 FLEET BROADBAND SERVICE PLAN SELECTION AND RATES

Service Start Date (MM/DD/YY)

Please check the box beside the Monthly or Annual service option and the plan desired. If requesting service for more than one Fleet Broadband SIM card please enter the quantity here: _____

Fleet Broadband Service Plans:

	<input type="checkbox"/> <i>Standard</i>	<input type="checkbox"/> <i>Entry</i>	<input type="checkbox"/> <i>Mid</i>	<input type="checkbox"/> <i>High</i>
Monthly Cost <input type="checkbox"/>	\$0	\$949	\$2,345	\$3,900
Annual Cost <input type="checkbox"/>	\$0	\$11,178	\$26,400	\$41,250
In Bundle Allowance (MB)	NA	126 MBs	385 MBs	1042MBs
Out of Bundle Cost (MB)	\$10.25/MB	\$8.22/MB	\$6.87/MB	\$4.16/MB
Voice to Landline (MIN)	\$0.93/MIN	\$0.75/MIN	\$0.57/MIN	\$0.38/MIN
Voice to Cell Phone	\$1.38/MIN	\$0.95/MIN	\$0.72/MIN	\$0.44/MIN
Voice Mail	\$0.79/MIN	\$0.79/MIN	\$0.79/MIN	\$0.79/MIN
FBB to FBB, BGAN or SBB	\$0.93/MIN	\$0.93/MIN	\$0.93/MIN	\$0.93/MIN
Fax (Group 3)	\$5.48/MIN	\$5.48/MIN	\$5.48/MIN	\$5.48/MIN
SMS Message	\$0.42	\$0.42	\$0.42	\$0.42
Minimum Duration (Months)	0	12	12	12



SECTION 1.3 FLEET BROADBAND SERVICE PLAN SELECTION AND RATES (continued)

Minute = (MIN) Megabyte = (MB)

For the majority of our customers the Standard plan is the most popular as it does not accrue a monthly service charge to keep the satellite terminal online. For users that expect to utilize the system on a monthly basis we recommend one of our Entry, Mid or High plans. For multiple accounts please contact us for special Shared Corporate Access Plans (SCAP's) that allow all terminals to pool from one plan.

- Internet Airtime is billed by the Megabyte (MB)
- Voice Airtime is billed by the Minute (MIN), **incoming voice calls are free or charge.**
- Streaming QoS , Fax and ISDN are also billed by the Minute (MIN)
- SMS Messages are billed by each 160 Character message; **incoming texts messages are free of charge.**

Streaming IP QoS Rates:

Stream Rate	Price per minute (MIN)
32kbps	\$3.99
64kbps	\$5.45
128kbps	\$15.95
256kbps	\$31.95
ISDN 54 or 64 kbps	\$5.45

Fleet Broadband Sat to Sat rates:

Service	Voice	ISDN
Inmarsat B v/f/d	\$1.96	---
Inmarsat B HSD	---	\$9.69
Inmarsat M v/f/d	\$1.67	---
Inmarsat Mini-M v/f/d	\$1.44	---
Inmarsat GAN/Fleet/Swift	\$1.44	---
Inmarsat GAN/Fleet/Swifth HSD	---	\$8.59
Inmarsat Aero Voice	\$2.82	---
Inmarsat SPS	\$1.15	---
Iridium Voice	\$3.28	---
Globalstar Voice	\$3.28	---
Thuraya Voice	\$2.30	---
Other MSS Carriers	\$3.98	---

SECTION 2.0 – SERVICE TERMS & CONDITIONS

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. SPS 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) SPS Service:** Customer has contracted to have SPS 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 Inmarsat 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. SPS 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, SPS 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. SPS 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 SPS 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 SPS.
- (7) Notice of Change/Termination:** Notice of change or termination should be made in writing to the SPS Customer Service Department at 1945 17th Street, Sarasota Florida, 34243 USA, no less than thirty (30) days prior to the expiration of any term of this Agreement. SPS reserves the right to terminate this Contract at any time during the contract period.
- (8) Invoicing and Guarantee of Payment of Services:** SPS 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 SPS for any such taxes.
- (10) Deposits:** Mobile Satellite services are granted subject to credit approval by SPS. SPS 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. SPS 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 SPS all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by SPS in exercising any of its rights under the Agreement. Should Customers service be suspended for non-payment SPS 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. SPS charges a fee of \$35.00 for returned checks.
- (13) Limitation of Liability:** The satellite services provided by SPS may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. SPS makes no representation that it can provide uninterrupted service. Furthermore, SPS shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of SPS. SPS 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. SPS 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. SPS 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, SPS 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 SPS.
- (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. SPS 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 SPS 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 FLORIDA. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.**

Customer Name (printed)

Customer Signature



SECTION 3 - CREDIT AUTHORIZATION FORM

A. BILLING (check one box)

- I ELECT to receive **ONLINE BILLING NOTIFICATION** utilizing the e-mail account from page one.
- I **DECLINE ONLINE BILLING NOTIFICATION** and I understand that I will incur a **\$4.95 monthly fee** for printed and mailed statement.

B. PAYMENT (check one box)

- DIRECT MONTHLY BILLING:** Subject to Individual Credit Check.
- AUTO BILL PAY via MONTHLY AUTOMATIC CREDIT CARD PAYMENT**

I, _____, hereby authorize Whenever Communications LLC. via this
 (Printed Name of Cardholder)

Signed Authorization to charge my credit card for payment of airtime and (or) service/Service charges for your Inmarsat mobile satellite telephone and data equipment as outlined in the preceding Inmarsat Service Agreement. These are actual charges in addition to the deposit reserve detailed in Section 4.

- Visa MasterCard Discover Card American Express

Credit Card Number	Expiration Date (MM/YY)
Name of Cardholder	Security Code (3-4 Digits)
<input type="checkbox"/> Company Credit Card	
Name of Company as it appears on Card	Contact Phone Number

Billing Address	City	State	Zip	Country
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Please add & complete all charges below*:

- EQUIPMENT CHARGES (Section 3)** = \$ _____
- BUNDLED SERVICE PLAN (Section 4)** = \$ _____
- TOTAL TO BE CHARGED AT TIME OF SERVICE** = \$ _____

CARDHOLDER SIGNATURE	DATE
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