

Inmarsat BGAN Satellite Terminal Sales & Service Agreement

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

FAX: 1.877.971.2255

SCAN & EMAIL: Inmarsat@satellitephonestore.com

MAIL: 1945 17th Street

Sarasota, FL 34234

Call 1.941.955.1020 or 1.877.WHENEVER (943.6383) with questions or concerns.

SECTION 1 – CUSTOMER INFORMATION

Residential Commercial Government

Customer Name _____ Company Name (if any) _____ 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 and billing records)

Alternate contact person information:

_____ Name _____ Phone Number _____ Email _____

Delivery address is different from above Residential Commercial Government

Attention to: _____

Street Address _____

City _____ State _____ Zip _____ Country _____

*This Inmarsat Service AGREEMENT ("Agreement") is made and entered into as of the date indicated below Between Whenever Communications LLC, DBA: **SatellitePhoneStore.com** and the Customer.*

SECTION 2 – EFFECTIVE SERVICE DATE

I would like to receive the SIM and (or) the service to start by: _____

Receive by (MM/DD/YY) (SERVICE START DATE)

BGAN SIM Card #1	BGAN SIM Card #2	BGAN SIM Card #3	BGAN SIM Card #4

If more than 4 BGAN SIM cards will be included in this service agreement please attach an additional page with the listed SIM cards on company letterhead.



SECTION 3 - INMARSAT BGAN SERVICE PLAN SELECTION

Check One	Service Plan	Service Cost	BGAN Voice Minutes Include	Background IP Data Included	Rate for Additional Background IP Data (MBs)	Activation \$USD
	GEOGRAPHIC PLANS* <input type="checkbox"/> AFRICA <input type="checkbox"/> South America <input type="checkbox"/> China/Russia	\$39.50 Monthly	0	7.5MB/Month	Within GEO \$4.25 Outside GEO \$7.50	\$50
	Pay as you Go Standard Plan	\$39.50 Monthly	0	0	\$6.45	\$50.00
	Easy Access Plan	\$780.00 Annual	0	120 MB/Yr.*	\$6.50	\$50.00
	Pay as you Go Light Plan	\$59.00 Monthly	0	0	\$6.15	\$50.00
	Scratch and Web Prepaid	\$40 Monthly	NA	NA	NA	\$50.00
	Prepaid Entry Bundle	\$125.00 Monthly	0	20MB	\$6.45	\$50.00
	Prepaid Mid Bundle	\$440.00 Monthly	30	100MB	\$5.10	\$50.00
	Prepaid High Bundle	\$2,785 Monthly	200	750MB	\$3.98	\$50.00
	Prepaid Super Bundle	\$5,795.00 Monthly	300	2,000MB	\$3.25	\$50.00
	Prepaid Entry Bundle	\$1290.00 Annual	0	240MB	\$6.45	\$50.00
	Prepaid Mid Bundle	\$5,030.00 Annual	360	1200MB	\$5.10	\$50.00
	Prepaid High Bundle	\$32,390.00 Annual	2400	9000MB	\$3.98	\$50.00
	Prepaid Super Bundle	\$71,975.00 Annual	3600	24000MB	\$3.25	\$50.00

BGAN Prepaid Airtime bundles:	Add prepaid bundles of airtime to your service plan for great savings. Prepaid airtime is applied to your account for as long as the SIM stays active.				
50MB = \$300 (\$6.00/MB)	100MB = \$585 (\$5.85/MB)	250MB = \$1420 (\$5.68/MB)	500MB = \$2745 (\$5.49/MB)	1000MB=\$5,390 (\$5.38/MB)	
Num. of Bundles	Num. of Bundles	Num. of Bundles	Num. of Bundles	Num. of Bundles	
_____	_____	_____	_____	_____	

IMPORTANT NOTES: All service plans are for 12 months with the exception of the Prepaid Monthly Entry Bundle (3 months) and the Prepaid Monthly Mid Bundle (6 months). The yearly Easy Access 120MB plan allowance only counts towards background IP (streaming data and voice will be billed at standard rates). Any service plan changes will take effect on the 1st day of the following calendar month. (See "terms and conditions" within this document for further information.)

GEO Graphic BGAN Plans:

Africa Zone: Botswana, Lesotho, Mozambique, Namibia, South Africa, Swaziland & Zimbabwe

South American Zone: Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay and Peru

Asia Zone: Russia and Peoples Republic of China

Section t 4a BGAN SERVICE RATES

The following rates are common across all Inmarsat BGAN Service Plans:

- BGAN Voice –\$0.99 / Minute**
- BGAN ISDN – 64 & 56 Kbps \$6.00 / Minute**
- IP Streaming – 32 Kbps \$2.86 / Minute**
- IP Streaming – 64 Kbps \$6.08 / Minute**
- IP Streaming – 128 Kbps \$10.49 / Minute**
- IP Streaming – 256 Kbps \$18.04 / Minute**
- IP Streaming – 384 Kbps \$21.04 / Minute**
- Short Messaging Service \$0.49 / Per 160 character message**
- All calls to other satellite networks will be billed at \$10.99 per minute**

- Check this box to suspend all streaming IP services.
- Check here for static IP \$50 activation; \$30 per month

Inmarsat BGAN GEO Plan Information*:

Only one of the three GEO plans may be selected, the MB rate is determined by the GPS fix of the terminal. 'GEO ZONE' traffic will be billed at \$4.25. 'Non GEO ZONE' traffic will be billed at \$7.50. A 'GEO ZONE' SIM card cannot be changed to a "Non Geo" SIM. All streaming and voice traffic rates are the same as listed above in section '4A'.

Africa Zone: Botswana, Lesotho, Mozambique, Namibia, South Africa, Swaziland & Zimbabwe

South American Zone: Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay and Peru

Asia Zone: Russia and Peoples Republic of China

SECTION 4b - MARKET & CREDIT CONTROL

Market

Please select the market(s) that the terminal will be used in (required).

- | | |
|--|---|
| <input type="checkbox"/> Humanitarian & Emergency
<input type="checkbox"/> Insurance
<input type="checkbox"/> Non-Profit
<input type="checkbox"/> Expeditions
<input type="checkbox"/> Government
<input type="checkbox"/> Energy
<input type="checkbox"/> Educational
<input type="checkbox"/> Media | <input type="checkbox"/> Transport
<input type="checkbox"/> Security
<input type="checkbox"/> Finance
<input type="checkbox"/> Tourism
<input type="checkbox"/> Agriculture
<input type="checkbox"/> Mining
<input type="checkbox"/> Personal
<input type="checkbox"/> Other _____ |
|--|---|

Inmarsat BGAN Credit Control

Please complete the credit control limits below to help control the BGANs usage.

High Spend Data alert: _____ (in MBs)

Maximum Data Spend: _____ (in MBs)

Email address for alerts: _____

Maximum Suspend enabled: Yes No

Time period: Monthly Weekly Daily

*If "Maximum Suspend enabled" is selected the SIM card will automatically be suspended if it reaches the "Maximum Spend" value.



SECTION 6 – SERVICE TERMS & CONDITIONS

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. 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.

Signature _____ Date _____

