



AGREEMENT FOR IRIDIUM SERVICES

Client Billing Information

Agency Name:
Primary Contact:
P.O. Number (if applicable):
Billing Address:
City:
State:
Post Code:
Phone:
E-Mail:

Payment Preference:

Direct Monthly Billing:
Automatic Credit Card Payment:
Annual Pre-payment (pools inclusive airtime):
Card type:
Number:
Expiration:
CCID:
Name on card:
Billing address:
City:
ST:
Zip Code:

POST-PAID VOICE SERVICES - All post-paid voice plans carry a one (1) year term

Table with 7 columns: Select, Plan, Monthly fee, Monthly minutes, Overage, 2-Stage, Incoming. Rows include Basic, Standard, Basic 10, Local 10, and a custom plan option.

Inclusive and pooled airtime only applies to outbound calls from your Iridium phone to landline or cellular phones.

Local number: US or local country based phone number that forwards to your Iridium phone. There is a charge for receiving these calls

Iridium to Iridium = \$.90/min, Calls to other satellite networks = \$11.99/min, Outgoing SMS = \$.60 each (per 140 characters)

Yes I would like Voice Mail Service (there is no additional charge for this service)

PRE-PAID VOICE SERVICES

Table with 7 columns: Plan Minutes, Cost, Iridium to Iridium, Expiration, 30 day extension, 50 additional minutes, Add a local number. Rows show rates for 75, 150, 200, 500, 3000, and 5000 minutes.

Notes:

- Pooling: GloboFone can create any pool of minutes for your account...
Two-Stage dialing: This saves you money from the long distance company rate...
Pre-paid rollover: Unused minutes will be carried over...
Pre-Paid Services: Unused minutes are forfeited upon expiration...

I acknowledge that I have read and understand all the terms and conditions included in all pages of this Agreement and I agree to be bound thereby, or if I am signing in a representative capacity, I agree that the entity for which I am signing will be bound thereby.

Client Signature Name Title Date

## **GlobaFone Inc. Mobile Satellite Services Terms and Agreement**

**(1) Availability Of Limited Service:** Service is generally available to satellite terminals equipped for this service when users are located within the satellite footprint and using the phone per the directions. Service is furnished to Customer or Customer's authorized user. Only one telephone number per terminal. Customer has no property right in the phone number. GLOBAFONE reserves the right to assign, designate, or change such number or SIM card, when, in its sole discretion, such action is reasonably necessary in the conduct of its business.

**(2) GLOBAFONE Service:** Customer has contracted to have GLOBAFONE provide the service under the terms detailed on the front page of this Agreement at Section II. Iridium service is provided by Iridium Communications and GLOBAFONE is an authorized reseller of Iridium voice and data services. 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. Additionally, in the event Iridium/service provider shall increase costs, fees, and/or charges to GlobaFone, GlobaFone may increase its fees upon 24 hour written notice and such increase shall be reasonably related to Iridium's/service provider's increase.

**(3) Early terminations:** Early terminations during the first year of service are subject to a \$400.00 cancellation fee. Unless cancelled, service will renew for successive one (1) year service periods at the same terms and conditions contained herein. Notice of termination must be made in writing to GLOBAFONE Client Services, 1950 Lafayette Rd Portsmouth, NH 03801, 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 GLOBAFONE. GLOBAFONE reserves the right to terminate this Contract at any time during the contract period for any reason.

**(4) Invoicing and Guarantee of Payment of Services:** GLOBAFONE will invoice customer monthly. Payment terms are NET 30 days from the invoice date. Monthly recurring charges are billed monthly in advance. Customer understands that they are responsible for all call 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.

**(5) 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 GLOBAFONE for any such taxes.

**(6) Non-Payment/Breach:** GlobaFone will charge a finance charge of 1.5% per month to Customer's overdue invoices. Invoices will be presented per client instructions. If there are any errors in the invoice, it is the client's responsibility to notify GlobaFone immediately upon receipt. Late notification of invoice errors shall not justify paying invoices late. Customer shall pay GLOBAFONE all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by GLOBAFONE in exercising any of its rights under the Agreement. If GlobaFone suspends client's service for non-payment, a recommissioning fee of \$300.00 per mobile terminal will apply for each terminal re-activated.

**(7) Utilization of the GlobaFone/Iridium Network:** GLOBAFONE grants client access to the Iridium network for the purpose of making and receiving phone calls and sending and receiving data through Iridium's network. If GLOBAFONE has reason to believe that the client is using the Iridium services for illegal purposes we reserve the right to immediately suspend service with no liability or recourse from the client. There will be compelling evidence or reasons in order for GLOBAFONE to do this or it may be at the request of law enforcement personnel. Service will be suspended with no notice to the client.

**(8) Limitation of Liability:** Although Iridium's network is designed to provide full global coverage, the satellite services provided by GLOBAFONE may be temporarily interrupted, delayed or otherwise limited and may not be available everywhere in the world. GLOBAFONE makes no representation that it can provide uninterrupted service. Furthermore, GLOBAFONE shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of GLOBAFONE, or unless Iridium provides a credit to GLOBAFONE. GLOBAFONE 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. GLOBAFONE 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. GLOBAFONE SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

**(9) Subscriber Terminals and Equipment:** Unless provided otherwise, GLOBAFONE is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If equipment is stolen, client must call GLOBAFONE immediately for service suspension as client is responsible for all charges as agreed upon in this Agreement.

**(10) 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. GLOBAFONE does not guarantee any authority to transmit voice and data services from territories other than those allowing trans-border operations of Iridium equipment.

**(11) Governing Law:** This contract is governed by the laws of the State of New Hampshire.

**Please fax both pages of this agreement to GLOBAFONE at 1-603-436-8152**

I accept these terms and conditions - Initial: \_\_\_\_\_