

**Service Agreement for Inmarsat Services
Explorer Satellite Communications, Inc. (ESCI)**



All Sections must be completed and Pages 1 and 2 returned to ESCI for Processing

1. CUSTOMER BILLING INFORMATION

Company Name (if individual, see below) _____

Primary Contact _____ **Dun&Bradstreet Number** _____

OR Individual Account Name _____

Social Security Number _____ - _____ - _____ Please attach a legible copy of drivers license or passport

Billing Address _____

City _____ **State** _____ **Zip Code** _____

Country _____

Phone (Daytime) _____ **Phone (Evening)** _____

FAX _____ **Email** _____

Dealer/Agent Name: _____ **Dealer/Agent Code:** _____

Payment Preference:

- Direct Monthly Billing (Subject to credit approval and/or deposit requirement)
- Automatic Credit Card Payment (VISA/MC/DISCOVER):

Credit Card Number _____ **Expiration** _____ **CVV code** _____

Billing Address for Credit Card: _____
(if different from above) _____

Visit us at www.explorersatellite.com

**Explorer Satellite Communications, Inc. • 1975 E. Sunrise Blvd. Suite 414 • Ft. Lauderdale, FL 33304
Phone: +1 954-763-8650 • Fax: +1 888-391-9535 • www.explorersatellite.com**

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Services and Fees:

There is a one-time activation fee of \$50.00 per terminal.

Rates for services are shown below:

Inmarsat B	
Monthly Access Fee	\$0
Voice Airtime Rate per minute	\$3.50
9600 bps Data per minute	\$3.50
56/64 Kbps Data per minute	\$8.25
Inmarsat Fleet 77/55/33 & Inmarsat GAN/M4	
Monthly Access Fee	\$0
Voice/Fax Airtime Rate per minute	\$2.15
9600 bps Data per minute	\$2.95
56/64 Kbps Data per minute	\$7.50
Mobile Packet Data Service per Megabit	\$3.60
MobileLink Shore to Ship per minute	\$3.95
Inmarsat Mini-M	
Monthly Access Fee	\$0
Voice Airtime Rate per minute	\$1.95
Fax Airtime Rate per minute	\$1.95
2400 bps Data per minute	\$1.95
MobileLink Shore to Ship per minute	\$2.95

Rates shown are for satellite terminal to PSTN calls. Higher charges apply for satellite terminal to satellite terminal dialing.

- PSTN to Satellite terminal (billed to subscriber) using toll-free access/pin code is available on request.
- Free email addresses/compression software available with all accounts!

The above charges are for calls originating anywhere in the world to anywhere in the world. Calls to another Inmarsat terminal will be charged at twice the above rate per minute.

**All Service Agreements are for a minimum one (1) year term.
Please note early termination fees in Section 3 of the Terms and Conditions.**

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. If signing on behalf of an entity, I represent that I am a duly authorized representative of that entity (named above in "Customer Billing Information") and I have submitted this application in my official capacity as indicated below at "Title." If I am representing a corporation, I acknowledge that the execution of this document has been authorized by all necessary corporate actions. I authorize Explorer Satellite Communications, Inc. or its' representatives to access and review the information and references identified in this application, and all other relevant information and materials for the purpose of identifying the financial status and creditworthiness of the applicant.

_____	_____	_____
Customer Signature	Title	Date

3. TERMINAL INFORMATION

ISN (Serial number): _____

SIM Number: _____

IMNs: _____

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Service Agreement for Inmarsat Services Explorer Satellite Communications, Inc. (ESCI)

ESCI Mobile Satellite Services 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. ESCI 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) ESCI Service:** Customer has contracted to have ESCI provide the service under the terms detailed on the front page of this Agreement at Section II. Basic Inmarsat Service is provided via the Global Inmarsat Phone network utilizing land earth stations. Globalstar service is provided through stations operated by and roaming agreements of Globalstar USA. Iridium service is provided by Iridium Satellite 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.
- (3) Early terminations:** Early terminations during the first year of service are subject to a \$250.00 cancellation fee. Customer may renew for successive one (1) year service periods at the same terms and conditions contained herein. Notice of termination should be made in writing to the Explorer Satellite Communications, Inc. 1975 E. Sunrise Blvd. Suite 414, Ft. Lauderdale, FL 33304 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 ESCI. ESCI reserves the right to terminate this Contract at any time during the contract period.
- (4) Invoicing and Guarantee of Payment of Services:** ESCI 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 air time, 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 ESCI for any such taxes.
- (6) 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 ESCI all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by ESCI in exercising any of its rights under the Agreement. Should Customer's service be suspended for non-payment ESCI will charge a recommended re-activation fee of \$50.00 per mobile terminal for re-activation of the suspended terminal.
- (7) Utilization of ESCI/Inmarsat Network:** Inmarsat Phone terminals have the ability to dial into other phone networks which can charge excessively high call charges if not programmed to be used with ESCI/Inmarsat Subscriber Identity Modules, (SIM) Cards. Every effort will be made to make sure your terminal cannot dial other networks and all customers may be required to operate terminals with SIM Cards. In the event a terminal is used without a SIM Card and dials another network, Customer will be required to pay prevailing network charges used plus 40% handling charge. If terminals use ESCI SIM cards there is no need to be concerned about this scenario.
- (8) Limitation Of Liability:** The satellite services provided by ESCI may be temporarily interrupted, delayed or otherwise limited and are not available everywhere in the world. ESCI makes no representation that it can provide uninterrupted service. Furthermore, ESCI shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of ESCI. ESCI 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. ESCI 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. ESCI 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, ESCI 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.
- (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. ESCI does not guarantee any authority to radiate from territories other than those allowing trans-border operation of Inmarsat equipment.
- (11) Governing Law:** This contract is governed by the laws of the State of Florida and applicable tariffs.

Fax pages (1) and (2) of this application to ESCI at 1-888-391-9535 or mail the application to:

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