



SERVICE ORDER FORM

EXPLORER SATELLITE SERVICES, LLC GENERAL AGREEMENT

It is agreed by the below listed Customer that this Explorer Satellite General Agreement ("General Agreement") and the accompanying Service Addendum (Service Addendum") will be combined as the Explorer Satellite Service Agreement ("the Agreement"). Completion of this Agreement does not guarantee service or an account with Explorer Satellite Services, LLC ("EXPLORER")

Agreement and Agreement Addendum (rate plan selection) must be completed and returned to EXPLORER for Processing

CUSTOMER BILLING INFORMATION

Company Name (Hereinafter "Customer"): _____

OR Individual Name: _____

Billing Address: _____

City: _____ State: _____ Postal Code: _____

Country: _____ Primary Contact: _____

Phone (Daytime): _____ Phone (Evening): _____

FAX: _____ EMAIL: _____

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

Payment Preference:

VISA/MC/DISCOVER

Automatic Credit Card: Card Number: _____ Exp: _____ CCV _____

Name on Card : _____ Billing Address if different: _____

ACH Payment: Bank Name: _____

Account number: _____ Routing number: _____

Name on Account: _____

Direct Monthly Billing (Subject to credit approval and/or deposit requirement)

Social Security Number _____ - _____ - _____

D & B Number _____

Selection of Services (hereinafter the "Service):

Inmarsat (includes Fleet Broadband, IsatPhone, FleetPhone, Link)

Iridium (includes ADVENTUREtrack)

Mini-VSAT

Other



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GENERAL TERMS AND CONDITIONS

(1) Availability Of Limited Service: The Service is generally available to satellite terminals equipped for the Service when within the applicable satellite footprint. The 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. EXPLORER 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) Service, Term and Renewals: Customer has contracted to have EXPLORER provide the Service pursuant to the terms of the Agreement. Customer agrees to remain as a subscriber of the Service for a minimum period of one year from the date Service is activated ("Initial term") unless shortened or extended elsewhere in the Agreement. EXPLORER reserves the right to change the Rates of the Service at any time and without notice. This Agreement will automatically continue month to month during the Renewal Period. ("Renewal Term"). The Customer must provide 30 days notice prior to the expiration of the previous Term. The Customer is responsible for any partial calendar month remaining after termination. Said Notice shall be emailed or faxed to sales@explorersatellite.com (954) 763-8670 and receive confirmation by EXPLORER. This Service Agreement cannot be assigned without the written consent of EXPLORER.

(3) Termination: If the Customer terminates this Agreement prior to the end of the Initial Term or during a Renewal Term, Customer is responsible for all remaining monthly charges until the end of the then existing Term. EXPLORER reserves the right to terminate this Agreement at anytime without cause and all outstanding invoices and debts owed by the Customer as per the terms of this Agreement.

(4) Rates, Taxes, Invoicing and Payment: EXPLORER will invoice Customer monthly. Customer agrees to pay all applicable activation; monthly service, service usage fees, airtime, roaming charges, any value added charges and any applicable sales, usage, excise, ad valorem, property or other taxes or fees now or hereinafter excised by any governmental authority related to the Services. Customer shall pay such taxes directly or reimburse EXPLORER for any such taxes. 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. This bill is due and payable upon receipt. Monthly recurring charges are billed monthly in advance.

Customer agrees to review each monthly invoice to verify accuracy within sixty (60) days of receipt and notify EXPLORER immediately of any discrepancies contained therein. Failure to provide notice on the 61st day of issuance of an invoice is a waiver of any dispute to the charges.

EXPLORER reserves the right to change/raise/lower rates for the Service at anytime.

(5) 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 within 15 days after receipt. This late charge is applicable to the unpaid balance as of the due date. In the event of any collections by EXPLORER on unpaid balances, the Customer shall pay EXPLORER all costs associated with the collection including, without limitation, reasonable attorney fees, collection agency fee, and any other costs incurred by EXPLORER in exercising any of its rights under the Agreement. Should Customer's service be suspended for non-payment EXPLORER will charge a recommissioning fee at a minimum of \$50.00 and up to \$275.00 per mobile terminal for re-activation of the suspended terminal.

(6) Utilization of Satellite Network: 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 the Service. Every effort will be made to make sure your terminal cannot dial other networks and all Customers may be required to operate terminals with required electronic identity including SIM Cards. In the event a terminal is used without a required identifying electronic signatory and dials another network, Customer will be required to pay prevailing network charges used plus 40% handling charge. Customer is responsible for any overages, overuse, or other charges including those caused by the failure to properly operate the equipment, terminal connection, user errors or other causes.

(7) Value added Services: EXPLORER may provide through advertisements certain optional emergency services or other add-ons through third parties. The Customers purchase, participation, contracting or any other dealings with third party service providers even if billed on an Explorer Invoice are solely between the Customer and such third party and such third parties may provide the Customer with other offers and services for which may be incorporated into the equipment or services purchased from EXPLORER. The customer agrees that EXPLORER shall not be responsible for any loss or damage of any sort which is incurred as a result of any such dealings or as the result of the use of such third parties services or products. Moreover, EXPLORER provides no endorsement, warranty or guarantee for any third party products or services provided by any third party.

(8) Data Interruption and Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, EXPLORER makes no representation as to the success of data or voice calls through the system. Along with potential incorrect use (i.e.: next to a building/obstruction), the Service has inherent flaws and anomalies that can create dropped calls of either voice or data.



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(9) Limitation Of Liability: The Services provided by EXPLORER may be temporarily interrupted, delayed or otherwise limited and are not available everywhere in the world. EXPLORER makes no representation that it can provide uninterrupted service. Furthermore, EXPLORER shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of EXPLORER and for which its maximum liability is the cost of the Services. Further, EXPLORER 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 EXPLORER's control.

EXPLORER 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. EXPLORER SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

(10) Subscriber Terminals and Equipment: Unless provided otherwise, EXPLORER 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.

(11) 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. EXPLORER does not guarantee any authority to radiate from territories other than those allowing trans-border operations of equipment.

(12) Contract location and Governing Law: The parties agree this Agreement was executed in Delaware and the law of the State of Delaware shall govern the interpretation of this Agreement.

(13) Venue: CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY EITHER PARTY AGAINST THE OTHER ARISING IN ANYWAY CONCERNING THIS AGREEMENT SHALL ONLY BE BROUGHT IN STATE COURT IN DELAWARE. FURTHER, BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM

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 at "Customer Billing Information") and I have submitted this application in my official capacity as indicated below. 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 Services, LLC. 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 Customer.

Customer Signature

Title

Date

Printed Name: _____



SERVICE ORDER FORM ADDENDUM – RATE PLAN AND SERVICE OPTION SELECTION – V3/V7/V11-VSAT

Metered Plans*
Please Select One:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M50 Plan	M250 Plan	M500 Plan	M2000 Plan
Monthly Charge: \$49	Monthly Charge: \$249	Monthly Charge: \$499	Monthly Charge: \$999
Included MB: 50 per Month	Included MB: 250 per Month	Included MB: 500 per Month	Included MB: 2,000 per Month
Additional MB: \$1.99	Additional MB: \$1.99	Additional MB: \$1.99	Additional MB: \$0.49

Incoming and Outgoing Voice Calls: \$0.49 per minute
V3-IP Bandwidth: 2 mbps x 128 kbps
V7-IP Bandwidth: 3 mbps x 1 mbps
V11-IP Bandwidth 4 mbps x 1 mbps

Open Plans* (KVH Tracphone V7 or V11 Only)
Please Select One:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OP2K Plan	OP5K Plan	OP10K Plan	OP20K Plan	OP40K Plan*
Monthly Fee: \$799	Monthly Fee: \$999	Monthly Fee: \$1,799	Monthly Fee: \$2,999	Monthly Fee: \$4,799
V7 Data Rate: 3 mbps x 512 kbps	V7 Data Rate: 3 mbps x 512 kbps	V7 Data Rate: 3 mbps x 512 kbps	V7 Data Rate: 3 mbps x 512 kbps	V7 Data Rate: N/A
V11 Data Rate: 4 mbps x 1 mbps	V11 Data Rate: 4 mbps x 1 mbps	V11 Data Rate: 4 mbps x 1 mbps	V11 Data Rate: 4 mbps x 1 mbps	V11 Data Rate: 4 mbps x 1 mbps
Included Data (MB): 2,000/Month	Included Data (MB): 5,000/Month	Included Data (MB): 10,000/Month	Included Data (MB): 20,000/Month	Included Data (MB): 40,000/Month
Additional Data: \$0.40/MB	Additional Data: \$0.20/MB	Additional Data: \$0.18/MB	Additional Data: \$0.15/MB	Additional Data: \$0.12/MB

Voice from \$.05/minute
* V11 Only



SERVICE ORDER FORM ADDENDUM – RATE PLAN AND SERVICE OPTION SELECTION – V3/V7/V11-VSAT

Fixed Plans* (KVH TracPhone V7 or V11 Only):
Please Select One:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FX1 Plan (128/64)	FX2 Plan (256/64)	FX3 Plan (512/128)	FX4 Plan (1024/256)	FX5 Plan (2048/512)	FX6 Plan (2048/512)
Monthly Fee: \$1,199	Monthly Fee: \$1,999	Monthly Fee: \$2,999	Monthly Fee: \$4,999	Monthly Fee: \$7,999	Monthly Fee: \$15,999
Shore to Ship Data Rate: 128 kbps	Shore to Ship Data Rate: 256 kbps	Shore to Ship Data Rate: 512 kbps	Shore to Ship Data Rate: 1024 kbps	Shore to Ship Data Rate: 2048 kbps	Shore to Ship Data Rate: 2048 kbps
Ship to Shore Data Rate: 64 kbps	Ship to Shore Data Rate: 64 kbps	Ship to Shore Data Rate: 128 kbps	Ship to Shore Data Rate: 256 kbps	Ship to Shore Data Rate: 512 kbps	Ship to Shore Data Rate: 512 kbps
Monthly MB Allowance: 5,000	Monthly MB Allowance: 10,000	Monthly MB Allowance: 15,000	Monthly MB Allowance: 25,000	Monthly MB Allowance: 40,000	Monthly MB Allowance: 80,000

After MB Allowance is exceeded Bandwidth Management Control is applied. Voice from \$.05/minute

***Each plan type (metered, open, fixed) requires 12 months' service within that plan type set. See "KVH Airtime Rate Plan Change Policy" for information on service modifications or suspensions.**

Important:

1. All plans require standard KVH OneCare minimum plan fee of \$19/month – upgraded plans available- please call for details.
2. All plans subject to an \$125 activation fee.
3. All plans automatically renew ANNUALLY. If not canceled prior to renewal date, customer will be obligated for an additional year or 12 months' subscription fees.
4. All plans include one voice line, additional lines available for \$20/month
5. All plans require a KVH OneCare Subscription (Minimum subscription \$20/month)
6. Suspensions, Plan Changes, Reactivations: \$125 per Event
7. All plans based on a minimum 1year contract;

One KVH assigned VOIP US country code/area VOIP line is included. For International based numbers or customer requested area codes, there is a \$20/month fee.

Please note early termination fees in Section 3 of the Terms and Conditions.

Optional Services:

Additional VOIP lines (maximum 3) \$20/month each

of lines : _____ Country Code/Area Codes:

1. _____
2. _____
3. _____

VPN Fixed Static IP Address \$35 per month per region



SERVICE ORDER FORM ADDENDUM – RATE PLAN AND SERVICE OPTION SELECTION – V3/V7/V11-VSAT

VESSEL/SYSTEM INFORMATION – MUST BE COMPLETED!

Vessel Details

Vessel Name _____

Call Sign: _____ IMO or MMSI (if applicable): _____

Country Flag: _____

Homeport: _____ Registered Port: _____

Vessel Make (Builder): _____

Year Built: _____ Length: _____ Gross Tonnage: _____

Maximum # Crew/Passengers: _____

Vessel Type Sail
 Power

Vessel Class Pleasure/Yacht
 Charter
 Commercial
 Other

System Details

Antenna Serial Number: _____

ICM (ACU) Serial Number: _____

Non-IP Systems ONLY { VoIP Router Serial Number: _____
VoIP MAC Address: _____
Fax Server ID: _____

KVH Airtime Rate Plan Change & Suspension Policies

Effective 4 January 2016

mini-VSAT Broadband

Standard Airtime Rate Plan Change Policies

MOVE FROM	TO	Fixed (FX) Plan Type with Monthly BMC	Fixed (FX) Plan Type with 2-hour BMC	Open (OP) Plan Type	Metered (M) Plan Type
Fixed (FX) Plan Type with Monthly BMC		Move to plan with HIGHER monthly data plan allotment only ²	Move to plan with SAME or HIGHER monthly data plan allotment only ²	Move to plan with SAME or HIGHER monthly data plan allotment only ³	
Fixed (FX) Plan Type with 2-hour BMC		Move to plan with SAME or HIGHER monthly data plan allotment only ²	Move to plan with HIGHER monthly data plan allotment only ²	Move to plan with SAME or HIGHER monthly data plan allotment only ³	
Open (OP) Plan Type		Move to plan with SAME or HIGHER monthly data plan allotment only ³	Move to plan with SAME or HIGHER monthly data plan allotment only ³	Move to plan with HIGHER monthly data plan allotment only	
Metered (M) Plan Type		Move to ANY plan ³	Move to ANY plan ³	Move to ANY plan ⁴	Move to ANY plan

*1 A fee of \$125 applies for each plan change except as noted in footnote 2.
 2 Changing from 2-hour to Monthly Bandwidth Management Control (BMC) is not considered changing "Plan Type" and is only permitted one time, except as noted in footnote 3.
 3 Changing "Plan Type," (i.e., Metered to Fixed with 2-hour BMC, Fixed with Monthly BMC to Open, etc.), requires a new airtime contract; contact Explorer Satellite Services for details.*

Service Suspension Policies

Initial Contract Term

On a **24-month contract**, suspension is permitted for 1-month increments for no more than 3 months every 12 months of service.
 On a **12-month contract**, suspension is NOT permitted.

Renewal Contract Term

Suspension is permitted for 1-month increments for no more than 3 months every 12 months of service.

General Terms

Fees for remote diagnostics and monitoring service, GlobalCare, KVH OneCare™ Technical Assistance Package, VoIP lines, and fax server remain in effect during the suspension period.

A \$125 suspension fee applies for each mini-VSAT Broadband Airtime Rate Plan service suspension and re-activation.

Any request to suspend or reactivate service, or change a rate plan requires an "Airtime Rate Plan Change & Suspension Form."

Plan changes and Suspensions are only permitted if a subscriber's airtime account is paid "current."

Contract termination is not permitted during a suspension period.