



## 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](mailto: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 61<sup>st</sup> 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:** \_\_\_\_\_

You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgement, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and Explorer Satellite Services, LLC.



## SERVICE ORDER FORM ADDENDUM – RATE PLAN AND SERVICE OPTION SELECTION – IRIDIUM SERVICES

### Services and Fees (please select ONE):

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

<input checked="" type="checkbox"/>	Plan Name	Monthly Fee	Minute Price	Minutes Included*	Contract Term
	Iridium_10	\$59.95	\$1.49	10	1 year
	Iridium_75	\$94.95	\$1.49	75	1 year
	Iridium 6 Month	\$64.95	\$1.69	10	6 months
	Iridium 3 Month	\$69.95	\$1.99	10	3 months
	Iridium Executive	\$129.95	\$1.29	100	1 year

\*no rollover

Above charges are for calls originating anywhere in the world to anywhere in the world. See terms and conditions for call charges to other networks. Iridium to Iridium calls are \$.99/minute; MobileLink rate is \$1.65/minute.

#### STANDARD FEATURES:

Voice & Data service:	Included
Voicemail service:	Included
Incoming SMS:	Included (160 characters)
Call forwarding:	To voicemail only
Call Barring:	Included
24x7 Support	Included
Supported languages:	English & French for voicemail

#### Notes:

1. Explorer Satellite Services, LLC reserves the right to alter prices at any time
2. Calls are billed in full minute increments
3. Billing term is a calendar month. Monthly bills are sent mid-month. Monthly fees are billed in advance and pro-rated if service begins mid-term.

#### Optional Services:

- Free email address with compression**  
Requested User Name: \_\_\_\_\_ Requested Password: \_\_\_\_\_
- Direct in Dial number (uses MobileLink service): \$20/month**  
Area Code/Country Preference: \_\_\_\_\_
- Free MobileLink Pin**