

Satellite Phones Direct, LLC

302 Research Drive, Suite 150
Norcross, Georgia 30092



SATELLITE SERVICES AGREEMENT / TERMS AND CONDITIONS

The following terms and conditions ("Terms and Conditions") apply to individuals and entities ("Customers") using satellite services, including but not limited to Inmarsat®, Iridium®, MarineSat/LandSat®, and GlobalStar® services and associated equipment provided by Satellite Phones Direct LLC (SPD), a Georgia Corporation.

1. PROVISION OF SERVICES AND EQUIPMENT BY SPD

(A) SPD shall provide to Customers satellite services, including but not limited to Inmarsat®, Iridium®, MarineSat/LandSat®, and GlobalStar® services ("Services") and/or associated equipment ("Equipment") upon acceptance of a Customer's order. Provision of Services and/or Equipment shall be in accordance with these Terms and Conditions. All orders are subject to SPD's receipt and credit approval and Customer's acceptance of this agreement.

(B) Customer is responsible for notifying SPD, in writing, of any requirement to permanently deactivate or temporarily suspend Services. Such permanent deactivation or temporary suspension of Services will be effective only after SPD's receipt of Customer's written request and SPD's acknowledgement of receipt of Customer's written request. All such requests must be in writing and sent to: (Fax): 770-449-6828 or (Email): cs@SatellitePhonesDirect.com. There will be no pro-rata refunds for deactivation or suspension, thus the full monthly service fee will apply for the calendar month in which the deactivation becomes effective. Customer will notify SPD at least one business day prior to the desired deactivation date. Customer will remain liable for all charges including, but not limited to, airtime and monthly access fees up to and including the last day of the billing period in which SPD acknowledges receipt of Customer's written request for permanent deactivation or temporary suspension of Services.

(C) Lost or Stolen Equipment. Customer is responsible for notifying SPD as soon as practical if any equipment for which service is provided by SPD is lost or stolen. Upon notification, SPD will promptly request deactivation of all services for stolen equipment, and "blacklist" this equipment with the appropriate satellite service provider. Blacklisted equipment cannot be reactivated without prior approval by SPD. Customer is responsible for payment of all services and air time usage prior to the deactivation becoming effective.

2. ORDERING SERVICES AND EQUIPMENT

Orders may be submitted to SPD either through a SPD authorized dealer or by calling or sending an email to SPD directly:

- For US and Canada calls: 770-449-6826.
- For International calls: +1-770-449-6826.
- Email: cs@SatellitePhonesDirect.com
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Customer is required to complete all applicable paperwork for the Services or Equipment to be provided by SPD.

3. CUSTOMER PURCHASE ORDERS

If Customer issues a purchase order to SPD for Services or Equipment, such purchase order will be treated as an administrative document only and will not add to, delete from, or change any of these Terms and Conditions. Customer agrees to waive any future challenge to the enforceability of any purchase order on the basis that such purchase order was made and or confirmed by electronic means.

4. BILLING & PAYMENT

(A) **Services.** SPD will bill and Customer shall pay SPD for the Services provided by SPD and for all applicable federal, state, provincial, local and other taxes which may be levied upon the Services. Service plan pricing is attached and is considered part of this agreement.

(B) **Equipment.** Invoices for Equipment will be sent on or after the date of shipment and shall include all applicable federal, state, provincial, local and other taxes that may be levied upon the Equipment. Customer shall pay any custom fees, duties or other charges imposed on international shipments.

(C) Payment terms.

- (i) Customer shall pay all invoices within thirty (30) days of the date of invoice.
- (ii) Overdue payments shall be subject to an interest charge of one and one-half percent (1.5%) per month.
- (iii) Customer shall pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by SPD in collecting any late payments or late payment fees.

(D) SPD may require Customer to provide a third party guarantee, deposit, letter of credit, or other credit facility deemed necessary by SPD, in its sole discretion, to provide adequate assurance of payment. The provision of such third party guarantee, deposit, letter of credit, or other credit facility does not relieve Customer of its payment obligations specified herein.

(E) All charges will be in accordance with SPD's then current charges as provided to Customer for the applicable Service or Equipment. SPD reserves the right to revise such charges from time to time.

(F) Customer acknowledges its responsibility to provide and pay for all equipment and services required to connect Customer provided equipment to the Services or Equipment.

(G) Customer will notify SPD in writing of any disputes or disagreements with invoiced charges within thirty (30) days after the date of invoice. Thereafter, Customer shall be deemed to have waived its right to dispute charges. All disputed amounts resolved in Customer's favor will be credited against amounts owing on subsequent invoices, or by check if services have been discontinued.

5. SALE OF EQUIPMENT

(A) **Delivery/Freight Charges/Risk of Loss:** Risk of loss in the Equipment shall transfer upon delivery to Customer and delivery shall take place when Equipment is shipped by SPD. Customer shall pay any costs incurred by SPD to ship the Equipment to Customer's designated location, unless otherwise agreed prior to shipment. Any additional delivery terms for Equipment shall be mutually agreed to by SPD and Customer. SPD shall use commercially reasonable best efforts to comply with the delivery terms requested by Customer. In no event shall SPD have any liability in connection with any shipment, nor shall the carrier be deemed to be an agent of SPD.

(B) **Title:** Title to Equipment purchased by Customer will transfer from SPD to Customer upon SPD's receipt of the full sale price and any applicable taxes, fees, and freight charges. Until such time, Customer will keep Equipment that is owned by SPD free from any liens, claims or encumbrances.

(C) **Inspection & Acceptance:** Customer may inspect or test the Equipment that has been tendered for acceptance. Customer may require repair or replacement of nonconforming Equipment at no increase in price. Customer must exercise the post acceptance rights provided by this Article (i) within seven (7) days after a defect is discovered or should have been discovered, and (ii) before any substantial change occurs in the condition of the defective item, unless the change is due to the defect in the item.

(D) Warranty:

(i) Warranties on new equipment are limited to the terms and conditions of the manufacturer's warranty. Should warranty service be required, SPD will assist Customer in obtaining this warranty service. SPD warrants that refurbished or used equipment and accessories sold hereunder shall be free from defects in workmanship and material for a period of thirty (30) days. SPD may replace a refurbished or defective item with another item in similar condition, or at SPD's option, refund the purchase amount of the defective item. For any repairs requested after the warranty period, SPD will provide a quote for such repairs and if the quote is accepted and the work authorized by Customer, the repairs will be performed at Customer's expense.

(ii) All warranties offered by SPD are a "return to depot" warranty.

(iii) Warranties do not extend to Equipment which is altered, improperly installed by a third party or which fails or is damaged after delivery due to accident, act of God, shipment or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the Equipment manufacturer's instructions or specifications provided by SPD at the time of delivery to Customer.

(IV) SPD warrants that title to all Equipment delivered to Customer under these Terms and Conditions shall be free and clear of all liens, encumbrances, security interests, or other claims.

(V) EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE OR OTHERWISE, IN RESPECT OF THE SERVICES OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE,

NONINFRINGEMENT, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SPD.

(F) **Refunds/Restocking Fees:** There will be no refunds for used Equipment returned to SPD. If Customer returns unused equipment to SPD in its original package, in its original condition, and within seven (7) days of delivery, SPD will refund to Customer eighty percent (80%) of the purchase price, the remaining twenty percent (20%) of the purchase price represents a restocking fee. Customer will bear all shipment and insurance costs related to such return shipment. All Equipment returned to SPD must have an SPD issued Returned Merchandise Authorization ("RMA") number prominently displayed on the packaging and must be returned to the SPD facility as directed by SPD. An RMA number may be obtained by calling SPD's Customer Care at 770-449-6826 within North America, 1-770-449-6826 Internationally, or by email at cs@SatellitePhonesDirect.com. Equipment returned without an RMA number will be returned to Customer at Customer's expense.

6. OPERATING PROCEDURES

Customers shall follow the procedures ("Procedures") established by the entities that supply the Services and Equipment to SPD ("Suppliers"). Customer acknowledges that the procedures may be modified from time to time by Suppliers. SPD shall not be liable for Customer's use of the Services or Equipment in a manner inconsistent with the Procedures provided by Suppliers.

7. SERVICE SPECIFIC TERMS AND CONDITIONS

(A) Inmarsat Services:

(i) Identification Numbers

Unless specifically directed by a Customer, Customer shall be assigned a unique identification number for each Unit used by Customer, which is also referred to as an Inmarsat Mobile Number ("IMN"). Customer shall have no property right in the identification numbers assigned in connection with the Service and SPD may change such numbers at such time or times as SPD, in its sole discretion, considers necessary without any liability whatsoever.

(B) StratosOne™ and StratosNet®

Effective upon delivery, Customer will have a fully paid, non-exclusive, non-sublicensable and non-transferable license and/or sublicense to use the software provided with the Equipment, including any third party software (the "Software"), for as long as Customer is entitled to use the Equipment. Customer may use the Software only in machine-readable, object code form. Third party software may be subject to additional terms and conditions described in the applicable third party software user documentation, and to the extent that those terms conflict with these Terms and Conditions, the third party terms will control. Customer may use the Software solely for its own internal purposes and only in connection with the Equipment and

Services provided by SPD. Customer may not assign, transfer, pledge, rent, share, copy or sublicense any of the Software. Customer may not reverse engineer, decompile or otherwise attempt to discover the source code of the Software.

8. SERVICE AVAILABILITY

The Services are provided on an "on-demand" basis and are subject to the availability of capacity on the applicable satellite network. Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by a Supplier or may be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of a Supplier. The use and restoration of Service shall be in accordance with Part 64, Subpart D of the FCC's Rules and Regulations, which specify the priority system for such activities. SPD has no liability for unavailability or malfunction of Suppliers' networks.

9. CONDITIONS OF OTHER CONTRACTS

The obligations of SPD and the terms of service and sale under these Terms and Conditions are subject to the terms of the agreements under which SPD purchases the Services and Equipment from Suppliers (each an "Other Contract"). To the extent fulfillment of any obligation under these Terms and Conditions is not permissible or possible under an Other Contract, the Other Contract shall prevail and such obligation shall be suspended or modified to the extent required by the Other Contract. SPD represents and warrants that it is not presently aware of any material respect in which these Terms and Conditions are inconsistent with an Other Contract.

10. ABUSE/FRAUDULENT USE OF SERVICES AND EQUIPMENT

(A) Customers shall not use the Services or Equipment in an abusive or fraudulent manner, including, but not limited to the following:

- (i) accessing or attempting to access Services by using an unauthorized device or by tampering with or altering Equipment;
 - (ii) obtaining or attempting to obtain permission to use Services or Equipment by providing false or misleading information;
 - (iii) obtaining Services or Equipment without having the intent to pay charges incurred;
 - (iv) intentionally interfering with or causing disruption in the provision of Services or Equipment to other Customers;
 - (v) using Services or Equipment to further criminal activity;
 - (vi) using Services or Equipment to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or
 - (vii) using Services or Equipment in a manner that interferes unreasonably with the use of Services or Equipment by one or more other Customers.
- (B) SPD reserves the right to terminate use of the Services of any Customer engaging in abusive or fraudulent use of the Services or Equipment purchased from SPD.

11. DEFAULT AND TERMINATION OF SERVICES

(A) The occurrence or happening of any one or more of the following events shall constitute an event of default if not remedied within ten (10) days after notice from SPD:

- (i) use of the Services or Equipment in any manner or for any purpose contrary to law (see Article 15);
- (ii) abuse or fraudulent use of the Services and/or Equipment (see Article 10);
- (iii) failure to make any payments due as invoiced;
- (iv) discovery by SPD that any representation or warranty made by Customer in any document furnished by Customer to SPD is incorrect;
- (v) breach or violation of any of these Terms and Conditions by the Customer; or
- (vi) commencement of any proceeding, whether voluntarily or involuntarily, relating to the Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally.

(B) In the event of default, SPD may, at SPD's sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate Customer's Service without notice. SPD will bill Customer and Customer shall pay SPD, in accordance with Article 4, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, SPD shall incur no liability whatsoever. Customer shall be liable for all costs and expenses incurred by SPD due to default by a Customer, including but not limited to legal costs.

(C) SPD may also terminate Services in the event that an Other Contract for purchase of Service and/or Equipment expires or is terminated, provided that termination of the Services shall only be with respect to the Service provided pursuant to that Other Contract.

12. WARRANTY, INDEMNITY AND LIMITATION OF LIABILITY

(A) SPD shall not be liable to Customer, any user, or other person for:

- (i) any indirect, consequential, incidental or special, exemplary or punitive losses or damages, including without limitation, loss of profits, loss of earnings, loss of business opportunities, or personal injury, however arising;
- (ii) any acts or omissions of a telecommunications carrier unaffiliated with SPD whose facilities are used in providing the Services;
- (iii) defamation, invasion of privacy, slander, libel, harassment or copyright infringement arising from material transmitted or received over Stratos or Globalstar facilities; or
- (iv) infringement of patents or other intellectual property arising from use of the Services or Equipment or the use of the Services and Equipment in combination with Customer-provided services or equipment.

(B) SPD may provide Customer with access to certain account management tools ("Tools"), either directly or through SPD's website. HOWEVER, USE OF THESE TOOLS ARE AT THE CUSTOMER'S OWN RISK, AND SPD MAKES NO REPRESENTATION OR WARRANTY AS TO THE BENEFITS OF THE TOOLS OR THE ACCURACY OF ANY INFORMATION GENERATED THEREBY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, SPD DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED TO THE USE OF THESE TOOLS AND INFORMATION, REGARDLESS OF THE BASIS OF THE CLAIM (INCLUDING BUT NOT LIMITED TO NEGLIGENCE).

(C) SPD does not undertake to transmit messages, but offers the use of its supplier's facilities to Customers for the transmission of telecommunications services. Customer agrees with SPD that neither SPD, SPD's Suppliers (as defined in Article 6 above), nor any of their respective affiliates, resellers or agents shall be liable on any basis whatsoever (including in contract and in tort) to Customer or Customer's customers for any direct, indirect or consequential loss, damage or expense, including, without limitation, loss of profits or revenues, loss of distribution rights, abortive expenditure or damage to property or injury or death to persons arising from or in connection with (a) any unavailability, delay, interruption, disruption or degradation in or of the space segment or of any telecommunications carried on in the space segment, regardless of cause including, but without limitation, equipment failure or malfunction; or (b) the suspension by SPD or SPD's Suppliers of the mobile earth station's authorization to use services provided by SPD or SPD's Suppliers, due to any cause whatsoever. Should SPD be found liable to Customer under these Terms and Conditions, IN NO EVENT SHALL SPD'S TOTAL LIABILITY IN ANY WAY ARISING FROM THESE TERMS AND CONDITIONS BY CUSTOMER EXCEED AN AMOUNT EQUAL TO THE LAST THREE (3) MONTHS OF PAYMENTS TO SPD UNDER THESE TERMS AND CONDITIONS.

(D) CUSTOMER ALONE SHALL BE RESPONSIBLE FOR ALL CLAIMS, ACTIONS, LOSSES, COSTS AND DAMAGES ("LIABILITY") ARISING OUT OF OR RELATING TO THE ACTS OR OMISSIONS OF CUSTOMER'S USE OF THE SERVICES AND EQUIPMENT IN CONNECTION WITH THESE TERMS AND CONDITIONS. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SPD AND ITS OFFICERS, EMPLOYEES, SPD'S SUPPLIERS AND AGENTS FROM AND AGAINST ALL SUCH LIABILITY.

(E) SPD shall not be liable for any service outage or degradation in Suppliers' networks due to satellite malfunction or any other cause.

(F) Each provision of this Article 12 is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this Article is held inapplicable or unreasonable.

13. CONFIDENTIAL INFORMATION/PRIVACY AND DATA PROTECTION

(A) Unless Customer consents in writing, or disclosure is made pursuant to a legal proceeding, SPD shall keep confidential all information or data furnished by Customer or otherwise acquired by SPD through performance. Such information will not be released by SPD to anyone other than: (i) Customer; (ii) a person who in the reasonable judgment of SPD is acting as an agent of Customer; (iii) to the commissioning entity or supplier or another telecommunications carrier provided that the information is to be used for the provision of Services and disclosure is made on a confidential basis with the information to be used solely for that purpose; (iv) an agent retained by SPD to collect outstanding balances owed to SPD by Customer; or (v) to a law enforcement agency whenever SPD has reasonable grounds to believe that Customer has knowingly supplied SPD with false or misleading information or is otherwise involved in unlawful activities.

(B) Each party will comply fully with all applicable privacy and data protection laws and regulations, and will provide such assistance to the other party as is reasonably necessary to assist the other party in complying with such laws and regulations. Customer will indemnify SPD against claims by third parties resulting from inadequate observance of the provisions of this Article 13(B).

14. NOTICES

All notices, requests, demands and other communications hereunder shall be effective upon delivery. Such notices shall be in writing and shall be sent by facsimile, email, or nationally recognized overnight courier or delivered in person, addressed as follows:

Satellite Phones Direct, LLC
302 Research Drive, Suite 150
Norcross, GA 30092, USA

Tel: (770) 449-6826
Fax: (770) 449-6828
Email: cs@SatellitePhonesDirect.com

15. APPLICABLE LAW

Customer shall not use the Services for any purpose contrary to law. Customer agrees to abide by all of the current regulations in effect in countries where the Services or Equipment may be used, including licensing requirements. SPD

shall not be held responsible for any operational restrictions, customs, license or permit fees required for operation in the destination country. In addition, SPD shall have no responsibility for fines associated with terminal seizure nor for legal ramifications of using Equipment in countries where it is prohibited. Customers are advised to contact the embassy or trade office of the destination country prior to entry into that country. Customer agrees to comply with relevant export and import laws in the United States and other countries to ensure the Equipment is not transferred in violation of such laws and to obtain any required export/import licenses or authorizations.

16. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Georgia (USA), without regard to that state's conflict of law rules.

17. ASSIGNMENT

SPD may, without the consent of Customer, (a) assign its right to receive payment hereunder to a third party and (b) assign its rights and obligations hereunder to a corporation, partnership or other business enterprise in which SPD has directly or indirectly, an ownership interest. These Terms and Conditions shall enure to the benefit of, and shall be binding on Customers' and SPD's respective successors and permitted assigns.

18. FORCE MAJEURE

SPD shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control ("Force Majeure"), including, without limitation, acts of God, fire, explosion, satellite failure, vandalism, cable cut, storm or other catastrophes, national emergency, insurrections, riots, wars or strikes, lock-outs, work stoppages or other labor disputes, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof. SPD's obligation to perform shall be suspended for the duration of a period of Force Majeure and shall resume as soon as reasonably possible, upon the cessation of the event of Force Majeure.

19. WAIVER OF COMPLIANCE

The waiver or the failure of SPD to enforce any of the provisions of these Terms and Conditions or to exercise any right or privilege hereunder, shall not be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

20. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between SPD and Customer relating to the subject matter hereof and supersede all prior agreements between the Parties with respect to such subject matter. There are no other oral or implied agreements, warranties or understandings between SPD and Customer with respect to such subject matter.

21. SEVERABILITY

If any provision of these Terms and Conditions shall be declared invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event that any such provision shall be declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it shall be modified to the scope, breadth or duration permitted by law and shall continue to be fully enforceable as so modified.

22. SURVIVABILITY

All provisions which would naturally survive the expiration or termination of these Terms and Conditions will so survive, including but not limited to the Articles entitled "Billing and Payment", "Sale of Equipment", "Abuse/Fraudulent Use of Services and Equipment", "Default and Termination of Services", "Warranty, Indemnity and Limitation of Liability", "Confidential Information/Privacy and Data Protection", and "Governing Law".

23. EFFECTIVE DATE

The Terms and Conditions set forth above are effective as of the date of acceptance by SPD, and shall remain in effect unless modified, revoked or terminated by SPD.

Iridium Monthly Service Agreement

Service Type	Call Termination	Standard Plan	Emergency Plan
Activation Fee	n/a	\$50/unit	\$50/unit
Monthly Service	n/a	\$41/unit	\$34/unit
Monthly Voice Mailbox (optional)	n/a	Included	Included
Voice	Fixed land line or cell	\$1.35/minute	\$6.75/minute (within North & South America, Europe & Russia) \$1.99/minute (Elsewhere)
Voice	Iridium	\$0.95/minute	\$1.99/minute
Voice	Other satellite systems including Thuraya	\$9.50/minute	\$12/minute
Incoming 2 Stage Call	Iridium	\$1.65/minute	\$1.79/minute
Incoming call placed to the Iridium 8816 #	Iridium	No charge (1)	No Charge (1)
Incoming text message	Iridium	No Charge	No Charge
Outgoing text message	Text device	\$0.55/each	\$0.99/each

Notes:

(1) A call may be placed directly to the Iridium phone by placing an international call to country 8816, followed by the Iridium phone number. The caller pays for the call based on the rate the caller's long distance provider charges for calls to country code 8816. This incoming call is free to the Iridium user. However, many long distance providers charge very high rates to call country 8816. We recommend that callers check this rate with their long distance carrier before calling directly. Normally a more cost effective option is to use two stage dialing, where the caller calls a US phone number, then enters the satellite phone number, and the call is transferred to the Iridium phone. With this option, the Iridium phone holder is charged the Incoming 2 Stage Call rate above.

- Iridium monthly fee includes two-stage dialing and data.
- Iridium calls are billed in 20 second increments – 1 minute minimum.
- All prices are in USD. Federal USF fees vary by quarter, and will be added to the above rates.
- SPD reserves the right to alter pricing at any time.

Subscriber Signature: _____ Date: _____

Requested monthly credit limit (\$): _____
 (*Required if doing standard billing)

Billing Responsibility Business Personal

Customer Billing Contact:

First Name: _____ Middle Initial: _____ Last Name: _____

Primary Phone: _____ Fax: _____ Cell Phone: _____

Email Address: _____

Billing Address

Street Address: _____ City: _____

State/Prov./Is: _____ Zip/Postal: _____ Country _____

How would you like to receive your invoice/receipt? Electronic Mail (Email) USPS

How would you like to receive your call detail report? Electronic Mail (Email) USPS
(\$5 Fee Will Apply)

Corporate Service Payment Information

Automatic Credit Card Standard Billing P.O. Number (required for invoicing): _____

Credit Card#: _____ Exp. Date: _____

Name on Card: _____

Visa Master AMEX Discover

Personal Service Payment Information

Automatic Credit Card Standard Billing

Credit Card#: _____ Exp. Date: _____

Name on Card: _____

Visa Master AMEX Discover

Notes: _____

By signing this form, you are agreeing to the Satellite Phones Direct, LLC terms and conditions above. A \$50 activation fee may apply for each phone activated. Please read the agreement before signing below. Thank you.

Card Holder Signature: _____ Date: _____