



Airtime Provided By:  
**HP Communications, Inc dba Globalcom** Online  
 17000 Preston Rd., Ste 320 Dallas, TX 75248  
 Please include purchase order (if required) &  
 FAX BACK TO GLOBALCOM: 1-800-960-8939  
 sales@globalcomsatphone.com  
[www.globalcomsatphone.com](http://www.globalcomsatphone.com)  
 888-636-0707



## GLOBALCOM SERVICE AGREEMENT FOR BGAN SERVICES

### Part 1 YOUR INFORMATION

Please fill out the information below, sign and return to Globalcom via fax (800-960-8939), e-mail or mail. [All information kept strictly confidential]

Company Name: \_\_\_\_\_ P.O. # \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Social Security Number (or EIN): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Post Code \_\_\_\_\_ Country \_\_\_\_\_

Phone (Daytime) \_\_\_\_\_ Phone (Evening) \_\_\_\_\_

FAX \_\_\_\_\_ Cellular: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Secondary Contact : \_\_\_\_\_ Phone #: \_\_\_\_\_

### Part 2 PAYMENT :

GLOBALCOM requires a credit card deduction for automatic monthly or yearly billing for each individual airtime account. Globalcom also offers additional options such as warning notifications when certain levels are reached.

### Part 2a - Automatic Deduction From Credit Card :

Card Number \_\_\_\_\_ Security Code\* \_\_\_\_\_ Expiration \_\_\_\_\_ (MM/YY)

(\*Security Code: M.C. & Visa: on back of Card:- (3 digits); AMEX on Front of card (4 digits)

Name as it appears on Credit Card: \_\_\_\_\_

Billing address is the same as the address in part 1: YES NO ( if No, please indicate billing address below):

Credit Card Billing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Post Code \_\_\_\_\_ Country \_\_\_\_\_

I \_\_\_\_\_ hereby authorize GLOBALCOM to process credit card vouchers in my name and agree to pay for all charges incurred under the terms and conditions of this Agreement. I have read this Agreement, understand and agree with all terms and conditions and indicate so by executing this Authorization. I further agree that **It is my responsibility to ensure that my credit card information, including expiration date is current.**

\_\_\_\_\_  
 Signature of card Holder

**Part 3 ACCOUNT STATEMENT:**

Account statements are emailed monthly to the email address listed above.

**Part 4 BGAN AIRTIME SERVICE PLANS**

Selected the service level by placing a check mark next to the desired plan:

Check One	BGAN Service Plans	Service Fee	BGAN Voice Minutes Included	Background IP Data Included*	Rate for Additional Background IP Data*	Contract Length (Months)	Additional Voice Minutes to Landline
<input type="checkbox"/>	Standard Plan	\$76.00 <i>Monthly</i>	\$21 Credit Per Month to be used for Voice or Data		\$6.39/MB	12	.99 cents
<input type="checkbox"/>	Entry Plan	\$119.00 <i>Monthly</i>	0	20 MB/Mo.	\$6.29/MB	3, 6 or 12	.99 cents
<input type="checkbox"/>	Mid-Level Plan	\$449.00 <i>Monthly</i>	30	100 MB/Mo.	\$5.99/MB	6 or 12	.99 cents
<input type="checkbox"/>	High-Level Plan	\$2,749.00 <i>Monthly</i>	200	750 MB/Mo.	\$4.99/MB	12	.99 cents
<input type="checkbox"/>	Super-Level Plan	\$5,849.00 <i>Monthly</i>	300	2 GB/Mo.	\$3.99/MB	12	.99 cents

**Note:** Satellite internet service plans length options are described in the table above. Fees for airtime are billed monthly. Maximum airtime usage per month is determined by the amount of customer airtime deposit. Because Inmarsat does not allow us to cancel service plans early, we require the monthly fees be paid in advance for the term of the contract. All subsequent terms will be the same as the original term. Any service plan changes will take effect on the 1st day of the following calendar month. (See "terms and conditions" for complete information).

**ADDITIONAL SERVICE FEES**

The following is a list of additional fees that will be charged to your account if you either exceed the amounts allotted in your service plan, or if you use services not covered by your service plan.

Additional Service	Rate	Initial Increments	Subsequent Increments
Background IP	\$6.50 / MB*	50 Kbytes (Minimum) *	10 Kbytes *
BGAN Voice to Fixed – 4 Kbps	\$0.99 / Minute	30 Seconds	15 Seconds
BGAN Voice to Cellular	\$1.19 / Minute	30 Seconds	15 Seconds
BGAN Voice to Iridium, Thuraya	\$3.99 / Minute	30 Seconds	15 Seconds
BGAN Voice to Globalstar	\$4.99 / Minute	30 Seconds	15 Seconds
BGAN ISDN – 64 Kbps	\$5.99 / Minute	30 Seconds	15 Seconds
IP Streaming – 32 Kbps	\$3.25 / Minute	30 Seconds	15 Seconds
IP Streaming – 64 Kbps	\$5.45 / Minute	30 Seconds	15 Seconds
IP Streaming – 128 Kbps	\$9.15 / Minute	30 Seconds	15 Seconds
IP Streaming – 256 Kbps	\$16.25 / Minute	30 Seconds	15 Seconds
Short Messaging Service	\$0.59 / Per 160 Character Msg.	160 Characters	160 Characters

*Data Abbreviations: MB= Megabytes; GB= Gigabytes; 1 GB = 1,024 Megabytes; 1 MB = 1024 Kilobytes; 1 Kilobyte =8 Kilobits*

**Part 5 \*\*\*\*\* WARNING \*\*\*\*\***

**IMPORTANT BGAN TERMINAL OPERATION NOTIFICATION & ACKNOWLEDGEMENT**

Inmarsat BGAN terminals are capable of making high speed (broadband) Internet connections that can result in SIGNIFICANT AIRTIME BILLS for satellite airtime if usage is not monitored and controlled. Service Users must use extreme caution when connecting this terminal to a computer network that may request or search for Internet access. If you have any questions about connecting your terminal to a network, contact GLOBALCOM or a computer network specialist. Please be aware that there are significant differences between direct ISDN Connections, Streaming IP and background IP connections. Maximum monthly airtime usage is set to the amount of customer deposit on the account. The system will be set up to stop service when the deposit limit is reached.

Please check the appropriate box below and initial where indicated to acknowledge your preferred response to this warning.

**I have read and understand this warning and:**

**I WOULD LIKE TO ESTABLISH AN AMOUNT TO SEND ME AN EMAIL ADVISORY** (sent to the email address on page one PART 1 – or additionally provided here). **There is a 30 minute delay between usage and billing record creation.** This means that there may be up to 30 minutes of usage beyond the email target. A significant amount of data can be sent in this 30 minute period. The customer is responsible for closely monitoring data usage using a tool such as the freeware program “NETMETER” available on the Web. This email does not effect the suspend level set by the amount of customer deposit.

ADVISORY AMOUNT I WOULD LIKE TO SET: \_\_\_\_\_ **(Megabytes)** CUSTOMER INITIAL \_\_\_\_\_

Notification Email \_\_\_\_\_

**I WOULD LIKE GLOBALCOM TO SUSPEND OPERATION OF THE TERMINAL AT A PREDETERMINED Level Less Than The DEPOSIT LEVEL AND SEND ME AN E-MAIL NOTIFICATION** (sent to the email address on page one PART 1 – or additionally provided here). **The suspend level is a target only.** There is a 30 minute delay between usage and billing record creation. This means that there may be up to 30 minutes of usage beyond the suspend target. A significant amount of data can be sent in this 30 minute period. The customer is responsible for closely monitoring data usage using a tool such as the freeware program “NETMETER” available on the Web.

SUSPENSION LEVEL I WOULD LIKE TO SET \_\_\_\_\_ **(Megabytes)** CUSTOMER INITIAL \_\_\_\_\_

Notification Email \_\_\_\_\_

Deposit Level Requested \_\_\_\_\_ **(Dollars)**

\*While Globalcom will attempt to advise all respective parties of their impending and encroaching limit, the burden of responsibility and discretion remains with that of the subscriber. It is solely their responsibility to ascertain that all equipment is properly engaged and managed accordingly. Globalcom assumes no liability as a result of this election for any apparent and incurred overages that may arise. Customer understands and accepts this responsibility

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Part 6 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. GLOBALCOM 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) GLOBALCOM Service:** Customer has contracted to have GLOBALCOM provide the service and pricing under the terms detailed within this Agreement in Part 4. Inmarsat BGAN Service is provided via Inmarsat land earth stations and network connectivity through Inmarsat. Customer agrees to remain as a subscriber of the service for a period of **ONE** year from the date of service activation (except where otherwise noted), and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. GLOBALCOM reserves the right to change rates at any time.
- (3) Data Transmission Use & Dropped Calls:** Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, GLOBALCOM makes no representation as to the success of data calls through the system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (i.e.: next to a building/obstruction), customer is also responsible for any data transmission at optimum speed, whether intended or not. Customer has been made aware of potential for significant airtime bills and accepts this responsibility in Part 5. All satellite systems have some inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. GLOBALCOM can provide data setup technical support beyond the normal provided setup instructions at an additional charge. Please consult with a sales representative for more details.
- (4) Changes/Early terminations/Contractual Limitations:** During the contract period, customer may not change their pricing plan. Moving to a lower cost plan or canceling a service plan requires customer to continue to make the minimum payments of their original service plan for the remainder of their original contract period, then new plan rates will apply.
- (5) Renewal:** All service plans automatically renew at the end of their term unless GLOBALCOM receives notification in writing prior to the end of contract term. Successive renewals will be for one (1) year service periods, unless otherwise noted, at the same terms and conditions contained herein.
- (6) Assignment:** This Service Agreement cannot be assigned without the written consent of GLOBALCOM.
- (7) Notice of Change/Termination:** Notice of change or termination should be made in writing to the GLOBALCOM Customer Service Department at the address listed above, no less than thirty (30) days prior to the expiration of any term of this Agreement. GLOBALCOM reserves the right to terminate this Contract at any time during the contract period.
- (8) Invoicing and Guarantee of Payment of Services:** GLOBALCOM will bill individuals by charging the customer's credit card provided above for this purpose, on a monthly basis. Monthly recurring charges are billed yearly in advance. Customer understands that they are responsible for all air time 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). 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.
- (9) 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 GLOBALCOM for any such taxes.
- (10) Deposits:** Mobile Satellite services are granted subject to credit approval by GLOBALCOM. GLOBALCOM requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits are required in the amount of the maximum airtime desired in a month. Deposits will be refunded at service or contract termination and all airtime has been paid.
- (11) Foreign Credit Cards:** Foreign credit cards will be accepted only after a complete verification has been done with the issuing bank. The issuing bank must contact the credit card holder and confirm the authorization for the charge to be approved. Verification of foreign credit cards may delay order processing for up to 72 hours. All deposits for terminals will still apply. GLOBALCOM reserves the right to decline any credit card transaction.
- (12) 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 GLOBALCOM all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by GLOBALCOM in exercising any of its rights under the Agreement. Should Customer's service be suspended for non-payment GLOBALCOM will charge a decommissioning or re-activation fee of \$50.00 per mobile terminal for re-activation of the suspended terminal. Additional deposits may be required after such an event.
- (13) Limitation of Liability:** The satellite services provided by GLOBALCOM may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. GLOBALCOM makes no representation that it can provide uninterrupted service. Furthermore, GLOBALCOM shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of GLOBALCOM. GLOBALCOM 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. GLOBALCOM 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. GLOBALCOM SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.
- (14) Subscriber Terminals and Equipment:** Unless provided otherwise, GLOBALCOM 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 until proper written documentation is received and confirmed by GLOBALCOM.
- (15) 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. GLOBALCOM does not guarantee any authority to radiate from territories other than those allowing trans-border operations of Inmarsat equipment. For more information on this, please consult with your GLOBALCOM Account Manager.
- (16) Governing Law:** This contract is governed by the laws of the State of Texas and applicable tariffs.
- (17) CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT HAVING PROPER JURISDICTION WITHIN THE STATE OF TEXAS. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.**

Signature \_\_\_\_\_

Date \_\_\_\_\_