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**ATTACHMENT 10**

**E&E ENTERPRISES GLOBAL INC GSA SERVICE AGREEMENT FOR INMARSAT FBB-BGAN SERVICES**

Please Note: All airtime is billed from the United States in U.S. dollars.  
FILL OUT ENTIRE FORM. Initializing pages 1, 2, 3 and signing pages 4, 5 and fax back to 757-265-9750

**Part 1: CUSTOMER INFORMATION**

Business complete Sec. A          Individuals complete Sec. B

A. **Business Account**          Company Name: \_\_\_\_\_  
 Primary Contact: \_\_\_\_\_ (Fed ID/ Tax ID #): \_\_\_\_ - \_\_\_\_\_  
 Category:  Corporation  Foreign Government (Non-GSA)  
 If Federal Tax exempt check here:  (Must provide Tax Exempt documentation)

B. **Individual Account**          Name: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**All must complete the following:** (Attach legible copy of Government Issued ID/Driver's License or Passport)

C. Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Post Code \_\_\_\_\_  
 Country \_\_\_\_\_ - This address is the same as the physical address:  YES  NO  
 Phone (Daytime) \_\_\_\_\_ Phone (Evening) \_\_\_\_\_  
 FAX \_\_\_\_\_ Cellular \_\_\_\_\_  
 E-Mail: \_\_\_\_\_ Website: \_\_\_\_\_

**PART 2 : BGAN TERMINAL & SIM CARD INFORMATION**

	Unit 1	Unit 2	Unit 3	Unit 4
<b>Terminal/SIM Name/Label</b>				
<b>BGAN Serial No (IMEI)</b>				
<b>BGAN SIM Card No (ICCID)</b>				
<b>Main Terminal Number</b>				

If additional terminals and (or) SIM Cards are part of this Agreement, please use Inmarsat BGAN Service Application Supplementary Sheet

Supplementary Sheet Attached (check only if used) - listing additional units.

Customer Initial \_\_\_\_\_

### Part 3: FleetBroadband BGAN GSA SERVICE PLAN SELECTION

CHOOSE ONE of the following service plans for each terminal or group of terminals you purchase:

Check One	FBB Service Plans Monthly Basis	Service Fee Monthly	BGAN Voice Minutes Implied***VtoF	Background IP Data, MB Implied***	Rate for Additional; Background IP Data***
	*Mid - Allowance Plan FBB USERS	\$3,333.00 Monthly Fee	3481	385MB	\$12.35/MB
	*Mid - Allowance Plan FBB USERS	\$4,888.00 Monthly Fee	3481	385MB	\$13.35/MB
	*High- Allowance Plan FBB USERS	\$4,900.50 Monthly Fee	9482	1,042MB	\$5.30/MB SPOT
	*High- Allowance Plan FBB USERS	\$12,108.35 Monthly Fee	9482	1,042MB	\$5.30/MB SPOT
	SCAP ENTRY Level Plan MAX SIM 10	\$17,300.00 Monthly Fee	12,542	1,539MB	\$12.35/MB
	SCAP ENTRY Level Plan MAX SIM 20	\$34,620.00 Monthly Fee	25,083	3,078MB	\$9.40/MB
	SCAP ENTRY Level Plan MAX SIM 50	\$83,210.00 Monthly Fee	62,708	7,689MB	\$5.79/MB
	SCAP ENTRY Level Plan MAX SIM 100	\$160,775.50 Monthly Fee	125,417	15,385MB	\$4.69/MB
	SCAP MID Level Plan MAX SIM 10	\$28,218.75 Monthly Fee	31,354	3,846MB	\$12.35/MB
	SCAP MID Level Plan MAX SIM 20	\$56,437.50 Monthly Fee	62,708	7,692MB	\$9.40/MB
	SCAP MID Level Plan MAX SIM 50	\$133,858.75 Monthly Fee	156,771	19,226MB	\$5.79/MB
	SCAP MID Level Plan MAX SIM 100	\$253,263.75 Monthly Fee	313,542	38,446MB	\$4.69/MB
	SCAP HIGH Level Plan MAX SIM 10	\$47,050.25 Monthly Fee	84,917	10,422MB	\$12.35/MB
	SCAP HIGH Level Plan MAX SIM 20	\$90,315.50 Monthly Fee	169,835	20,845MB	\$9.40/MB
	SCAP HIGH Level Plan MAX SIM 50	\$215,580.00 Monthly Fee	424,588	52,104MB	\$5.79/MB
	SCAP HIGH Level Plan MAX SIM 100	\$391,915.25 Monthly Fee	849,175	104,163MB	\$4.69/MB
	<b>Communications To Other Mobile Services</b>	<b>Price Per Minute</b>	<b>SURCHARGE Standard Plan NRC</b>	<b>SURCHARGE Mid Allowance NRC</b>	<b>SURCHARGE High Allowance NRC</b>
	Inmarsat B Voice /Fax/Data LSD	\$3.60	\$2.25	\$2.25	\$2.25
	Inmarsat M Voice/Fax/Data LSD	\$3.20	\$1.65	\$1.65	\$1.65
	Inmarsat Mini-M/GAN/Fleet/Swift LSD	\$2.85	\$1.35	\$1.35	\$1.35
	Inmarsat Aero Voice LSD	\$5.35	\$3.75	\$3.75	\$3.75
	Iridium Voice LSD	\$6.35	\$4.50	\$4.50	\$4.50
	Globalstar Voice LSD	\$6.35	\$4.50	\$4.50	\$4.50
	Thuraya Voice	\$4.63	\$3.00	\$3.00	\$3.00
	Other MSS Carriers LSD	\$7.35	\$4.95	\$4.95	\$4.95
	Inmarsat B HSD ISDN	\$18.15	\$9.25	\$9.25	\$9.25
	Inmarsat GAN/Fleet/Swift HSD ISDN	\$16.30	\$7.45	\$7.45	\$7.45
	BGAN/SBB HSD	\$16.30	\$7.45	\$7.45	\$7.45

All charges are exclusive of value added tax, other taxes, duties and fees, including Federal Universal Service, Regulatory and Administrative charges, and other charges related to E&E Enterprises Global, Inc.'s governmental costs incurred in providing said Service(s). \*\*\*Implied charges are based on full consumption of given allowance.

#### General Guidelines & Principles, Allowance Plans:

- SIM cards orders will be charged. - Allowance packages have a minimum duration of 12 months and can be billed on a

monthly, quarterly or yearly basis. In case of early termination, billing of remaining fees is due until the end of the minimum duration. Allowances do not include: Streaming IP, ISDN and traffic to other mobile satellite services. - Allowance packages billed on a monthly basis have no rollover of unused allowances to the next month. Allowance packages billed on a quarterly or yearly basis will have full airtime allocation from activation through the duration of the elected period. There will be pro-rating of the allowance and subscription charges based on date of activation. Once the minimum duration period has expired, the package plan will automatically renew, unless the SIM user chooses an alternative on the date of expiry. Prices are subject to change without prior notice.

**General Guidelines & Principles specific to SCAPs**

- 12 months minimum duration on all SCAPs. SIM cards orders will be charged. A SCAP package begins with the activation of the first SIM in the SCAP. Monthly fee and allowance pro-rating is based on the date of the first SIM activation of the SCAP, including any upgraded SIM's. SCAP subscriptions will automatically continue to be charged after the minimum duration period has expired or until a service order is received to have the last SIM within the SCAP cancelled or moved to another package. - Early termination penalty of the SCAP balance applies when the last SIM card in a SCAP is cancelled within the minimum duration period. - All prices are subject to change without prior notification. Please refer to our General Terms and Conditions for more information.

**Part 3a: BGAN/FBB GSA SERVICE PLAN RENEWAL**

You may choose the option of having your service plan canceled at the end of your term, or you can contact E&E Enterprises Global, Inc. at or before month eleven to cancel your service plan anytime after the end of the initial 12 month contract. **Please remember that all agreements renew automatically and will be activate until canceled by the customer in writing or a manner prescribed by E&E in the Subscriber Agreement.**

I **ELECT** to **AUTOMATICALLY RENEW** my service plan for an additional year at the end of my term.

I **DECLINE** the **AUTO-RENEW OPTION** and wish to contact E&E at or before month **Eleven** to renew my plan.

**Part 3b: ADDITIONAL GSA Fleet Broadband 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	\$13.25/MB*	50 Kbytes (Minimum)*	10 Kbytes*
BGAN Voice to BGAN -4 kbps (Includes Calls to Voicemail)	\$1.10/Minute	30 Seconds	15 Seconds
BGAN Voice to Fixed – 4 Kbps	\$1.52/Minute	30 Seconds	15 Seconds
BGAN Voice to Cellular-4 Kbps	\$1.85/Minute	30 Seconds	15 Seconds
BGAN ISDN – 64 Kbps FBB500 Only	\$9.10/Minute	30 Seconds	15 Seconds
Fixed IP Address	\$22.50/Ea	Monthly	12 Months
IP Streaming – 32 Kbps	\$6.25/Minute	30 Seconds	15 Seconds
IP Streaming – 64 Kbps	\$8.50/Minute	30 Seconds	15 Seconds
IP Streaming – 128 Kbps	\$34.50/Minute	30 Seconds	15 Seconds
IP Streaming – 256 Kbps FBB500 Only	\$49.00/Minute	30 Seconds	15 Seconds
Short Message Service SMS Max 160 Characters	\$0.60/Per Msg.	160 characters	160 characters
BGAN Subscription Fee	\$57.00	Monthly	Annual \$680.00
Satellite Direct Sub. Fee	\$57.00	Monthly	Annual \$680.00
Voice Mailbox Sub. Fee	\$15.00	Monthly	Paid Annually
Fax Mailbox Sub. Fee	\$15.00	Monthly	Paid Annually
Voicemail Retrieval Fee	\$1.99	Minute	Paid Annually

*Data Abbreviations: MB= Megabytes; GB= Gigabytes; 1 GB = 1,024 Megabytes; 1 MB = 1024 Kilobytes; 1 Kilobyte =8 Kilobits; min call duration Standard IP Incr. .01mb Min Call Dur. .05MB*

Customer Initial: \_\_\_\_\_

**Part 4: BILLING & INVOICING:**

Choose One Billing & One Payment Method

**A. BILLING (check one box)**

I ELECT to receive **ONLINE BILLING NOTIFICATION** utilizing the e-mail account from page one.

I **DECLINE ONLINE BILLING NOTIFICATION**, and I understand that I will incur a **\$4.95 monthly fee** for printed and mailed statement

**B. PAYMENT (check one box)**

**DIRECT MONTHLY BILLING:** Subject to Individual or DUNN & BRADSTREET Credit Check.

**AUTO BILL PAY via MONTHLY AUTOMATIC CREDIT CARD PAYMENT**

Card Number \_\_\_\_\_ Security Code\* \_\_\_\_\_ Expiration \_\_\_\_\_ (MM/YY)  
(\* 3 digit Security Code can be found on the back of the M/C & Visa Cards, and will be 4 digit code on front of AMEX)

Name on Credit Card: \_\_\_\_\_

Company Name on Card (if applicable): \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_  
(if different from above)

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

**IMPORTANT NOTE:** All Foreign Customers (without a United States Social Security number) are subject to a \$2,500 deposit for each terminal. E&E does not accept third party credit cards or Non-U.S. originated credit cards.

**BILLING NOTES:**

- All Pricing in U.S. Dollars (\$/USD)
  - Billing Increments (Minute Services) – 30 second increments.
  - Billing Increments (Data Services) – 50 Kbytes minimum per each 12 hour period, with additional data billed in 10 Kbyte increments. ISDN 30s 30s. Streaming 5s 30s.
- Standard IP 0.01MB 0.05MB\* until Dec 2009 - 0.2MB after
- SMS service = 160 character message maximum.

**DEALER INFORMATION (If Applicable)**

Dealer Name: \_\_\_\_\_ City: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_ Dealer Code: \_\_\_\_\_

Customer Initial \_\_\_\_\_

**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 E&E Tech Support @ [techsupport@eeenterprisesinc.com](mailto:techsupport@eeenterprisesinc.com). Please be aware that there are significant differences between direct ISDN Connections, Streaming IP and background IP connections. All customer networks are configured differently; E&E is not responsible for customer application performance.

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 1C – or additionally provided here). E&E WILL CONTACT ME TO DISCUSS OPTIONS AND SET ADVISORY LIMITS PRIOR TO COMPLETING ACTIVATION OF THE BGAN SERVICE

ADVISORY AMOUNT I WOULD LIKE TO SET: \_\_\_\_\_ (DEFAULT \$2500.00)  
 CUSTOMER INITIAL \_\_\_\_\_

Addl' email \_\_\_\_\_ Addl' email \_\_\_\_\_

ADVISORY LEVEL SET AT \_\_\_\_\_ Acct. Mgr. \_\_\_\_\_

**I WOULD LIKE E&E Enterprises Global, Inc. TO SUSPEND OPERATION OF THE TERMINAL AT A PREDETERMINED LEVEL AND SEND ME AN E-MAIL NOTIFICATION** (sent to the email address on page one PART 1C – or additionally provided here). E&E WILL CONTACT ME TO DISCUSS OPTIONS AND SET SUSPENSION LIMITS PRIOR TO COMPLETING ACTIVATION OF THE BGAN SERVICE

SUSPENSION LEVEL I WOULD LIKE TO SET \_\_\_\_\_ (DEFAULT \$2500.00)  
 CUSTOMER INITIAL \_\_\_\_\_

Acct. Mgr. \_\_\_\_\_

Addl' email \_\_\_\_\_ Addl' email \_\_\_\_\_

**I UNDERSTAND THE POTENTIAL FOR SIGNIFICANT AIRTIME USE THROUGH THIS TERMINAL, BUT, I DO NOT WISH TO UTILIZE E&E'S ADVISORY OR SUSPENSION SERVICE AT THIS TIME.**

CUSTOMER INITIAL \_\_\_\_\_

\*While E&E Personal Communications 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. E&E Personal Communications 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 \_\_\_\_\_

If you have any questions please contact E&E Enterprises Global Inc. at 757-826-9532

**Notice:** This Service Agreement is for a minimum of one (1) year. All airtime is billed from the United States in U.S. Dollars (USD).

**(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. E&E 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) E&E Service:** Customer has contracted to have E&E provide the service and pricing under the terms detailed within this Agreement at Part 3. Inmarsat BGAN Service is provided via Inmarsat land earth stations and network connectivity through Telenor Satellite Services and/or France Telecom Mobile Satellite Communications. 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. E&E 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, E&E 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 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. E&E 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 change their pricing plan to a higher bundle without additional charge. 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. Changing any service plan will renew the contract period for **12 months** as of the effective date of the change.

**(5) Renewal:** All service plans automatically renew at the end of their term unless E&E receives notification in writing prior to the end of contract term. Successive renewals will be for one (1) year service periods at the same terms and conditions contained herein.

**(6) Assignment:** This Service Agreement cannot be assigned without the written consent of E&E.

**(7) Notice of Change/Termination:** Notice of change or termination should be made in writing to the E&E Enterprises Global Inc. at 20 Basil Sawyer Drive, Hampton, VA 23666, USA, no less than thirty (30) days prior to the expiration of any term of this Agreement. E&E reserves the right to terminate this Contract at any time during the contract period.

**(8) Invoicing and Guarantee of Payment of Services:** E&E 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 airtime, 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.

**(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 E&E for any such taxes.

**(10) Deposits:** Mobile Satellite services are granted subject to credit approval by E&E. E&E requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits may be required for Non-US citizens or customers who do not have established credit. Customers will be advised prior to service activation if a deposit is required. 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. E&E 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 E&E all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by E&E in exercising any of its rights under the Agreement. Should Customers service be suspended for non-payment E&E 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 E&E may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. E&E makes no representation that it can provide uninterrupted service. Furthermore, E&E shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of E&E. E&E 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. E&E 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. E&E 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, E&E 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 E&E.

**(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. E&E 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 E&E Account Manager.

**(16) Governing Law:** This contract is governed by the laws of the State of Florida 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 VIRGINIA. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

QUITE TIME UTC		
REGION	From	TO
AOR-W	23:00	07:00
AOR-E	22:00	06:00
IOR	19:00	03:00
POR	19:00	03:00

All prices, terms and conditions are subject to change without notice.

<http://www.eeenterprisesinc.com/agree.htm>