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## E&E ENTERPRISES GLOBAL INC GSA SERVICE AGREEMENT FOR INMARSAT BGAN

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  GSA (GS35F-0779N)  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: BGAN SERVICE PLAN SELECTION

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

Check One	Service Plan	Service Fee	BGAN Voice Minutes Included	Background IP Data Included*	Rate for Additional; Background IP Data*
	<b>Anytime Plan</b>	\$1,285.20 Annual	0	120 MB/Yr Min reqrd	\$10.71/MB
	<b>Standard Plan</b>	\$55.00 Monthly	0	0 MB	\$10.71/MB
	<b>Essential Plan</b> (Voice and Background IP only) Part 3B rates apply	\$55.00 Monthly	0	0 MB	\$10.71/MB
	<b>Entry Allowance Plan</b> Part 3B rates apply	\$139.00 Monthly	0	20 MB/Mo.	\$8.25/MB SPOT
	<b>Mid - Allowance Plan</b> (100MB + 30 mins voice)	\$460.10 Monthly	30	100 MB/Mo.	\$6.79/MB SPOT
	<b>High- Allowance Plan</b> (750MB + 200 mins voice)	\$2,962.05 Monthly	200	750 MB/Mo.	\$5.20/MB SPOT
	<b>Super - Allowance Plan</b> (2GB + 300mins voice)	\$5,924.09 Monthly	300	2 GB/Mo.	\$4.15/MB SPOT
	<b>SCAP ENTRY Level Plan</b> MAX SIM 20	\$1,175.00 Monthly	NO VOICE	200MB/Mo	\$6.79/MB
	<b>SCAP ENTRY Level Plan</b> MAX SIM 50	\$2,900.00 Monthly	NO VOICE	500MB/MO	\$6.79/MB
	<b>SCAP ENTRY Level Plan</b> AX SIM 100	\$5,795.00 Monthly	NO VOICE	1000MB/Mo	\$6.79/MB
	<b>SCAP MID Level Plan</b> MAX SIM 20	\$4,350.00 Monthly	300 Minutes	1000MB/Mo	\$6.79/MB
	<b>SCAP MID Level Plan</b> MAX SIM 50	\$10,750.00 Monthly	750 Minutes	2500MB/MO	\$6.79/MB
	<b>SCAP MID Level Plan</b> MAX SIM 100	\$21,975.00 Monthly	1500 Minutes	5000MB/MO	\$6.79/MB
	<b>SCAP HIGH Level Plan</b> MAX SIM 20	\$26,650.00 Monthly	2000 Minutes	7500MB/MO	\$6.79/MB
	<b>SCAP HIGH Level Plan</b> MAX SIM 50	\$65,950.00 Monthly	5000 Minutes	18,750MB/MO	\$6.79/MB
	<b>SCAP HIGH Level Plan</b> MAX SIM 100	\$132,500.00 Monthly	10,000 Minutes	37,500MB/MO	\$6.79/MB
	<b>SCAP SUPER Level Plan</b> MAX SIM 20	\$55,950.00 Monthly	3000 Minutes	20,000MB/MO	\$6.79/MB
	<b>SCAP SUPER Level Plan</b> MAX SIM 50	\$140,250.00 Monthly	7500 Minutes	50,000MB/MO	\$6.79/MB
	<b>SCAP SUPER Level Plan</b> MAX SIM 100	\$280,500.00 Monthly	15,000 Minutes	100,000MB/MO	\$6.79/MB

*\*The Anytime Plan requires 120MB per year annual use; failure to use 10MB per month results in an additional \$52.00 per month per SIM card.* Note: All service plans are on a one year contract, billed monthly for service fees, except the Anytime Plan (which is billed yearly). All subsequent terms will be for one year, except for the Standard Plan (which is month to month after the first year). Any service plan changes will take effect on the 1<sup>st</sup> day of the following calendar month. (See "terms and conditions" for complete information).

**Part 3a: BGAN SERVICE PLAN RENEWAL**

You may choose the option of having your service plan automatically renew at the end of your term, or you can contact E&E Enterprises Global, Inc. at or before month eleven to renew your service plan. **Please remember that if your agreement is not renewed your terminal will be deactivated.**

- 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 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	\$8.25/MB*	50 Kbytes (Minimum)*	10 Kbytes*
BGAN Voice to BGAN -4 kbps (Includes Calls to Voicemail)	\$0.99/Minute	30 Seconds	15 Seconds
BGAN Voice to Fixed – 4 Kbps	\$2.15/Minute	30 Seconds	15 Seconds
BGAN Voice to Cellular-4 Kbps	\$1.24/Minute	30 Seconds	15 Seconds
BGAN ISDN – 64 Kbps	\$7.07/Minute	30 Seconds	15 Seconds
IP Streaming – 32 Kbps	\$2.27/Minute	30 Seconds	15 Seconds
IP Streaming – 64 Kbps	\$6.07/Minute	30 Seconds	15 Seconds
IP Streaming – 128 Kbps	\$10.02/Minute	30 Seconds	15 Seconds
IP Streaming – 256 Kbps	\$16.04/Minute	30 Seconds	15 Seconds
IP Streaming – 384 Kbps	Call for Quote	30 Seconds	15 Seconds
Short Message Service	\$0.45/Per 160 Character Msg.	160 characters	160 characters
Activation FEE* Ea.	\$99.00	NRC	NA
BGAN Subscription Fee	\$49.00	Monthly	Annual \$588.00
Satellite Direct Sub. Fee	\$39.00 SPOT	Monthly	Annual \$468.00
Voice Mailbox Sub. Fee	\$12.00	Monthly	Annual
Fax Mailbox Sub. Fee	\$12.00	Monthly	Annual
Voicemail Retrieval Fee	\$1.82	Minute	Minute

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

*\*Waived based on volume purchase*

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 \$1,000 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.
- 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 or a computer network specialist. Please be aware that there are significant differences between direct ISDN Connections, Streaming IP and background IP connections.

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

**Part 6: TERMS AND CONDITIONS**

**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 Customer's 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.