

# LightSquared LP Satellite Telephone Service Contract

10802 Parkridge Blvd.  
Reston, VA 20191  
Tel 800.216.6728  
Fax 800.455-6543  
csrhelp@lightsquared.com

Dealer Name \_\_\_\_\_

Dealer Code \_\_\_\_\_

Dealer Salesperson Name \_\_\_\_\_

Dealer Phone \_\_\_\_\_

Dealer Email or Fax \_\_\_\_\_

## BILLING INFORMATION

Customer Name (Last, First, M.I.) or Formal Business Name \_\_\_\_\_

Attention / Billing Contract Name (if different from above) \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

State \_\_\_\_\_ Zip or Postal Code + 4 (required) \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Email \_\_\_\_\_

Is this an existing Satellite Service account?  Yes  No  
If yes, existing master account number \_\_\_\_\_

Is customer adding new lines to existing account?  Yes  No  
If yes, type of line:  Voice  Dispatch  GPS  Data

Account Type:  Government  Commercial  Personal  
 Dealer  Other \_\_\_\_\_

## BUSINESS CREDIT INFORMATION

Years in Business: \_\_\_\_\_ Federal ID# \_\_\_\_\_

Federal PO# (required for government accounts) \_\_\_\_\_

Requestor Name \_\_\_\_\_

Is Requestor  an Officer or  an Authorized agent of the company

Is Requestor authorized to Incur Debt?  Yes  No

If no, list Name, Title, Telephone Number of Authorized Personnel Below \_\_\_\_\_

Authorized Purchasing Personnel Contact (Name, Title, Telephone Number) \_\_\_\_\_

Tax Exempt?  Yes  No If yes, please attach certificates

## EQUIPMENT

### TYPE / INSTALLATION

- Aeronautical  Transportable  
 Fixed  Marine  
 Other \_\_\_\_\_

Equipment Manufacturer: \_\_\_\_\_

Model Number: \_\_\_\_\_

By checking the following box, you do not wish LightSquared to contact you regarding new services, products, other promotional or marketing related matters.

## SERVICE RATES AND ACTIVATION FEES

Rate Plan Code \_\_\_\_\_

Service Activation Fee \$ 50.00

Call Management Activation Fee (\$10/option) \$

Monthly Access Charge \$

Minutes Included \_\_\_\_\_

Airtime Rate / Minute \$

MSAT-G2 Tracking / Month:

Standard  Enhanced \$

Per Poll Rate \$

Data Access / Month \$

Fax Access/Month \$

Suspension Fee \$ 16.00

Suspended Terminal Monthly Access \$ 10.00

Call Management Options:

- Conference Calling  International Calling  
 Call Forwarding  Outbound Barred Numbers  
 Voicemail

## SATELLITE PHONE INFORMATION

Electronic Serial Number (ESN)

(if more than 2 serial numbers, list on separate sheet, noting antenna type for each)

User Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip (+4) \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Electronic Serial Number (ESN)

(if more than 2 serial numbers, list on separate sheet, noting antenna type for each)

User Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip (+4) \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

## SIGNATURE AUTHORIZATION

X \_\_\_\_\_  
Customer Signature

\_\_\_\_\_ Date

Version 10.2 – 07/28/10

By signing contract, customer agrees to all terms and conditions, including but not limited to credit worthiness provisions.

X \_\_\_\_\_  
Dealer Signature †

† I have verified the identity of the Customer/Authorized signatory with photo identification. (Circle: Driver's License Number, or Passport number \_\_\_\_\_).

## TERMS AND CONDITIONS - SATELLITE TELEPHONE SERVICE AND SATELLITE DISPATCH SERVICE

This Agreement ("Agreement") is entered into by and between LightSquared LP ("LightSquared") and the individual or entity ("Customer") identified on the reverse of this Agreement and/or on the order form associated with this Agreement (the "Order Form"). This Agreement is effective as of the date the Order Form is signed by Customer and accepted by LightSquared.

1. LightSquared's responsibility: LightSquared shall provide LightSquared Satellite Telephone Service and/or Satellite Dispatch Service (the "Service") to Customer in accordance with this Agreement and at the rates and charges shown on the Order Form.
2. Customer's responsibilities: (a) Customer shall:
  - (1) pay for the Service in accordance with the rates and charges shown on the Order and applicable rate sheet; and
  - (2) use the Service only for lawful purposes and in accordance with these Terms and Conditions and with the rules, policies, and regulations specified by LightSquared and/or the FCC and provided to Customer; &
  - (3) use only certified satellite telephones approved by LightSquared for use with the Service.
- (b) Customer represents that (1) the individual whose signature appears on the Order is authorized to sign on behalf of Customer and (2) Customer will be responsible for all charges assessed for use of the Service.
3. Term, rates, charges, and payment for the Service: (a) Term, Rates and Charges: This Agreement will remain in effect for an initial term of 12 months and thereafter will continue on a month-to-month basis until terminated by either LightSquared or Customer upon 30 days' advance written notice. Customer agrees to pay a \$300 early termination fee per mobile terminal if Customer terminates this Agreement prior to the end of the initial 12 month term. After the end of the initial 12 month term the rates and charges for the Service are subject to change by LightSquared upon thirty (30) days' written notice to Customer.
  - (b) Payment: (1) LightSquared will invoice Customer monthly in advance for fixed, recurring charges and any other non-usage-based fees for Service, and in arrears for usage-based charges.
  - (2) Invoices shall be payable thirty (30) days after the date of invoice. All references in this Agreement to "days" mean calendar days. For purposes of computing partial month charges, each day is considered to be 1/30 (one-thirtieth) of a month. Payments will be applied to the earliest outstanding amounts due under this Agreement. Customer shall make payments in accordance with the instructions specified on the invoice. Customer's first invoice may contain charges from a previous billing period for service provided from the date of installation through the current invoice period.
  - (3) LightSquared reserves the right to charge Customer, and Customer agrees to pay, a late charge equal to one and one-half percent (1-1/2%) per month on any past due balances.
  - (4) Customer shall notify LightSquared in writing of any dispute or disagreement with invoiced charges within 30 days after the due date of the 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. (5) LightSquared, as a telecommunications carrier, is bound by The Communications Act to protect the confidentiality of Customer Proprietary Network Information (CPNI) and as such to ensure that it is not knowingly or unknowingly providing CPNI to unauthorized 3<sup>rd</sup> parties. Customer understands and agrees that Customer's identity will be authenticated with a password by LightSquared before requested call, account or invoice detail will be provided to them.
  - (c) Creditworthiness: Provision of the Service is contingent upon Customer's initial and continued creditworthiness, as determined by LightSquared, and Customer authorizes LightSquared to obtain, and agrees to provide to LightSquared upon request, such information as LightSquared may reasonably request from time to time in this regard. Customers whose financial condition has not been established to LightSquared's satisfaction may be required, as a condition of receiving the Service, to make and maintain, for as long as Customer is using the Service, a deposit equaling up to six (6) months of actual or estimated charges for services to be provided. LightSquared may require a new deposit where previously waived or returned, or an additional deposit, in order to secure payment of current billings. Security deposits will be applied if necessary to any unpaid balances, and, if unused, returned to Customer after Customer's use of the Service is terminated. Unless otherwise required by law, deposits will not accrue interest while held by LightSquared.
  - (d) Taxes and Fees: All charges payable under this Agreement are exclusively for the Service provided by LightSquared and DO NOT include any applicable taxes, fees, surcharges or levies chargeable by any appropriate governmental entity. Unless Customer has provided LightSquared with an appropriate exemption certificate, Customer is liable for and shall indemnify LightSquared from and against, all taxes, fees, surcharges and levies assessed by any governmental body and properly chargeable to Customer which may be passed directly through to Customer, and for all taxes, fees, surcharges or levies required to be collected by LightSquared on behalf of any governmental body, and taxable to Customer on behalf of any governmental body, with respect to LightSquared's provision of the Service to Customer or relating to Customer's use of the Service.
4. Conditions on use of the Service: (a) The Service is provided subject to the availability of capacity on LightSquared's mobile satellite system. The Service may be temporarily unavailable or limited because of capacity limitations or emergency pre-emption as required by LightSquared's FCC authorization and may be temporarily interrupted or curtailed due to modifications, upgrades, repairs, and similar activities of LightSquared as necessary for the proper or improved operation of the Service. LightSquared reserves the right to allocate satellite capacity among all of its users and product lines, including but not limited to Customer and the Service, respectively.
  - (b) The Service may not be used for unlawful or fraudulent purposes, to make abusive or obscene calls, or to interfere unreasonably with the use by others of the Service or of any of LightSquared's other mobile satellite services. In addition to its rights under section 6, LightSquared reserves the right to suspend Customer's use of the Service immediately upon reasonably suspecting that Customer is engaging in unlawful or fraudulent use of the Service, including but not limited to accessing, altering, or making connection to LightSquared facilities by any trick, scheme, false representation, or other fraudulent means or devices.
  - (c) **IMPORTANT: LIGHTSQUARED PROVIDES EMERGENCY REFERRAL SERVICE, ACCESSIBLE BY DIALING "911" ON YOUR SATELLITE TELEPHONE. UNLIKE CELLULAR OR STANDARD TELEPHONE "911" SERVICE, EMERGENCY REFERRAL SERVICE CALLS ARE ROUTED TO A REPUTABLE AND EXPERIENCED THIRD PARTY REFERRAL SERVICE, WHICH WILL MAKE BEST REASONABLE EFFORTS TO DETERMINE THE NEAREST PUBLIC SAFETY OR LAW ENFORCEMENT AUTHORITIES AND THEN ROUTE YOUR CALL TO THOSE AUTHORITIES. YOU UNDERSTAND AND ACKNOWLEDGE, BY SIGNING THE ORDER ON THE REVERSE, THAT LIGHTSQUARED'S RESPONSIBILITY FOR EMERGENCY REFERRAL SERVICE IS LIMITED TO THE ABOVE ACTIONS, AND THAT LIGHTSQUARED WILL IN NO EVENT BE LIABLE FOR RESPONDING TO EMERGENCY REFERRAL SERVICE CALLS.**
  - (d) Use of the Service is limited to LightSquared's licensed territories, which are the United States, Puerto Rico, the U.S. Virgin Islands, and 200 miles of U.S. coastal waters, and in other areas within the coverage of LightSquared's satellite, subject to the approval of local authorities.
  - (e) Customer acknowledges and agrees that Service will not be initiated by LightSquared until Customer has provided photo identification, the substance of which has been recorded on this contract face.
  - (f) Customer acknowledges and agrees that he/she has no proprietary right or ownership of the numbers assigned to Customer for use with the Service or satellite telephones used by Customer.
  - (g) The Enhanced MSAT-G2 Tracking Service is a partnership between LightSquared and 3rd Party Application Developers. If a 3rd Party Application Developer defaults in making their application available to LightSquared and Customer, LightSquared will use its best efforts to continue to provide the Enhanced MSAT-G2 Tracking Service including efforts to transition Customer over to a new 3rd Party Application Provider. The Enhanced MSAT-G2 Tracking Service is subject to the availability of 3rd Party Applications and may be terminated without notice.

**5. WARRANTY AND LIMIT OF LIABILITY:** (a) LightSquared warrants that the Service will operate in accordance with its service description when utilized in accordance with LightSquared's instructions and operational procedures. EXCEPT AS STATED IN THESE TERMS AND CONDITIONS, LIGHTSQUARED MAKES NO WARRANTY REGARDING THE SERVICE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The limitations and disclaimers in this section 5 shall extend to LightSquared's agents.

(b) **LIGHTSQUARED'S LIABILITY IN CONNECTION WITH THE SERVICE SHALL BE LIMITED TO SERVICE CREDITS, IF ANY, GRANTED BY LIGHTSQUARED. IN NO EVENT WILL LIGHTSQUARED BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR FOR ANY LOST PROFITS ARISING OUT OF THE PROVISION, NONPROVISION, OR THE USE OF SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.**

(c) Without limiting the foregoing, LightSquared shall in no event be liable for:

- (1) Service interruptions or delays, errors, defects or curtailments in Service transmission, or failure to provide Service, when caused by acts of God, fire, war, riots, government authorities, emergency pre-emption, or other causes beyond LightSquared's control, including but not limited to the causes described in section 4(a) above; or
  - (2) the failure of third parties to perform their responsibilities associated with the provision of the Service, for example (but without limitation) emergency services or delivery or quality of calls via the public switched telephone network; or
  - (3) any claims arising as a result of unlawful or unauthorized use of LightSquared's facilities and services or interception of a call placed over the Service; or
  - (4) for the provision and/or performance of satellite telephones, or for any defacement or damage to customer's vehicle resulting from the installation, existence, or use of satellite telephones in customer's vehicle.
- (d) LightSquared will grant service credits as described in subparagraphs (1), (2), and (3) of this paragraph (d) upon Customer's request, provided that Customer must request a service credit within 24 hours of the unavailability, impairment, or restriction of the Service.
  - (1) Where the Service is completely unavailable for a period of four (4) or more consecutive hours in a day, LightSquared will credit Customer an amount equal to 1/30 of the monthly access fee.
  - (2) Where the Service remains available but is impaired, or restricted so as to affect adversely Customer's use, a credit allowance will be given at the discretion of LightSquared, based on the extent and duration of such impairment or restriction.
  - (3) No service credit will be granted when the Service is unavailable, impaired, or restricted due to any condition described in paragraph (c) of this section 5, or if Customer requests a service credit more than 24 hours after the unavailability, impairment, or restriction of the Service.

Except for the service credits described in this paragraph (d), LightSquared shall not be liable to Customer for any loss or damage incurred by reason of or incidental to any delay or interruption of the Service. LightSquared's liability for any other damages asserted by Customer shall be limited to Customer's actual, direct damages due to LightSquared's gross negligence or willful acts and shall in no event exceed for any incident the lesser of charges actually paid for the preceding six (6) months of the Service or Ten Thousand Dollars (\$10,000.00), with an aggregate over any twelve (12) month period not exceeding Fifty Thousand Dollars (\$50,000.00).

(e) Customer recognizes that LightSquared may from time to time obtain satellite capacity for Customer from LightSquared (Canada) Inc. ("LightSquared Canada"), the authorized provider of mobile satellite service in Canada. Customer agrees that, in such event, LightSquared Canada and its officers, directors, employees, shareholders, partners, investors and agents shall not be liable, for any reason whatsoever, whether in contract or tort or under any other theory of law, for damages related in any way to the provision of the Service hereunder arising out of an act or omission of LightSquared Canada or resulting from the use of services under this Agreement, including but not limited to any fault in LightSquared Canada's mobile satellite which results in failure to establish service, delays, in-service interruption, degradation or loss or distortion of services.

6. Suspension and/or termination of Service: (a) LightSquared may suspend Customer's use of the Service and/or terminate this agreement upon notice to Customer if Customer is in default of this Agreement, or if LightSquared reasonably suspects Customer's usage of the Service is illegal or may cause damage to its Network. A "default" means:

- (1) Customer has failed to pay any sum due to LightSquared under this or any agreement between LightSquared and Customer within 10 days of notice from LightSquared that the sum is unpaid; or
  - (2) Customer has violated any of the provisions of this Agreement, including any rule, policy, or regulation provided to Customer by LightSquared pursuant to this Agreement and failed to correct such violation within 10 days after notice from LightSquared, or such other period as LightSquared may specify; or
  - (3) LightSquared has reason to believe that Customer is about to go out of business or that bankruptcy is imminent.
- (b) If LightSquared takes any action to collect any unpaid balance due from Customer, and LightSquared is awarded any amount or portion of the amount alleged to be due under such action, LightSquared shall be entitled to recover from Customer all reasonable costs of collection incurred by LightSquared, including reasonable attorney's fees and litigation expenses.
- (c) If LightSquared suspends or terminates the Service pursuant to this section 6, Customer shall pay to LightSquared all applicable charges under this Agreement due up to and including the date of termination.

7. General: (a) Assignment: Customer may not assign this Agreement, nor any of its rights and obligations hereunder, to any other person, firm, agency, corporation or other legal entity without the prior written approval of LightSquared.

(b) Successors and assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns. This Agreement is entered into solely for the benefit of such parties. Nothing herein contained will be deemed to create any third party beneficiaries or confer any benefit or rights on or to any person not a party hereto, and no person not a party hereto shall be entitled to enforce any provisions hereof or exercise any rights hereunder.

(c) Applicable Law. To the extent not GOVERNED by Federal law, this agreement shall be governed by and enforced in accordance with the laws of the Commonwealth of Virginia, without giving effect to principles of conflicts of law thereof, and customer consents to the jurisdiction of the Circuit Court of Fairfax County, Virginia, or of the U.S. District Court for the Eastern District of Virginia.

(d) Waiver and severability:

(1) Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach of default of a similar nature, or as a waiver of any provisions, rights, or privileges hereunder.

(2) In the event that any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity and unenforceability shall not affect any other provision of this Agreement.

(e) Notices: All notices from either party to the other shall be sent by certified mail, postage prepaid, to the other party at the addresses stated on the reverse of this Agreement. LightSquared may also include notices in any invoice rendered pursuant to this Agreement.

(f) Entire agreement. This Agreement, and the Order shown on the reverse hereof, represent the entire agreement of LightSquared and Customer regarding the provision, use and payment for the Service, and they supersede all other proposals, negotiations, or agreements, whether written or oral, regarding the Service. This agreement may not be amended except in a written amendment signed by the authorized representatives of the parties. Customer may issue purchase orders using its own purchase order forms and Customer agrees that its purchase order or other acceptance is expressly limited to the terms of this Agreement and LightSquared objects to any additional or different terms in Customer's purchase order or acceptance; and any additional or different terms in the purchase order or acceptance shall be of no effect.



Dear New Customer:

Welcome to LightSquared, North America's premier provider of mobile satellite communications services.

**An essential feature** of all the communication services we deliver to our clients, is the **undisputed right to privacy**. In fact, LightSquared has always focused on protecting client information both in policy and in practice, and, as a telecommunications carrier LightSquared is bound by **The Communications Act** with a fundamental duty to protect the confidentiality of Customer Proprietary Network Information (CPNI).

**CPNI is information** that relates to the quantity, type, destination, location and usage amount of a telecommunications service subscribed to by any LightSquared customer that is made available to LightSquared solely by virtue of the carrier-customer relationship. Some examples are:

- Phone numbers called by a customer
- Time, location, frequency and duration of calls
- Invoice amounts

### **Password Access Security**

To effectively ensure the protection of our client's privacy, network activity and information, a password is required for clients to obtain call, account or invoice detail from LightSquared.

**For security purposes**, there is only one **User ID** and **Password** per account. If you are the key person on this account we recommend you not share this information with anyone else. Any users on this account, who require call or invoice detail, must request this information from you. You will receive your **User ID** and **Password** via US Postal Service within ten (10) business days of your service activation/registration.

**Without a password** you will not be able to access account information by phone or on-line; therefore, **if you are not the key person on this account, please ensure the correct person receives this letter.**

**For your convenience**, in addition to receiving your invoice by mail – with your **User ID** and **Password** – you can access information on your account by contacting Customer Service at 1-800-216-6728 or on-line by visiting our website at [www.LightSquared.com](http://www.LightSquared.com).

**Getting started is easy.** Once you have received your **User ID** and **Password**, we encourage you to explore our **Secure Account Access** on-line.

- Simply **login** to [www.LightSquared.com](http://www.LightSquared.com)
- Click on **Client Login** in the upper right hand corner of the homepage
- **Enter** the secure site
- Login using your **User ID** and **Password**

Once again, welcome to LightSquared. We look forward to a positive, long lasting relationship. If you have any questions or concerns, please contact our customer service team at 1-800-216-6728 or email at [csrhelp@LightSquared.com](mailto:csrhelp@LightSquared.com) and we will be happy to assist you.

**P.S. If you are not the key person on this account, please ensure the correct person receives this important information immediately!**