

SkyTerra LP Satellite Telephone Service Contract

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

Customer Signature

_____ Date

Version 10.2 – 01/21/09

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

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 SkyTerra LP ("SkyTerra") 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 SkyTerra.

1. SkyTerra's responsibility: SkyTerra shall provide SkyTerra 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 SkyTerra and/or the FCC and provided to Customer; &
 - (3) use only certified satellite telephones approved by SkyTerra 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 SkyTerra 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 SkyTerra upon thirty (30) days' written notice to Customer.
 - (b) Payment: (1) SkyTerra 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) SkyTerra 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 SkyTerra 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) SkyTerra, 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 3rd parties. Customer understands and agrees that Customer's identity will be authenticated with a password by SkyTerra 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 SkyTerra, and Customer authorizes SkyTerra to obtain, and agrees to provide to SkyTerra upon request, such information as SkyTerra may reasonably request from time to time in this regard. Customers whose financial condition has not been established to SkyTerra'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. SkyTerra 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 SkyTerra.
 - (d) Taxes and Fees: All charges payable under this Agreement are exclusively for the Service provided by SkyTerra and DO NOT include any applicable taxes, fees, surcharges or levies chargeable by any appropriate governmental entity. Unless Customer has provided SkyTerra with an appropriate exemption certificate, Customer is liable for and shall indemnify SkyTerra 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 SkyTerra on behalf of any governmental body, and taxable to Customer on behalf of any governmental body, with respect to SkyTerra'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 SkyTerra's mobile satellite system. The Service may be temporarily unavailable or limited because of capacity limitations or emergency pre-emption as required by SkyTerra's FCC authorization and may be temporarily interrupted or curtailed due to modifications, upgrades, repairs, and similar activities of SkyTerra as necessary for the proper or improved operation of the Service. SkyTerra 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 SkyTerra's other mobile satellite services. In addition to its rights under section 6, SkyTerra 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 SkyTerra facilities by any trick, scheme, false representation, or other fraudulent means or devices.
 - (c) **IMPORTANT: SKYTERRA 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 SKYTERRA'S RESPONSIBILITY FOR EMERGENCY REFERRAL SERVICE IS LIMITED TO THE ABOVE ACTIONS, AND THAT SKYTERRA WILL IN NO EVENT BE LIABLE FOR RESPONDING TO EMERGENCY REFERRAL SERVICE CALLS.**
 - (d) Use of the Service is limited to SkyTerra'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 SkyTerra's satellite, subject to the approval of local authorities.
 - (e) Customer acknowledges and agrees that Service will not be initiated by SkyTerra until Customer has provided photo identification, the substance of which has been recorded on this contract fax.
 - (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 SkyTerra and 3rd Party Application Developers. If a 3rd Party Application Developer defaults in making their application available to SkyTerra and Customer, SkyTerra 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) SkyTerra warrants that the Service will operate in accordance with its service description when utilized in accordance with SkyTerra's instructions and operational procedures. EXCEPT AS STATED IN THESE TERMS AND CONDITIONS, SKYTERRA 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 SkyTerra's agents.

(b) **SKYTERRA'S LIABILITY IN CONNECTION WITH THE SERVICE SHALL BE LIMITED TO SERVICE CREDITS, IF ANY, GRANTED BY SKYTERRA. IN NO EVENT WILL SKYTERRA 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, SkyTerra 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 SkyTerra'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 SkyTerra'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) SkyTerra 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, SkyTerra 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 SkyTerra, 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), SkyTerra 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. SkyTerra's liability for any other damages asserted by Customer shall be limited to Customer's actual, direct damages due to SkyTerra'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 SkyTerra may from time to time obtain satellite capacity for Customer from SkyTerra (Canada) Inc. ("SkyTerra Canada"), the authorized provider of mobile satellite service in Canada. Customer agrees that, in such event, SkyTerra 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 SkyTerra Canada or resulting from the use of services under this Agreement, including but not limited to any fault in SkyTerra 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) SkyTerra 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 SkyTerra 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 SkyTerra under this or any agreement between SkyTerra and Customer within 10 days of notice from SkyTerra 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 SkyTerra pursuant to this Agreement and failed to correct such violation within 10 days after notice from SkyTerra, or such other period as SkyTerra may specify; or
 - (3) SkyTerra has reason to believe that Customer is about to go out of business or that bankruptcy is imminent.
- (b) If SkyTerra takes any action to collect any unpaid balance due from Customer, and SkyTerra is awarded any amount or portion of the amount alleged to be due under such action, SkyTerra shall be entitled to recover from Customer all reasonable costs of collection incurred by SkyTerra, including reasonable attorney's fees and litigation expenses.
- (c) If SkyTerra suspends or terminates the Service pursuant to this section 6, Customer shall pay to SkyTerra 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 SkyTerra.

(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. SkyTerra 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 SkyTerra 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 SkyTerra 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 SkyTerra, 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, SkyTerra has always focused on protecting client information both in policy and in practice, and, as a telecommunications carrier SkyTerra 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 SkyTerra customer that is made available to SkyTerra 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 SkyTerra.

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.skyterra.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.skyterra.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 SkyTerra. 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@skyterra.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!