

Service Agreement for Inmarsat BGAN Services
Explorer Satellite Services, LLC (ESSLLC)



All Sections must be completed and Pages 1 and 2 returned to ESSLLC for Processing

1. CUSTOMER BILLING INFORMATION

Company Name (if individual, see below) _____

Primary Contact _____ Dun&Bradstreet Number _____

OR Individual Account Name _____

Social Security Number _____ - _____ - _____ Please attach a legible copy of drivers license or passport

Billing Address _____

City _____ State _____ Zip Code _____

Country _____

Phone (Daytime) _____ Phone (Evening) _____

FAX _____ Email _____

Dealer/Agent Name: _____ Dealer/Agent Code: _____

Payment Preference:

- Direct Monthly Billing (Subject to credit approval and/or deposit requirement)
- ACH Payment: Bank Name _____
Account number _____ Routing number _____
- Automatic Credit Card Payment:
Credit Card Number _____ Expiration _____ CVV Code _____

Billing Address for Credit Card: _____
(if different from above) _____

Visit us at www.explorersatellite.com

**Service Agreement for Inmarsat BGAN Services
Explorer Satellite Services, LLC (ESSLLC)**

ESSLLC Mobile Satellite Services 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. ESSLLC 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) ESSLLC Service:** Customer has contracted to have ESSLLC provide the service under the terms detailed on the front page of this Agreement at Section II. Basic Inmarsat Service is provided via the Global Inmarsat Phone network utilizing land earth stations. Globalstar service is provided through stations operated by and roaming agreements of Globalstar USA. Iridium service is provided by Iridium Satellite LLC. 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.
- (3) Early terminations:** Early terminations during the first year of service are subject to a \$250.00 cancellation fee. Customer may renew for successive one (1) year service periods at the same terms and conditions contained herein. Notice of termination should be made in writing to the Explorer Satellite Communications, Inc. 1975 E. Sunrise Blvd. Suite 825, Ft. Lauderdale, FL 33304 USA no less than thirty (30) days prior to the expiration of any term of this Agreement. This Service Agreement cannot be assigned without the written consent of ESSLLC. ESSLLC reserves the right to terminate this Contract at any time during the contract period.
- (4) Invoicing and Guarantee of Payment of Services:** ESSLLC 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 air time, 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.
- (5) 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 ESSLLC for any such taxes.
- (6) 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 ESSLLC all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by ESSLLC in exercising any of its rights under the Agreement. Should Customer's service be suspended for non-payment ESSLLC will charge a recommissioning fee of \$50.00 per mobile terminal for re-activation of the suspended terminal.
- (7) Utilization of ESSLLC/Inmarsat Network:** Inmarsat Phone terminals have the ability to dial into other phone networks which can charge excessively high call charges if not programmed to be used with ESSLLC/Inmarsat Subscriber Identity Modules, (SIM) Cards. Every effort will be made to make sure your terminal cannot dial other networks and all customers may be required to operate terminals with SIM Cards. In the event a terminal is used without a SIM Card and dials another network, Customer will be required to pay prevailing network charges used plus 40% handling charge. If terminals use ESSLLC SIM cards there is no need to be concerned about this scenario.
- (8) Limitation Of Liability:** The satellite services provided by ESSLLC may be temporarily interrupted, delayed or otherwise limited and are not available everywhere in the world. ESSLLC makes no representation that it can provide uninterrupted service. Furthermore, ESSLLC shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of ESSLLC. ESSLLC 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. ESSLLC 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. ESSLLC SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.
- (9) Subscriber Terminals and Equipment:** Unless provided otherwise, ESSLLC 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.
- (10) 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. ESSLLC does not guarantee any authority to radiate from territories other than those allowing trans-border operation of Inmarsat equipment.
- (11) Governing Law:** This contract is governed by the laws of the State of Delaware and applicable tariffs.

**Fax pages (1) and (2) of this application to ESSLLC: 1-954-763-8670 or mail the application to:
Explorer Satellite Services, LLC
16192 Coastal Hwy.
Lewes, DC 19958
866-662-2665**

**Explorer Satellite Services, LLC • 16192 Coastal Hwy • Lewes, DE 19958
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