



GMN Service agreement for Iridium Postpaid



GMN Service agreement for Iridium Postpaid

I understand that my completion of this Service Agreement does not guarantee service.

1 Account Information

Please fill out all applicable fields as requested below. Not all fields will apply to non business/governmental customers. [All information will be kept strictly confidential]

Company/Individual: _____

Name: _____

Primary Contact: _____ Phone#: _____

Secondary Contact: _____ Phone#: _____

Mailing Address: _____

City: _____ State: _____ Post Code: _____ Country: _____

Phone #: _____ Fax: _____

Mobile #: _____ E-Mail Address: _____

Is this company a subsidiary or sister of a parent company? Yes No

If yes, enter name and address of parent company:

Name: _____

Address: _____

City: _____ State: _____ Post Code: _____ Country: _____

Billing Category: Private Business GSA Government (Non-GSA) Other: _____

If Federal/State Tax exempt, please attach certificate(s) and check this box: Federal/State Tax Exempt - documents attached

2a Payment Method (please select one payment method)

Direct Billing: (Subject to Credit Verification/Approval) – Business/Government customers only.

Automatic Deduction from credit card: (Please provide information requested below)

2b Payment Information

Purchase Order Info – Business/Government Customers Only

P.O. #: _____ P.O. # Amt: _____

Person responsible for payment of P.O.: _____ P.O. Exp. Date: ___/___/___

Dept: _____ Email: _____ Ph: _____



GMN Service agreement for Iridium Postpaid



GMN Service agreement for Iridium Postpaid

Credit Card Type: Visa MasterCard American Express Other: _____

Credit Card Number: _____ Expiration: ____/____

Name as it appears on Credit Card: _____

Billing address is the same as the address in part 1: Yes No (if No, please indicate billing address below):

Credit Card Billing:

Address: _____

City: _____ State: _____ Post Code: _____ Country: _____

I, _____, hereby authorize Global Marine Networks, LLC,

(PRINTED NAME OF CARDHOLDER)

via this signed authorization to charge the above credit card for payment of ALL services requested under this Service Agreement.

I further agree that the cardholder bears the responsibility for ensuring the credit card information, including expiration date, is current. If the credit card issuer allows, Global Marine Networks, LLC, may obtain any new expiration dates, any new account numbers or other renewal information from the credit card account and use this information to update the account.

Signature of Card Holder

(Note: Global Marine Networks, LLC, does not accept third party credit cards)

3 Terminal Information

IMEI: 300 _____ (on the phone or the GO!)

SIM Card #: 8988 _____ (on SIM Card)

4 Iridium Airtime Service Plans, with 12 month commitment minimum

Please choose your plan from the following options.

For plan changes, please refer to section (3) of our Terms and conditions.

All prices below are in USD (\$). There is no activation fee on any of these plans.

GMN Service agreement for Iridium Postpaid

All prices in USD (\$)	Voice min included	Data min included	Cost per outbound SMS	Monthly Fee	Out of bundle, voice or data, excluding calls to other MSS ²
<input type="checkbox"/> Iridium Postpaid: Basic Plan (available for Iridium 9555, Iridium 9575/Extreme, and other legacy Iridium phones)	10 ¹		\$0.25	\$50.50	\$1.17/min
<input type="checkbox"/> Iridium Postpaid: The 75 Plan ³ (available for Iridium 9555, Iridium 9575/Extreme, and other legacy Iridium phones)	75		\$0.25	\$81.50	
<input type="checkbox"/> Iridium Postpaid: The 150 Plan ³ (available for Iridium 9555, Iridium 9575/Extreme, and other legacy Iridium phones)	150		\$0.00	\$90.00	
<input type="checkbox"/> Iridium GO! 5	0	5	\$0.25	\$50.50	
<input type="checkbox"/> Iridium GO! 75 ³	75		\$0.25	\$81.50	
<input type="checkbox"/> Iridium GO! 150 ³	150		\$0.00	\$90.00	
<input type="checkbox"/> Iridium GO! Unlimited Data	150	Unlimited	\$0.00	\$135.00	

¹ 10min of voice and data combined. The first 10min of usage are free, whether they are used for voice or data. After 10min, regular per min cost applies. Note that no bundled minutes rollover from month to month.

² Calls to other MSS will be charged at \$9.69 per min, and cannot be part of the voice min included

³ Iridium 75 and 150 plans include 75 or 150 minutes per month to be used for both voice and data connections. The bundled minutes (either 75 or 150, depending on the plan) are free, whether they are used for voice or data. Once bundled minutes have been used, regular cost per minute applies.

Note that no bundled (included) minutes rollover from month to month.

Total Monthly Fee: \$ _____

5a Email and data compression

Email and data compression services are available on request. Please contact us at 865-379-8723 or visit our web site: <http://www.globalmarinenet.com/product/xgate/> for information and to sign up.

5b +1 Access Service Option

This option allows Iridium customers to have a “U.S” phone number that is linked directly to the satellite phone, so people calling them won't be charged international calling charges. The calling party pays any long distance to the area code assigned and you will pay the appropriate airtime rate for the plan you selected for all satellite airtime. The caller will, however, avoid the international toll rate charged by their long distance carrier (for calls to country code 8816), which can often be several dollars per minute.

+1 Access Service (\$ 9.30 per month)

Due to network structure, data is not available with the +1 Access service.

5c Two Stage Dialing Option

The two-stage dialing option is another way to avoid international toll charges from long distance carriers for calls to the Iridium phone. This option is more affordable for the person dialing to the Iridium phone, but will cost the Satellite phone subscriber (see section 5f for detail). To place these calls first dial the Arizona Iridium gateway at 480.768.2500. This will be considered a long distance call for the person calling from the US. Once dialed, the voice prompt will welcome the caller and ask for the Iridium number to be contacted. At this point the caller enters the 12 digit Iridium number of the receiving satellite phone. After entering the number, be patient and the phone call will eventually go through. This option is available without any monthly fee to all customers.

Keep in mind that the phone call will only go through if the satellite phone being called is outside, turned on and receiving signal. If the Satellite phone is not receiving a signal from the satellite network, any voice calls to that phone will be sent to voicemail. If you leave a voicemail on the Iridium phone, the subscriber will be notified the next time the phone is registered on the Iridium network.

5d SMS Service

The cost for sending an SMS depends on the plan you chose. See chart in section 4 for more information.

SMS are free to receive.

6 IMPORTANT TERMINAL OPERATION NOTIFICATION & ACKNOWLEDGEMENT

Iridium 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 Global Marine Networks.

Signature: _____ Date: ____/____/____

7 Terms and Conditions

(Please read and sign where indicated)

Global Marine Networks, LLC. - Mobile Satellite Services Terms and Agreement

(1) Customer. The term “Customer” hereinafter refers to the company and/or individual identified in Section 1 – Customer information – of this Application and Service Agreement (the “Agreement”).

(2) 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 and Customer’s authorized user(s). A telephone number may not appear in more than one terminal. Customer has no property right in such number. Global Marine Networks, LLC, 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.

(3) Global Marine Networks Service. Customer has contracted to have Global Marine Networks, LLC, provide the service under the terms detailed in this Agreement. Basic Satellite Service is provided via the Iridium network utilizing land earth stations. Iridium service is provided through stations operated by Iridium, LLC. Customer agrees to remain as a subscriber of the service for a period of one year from the date of service activation stated in **Schedule A**. Furthermore, Customer agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. Global Marine Networks, LLC reserves the right to change rates at any time.

(4) Renewal; Termination; Deactivation of Service. All plans are automatically renewed on a month-to-months basis at the end of 12 months from the date of service activation. Customers who do not wish to renew their Service Agreement MUST provide written notice of termination to GLOBAL MARINE NETWORKS thirty days prior to the end of the contract term. If notice of termination is not received, the Service Agreement will be automatically renewed and fees will continue to be charged to Customer’s account. Notice of cancellation should be send either by email to activations@globalmarinenet.com, or in writing to: GLOBAL MARINE NETWORKS, Customer Service Department, 2668 Jericho Road, Maryville, TN 37803 USA, no less than thirty (30) days prior to the expiration of the term of this Service Agreement.

(5) Early termination; Plan Changes; Contractual Limitations. Early terminations during the first year of service are subject to a \$250.00 termination fee per terminal. Customer may renew for successive one (1) year service periods at the same terms and conditions contained herein. Notice of termination should be by email to activations@globalmarinenet.com, or in writing to: GLOBAL MARINE NETWORKS, Customer Service Department, 2668 Jericho Road, Maryville, TN 37803 USA, no less than thirty (30) days prior to the expiration of any term of this Agreement.

During the contract period, Customer may change the pricing plan to a higher bundle free of charge. Moving to a lower pricing plan will begin a new twelve month contract period. This Service Agreement cannot be assigned without the written consent of Global Marine Networks. Global Marine Networks reserves the right to terminate this Contract at any time during the contract period.

(6) Data Transmission Use & Dropped Calls. Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of satellite and other operating systems, Global Marine Networks makes no representation as to the success of voice or data calls through any

GMN Service agreement for Iridium Postpaid

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 a dispute of this nature. Along with potential incorrect use (i.e.: next to a building/obstruction), all satellite systems (including low earth orbiting satellite constellations) have inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. Global Marine Networks can provide data setup technical support beyond the normally provided setup instructions at an additional charge. Please consult with a sales representative for more details.

(7) Invoicing; Guarantee of Payment for Services. Global Marine Networks will invoice customer on a monthly basis. The bill is due and payable upon receipt. Monthly recurring charges are billed current each month and airtime is billed monthly in arrears. Customer understands that Customer is 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. It is the Customer's responsibility to notify Global Marine Networks when their credit card renews (with the new expiration date and any other changes) or if they wish to change credit cards. Failure to provide Global Marine Networks with updated credit card information could result in suspension of service, deactivation of the SIM card, and a reactivation fee.

(8) Taxes. The price of service does not include sales, usage, excise, ad valorem, property or any other taxes or fees now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes or fees directly or reimburse Global Marine Networks. A 2.75% FCC Regulatory Fee is assessed against all service and voice airtime usage.

(9) Deposits. Mobile Satellite services are granted subject to credit approval by Global Marine Networks. Global Marine Networks requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits of \$500.00 to \$1,000.00 are usually 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.

(10) 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. The deposit requirements in (9) above will still apply. Global Marine Networks reserves the right to decline any credit card transaction.

(11) Non-Payment; Breach. A late charge of the lesser of 1.5% per month or the maximum percentage allowed by law 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 Global Marine Networks all costs including, without limitation, reasonable attorney's fees, the fees of any collection agency, and any other costs incurred by Global Marine Networks in exercising any of its rights under the Agreement. Should Customer's service be suspended for non-payment, Global Marine Networks will charge a decommissioning fee of \$50.00 per mobile terminal for re-activation of the suspended terminal. Global Marine Networks charges a fee of \$35.00 for returned checks.

(12) Limitation of Liability. The satellite services provided by Global Marine Networks may be

GMN Service agreement for Iridium Postpaid

temporarily interrupted, delayed or otherwise limited and not available everywhere in the world. Global Marine Networks makes no representation that it can provide uninterrupted service. Furthermore, Global Marine Networks shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of Global Marine Networks. Global Marine Networks 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.

GLOBAL MARINE NETWORKS 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. GLOBAL MARINE NETWORKS SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS IF CAUSED BY THE SOLE NEGLIGENCE OF GLOBAL MARINE NETWORKS.

(13) Subscriber Terminals and Equipment. Global Marine Networks is not responsible for the installation, operation, quality of transmission or maintenance of Customer equipment. If Customer's equipment is stolen, Customer should notify Global Marine Networks immediately, but will still be held responsible for all charges as agreed upon in this Service Agreement.

(14) Licensing. Customers wishing to operate satellite phones while in foreign territories shall be solely responsible for obtaining any and all licensing or approvals that may be required to operate satellite phones within such territories. Global Marine Networks does not guarantee any authority to radiate from territories other than those allowing trans-border operations of satellite equipment.

(15) Governing Law. This Service Agreement shall be governed in all respects by the laws of the State of Tennessee without regard to its rules as to conflicts of laws, and the parties expressly consent to the jurisdiction and venue of the courts located in Blount County, Tennessee. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of such courts for any action, suit, or proceeding arising out of or relating to this Agreement and the transactions contemplated by this Agreement, and waives any objection to such jurisdiction and venue. Customer further agrees that this contract is deemed executed in Tennessee and all transactions regarding this service agreement occurs in Tennessee.

(16) Severability. Each of the Sections of this Service Agreement shall stand as an independent and severable provision, and the invalidity of any one Section or portion thereof shall not affect the validity of any other provision. In the event any provision shall be construed to be invalid, no other provision of this Service Agreement shall be affected thereby.

(17) Binding Effect. This Service Agreement supersedes all prior agreement, written or oral, between the parties relating to the subject matter of this Service Agreement. This Service Agreement may not be assigned, modified, changed or discharged, in whole or in part, except by an agreement in writing signed by all parties. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

