



satcomglobal

Iridium post paid North American Plan

Airtime Agreement

Please read and accept the terms and conditions for Satellite Communications Service before you commence. Where you deal as a consumer nothing in these terms and conditions seeks or shall act to adversely affect your statutory rights.

DEFINITIONS

“Affiliate” or a person “Affiliated”, with a specified person is a person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified person. For purposes of the foregoing, “control” (including the terms “controlling,” “controlled by,” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, or by contract;

“Charges” means the charges made for use of the Service, on a post-paid monthly account or pre-paid voucher basis as set out at clause 2 and calculated using the rates set out at Schedule 1, varied from time to time in accordance with clause 19, and any third party charges as described in clause 2.9 and any sums which may arise from the grossing up described in clause 2.10 and any applicable licence fees and other charges in respect of Horizon services;

“Content” means all textual, data, visual, audio or other material appearing on or available through the Service which may be supplied by the Service Provider from time to time;

“Credit Limit” means, in the case of a post-paid monthly account, the amount of credit You are allowed in respect of the Charges for each calendar month;

“Deposit” means, in the case of a post-paid monthly account, an amount equivalent to Your Credit Limit as proposed by You and consented to by the Service Provider from time to time;

“Horizon” means a suite of products and devices provided by SatCom and using internet protocols to deliver additional communications capabilities including making the Services available to multiple users within Your organisation;

“Inmarsat” means Inmarsat Global Limited (no 03675885) whose registered office is at 99 City Road, London EC1Y 1AX;

“Inmarsat Indemnitees” means Inmarsat or any Affiliate of Inmarsat, and the officers, employees or agents of either of them;

“Iridium” means Iridium Satellite LLC of Arlington Virginia 22209 USA;

“Intellectual Property Rights” means all patents, utility models, registered and unregistered trade marks and service marks, trade and business names, copyright (including database rights), rights in domain names, design rights and registered designs, know how and any other intellectual property rights (including applications for or rights to apply for any rights) whether enforceable in the United Kingdom or otherwise;

“Minimum Term” means the minimum term of this Agreement as set out in clause 1;

“Network” means the satellite and terrestrial system over which the Service is provided to You;

“Registration” means acceptance by the Service Provider of Your application to register with the Service Provider for the Service;

“Satellite Operator” means Inmarsat, Iridium, Thuraya or any of them as the case may be;

“Service” means the mobile satellite and terrestrial communications service operated by a Satellite Operator which enables You, via the Network, to make and receive calls and where applicable to send and receive data and SMS messages and such other services (including the Content) as are made available to You by the Service Provider from time to time as indicated in Schedule 2;

“Service Levels” means the service levels (if any) to which the Services are to be provided;

“Service Provider” means SatCom Global FZE, a company whose registered office is at RAK Free Zone, PO Box 10559, Ras Al Khaimah, UAE;

“SIM Card” means a subscriber identity module;

“SMS” Means short message service (text) messaging which is incorporated as part of the service enabled by the Service;

“Subscriber Unit” means the equipment unit necessary for You to initiate and receive communications via the Network including where applicable any Horizon equipment;



“Thuraya” means Thuraya Satellite Telecommunications Private Joint Stock Company of PO Box 33344, Abu Dhabi, UAE;

“Third Party Facilities” means the functionality by which the Services (or any part of them) are made available to third parties for personal use and accessed by use of a PIN issued by You to the third party including but not limited to Horizon;

“Validity Period” means the period of time from the date of purchase of a Voucher to the date of expiry of that Voucher as specified in Schedule 1;

“Voucher” means prepaid credit purchased by You and which entitles You, within the validity Period, to use the Service and incur Charges to the value of the prepayment; and

“You” means the person or organisation agreeing to receive and pay for the Service on the terms set out herein as well as, where the context so requires, anyone acting on that person or organisation’s authority.

1) MINIMUM TERM

1.1) Subject to the provisions of clauses 4 and 8, this Agreement will continue for a minimum of 24 months from the date of Registration. Thereafter, it may be terminated as set out at clause 8

2) CHARGES

In the case of a post-paid monthly account:

2.1) The Service Provider will send You a monthly invoice for the Charges incurred and not previously billed.

2.2) You agree to pay all Charges within 14 days of the date of the relevant invoice.

2.3) The Service Provider will accept payment of the Charges by credit card, cheque or bank transfer, as agreed with You from time to time.

2.4) Notwithstanding clauses 6.1 and 8.3, any unpaid Charges will be added to the following monthly invoice. The Service Provider may charge interest on unpaid Charges at a rate of 4% above the base rate of National Westminster Bank

In the case of a pre-paid account:

2.5) You may purchase the Vouchers through the Service Provider’s website at www.satcomglobal.net using a credit or debit card or other means of payment agreed between the Service Provider and You from time to time.

2.6) Where by whatever means You incur Charges in excess of the credit available from the Voucher and therefore incur a negative balance on Your account the Service Provider may carry forward the excess and offset this against future Vouchers purchased by You.

2.7) In the event that You make no further Voucher purchase within 2 months of the exhaustion of the credit the Service Provider may invoice You for any unpaid excess as described in clause 2.6 above.

In all cases:

2.8) The Service Provider reserves the right to vary the Charges from time to time upon giving written notification to You in accordance with clause 19.



2.9) The Charges referred to above whether by monthly invoice or by Voucher may include where applicable charges for any items and additional services for which You or any third party has signed up using the data or SMS component of the Service.

2.10) All amounts payable by You under this Agreement shall be subject to such taxes, charges and other duties as are required by law. If a payment due from You under this Agreement is subject to tax (whether by way of direct assessment or withholding at its source) or any other deduction, the Service Provider shall be entitled to receive from You such amounts as will ensure that the net receipt, after tax or deduction, to the Service Provider in respect of the payment is the same as it would have been were the payment not subject to tax or deduction.

3) SERVICE

3.1) The Service Provider will use its reasonable endeavours to provide You with a quality of service generally expected of a competent mobile telecommunications service provider exercising due skill and care and providing access to a network similar to the Network.

3.2) The quality and availability of the Service may be affected by factors beyond the Service Provider's control including, but not limited to: physical obstructions, atmospheric conditions and other causes of radio interference; insolvency of, default or industrial action by any third party providing telecommunications networks on which the Network relies or faults in any such telecommunications networks; too many users trying to use the Network at any one time; or the functioning of the Subscriber Unit.

3.3) The Service Provider reserves the right to vary the technical specifications of the Service from time to time with or without notice.

4) CONDITIONS OF USE OF THE SERVICE

4.1) You agree not to use (and not to allow any person to use) the Service to receive, store, display, send or publish any material which is offensive, abusive (racially, ethnically or otherwise), indecent or defamatory; causes a nuisance or annoyance to any third party (including repeated unsolicited communications without reasonable cause); violates any law regarding unfair competition, anti-discrimination, false advertising or consumer protection or any other applicable law, regulation or code or in any way is otherwise unlawful.

4.2) You agree not to commit (or allow any person to commit) any act that will damage or potentially damage the operation of whole or part of the Network or in any way have a detrimental effect on the Network.

4.3) You agree to comply with all reasonable instructions, requests for information, security checks and other checks issued by the Service Provider in connection with the use of the Service.

4.4) You will only use the Network in conjunction with the Subscriber Unit.

4.5) You will not make reverse charge calls.

4.6) Where Third Party Facilities are operated on Your account You will allow access by third parties for the provision of Third Party Facilities and/or third party access to data services subject to the provisions of this clause 4.

4.7) You are responsible for all Charges on Your account whether incurred by You personally or otherwise, including charges incurred through additional SMS related or data services and charges incurred by use of or through Third Party Facilities. You are also responsible for ensuring compliance with the relevant



conditions of this Agreement by third parties who make use of Third Party Facilities and shall be liable under this Agreement for the acts and omissions of third parties as if they were Your acts or omissions.

4.8) You shall not without the prior written consent of the Service Provider indulge in Bypass where Bypass means any mechanism intended: i) to divert to any destination other than the Satellite Operator's gateway any inbound traffic originating from a Public Switched Telephone Network (PSTN) and/or VOIP network and currently routed through the Satellite Operator's gateway for routing of calls; or ii) to bypass the satellite Operator's gateways for routing of calls through the various PSTN, PLMN, PTT or IXL providers; or iii) to employ any other connectivity which could constitute network abuse or have damaging effect or cause abnormal call service performance. Where You wish to apply for such consent you shall provide the Service Provider with details of the proposed Bypass. Consent will be issued or withheld at the Service Provider's absolute discretion.

5) CONTENT

5.1) The Service Provider will use all reasonable endeavours to maintain the Content but makes no representations as to the continuity of supply, accuracy, currency or completeness of the Content and is not liable for any action You or any other party take in reliance on the Content.

5.2) The Service Provider reserves the right to vary the Content from time to time.

5.3) You agree not to use the Content in any way that is in breach of confidence or infringes the Intellectual Property Rights, privacy, publicity or any other rights of third parties or of the Service Provider.

5.4) The Service Provider is not a party to any transaction and does not accept responsibility for any transaction concerning any goods or services offered by a third party in the Content.

6) SUSPENSION OF THE SERVICE

6.1) The Service Provider may suspend all or any part of the Service without notice or, if applicable, refuse to activate the Subscriber Unit and/or Service:

6.1.1) if You are in breach of any part of this Agreement including, but not limited to, any failure to pay the relevant Charges;

6.1.2) if the Service Provider has reason to believe that You have supplied false particulars upon Registration or have, in any way, entered into this Agreement fraudulently;

6.1.3) if the Service Provider has reason to believe that fraudulent or improper use is being made of the Service and/or the Subscriber Unit;

6.1.4) if the Service Provider is notified of the theft loss or destruction of the Subscriber Unit and/or SIM Card;

6.1.5) to investigate a complaint made against You;

6.1.6) if it is necessary to carry out maintenance, modifications or improvements of the Network (although the Service Provider will use its best endeavours to provide alternative Service and/or to keep suspension of the Service to a minimum); or

6.1.7) for reasons beyond the Service Provider's control.



6.2) If the Service Provider suspends the Service for a reason set out in clauses 6.1.1 to 6.1.5, You remain liable throughout the period of suspension for all Charges relating to the provision of the Service.

7) SIM CARD AND SUBSCRIBER UNIT

7.1) You will be provided with a Subscriber Unit under a separate agreement.

7.2) The SIM Card is provided to You under licence and at all times remains the property of the Service Provider.

7.3) You agree to take all reasonable precautions to prevent the loss, theft, unauthorised use of, damage to or destruction of the SIM Card.

7.4) You agree to inform the Service Provider immediately (or as soon as is reasonably practicable) of the loss, theft, actual and potential unauthorised use of damage to or destruction of the SIM Card and/or Subscriber Unit.

7.5) You agree to comply with all reasonable instructions, requests for information, security checks and other checks required by the Service Provider in connection with the occurrence of any event specified in 7.3 or 7.4.

7.6) If You inform the Service Provider of an occurrence detailed in clause

7.4, the Service Provider will use its best endeavours to deactivate the SIM Card as soon as is reasonably practicable. You remain liable for all Charges incurred as a result of any unauthorised use of the SIM Card or the Subscriber Unit. If the Minimum Term has not expired, You are liable for the Charges that relate to the remaining period of the Minimum Term whether or not You choose to replace the SIM Card and/or the Subscriber Unit.

7.7) You may be required to pay a fee for each and all replacement SIM Cards as specified by the Service Provider.

8) TERMINATION

8.1) You may terminate this Agreement by giving one month's written notification to the Service Provider at any time after the end of the Minimum Term, provided that all Charges properly invoiced to You are fully paid prior to such notice expiring. In addition You will remain liable for Charges incurred prior to the date of expiry of the notice but not yet invoiced.

8.2) Notwithstanding the provisions of clauses 1 and 8.1, You may terminate this Agreement immediately upon request in writing to the Service Provider if:

8.2.1) the Service Provider is in breach of an important obligation under this Agreement and fails to remedy the breach within 21 days of being asked to do so by You in writing;

8.2.2) the Services are permanently unavailable to You.

8.3) The Service Provider may terminate this Agreement if:

8.3.1) You breach an important condition of this Agreement (including, but not limited to, failure to pay any Charges due or any increase in the Deposit under clause 11.2);



8.3.2) You breach a lesser condition of this Agreement and fail to remedy the breach within 14 days of being asked to do so in writing by the Service Provider;

8.3.3) You are unable to pay debts (within the meaning of section 123 of the Insolvency Act 1986) or make (or offer to make) an arrangement with creditors; commit an act of bankruptcy; any person serves a petition for bankruptcy, receiving order or administration order against You; You are a limited company and a winding up resolution is passed or a receiver or administrator is appointed over all or part of Your assets (otherwise than for a solvent reconstruction or amalgamation); or any such similar event involving You occurs in any jurisdiction;

8.3.4) any licence or other permission required (whether by the Service Provider or otherwise) to run the Network is revoked; or

8.3.5) all Services are permanently unavailable.

8.4) Notwithstanding the provisions of clause 1 and clause 8.3, the Service Provider may at any time terminate this Agreement at its own discretion by giving one month's written notification to You. The Service Provider is under no obligation to provide You with any reason for termination.

9) CONSEQUENCES OF TERMINATION

9.1) Upon termination of this Agreement:

9.1.1) the Subscriber Unit will be disconnected and You will no longer be entitled to use the Service;

9.1.2) if requested by the Service Provider, You must return the SIM Card to the Service Provider in good condition as soon as is reasonably practicable and in any event within 14 days;

9.1.3) You will be required to pay all outstanding Charges immediately;

9.1.4) except where You terminate this Agreement in accordance with clause 8.2 or the Service Provider terminates this Agreement in accordance with clause 8.4 You will be required to pay the Charges for the amount of the Minimum Term that has left to run or, if the Minimum Term has expired, for a further calendar month.

9.2) The Service Provider will repay the Deposit or a balance of the Deposit to You in accordance with clause 11.4.

10) ASSIGNMENT

10.1) The Service Provider reserves the right, at any time, to assign its rights and obligations under this Agreement to any third party.

10.2) This Agreement is personal to You. You may not assign any or all of its rights and obligations under this Agreement to a third party unless:

10.2.1) You have notified the Service Provider of its intention to do so; and

10.2.2) the Service Provide has agreed in writing to the assignment.



10.3) An assignment by You to a third party will not be effective until the Registration of the third party. Upon Registration, the third party will be deemed to have accepted the terms of this Agreement.

11) DEPOSIT

11.1) Upon purchase of the Subscriber Unit, You must, if required by the Service Provider, pay the Deposit to the Service Provider. A Deposit is not normally required in respect of a pre-payment account.

11.2) The Deposit is held by the Service Provider as a guarantee against the non-payment of Charges. A Charge is considered to be unpaid if payment remains outstanding for a period of more than 14 days from the date of the invoice. The Service Provider can request an increase in the Deposit at any time if:

11.2.1) the unpaid Charges exceed the Deposit.

11.2.2) the Service Provider makes additional services available to you.

11.3) Refusal to pay any such increase as detailed in clause 11.2 will entitle the Service Provider to terminate the Agreement.

11.4) The Service Provider is entitled to keep the Deposit until this Agreement ends. Following termination the Service Provider will return the Deposit to You when You pay all outstanding Charges. The Service Provider may, but shall not be obliged to, use the Deposit to pay any Charges outstanding upon termination and any late charges arising or coming to light after termination. No interest is payable on the Deposit.

12) RIGHTS OF SERVICE PROVIDER

12.1) For the purposes of good management and security, the Service Provider reserves the right to:

12.1.1) monitor the contents of any text message You sends or receives from time to time;

12.1.2) record any conversations between You and the Service Provider's employees or agents.

13) USE OF INFORMATION

13.1) The Service Provider reserves the right to:

13.1.1) disclose information about You including, but not limited to, details about You use of the Service and conduct of Your account for the purpose of operating the account and providing You with the Service;

13.1.2) analyse information about You for marketing purposes (unless You request otherwise in accordance with clause 15) and such information may be used to offer You products, Services and offers that the Service Provider considers may be of interest to You.

13.2) Your information set out in clause 13.1 may be disclosed to or analysed by the Service Provider's associate companies, any party who acts on behalf of the Service Provider or its associate companies, agents of the Service Provider, telecommunications companies, debt collection agencies or credit reference agencies, whether in the United Kingdom or abroad.



13.3) Disclosure of Your information may be required by an order of any court of competent jurisdiction or by statutory authority. Your information may be used by the Service Provider or any other party for the purposes of detection of fraud or prevention of crime.

13.4) Information concerning You may be used by other parties in assessing an application for credit from You or members of your household. Your information may be used for the purpose of debt tracing or credit management.

13.5) The Service Provider may disclose Your full name, address and the Subscriber Unit phone number in order to provide a publicly accessible directory service, whether operated by the Service Provider or a third party, unless You request otherwise in accordance with clause 15.

13.6) When You use the Subscriber Unit the phone number and the identity of any person associated with it as well as Your identity may be sent through the Network thereby identifying You to the person receiving the call unless You request otherwise in accordance with clause 15.

13.7) By entering into this Agreement You consent to the transfer of information about You as detailed in this clause.

14) LIABILITY

14.1) The Service Provider will not be liable to You in contract or tort or otherwise for any loss of: i) profits (whether direct or indirect); ii) business; iii) revenue; iv) goodwill; or v) anticipated savings, or for any indirect or consequential loss or damage of any type whatsoever, even if it has been advised of the possibility of the same.

14.2) The Service Provider will not be liable for any breach of this Agreement or for nonavailability or sub-standard quality of Services caused by or resulting from any factor outside its control including but not limited to acts of god, fire, flood or storm; strikes, lock-outs or other forms of industrial action; the default or failure of a third party including, but not limited to, Satellite Operators; war, riot, governmental action, or any act or decision made by a court of competent jurisdiction.

14.3) This Agreement does not exclude or limit liability for death or serious injury to any person arising out of the Service Provider's or Your negligent act or omission or for fraudulent misrepresentation.

14.4) Notwithstanding clause 14.3, the Service Provider will not be liable for any accident, damage or injury caused by or to a vehicle, water craft or aircraft owned or operated by You or any other person whether or not the accident, damage or injury is related to the operation or failure of the Service or Subscriber Unit or other communications equipment.

14.5) Subject to clause 14.3 above the maximum liability that may be incurred by the Service Provider is limited to the repayment of all Charges arising in the 24 month period prior to the event preceding the event giving rise to the liability and the Deposit.

14.6) You agree that the Inmarsat Indemnitees shall not be liable to any party:

14.6.1) on any basis whatsoever (whether in contract or tort) for any direct, indirect or consequential losses, loss of profit or revenue, abortive expenditure or damage to property; or

14.6.2) for any damages or losses including but not limited to, losses arising from the degradation, failure or nonavailability of the Services except as detailed in this clause 14 or the Service Levels



and save to the extent caused by an event of gross negligence, wilful misconduct and/or fraud by Inmarsat or Inmarsat Indemnitees;

14.6.3) for injury or death of any person (save to the extent caused by Inmarsat or any Inmarsat Indemnitees' negligence) howsoever arising.

15) NOTICE

15.1) Any notice given by You under this Agreement must be given either in writing by facsimile to +44 (0)845 2084974 or via the "Contact Us" provision on the Service Provider's website www.satcomglobal.net. A notice is deemed to have been delivered on the next day, following the date of transmission, which is a business day both in Dubai and in London.

15.2) Any notice served by the Service Provider will be in writing and will be sent by first class post or by facsimile to the address given by You on Registration unless You notify the Service Provider of a change of address. You agree to notify the Service Provider immediately of any such change of address. A notice given by the Service Provider is deemed to have been delivered 48 hours after posting if posted and on the date of transmission if given by facsimile.

16) THIRD PARTY BENEFITS

16.1) Except in the context of the Third Party Facilities this Agreement does not confer any benefit on any third party under The Contracts (Rights of Third Parties) Act 1999 or by any other means.

17) CREDIT ASSESSMENTS

17.1) The Service Provider reserves the right to utilise information obtained from credit reference agencies to help make credit decisions and for the prevention of fraud.

17.2) The Service Provider cannot accept responsibility for the accuracy of the information supplied by credit reference agencies or accept any liability for the consequences of the Service Provider declining to register any person as a result of such information.

18) WAIVERS

18.1) Any waivers, concessions or extra time granted by the Service Provider to You are limited to the specific circumstances in which they are granted and do not otherwise affect the rights of the Service Provider.

19) CHANGES TO THE CONTRACT

19.1) The Service Provider reserves the right to make changes to this Agreement from time to time, effective 1 month after written notification is given to You. Unless You give notice within 1 month of being notified of the changes, You will be taken to have accepted the changes.

19.2) The Service Provider may substitute any clause or condition of this Agreement which is not legally effective with a clause or condition of similar meaning, which is legally effective. If a clause or condition of this Agreement is not legally effective, the legal effect of the remaining part of this Agreement shall be unaffected



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20) GOVERNING LAW

20.1) This Agreement is subject to English law and any action concerning this Agreement must be brought in the English courts save that the Service Provider may seek injunctive relief in any appropriate jurisdiction in order to stop or prevent any breach or threatened breach of this Agreement by You.

SCHEDULE 1

See 'Rates' Tab

SatCom Contact Details

UAE: RAK Free Trade Zone, PO Box 10559, Ras Al Khaimah, UAE.

UK: Unit 3, The Woodford Centre, Old Sarum Park, Lysander Way, Old Sarum, Salisbury, Wiltshire, United Kingdom. SP4 6BU

Tel: +44 (0) 1722 410 800 Fax: +44 (0) 1722 410 777

SCHEDULE 2

Services to which this Agreement relates: (tick all that apply)

Inmarsat Services:

SPS:

GSPS:

Fleet Broadband:

BGAN:

Iridium Services:

Thuraya Services:

Horizon Services