

**APPLICATION AND SERVICE AGREEMENT**

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

**1 Customer 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: \_\_\_\_\_

**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: 3000 \_\_\_\_\_ (on the ADE – Above Deck Equipment)

SIM Card #: 8988 \_\_\_\_\_ (on SIM Card)

SATELLITE TELEPHONE # 8816 \_\_\_\_\_

**4 Iridium Airtime Service Plans, with 12 month commitment minimum**

Please choose your plan from the following options: No bundle (0 MB / 0 min), Combo plan, or Customized bundle plan. Then indicate your total Monthly Fee where indicated. If you do not choose any plan option you will be placed on the \$49.00 (0 MB / 0 min / 128kbps) monthly fee plan.

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.

**No bundle plans: 0 MB / 0 min**

- 128 kbps: \$49.00 per month. Then \$13.60 per MB, \$0.95 per min (to fixed/cell only).

**Total Monthly Access Fee: \$\_\_\_\_\_**

**Combo plan:**

These plans provide each customer with the benefit of an allotment that can be used for both voice and data usage during a month for a single Monthly Fee. These plans are only available at a speed of 128kbps.

At the beginning of each month, the Customer is allocated an Allowance equivalent to the Combo Monthly Fee. The Allowance is then decremented at the in-bundle rate for voice and/or data usage as usage is incurred. Any unused Allowance at the end of the month is not carried over to the next month.

Voice and data usage is consumed in a first in, first out manner. If the total monthly Allowance is consumed, any incremental voice and/or data usage will be charged at the out of Allowance rate specified in the table below.

All call types are assessed by the voice rates in the table below, with the exception of calls to other satellite networks. These calls to other satellites networks are counted in the Combo plan but are decremented at \$9.69 /minute for both the in Allowance and out of Allowance.

All prices in USD (\$)	<input type="checkbox"/> Combo A	<input type="checkbox"/> Combo B	<input type="checkbox"/> Combo C	<input type="checkbox"/> Combo D	<input type="checkbox"/> Combo E	<input type="checkbox"/> Combo F
Monthly Fee and Allowance	\$69.00	\$121.44	\$241.50	\$483.00	\$966.00	\$1,449.00
Voice cost per min in Allowance	\$0.81	\$0.61	\$0.54	\$0.46	\$0.39	\$0.29
Voice cost per min out of Allowance	\$0.83	\$0.62	\$0.58	\$0.50	\$0.41	\$0.33
Maximum in bundle voice	85min	200min	448min	1,060min	2,500min	5,000min
Data cost per MB in Allowance	\$13.80	\$10.12	\$6.90	\$4.39	\$2.76	\$0.97
Data cost out of Allowance	\$13.80	\$10.35	\$7.25	\$4.83	\$3.11	\$1.10
Maximum in bundle Data	5 MB	12 MB	35 MB	110 MB	350 MB	1,500 MB

**Total Monthly Access Fee: \$\_\_\_\_\_**

**Customized bundle plan:**

These plans can be customized to each unique customer situation. Unused data/voice does not carry over to the next month.

Data plan

	<b>Data allowance</b>	<b>Monthly fee at 128kbps</b>	<b>Out of allowance \$ per MB</b>
<input type="checkbox"/>	10 MB	\$110.40	\$11.39
<input type="checkbox"/>	25 MB	\$196.65	\$8.21
<input type="checkbox"/>	75 MB	\$388.13	\$5.52
<input type="checkbox"/>	200 MB	\$655.50	\$3.59
<input type="checkbox"/>	1000 MB	\$1,276.50	\$0.62
<input type="checkbox"/>	5000 MB	\$2,622.00	\$0.48

\* For a 0 MB / 0 min plan, please select a Value plan, and your speed

Speed:

The speed discount will be applied to your monthly data fee, and to your out of allowance data usage.

	<b>Data allowance</b>	<b>Discount on Data plan</b>
<input type="checkbox"/>	128 kbps	0%
<input type="checkbox"/>	64 kbps	5%
<input type="checkbox"/>	32 kbps	10%

Total Speed discount (Monthly fee at 128kbps x Discount on Data plan): \$ \_\_\_\_\_

Total Data Plan monthly cost (Monthly fee at 128kbps – Speed Discount): \$ \_\_\_\_\_

Voice plan:

	<b>Minutes allowance</b>	<b>Monthly fee</b>	<b>Out of allowance \$ per min, OpenPort to Fixed/Cellular only**</b>
<input type="checkbox"/>	0 min*	\$0.00	\$0.95
<input type="checkbox"/>	120 min	\$108.00	\$0.63
<input type="checkbox"/>	240 min	\$156.30	\$0.54
<input type="checkbox"/>	360 min	\$197.70	\$0.50
<input type="checkbox"/>	600 min	\$273.60	\$0.43
<input type="checkbox"/>	1,200 min	\$453.00	\$0.39

\* Not compatible with 0 MB plan. For a 0 MB / 0 min plan, please select the Value plan

\*\* For other types of call, please refer to Part 5f below

**Total Monthly Access Fee (Data plan monthly cost + Voice plan):** \$ \_\_\_\_\_

### **5a Service type per line**

Please select the service type for each of your phone lines below:

Line 1:  Standard, or  Crew

Line 2:  Standard, or  Crew

Line 3:  Standard, or  Crew

Crew lines can only call with Go-Chat cards, or for emergencies. Standard lines do not have this restriction.

All plans include access to 3 phone lines at no additional monthly service fee. Each line will share the data and voice plan you choose. Each phone line can be activated as a Standard, or Crew line. **By default**, Line 1 will be activated as a Standard line and Lines 2 and 3 will be activated as Crew lines. Global Marine Networks offers Crew Calling Go-Chat prepaid cards to be used on Crew lines. Please call us at 865-379-8723 or toll free at 1-877-379-8723.

### **5b 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/xgate.php> for information and to sign up.

### **5c +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. The +1 Access service is currently not available to prepaid subscribers or with the Emergency plan.

### **5d 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.

**5f Other Types of Call**

Minutes allowance (monthly)	0	120	240	360	600	1,200
Out of Allowance per Min: OpenPort to Iridium	\$0.66	\$0.63	\$0.54	\$0.50	\$0.43	\$0.39
Out of Allowance per Min: OpenPort to Voicemail	\$0.66					
Out of Allowance per Min: 2-stage	\$0.95					
Out of Allowance per Min: +1 Number	\$0.95					
Openport to Other Satellite (not included in allowance)	\$9.69					

**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](mailto: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](mailto: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

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. Global Marine Networks reserves the right to suspend service for non-payment. 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 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.

I acknowledge that I have read, understand and will be bound by all the terms and conditions included in all pages of this Application/Service Agreement. I further acknowledge that I am fully authorized to sign as responsible party and that I authorize Global Marine Networks, L.L.C., or its representatives to access and review the information and references identified within this Application/Service Agreement, obtain my company's credit report and credit history and/or all other relevant information and materials that I provide for the purpose of identifying financial status and creditworthiness.

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Customer's Printed Name

\_\_\_\_\_  
Date