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SERVICE AGREEMENT FOR IRIDIUM SERVICES

All Sections Must Be Completed and All Three Pages must be Returned to GlobaFone For Activation

CUSTOMER BILLING INFORMATION

Agency Name: _____

Primary Contact: _____

Billing Address: _____

City: _____ State: _____ Post Code: _____

Phone (Daytime) _____ Phone (Evening) _____

FAX _____ E-Mail _____

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

Payment Preference:

Direct Monthly Billing: _____ Automatic Credit Card Payment: _____ Annual Pre-payment: _____

Card type VISA M/C AMEX Number _____ Expiration ___/___ CCID: _____

Name on card _____

Billing address _____

City _____ ST _____ Zip Code _____

POST-PAID VOICE SERVICES: *(Please select a plan)*

Select	PLAN NAME	Monthly fee	Monthly minutes	Overage
	Basic	\$38.29	0 minutes	\$1.28
	Standard	\$63.48	20 minutes	\$1.28
	Traveler	\$159.19	100 minutes	\$1.23
	Global	\$275.06	200 minutes	\$1.19
	Supreme	\$501.76	400 Minutes	\$1.15
	Daily User	\$733.50	600 Minutes	\$1.10

Yes I would like Voice Mail Service *(there is no additional charge for this service)*

All post-paid voice plans carry a one (1) year term

One-time activation fee: \$34.26

Notes:

- **Pooling:** GlobaFone will pool airtime on your account. You can have multiple phones on the Basic plan and one phone on any inclusive minute plan and any of your phones can use that pool of airtime. Airtime will be pooled by your payment. If you pay monthly, you can use the monthly allotment of minutes during the month. If you pay annually, you can use the airtime any time during the year. There is no rollover and the lower overage rate will apply if you exceed your pool of airtime.
- **The North American plan:** carries a two (2) year term and a \$750 early termination fee. 10 monthly minutes do not roll over and cannot be pooled to any other phone or plan. 10 minutes and overage rate apply to the North American footprint. All other calls will cost \$2.49/minute, unless prescribed elsewhere in this agreement.
- **Rollover:** Pre-paid plans include rollover. If you have unused minutes left at the expiration date, they will be carried over as long as you renew before the expiration date. There is no rollover on unused minutes with monthly plans unless you pay annually. In that case the monthly minutes are multiplied by 12 and can be used anytime during the year.
- **Activation:** one time activation fee of \$50 will be charged to your account.
- The above charges are for calls originating anywhere in the world to anywhere in the world. Calls to another Iridium terminal will be charged at \$0.99. If you receive a call from someone using two-stage dialing, the call is charged to your phone.
- **Other satellite networks:** Calls to a Globalstar, Inmarsat, or Thuraya phone/terminal are charged at \$12.00 per minute.
- **Text:** 160 character text messages can be sent to an Iridium phone at no charge from the Iridium.com web site. There is a \$.75 charge for each 160 character text message you receive on your phone or send from your phone.

I acknowledge that I have read and understand all the terms and conditions included in all pages of this Agreement and I agree to be bound thereby, or if I am signing in a representative capacity, I agree that the entity for which I am signing will be bound thereby. If signing on behalf of an entity, I represent that I am a duly authorized representative of that entity (named above at "Customer Billing Information") and I have submitted this application in my official capacity as indicated below at "Title." If I am representing a corporation, I acknowledge that the execution of this document has been authorized by all necessary corporate actions. I authorize GLOBAFONE, or its representatives to access and review the information and references identified in this application, and all other relevant information and materials for the purpose of identifying the financial status and creditworthiness of the applicant.

Client Signature	Name	Title	Date
			_ / _ / _

GlobaFone Inc. Mobile Satellite Services Terms and Agreement

(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. GLOBAFONE 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) GLOBAFONE Service: Customer has contracted to have GLOBAFONE provide the service under the terms detailed on the front page of this Agreement at Section II. Iridium service is provided by Iridium Satellite LLC and GLOBAFONE is an authorized reseller of Iridium voice and data services. 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. Additionally, In the event Iridium/service provider shall increase costs, fees and/or charges to GlobaFone, GlobaFone may increase its fees upon 24 hour written notice and such increase shall be reasonably related to Iridium's/service provider's increase.

(3) Early terminations: Early terminations during the first year of service are subject to a \$400.00 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 GLOBAFONE Client Services 2 International Drive Portsmouth, NH 03801 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 GLOBAFONE. GLOBAFONE reserves the right to terminate this Contract at any time during the contract period.

(4) Invoicing and Guarantee of Payment of Services: GLOBAFONE will invoice customer monthly. This bill is due and payable 30 days from the invoice date. 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 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.

(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 GLOBAFONE for any such taxes.

(6) Non-Payment/Breach: A late charge 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 GLOBAFONE all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by GLOBAFONE in exercising any of its rights under the Agreement. Should Customers service be suspended for non-payment GLOBAFONE will charge a recommissioning fee of \$100.00 per mobile terminal for re-activation of the suspended terminal.

(7) Utilization of the GlobaFone/Iridium Network: GLOBAFONE grants client access to the Iridium network for the purpose of making and receive phone calls and sending and receiving data through Iridium's network. If GLOBAFONE has reason to believe that the client is using the Iridium services for illegal purposes we reserve the right to immediately suspend service with no liability or recourse from the client. There will be compelling evidence or reasons in order for GLOBAFONE too do this, or it may be at the request of law enforcement personnel. Service will be suspended with no notice to the client.

(8) Limitation Of Liability: Although Iridium's network is designed to provide full global coverage, the satellite services provided by GLOBAFONE may be temporarily interrupted, delayed or otherwise limited and may not be available everywhere in the world. GLOBAFONE makes no representation that it can provide uninterrupted service. Furthermore, GLOBAFONE shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of GLOBAFONE, or unless Iridium provides a credit to GLOBAFONE. GLOBAFONE 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. GLOBAFONE 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. GLOBAFONE 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, GLOBAFONE is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If equipment is stolen, client must call GLOBAFONE immediately for service suspension as client 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 4of 4 and all licensing or approvals that may be required to operate within that territory. GLOBAFONE does not guarantee any authority to radiate from territories other than those allowing trans-border operation of Inmarsat equipment.

Governing Law: This contract is governed by the laws of the State of New Hampshire.

Please fax all three pages of this application to GLOBAFONE at 1-603-436-8152