

SELEX Communications Ltd. Globalstar Service Agreement

Account Name (full name and title)

Address (Including Postcode)

Telephone Number

Fax Number

Email Address

Customer Agreement :

I understand this Agreement is subject to status and to the standard terms and conditions as shown overleaf which I accept and agree to be fully bound by. I agree to pay all charges free of bank charges to SELEX Communications Ltd within 21 days. I understand this Agreement is for an initial term of 12 months and that thereafter it may be ended by me giving not less than one calendar month's notice in writing, such notice to expire on or any time after the expiry of the initial 12 month term.

Activation Fee	
W. Europe / N. America	Per Minute
E. Europe / Russia / S. America	Per Minute
Africa / Aust. / Pacific.	Per Minute

Monthly Fee	
Rest of World	Per Minute
Other Satellite System	Per Minute
SMS	Per Message

VAT Certification (If questions are not answered then UK VAT will be chargeable):

Is the equipment for business use? YES/NO
If for business use, please provide VAT number:
Will the equipment be used only on an ocean going vessel? YES/NO
Will your calls be made primarily in the UK? YES/NO
Will your calls be made primarily in the rest of the EC? YES/NO

Full Name

Signature

Date

For SELEX Communications Ltd Use Only

SIM Serial Number

Globalstar Telephone Number

IMSI

HEX ESN

DEC ESN

When completed, this Agreement should be returned to :

Network Services
SELEX Communications Ltd
Marconi House, New Street, Chelmsford
Essex CM1 1PL,
Tel: + 44 1245 275777 Fax: + 44 1245 275769

Reseller (if applicable)

Airtime terms and conditions

1. DEFINITIONS

- a) "we" or "us" means Selex Communications Ltd.
- b) "you" means the customer on the order form.
- c) "mobile phone" means your mobile phone and SIM Card connected to the Globalstar network.
- d) "Services" means the basic service providing two-way communication via the Globalstar network and such other services as made to you by us from time to time.
- e) "SIM Card" means your Subscriber Identity Module, which enables you to use the Services when used with a Globalstar handset.
- f) "Term" means an initial minimum period of 12 months starting on the date of connection of your mobile phone.

2. DURATION

This Agreement will continue for an initial period of 12 months. It can be brought to an end by either of us giving 1 calendar month's written notice to the other to expire on or any time after the expiry of the initial period.

3. THE SERVICES

- a) We will use reasonable efforts to make the Services available but owing to the nature of Satellite telecommunications, it is impossible to provide a fault free service and the quality and coverage of the Services depends partly on your mobile phone, partly on the Globalstar network and partly on other telecommunications networks to which the Globalstar network is connected. The Services might be adversely affected by too many people trying to use the network at the same time, physical features such as buildings and underpasses and by atmosphere conditions or other causes of interference and may fail or require maintenance without notice.
- b) You must only use a mobile phone that is lawfully approved for connection. You must not use the Services for any improper or unlawful purpose. You must comply with any instructions we give you about the Services. You must not reverse the charges on any mobile phone call or accept a reverse charged call. These conditions apply if you loan/give your mobile phone to someone else.
- c) On connection of your mobile phone (or at any time later on), we may set up a credit limit on the amount of call charges you can incur. As our billing system is not updated instantly when you make a call, you may exceed the credit limit, but if this happens, you will still be liable for all call charges.
- d) On connection of your mobile phone we may ask for a deposit to be used as security. We will be able, at any time, to use the non-interest bearing deposit to pay off any charges that you owe us.

4. PAYMENT

- a) You must pay to us the monthly (or other periodic) line rental charge (billed in advance or in arrears as we shall determine), the call charges (billed after the calls are made) and any other charges in respect of the services provided to you or someone else using your mobile phone e.g. charges for the voicemail service, itemised billing etc. which will be billed as we shall advise. All these fees and charges must be paid by you within 21 days of the date of any invoice and must be paid so we do not incur any bank charges. If we do incur bank charges we reserve the right to recover such charges from you.
- b) All our charges for the Services are stated in our tariff, which is available upon request. This may change from time to time and we shall write to you with details of any changes.
- c) We may require you to pay your bill by Direct Debit.
- d) If you owe us any money and this is not paid within 21 days, we reserve the right to charge you interest on the unpaid amount at the rate of 2% over and above the base rate of The Bank of England from time to time.
- e) VAT (where applicable) will be added to all our charges.

5. LOSS OF MOBILE PHONE

Please insure your mobile phone for its replacement value (including cover against calls made if it is lost or stolen). If you are unfortunate enough to have your mobile phone stolen or if you lose it, please contact us immediately so that we can prevent further calls being made from it. You will be required to pay for all call charges up to the time you notify us and you will be liable for the monthly (or other periodic) line rental charges thereafter until this Agreement has ended.

6. SUSPENSION OF THE SERVICES

- a) We can suspend the provision of the services without telling you:
 - If we believe your mobile is being used in an unauthorised way or for criminal activities
 - If you are in breach of this Agreement (e.g. you fail to pay any charges when due).
 - If your credit limit is exceeded.
 - If we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of your mobile number is taking place.
 - If you notify us that your mobile phone has been lost or stolen.
 - If you do anything or allow anything to be done which we think may damage or affect the operation of the networks; or
 - For reasons outside our control.

In the above cases this Agreement does not come to an end and you are still liable for all monthly (or other periodic) line rental charges due during any period of suspension. Therefore we recommend that you privately arrange insurance to cover any monthly (or other periodic) line rental charges you have to pay.
- b) If we suspend Services under clause 6 a) then we reserve the right to charge a re-connection fee as detailed in our tariff. This fee must be paid to us before Services are re-connected.

7. VARIATION OF CHARGES AND TERMS

- a) We reserve the right to vary our charges from time to time and/or introduce new charges from time to time. If we vary our charges, we will give you at least 14 days prior notice.
- b) We reserve the right to make changes to these terms from time to time and/or to introduce new terms from time to time if there are any changes to the law or amendments to Globalstar's terms and conditions (as applicable).
- c) It is unlikely, but we may need to change your voicemail number, mobile phone number or other number from time to time. We will let you know if this is the case.

8. ENDING OF THIS AGREEMENT

- a) You may end this Agreement immediately by writing to us if:
 - We do not do what we have to do under this Agreement and do not put it right within 14 days of being asked in writing to do so.
 - All of the Services are permanently no longer available to you.
 - We may end this Agreement immediately by writing to you if:
 - You do anything (or allow anything to be done) which we think may damage or affect the operation of the networks or you become bankrupt or make any arrangement with creditors to go into liquidation or become subject to an administration order or a receiver is appointed over your assets.
 - You do not do what you have to do under this Agreement (e.g. your failure to pay charges) and do not put it right within 7 days of being asked by us in writing to do so; or
 - All of the Services are permanently no longer available to you.
 - When this Agreement comes to an end:
 - Your mobile phone will be disconnected.
 - You will no longer be entitled to use your mobile phone number.
 - You will have to pay immediately all charges outstanding at disconnection.
 - Unless you have ended this Agreement under clause 8 a) you will also have to pay the monthly (or other periodic) line rental charge for the amount of the term which is left to run or if the Term has expired you will have to pay the monthly (or other periodic) line rental charge for a further calendar month.
 - We will repay any deposit you have given us but only if you do not owe us any money. No interest will be payable.

9. LIABILITY AND EXCLUSIONS

- a) Neither we nor Globalstar will not be liable for loss of profits or revenue, loss of use, lost business or missed opportunities, wasted expenditure or savings you might have made. There may be occasions when we are unable to provide the services because of something outside our control. We and/or Globalstar will not be liable to you if that is the case.
- b) If you are a consumer, the terms of this Agreement will not affect any rights which you may have under any Act of Parliament and which cannot be excluded by agreement.

10. ACTIVATION

For marine systems it is the responsibility of users to ensure that operation does not affect any physical or license requirement to the vessel concerned.

11. MISCELLANEOUS

- a) We reserve the right to transfer this Agreement to any third party at any time whereas you may not transfer this Agreement to anyone else unless we have agreed in writing beforehand.
- b) Failure by either of us to enforce rights under this Agreement shall not prevent you or us (as the case may be) from taking further action.
- c) We may use credit reference agencies to help make credit decisions or for fraud prevention. We may disclose information about you, your account, your mobile phone and your financial affairs to one or more licensed credit agencies. In addition, we can pass these details to other people in relation to enquiries concerning the prevention and detection of crime and the apprehension or prosecution of offenders or as may be required by law or legal proceedings. Finally, unless you tell us otherwise, we may disclose your name, address and mobile phone number to third parties in order for them to operate a directory service.
- d) When you use your mobile phone, the identity of your mobile phone number may be sent through the networks, so as to be identified to the mobile phone being called. It may be used to divert calls to us for administration and for the investigation of fraud. You may be charged for any diversion.
- e) For your own protection, you must keep confidential the electronic serial number of your mobile phone, any lock code(s) associated with your mobile phone, your voicemail access number and any other personal identification or security number.
- f) If either of us needs to send notices to the other these must be in writing and can be delivered by hand or first class post to the other's address as stated on the order form. If notices are sent by post, they shall be deemed to have arrived at their destination 48 hours after posting.
- g) If you contact us your call may be monitored or recorded.
- h) The SIM Card does not belong to you. The SIM Card must be returned in good condition to us if we change it or when this Agreement comes to an end. You will have to pay for SIM Cards or replacement SIM Cards at the price as stated in our tariff at that that time.
- i) This Agreement is subject to English law and any court action must be brought in the English courts.