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APPLICATION FOR A NEW BGAN POSTPAID CUSTOMER

SHIPPING INFORMATION

Company Name: _____

Name of contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Website: _____

Phone Number: _____ Fax Number: _____

BILLING INFORMATION

Visa MasterCard Discover Diner's Carte Blanche

Credit Card Number: _____ Expiration Date: __/__/____

Security Code: _____

Please Use Address To Which Your Credit Card Statement Is Mailed

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Please check the following box and initial it.

I authorize XSAT USA LLC to debit the monthly charges from the credit card mentioned in this Agreement. Initials _____

I opt for full term billing (Grants access to the full term bundle)

I apply for the following plan (please check and initial) :

| Check Plan | Package Plan | Term |
|--------------------------|-----------------------|--------|
| | | Months |
| <input type="checkbox"/> | Emergency Plan | 12 |
| <input type="checkbox"/> | Basic Plan | 12 |
| <input type="checkbox"/> | Entry Plan | 3 |
| <input type="checkbox"/> | Mid Plan | 6 |
| <input type="checkbox"/> | High Plan | 12 |
| <input type="checkbox"/> | Super Plan | 12 |

Post-Paid Service Plans

| Package Plan | Monthly Fee | In Bundle | Full Term Fee | Activation Fee | Out of Bundle | Term | Monthly Bundle | | Full Term Bundle | |
|--------------------------------|-------------|-----------|---------------|----------------|---------------|------|----------------|-----------|------------------|-----------|
| | | | | | | | MB | Voice Min | MB | Voice Min |
| Emergency Plan / Standard Plan | \$35.00 | n/a | \$420.00 | \$37.50 | \$5.99 | 12 | 0 | 0 | 0 | 0 |
| Basic Plan | \$49.00 | n/a | \$588.00 | \$37.50 | \$5.50 | 12 | 0 | 0 | 0 | 0 |
| Entry Plan | \$95.00 | \$4.75 | \$285.00 | \$37.50 | \$5.25 | 3 | 20 | 0 | 60 | 0 |
| Mid Plan | \$366.67 | \$3.67 | \$2,200.00 | \$37.50 | \$4.25 | 6 | 100 | 30 | 600 | 180 |
| High Plan | \$2,300.00 | \$3.07 | \$27,600.00 | FREE | \$3.59 | 12 | 750 | 200 | 9000 | 2400 |
| Super Plan | \$5,083.33 | \$2.54 | \$61,000.00 | FREE | \$2.99 | 12 | 2000 | 300 | 24000 | 3600 |

Voice and Data Services postpaid

| Voice Services | Per Minute | Data Services | Per Minute |
|-----------------------------------|------------|--------------------------------------|------------|
| Voice to PSTN | \$0.99 | ISDN | \$5.00 |
| Voice to Cellular networks | \$1.09 | 32 kbps (Encryption APN) | \$1.99 |
| Voice to BGAN or voicemail | \$0.53 | 64 kbps Streaming | \$6.00 |
| Voice/Fax/Data to Inmarsat A | \$4.57 | 128 kbps Streaming | \$9.00 |
| Voice/Fax/Data to Inmarsat B | \$2.25 | 256 kbps Streaming | \$15.00 |
| Voice/Fax/Data to Inmarsat M | \$1.92 | ISDN to Inmarsat B HSD | \$12.00 |
| Voice/Fax/Data to Inmarsat Mini-M | \$1.73 | ISDN to Inmarsat GAN/Fleet/Swift HSD | \$10.00 |
| Voice to Inmarsat GAN/Fleet/Swift | \$1.73 | | |
| Voice to Inmarsat Aero | \$3.24 | | |
| Voice to Iridium | \$2.65 | | |
| Voice to Globalstar | \$3.77 | | |
| Voice to Thuraya | \$2.65 | | |
| Voice to Other MSS Carriers | \$4.57 | | |

| Other Services | Per unit |
|----------------|----------|
| SMS | \$0.45 |
| Static IP | \$34.50 |

General Conditions:

- The term of the contract is based on the calendar month of the activation. After the term of the contract, the contract is renewed for the same term. In case of de-activation, the term of the contract remains due
- The Contracts are based on calendar months and included minutes and Megabytes are pro rated based on the date of activation and the remaining days in the calendar month of the activation. After the term of the contract, the contract is renewed for the same term.
- Background IP is billed per Megabyte with a 100 kb minimum and a 10 kb increment. The minimum applies to each search session call record.
- Voice and streaming are billed with a 30 seconds minimum and a 15 seconds increment. The minimum applies to each search session call record.
- Downgrading plans involves a fee of \$200, upgrading is FREE
- There is a one time activation fee of \$37.50 on all plans except the High Plan and the Super Plan
- Background IP is a shared bandwidth that runs in the background allowing other services, such as voice calls, to be used simultaneously; it is charged per Megabyte (1024 kb). Only the data effectively transmitted is billed, this allows to remain connected to the Internet without being charged if no data is transmitted
- The BASIC Plan does not permit ISDN or streaming services

| Signature | |
|---|----------------------------|
| I/We have fully read the agreement from page 1 to 4 and I/We agree to be bound by XSAT USA Terms and Conditions of Telecommunication Service. | |
| Signature | Company stamp, if required |
| Date | |

ATTACH THE FOLLOWING TO THIS ORDER FORM:

- 1) AN ENLARGED COPY OF CREDIT CARD (FRONT & BACK) IF AUTOMATIC CREDIT CARD BILLING IS CHOSEN**
- 2) COPY OF PICTURE ID (VALID DRIVER'S LICENSE, PASSPORT, OR STATE ISSUED ID CARD)**

FAX ALL TO: (770) 631-4005

| For Official Use | |
|--|-------------------|
| SIM Card No. | |
| Customer Code: Contract No. IMEI No. | MSISDN: IMSI:. |
| Remarks | |

ANNEX
SELLING TERMS AND CONDITIONS

1) Definitions

XSAT USA LLC Services and equipment provider of satellite telephony. Referred to as XSAT USA

Customer: One who holds equipment or a subscription of satellite telephony.

Service Operator: International service of satellite telephony.

Subscription: Rights to use the satellite telephony network.

Equipment: Terminal of satellite telecommunications and accessories SIM Card. Scratch Card, airtime vouchers or their electronic equivalent.

2) Conditions of Acceptance
Placing an order is equivalent to the general acceptance of our general selling conditions.

3) Payment

XSAT USA invoices must be paid within 10 days beginning on billing date, except for particular stipulations preset between the customer and XSAT USA. In the event of a delay or non-payment, the customer agrees to pay interest on arrears at a rate equal to 1,5 the statutory rate and sundries due to XSAT USA in relation to debt recovery.

4) Invoicing

Any invoice not contested within 30 days, beginning on billing date, is considered as definitively accepted. Contention does not exempt the Customer from payment obligation, XSAT USA has an 18-month delay to invoice the communications claim in.

XSAT USA can require a deposit on communications and subscription. The deposit does not generate interest. In the case of litigation regarding the customer's debt the deposit will be refunded 45 days after payment of debt. Prices on equipments and services may change without prior notice according to the exchange parity.

5) Property Reserve

Sold equipments remain XSAT USA property until full payment of balance.

6) Warranty/After Sales Service

Equipment is covered by the legal manufacturer guarantee. Returned equipment will not be accepted without prior agreement

7) Delivery/Risks

Products shipped at the own risk and responsibility of the buyer.

8) Responsibility: Services

8.1- The customer accepts that in the following cases the services can be interrupted without XSAT USA's responsibility:

-In the event of temporary failure of the system or interruption of services for extension, installation reinforcement or maintenance.
-In the event of difficulties related to the electromagnetic waves.
-In the event of misuse.

8.2- The customer understands and accepts that XSAT USA can change the service tariff plans from time to time with or without notification. XSAT USA cannot be held liable for any consequences, direct or indirect, resulting from these tariff changes.

8.3- The customer cannot claim for compensation (particularly financial) in the event of material or immaterial, direct or indirect loss in relation to customers or turnover losses or any other damage.

9) The customer is responsible for the use of its own equipment and associated services. Service access is dependent upon a personalized identification code. The customer is fully responsible for all their communication, as appearing on the invoice addressed by XSAT USA.

In the event of loss or theft of equipment, the customer must file a claim to the Police force, and inform XSAT USA as soon as possible. The customer can not refuse to pay international operators invoice incurred by use of equipments by a third party.

10) Absolute Necessity
Services can be cancelled in case of absolute necessity. Cases of absolute necessity, in particular interruption or modification of services by operators, technical failures, partial or total strikes of operators, or their

subcontracts, are defined by the Courts of Georgia. In the case of absolute necessity exceeding 2 months, the service subscription can be cancelled by the parties without any indemnity requests.

11) Termination

11.1- If the contract is terminated before the end of the chosen contract duration, the customer remains liable for the payment of the subscription charges for the remainder of the plan. Unless specified otherwise by the customer, the contract will be automatically renewed for the same term at the end of the initially subscribed term. Termination requests or contract amendments should be done by recorded letter with acknowledgement of receipt by one or other member of the parties, respecting a 1 calendar month notice.

11.2 In the following cases, XSAT USA can cancel the subscription permanently and without notice, without the possibility of the subscriber to claim for compensation

-Customers failure of responsibility towards their obligations
-Misrepresentation.
-Non-payment by the customer.
-Compulsory liquidation or legal rectification.
-Cancellation of services by the operator.
-Death of the customer.

11.3- In the case of contract termination by the customer during the minimum length, the customer will owe XSAT USA the subscription amount stipulated for the entire contract duration.

11.4- XSAT USA reserves the right to transfer its customers to other companies or operators of its choice without the customers' ability to cancel their subscription.

12) The customer and XSAT USA commit themselves to settle any disputes out of court. In the case of a non-amicable agreement the dispute will be submitted to the Georgia Courts.