



SATELLITE SYSTEMS AND SERVICE
WEATHER, EMAIL,
VOICE & DATA SOLUTIONS

Iridium OpenPort Service Agreement

For activation please return to:

Email: admin@ocens.com

Questions?

Phone: 206.878.8270

www.ocens.com

Reference : _____

Customer Information:

First _____ Middle _____ Last _____

Business Name (if Applicable) _____

Physical Street Address _____ City _____

State/Province _____ Zip/Postal _____ Country _____

Phone _____ Alt Phone _____

Email _____

Credit Card Billing Address (the address to which the credit card statement is sent)

Address _____ City _____

State/Province _____ Zip/Postal _____ Country _____

Type of card (check one): Visa MasterCard American Express

Card Number _____ Exp Date _____ CCV _____

Name on card _____

I, _____, hereby authorize OCENS, Inc. via this Authorization form to charge
(Printed Name of card holder) my credit card for payment of airtime and (or) service charges for my mobile satellite equipment as outlined in the following Agreement. I understand and agree that a facsimile copy of this agreement shall be valid and binding for all purposes.

Card Holder Signature _____ Date _____

Shipping Information

Check if address is residential

First _____ Middle _____ Last _____

Business Name (if Applicable) _____

Physical Street Address _____ City _____

State/Province _____ Zip/Postal _____ Country _____

Phone _____

Iridium OpenPort Service Agreement

Configuring Your OpenPort Service: Iridium OpenPort service for your Pilot system is available in one of three forms. You can choose between one of the PayGo plans or MB plans.

Table 1 PayGo Plans: As the name implies PayGo plans are Pay as you Go with just a small monthly fee. You'll pay a little more for each MB that you use with these plans but if use is expected to be under 10 MB per month, one of these plans is perhaps right for you. Pooling is not available with any of the PayGo plans.

Plan	Data Speed	Price per MB	Voice per Min	Monthly Fee	Activation Fee
PayGo 128	128 kbps up/down	\$23.45	\$1.25	\$99	\$50

Table 2 MB Plans. If you anticipate consistent data usage of at least 10 MB each month, then one of the MB plans may be best for you. **Note:** Plans are monthly commitments.

- The speed associated with all the MB plans listed here is 128 kbps up/down.

Plan	Monthly Fee	Add'l MB	Voice per Min
10 MB	\$170	\$18.55	\$1.25
25 MB	\$275	\$12.50	\$1.25
75 MB	\$550	\$10.25	\$1.25
200 MB	\$935	\$7.55	\$1.25
1000 MB	\$1825	\$2.95	\$1.25

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OCENS, Inc. Satellite Airtime Services Terms & Agreements

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 Customers authorized user. A telephone number may not appear in more than one terminal. Customer has no property right in such number. OCENS reserves the right to assign, designate, or change such number, when, in its sole discretion, such action is reasonably necessary in the conduct of business;
2. Voice and Data Transmission Use and Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of voice and data transmission through a variety of satellites, systems and networks, OCENS makes no representation as to the success of voice and data calls through the system. Customer agrees that all voice and data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of disputes of this nature. Along with potential incorrect use (i.e., next to a building/obstruction), satellite systems have inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. OCENS can provide data setup technical support beyond the normal provided setup instructions at an additional charge. Please consult with OCENS sales representative for further details;
3. Customer agrees to remain as a subscriber of the service for at least the Minimum Term or Duration associated with the airtime plan they have chosen in this service agreement. Customers terminating their service prior to the completion of any Minimum Term identified in the subject service agreement are responsible for payment of the balance of the monthly fees still pending on the contract and any other early termination penalties applied by the airtime provider;
4. This service agreement cannot be assigned without the written consent of OCENS. OCENS reserves the right to terminate this agreement at any time during the contract period;
5. Contractual Limitations: During the contract period, customer may change their pricing plan to a higher bundle (more megabytes or minutes) free of charge but in doing so will renew the applicable minimum contract period. Megabytes or minutes available in the new plan for the remainder of the upgrade month will be pro-rated based on the number of days remaining in that calendar month. If the upgrade occurs within a month, no credit will be given towards the previously active plan's service or consumption fees;
6. **Account activation, renewal and deactivation: Accounts activated within a given month are billed on a pro-rated basis for the activation month using the number of days remaining in that activation month. Deactivated accounts are NOT pro-rated by the date of deactivation within a calendar month and full month payments of the postpaid monthly fee are due regardless of date of deactivation in the subject month.**
 - a) **Account deactivation request: Airtime accounts are automatically renewed on their presently active account service plan unless a written request for deactivation (or request to be moved to standby, see 6b below) is received by OCENS by no later than the 25th day of the deactivation month. Such written confirmation from an account holder specifying that they desire that their account be deactivated must be sent to admin@ocens.com. Communication should specify the desired Deactivation Date, and the SIM or MSISDN number of the subject account. If all terms under which the airtime sim was originally activated have been met by the requested Deactivation Date and all outstanding fees are paid, OCENS will complete the requested deactivation of the airtime account no later than at the calendar month end.**
 - b) **Active airtime accounts moved to Standby status: Airtime accounts are automatically renewed on their presently active account service plan unless a written request that the account be moved to standby (or deactivated, see 6a above) is received by OCENS by no later than the 25th day of the subject month. Such written confirmation from an airtime account holder specifying that they desire that their airtime account be moved to Standby must be sent to admin@ocens.com. Communication should specify the desired month when Standby status is to start and the SIM or MSISDN number of the subject account. If all terms under which the airtime sim was originally activated have been met by the requested Standby Date, OCENS will complete the requested move to Standby no later than at the calendar month end.**
7. Broadband service call-outs:
 - a) Satellite broadband terminals such as FleetOne, Fleet Broadband, BGAN, Certus, Openport and VSAT are capable of making high speed (broadband) Internet connections that can result in significant bills for satellite airtime if usage is not monitored and controlled. Use extreme caution when connecting a satellite broadband terminal to a computer network that may request or search for Internet access. This could result in the network utilizing the terminal to access the Internet. If you have ANY questions about connecting your terminal to a network, contact a computer network specialist.
 - b) FleetOne:
 - i) Customer confirms that any Fleet One terminal on which service is to be activated is under 500 GRT. Service must not and cannot be activated on vessels larger than 500 GRT.
 - ii) Customer has reviewed FleetOne coverage areas and understands the reach of FleetOne Coastal service and its distinction from FleetOne Global coverage. Customer understands cross-ocean voyaging will require the use of a Global SIM card which is physically distinct from a Coastal SIM. Customer acknowledges that customer is solely responsible for vessel present and anticipated future location and for the activation and use of the FleetOne SIM card applicable to the subject location.
 - iii) FleetOne Automatic Activation/Always Accessible Service: Customer recognizes that optimum FleetOne service and cost options are only possible through the use of the OCENS Sidekick satellite Wi-Fi router and an enabled FleetOne automatic activation setting. If Automatic Activation is not enabled, customer will incur Inmarsat minimum connect fees for which they are financially responsible with each email, message, position or weather transfer.
 - c) Satellite broadband terminals are NOT recognized as maritime distress devices, and customer understands that they should not be used for "SAFETY AT SEA" purposes.
8. Invoicing and Guarantee of Payment of Services: OCENS will invoice customer monthly for pending services if prepaid accounts or recurring charges and for services/ minutes used if post-paid accounts. Invoices shall be paid by credit cards. Customer understands that they are responsible for ALL AIRTIME 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 US 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. OCENS reserves the right to change airtime rates at any time. Minimum billable volume is 0.001 MB;
9. Airtime Reserve – OCENS shall monitor airtime usage by Customer with this equipment during the term of the use. Should airtime usage by Customer exceed US\$2500 in any seven day period, customer grants to OCENS the authority to charge such usage to customer's credit card immediately and, further, to place an additional US\$2500 in reserve, via credit card payment, against future usage.

Initials: _____

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10. 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 OCENS for any such taxes;
11. Deposits: Mobile satellite services are granted subject to credit approval by OCENS. OCENS requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits may be 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 applied to open balances at end of contract or refunded at service or contract termination if no such open balance exists;
12. Foreign Credit Cards: Foreign credit cards will be accepted only after a complete verification has been done with the issuing bank. Verification of foreign credit cards may delay authorization by 72 hours. All deposits for terminals will still apply. OCENS reserves the right to decline any credit card application;
13. 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 due date. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay OCENS all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by OCENS in the exercising any of it's rights under the agreement. Should customers service be suspended by non-payment OCENS will charge a decommissioning fee of \$200 per mobile terminal for re-activation of the suspended terminal;
14. Contractual Limitations: Customer recognizes that all airtime plan purchases, be they for the purchase of an initial activation or reload, are NOT refundable.
15. Limitation of Liability: The satellite service provided through OCENS may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. OCENS makes no representation that it can provide uninterrupted service. Further, OCENS shall have no liabilities or credit due for interrupted service. OCENS 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. OCENS 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 HERBY DISCLAIMED AND EXCLUDED. OCENS SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES;
16. Subscriber Terminals and Equipment: Unless provided otherwise, OCENS is not responsible for the installation, operation, quality of transmission, or maintenance of customer equipment. If customer's equipment is lost or stolen, customer is responsible for all charges up and through the date the customer has notified OCENS, in writing, of such loss or theft, and received confirmation from OCENS of receipt of such notice.
17. Licensing: Customers wishing to operate satellite phones while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. OCENS does not guarantee any authority to radiate from territories other than those allowing trans-border operation of equipment;
18. Governing Law: This contract is governed by the laws of Washington State and applicable tariffs;
19. CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT HAVING PROPER JURISDICTION WITHIN THE STATE OF WASHINGTON. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.



International calling rates apply to voice calls to many satellite phones. Depending on your cellular or PSTN carrier, these rates can be \$5 to \$10 per minute. VOCO dramatically lowers the cost of these calls and allows you to affordably call any satellite phone via a local number. Calls to this VOCO local number are

automatically routed to your satellite phone wherever it is in the world, then billed at a fixed per minute basis rather than the extreme rates long distance carriers will charge persons attempting to speak with you.

Yes, please add VOCO calling to my satellite plan for \$10 per month plus calls. \$12 activation fee applies

I would like to requested a number with the following area code: _____

www.ocens.com/voco

Broadband Usage and Suspension Alerting

OCENS will set usage and suspension alerts on your account notifying us of data consumption by your terminal. If you would like to receive those alerts as well, please provide here the email address of a Point-of-Contact (not along with you on your vessel or remote trip) to which those alerts should be sent:

Official Authorization ** (You must sign this portion for the Service Agreement to be valid)**

In my individual capacity, or on behalf of the entity I represent, I hereby certify that I have read and agree to the OCENS, Inc. Iridium Satellite Services Terms & Agreements and further testify that the information provided to OCENS in this service agreement and credit application is correct. I hereby authorize the bank and the references listed in this credit application to release information to OCENS to evaluate credit worthiness. Further, I hereby authorize the use of my credit card referenced on page 1 or a card otherwise or later provided to OCENS for the purposes associated with this service agreement. I understand and agree that a facsimile copy of this agreement shall be valid and binding for all purposes.

Authorized Account Holder (Please Print)

Authorized Signature

Date