



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

**Inmarsat BGAN Service Agreement**  
For fast activation please return to:  
Fax: **206.878.8314**  
Email: **admin@ocens.com**

**Questions?**  
Phone: 206.878.8270  
Email: sales@ocens.com  
http://www.ocens.com

Dealer: \_\_\_\_\_ Reference #: \_\_\_\_\_

**Requested Activation Date** \_\_\_\_\_  
*If weekend date requested, activation will be processed on preceding Friday. Allow 24hr for activation.*

SIM# \_\_\_\_\_ *OCENS USE ONLY*

**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 \_\_\_\_\_

# Inmarsat BGAN Service Agreement

PostPaid Plans* (\$50 Activation)	Basic	Standard <sup>5</sup>	Entry <sup>5</sup>	Mid-Level <sup>5</sup>	High <sup>5</sup>	Super-High <sup>1</sup>	Geographic <sup>1</sup>
Monthly Access Fee	\$49	\$65	\$120	\$450	\$2799	\$5999	\$49
Minimum Term (months)	12	12	3	6	12	12	12
Included Background IP (MB/month)	5	4	21.25	100	750	2000	7.5
Rate (\$MB) for Additional MB	\$9.99	\$6.45	\$5.95	\$4.75	\$4.20	\$2.99	\$3.99 <sup>3</sup> \$2.99 <sup>4</sup>
Voice to PSTN (\$/min)	\$0.89	\$0.89	\$0.73	\$0.63	\$0.50	\$0.39	\$0.89
Voice to Cell (\$/min)	\$1.09	\$1.09	\$0.93	\$0.81	0.69	\$0.50	\$1.09
Voice to voicemail (\$/min)	\$0.74	\$0.74	\$0.56	\$0.50	\$0.42	\$0.31	\$0.74
Voice to BGAN (\$/min)	\$0.69	\$0.69	\$0.54	\$0.49	\$0.42	\$0.32	\$0.69
Outgoing SMS	\$0.45	\$0.45	\$0.35	\$0.31	\$0.27	\$0.19	\$0.45
Streaming IP at 32k (\$/min)				\$2.99			
Streaming IP at 64k (\$/min)				\$5.99			
Streaming IP at 128k (\$/min)				\$9.99			
Streaming IP at 176k (\$/min)				\$13.99			
Streaming IP at 256k (\$/min)				\$17.99			
ISDN Service (\$/min)				\$5.99			
HDR Half Channel / 64Kbps				\$17.99			
HDR Half Channel / Half Channel				\$23.99			
HDR Full Channel / 64Kbps				\$27.99			
HDR Full Channel / Full Channel				\$32.99			
BGAN X-Stream				\$24.99			

1) Special rates for PRC and nations in Southern Africa and South America 2) Beyond Plan cost per MB if unit used outside of region 3) Beyond Plan cost per MB for in- region use in PRC and Southern Africa 4) Beyond Plan cost per MB for in-region use in South America Contact OCENS for specific list of countries. 5) Specified 'included' MBs assume all units used for data traffic. Actual MBs available will be less if some of units used for voice traffic.

Prepaid Plans* (\$50 Activation)		0 (valid for 1 mth)	50 (valid for 3 mth)	500 (valid for 6mth)	1000*	2500*	5000*
<b>Global</b>	<b>Fee</b>	\$40	\$129	\$399	\$699	\$1699	\$3299
	Included MB <sup>1</sup>	0	5.50	54.95	109.89	274.73	549.45
	Included Voice to PSTN or Voicemail <sup>2,3</sup>	0	50	500	1000	2500	5000
<b>South America<sup>4</sup></b>	<b>Fee</b>	\$40	\$129	\$399	\$714	\$1737	\$3426
	Included (in-region) MB <sup>1,6</sup>	0	12.5	125	250	625	1250
	Included Voice to PSTN or Voicemail <sup>2,3</sup>	0	50	500	1000	2500	5000
<b>China/South Africa<sup>5</sup></b>	<b>Fee</b>	\$40	\$129	\$399	\$714	\$1737	\$3426
	Included (in-region) MB <sup>1,6</sup>	0	8.33	83.33	166.67	416.67	833.33
	Included Voice to PSTN or Voicemail <sup>2,3</sup>	0	50	500	1000	2500	5000

\*1000 - 5000 plans are valid for 12 months

1) Specified 'included' MBs assume all units used for data traffic. Actual MBs available will be less if some of units used for voice traffic. 2) Specified 'included' minutes assume all units used for PSTN or voicemail calls. Actual minutes to each will be less if units used for other purposes. 3) Minutes available for calls to cellular networks are 80% of values specified here. 4) Includes Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela 5) Includes China., Botswana, Lesotho, Mozambique, Namibia, South Africa, Swaziland, Zimbabwe

# Inmarsat BGAN Enterprise Service Agreement

## BGAN Link High Usage Plans - for fixed locations only

Plans (\$50 Activation)	Class 1 30 GB 12 month	Class 1 30 GB 3 month	Class 2 30 GB 12 month	Class 2 30 GB 3 month
Monthly Access Fee	\$3195	\$3895	\$4295	\$5195
Minimum Term (months)	12	3	12	3
Included Background IP (GB/month)	30	30	30	30
Rate (\$MB) for Additional MB	n/a	n/a	n/a	n/a
Voice to PSTN (\$/min)	\$0.99			
Voice to Cell (\$/min)	\$1.19			
Voice to voicemail (\$/min)	\$0.69			
Voice to BGAN (\$/min)	\$0.69			
Outgoing SMS	\$0.49			
Streaming IP at 32k (\$/min)	\$2.99			
Streaming IP at 64k (\$/min)	\$5.99			
Streaming IP at 128k (\$/min)	\$9.99			
Streaming IP at 176k (\$/min)	\$13.99			
Streaming IP at 256k (\$/min)	\$17.99			
BGAN X-Stream	\$24.99			
ISDN Service (\$/min)	\$5.99			

\*Class 1 terminal plans require Class 1 BGAN terminal. All Link plans require that the terminal remains at a pre-disclosed location for the duration of the contract. Terminals can be allowed to operate within a small radius of a central point on approval only. 30GB plans are capped at 30 GB and do not allow additional usage.

Annual Shared Corporate Allowance Plans (SCAP) All plans 12 month commitment		10 SIMS	20 SIMS	50 SIMS	100 SIMS	175 SIMS	250 SIMS
<b>Entry Level</b>	Monthly Access Fee	<input type="checkbox"/> \$584	\$1098	\$2745	\$5490	\$9607	\$13725
Included Background IP (MB/month)		106	213	531	1063	1859	2656
Rate (\$MB) for Additional MB		\$5.99					
Voice and Other Service		Voice to Fixed: \$0.89; Voice to Cell: \$1.09; Voicemail: \$0.75; SMS: \$0.49/160; Inmarsat: \$0.75					
<b>Mid Level</b>	Monthly Access Fee	<input type="checkbox"/> \$2400	\$4525	\$11312	\$22625	\$35594	\$56000
Included Background IP (MB/month)		500	1000	2500	5000	8750	12500
Rate (\$MB) for Additional MB		\$5.19					
Voice and Other Service		Voice to Fixed: \$0.79; Voice to Cell: \$0.99; Voicemail: \$0.70; SMS: \$0.39/160; Inmarsat: \$0.70					
<b>High Level</b>	Monthly Access Fee	<input type="checkbox"/> \$15449	\$28800	\$72000	\$144000	\$252000	\$360000
Included Background IP (MB/month)		3750	7500	18750	37500	65625	93750
Rate (\$MB) for Additional MB		\$4.49					
Voice and Other Service		Voice to Fixed: \$0.60; Voice to Cell: \$0.80; Voicemail: \$0.60; SMS: \$0.28/160; Inmarsat: \$0.60					

SCAP plans allow quarterly or annual prepayment. Allowance can be rolled-over within the associated upfront pay period. Otherwise, no month to month rollover of unused allowance.

Price provides an 'allowance' for application to monthly use of Background IP, voice to fixed/cellular/BGAN/voicemail or SMS services. Streaming IP, ISDN and fax traffic not included and billed separately.

Specified 'Included MB' assume all of subscription fee is used for data traffic. Included MB volume is reduced if any part of subscription fee used for non-data traffic

Allowance will be shared across active SIMS and NOT allocated on a pro-rated basis.

\*HDR and X-Stream Rates: Contact OCENS

# Inmarsat BGAN Service Agreement

## OCENS, Inc. Inmarsat Satellite 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 Customer's authorized user. Customer has no property right in the assigned satellite telephone number. OCENS
2. 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. OCENS Service: Customer has contracted to have OCENS provide the service under the terms detailed in this agreement. Inmarsat service is provided via the Inmarsat satellite network. Customer agrees to pay any applicable activation, monthly service, service usage fees, and any applicable taxes thereon. Subscriber understands that any changes made to their account including but not limited to the addition of new lines or changing of service plan or service type may result in the change in monthly subscription fees and usage fees and may extend the contract period. Subscriber understands that OCENS at its discretion may adjust or change monthly subscription fees and usage fees. SUBSCRIBER WILL BE RESPONSIBLE FOR ALL SUBSCRIPTION FEES AND AIRTIME CHARGES PRIOR TO NOTIFICATION OF OCENS OF DEACTIVATION OR DOWNGRADE.
4. Subscriber understands that iSavi terminals are capable of making high speed (broadband) Internet connections. Subscriber understands that such connections can result in significant bills for satellite airtime if usage is not monitored and controlled by Subscriber. Subscriber recognizes they are solely responsible for controlling such access and paying any and all fees resulting from this access and that no credits will be given in the event of such access.
5. Airtime Reserve – Should airtime usage by Customer exceed US\$5,000 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\$5000 in reserve, via credit card payment, against future usage.
6. Data Transmission and Dropped Calls: Due to the technical nature of voice and data setups and the inherent sophistication of data transmission through a variety of operating systems, OCENS makes no representation as to the success of calls through the system. Customer agrees that all call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature.
7. Notice of service termination or cancellation should be made in writing to OCENS Administrative Services at 22608 Marine View Drive, Suite 300, Des Moines, WA 98198 or via email to admin@ocens.com no less than seven (7) days prior to the expiration of any term of this Agreement. If via email and if termination/cancellation email from OCENS is not received by customer, it is customer's responsibility to contact OCENS to confirm termination. This Service Agreement cannot be assigned or reassigned without the written consent of OCENS. OCENS reserves the right to terminate the contract at any time during the contract period, in which case notice in writing will be given.
8. Invoicing and Guarantee of Payment of Service: OCENS will invoice customer monthly and unless otherwise agreed in advance bill customer's credit card for all usage incurred during the month just completed and service access for the month following the month just completed. Customer understands that they are responsible for all air time charges, including but not limited to direct airtime, long distance charges, roaming charges (if applicable) and charges for any Customer-elected, value-added services (when available). Payment must be made in US Dollars.
9. 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.
10. 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 notified prior to service activation if a deposit is required. Deposits will be refunded at service or contract termination.
11. Non-Payment/Breach: A late charge of 1 ½ percent per month will be applied to Customers 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 OCENS all costs, including, without limitation reasonable attorney fees, the fees of any collection agency, and any other costs incurred by OCENS in exercising any of its rights under the Agreement. Should Customer's service be suspended for non-payment; OCENS will charge a commissioning fee of \$250.00 per terminal for re-activation of the suspended terminal.
12. Limitation of Liability: The satellite services provided by OCENS may be temporarily interrupted, delayed or otherwise limited and are not available everywhere in the world. OCENS makes no representation that it can provide uninterrupted service. Furthermore, OCENS shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of OCENS. 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 HEREBY DISCLAIMED AND EXCLUDED. OCENS SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES.
13. 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 damaged, lost, stolen or otherwise inoperable, Customer is responsible for all charges of replacement or repair.
14. Licensing: Customer wishing to operate satellite phones while in foreign territories shall be responsible for obtaining 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 operations of Inmarsat equipment.
15. Governing Law: This contract is governed by the laws of the State of Washington and applicable tariffs.
16. Customer agrees that any legal proceeding commenced by one party against the other, shall be brought in any state or Federal court having jurisdiction within the State of Washington. Both parties submit to such jurisdiction and waive any objection to venue and/or claim of inconvenient forum.

### **\*\*\*\*WARNING\*\*\*\***

This terminal is 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 caution when connecting this terminal to a computer network that may request or search for Internet access (e.g. Microsoft Update). 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.

**Customer Initials:** ( \_\_\_\_\_ ) I have read & understand this warning. I understand the potential for significant airtime use and bills through this terminal.

### **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. Inmarsat 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