



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

### KVH V3HTS / V30 Service Agreement

For fast activation please return to:

Email: [admin@ocens.com](mailto:admin@ocens.com) or

Fax: **206.878.8314**

### Questions?

Phone: 206.878.8270

Email: [sales@ocens.com](mailto:sales@ocens.com)

[www.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# \_\_\_\_\_

#### 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 \_\_\_\_\_

**KVH V3HTS / V30 Service Agreement**  
**Additional Subscriber Information** (required for activation)

Social Security or Tax ID \_\_\_\_\_ Date of birth \_\_\_\_\_

**Vessel Details**

Vessel Name \_\_\_\_\_ MMSI# \_\_\_\_\_

In which country is the vessel registered? \* \_\_\_\_\_ IMO#: \_\_\_\_\_

\*If the vessel is unregistered, in what country will the terminal/SIM be licensed.

Vessel Type \_\_\_\_\_ Port of registry \_\_\_\_\_ Home port \_\_\_\_\_

Radio Call Sign\* \_\_\_\_\_ Gross Tonnage \_\_\_\_\_ Year Built \_\_\_\_\_

\*Please attach a copy of the vessel's radio license.

Capacity for persons on-board (passenger and crew) \_\_\_\_\_

Emergency contact for vessel \_\_\_\_\_ Phone# \_\_\_\_\_

TracPhone V30 TracPhone V3HTS Antenna Serial # \_\_\_\_\_  
 TracPhone V3HTS ICM (or TracPhone V30 VSAT-Hub) Serial # \_\_\_\_\_

Rate Plans for TracPhone V30 & V3HTS				
All plans feature: 1 phone line, data rates up to 6 Mbps/2 Mbps(down/up), \$220 Activation, month to month contracts. All phone calls to land or mobile lines worldwide only \$0.59/minute!				
HTS-Unlimited Use Rate Plans			HTS-Metered Rate Plans	
Global service with fixed monthly price and no overage charges. If monthly high-speed allotment is consumed, system automatically shifts to shaped data rates with unlimited usage and resets to the high-speed data rates on the first of each month.			Simple, flexible, usage-based plans that provide reliable and fast global service, low costs, and user-friendly tools for monitoring and controlling usage.	
Plan	\$/Month (USD)	HIGH SPEED DATA/MONTH	HIGH-SPEED DATA RATES	SHAPED DATA RATES
HTS-U200	\$159	200 MB	6/2 Mbps	32/32 Kbps
HTS-U500	\$309	500 MB		64/32 Kbps
HTS-U1GB	\$619	1 GB		128/64 Kbps
HTS-U2GB	\$1,299	2 GB		
HTS-U5GB	\$1,739	5 GB		
HTS-U10GB	\$2,329	10 GB		
Plan	\$/Month (USD)	HIGH SPEED DATA/MONTH	\$/MB Over Plan	HIGH-SPEED DATA RATES
HTS-M200	\$109	200 MB	\$0.99	6/2 Mbps
HTS-M500	\$269	500 MB	\$0.69	
HTS-M1GB	\$539	1 GB	\$0.59	
HTS-M2GB	\$1129	2 GB	\$0.54	
HTS-M5GB	\$1629	5 GB	\$0.44	
HTS-M10GB	\$2219	10 GB	\$0.34	

Global Static IP Service: \$40/mo plus \$149 Activation

VOICE LINE OPTIONS (select one)	\$/MONTH
KVH-assigned Voice Line Phone Numbers	FREE
<b>OR</b>	
User-specified Voice Line Phone Number Country Code: _____ Area/City Code: _____	\$35
Additional Virtual Local Phone Numbers: (incoming calls only)	
Country Code: _____ Area/City Code: _____	\$35

• Both incoming and outgoing calls and faxes are charged at \$0.49/minute. A few select countries and satellite phone services are blocked. Contact KVH Airtime Services for special rates for these areas/ services.

KVH OneCare™ Technical Assistance	\$/MONTH
Standard Package (required - automatically enrolled)	\$25
Upgrade to Premium Package	\$52
Upgrade to Global Package (covers \$10,000 USD per service event or \$25,000 USD annually)	\$105
KVH Remote Diagnostics (required - automatically enrolled)	\$39

# KVH V3HTS / V30 Service Agreement

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. 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) Satellite broadband terminals are NOT recognized as maritime distress devices, and customer understands that they should not be used for "SAFETY AT SEA" purposes.
7. 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;
8. 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.
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 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;
11. 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;
12. 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 its 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;
13. Contractual Limitations: Customer recognizes that all airtime plan purchases, be they for the purchase of an initial activation or reload, are NOT refundable.
14. 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;
15. 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.
16. 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;

Initials: \_\_\_\_\_

## KVH V3HTS / V30 Service Agreement

17. Governing Law: This contract is governed by the laws of Washington State and applicable tariffs;
18. 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.

### KVH Specific Terms

19. \$220 activation fee applies.
20. All services and plans are subject to the KVH Master Services Agreement.
21. All mini-VSAT Broadband airtime rate plans include Enhanced Voice Service. See Enhanced mini-VSAT Broadband Voice Service Terms.
22. Solely with respect to Subscriber-owned terminal equipment, the contract term shall be month-to-month, automatically renewing on a monthly basis.
23. mini-VSAT Broadband published data rates are rate plan maximums and may vary in different regions and under different conditions. Service reception may be affected by environmental or operational conditions and its uninterrupted availability is not guaranteed.
24. Subscribers are not permitted to use the mini-VSAT Broadband service for BitTorrent and all such data-intensive applications and protocols will be blocked by KVH.

### Additional Terms for HTS-Unlimited Use Rate Plans

25. When the data allocation for the high-speed rate plan has been consumed, service will automatically shift to the reduced data rate shaped plan with no overage charges until the end of the calendar month. The high-speed data allocation will reset at the beginning of each month.
26. If your data usage significantly exceeds the data allocation for the plan you have chosen during multiple months, you may be required to upgrade to a greater data plan in order to continue to receive service.

### Suspension and Plan Change Policies

27. Subscribers are permitted to change rate plans and switch between unlimited and metered plans with certain restrictions. \$130 fee applies for plan changes to lower priced plans (excluding VoIP-only Suspension Plan), except during the first 90 days of service to allow the subscriber to determine the plan most appropriate for their usage needs.
28. Suspension is available in 1-month increments with no minimum or maximum limit.
29. During suspension periods, TracPhone system is on the VoIP-only Suspension Plan. Enhanced Voice Service remains active.
30. \$60/month VoIP-only Suspension Plan fee applies.
31. During suspension periods, KVH OneCare Technical Assistance Package, VoIP line, CommBox, and Static IP charges (if applicable) remain in effect.

### Airtime Rate Plan Change Policies: General

32. High Speed (HS) plans may be changed to any other HS plan, Unlimited Use (UL) plans may be changed to any other UL plan.
33. \$130 fee applies for each change to a lower priced plan, except during the first 90 days of service to allow Subscriber to determine the plan most appropriate for their usage needs.
34. Plan changes are only permitted if a Subscriber's account is paid "current".
35. Suspension requests must be submitted via email or in writing by Subscriber or an Authorized Representative to admin@ocens.com no later than the 25th of month prior to the month the airtime rate change is to take affect.

### Additional Plan Change Policies for TracPhone V30/V3hts

36. Plan changes will go into effect on the first day of the month following Subscriber's submission of a plan change request, except in the following cases
  - For a plan change from a HTS-Unlimited Use U-plan to a higher-priced HTS-Unlimited Use U-plan, plan change shall take effect as soon as the request is processed by KVH. New plan will be backdated to the beginning of the month. Any high-speed MBs consumed in the lower- priced plan will be added to the new plan's usage allocation and only the new higher plan will be billed at month's end.
  - For a plan change from a HTS-Metered M-plan to any another HTS-Metered M-plan, plan change shall take effect as soon as the Subscriber's request is processed by KVH, and is prorated for days used on each plan.

### Airtime Service Suspension Policies: General

37. Suspension requests must be submitted via email or in writing by Subscriber or an Authorized Representative to admin@ocens.com no later than the 25th of month prior to the month suspension is to begin.
38. During suspension periods, fees (if applicable) for remote diagnostics and monitoring service, KVH OneCare™ Technical Assistance Package, VoIP lines, fax server, CommBox, and Static IP remain in effect.
39. Service suspension is only permitted if a subscriber's account is paid "current".
40. Suspension is available in 1-month increments with no minimum or maximum limit.

### Additional Terms for TracPhone V30/V3hts Metered Plans

41. During suspension periods, TracPhone system is on the VoIP-only Suspension Plan. Enhanced Voice Service remains active.
42. \$60/month VoIP-only Suspension Plan fee applies. VoIP-only Suspension Plan is not subject to the \$130 fee for changing to a lower priced plan

### Additional Terms for TracPhone V30/V3hts Unlimited Use Plans

43. During suspension periods, the TracPhone system will be placed on the VoIP-only Suspension Plan. Enhanced Voice Service remains active. Suspension Plans go into effect on the first day of the month following the Subscriber's submission of suspension request.
44. \$60/month VoIP-only Suspension Plan fee applies. VoIP-only Suspension Plan is not subject to the \$130 fee for changing to a lower priced plan.

## 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. 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.

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Authorized Account Holder (Please Print)

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Authorized Signature

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Date