



**OCENS**

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

**Iridium GO! exec Service Agreement**

For activation please return to:

Email: [admin@ocensinc.com](mailto:admin@ocensinc.com)

**Questions?**

Phone: 206.878.8270

[www.ocens.com](http://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 \_\_\_\_\_

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Global Land & Leisure Marine	Unlimited Monthly	Unlimited Annual
Minimum Duration	1 Calendar Month	12 Calendar Months
Monthly Data Allowance MB	Unlimited**	Unlimited**
Included 'Voice Minutes	50 per month	50 per month
Voice Minutes Overage	\$1 per minute	\$1 per minute
Monthly Service Fee	\$219	\$198

Voice calls to landline \$1 per min / Voice calls to Voicemail \$0.75 per min

### Additional Services for your Iridium Phone



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](http://www.ocens.com/voco)

#### \*\*IRIDIUM FAIR ACCESS POLICY

(Applies to all Iridium® Services)

This Iridium Fair Access Policy (the "Policy") outlines Iridium's expectations for the reasonable use of the Iridium satellite telephony and data communication services ("Services") on the Iridium Communications System ("ICS") that is in the best interests of all network users ("Subscribers") and diminishes or eliminates excessive, improper, or illegal use of the ICS that may negatively impact other Subscribers or the performance and integrity of the ICS. This Policy is in addition to any restrictions or conditions contained elsewhere in the Iridium Global Service Provider Agreement or Value Added Reseller Agreement (the "Agreement(s)") between the service partner (i.e., Value Added Reseller or Service Provider, as applicable) and Iridium. Specifically, the Policy's intent is to prevent any use or misuse of the ICS that:

- Negatively impacts the fair use of the ICS for other service partners or other Iridium Subscribers;
- Negatively impacts the performance of the ICS;
- Is illegal based on U.S. or local laws and regulations; or
- Results in traffic bypassing ICS network elements or being rated incorrectly.

Prohibited Uses and Activities.

Use of the Services and activities involving the Service under the Agreement may not interfere or diminish the performance of the ICS or fair use of the ICS by other Subscribers, be illegal, or infringe on the rights of others. Subscribers (and service partners) must comply with this Policy. Failure to comply with this Policy may result in suspension or termination of the Service, Service accounts, or Service on a specific Subscriber's device or equipment.

Prohibited uses and activities include, but are not limited to, attempting to or using the Service to:

- Undertake or accomplish any unlawful purpose. This includes, but is not limited to transmitting or disseminating information, data or material which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- Generate and transmit abnormal or excessive amounts of data or messaging traffic, regardless of application or service type, data traffic or pings whose sole or primary purpose is to keep a data connection, channel, or circuit open or dedicated without sending any actual application data or payload content, or excessive voice usage, including without limitation always-on or open connections that negatively impacts other Iridium Subscribers or the performance of the ICS, as determined solely by Iridium;
- Generate and transmit: (i) Marketing spam (unsolicited messages, voice or data communications); (ii) Communications or traffic that introduces or poses a security, integrity, privacy, safety, or performance risk to the ICS or any Subscriber; or (iii) Any communications or traffic on the ICS that threatens the ICS (e.g. attack on network communications, denial-of-service attacks, introduction of viruses, malware, code, software, or program of a malicious nature).
- Restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other Subscriber to use or enjoy the Service;
- Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Iridium network; or
- Divert or reroute, including any attempt to divert or reroute, any inbound or outbound traffic or communications on the ICS to avoid normal routing of calls or the correct usage rating (i.e., Bypass). Bypass (as defined in the Agreement) is prohibited.
- Additionally, unless explicitly authorized by Iridium, service partner may not alter, modify, or tamper with Iridium equipment, devices, or Service or permit any other person to do the same.

Violation of this Fair Access Policy.

Although Iridium reserves the right to, Iridium does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption. However, Iridium reserves the right to actively monitor usage statistics of Subscribers on the ICS and take proactive measures to regulate, and if necessary, suspend or deactivate access to the ICS to ensure high quality network performance for all Iridium

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Subscribers and its service partners on an ongoing basis.

Iridium reserves the right to refuse to transmit and to block any traffic, that it, in its sole discretion, deems to be in violation of this Policy, or otherwise harmful to the ICS regardless of whether the traffic is unlawful so long as it violates this Policy.

Iridium reserves the right to investigate suspected violations of this Policy and respond appropriately if it becomes aware of inappropriate use of the Service.

Iridium prefers to inform service partner customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. However, if the Service is used in a way that Iridium, in its sole discretion, believes violates this Policy, Iridium may take any responsive or corrective actions it deems appropriate under the circumstances with or without notice. These actions include, but are not limited to, the immediate suspension or termination of all or any portion of the Service or a device's access to the ICS, suspend or terminate service partner's account, or terminate the Agreement without recourse (e.g., no compensation for lost time or usage of the device and/or Service, lost revenues, and any initial purchases or sales incentives for the device will be forfeited and charged back to service partner). Accordingly, neither Iridium nor its agents will have any liability for any of these responsive actions. These actions are not Iridium's exclusive remedies and Iridium may take any other legal or technical actions it deems appropriate with or without notice.

General

Iridium reserves the right to modify and update this Policy at any time with immediate effect upon electronic notice.

### 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. **Account activation, renewal and deactivation: Accounts, other than Unlimited Plan accounts, activated within a given month are billed for the full month as service is unlimited. 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 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@ocensinc.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.**
6. 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 service/ minutes used if post-paid accounts. Invoices shall be paid by credit cards or ACH transfer. 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.
8. 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;
9. 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;
10. 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;
11. 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;

Initial here if you have read and agree to the above terms: \_\_\_\_\_

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12. Contractual Limitations: Customer recognizes that all airtime plan purchases, be they for the purchase of an initial activation or reload, are NOT refundable.
13. 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;
14. 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.
15. 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;
16. Governing Law: This contract is governed by the laws of Washington State and applicable tariffs;
17. 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.

### 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.

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Authorized Account Holder (Please Print)

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Authorized Signature

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Date