

Inmarsat GSPS Pro/Link Monthly Account Airtime Agreement

Please fill in sections 1, 2, 3, 4, 5 & 6 and email or fax back ALL pages to your dealer

Section 1: Pricing 4500											
Plan	Voice to PSTN (per minute)	Voice to Cellular (per minute)	Voice to BGAN/FB/SB Voicemail (per minute)	Voice to GSPS (per minute)	SMS (per message)	Service Package	Activation Fee	Monthly Subscription	Included Voice Minutes	Minimum Duration in months	Select one:
Standard 10	\$0.89	\$1.07	\$0.89	\$1.16	\$0.45	Standard Allowance	\$0	\$45.00	10	1	
Allowance 60/180/720	\$0.80	\$0.98	\$0.80	\$1.16	\$0.45	Allowance Monthly	\$0	\$62.30	60	12	
						Allowance Quarterly#	\$0	\$186.90	180	12	
						Allowance Annual#	\$0	\$747.60	720	12	

- Allowance plans include GSPS to fixed, Cellular, BGAN, FB, SB, GSPS and Voicemail.
- Monthly subscriptions are pro-rata for month of activation, monthly in advance & based on a full billing month at deactivation.
- # Renewal automatically starts on the 1st of the month of activation following expiry (not from the actual activation date unless actual activation date is 1st of the month). 30 days' notice of cancellation is required before renewal date to avoid further commitment of the selected time block.
- Services are SIM specific, ie you require a Pro SIM for the Pro service and Link SIM for the Link service.
- If you wish to move between plans during the initial contract period (minimum duration) please contact your dealer for detail/cost.

Section 2: Monitoring

USAGE ALERTS***: We can notify you/suspend if a SIM uses more than a specified amount of airtime Minutes and/or a specified amount of Dollar spend **per month**. If you would like to use this Service, please specify the amount in \$US and airtime or Mins at which you would like to be informed. This service is offered to assist with usage control, however if because of system failure or any other reason outside of our control a report is not generated, all usage generated will be invoiced and due for payment as per clause 3 of our T&C's. We recommend that a suspension limit is set to stop service once the usage reaches the maximum that is comfortable to you for any given month, **\$2000 has been set please amend as appropriate.**

Monitor/Advise: \$ _____ Mins: _____ Auto Suspend: \$2000 _____ Mins: _____
(reactivated 1st of each month) (Amend as appropriate)

*** Please nominate an email address for notification: _____

Section 3:

SIM ID No.

Section 4: Personal Details: Invoice Address / Credit Card registered address

By completing this section I acknowledge that this information may be used to make a search with a Credit Reference Agency, we will keep a record of that search and may share that information with other businesses.

Title: _____ PO or Ref No: _____

Forename(s): _____ Company: _____

Surname: _____ Co Reg No: _____

Telephone: _____ Address: _____

Fax: _____

E-Mail: _____

Date of Birth: _____ Postcode: _____

(Private individual account applicants only)

Number of years at this address: _____ NOTE: **If less than 3 years please provide a previous address on a separate sheet.**

Section 5: Payment Method

Payment By Invoice

Group Invoice: **If more than one system is registered by the above user, we will provide a group invoice, please tick if not required.**

Payment of invoices: **May be made in either Sterling or US Dollars, please tick box as appropriate**

(Note: we assume \$ if not completed)

US

GB

Payment of invoices: **Please add to my existing Direct Debit or send me a form to register for payment by Direct Debit**

(Sterling account with UK bank accounts only)

EU member (non UK) registered companies qualify for zero rated VAT. If this applies please supply Co VAT No: _____

Payment by Credit Card

Note: The Credit Card detailed in this section must be registered at the address detailed in section 2. If this section is not filled in we assume you are applying for a monthly account payable on invoice.

I authorise AST Connections Ltd to debit my credit card each month for the total cost of my airtime bill.

Credit Card Type: _____ **Expiry Date:** _____ / _____ **Start Date:** _____ / _____

Credit Card Number:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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ASTC's Business Terms and Conditions: BT&C-ASTC_ISS9_Jan12

1. Introduction

These terms and conditions as amended shall govern the relationship between AST Connections Limited and the Subscriber and are the basis of the provision of Services by ASTC.

2. Definitions

In these conditions of contract the following expressions will have the following meaning:

- (a) "ASTC" shall mean AST Connections Limited whose registered office is Satellite House, Bessemer Way, Harfreys Industrial Estate, Great Yarmouth, Norfolk, NR31 0LX, United Kingdom.
- (b) "Contract" shall mean this Contract.
- (c) "Default" shall mean the failure of the Subscriber to materially perform or observe any term hereunder, which failure has not been cured within thirty (30) days of receipt of written notice from ASTC.
- (d) "Initial Contract duration" shall mean the first period of a Contract with the Subscriber prior to any renewals.
- (e) "Invoice" shall mean the sales invoice as issued by ASTC.
- (f) "IMN Number" means Inmarsat Mobile Number ("IMN"). The IMN provides the international identification number of the mobile Terminal.
- (g) "Minimum period" shall mean the Initial Contract duration and/or any period, as detailed in Section 1.
- (h) "MSISDN" means Mobile Subscriber Integrated Services Digital Network. The MSISDN provides the international identification number of the mobile Terminal.
- (i) "Network" means the satellite and terrestrial system that provides the Service.
- (j) "Services" shall mean the Service identified in Section 1 of this Contract.
- (k) "SIM" means a Subscriber Identity Module.
- (l) "Subscriber" will be any company, partnership, practice or person purchasing Services directly or indirectly through ASTC as identified on the front of this document.
- (m) "Terminal" shall mean portable or transportable equipment which enables access to mobile satellite communications services. This equipment may be used on land, at sea, or on board aircraft.

3. Payment/Non Payment

- 3.1. In consideration for the provision of the Services, the Subscriber agrees to pay ASTC the sum outlined in the invoice, which will be raised on a monthly basis, plus any Credit Card charges, VAT and mandatory taxes at the prevailing rate at the date of invoice. ASTC pays the Satellite Network Operator in United States Dollars (USD) and accordingly, if the Subscriber pays in a currency that is not USD, the Subscriber accepts that the exchange rate applicable at the time of invoicing and in accordance with ASTC's Exchange Rate Policy, will be applied in order to account for the fluctuations in exchange rate from the date of billing to date of payment. A copy of ASTC's full Exchange Rate Policy is available upon request.
- 3.2. Data records provided by the Satellite Network Operator are deemed conclusive evidence of calls made and invoicing will be based upon this data.
- 3.3. Payment by Subscribers:
 - (a) based inside of the UK and EU must be made by direct bank transfer or Credit Card, with bank charges shared.
 - (b) based outside of the UK and EU must be made by direct bank transfer or Credit Card, net of all bank charges.
- 3.4. For customers paying by Credit Card, it is the customer's responsibility to ensure that ASTC is advised of any changes so payments are processed and the account is maintained. Credit Card payments are processed within five (5) days of the invoice date.
- 3.5. For credit accounts the charges as selected overleaf will be invoiced on a monthly basis with payment being due strictly within thirty (30) days from date of invoice. ASTC reserves the right to refuse or withdraw credit facilities at any time.
- 3.6. Without prejudice to any other rights available to ASTC, if any invoice remains unpaid thirty (30) days following the due date, then the outstanding balance shall attract interest (both before and after judgement) at the rate of two percent (2%) per calendar month or part calendar month and the Subscriber's right to credit facilities are revoked and a full payment of all outstanding balances will be made. The Subscriber will indemnify ASTC against all costs incurred in collection and this shall constitute a default of this Contract by the Subscriber.
- 3.7. All payments made by the Subscriber to ASTC shall be applied in the following priority:
 - (i) late fees
 - (ii) overdue amounts
 - (iii) remaining balance.

- 3.8. ASTC reserves the right to immediately suspend the services if payment is not received in accordance with the above.
- 3.9. The Subscriber shall notify ASTC of any disputed items within thirty (30) days of the date of invoice. ASTC shall review and respond to the dispute within ten (10) working days of receipt of the dispute. Any dispute that is upheld by ASTC will be immediately credited to the Subscriber if such has already been paid. Thereafter the Subscriber shall be subject to the Disputes/Arbitration process as outlined in clause 13 of these Terms and Conditions.
- 3.10. In the event of a Late Billing event ASTC shall present to the Subscriber any additional charges incurred by the Subscriber in the form of an invoice within a reasonable time after ASTC is informed of the Late Billing event. Any invoice that has been generated by a Late Billing event will become due for payment within thirty (30) days from the date of that Late Billing invoice.

4. Monthly Subscription and Prices

- 4.1. Subscriptions will be charged as indicated in Section 1 of the Contract irrespective of use of the SIM card and/or Terminal.
- 4.2. Monthly subscription fees will continue to apply during SIM card/Terminal suspension.
- 4.3. Call costs not listed in Section 1 of the Contract will be charged at ASTC standard rates, copies of which are available on request.

5. Sales Tax/Value Added Tax

- 5.1. Sales tax and VAT are charged at the prevailing rate.
- 5.2. For VAT, charges may be zero rated if the equipment is used outside of the EU subject to local laws and customs. In the event that zero rating is requested: evidence of export must be provided if the original delivery was made within the UK/EU. ASTC reserves the right to refuse zero rating at their discretion.
- 5.3. Where a sales tax becomes due at a later date ASTC shall pass such charges on to the Subscriber.

6. Unauthorised/Fraudulent Use

- 6.1. It is the user's responsibility to ensure that they:
 - (a) Understand and comply with the laws and licensing arrangements of the country in which they are operating.
 - (b) Safeguard the operation of the system from any unauthorised, fraudulent or dangerous use.
 - (c) Notify ASTC immediately if any unit is stolen or they become aware of any unauthorised, fraudulent or dangerous use, so that the airtime service may be suspended. Please note that notification must be followed up in writing and that any calls made including fraudulent calls and those derived from SIM card cloning will be chargeable howsoever caused, until such notification is received and suspension of the SIM card and/or Terminal is confirmed by the Satellite Network Operator.
- 6.2. ASTC reserves the right to immediately terminate any Services to the Subscriber should they believe that the Subscriber has not observed their responsibilities as outlined above.

7. Re-activation, Unbarring and Deactivation

In the event of re-activation, unbarring or deactivation of a SIM card and/or Terminal, a charge of \$50 USD may be applied for each process, unless specifically identified in Section 1. Re-activation of a deactivated Iridium SIM card will cost \$220.00 USD.

8. Duration

- 8.1. For Contracts where payment is received upfront, the Contract shall run for the pre paid period, as a minimum.
- 8.2. The Initial Contract duration is detailed in Section 1 of the Contract.

9. Cancellation/Renewal/Termination

- 9.1. New consumer Subscribers may cancel this Contract up to seven (7) working days after the date on which the Contract commences. Notice to cancel must be given within this period in writing. Any costs incurred during this period by the Subscriber connecting to the Network will be charged to the Subscriber. Please note: In these circumstances, connecting to the Network during this period will void your right to cancel the Contract.
- 9.2. Any consumer Subscribers who enter into a Contract via distance means may cancel this Contract up to seven (7) working days after the date on which the Contract commences. Notice to cancel must be given within this period in writing. Please note: In these circumstances, connecting to the Network during this period will void your right to cancel the Contract.
- 9.3. The Subscriber agrees to give notice for termination of the Contract in writing to ASTC at least thirty (30) days prior to the commencement of any renewal term ("Termination Notice").
- 9.4. In the absence of receiving a Termination Notice, ASTC will automatically renew the Contract on the last day of the Contract for a further term of the same duration as the original Contract. The automatic renewal will continually renew at the end of each consecutive term unless notice is given in accordance with clause 9.3.
- 9.5. Contracts which are paid up front quarterly, half yearly or annually (which include Minutes and/or Megabytes) are only able to be terminated at the end of any paid up Contract period. Notice in accordance with clause 9.3 must be given prior to commencement of the next period.
- 9.6. After the Initial Contract period, Contracts which have not been paid for up front (as detailed above in clause 9.5), may be terminated by the Subscriber by giving not less than thirty (30) days written notice of termination at any time.
- 9.7. ASTC reserves the right not to renew the Contract should it wish to terminate the Agreement at the end of the Contract period. ASTC will provide thirty (30) days notice of its intention not to renew a Contract.
- 9.8. All outstanding costs must be paid. Any termination of the Contract shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract, or at law, and shall not affect any accrued rights or liabilities of either party.
- 9.9. ASTC may terminate this Agreement by providing fourteen (14) days notice should the Subscriber be in breach of the Agreement. In the event of such termination the Subscriber shall still be liable for the payment of any minimum period left on the Contract.
- 9.10. On any contract renewal these Terms shall continue to apply unless changes are agreed in writing.

10. Liability

- 10.1. ASTC will use all reasonable endeavours in ensuring its employees use reasonable skill and care in the provision of the Services.
- 10.2. Subject to sufficient and correct documentation being offered by the Subscriber, ASTC accepts:
 - (a) liability for death and personal injury resulting from ASTC's negligence.
 - (b) liability for obvious negligence arising in connection with the provision of Services, as agreed between the parties, to a maximum of the Contract Value.

- 10.3. Any liability in respect of claims arising in contract, or otherwise, for losses of a consequential or contingent nature, due to faults of ASTC is expressly excluded. In no event will ASTC be liable for loss of anticipated profit, loss by reason of plant shutdown, non operation or increased expense of operation of other Goods or Services or other costs, expenses or losses, real or notional.
- 10.4. No liability or consequential loss will be accepted by ASTC for:
 - (a) Any or all failure or reduction in quality in all aspects of the system hardware or Services provided nor the satellite(s) or terrestrial connections that apply.
 - (b) Any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the anticipated service.
 - (c) Any loss or delay associated with unlicensed or fraudulent usage.
- 10.5. Any condition or warranty, which might otherwise be implied or incorporated within this Contract by reason of statute or common law or otherwise, is hereby expressly excluded.
- 10.6. No warranty either express or implied as to performance for fitness for purpose is given.
- 10.7. Any dates specified by ASTC for the delivery of Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 10.8. ASTC cannot be held responsible for any loss of Services, which are due to the withdrawal of operating licenses by Governmental authorities or their refusal to renew such.
- 10.9. The Subscriber acknowledges that on rare occasions ASTC may be billed by their supplier for usage incurred by the Subscriber and/or end user, after the usual billing period ("Late Billing"). The Subscriber hereby acknowledges and agrees that they are responsible for any such costs that a Late Billing event generates and agrees to pay for such usage in accordance with clause 3.10 of this agreement.
- 10.10. At the Subscriber's discretion the Subscriber may request to receive notifications when their usage exceeds an agreed level ("Usage Alerts"), however, the Subscriber agrees and acknowledges that ASTC does not accept any liability for or guarantee the Usage Alert service and it remains the sole responsibility of the Subscriber to ensure they do not exceed the specified monthly airtime limits. If any such limit is exceeded the Subscriber hereby agrees to pay for usage generated in accordance with clause 3 of this agreement.
- 10.11. The Subscriber acknowledges and agrees that all services will be chargeable howsoever caused, until either a request for a deactivation or suspension is received by ASTC from the Subscriber and the deactivation or suspension of the SIM card and/or Terminal is confirmed by the Satellite Network Operator.

11. General

- 11.1. ASTC may assign the Contract or any part of it to any person, firm or company.
- 11.2. The Subscriber shall not assign, transfer, subcontract or in any manner make over to a third party the benefit of this Contract without the prior written consent of ASTC.
- 11.3. The Subscriber understands and acknowledges that ASTC may, at its sole discretion, amend and/or modify these terms and conditions periodically by giving thirty (30) days written notice to the Subscriber's address for notices in accordance with clause 15. Within the thirty (30) day notice period, the Subscriber may terminate this Contract by giving thirty (30) days notice in accordance with clause 8 and 9 of this Contract. Upon the expiry of the thirty (30) day notice period, the Subscriber shall be deemed to have accepted any notification and/or amendment unless otherwise agreed in writing and signed by an authorised signatory of ASTC.
- 11.4. ASTC reserves the right to change the ID numbers, including but not limited to MSISDN and INM numbers, if required. Prior notice of any changes will be given where possible.
- 11.5. It is acknowledged and agreed by both parties that neither entry into, nor performance of the terms of this Contract constitutes a partnership, joint venture, relationship of agency, or establishment of any other form of company between the parties.
- 11.6. Any waiver by either party of its rights under this Contract or of any breach of this Contract shall not be construed as a waiver of any or further rights or breach.
- 11.7. ASTC reserves the right to suspend the Service immediately at any time upon discovery of a breach of this Contract.
- 11.8. Both parties to the Contract will comply with their respective obligations under the Data Protection Act, as modified from time to time.
- 11.9. References to persons shall include bodies corporate and unincorporated associations, partnerships and individually and words denoting the singular shall, unless the context otherwise requires, include the plural and vice versa and words denoting any gender shall include all genders.
- 11.10. Headings are for convenience only and shall not affect the construction of the Contract. No Contract shall be deemed to be capable of invalidation owing to printing or clerical errors.
- 11.11. References to any statute or statutory instrument shall include any re-enactment, modifications, amendments thereto or replacement thereof for the time being in force.
- 11.12. When purchasing this service via a dealer, unless specifically requested otherwise, the dealer will have access to all invoices and call records generated by this service.

12. Whole Agreement

- 12.1. Each party acknowledges this Contract contains the whole Contract between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigation into all matters relevant to it.
- 12.2. This Contract supersedes any prior Contract between the parties, either written or oral, for the provision of the Service.

13. Disputes/Arbitration

- 13.1. In the event of any dispute over the quality of Service received the Subscriber will inform the Managing Director in writing. The Managing Director will then undertake a full review of all complaints received and shall offer up a report within four (4) weeks of receipt.
- 13.2. If after receipt of the report referred to above or, in the case of any other form of dispute in relation to this Contract, the Parties are not able to resolve the matter within four (4) weeks, the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR to settle the matter by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 13.3. Any dispute arising out of or in connection with the Contract shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts.

14. Force Majeure

Neither party shall be in breach of this Contract if there is any total or partial failure of performance by it of its duties and obligations resulting from causes beyond its control including, but not limited to, any act of God, fire, act of Government or State, war, labour disputes of whatever nature, breakdown of plant or machinery or inability to obtain materials or staffing.

15. Notices

- 15.1. Any notice or documentation given under this Contract shall be in writing and shall be deemed to have been duly given, left at, or sent by first class post, registered (signed for) post, facsimile or other electronic media to a party at its trading address, registered office or last known address for such party or other address as the party may from time to time designate by written notice by the other.
- 15.2. Any notice given by post shall be deemed to have been delivered forty-eight (48) hours after posting if posted within the United Kingdom (including Northern Ireland but excluding overseas territories) and five (5) working days for all other destinations. Where notice is given by facsimile transmission or other electronic media it shall be deemed to have been delivered at the time specified on the sender's transmission records if transmitted before 17:00 hours (GMT) on a working day. If the facsimile is made after 17:00 hours (GMT) it shall be deemed to have been received on the following working day when the banks are open in London, United Kingdom.
- 15.3. Where ASTC serves a notification under clause 11.3, ASTC must use reasonable efforts to comply with 15.1 and provide the Subscriber thirty (30) days from date of deemed receipt to response. Upon the expiry of the thirty (30) day notification period, the Subscriber is deemed to have accepted all amendments and/or modifications in accordance with clause 11.3.

16. Severability

If any provision of this Contract is found to be invalid or unenforceable under any applicable law then such provision either shall be inoperative to the extent, or replaced with such wording, necessary to achieve compliance with such law. The remaining provisions of this contract, and such revised wordings as necessary to achieve compliance with the relevant law, shall remain binding on the parties and enforceable as if any such revision was not required.

BT&C-ASTC_ISS9_Jan12

Section 6: Agreement to Terms and Conditions		
I hereby agree to the Terms and Conditions of this Agreement as stated above.		
The person signing this agreement must be the customer named in the agreement, or in the case of a company, must be authorised by the company to sign contractual documents.		
Signed: _____	Name: _____	Date: ____ / ____ / ____

Internal use: _____	C: _____	Internal ID: _____
Customer Passed Credit Check?	Y/N	Manager: _____
If No... \$ _____ Deposit		
Refundable after 12 month trading		