



For activation please fax to:
+39 0185 322731

Fleet Broadband Agreement

Account name (full name and title)

Address (Registered Office if Limited Company)

Postcode

Telephone Number	<input type="text"/>
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Fax number	<input type="text"/>
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Email	<input type="text"/>
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Company Registration Number	<input type="text"/>
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Name of Vessel

Call Sign

MMSI

Tariff Selected :

Invoice address, if different

Company Name	<input type="text"/>
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Contact Name	<input type="text"/>
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Address	<input type="text"/>
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<input type="text"/>	Postcode
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Telephone Number	<input type="text"/>
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Fax Number	<input type="text"/>
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Company Registration Number	<input type="text"/>
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SIM Serial Number

1. DEFINITIONS

- "we" or "us" means SELEX Communications Ltd.
- "you" means the customer named on the Agreement.
- "terminal" means your Inmarsat Fleet BroadBand Terminal
- "Services" means the basic service providing two-way communication via the Inmarsat Network and such other services as made to you by us from time to time.
- "Term" means an initial minimum period of 12 months starting on the date of signature of this Agreement.

2. DURATION

This Agreement will continue for the Term and thereafter. It can be brought to an end by either of us giving 6 calendar month's written notice to the other to expire on or any time after the expiry of the Term.

3. THE SERVICES

- We will use reasonable efforts to make the Services available but owing to the nature of mobile telecommunications, it is impossible to provide a fault free service and the quality and coverage of the Services depends partly on your terminal, partly on the Inmarsat Network and partly on other telecommunications networks to which the Inmarsat Network is connected. The Services might be adversely affected by too many people trying to use the network at the same time, physical features such as buildings and vessel superstructure by atmospheric conditions or other causes of interference and may fail or require maintenance without notice. Any coverage maps are our best estimate but not a guarantee of service coverage, which may vary from place to place.
- On connection of your terminal we may ask for a deposit to be used as security. We will be able, at any time, to use the non-interest bearing deposit to pay off any charges that you owe us.

4. PAYMENT

- a) You must pay to us the call charges (billed after the calls are made) and any other charges in respect of the services provided to you or someone else using your terminal which will be billed as we shall advise. All these charges must be paid by you within 30 days of the date of any invoice.
- b) All our charges for the Services are stated in this Agreement. These may change from time to time and we shall write to you with details of any changes.
- c) Charges via your nominated Land Earth Station will be charged to you with no handling fee. Charges via any other Land Earth Station will be charged to you at cost plus 10% handling fee.
- d) All charges will be based on US Dollars and will be invoiced to you in Pounds Sterling using the prevailing exchange rate as determined by us from time to time.
- e) If you owe us any money and this is not paid when it should have been paid, we may charge you interest on the unpaid amount at the rate of 2% per month or part thereof over and above the base rate of The Bank of England.
- f) VAT (where applicable) will be added to all our charges at the rate ruling at the date of the invoice.

5. SUSPENSION OF THE SERVICES

We can suspend the provision of the services without telling you:

- If we believe your terminal is being used in an unauthorised way or for criminal activities.
- If you are in breach of this Agreement (e.g. you fail to pay any charges when due).
- If we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of your terminal is taking place.
- If you do anything or allow anything to be done which we think may damage or affect the operation of the networks; or
- For reasons outside our control.

In the above cases this Agreement does not come to an end and you are still liable for all charges due during any period of suspension.

6. VARIATION OF CHARGES AND TERMS

- a) We reserve the right to increase/decrease our charges from time to time and/or introduce new charges from time to time. If we increase/decrease our charges, we will give you at least 14 days prior notice.
- b) We reserve the right to make changes to these terms from time to time and/or to introduce new terms from time to time if there are any changes to the law or amendments to Inmarsat's terms and conditions (as applicable).
- c) It is very unlikely, but we may need to change your terminal number. We will let you know if this is the case.

7. ENDING OF THIS AGREEMENT

a) You may end this Agreement immediately by writing to us if:

- We do not do what we have to under this Agreement and do not put it right within 14 days of being asked in writing to do so.
- All of the Services are permanently no longer available to you; or

b) We may end this Agreement immediately by writing to you if:

- You do anything (or allow anything to be done) which we think may damage or affect the operation of the networks or you become bankrupt or make any arrangement with creditors to go into liquidation or become subject to an administration order or a receiver is appointed over your assets.
- You do not do what you have to do under this Agreement (e.g. your failure to pay charges) and do not put it right within 7 days of being asked by us in writing to do so; or
- All of the Services are permanently no longer available to you.

c) When this Agreement comes to an end:

- Your terminal will be disconnected.
- You will no longer be entitled to use your terminal number.
- You will have to pay immediately all charges outstanding at disconnection.
- We will repay any deposit you have given us but only if you do not owe us any money. No interest will be payable.

8. LIABILITY AND EXCLUSIONS

a) Notwithstanding anything to the contrary in this Agreement (whether the Agreement continues in force or not) we shall not be liable for any loss of contracts, loss of revenue, loss of use or profits or business, or for any extra operating expenses or any indirect or consequential loss whatsoever and howsoever caused.

b) If you are a consumer, the terms of this Agreement will not affect any rights which you may have under any Act of Parliament and which cannot be excluded by agreement.

9. ACTIVATION

For marine systems it is the responsibility of users to ensure that operation does not affect any physical or license requirement of the vessel concerned.

10. MISCELLANEOUS

a) We reserve the right to transfer this Agreement to any third party at any time whereas you may not transfer this Agreement to anyone else unless we have agreed in writing beforehand.

b) Failure by either of us to enforce rights under this Agreement shall not prevent you or us (as the case may be) from taking further action.

c) We may use credit reference agencies to help make credit decisions or for fraud prevention. We may disclose information about you, your account, your mobile phone and your financial affairs to one or more licensed credit agencies, and people who act on our behalf. Such agencies can share this information with their customers. In addition, we can pass these details to other people in relation

to enquiries concerning the prevention and detection of crime and the apprehension or prosecution of offenders or as may be required by law or legal proceedings. Finally, unless you tell us otherwise, we may disclose your name, address and terminal number to third parties in order for them to operate a directory service.

d) If either of us needs to send notices to the other these must be in writing and can be delivered by hand, first class post to the other's address as stated on the Agreement form or by fax. If notices are sent by post, they shall be deemed to have arrived at their destination 48 hours after posting.

e) If you telephone us your call may be monitored or recorded.

f) You are responsible for all charges arising as a result of use of the terminal even if such use is not sanctioned by you.

g) By signing this Agreement you agree to be bound by Inmarsat's Terms and Conditions for the utilization of the Space Segment, a copy of which will be sent to you on request.

h) This Agreement shall be governed and construed according to English Law and subject to the exclusive jurisdiction of the English Courts

TARIFF STRUCTURE

Service	Billed Unit	Standard	PREMIUM OR FLEXIBLE	
			Mid Allowance*	High Allowance*
Activation Charge	One Time	N/A**	N/A**	N/A**
Monthly Charge	Per Month	N/A	\$3,300	\$5,500
Monthly Allowance*	Per Billed Unit	N/A	\$5,192	\$14,063
- Standard Voice (Circuit Switched) -			- Implied Voice -	
Voice to Fixed (V-F)*	Per Minute	\$1.50	\$0.95	\$0.59
Voice to Cellular (V-C)*	Per Minute	\$1.90	\$1.21	\$0.74
FBB to FBB/BGAN/SBB	Per Minute	\$1.50	\$0.95	\$0.59
- Data Services -			- Data Services (Implied Standard IP) -	
Standard IP*	Per Mbyte	\$13.50	\$8.58	\$5.28
ISDN HSD and ISDN Fax	Per Minute	\$9.20	\$9.20	\$9.20
Streaming IP 32kbps	Per Minute	\$6.25	\$6.25	\$6.25
Streaming IP 64kbps	Per Minute	\$8.50	\$8.50	\$8.50
Streaming IP 128kbps	Per Minute	\$25.00	\$25.00	\$25.00
Streaming IP 256kbps	Per Minute	\$50.00	\$50.00	\$50.00
SMS**	Per SMS	\$0.58	\$0.58	\$0.58

* Premium and flexible allowance plans offer added value for services. All services are available with these plans. All services can be used within the allowance except Streaming IP, ISDN, and calls to other wholesale networks.

The monthly allowance is decremented at the standard plan rates. The implied rates indicate the effective discount for services under these plans.

**Activation charges are waived for 2007 and 2008.

General Guidelines and Principles

(1) Billing increments: 10 kilobytes for IP data sessions, 15 seconds for voice and ISDN calls, 5 seconds for streaming, and 160 characters for an sms.

(2) Minimum durations: 50 kilobytes for IP data sessions in 2007/08 200 kilobytes thereafter; 30 seconds for voice, streaming and ISDN calls.

(3) Premium Packages are charged on a monthly basis and do not have rollover of unused traffic allowances to the next month. Flexible packages are charged up-front quarterly or annually and DO have rollover within that quarter or year.

(4) Guaranteed Access streaming prices will be increased by terrestrial ISDN costs depending on customer's ISDN termination point.

(5) SCAPs allow you to use the total allowance over a group of maximum 10, 20, 50 or 100 SIM cards. There is no minimum number of SIMs set on each package.

(6) Subscription fees are charged on a per SIM basis for a minimum duration of 12 months.

(7) Allowances and subscription charges will be pro-rated based on the date of activation.

Subscription and Allowance per month		Maximum number of SIMs per Level			
		10 SIMs	20 SIMs	50 SIMs	100 SIMs
		Level 4	Level 3	Level 2	Level 1
Entry	Subscription	\$20,000	\$40,000	\$96,154	\$184,616
	Allowance	\$20,769	\$41,538	\$103,846	\$207,692
	Implied Standard IP	\$13.00	\$13.00	\$12.50	\$12.00
Mid	Subscription	\$30,000	\$60,000	\$142,308	\$269,250
	Allowance	\$51,923	\$103,846	\$259,615	\$519,231
	Implied Standard IP	\$7.80	\$7.80	\$7.40	\$7.00
High	Subscription	\$50,000	\$100,000	\$229,188	\$416,650
	Allowance	\$140,624	\$281,251	\$703,126	\$1,406,249
	Implied Standard IP	\$4.80	\$4.80	\$4.40	\$4.00

Priority of Packages and Package Rate Plans

If a SIM moves from one Package to another, it is either an upgrade or a downgrade depending on the priorities shown in the table below. A change to the same priority is treated as a downgrade. Please note that "1" is the highest priority.

In case of a downgrade, an early termination fee applies: The subscription that relates to the remaining portion of the minimum duration period will be charged. Any remaining allowance will not be carried forward into a new Package Rate Plan of the SIM.

In case of an upgrade; then the SIM will NOT be charged for the subscription that relates to the remaining portion of the minimum duration period. Equally, any remaining allowance will not be carried forward into the new Package Rate Plan of the SIM.

Packages	Priority
SCAPs	1
High Allowance	2
Mid Allowance	3
Standard	4

SCAPs	Priority
High SCAP Level 1 Annual	1.0
High SCAP Level 1 Quarterly	1.1
High SCAP Level 1 Monthly	1.2
Mid SCAP Level 1 Annual	1.3
Mid SCAP Level 1 Quarterly	1.4
Mid SCAP Level 1 Monthly	1.5
High SCAP Level 2 Annual	1.6
High SCAP Level 2 Quarterly	1.7
High SCAP Level 2 Monthly	1.8
Entry SCAP Level 1 Annual	1.9
Entry SCAP Level 1 Quarterly	1.10
Entry SCAP Level 1 Monthly	1.11
Mid SCAP Level 2 Annual	1.12
Mid SCAP Level 2 Quarterly	1.13
Mid SCAP Level 2 Monthly	1.14
High SCAP Level 3 Annual	1.15
High SCAP Level 3 Quarterly	1.16
High SCAP Level 3 Monthly	1.17
Entry SCAP Level 2 Annual	1.18
Entry SCAP Level 2 Quarterly	1.19
Entry SCAP Level 2 Monthly	1.20
Mid SCAP Level 3 Annual	1.21
Mid SCAP Level 3 Quarterly	1.22
Mid SCAP Level 3 Monthly	1.23
High SCAP Level 4 Annual	1.24
High SCAP Level 4 Quarterly	1.25
High SCAP Level 4 Monthly	1.26
Entry SCAP Level 3 Annual	1.27
Entry SCAP Level 3 Quarterly	1.28
Entry SCAP Level 3 Monthly	1.29
Mid SCAP Level 4 Annual	1.30
Mid SCAP Level 4 Quarterly	1.31
Mid SCAP Level 4 Monthly	1.32
Entry SCAP Level 4 Annual	1.33
Entry SCAP Level 4 Quarterly	1.34
Entry SCAP Level 4 Monthly	1.35

Per SIM Allowance	Priority
High User Plan Annual	2.0
High User Plan Quarterly	2.1
High User Plan Monthly	2.2
Mid User Plan Annual	3.0
Mid User Plan Quarterly	3.1
Mid User Plan Monthly	3.2
Standard	4.0

Customer Acceptance of Terms and Conditions

Full name			
Position			
For Limited or PLCs only			
Date			

Authorised Signature



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+39 0185 322731

AUTHORISATION TO DEBIT CREDIT CARD
AUTORIZZAZIONE per ADDEBITO su CARTA di CREDITO

CUSTOMER NAME
NOME E COGNOME

ADDRESS
INDIRIZZO

CREDIT CARD ISSUER
RILASCIATA DA

CARD NUMBER
NUMERO CARTA

<input type="text"/>	<input type="text"/>
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Security Code

CARD TYPE
TIPO CARTA

VISA

MASTERCARD

AMEX

NAME ON CARD
NOME SULLA CARTA

VALID FROM
VALIDA DAL

VALID TO
VALIDA FINO AL

I authorise Selex Communications Ltd to debit my Credit Card as detailed above with any sums due in respect of monthly fees or call charges incurred by the use of my Iridium SIM card which is covered by the Airtime Agreement between us. Such sums will be debited no earlier than ten days after the issue by Selex Communications Ltd of any invoice covering charges due.

Io sottoscritto autorizzo Selex Communications Ltd ad addebitare sulla mia Carta di Credito - come sopra specificato - tutte le somme dovute come abbonamento mensile e traffico effettuato tramite la mia SIM Card Iridium come da contratto stipulato tra le parti. Dette somme saranno addebitate non prima di dieci giorni dalla data di emissione di fattura riportante tali somme da parte della Selex Communications Ltd

SIGNATURE
FIRMA

DATE
DATA