



# GLOBALSTAR USA Satellite Service Agreement

<b>Date:</b>
<b>Time:</b>

**Globalstar Customer Care**  
+1.905.712.7197  
+1.877.GLBLSTAR  
FAX to: 281.334.3320

**Agent Ph.:**  
**Agent Fax.:**

Distributor ID: \_\_\_\_\_ Distributor Name: \_\_\_\_\_ Lead # (if applicable): \_\_\_\_\_  
Sales Professional Name: \_\_\_\_\_ Sales ID #(Optional): \_\_\_\_\_  
Salesperson Phone: \_\_\_\_\_ Fax or E-mail: \_\_\_\_\_  
Existing Globalstar USA Account or Satellite Phone #: \_\_\_\_\_

**BILLING RESPONSIBILITY**      Business    Personal      Gov't (non-GSA, GSA must use GSA form)

Consumer Billing Contact: First: \_\_\_\_\_ Last Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

### PHYSICAL ADDRESS

**Street Address:** \_\_\_\_\_ **City:** \_\_\_\_\_

State/Prov./Is: \_\_\_\_\_ ZIP/Postal: \_\_\_\_\_ Country: \_\_\_\_\_

**BILLING ADDRESS:**      Same as above      Federal Tax Exempt (must provide documentation)

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Prov./Is: \_\_\_\_\_ ZIP/Postal: \_\_\_\_\_ Country: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ **Social Security/Tax ID #:** \_\_\_\_\_

Driver's License/ID/Passport (circle one) #: \_\_\_\_\_

Employer: \_\_\_\_\_ Industry Segment: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Reason for purchase: \_\_\_\_\_

*(Email address is mandatory to use the Quick Locate Service)*

How did you hear about us?    Web Site    Advertisement    Direct Mail    Trade Show    Friend    Other \_\_\_\_\_

### ACTIVATION INFORMATION

ESN: \_\_\_\_\_

Satellite Phone Number: \_\_\_\_\_ or SIM: \_\_\_\_\_

Service Plan Name: \_\_\_\_\_ Phone User's Name: \_\_\_\_\_

FREE Voice Mail (\$7.95/mo on Freedom50/Liberty 600)      VM Time Zone: \_\_\_\_\_

Promotion Information Notes: \_\_\_\_\_

There is no monthly access charge for call forwarding services. Usage will be rated at \$0.15/min USD plus applicable international long distance charges.

**FAX SERVICE (1600)**      One Time/\$50 - \$39.95/Month

**FAX SERVICE (2900)**      One Time/\$50 - \$39.95/Month      Activation Dept. Use Only

**QUICK LOCATE SERVICE (Simplex)** One Time/\$35 - \$34.95/Month      Sentinel      AXTracker

*(Please provide email address in Billing Address above)*

**TEXT E-MAIL VIA FAX OPTION — FREE**      E-mail Address / Activation Dept. Use Only

USING E-MAIL VIA FAX MAY GENERATE SPAM. GLOBALSTAR USA IS NOT RESPONSIBLE FOR SUBSCRIBER'S USE OF THIS OPTION.

### SERVICE PAYMENT INFORMATION (Billing & Payments in U.S. Dollars)

Automatic Credit Card (Preferred)      Standard Billing      P.O. Number if applicable: \_\_\_\_\_

Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_ Name on Card: \_\_\_\_\_

Direct Debit (US Banks only, except Bank of America)      Saving      Checking (Voided check required)

Routing Number \_\_\_\_\_ Account # \_\_\_\_\_ Bank Name: \_\_\_\_\_

BY SIGNING THIS FORM, YOU'RE AGREEING TO THE GLOBALSTAR USA, LLC TERMS AND CONDITIONS FOR GUSA SERVICE, INCLUDING ANY SERVICE PURCHASED WITH A RENTAL UNIT, THAT IS USING THE GLOBALSTAR SYSTEM (GLOBALSTAR USA SATELLITE SERVICE AGREEMENT) AND/OR ANY THIRD PARTY SYSTEM (RESALE SATELLITE SERVICE AGREEMENT). A \$50 ACTIVATION FEE, \$50 SERVICE PLAN CHANGE FEE, AND AN EARLY TERMINATION FEE MAY APPLY.

Subscriber Signature: \_\_\_\_\_

## GLOBALSTAR USA SATELLITE SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

### 1. Globalstar Service Agreement.

(a) You subscribe to Globalstar Service provided by Globalstar USA, LLC ("**GUSA**") under one or more GUSA rate and service plans (each a "**Service Plan**"). "**Globalstar Service**" is the transmission of voice and/or data to or from You through the Globalstar, Inc. ("**Globalstar**") low-earth-orbit satellite constellation and ground-station system (the "**Globalstar System**") and onward through the terrestrial telecommunications network. A "**Terminal**" is any instrument that You use to send or receive voice or data transmissions through Globalstar Service. GUSA is an authorized Globalstar "**Service Provider**." The legal agreement for service ("**Agreement**") between You and GUSA consists of the Service Plan(s) that You subscribe to at any given time, these General Terms and Conditions ("**General Terms**"), and any other writings or documents that the applicable Service Plans or the General Terms state is part of the Agreement. If You have more than one type of Globalstar Service you may have a separate Agreement in effect for each.

(b) GUSA may change the General Terms whenever GUSA believes it is beneficial for conducting its business. When GUSA makes changes, GUSA will give notice to You by posting the changed General Terms on the GUSA website: <http://www.globalstarusa.com>. GUSA may also notify You directly of a change, but GUSA is not obligated to do so. You accept ongoing responsibility for being fully informed of the changing content of the GUSA website, including, without limitation, changes in the General Terms. If GUSA changes the General Terms in a way that is not acceptable to You, You may terminate the Agreement by giving written notice of termination to GUSA within 30 days after the date the unacceptable change was posted. If You do not give written notice within 30 days, You accept the change effective on the date of its posting on the GUSA website.

### 2. Conditions and Limitations of Globalstar Service. You understand and agree that:

(a) Globalstar Service is dependent on, among other things, availability of the Globalstar System. System availability is in turn limited by the space technology and environmental conditions that affect radio transmissions. Globalstar Service may become limited or temporarily unavailable without notice from time to time. If You are using the Globalstar Service outside Your Home Territory, Your service is dependent upon Service Providers other than GUSA. Your "**Home Territory**" means the 48 contiguous States of the United States of America, Alaska, the

District of Columbia, Canada, and portions of the Caribbean as described from time to time on <http://www.globalstarusa.com>.

(b) Satellite telephone service is inherently subject to transmission and reception limitations caused by: (i) Your location, including conditions that obstruct the line of sight between You and the satellites; (ii) the condition of the Service Provider's equipment; (iii) the condition of Your Terminal; and (iv) weather conditions, atmospheric conditions, magnetic interference, environmental, and other conditions beyond GUSA's or Globalstar's control.

(c) Because Globalstar Service involves radio technology, voice and data communications transmitted over the Globalstar System may not be completely private. GUSA collects information about Your calls for billing purposes and to monitor service quality but does not monitor or record the content of Your voice or data transmissions.

(d) Unlike certain other telephone numbers, satellite telephone service numbers are not "portable" and cannot be transferred. A Globalstar Service telephone number may not be used with more than one Globalstar terminal. You have no property right or other continuing right in any assigned telephone/fax number or email address. GUSA may assign, designate, or change any such telephone/fax numbers or email address when reasonably necessary in the conduct of its business, and may reassign the numbers or email address formerly held by You immediately upon the deactivation of Your Globalstar Services. GUSA will give You adequate notice if it must change Your number or email address.

(e) Globalstar Service may be unable to route calls to regional toll-free numbers or to 900 and 976 prefix numbers or the like, but is generally able to route calls to nationwide toll free numbers with prefixes such as 800, 877 or 888.

(f) **911 Emergency Services.** GUSA has established an Emergency Call Center, or "**Referral Service**," available to You and to subscribers of other Service Providers roaming in GUSA's territory. The **Referral Service** is provided under 47 C.F.R. §25.284(a), one of the rules of the Federal Communications Commission. Under the FCC's rules, the "**Caller**" (that is, You or any other person using Your Globalstar phone, with or without Your authorization) must provide his or her telephone number and physical location. GUSA does not have the ability to identify the Caller's location automatically as is the case with wireline telephones

and certain cellular or PCS wireless telephones. Accordingly, the effectiveness of Referral Service depends largely on the accuracy of the information provided verbally by the Caller. Upon receiving a call that the Caller identifies as an "emergency," the Referral Service will redirect the call to an appropriate Public Safety Answering Point. Unlike the case with wireline telephones and certain cellular or PCS wireless telephones, the Referral Service is not able to identify automatically the location of a Caller who is using Globalstar Service. Referral Service may not be available at all times, or at any time from some locations, including Canada and outside Your Home Territory. Service may not be available in parts of the Caribbean within the Home territory or outside the Home Territory. Calls placed using Referral Service will typically be recorded. Use of the Referral Service is subject to the service limitations in this Section 2 and the limitations of liability in Section 6, below.

(g) You agree not to use Globalstar Service for any purpose in violation of law, or in any manner which interferes unreasonably with the use of the Globalstar Service by any other subscriber or with GUSA's ability to provide service to other subscribers.

### 3. Billing, Payment and Account Administration.

(a) You authorize GUSA to obtain Your credit information from trade references, credit reporting agencies, and other sources. Based on factors GUSA deems relevant to Your creditworthiness, GUSA may, at time of signing or in the future, require You to make a deposit as a payment guarantee. Your deposit shall be subject to increase or reduction as GUSA deems necessary. No deposit shall accrue interest unless required by law. GUSA will refund Your deposit upon termination of Your Globalstar Service. GUSA will also refund the deposit after 12 months from the date the deposit was made if You request a refund and GUSA determines that a deposit is no longer required.

(b) GUSA generally sends monthly bills. Billing periods do not necessarily correspond to calendar months, and may vary in length from approximately 28 to 32 days. GUSA may bill You more often than monthly if GUSA determines that there is a heightened risk of non-payment.

(c) You may pay bills by direct debit, credit card or by mailing a check or money order to the remittance address in the bill. Payments received after the due date on the bill will incur a late payment charge on the past due amount of 1.5% per month (18% per annum) or the maximum rate allowed by law, whichever is lower. If payment is returned for any reason not the fault of GUSA, then GUSA may assess its then-current standard return charge. GUSA may refer delinquent accounts to attorneys and/or collection agencies. To the full extent allowed by law, You shall be responsible for

and shall pay or reimburse GUSA for any and all costs, fees, and expenses that GUSA incurs to collect any charges from You.

(d) GUSA may reduce, suspend or terminate Globalstar Service to You in accordance with Section 5 of this Agreement.

(e) GUSA may change its credit, billing, and collection procedures by giving reasonable advance notice of the changes. Notice may be given by posting on <http://globalstarusa.com>.

(f) Applicable rates and charges for the Home Territory only are indicated in the GUSA Service Plan(s) and service options selected by You. If the Service Plan has a fixed term, these will not be changed before the term expires unless You consent. Roaming charges for service in other territories served by Service Providers other than GUSA may vary. All other charges, features, services, and billing practices of other Service Providers are subject to change or discontinuation without written notice to You.

(g) You may change to any qualifying Service Plan with more included minutes at no charge and with no extension of the Service Plan term. You may change to any qualifying Service Plan to include fewer included minutes by paying GUSA's then-standard administrative fee and renewing the Agreement for one year from the date of the change. You agree not to contest the accuracy of any GUSA bill if You have not reported discrepancies on that bill within 90 days of receipt.

(h) Chargeable time for calls **received by** Your Globalstar Terminal begins when a connection is established between a Globalstar System facility and the Globalstar Terminal, provided that the call is answered, and ends when the Globalstar Terminal disconnects.

(i) Chargeable time for calls **originated by** Your Globalstar Terminal begins when a connection is established to a Globalstar System facility and ends when the Globalstar Terminal disconnects from a Globalstar System facility. In the Home Territory, You will not be charged for calls placed but unanswered unless You place a call to a number that rings unanswered or signals busy for 60 seconds or more, after which You will be billed for all airtime, including the first 60 seconds, regardless of whether a connection is made. You may be charged for busy or unanswered calls when roaming outside of the Home Territory. Fax service requires an outgoing call from the Globalstar Terminal for both outgoing and incoming fax messages. Fax airtime will be charged according to the same rates and increments adopted for voice.

(j) Unless the Your Service Plan provides otherwise, You will be billed a minimum of one full

minute for each call upon connection. Thereafter, the You will be billed in fractions of a minute rounded up in 30-second intervals. If You have selected a Service Plan with bundled minutes, You may not be able to carry over any minutes remaining at the end of any monthly billing period. Check the terms and conditions of Your particular Service Plan carefully.

**(k) Early Termination Fee. Your Service Plan may be subject to an early termination fee of \$250.00 or more. Make sure that You understand Your liability before terminating Your Service Plan prematurely.**

**(l) Renewal of Annual Plans. GUSA's annual Service Plans automatically renew on their anniversary date. Your renewal will be billed on the bill cycle following the anniversary date. To cancel the automatic renewal, You must give GUSA a cancellation notice within 30 days after the anniversary date.**

(m) You may notify GUSA in writing of Your designation and/or removal of authorized users, such as family members or business associates, on Your account. You accept financial responsibility for all decisions and changes relating to Your account made by authorized users.

(n) In the event that Your Terminal is lost or stolen, You are liable for all usage and toll, long distance and roaming charges originating from Your Globalstar Service telephone number. GUSA agrees to waive all charges except fixed monthly recurring charges made during the period that begins 2 hours after You report the loss, theft, or disappearance of Your Terminal and ends when the Terminal is restored to You or Your service is terminated, whichever occurs first. If GUSA requests, You shall provide a written police report of the incident. If Your Globalstar Service is terminated following the incident, reinstatement of service may be subject to GUSA's then-standard charge.

#### 4. Equipment.

(a) You agree to use only satellite communications equipment that Globalstar has approved for use in the Globalstar System. The equipment must bear an FCC certification number or other indication of type certification from the regulatory authority of the country where You obtained the equipment. Nothing in the Agreement shall be interpreted as a warranty, express or implied, with respect to any Globalstar Terminal or other equipment used by You in connection with the Globalstar service. **GUSA expressly disclaims any and all such warranties, including without limitation any and all implied warranties of merchantability or fitness for a particular purpose. Your remedies for any and all warranty claims with respect to the Globalstar**

**Terminal and all other equipment used by You in connection with the Globalstar Service are limited to those provided in the separate equipment warranty, if any, provided by the manufacturer or supplier (which may include GUSA) of the equipment.**

(b) FCC regulations prohibit Your using a Globalstar Terminal in a civil aircraft unless that Terminal has a direct physical connection to the aircraft cabin or cockpit communications system.

(c) If You intend to use Your Globalstar Service with a static IP address and/or a Virtual Private Network ("**VPN**"), You must first ensure that Your network can support the Globalstar VPN as specified in Globalstar's Static IP/VPN Configuration document, which is available from GUSA or an authorized GUSA distributor.

(i) You are solely responsible for Your own network at Your site, including connectivity to the Internet and Your Local Area Network. GUSA is not responsible for the performance of Your network, and cannot assist in troubleshooting problems that are not directly related to the VPN router provided by GUSA.

(ii) You must use Your VPN service in a secure and lawful way. You must not attempt to gain any unauthorized access to GUSA's the system, and You must protect the Globalstar VPN router from unauthorized access on Your premises or through Your network.

(iii) GUSA will monitor the VPN service on a 24/7 basis. If the VPN link fails, GUSA will attempt to resolve the problem promptly. GUSA will attempt to notify You if an alarm is detected on a Your VPN circuit that will result in downtime. GUSA may notify You of any planned maintenance downtime. You must notify GUSA Customer Care if You plan to take down the VPN for any period of time.

(iv) GUSA reserves static IP addresses for You based on Your estimate of how many modems will be provisioned. GUSA reserves the right to reassign any IP address that a You do not use.

#### 5. Suspension and Termination of Service.

(a) GUSA may suspend your service without notice and without terminating this Agreement if GUSA deems Your usage unusual or excessive in relation to Your security deposit, credit limit, and/or normal usage patterns, or if Your payment is returned or rejected. GUSA may also discontinue discounts based on number of Terminals should the number of Terminals fall below the number applicable to such discounts.

(b) If You fail to pay any sum due for any service or equipment purchased or rented from

GUSA, or violate the terms, conditions, laws, rules or regulations governing the use of service, GUSA may reduce, suspend, or permanently terminate the Globalstar Service. Reduction or suspension may be made without notice. If GUSA terminates Your Globalstar Service, GUSA will notify You. Notwithstanding the requirement to give notice, GUSA may terminate Your Globalstar Service without notice if:

(i) GUSA has not received Your first payment by the due date on Your first bill;

(ii) GUSA determines that You are using the Globalstar Service in a manner which might adversely affect GUSA's service to others;

(iii) You or another Service Provider notifies GUSA that Your Globalstar Terminal has been lost or stolen or has disappeared from Your possession or control;

(iv) a law enforcement agency notifies GUSA that probable cause exists to believe that You have used or will use the Globalstar Service in violation of or to violate the law, and requests action to protect the public's health, safety or welfare;

(v) Your Terminal' serial number/mobile number combination has been duplicated or is otherwise associated or potentially associated with illegal or fraudulent use of service;

(vi) another Service Provider notifies GUSA that Your Globalstar Terminal was determined to be associated or potentially associated with illegal or fraudulent use of service or disconnected from service for non-payment of, or owing unpaid, service charges;

(vii) GUSA determines that Your application for the Globalstar Service included information that was fraudulent, false or materially incomplete; or

(viii) You use or attempt to use Globalstar Service with equipment not authorized for use on the Globalstar System.

(c) If GUSA suspends Your Globalstar Service for non-payment, GUSA may, at its sole option, reactivate the Globalstar Service upon payment by You in full of the past due amount, any penalties associated with the late payment, and upon payment by You of a deposit based on Your payment history.

#### 6. Warranty and Limitation of Liability.

(a) In addition to the conditions and limitations stated in Section 2, You understand that the Globalstar satellite constellation in service at the date of this Agreement is aging and that some of the satellites operate with reduced power or have ceased

to function. In certain locations and at certain times of the day, You will experience difficulty establishing a two-way call or maintaining a lengthy call. GUSA expects the constellation as a whole to remain functional because two-way service will be available. You can use a Web-based tool provided by Globalstar at <https://srt.glpconnect.com:2044/osat/> to determine optimum times to place or receive calls. Globalstar is taking steps to mitigate the effects of constellation aging, including launching spare satellites in 2007 and upgrading ground infrastructure. Nevertheless, GUSA expects that the service gaps that currently affect voice and two-way data service will increase until the time that Globalstar's second generation satellite constellation goes into service. GUSA does not expect its one-way "simplex" data service to be adversely affected by aging of the first generation constellation.

**(b) You agree that GUSA does not warrant that the Globalstar service will be provided uninterrupted or error-free and that GUSA does not warrant the availability, reliability or any other aspect of the Globalstar Service. You subscribe for Globalstar service on an "as is, where is" basis and agrees that GUSA's liability and Your sole recourse in respect of any failure of GUSA to provide the Globalstar Service shall be limited as provided in this Section 6.**

**(c) You agree that under no circumstances shall any of GUSA, GUSA's members, officers, directors, and the officers and directors of GUSA's members (collectively, the "GUSA Parties") be liable for any deficiencies or interruptions in the Globalstar Service that arise out of any of the conditions described in Section 2, above, or in Section 6(a), or for punitive, special, indirect, incidental, or consequential damages in any amount whatsoever. In the event of any other failure of or deficiency in the Globalstar Service, Your right to recover damages shall be limited to the lesser of the actual direct damages incurred by You as a result of failure or deficiency of the Globalstar Service or the total amount paid and/or owed by You to GUSA during the 12 months preceding the latest occurrence giving rise to Your damages.**

**(d) Except to the extent of the limited damages, if any, that You may recover according to Section 6(c), You release and discharge the GUSA Parties from all claims and causes of action for breach of contract, personal injury, death, and/or property damage, and from all damages, costs, and expenses, that arise directly or indirectly out of any failure or deficiency of the Globalstar Service.**

**(e) You agree not to bring any judicial or non-judicial action, claim, or demand arising out of any failure or deficiency of the Globalstar**

**Service against any of the GUSA Parties requesting either award of damages in excess of those allowed by Section 6(c) or specific performance of any nature, regardless of whether the action, claim, or demand is stated in or based on tort, breach of contract, or breach of statute that creates or otherwise provides for civil liability.**

7. Indemnity. You agree to indemnify, hold harmless, and defend the GUSA Parties against any claims resulting from or relating to Your breach of the Agreement or misuse of the Globalstar Service or Globalstar Terminal or other equipment used in connection with the Globalstar Service. You agree to reimburse the GUSA Parties for any and all costs and reasonable attorneys' fees incurred by them in defending any of the indemnified claims.

8. General Provisions.

(a) Although you may authorize others to use Your Terminal, You may not assign this Agreement, or any of Your rights and obligations under the Agreement, to any other person, firm, agency, corporation, or other legal entity without the prior approval of GUSA. If You are a corporation, partnership, or limited liability company, You may assign this Agreement, including Your obligations under it, pursuant to a sale of Your assets or a transfer of control of Your business.

(b) The Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted assigns. Except as expressly provided in Sections 6 and 7 with respect to the GUSA Parties, the Agreement has no third-party beneficiaries and does not confer any benefits or rights on or to any third person whatsoever.

(c) In addition to its rights stated in these General Terms, GUSA may pursue any other remedy available to it. All rights and remedies of GUSA are cumulative and not alternative, and GUSA's failure to exercise any right or remedy does not limit its rights or remedies with respect to any continuing or future default by You.

(d) The Agreement shall be governed by and interpreted under the laws of the State of Delaware without giving effect to conflicts of laws principles of Delaware law.

(e) The termination of the Agreement or the permitted assignment of a party's interest shall not affect or prejudice any Rights or obligations of either party that have accrued or arisen between them before termination under the Agreement. All such rights and obligations shall survive the termination of the Agreement.

(f) Neither the waiver by either of the parties of a breach of or a default under the Agreement, nor

the failure of either of the parties to enforce or exercise any of the provisions of the Agreement, shall operate to waive any rights or remedies for any subsequent breach or default.

(g) If any term or condition or other provision of the Agreement is held by any court or administrative body to be invalid or unenforceable in any respect, the invalidity or unenforceability of the term or condition or other provision shall not invalidate or otherwise affect any other term, condition, or provision of the Agreement.

(h) Notices required to be in writing under the Agreement shall be given, if by You, to GUSA in writing by any means stated at <http://globalstarusa.com> for contacting GUSA Customer Service in writing. Notices required to be in writing by GUSA may be given in any manner expressly permitted under these General Terms with respect to such notice or, if none is stated, by first class mail or by private courier service addressed to Your last known billing address, or by electronic means addressed to Your fax number or e-mail address. All notices required to be in writing shall be effective when delivered as properly addressed.

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