

SALES REP: Cecilia E. Gillentine DEALER: Satwest

CUSTOMER INFORMATION			
Name			Billing Contact
Address			Telephone
City			Fax
State/Province	Country:		Email
	Zip/Postal Code:		
Existing Account #			SSN/Business ID:
USER INFORMATION			
Company or Site			Telephone
Address			Fax
City			Email
State/Province		Country	Zip/Postal Code:
Industry/Usage <i>(please select one)</i>	Mining <input type="checkbox"/> Forestry <input type="checkbox"/> Oil & Gas <input type="checkbox"/> Commercial Fishing <input type="checkbox"/> Marine <input type="checkbox"/> Gov't <input type="checkbox"/> Hunting/Fishing <input type="checkbox"/> Travel <input type="checkbox"/> Aviation <input type="checkbox"/> Emergency Services <input type="checkbox"/> Transportation <input type="checkbox"/> Personal Use <input type="checkbox"/>		
SHIPPING INFORMATION same as above <input type="checkbox"/>			
Name			Contact
Address			Telephone
City			Fax
State/Province			Zip/Postal Code:
SHIPPING INSTRUCTIONS			
Shipping Carrier:			Account #
Shipping Method	GROUND <input type="checkbox"/> STANDARD <input type="checkbox"/> AIR <input type="checkbox"/> GUARANTEED <input type="checkbox"/> COLLECT <input type="checkbox"/> PREPAID <input type="checkbox"/>		

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All Prices in US Dollars

Check	POSTPAID BUNDLED AIRTIME PLANS	Activation Fee (One Time)	Monthly Access Fee	Over bundle rate	SMS
<input type="checkbox"/>	Inclusive 25 includes 25 min. voice + 5 sms messages per month	\$50.00	\$32.95	\$1.89 / min*	\$.30 / msg
<input type="checkbox"/>	Inclusive 50 includes 50 min. voice + 10 sms messages per month	\$50.00	\$60.00	\$1.69 / min*	\$.30 / msg
<input type="checkbox"/>	Inclusive 100 includes 100 min. voice + 15 sms messages per month	\$50.00	\$112.00	\$1.49 / min*	\$.30 / msg
<input type="checkbox"/>	Inclusive 250 includes 250 min. voice + 20 sms messages per month	\$50.00	\$240.00	\$1.29 / min*	\$.30 / msg

To purchase pre-paid airtime scratch cards, customers simply purchase a Thuraya Super Sim Card for \$148.50, and then purchase recharges as they need them. The Super Sim card comes with \$10.00 in airtime pre-programmed as well as 5 SMS.

Check	PREPAID SCRATCH CARDS	Price	
<input type="checkbox"/>	Thuraya Super Sim Card	\$148.50	<i>Required for purchase of pre-paid units</i>
<input type="checkbox"/>	Scratch Card - 50 units	\$62.00	
<input type="checkbox"/>	Scratch Card – 80 units	99.65	
<input type="checkbox"/>	Scratch Card – 160 units	197.35	

CREDIT CARD BILLING AND/OR SECURITY DEPOSIT

Authorization for <i>(check all that apply)</i>		Equipment Rental/Purchase <input type="checkbox"/>	Airtime Billing <input type="checkbox"/>	Security Deposit <input type="checkbox"/>		
Card #		CREDIT CARD	MC <input type="checkbox"/>	VISA <input type="checkbox"/>	AMEX <input type="checkbox"/>	DISC <input type="checkbox"/>
EXP. Date		Cardholder Name				
Authorized Cardholder Signature						

CUSTOMER AUTHORIZATION

The term "Customer" means the corporation or individual named as the Customer in this agreement. Any person signing this Agreement on behalf of a corporation certifies that they are authorized by the corporation to enter into this legally binding Agreement on behalf of the corporation, that the corporation validly exists and that the proper legal name of the corporation has been used.
 Pending approval of credit, SATWEST may require a security deposit from the Customer. All Agreements are subject to final acceptance by SATWEST in its sole discretion. The Customer certifies that all information provided in this application, including information contained in any attachments, is true and complete and understands that the information will be used by SATWEST for the purpose of establishing credit. The Customer authorizes SATWEST to make inquiries and receive information about the Customer's credit experience from others, such as banks, other creditors and credit reporting agencies.
 The Customer also understands that SATWEST may disclose the Customer's credit experience information to others seeking that information on an ongoing basis. SATWEST may also disclose the Customer's contact information and Service usage information to its related companies, suppliers and other companies to which it has an obligation to do so, and as may be required by law.
 The Customer acknowledges reading and agreeing to the attached Service Agreement Terms. This agreement contains Limitation of Liability Clauses

DATE _____

Customer _____
 Authorized Signature _____ Print Name _____ Title _____

SatWest _____
 Authorized Signature _____ Print Dealer or Sales Rep Name _____ Dealer Number _____

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SERVICE AGREEMENT TERMS

The Customer agrees to the following terms and conditions as part of the Service Application and Agreement (the "Agreement"):

1. Definitions:

"Service" means the access and use of telecommunication network and services through terrestrial or satellite facilities supplied by or through SatWest.

"Equipment" means any communications device or accessory sold, leased, or rented by SatWest that is used to access the Service.

2. Minimum Term:

This Agreement is effective when signed by both the Customer and SatWest and will remain in force for the period selected in this Agreement ("Term of Service"). If no Term of Service is selected, the minimum Term of Service is one month.

If, during the Term of Service, the Customer cancels the Service or Equipment rental, or if this Agreement is terminated by SatWest as a result of the Customer's Default (as described below), the Customer will continue to be liable for all charges for the Service and Equipment rental, and the Customer agrees to pay SatWest, at the date of cancellation or termination, 50% of the total amount of the charges for the Service and Equipment rental that would otherwise have been payable over the remainder of the full Term of Service.

3. Renewal and Termination:

At the end of the Term of Service, the term will automatically renew for successive one month periods on the same terms and conditions (except for the rates charged for the Service and Equipment rental), unless either the Customer or SatWest terminates this Agreement as described below.

Service is effectively terminated on written acknowledgment by SatWest or an Authorized Dealer after the Customer returns any rented Equipment and SatWest de-activates the Service.

4. Charges:

The Customer agrees to pay SatWest for the Service (which may include access charges as well as airtime or usage charges), Equipment rental charges, Additional Charges (as defined below), shipping, installation, setup, and maintenance charges, and any other charges applicable under this Agreement during the Term of Service and any renewal term until this Agreement has been properly terminated. Where calls are charged on a usage basis, the Customer is responsible for all calls originating from, or accepted at, the Equipment regardless of who made or accepted the calls.

Termination of the Agreement or suspension of Service does not affect the Customer's obligation to pay any amounts owing to SatWest.

5. Additional Charges:

"Additional Charges" include (but are not limited to) charges for optional service features; long distance charges incurred on the Customer's incoming toll-free number; long distance and other toll charges, charges for calls made to other satellite networks, and any other interconnection and usage charges for telephone or other network calls originating from or terminating on the Equipment, including charges incurred by SatWest on the Customer's behalf, plus any administration charges; and taxes, license fees, contribution charges, and levies imposed by governments or regulatory authorities.

6. Rate Change on Renewal:

Monthly charges during any renewal term will be in accordance with SatWest's then current monthly rate plans or as otherwise established by SatWest in its absolute discretion. Optional service features may continue to be charged separately or included in the monthly access charge depending on the current rate plan.

7. Payment:

SatWest will invoice the Customer monthly. The Service and optional service features are billed in advance and usage and other charges are billed as they are incurred. Full payment is due and payable 25 days from the invoice date. Service for partial months will be prorated, based on a 30-day month (after any minimum Term of Service commitment has been met).

Interest will be charged on late payments at a compound rate of 1.5% per month (19.56% per year).

Any deposit or prepayment paid to SatWest will be held without interest. SatWest has the right to apply these funds against any outstanding amount owed by the Customer.

8. Customer-Provided Equipment:

If Customer-provided equipment is used, connected to, or used in conjunction with the Service or the Equipment, the Customer-provided equipment must be compatible and must not cause interference with or disrupt the Service or cause the Equipment to operate outside its normal operating parameters. The Customer may not use the Service if interference occurs and SatWest may suspend the Service to the

Customer until the interference is corrected. Ensuring compatibility or providing corrective or protective equipment is the Customer's responsibility and at the Customer's expense. Any inspection or remedial work done by SatWest at the Customer's request will be at the Customer's expense at SatWest's then current technical service rates.

9. Credit for Service Interruption:

Where a complete interruption of Service occurs due to the failure of the satellite, and the Customer has given notice to SatWest of the interruption, SatWest will provide a credit to the Customer's account provided the Customer claims a credit within 90 days of the end of the month in which the interruption occurred. A continuous interruption exceeding 12 hours in one day (midnight to midnight Pacific time) will be counted as a complete interruption for that day. Credit will be calculated in accordance with the monthly charges for the Service (excluding optional service features, Equipment rental, or any other charges payable by the Customer under this Agreement), calculated on a daily basis from the time the Customer gave SatWest notice of the interruption until the time the satellite link is restored.

No credit is payable for interruptions resulting from failure of any part of the telecommunications network other than the satellite link, failure resulting from acts or omissions of the Customer, failure of the Equipment of any equipment under the care and control of the Customer, while Customer is prohibited from using the Service, if the Customer is in breach of this Agreement, or where the interruption lasts for less than one day (24 hours). The total credit in any month will not exceed the total monthly charge payable by the Customer for the Service.

10. Customer's Obligations for Rented or Leased Equipment:

SatWest retains ownership and title of all rented Equipment, and retains a registerable security interest in the Equipment. The Customer must not remove or deface any SatWest property mark or trademark affixed to the Equipment.

The Customer assumes all risks of loss, theft, damage, or destruction of the Equipment. The Customer undertakes to fully indemnify SatWest for the full replacement value of the Equipment at the time of the loss, theft, damage, or destruction.

At the expiry or termination of this Agreement, the Customer agrees to return all rented Equipment to SatWest (including parts and accessories) in the same condition as received, except for normal wear and tear. The Equipment must be received within 2 days of termination to avoid additional rental charges. The cost of return shipping is the Customer's responsibility.

11. Operation Outside of the United States:

The Customer is responsible for any tariffs, duties, taxes, licensing fees, brokerage, customs, or any other fees that may be imposed on the Service or Equipment if it is taken or operated outside of the United States.

12. Event of Default:

The occurrence of any one or more of the following events will constitute an event of default: a) The Customer fails to make any payments relating to the Service or Equipment rental that become due, or for services rendered by SatWest at the Customer's request; b) The Customer fails to perform or observe any covenant, condition, or agreement to be performed or observed by it under the terms of this Agreement.

13. Remedies:

In the event of default, SatWest has the right, at its option, (a) to temporarily suspend the Service until the Customer remedies the default, or (b) to immediately terminate this Agreement without prior notice, retain all payments made by the Customer, deny the Customer any further Service and impose a charge for disconnecting the Equipment and cancelling the Service.

If the Service is temporarily suspended or terminated for default, the Customer will continue to be liable for all ongoing charges for the Service and Equipment. If the Service is restored following a suspension or disconnection, the Customer may also be liable for an additional reconnection fees and additional costs for reprogramming equipment.

Each and all of the rights and remedies of SatWest under this Agreement are cumulative and not in lieu of other rights and remedies afforded by law or equity.

14. Equipment Identification Numbers:

Equipment that receives or accesses the Service is assigned a unique identification number. The Customer must not reproduce, modify, alter, change or tamper with the electronic serial number or other identification number assigned to any of the Equipment, and must not allow any other person to do so. The Customer has no property right in the identification numbers and SatWest may change the numbers at any time without notice, without any liability to the Customer whatsoever.

15. Availability of the Service:

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DEALER: Satwest

The Service may be provided through facilities operated by SatWest, through third-parties, or through a combination of providers. SatWest does not warrant uninterrupted operation of any part of the Service or Equipment.

Service interruption or inaccessibility may occur as a result of adverse propagation conditions such as poor weather, interference from other stations, and attempted operation in shielded or shadow areas (preventing line-of-sight access); testing or maintenance of any part of the network; or temporary or permanent failure of part of the network.

In the event that the satellite or any other part of the network becomes non-operational, the Service may be temporarily interrupted or permanently terminated without prior notice to the Customer. In no event will SatWest be liable for any damages, losses or liabilities caused to or incurred by the Customer, directly or indirectly, as a result of such an interruption or termination.

16. Privacy of Communications:

SatWest does not warrant the privacy or security of any communication relying in whole or in part on the use of the Service or Equipment.

17. General Terms of Use:

The Customer will not use the Service or Equipment for any purpose contrary to law or in a way that creates a nuisance or interferes with other users.

The Customer agrees to abide by all rules and regulations governing the use of the Service or Equipment that may be issued or adopted by SatWest from time to time and furnished to the Customer.

The Customer covenants that the Service and Equipment is for Customer's own use and will not be resold or otherwise transferred to any other person or entity.

18. Terms where Internet Access is available:

The Customer acknowledges that SatWest is not responsible for the content, availability, delivery, or accuracy of any information, email, data, files, pictures, or content accessible or made available using the Service.

SatWest does not warrant the privacy of information sent or received. Messages may be subject to unauthorized third party interception and review.

The Service and Equipment do not provide firewall protection against unauthorized access to the Customer's equipment or protection against computer viruses, worms, or other hazards. SatWest does not warrant that the Service or Equipment is free from risk of contamination by computer viruses at any time or from any source.

The Customer acknowledges that it has no rights to any IP addresses supplied to the Customer, and that either SatWest or its Internet Service Provider may change any IP address at any time without notice.

The Customer acknowledges that some content, products or services available on the Internet may be offensive, or may not comply with laws, and the Customer assumes total responsibility and risk for access to or use of such content, product and services by it or any third party.

The Customer or any user must not, and must not encourage or facilitate others to, send or distribute illegal, actionable, offensive, or disruptive material, including but not limited to unsolicited e-mail messages or "spam"; abuse email or news group servers; send information or software which contains a virus, worm, or other harmful or disruptive component; distribute or provide unauthorized access to material which is confidential or protected by copyright or other intellectual property rights; or use another site's mail server to relay mail (unless it is furnished through SatWest).

19. Fair Access:

Use of the Service will be subject to reasonable bandwidth, data storage and similar limitations, which SatWest may revise from time to time without notice to the Customer. Web hosting or other content serving applications are not permitted.

To ensure fair access to the Service by all users, and to protect the integrity of the Service, SatWest may limit or prevent improper or excessive use of Service bandwidth by the Customer, and may at any time without notice limit clock and throughput rates of certain bandwidth-intensive activities such as, but not limited to, audio and video streaming and automatic file exchange applications, discontinue the provision of the Service via specific ports or communication protocols, or take any other steps it deems necessary.

20. Limitations:

SatWest does not represent or warrant that the Service or Equipment will be capable of achieving any specific results in the Customer's business. All express or implied warranties, including but not limited to warranties as to non-infringement of intellectual property rights, third party rights, title, latent defects, uninterrupted service, freedom from computer viruses, suitability for any particular use, including warranties or conditions of merchantability or fitness for any purpose or use, whether express or implied

under any legal theory are expressly excluded and disclaimed. *Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. This limited warranty limits your specific legal rights. You may have other legal rights which vary from state/jurisdiction to state/jurisdiction.*

SatWest will not be directly or indirectly liable to the Customer or any other user for any amounts (including those claimed by third parties) representing loss of profits, loss of business, or indirect, special, exemplary, incidental, consequential, or punitive damages, whether foreseeable or not, arising from the performance or non-performance of the Equipment or the Service, the introduction from whatever source of computer viruses or other destructive or disruptive programs, or any acts or omissions of SatWest or its directors, officers, employees, agents, or suppliers (including but not limited to providers of satellite services, network services, and Internet access). *Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.*

The Customer agrees to indemnify and save harmless SatWest, its directors, officers, employees, agents, and suppliers (including but not limited to providers of satellite services, network services, and Internet access) from and against,

- (a) losses, damages, costs, expenses or liabilities arising as a result of claims, actions, or proceedings alleging the infringement or unauthorized use of any patent, copyright, design, or proprietary information in respect of the Customer's use of equipment in conjunction with the Service or the Equipment;
- (b) costs, expenses, fines, penalties, liabilities, and damages of any nature arising from the content of any communications sent or received by the Customer using the Service;
- (c) losses, damages, costs, expenses or liabilities arising out of any act or omission of the Customer, its directors, officers, employees or agents in respect of the use of the Service or Equipment.

21. Conditions of Use and Disclaimer of Liability:

Users of SatWest's mobile satellite phone services, fixed satellite phone services and related equipment, including without limitation those using the phone services and equipment in any manner in conjunction with emergency 911 or emergency 112 or any other distress calling or emergency services, both public or privately operated, acknowledge and agree as a condition of the provision of phone service and equipment by SatWest that they will make no claim, whether in contract, tort or otherwise, against SatWest for bodily injury, loss of life, damage to property or for any other loss whatsoever, or for special, incidental, indirect, consequential or punitive damages, by reason of any unavailability, delay, faultiness or failure of the SatWest facilities or phone services or equipment or for inaccuracies or failures with regard to any user information provided.

This is a waiver and release and disclaimer of liability to the fullest extent permitted by applicable law and applies regardless of the cause of any liability, including, without limitation, to wrongful conduct, omission or fault of employees or agents of SatWest.

SatWest makes no warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose concerning SatWest service or equipment. SatWest cannot promise uninterrupted or error free service. SatWest's services do not currently interact with E911 or E112 or other public emergency services. Such calls cannot be made from SatWest systems.

Users by their use of the phone service and equipment consent to SatWest's disclosure of user information to governmental and quasi-governmental agencies such as emergency service providers and law enforcement agencies, where SatWest deems it necessary in its sole discretion to respond to an exigent circumstance.

22. General Terms and Conditions:

Complete Agreement - This Agreement forms this entire agreement between the parties respecting the Service and Equipment. There are no other terms and conditions to this Agreement, except as expressly contained or expressly incorporated by reference.

Invalid Terms - If any provisions of this Agreement are held to be illegal, invalid or unenforceable, they may be severed and will not affect or impair the remaining provisions of this Agreement.

Assignment - This Agreement may not be assigned by the Customer without SatWest's written consent.

Surviving Terms - All rights and remedies under this Agreement, whether in law or equity, will survive the termination of this Agreement.

Waiver - Any delay or failure by SatWest to act on a breach or default of the Customer will not constitute a waiver of any of its rights against the Customer.

Force Majeure - SatWest shall not be liable for any non-performance or loss of service caused by acts of God, fire, explosion, war, riots, strikes, lockouts, picketing, boycotts, acts of Governmental authorities or any other causes beyond its control.

Governing Law - This Agreement shall be construed, governed, interpreted and enforced according to the laws of the State of New Mexico and the Customer agrees to irrevocably submit to the exclusive jurisdiction of the courts thereof.

March 9, 2007

T&C v040308(US)