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RBgan / Bgan Satellite Shared Services Agreement

The following agreement is for both purchase of equipment and service from Tempest Telecom for the purpose of providing service to the Internet via the use of Scratch and Web cards both physical card and virtual cards. This service will allow the owner of the SIM card and Satellite equipment to accept Scratch and Web cards as a means of metering prepaid data transfer usage via their satellite equipment. This agreement covers each of these 3 components separately: Equipment, SIM, and Scratch and Web cards. Please read this information separately as All Sales are final and there are no refunds on any prepaid satellite usage or activated SIM cards.

SECTION A - Tempest Telecom Terms & Conditions – Equipment Sales

Tempest Telecom Satellite Communications is a provider of Inmarsat, Globalstar and Iridium Satellite Equipment and Services. The following Terms and Conditions apply to all sales, rental and service agreements by Tempest Telecom Satellite Communications.

1. Payment and Sales Tax

- Tempest Telecom accepts VISA, MasterCard, and American Express credit cards for all purchases and services.
- Tempest Telecom charges sales tax on all shipments to Arizona destinations.
- Equipment is shipped subject to receipt of a completed and signed service agreement from the customer and credit approval. Based on its credit review, Tempest Telecom the service provider, may require a cash deposit and/or automatic credit card payment of monthly service and airtime.

2. All Sales are Final

As a standard practice, Tempest Telecom honors all manufacturers' warranties, and will assist customers in processing warranty claims, however all sales of equipment by Tempest Telecom are final.

3. Shipping

Tempest Telecom generally ships all orders within 24 hours of being placed, unless product is on back order, limited availability or special order status. Orders placed on weekends or holidays are shipped the following business day.

Products are normally shipped using standard UPS Ground shipping or FEDEX Saver. Upon customer's request Tempest Telecom will expedite shipping via FEDEX P-1 or other means.

Refused or undeliverable shipments will be subject to a restocking fee of 20% in addition to applicable shipping, transaction and insurance fees.

Tempest Telecom does not ship to APO addresses or Post Office Boxes except on prior approval.

4. Back Orders

At Tempest Telecom, we continuously update our product listings to ensure the accuracy of inventory availability.

When a product is listed as out of stock, your order will be automatically placed on back order. Tempest Telecom charges your credit card for the entire order amount. Items placed on back order are shipped as soon as they become available from the manufacturer.

5. Order Cancellation

Tempest Telecom reserves the right to cancel a sale or to issue a Return Merchandise Authorization (RMA) for merchandise that is advertised in error,

6. Advertising Disclaimer

Tempest Telecom is not responsible for product prices advertised in error. Advertised prices and available quantities are subject to change without notice. Prices advertised in the Special Deals email are valid for 5 days from date of issue.

7. Fraud

It is a violation of the law to place orders under a false name or with an invalid credit card. We have a sophisticated Fraud Control system that screens for suspicious orders, which are subject to investigation and possible cancellation by our Fraud Control team. Fraudulent ordering will be prosecuted to the fullest extent of the law. Please be aware that even if you do not give Tempest Telecom your real name, your Web browser transmits a unique address to us, which can be used by law enforcement officials to identify you. Both the FBI and the US Secret Service are responsible for investigating Internet fraud cases.

8. System Availability

Tempest Telecom makes every effort to maintain 100% system availability, except during scheduled maintenance periods. Should we experience technical difficulties, TEMPEST TELECOM is not responsible for orders that are not processed or accepted.

9. Limitation Of Liability

The satellite services provided by Tempest Telecom may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. Tempest Telecom makes no representation that it can provide uninterrupted service. Furthermore, Tempest Telecom nor TEMPEST TELECOM shall have no liabilities or credit due for interrupted service unless caused by gross negligence of Tempest Telecom or TEMPEST TELECOM. Tempest Telecom shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or causes beyond our reasonable control. Tempest Telecom makes no warranties with respect to the service of any kind whatsoever, expressed or implied, except as specifically provided in this agreement. The implied warranties of merchantability and fitness for any particular purpose are hereby disclaimed and excluded. Tempest Telecom nor TEMPEST TELECOM shall not be liable to its distributor or customer or any third party for any special, incidental, or consequential indemnity.

SECTION B -Tempest Telecom Terms & Conditions – SIM card activation and Subscription

(1) Availability Of Limited Service: Service is generally available to satellite terminals equipped for this service when within the satellite footprint. Service is furnished to Customer or Customer's authorized user. A SIM or Telephone number may not appear in more than one terminal. Customer has no property right in such number. TEMPEST TELECOM reserves the right to assign, designate, or change such number, when, in its sole discretion, such action is reasonably necessary in the conduct of its business.

(2) TEMPEST TELECOM Service and Fees: Customer has contracted to have TEMPEST TELECOM provide the service under the terms detailed on the front page of this Agreement. Basic Inmarsat Service is provided via the France Telecom global Inmarsat network utilizing land earth stations in Aussaguel France and Perth Australia. Some Inmarsat Services are provided through resale agreements with Xantic, France Telecom and/or Station12/Telstra. Globalstar service is provided through stations operated by and roaming agreements of Globalstar USA. Iridium service is provided by Iridium Satellite LLC. Customer agrees to remain as a subscriber of the service for a period requested based on plan from the date of service activation based on the agreement, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. TEMPEST TELECOM reserves the right to change rates at anytime.

(3) Data Transmission Use & Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, TEMPEST TELECOM makes no representation as to the success of data calls through the system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (ie: next to a building/obstruction), the Iridium system (a low earth orbiting satellite constellation) has inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited.

(4) Invoicing and Guarantee of Payment of Services: Customer agrees to pay 12 months in advance to activate a Satellite Terminal SIM card for the sole purpose of accepting Scratch and Web cards. Payment must be made in U.S. Dollars. Customer requests for direct billing are subject to credit approval and may be subject to required deposits and/or direct payment by credit card or a guarantee authorized against a valid accepted credit card. For Prepaid amounts this invoice will indicate remaining usage charges.

(5) Taxes: The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse TEMPEST TELECOM for any such taxes.

(6) Limitation of Liability: The satellite services provided by TEMPEST TELECOM may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. TEMPEST TELECOM makes no representation that it can provide uninterrupted service. Furthermore, TEMPEST TELECOM shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of TEMPEST TELECOM. TEMPEST TELECOM shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond our reasonable control.

TEMPEST TELECOM MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. TEMPEST TELECOM SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

(7) Subscriber Terminals and Equipment: Unless provided otherwise, TEMPEST TELECOM is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer is responsible for all charges as agreed upon in this Agreement.

(8) Licensing: Customers wishing to operate satellite phones while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. TEMPEST TELECOM does not guarantee any authority to radiate from territories other than those allowing trans-border operations of Inmarsat equipment.

(9) Governing Law: This contract is governed by the laws of the State of Arizona and applicable tariffs.

(10) CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT HAVING PROPER JURISDICTION WITHIN THE STATE OF ARIZONA. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.

SECTION C -Tempest Telecom Terms & Conditions – Scratch and Web Cards

(1) Availability Of Limited Service: Service is generally available to endusers only via satellite terminals with specifically configured SIM cards. A SIM or Telephone number may not appear in more than one terminal. Availability of service is dependent on availability of satellite service (See Section B 1)

(2) TEMPEST TELECOM Service and Fees: Scratch and Web service is purchased in advance in multiples of 5 MB.

5 MB Scratch Card - \$50

10 MB Scratch Card - \$100

25 MB Scratch Card - \$250

50 MB Scratch Card - \$500

Purchaser of access has the right of resell if they so choose.

(3) Data Transmission Use & Dropped Calls. Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, TEMPEST TELECOM makes no representation as to the success of data calls through the system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (ie: next to a building/obstruction), the Inmarsat system has inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited.

(4) Taxes: The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse TEMPEST TELECOM for any such taxes.

(5) Limitation of Liability: The satellite services provided by TEMPEST TELECOM may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. TEMPEST TELECOM makes no representation that it can provide uninterrupted service. Furthermore, TEMPEST TELECOM shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of TEMPEST TELECOM. TEMPEST TELECOM shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond our reasonable control.

TEMPEST TELECOM MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. TEMPEST TELECOM SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

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Section D - Requested Items and Shipping

Please fill out this section of the agreement below according to the equipment you need as well as the shipping you need. If you require more than 1 item please indicate and adjust cost accordingly. Shipping rates are approximate for continental USA only, please call to get approval and a quote for shipping Internationally, Alaska, Hawaii, Puerto Rico, and Armed Forces PO.

Satellite Terminal		Cost	Number of Units	Total Cost
<input type="checkbox"/> Hughes Bgan Satellite Unit (Free with total orders above \$3000)		\$475		
<input type="checkbox"/> Optional External Antenna with extension wiring		\$800		
<input type="checkbox"/> 1 Year Activated SIM card		\$420		
Shipping (call for exact quote, prices are approximate for domestic)				
		Cost	Number of Units	Total Cost
<input type="checkbox"/> First Overnight		\$90		
<input type="checkbox"/> Priority Overnight		\$70		
<input type="checkbox"/> Standard Overnight		\$60		
<input type="checkbox"/> FedEx 2 Day		\$40		
<input type="checkbox"/> FedEx Express Saver		\$35		
<input type="checkbox"/> FedEx Ground		\$20		
<input type="checkbox"/> FedEx Ground Home		\$20		
<input type="checkbox"/> Exact Phone Quote				
Virtual Scratch Cards (\$250 Min)				
Item		Cost	Number of Units	Total Cost
<input type="checkbox"/> 5 MB Scratch and Web Card		\$50		
<input type="checkbox"/> 10 MB Scratch and Web Card		\$100		
<input type="checkbox"/> 25 MB Scratch and Web Card		\$250		
<input type="checkbox"/> 50 MB Scratch and Web Card		\$500		
			Total	

Indicate Special order Instructions here:

