

Service Agreement for Enetsky

AGREEMENT BETWEEN YOU "THE CLIENT" AND **ENETSKY Inc**, "**ENETSKY**".

TERMS AND CONDITIONS

Notice: This Service Agreement is for a minimum of **one (1) year**. All airtime is billed from the United States in U.S. Dollars (USD).

(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 telephone number may not appear in more than one terminal. Customer has no property right in such number. Enetsky 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) Enetsky Service:

Customer has contracted to have Enetsky provide the service and pricing under the terms detailed within this Agreement. Customer agrees to remain as a subscriber of the service for a period of ONE year from the date of service activation, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. Enetsky reserves the right to change rates at any time.

(3) Data Transmission:

Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, Enetsky makes no representation as to the success of data calls through the system. Customer agrees that all voice or 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 (i.e.: next to a building/obstruction), customer is also responsible for any voice or data transmission at optimum speed, whether intended or not. Customer has been made aware of potential for significant airtime bills and accepts this responsibility. All satellite systems have some inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. Enetsky can provide data setup and technical support beyond the normal provided setup instructions.

(4) Changes/Early terminations/Contractual Limitations:

During the contract period, customer may upgrade their plan to a higher plan, the price of the new plan will be invoiced at the time of the next bill cycle and any voice minutes or data bandwidth will be applied at that time. Changing any service plan will renew the contract period for 12 months as of the effective the date of the new billing. Early Termination Fee (ETF) will be based on your plan rate and amount of time remaining in your service agreement. Which is up to 6 months of your plan rate. Depending upon which service type you have active.

(5) Renewal:

All service plans automatically renew at the end of their term unless Enetsky receives notification in writing prior to the end of contract term. Successive renewals will be for one (1) year service periods at the same terms and conditions contained herein.

(6) Assignment:

This Service Agreement cannot be assigned without the written consent of **Enetsky Inc**.

(7) Notice of Change/Termination:

Notice of change or termination should be made in writing to the Enetsky Customer Service Department no less than thirty (30) days prior to the expiration of any term of this Agreement. Enetsky reserves the right to terminate this Contract at any time during the contract period.

Email to: billing@enetsky.com

Fax to: +1-336-355-0929

Mail: 717 Green Valley Road, Ste. 200–North Carolina, NC 27408

(8) Invoicing and Guarantee of Payment of Services:

Enetsky will invoice customer monthly or annually depending on the plan. This bill is due and payable upon receipt unless Net terms have been established and approved for the account. Monthly recurring charges are billed monthly in advance. Customer understands that they are responsible for all air-time charges, including but not limited to direct airtime, long distance and roaming charges (if applicable), and charges for any Customer-elected, value-added services (when available). 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.

(9) 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 Enetsky for any such taxes.

(10) Deposits:

Mobile Satellite services are granted subject to credit approval by Enetsky. Enetsky requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits may be required for non-US citizens or customers who do not have established credit. Customers will be advised prior to service activation if a deposit is required. Deposits will be refunded at service or contract termination and all airtime has been paid.

(11) Foreign Credit Cards:

Foreign credit cards will be accepted only after a complete verification has been done with the issuing bank. The issuing bank must contact the credit card holder and confirm the authorization for the charge to be approved. Verification of foreign credit cards may delay order processing for up to **72 hours**. All deposits for terminals will still apply. Enetsky reserves the right to decline any credit card transaction.

(12) Non-Payment / Breach:

A late charge of the lesser of 1-1/2% per month will be applied to each of Customer's service bills not paid by the due date. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay Enetsky all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by Enetsky in exercising any of its rights under the Agreement. Should Customers service be suspended for non-payment Enetsky will charge a decommissioning or re-activation fee of \$250.00 per mobile terminal for re-activation of the suspended terminal. Additional deposits may be required after such an event. Enetsky charges a fee of \$35.00 for returned checks.

(13) Limitation of Liability:

The satellite services provided by Enetsky may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. Enetsky makes no representation that it can provide uninterrupted service. Furthermore, Enetsky shall have no liabilities or credit due for interrupted service unless caused by the gross negligence

of Enetsky. Enetsky 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.

Enetsky 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. **Enetsky** SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

(14) Subscriber Terminals and Equipment:

Unless provided otherwise, Enetsky 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 until proper written documentation is received and confirmed by Enetsky.

(15) 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. Enetsky does not guarantee any authority to radiate from territories other than those allowing trans-border operations of Inmarsat equipment. For more information on this, please consult with your Enetsky Account Manager.

(16) Governing Law:

This contract is governed by the laws of the State of North Carolina and applicable tariffs.

(17) 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 NORTH CAROLINA. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.