



Aircell Business Aviation Services LLC Subscriber Service Agreement (SSA)

— Please Type Or Print Clearly. Missing or Illegible Info May Cause Delays —

This SSA consists of this Order Form and attached Terms and Conditions. Please allow at least 2-3 business days from Aircell's receipt of a completed SSA for activation, configuration and account billing setup. Provide complete information, sign agreement and then:

- FAX to: +1.888.398.1800 (USA) or +1.303.301.3279 (Worldwide) **or** Email as a PDF to CustomerService@aircell.com

For questions, please contact Aircell Customer Service:

Phone: +1.888.286.9876 (USA toll-free) or +1.303.301.3278 (Worldwide), Mon-Fri 7:30 AM to 5:00 PM USA - Mountain Time

Email: CustomerService@aircell.com

Mailing Address: Aircell Business Aviation Services / 303 S. Technology Court, Building A / Broomfield, CO 80021 USA

Section 1 – Customer Address & Contact Information

(Sections 1 and 2 to be filled out and signed by aircraft owner/operator)

Customer Information

Company Name – Aircraft Owner / Operator		Street Address Line 1	
<input type="text"/>		<input type="text"/>	
Street Address Line 2		City	State
<input type="text"/>		<input type="text"/>	<input type="text"/>
Country	Postal Code	Phone	Fax
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Billing Address (if different than Company Address above)		Street Address Line 1	
<input type="text"/>		<input type="text"/>	
Street Address Line 2		City	State
<input type="text"/>		<input type="text"/>	<input type="text"/>
Country	Postal Code	Phone	Fax
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Admin/Billing Contact (required)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Mr/Mrs/Ms/Cpt	<input type="text"/>
Email:	<input type="text"/>		Phone:	<input type="text"/>	

Director of Maintenance (required)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Mr/Mrs/Ms/Cpt	<input type="text"/>
Email:	<input type="text"/>		Phone:	<input type="text"/>	

IT Contact (required)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Mr/Mrs/Ms/Cpt	<input type="text"/>
Email:	<input type="text"/>		Phone:	<input type="text"/>	

Chief Pilot

First Name	<input type="text"/>	Last Name	<input type="text"/>	Mr/Mrs/Ms/Cpt	<input type="text"/>
Email:	<input type="text"/>		Phone:	<input type="text"/>	

Please indicate the primary use of the aircraft (if more than one category applies, please select the category representing the majority of flight hours):

<input type="checkbox"/> Corporate	<input type="checkbox"/> Private Owner Flown	<input type="checkbox"/> Fractional	<input type="checkbox"/> Charter/Managed	<input type="checkbox"/> Scheduled	<input type="checkbox"/> Military	<input type="checkbox"/> Government	<input type="checkbox"/> Other
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Section 2 – Services & Billing

(Sections 1 and 2 to be filled out and signed by aircraft owner/operator)

—Please Type or Print Clearly—

Aircell Iridium Satellite Communications Service (Requires an Aircell Iridium Satcom System, e.g. ST 3100, ST 4200 or ST 4020)

Iridium Voice Service Plan (refer to www.aircell.com for plan details):

 Bronze Silver Gold Platinum Corporate

Iridium Optional Services (refer to www.aircell.com for descriptions and service pricing)

Fax Activated on Channel Number

UniHub "J5" No. (printed on back of unit)

 Fax Service

DIU on Channel Number

Identify your ACARS / AFIS Service Provider

 Short Burst Data Service* Satcom Direct FDF Honeywell GDC ARINC Direct Universal

*To enable ACARS / AFIS or Flight Tracking data communications over Iridium (Most applications require an Aircell Data Interface Unit – DIU)

Aircell Air-to-Ground High Speed Internet Service (AHSI) (Requires an Aircell Air-to-Ground Broadband System, e.g. ATG 4000)

Aircell High Speed Internet Service Plan (refer to www.aircell.com for plan details):

 Ultraspeed Standard Ultraspeed Lite

Note: To provide Customer service and product support, Aircell must have access to aircraft flight tracking data that is available through the FAA and other third party flight tracking services. By subscribing to the AHSI Service, Customer hereby authorizes Aircell to access such information as it relates to the AHSI installed aircraft. Aircell will treat all flight tracking information as confidential to Customer.

Billing Agent

Please select among the following options:

Aircell Iridium Services

 Aircell

OR

 Satcom Direct

Aircell High Speed Internet Services

 Aircell

Inmarsat SwiftBroadband Services

 Satcom Direct

OR

 n/a - Customer to make own arrangements

Inmarsat Classic Aero Services

 Satcom Direct

OR

 n/a - Customer to make own arrangements

Billing Method (Payment to be made in U.S. Dollars)

Please select one of the following options:

 Visa MasterCard American Express

OR

 Invoice (U.S. by Mail, Intl. by Email)

Name on Credit Card

Credit Card Number

Expiration Date

*U.S. Customers: Credit Card or Invoice

International Customers: Credit Card or Wire Transfer (contact Aircell Customer Service for instructions)

THIS IS A LEGAL CONTRACT. READ ALL PAGES CAREFULLY. I warrant that the information provided herein is accurate and complete. I have read and understand the SSA (including the Terms and Conditions), as well as the information at www.aircell.com describing the services. I authorize you and any credit references or agencies to exchange information concerning my credit records. I am authorized to sign this agreement on behalf of the Customer, or I will be personally responsible for all charges hereunder. I agree that my signature will be legally binding.

CUSTOMER OR AUTHORIZED REPRESENTATIVE _____ DATE _____

TITLE _____

Section 3 – Dealer and Aircraft System Information

(Section 3 to be filled out by system installer or aircraft owner/operator)

Dealer/Installer Information			
Dealer Company Name		Street Address Line 1	
Street Address Line 2		City	State
Country	Postal Code	Phone	Fax
Key Contact (required)			
First Name	Last Name	Mr/Mrs/Ms/Cpt	
Email:		Phone:	

Aircraft			
Make	Model	Serial Number	Registration Number (Tail No.)
Antenna Details (Make/Model & Separation)			Separation (in feet)
#1 Iridium Antenna	#2 Inmarsat Classic Aero	#3 Inmarsat SBB	#1 to #2 #1 to #3

Section 3 – Aircraft System Information (Continued)

Aircell Iridium Transceiver Details *(This data to be provided by Aircell or the Dealer/Installer)*

Part Number	Serial Number	Rev	Ch	MSISDN (Ph Number)	IMEI	SIM ICCID	Use Codes*
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
			<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
			<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

* Use Codes/Interfaces: 1-SBD, 2-DIU, 3-Airshow, 4-OnGo, 5-Unilink

Aircell Air-to-Ground High Speed Internet Transceiver Details *(This data to be provided by Aircell or the Dealer/Installer)*

Part Number	Serial Number	Rev	Aircard Electronic Serial Number (ESN)
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Inmarsat Satcom Systems *(This data to be provided by Aircell or the Dealer/Installer)*

Aircell SwiftBroadband Transceiver Details

Part Number	Serial Number	Rev	SBB SIM #1 (IMSI #1)	SBB SIM#2 (IMSI#2 if applicable)
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Existing Classic Inmarsat Aero I/M/H/H+ or Swift 64 HSD System

Manufacturer (e.g. Chelton, EMS, Honeywell, Rockwell Collins, Thrane & Thrane)

Part Number	AESID/OCTAL Number	ISN #1	ISN#2 (if applicable)
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

General Terms and Conditions for In-Flight Wireless Communications Services

These Terms and Conditions govern the in-flight wireless communications services (broadband and/or voice, as indicated on the Order Form) (the "Services") provided to you, the Customer identified in the Order Form, by us, Aircell, and/or our partners. Activation ("Activation") of your Aircell communications system (the "System") and/or associated telephone number(s), as applicable, signifies your consent to the terms of the SSA, which apply to any use of the Services through your System.

1. **System.** The Services are provided through two different Systems with separate equipment: (a) the "AHSI System"; and (b) the "Iridium System". The terms that apply to the System you purchased (not the Service) are set forth in the agreement with the authorized Aircell dealer from which the equipment was obtained (the "Dealer"). You are responsible for installing, certifying, approving and maintaining the System through an authorized Aircell Dealer, and for ensuring it is technically and operationally compatible with our Service and meets all regulatory (including FAA) standards. You agree not to, and to ensure that others will not, tamper with or modify the System.

2. **Services.** The Services include voice and data telecommunications capabilities ("Voice Service" and "Data Service"). The Aircell High Speed Internet Service (the "AHSI Service") will only operate using the AHSI System, is designed for airborne use at altitudes greater than 10,000 feet AGL, and is available only when your AHSI System is within the operating range of one of our base stations (you may contact us directly for information on the location of our base stations; provide, however, Aircell coverage locations and maps are subject to change at any time without notice). Service on the AHSI Network is provided by us on the frequency specified by us as authorized by the Federal Communications Commission (FCC). Service on the Iridium network (the "Iridium Service") is provided by Iridium Satellite LLC (the "Underlying Carrier"), will only operate using the Iridium System, and depends on coverage of and a clear line of sight to the serving satellite. Service on both networks is subject to transmission limitations caused by atmospheric, geographic, or topographic conditions. Temporary Service disruptions are expected, and Service may be temporarily refused, limited, interrupted, or curtailed as appropriate for the proper operation of the Service or for other business purposes. You are responsible for all use of the Services through your System. You must notify us immediately upon discovering any unauthorized use of your account.

3. **Use.** You agree not to, and to ensure that others will not, use the System or Services for any unlawful or abusive purpose, or in any manner that may create risk to the public or us. The Services may not be resold without our prior written consent. You have no ownership rights to the assigned telephone number. We may change your number by giving you notice. SOME COUNTRIES RESTRICT OR PROHIBIT USE OF SATELLITE PHONES. YOU ARE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS IN CONNECTION WITH YOUR USE OF THE SERVICES. If you have questions, we recommend you contact the embassy or trade commission of the destination country, prior to entry into that country's airspace. Use of the Data Service is an acknowledgement of having read and agreed to the terms of Aircell's Acceptable Use Policy posted in the legal section on our Web site (<http://www.Aircell.com>).

4. **Charges.** You are responsible for paying all charges for Services furnished under this Agreement, including recurring monthly charges, for all calls and data sent from or received through your System, and for other related services you use ("Fees"). We require a per aircraft activation fee of \$50 to establish the AHSI Service and \$100 to establish the Iridium Service. Service pricing can be found at <http://www.Aircell.com>. Aircell may modify its pricing with prior written notice. Fees may also include amounts we charge for processing third-party billings and for Services provided by other vendors. You will be responsible for all applicable taxes and government imposed surcharges. Tax-exempt status must be documented and presented to us prior to the use of any service for which adjustment of taxes and surcharges is requested.

5. **Billing and Payment.** Recurring monthly Fees may be billed one month in advance and are due by the date set forth on the invoice. Fees for the AHSI Service and the Iridium Service will be billed by us or through our approved third party billing agent. Billing cycles may change from time to time. If you have authorized payment by credit card, no additional notice or consent will be required for Fees charged to that credit card. Time is of the essence for payment and YOU AGREE TO PAY US A LATE FEE OF 1.5% PER MONTH ON ANY AMOUNT NOT PAID BY THE DUE DATE shown on the invoice, or the maximum interest rate permitted by law, whichever is lower. Acceptance of late or partial payments (even if marked with "paid in full" or similar words) will not waive our rights. We will charge an additional fee of \$25 for any check returned unpaid. You must report any billing discrepancies within 60 days of our invoice date. WE WILL NOT BE RESPONSIBLE FOR ANY BILLING ERRORS OR FEES FOR UNAUTHORIZED ACTIVITY WHICH HAS NOT BEEN SPECIFICALLY CALLED TO OUR ATTENTION WITHIN THIS 60-DAY PERIOD.

6. **Term and Termination.** The term of this Agreement for each System (and all associated telephone numbers, as applicable) begins on Activation, continues for one year, and then automatically extends for additional 1 year terms from year to year, unless otherwise terminated in accordance with the Terms set forth herein. If this Agreement is terminated by you or us, an early termination fee may apply and you remain responsible to pay all amounts owed (including monthly charges for the month of termination). IF WE TERMINATE FOLLOWING YOUR DEFAULT, IN ADDITION TO ALL OTHER AMOUNTS OWED, YOU AGREE TO PAY US A \$50 PER SYSTEM CANCELLATION FEE. We may discontinue Service and/or terminate this Agreement for any reason, including without limitation, if we believe that this Agreement or any applicable Aircell user policy has been violated, or if you fail to pay any Fees when due. We may require reactivation charges to reinstate Service after suspension or termination. You agree to reimburse us immediately for all costs we incur in enforcing this Agreement and collecting any money you owe us, including reasonable legal fees and expenses.

7. **Modifications.** You may add or delete Service features at any time, but added or deleted features will be billed for the entire billing cycle in which the change was made. If we discontinue or you lose your eligibility for a Service Plan, we may change you to another Service Plan upon notice. If you misrepresent your eligibility for a particular Service Plan, you agree to pay us the additional amount you would owe under the most similar Service Plan for which you are eligible. We may reengineer the Service or make technical modifications to the Service at any time in our sole discretion. Should any modification of the Service require upgrade or replacement of your System to remain compatible, you will be responsible for the upgrade or replacement of your System and all associated costs.

8. **Use Limits and Network Management.** Aircell may, in its discretion, prioritize, restrict, or set limits (such as bandwidth allocations, or limits on types of content accessed or transferred) on your use of the Service for certain applications. In times of heavy network usage, this may impact the functioning of high bandwidth applications. As with any mobile broadband network, speed may vary due to your device, atmospheric conditions, terrain, network capacity, and aircraft location. Content, file sharing or multiplayer gaming requiring high bandwidth, such as VoIP, streaming audio and video, and file sharing, are given a lower priority and at times may be blocked or not work consistently. Actual Service coverage, speeds,

locations, and quality may vary. Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, maintenance and repair, and national security issues, and may be interrupted, refused, limited, or curtailed.

9. Privacy. Unencrypted voice and data traffic on the Service is not secure and your privacy cannot be guaranteed. You consent to our disclosure of information about your account to any person able to provide your company name and the associated Aircell customer account number, and to the making of changes to the account by any such person. You (on behalf of yourself and any other users) authorize us and the Underlying Carriers to monitor and record calls using your System or the Services in accordance with applicable laws. Use of the Services is an acknowledgement of having read and agreed to the terms of our privacy policy, which can be accessed through our site at <http://www.Aircell.com>.

10. No Flight Critical Information. THE SYSTEM IS NOT INTENDED TO BE FLIGHT CRITICAL EQUIPMENT. THE SERVICE IS NOT INTENDED TO PROVIDE FLIGHT CRITICAL INFORMATION, AND DOES NOT GUARANTEE 911 OR OTHER EMERGENCY RESPONSE CAPABILITIES. It is your responsibility to make such provision as may be required by law or good aviation practices for the transmission of priority or distress communications over facilities other than the Service. The aircraft pilot in command is responsible for obtaining all appropriate flight critical information from official sources, and to act accordingly.

11. Proprietary Rights. You acknowledge that all the intellectual property rights in the Service and the underlying technology, and all content on the Site are owned by Aircell, or Aircell's licensors. All rights not expressly licensed are reserved. You agree not to reproduce (except to view content on the Site for your personal purposes), reverse engineer, modify, or create derivative works based on, the Service or Site content. Except as expressly permitted under this Agreement, you agree not to rent, lease, loan, or sell access to the Service or provide the Service to any third party on a service bureau or time sharing basis or otherwise.

12. LIMITATION OF LIABILITY AND INDEMNITY. NEITHER WE NOR AN UNDERLYING CARRIER: (A) WILL BE LIABLE FOR ANY NONPERFORMANCE CAUSED BY ANOTHER SERVICE PROVIDER, EQUIPMENT FAILURE, OR CAUSES BEYOND OUR REASONABLE CONTROL; (B) ASSUME ANY LIABILITY FOR SERVICE OUTAGES OF 24 HOURS OR LESS (AND LIABILITY FOR ANY SERVICE FAILURE WILL IN NO EVENT EXCEED THE SERVICE CHARGES FOR THE AFFECTED PERIOD); (C) WILL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. YOU (ON BEHALF OF YOURSELF AND YOUR USERS) WAIVE ANY RIGHT TO MAKE ANY CLAIM AGAINST US OR ANY UNDERLYING CARRIER FOR INJURY, LOSS OR DAMAGE ARISING FROM THE USE OF THE SYSTEM, INSTALLATION OR REPAIR OF THE SYSTEM, OR ANY UNAVAILABILITY OR FAILURE OF THE SERVICE. YOU AGREE TO INDEMNIFY US, OUR AGENTS AND AFFILIATES, AND ANY UNDERLYING CARRIER AGAINST ANY DAMAGES OR COSTS ARISING OUT OF THE USE OF THE SERVICES, UNLESS DUE TO OUR SOLE NEGLIGENCE. THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

13. NO WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO EXPRESS WARRANTY CONCERNING THE SERVICES OR ANY INFORMATION OBTAINED THROUGH THE SERVICES, AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE HAVE NO CONTROL OVER AND NO LIABILITY TO YOU OR ANY USER OF THE SERVICE FOR ANY INFORMATION, PRODUCTS, THIRD-PARTY DATA APPLICATIONS OR SERVICES ON THE INTERNET. WE HAVE NO OBLIGATION TO YOU OR ANY USER TO MONITOR OR EDIT THE SERVICE. WE DO NOT WARRANT THAT THE DATA SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET, AND YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE QUALITY AND MERCHANTABILITY OF ALL INFORMATION, SERVICES, AND PRODUCTS PROVIDED THROUGH THE SERVICE OR THE INTERNET. WE MAKE NO WARRANTY CONCERNING THE SYSTEM, EXCEPT THE AIRCELL LIMITED WARRANTY PROVIDED WITH YOUR SYSTEM. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON OUR BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT. This section and the preceding section apply to the maximum extent permitted by applicable law. Some jurisdictions do not allow limitations on certain liabilities for personal injuries, implied warranties or consequential damages, so some of the above limitations may not apply to you. This Agreement gives you specific legal rights; you may also have other rights, which vary by jurisdiction. Use of the Data Service is subject to bandwidth limitations, memory limitations of your equipment, and available Internet resources.

15. Fraud. Neither the Iridium telephone number nor the System's Electronic Serial Number (ESN) or International Mobile Equipment Identity (IMEI) may be assigned to any other equipment. No other telephone number, ESN or IMEI may be programmed into the System. These acts are considered fraud and will result in immediate termination of this Agreement. If your System is lost or stolen and/or Service is fraudulently used or counterfeited, you must notify us immediately and promptly provide us with requested documentation and information (including affidavits and police reports). You agree to cooperate with us and providers in any investigation and to use any fraud prevention or detection precautions we prescribe.

16. Notice. Written notices to you will be effective on the day of the effective transmission of an email or fax, or three days following the date deposited in the postal service addressed to your company's business address, each as listed in our records. You are responsible for notifying us of any change of address. Written notices to us should be directed to our Customer Service department and will be effective when received. Your notice to us must specify your company name, the Aircell customer account number, and, as appropriate, reference the affected aircraft tail number(s). Verbal notices to us will be effective on the date reflected in our customer service system.

17. General. This Agreement and Aircell's user policies posted on our Web site (<http://www.Aircell.com>) constitute the entire agreement between us regarding the Services and are applicable to any use thereof. We may amend this Agreement by giving you at least 30 days written notice. We may amend any user policy by posting the revised policy on our Web site. Continued use of the Services constitutes acceptance of any amendment we make. No other amendment or waiver will be valid unless accepted by us in writing. We may assign or delegate all or part of our rights or duties under this Agreement. Upon assumption of our obligation by our successor, we will be released from all liability. You may assign this Agreement only with our prior written consent and any unauthorized assignment shall be void and of no effect. This Agreement will be binding upon you and your successor. This Agreement will be governed by U.S. Federal law (including the regulations of the FCC) and the laws of the state of Colorado, without regard to choice of law principles. You hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts sitting in Denver, Colorado over any suit, action or proceeding arising out of or relating to this Agreement. If any part of this Agreement is found invalid, it will be modified to the minimum extent required, and this Agreement will be enforced as modified. You agree that your faxed signature on this Agreement is valid and binding.