

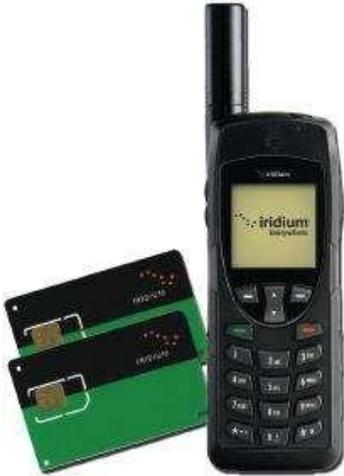


Network Innovations US, Inc.
 2115-2145 SW 2nd Ave. Fort Lauderdale, FL 33315
 (Ph) +1-954-973-3100
 Email: insidesales@networkinv.com



Iridium Prepaid Order Form

Prepaid airtime is quick and easy, requires no credit check and can be recharged at any time.



Name: _____ Email: _____
 Phone: _____ Fax: _____
 Credit Card Billing Address: _____
 City/State/Zip: _____
 Shipping Address (circle one): Residential Commercial Same Other (shown below)
 Shipping Address: _____
 Shipping City/State/Zip: _____
 Preferred Shipping Method (circle one): Overnight 2nd Day 3rd Day Ground
 Credit Card Type: VISA MASTERCARD AMERICAN EXPRESS
 Credit Card Number: _____
 Name as it appears on Card: _____
 Expiration Date: _____

Authorized Signature: X _____

(Signature above confirms receipt and acceptance of Terms and Conditions pp 2/3)

	Prepaid Minutes	Valid For	Price	Effective Per Minute Rate
Global Rechargeable Prepaid				
	IRI-1MO-PP-EXT* ¹	0 Minutes	30 Days	\$69.75 N/A
	IRID-PP-75-NOTIME* ²	75 Minutes	No Time Added* ²	\$105.25 \$1.41 Per Min.
	IRID-PP-75	75 Minutes	30 Days	\$175.00 \$2.33 Per Min.
	IRID-PP-200	200 Minutes	180 Days	\$539.00 \$2.70 Per Min.
	IRID-PP-600	600 Minutes	365 Days	\$850.00 \$1.42 Per Min.
	IRID-PP-3000	3000 Minutes	730 Days	\$3,250.00 \$1.08 Per Min.
	IRID-PP-5000	5000 Minutes	730 Days	\$4,750.00 \$0.95 Per Min.
Global Non-Rechargeable Prepaid				
	IRID-PP-300-NR	300 Minutes * ⁵	365 Days	\$800.00 \$2.67 Per Min.
Regional Prepaid				
	IRID-PP-AFR	300 Minutes * ⁶	365 Days	\$290.00 \$0.97 Per Min.
	IRID-PP-CAN	200 Minutes * ⁷	180 Days	\$353.00 \$1.77 Per Min.
	IRID-PP-200-LAT	200 Minutes * ⁸	180 Days	\$299.75 \$1.50 Per Min.
	IRID-PP-MENA	500 MENA Zone Minutes * ⁹	365 Days	\$500.00 \$1.00 Per Min.

SIM Card # 898816 _____

Prepaid airtime is non-refundable. Price shown applies to Network Innovations DP SIM cards only. Contact your Network Innovations sales representative for rates applicable to non-Network Innovations DP SIM cards. An FCC Regulatory Fee is applied to all airtime purchases for users located in the US.

Iridium reserves the right to change the “per minute” burn rate for any and all services and destinations available on the prepaid plan.

Voucher prices are not guaranteed beyond 60 days from date of purchase, as Iridium may have increased the price for the Prepaid voucher. If a Prepaid voucher is purchased for future use, and not loaded to a SIM Card within 60 days of purchase, an additional charge of the price difference may apply.

*1 Extends the expiration date for 30 days without adding minutes to the SIM card. Multiple extensions may be purchased at one time up to a maximum of 24 months. For example: the purchase of six (6) 30 day extensions will extend the expiration date 180 days.

*2 **75-Minute No Time Global Prepaid Voucher** does not add validity when used. Voucher cannot be ordered with a new activation without also ordering IRI-1MO-PP-EXT to add time.

*5 **300-Minute Non-Rechargeable Prepaid Voucher** does not allow rollover of unused minutes upon recharge.

*6 **Africa Prepaid Plan** - Valid only for calls originating in Africa to anywhere.

*7 **Northern Lights Prepaid Voucher** – Valid only for calls originating in Alaska or Canada to Alaska, Canada or the Continental US. Validity period not additive.

*8 **200 Minute Latin America Prepaid Voucher** - Covers all of Latin America from Mexico to Cape Horn (and up to 12 nautical miles from the coast). It will not cover the Caribbean. This voucher does not allow rollover of unused minutes.

*9 **500 Minute MENA Prepaid Voucher** - Offers 500 prepaid minutes when used in any of the approved MENA countries. Access to call from outside of the approved MENA countries will not be available for any SIMs topped up with the MENA voucher. This voucher does not allow rollover of unused minutes upon recharge. Call Network Innovations for the list of participating MENA countries.

Per Iridium's prepaid policy, any unused prepaid minutes that you purchased more than three (3) years ago will begin to expire from your account balance. Minutes purchased within the past three years will continue to remain available.

* Standard Prepaid Airtime can be used with Iridium GO! terminals, but will not receive specialized GO! Data rates. Standard Prepaid vouchers cannot be loaded to a SIM that was previously loaded with Iridium GO! Prepaid airtime without loss of minutes remaining.

Network Innovations will attempt to notify you at the email address above when a balance of 20 minutes is remaining or when your SIM Card approaches expiration. As we are dependent on our supplier for receipt of these messages, Network Innovations cannot guarantee that said notifications will be sent to the user and shall be held harmless if a notification is not received. To ensure adequate processing time, please contact us at least 5 days prior to the expiration date to purchase additional prepaid time for your SIM so that existing airtime is not lost. From your Iridium phone, dial or SMS the short code 2888 to review your minute balance and expiration as needed. Call 8324 to contact Network Innovations to adminminutes.

All Prepaid SIM cards are sent active. If you have asked us not to upload a Prepaid voucher at the time of activation, you must add Prepaid airtime to your SIM within 270 days or your SIM card will automatically deactivate. It is also very important to note that at the end of the period of validity (from the table above), any unused airtime minutes will be lost and cannot be reclaimed. Additionally, if additional Prepaid minutes are not added within 270 days of expiration of the validity period, the SIM card will deactivate. If you have any questions about these two situations, please contact Network Innovations Customer Care at +1-954-973-3100 and speak with a customer care representative to discuss your options.

Terms and Conditions

Network Innovations - Mobile Satellite Services Terms and Agreement

(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. Network Innovations 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) Network Innovations Service: Customer has contracted to have Network Innovations provide the service under the terms detailed in this Agreement. Basic Satellite Service is provided via the Iridium network utilizing land earth stations. Iridium service is provided through stations operated by Iridium, LLC. Customer agrees to pay any applicable activation, service usage fees and any applicable taxes thereon. Network Innovations reserves the right to change rates at any time.

(2.1) Electronic Communications: Customer consents to receive communications electronically for every account, product, and service that customer currently uses or may use in the future for as long as customer has or uses the account, product or service. Customer also agrees to the general use of electronic records and signatures in all transactions with Network Innovations. Network Innovations will provide customers the means to unsubscribe from any communications that are not mandatory to deliver the contracted account, product or service.

(3) Emergency Services: Registration with GEOS to enable emergency messaging capabilities and all emergency search and rescue and medical evacuation services require a separate subscription from a 3rd party issuer. All costs related to those services are the responsibility of the user.

(4) Data Transmission Use & Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of satellite and other operating systems, network Innovations makes no representation as to the success of voice or data calls through any 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 (i.e.: next to a building/obstruction), all satellite systems (including low earth orbiting satellite constellations) have inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. Network Innovations can provide data setup technical support beyond the normal provided setup instructions at an additional charge. Please consult with a sales representative for more details.

(5) Managed Services: When necessary, Network Innovations will, on behalf of the customer, complete the initial account creation process based on information provided by the customer and will conduct train-the-trainer sessions via Web-X on the administrative applications. The customer Administrator will be responsible for all account set up functions, data input and maintenance. Network Innovations will not be held responsible for any customer data entry or maintenance. Network Innovations shall not be liable to Customer, nor shall Customer make any claim against Network Innovations or its suppliers, for injury, loss or damage sustained by reason of any unavailability, delay, faultiness or failure of the facilities and services to be provided by Network Innovations pursuant to this Agreement.

(6) 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. Network Innovations reserves the right to decline any credit card transaction.

(7) Limitation of Liability: The satellite services provided by Network Innovations may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. Network Innovations makes no representation that it can provide uninterrupted service. Furthermore,

Network Innovations shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of Network Innovations. Network Innovations 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.

NETWORK INNOVATIONS 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. NETWORK INNOVATIONS SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS IF CAUSED BY THE SOLE NEGLIGENCE OF NETWORK INNOVATIONS.

(8) Subscriber Terminals and Equipment: Unless provided otherwise, Network Innovations is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer should notify Network Innovations immediately, but will still be held responsible for all charges as agreed upon in this Agreement.

(9) 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. Network Innovations does not guarantee any authority to radiate from territories other than those allowing trans-border operations of satellite equipment.

(10) Software License: This is a license, not a sales agreement, between you and Network Innovations. You are granted a non-exclusive, non-transferable (except as provided below) right to use the copy of the software program(s) (the "SOFTWARE"), any accompanying hardware (the "HARDWARE"), and any accompanying documentation in accord with the terms set forth in this agreement. The SOFTWARE, HARDWARE, and accompanying documentation are protected by copyright, trademark, and other intellectual property laws and by international treaty provisions. Therefore, you must treat the SOFTWARE, HARDWARE, and accompanying documentation like any other copyrighted or otherwise protected material (e.g. a book or recording) except that:

You may: 1) Install the SOFTWARE and HARDWARE on only one computer; 2) Physically transfer the SOFTWARE and HARDWARE from one computer to another provided that the SOFTWARE and HARDWARE is used on only one computer at a time;

You may not: 1) Use the SOFTWARE and/or HARDWARE on more than one computer at a time; 2) Modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy (except for backup) the SOFTWARE, HARDWARE, or the accompanying documentation; 3) Rent or lease any rights in the SOFTWARE, HARDWARE, or accompanying documentation to any person; 4) Remove any proprietary notices, labels or marks on the SOFTWARE, HARDWARE, documentation and/or containers.

All rights, title, interest, and all copyrights and intellectual property rights in and to the SOFTWARE, HARDWARE, documentation, and any copy made by you remain with Network Innovations. Unauthorized copying of the SOFTWARE, HARDWARE, or the documentation, or failure to comply with the above restrictions, will result in automatic termination of this license and will make available to Network Innovations other legal remedies. Your sole remedy under this License Agreement shall be repair or replacement as provided in the warranty.

NETWORK INNOVATIONS SOLE AND EXCLUSIVE MAXIMUM LIABILITY FOR ANY CLAIM BY YOU OR ANYONE CLAIMING THROUGH OR ON BEHALF OF YOU ARISING OUT OF YOUR ORDER OR THE WARRANTY SHALL NOT IN ANY EVENT EXCEED THE ACTUAL AMOUNT PAID BY YOU TO NETWORK INNOVATIONS FOR THE PRODUCT. IN NO EVENT SHALL NETWORK INNOVATIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, EXEMPLARY, CONSEQUENTIAL, OR SPECIAL DAMAGES OR DAMAGES FOR THE LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES ARISING OUT OF YOUR ORDER OF SOFTWARE, HARDWARE, OR DOCUMENTATION DELIVERED UNDER IT OR OUT OF THE WARRANTY, INCLUDING WITHOUT LIMITATION, LOSS OF USE, PROFITS, GOODWILL OR SAVINGS OR LOSS OF DATA, DATA FILES OR PROGRAMS THAT MAY HAVE BEEN STORED BY THE USER. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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

(12) CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL ONLY BE BROUGHT IN STATE COURT IN BROWARD COUNTY, FLORIDA. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.