

Mackay Communications – Satellite Services
 3691 Trust Drive - Raleigh, North Carolina 27616
 +1 (919) 850-3100
 www.mackaysatellite.com Email: satserv@mackaycomm.com



RETURN COMPLETED FORM BY FAX: +1 (919) 954-1707

ISAT PRO/NORTH AMERICA PLAN

Sales Rep/Contact:

1. CUSTOMER/COMPANY INFORMATION

Number of SIM cards requested: _____

Company: City of Gainesville
 Customer: Gainesville Police Department
 Phone: 352-393-7512 Fax: 352-334-2345 Mobile: _____
 Email: scott1@cityofgainesville.org
 Address: 413 NW 8th Ave
 City: Gainesville State FL Zip/Postal 32601 Country USA

2. SHIPPING INSTRUCTIONS

(DO NOT USE P.O. BOX)

☐ Residence ☐ Commercial ☐ Government

Company: City of Gainesville E-mail: _____
 Attention: Capt. Lonnie Scott Phone: 352-393-7531
 Address: 413 NW 8th Ave
 City: Gainesville State: FL Zip: 32601 Country: USA

Method: ☒ Ground ☐ 2-days ☐ 3-days ☐ Overnight

If shipping on your courier account, please specify:

Courier: ☐ UPS ☐ FedEx ☐ DHL Bill Customer's Courier Account # _____

Method: ☒ Ground ☐ 2-days ☐ 3-days ☐ Overnight

3. BILLING & CREDIT INFORMATION

* REQUIRED

Purchase Order #: _____ Credit Card Details:

Credit Card Payment: ☐ User ☐ Company ☐ MasterCard ☒ Visa ☐ Discover ☐ AMEX

Credit Card Number: 4715 2900 1362 2365 Exp. Date: 07/15 Security Code *: 278

Card holder name: Denise Lindsay

Billing Address: PO Box 125

City: Gainesville State: FL Zip/Postal: 32602 Country: USA

* **REQUIRED SECURITY CODE:** All MasterCard, Visa and Discover cards have a 3-digit code imprinted on the back of the card along the signature strip. AMEX cards have a 4 digit number imprinted above the last number on the front of the card.

IMPORTANT NOTE: Mackay Communications does not accept third party credit cards. Billing and payment must be made in U.S. Dollars (\$). All non-United States orders must be paid in full by wire transfer.

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⊕ Activation Fee: \$50.00

ISAT PHONE PRO / ISAT PHONE LINK NORTH AMERICA PLANS

Plan	Monthly Subscription	Implied Minutes Per Month	Annual Subscription	Implied Minutes Per Year
Minimum Duration	12 Months		12 Months	
Emergency Plan	\$ 24.95	10 Mins	\$ 299.99	120 Mins
Keep in Touch Plan	\$ 39.99	50 Mins	\$ 479.99	600 Mins
Keep on Talking Plan	\$ 59.99	150 Mins	\$ 719.99	1800 Mins
Power Plan	\$ 99.99	250 Mins	\$ 1,199.99	3000 Mins

<u>Airtime Services</u>	
Voice/Voicemail/Voice to Cell	\$ 0.98
Voice/Voicemail/Voice to Cell Out of Region	\$ 2.45
BGAN/FB/SB Voice	\$ 0.98
BGAN/FB/SB Voice Out of Region	\$ 2.45
GSPS Voice	\$ 0.98
GSPS Voice Out of Region	\$ 2.45
SMS	\$ 0.39
<u>To other MSS Services</u>	
Iridium Voice	\$ 7.70

The allowance can only be used for calls originating within the predefined North American Geographical region.

If a call originates outside of the North American Geographical region then the Outside Geographical Price Plan rates will apply

All mobile originated (MO) voice traffic within the designated North American Geographic region from an IsatPhone Pro terminal to fixed and cellular destinations are included within the Geographical North American Plan SMS and calls to GSPS, BGAN/FB/SB, Voicemail and Existing and Evolved Inmarsat services as well as other Mobile Satellite Networks and calls to DP Prepay Platforms are not included within the allowance

The North American Geographic region is defined as mainland United States, Alaska and Canada, and does not include Hawaii.

Purchaser has reviewed and agrees to be bound by the terms of this Service Agreement and the *Additional Terms & Conditions*, attached hereto. Customer also acknowledges that a credit check may be requested prior to service activation, if Mackay Communications deems warranted.

 Customer Signature

 Date

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Additional Terms & Conditions

This is our agreement with you, our customer, if you have any questions, please contact your local Mackay representative or our customer service department at 1-919-850-3100.

Agreement. These Additional Terms and Conditions of Service ("Terms") apply to all Services provided to you by Mackay. The Terms, the rates we agree to provide you ("Rates") and any applicable federal and jurisdiction law and applicable tariff (collectively, "Applicable Laws") are the agreement between you and us for Service ("Agreement"). If there is a conflict, Applicable Laws control over the Terms.

Taxes. If Purchaser is required to pay for Equipment as provided herein, Purchaser shall be responsible for and pay all license fees (including export licenses, fees and taxes), sales, use, service use, occupation, retailer's occupation, personal property and excise taxes and all other fees, assessments or taxes which may be assessed or levied by any national, jurisdiction or local government and any departments and subdivision thereof that Mackay may be required to pay or collect with respect to the sale, purchase, delivery, storage, processing, use or consumption of any Equipment covered herein (collectively, "Taxes"). If any Taxes are determined to be applicable to this purchase, the amount of such Taxes shall be added to the purchase price, or Purchaser may provide an executed resale exemption certificate as required by the taxing authorities having jurisdiction with respect thereto to establish Purchaser's exempt status with respect to such Taxes as a reseller of Equipment.

Service Rules. Service and Equipment may not be used for any unlawful, fraudulent or abusive purpose, and by requesting Service, you agree that you will use Service and Equipment as required by all Applicable Laws. You also agree that you will not use or permit the use of Service or Equipment for foul or profane expressions or to impersonate another person with fraudulent or malicious intent or in such a way as to annoy, abuse, threaten or harass any person. For your own safety, and to protect the integrity of the Mackay Communications Inc product, do not resell your service or allow any alteration of the electronic serial numbers or other parts of your mobile phone and/or SIM card. In addition, you must agree to follow all service regulations issued or adopted by Mackay Communications Inc.

Telephone Numbers. You have been assigned a mobile phone number, however you do not own this number. Mackay may in the future be required to change your number. We will not be liable for this change but will notify you of it in advance.

Availability. Service is available within the operating range of Inmarsat's satellites. Coverage and quality of Service may be affected by conditions beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Service. Equipment will not work on any telecommunications system other than the Inmarsat Satellite System.

SIM Cards. The information contained in any SIM Cards provided to you is the property of Mackay. You agree that you shall not remove, use, transmit, provide to a third party, or otherwise interfere with the information contained in the SIM Cards.

Loss or Theft. If the SIM Card is lost or stolen, you must notify us immediately at the phone numbers provided herein. You are responsible for all charges for Service provided to the lost or stolen Equipment or SIM Card before you notify us of the loss or theft. We may require that you provide evidence of the loss or theft (e.g., a police report or affidavit). You must notify us if you suspect your Equipment is being used in any unlawful or fraudulent manner. You are responsible for all charges for Service provided to the Equipment before you notify us of the suspected unlawful or fraudulent use. We will deactivate Service to upon notification of any loss, theft or suspected unlawful or fraudulent use. We can deactivate Service to the Equipment without prior notice if we suspect any unlawful or fraudulent use of the Equipment. You agree to reasonably cooperate with us in investigating suspected unlawful or fraudulent use.

Paying Your Bill: Your invoice will include charges for monthly service fees and airtime usage. Where prior credit arrangements have been established, payment is due upon receipt of the invoice. Late payment service charges of 1.5% interest per month will be applied on unpaid balances. Payment will be applied first against service charges.

Mackay reserves the right to change rates within 30 days written notice. Other miscellaneous features or directory charges may change over the course of your contract. At the end of your term your service will be renewed on a yearly basis, and if at this time your rate plan is no longer available, Mackay will provide you with an alternative rate plan.

Deposit. If your credit rating or usage charges warrant, Mackay may require either a refundable deposit or pre-authorization on your credit card. This deposit or pre-authorization may be used to pay any account balance in arrears.

Temporary Service Interruption. Mackay will not be liable for any miscommunications that occur if you experience a temporary disruption of service due to maintenance, repair, or failure of our partners' networks overseas.

Limitations of Liability. Except for physical injuries, death or damage to property cause by our negligence, Mackay is not liable for: Any damages, loss of profits, loss of property, loss of earnings, loss of business opportunities, personal injury, death or any other loss however caused, resulting directly or indirectly in connection with this Agreement or your use of the Service, including 911, roaming or other services and features;

This limitation applies to acts or omissions of Mackay, its employees, agents and persons for whom it is legally responsible, whether negligent or otherwise; This limitation does not apply to the disclosure of customer confidential information.

Confidentiality. With the exception of your name and address, all information you've shared with us is considered confidential and will not be released by Mackay to anyone other than yourself or: Another telecommunications service provider, on a confidential basis, and provided the information is to be used solely to offer efficient and effective telecommunications services; An agency regarding collections and credit performance or other administrative functions, provided the information is released solely for such purposes; A law enforcement agency whenever Mackay has reasonable grounds for believing that you have knowingly supplied Mackay with false or misleading information or that you are involved in unlawful activities directed against Mackay Communications Inc.

Terminating Your Agreement. Mackay requires 30 days written notice prior to terminating your service. Mackay Communications Inc may interrupt or cancel your service any time if you violate any term of this agreement. You will be responsible for all charges outstanding on the date of termination.

Complete Agreement. I accept that this agreement cannot be modified by any sales representative, agent or Mackay employee. I understand that this agreement is not transferable without the written consent of Mackay

Customer Signature: _____

Date: _____

Addendum: City of Gainesville

Public Records requirements for Independent Contractor providing services:

Florida has a very broad public records law. By entering into an agreement with the City/CRA, the contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act the contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City/CRA in order to perform the service;

b) Provide the public with access to public records on the same terms and conditions that the City/CRA would provide the records and at a cost that does not exceed the cost provided by law;

c) Ensure all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

d) Meet all requirements for retaining public records and transfer, at no cost, to the CRA/City all public record in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City/CRA in a format that is compatible with the information technology systems of the City/CRA. Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the contract between City/CRA and contractor. City/CRA may pursue all remedies for breach of this Agreement.

Records/Audit requirement

Contractor/consultant shall maintain records sufficient to document their completion of the scope of work established by the Contact Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the scope of work or termination of the Agreement, whichever first occurs. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.