



**Address:**  
8637 E Sandalwood Dr  
Scottsdale, AZ 85250

**Phone:** 1-888-596-8735

**Intl:** 1-480-348-0442

**Fax:** 1-425-940-4691

## **RBgan Purchase Agreement**

### **Section A - Tempest Telecom Terms & Conditions – Equipment Sales**

This is an agreement between TEMPEST TELECOM a provider of Inmarsat, Globalstar, Hughes and Iridium Satellite Equipment and Services and the customer listed in section E of this agreement. 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. All other forms of payment are accepted on pre approval only.
- 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 agreement of future payment for all debts. Acceptance of this agreement and acceptance of equipment is the CUSTOMER's guarantee to pay all debts.

#### **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. However we can not guarantee items will be shipped when requested, if you have time sensitive needs please call to confirm. Any returns, including Rental Return costs are the responsibility of the customer.

We reserve the right to substitute similar shipping services if necessary. (eg. UPS 3 Day for Fedex 3 Day or USPS Priority)

Refused or undeliverable shipments will be subject to a restocking fee of 20% in addition to applicable shipping, transaction and insurance fees. You have 1 day to accept equipment, however service fees, monthly fees, activation and any non-equipment fee is NOT refundable. Tempest Telecom does not ship to APO addresses or Post Office Boxes unless prior approval is given.

#### **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 – Satellite Service

### 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

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 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 of one or two years 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. Rates and Data Transmission Charges

#### **CUSTOMER IS SOLELY RESPONSIBLE FOR MONITORING USAGE AND BECOMING FAMILIAR WITH ALL USAGE CHARGES PRIOR TO USING THE UNIT**

**4.1 Activation Fees** – Activation fees are due prior to shipping of the satellite unit and are based on the plan purchased. See Section C

**4.2 Monthly Fees** - Monthly fees are payable at the end of each month. If the customer is unable to pay for any given month, the remaining months will be considered due in full. Fees are based on the plan. Some monthly plans include an amount of data MBs, dedicated data Minutes, SMS messages, or voice Minutes included. These minutes/data/messages are non-refundable if not used at the end of each month. See Section C

**4.3 Background IP Transmission Charges** – Transmission of data via the Internet is billed in terms of MB (Megabytes). Customer confirms that they are familiar with MBs and will be able to use the system in a reasonable manner in which they will be able to pay for data transmission. In the event the customer uses an amount of data which they are unable to afford, payment is still due. Minimum data transmission is 50 Kbytes (.05 MB) and is billed in 50 Kbytes (.05 MB) increments. See Section C

### 5. Early terminations

Early terminations are subject to a \$200.00 cancellation fee plus any outstanding monthly fees. Customer may renew for successive one (1) year service periods at the same terms and conditions contained herein. Notice of termination should be made in writing to the TEMPEST TELECOM Customer Service Department at 8637 E Sandalwood Dr Scottsdale AZ 85250 no less than thirty (30) days prior to the expiration of any term of this Agreement. This Service Agreement cannot be assigned without the written consent of TEMPEST TELECOM.

TEMPEST TELECOM reserves the right to terminate this Contract at any time during the contract period.

### 6. Invoicing and Guarantee of Payment of Services

TEMPEST TELECOM will invoice customer monthly. This bill is due and payable upon receipt. 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.

### 7. 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.

### 8. Deposits

Mobile Satellite services are granted subject to credit approval by TEMPEST TELECOM. TEMPEST TELECOM 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.

**9. 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 TEMPEST TELECOM all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by TEMPEST TELECOM in exercising any of its rights under the Agreement. Should Customers service be suspended for non-payment TEMPEST TELECOM will charge a decommissioning fee of \$50.00 per mobile terminal for re-activation of the suspended terminal.

**10. Contractual Limitations**

During the contract period, customer may change their pricing plan to a higher bundle free of charge. Moving to a lower pricing plan with fewer included minutes will incur a fee of \$50.00 and will renew the twelve month contract period.

**11. 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.

**12. 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.

**13. Licensing**

Customers wishing to operate satellite equipment 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.

**14. Governing Law**

This contract is governed by the laws of the State of Arizona, a sovereign State with in the united States and applicable tariffs.

**15. Venue**

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 – Service Fees and Rates and Options

RBGAN has a monthly fee of \$35 per month with a 12 month minimum activation

Usage is billed at a rate of \$7.92 per MB

### Optional Equipment Pricing

| RBGAN Options  |                                    |           |
|----------------|------------------------------------|-----------|
| STA-RBBat      | Extra Standard lithium ion battery | \$ 150.00 |
| STA-RBDC       | DC Power Adapter                   | \$ 100.00 |
| STA-RBexAt     | Heavy Duty Remote Antenna          | \$ 850.00 |
| STA-RBSatTrans | Remote Antenna                     | \$ 400.00 |

| Spare Cables and Plugs |                                |      |
|------------------------|--------------------------------|------|
| STA-Ether10            | Ethernet/ISDN Cable (10 meter) | \$25 |
| STA-Ether30            | Ethernet/ISDN Cable (30 meter) | \$30 |
| STA-USB                | USB Cable                      | \$25 |
| STA-Europlug           | EuroPlug Adapter Kit           | \$25 |

## 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 HNS 9101                          | \$475   |                 |            |
| <b>Service Plans (Choose 1 for each unit)</b>                     |         |                 |            |
| <input type="checkbox"/> Standard Plan - (12 Month Minimum)       | \$35/MO |                 |            |
| <b>Optional Equipment (Enter Part Number and Price from List)</b> |         |                 |            |
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| <b>Shipping (call for International Shipping Quotes)</b>          |         |                 |            |
| <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                        |         |                 |            |
|   |         | <b>Total</b>    |            |

**Special Instructions:**

**Section E - Customer Information**

Customer / Company Name

Applicant's Address

City State Zip Country

Phone Number Email

Secondary Contact (Name and Phone)

Countries Unit will be used in

**Shipping Information (If different from Customer Information)**

Customer / Company Name

Address

City State Zip Country

Phone Number

**Credit Card Information**

Visa  MasterCard  American Express

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Expiration Date

3 or 4 Digit Security Code on Back of Card

Name on Card

*I hereby agree to the terms and conditions put forth in this agreement to purchase equipment and purchase service through Tempest Telecommunications. Per this agreement I agree that my credit card may be used for satisfying any costs or debts incurred in the course of rental and service usage. If for any reason my credit card can not be used for payment I agree to make alternate arrangements to satisfy any costs or debts as quickly as possible. Furthermore I have read and agree to all sections of the above agreement.*

X  
Signature and Date

**Initial and Fax ALL Pages to: 1-425-940-4691**

## Wire Option

**FIRST FAX THIS FORM TO:**

1-425-940-4691

**THEN WIRE PAYMENT TO:**

Tempest Telecommunications Inc.

Bank Account Number: 412-1117

Bank Name: Chase Manhattan, Arizona NA - Hilton Village Branch

Bank Address: 6155 N 73<sup>rd</sup> Place Scottsdale Arizona 85251 U.S.A.

SWIFT: CHASUS44

Routing Number: 122100024

**FINALY EMAIL WIRE CONFIRMATION TO:**

[support@tempestcom.com](mailto:support@tempestcom.com)