

# Seatrax

## Airtime & Services Agreement



Please Fax Completed Form to 613 225 7762

### Purchaser Information - PLEASE PRINT CLEARLY IN BLOCK LETTERS

Name: \_\_\_\_\_

Full mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_

Country: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Home Area Code & Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Mobile Telephone #: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Business Telephone #: \_\_\_\_\_ Ext. : \_\_\_\_\_

Installer: \_\_\_\_\_

Device Serial# \_\_\_\_\_

On this date \_\_\_\_\_, Purchaser hereby agrees to Purchase:

QUANTITY	PRODUCT CODE		DESCRIPTION	UNIT PRICE (USD)	TOTAL (USD)
	SSVC - BASE			\$179.00	
		Includes	<b>755 transmissions</b> ; One year access to web mapping; <b>One year</b> satellite base fee; One year of alerts.		
			One-Time Activation Fee	\$35.00	
<b>NOTE: Additional transmissions (emails) over initial purchase will incur additional charges at \$35.00 per 250</b>					
<b>Support Hotline(613) 225-8885 ext 371 \$45.00/15 minutes</b>					
	SSVC - EXTRA		Block(s) of 250 Extra Transmissions (2)	\$35.00	
				Sub Total	
<b>READ DEVICE INSTRUCTIONS CAREFULLY FOR RE-SET TO AVOID ADDITIONAL TRANSMISSION CHARGES.</b>				Express Delivery (3)	
				Grand Total (USD)	

- (1) Airtime Package is required in the first year, and will be automatically be renewed yearly unless cancelled 30 days in advance
- (2) Blocks of Extra transmissions will be automatically charged if and only if transmissions count exceeds 755 transmissions per year
- (3) Delivery charge will be added based on the best available rate for 3 days express delivery from FedEx, UPS, DHL or other

I accept that receipts and correspondence be sent to my email address: \_\_\_\_\_

### Asset Information

Manufacturer	Model and Year	Hull ID, or Call letters or Unique ID	Guardian Serial
Name of Insurance Company:		Policy Number:	
Please send proof of purchase to my insurance:		YES	NO
Email Address of Insurance Agent/Agency:			

## Product Order and Services Agreement

The Purchaser hereby agrees to the following Terms and Conditions:

This Agreement between GMC Guardian Mobility Corporation, its suppliers, Resellers and Partners (all together herein referred to as 'Licensor') on one part, and the Purchaser ('Licensee'), on the other part, is subject to Licensor's Standard Terms and Conditions for licensing and use of Device, Software, Documentation and Services, available at <http://www.guardianmobility.com/EndUserLicenseAgreement.php>, and, **Limited Warranty** Licensor warrants that, for a period of 30 days from the date hereof the Software and Services will perform substantially in accordance with the specifications set out in the Documentation. In addition, Licensor warrants that the Device, excluding the battery, will perform substantially in accordance with specifications for a period of 365 days from the date of shipment of a Device by Licensor to Licensee. The limited warranty on the Device is void if the Device's environmental housing has been opened or tampered with in any way. If the Devices do not so perform during such period, Licensor will use commercially reasonable efforts to replace the faulty device, at no cost to Licensee (other than shipping costs to send the Device to Licensor's site, if necessary). This shall be Licensee's sole remedy for such failure. If the Software or Service does not so perform during such period, Licensor will use commercially reasonable efforts to correct, at no cost to Licensee errors in the Software or Services to make the Software and Services substantially conform to the specifications set out in the Documentation. This shall be Licensee's sole remedy for such failure. This warranty shall not apply to any Devices, Software or other product that has been modified in any way, that has been repaired by any person other than a qualified technician or authorized representative, or when such failure is due to misuse or conditions of use. **Limitations of Remedies and Damages:** (a) EXCEPT AS EXPRESSLY PROVIDED ABOVE, DEVICES, SOFTWARE AND SERVICES ARE PROVIDED TO LICENSEE "AS IS" AND LICENSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE DEVICES, SOFTWARE, DOCUMENTATION AND SERVICES. LICENSOR DISCLAIMS ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE DEVICES, SOFTWARE, DOCUMENTATION AND SERVICES. (b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY STATUTE OR RULE OF LAW TO THE CONTRARY, LICENSOR'S TOTAL CUMULATIVE LIABILITY, FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, FROM OR IN CONNECTION WITH THE LICENSE, USE OR IMPROPER FUNCTIONING OF THE DEVICES, SOFTWARE, DOCUMENTATION AND SERVICES SHALL NOT EXCEED FEES PAID BY LICENSEE PURSUANT TO THIS AGREEMENT. (c) LICENSOR WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OF LICENSEE OR OF ANY THIRD PARTY CLAIMED AGAINST LICENSEE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, OR FAILURE TO REALIZE EXPECTED SAVINGS, HOWEVER CAUSED OR ARISING. THIS SECTION 7 APPLIES REGARDLESS OF THE BASIS ON WHICH THE CLAIM ARISES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH), OR BY THE NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION WILLFUL MISCONDUCT OR OTHER FAULT OF LICENSOR, AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. **Disruption in Service:** The provision of Service to Customer relies on the proper functioning of the Globalstar, Inc. ("Globalstar") System and/or Iridium Satellite LLC ("Iridium") System not under GMC Guardian Mobility Corporation control. Licensor's obligations to provide Service to Customer is subject to each of the following: (a) The proper functioning of the satellite system owned by Globalstar and/or Iridium; (b) The proper functioning of any Globalstar and/or Iridium third party Gateway operator or carrier system relied upon to complete a transmission or call (such as long-distance, roaming, exchange or interconnection providers); and (c) The availability of capacity on the Globalstar and/or Iridium satellite system. **System Limitations:** Be advised of the following constraints on Licensor's ability to provide Service without disruption: (a) Each of Licensor's system and the Globalstar and/or Iridium satellite system is inherently capacity constrained; (b) Service may be refused or limited, without liability to Licensor or Globalstar and/or Iridium, due to capacity limitations, including capacity limitations due to any repair, testing, upgrade or modification work on either Licensor's system or the Globalstar or Iridium satellite systems; (c) Emergency access on the Globalstar and Iridium System by public safety organizations may preempt Customer's use on the system; (d) Service is subject to disruptions and/or deficiencies caused by atmospheric or terrain conditions or in-building conditions; **Limitation of Liability - Licensor.** Customer acknowledges and agrees that the liability of Licensor for damages due to any failure, disruption or degradation in Service shall be limited to the charges imposed for the affected Service for the period such failure, disruption or degradation occurred. IN NO EVENT SHALL LICENSOR OR GLOBALSTAR OR IRIDIUM BE LIABLE, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR LOSS OF PROFITS, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND."

Purchaser has read this Agreement and accepts to be bound by its Terms. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE LICENSE, PLEASE DO NOT INSTALL OR USE THE DEVICES, SOFTWARE OR SERVICES AND PROMPTLY RETURN THE DEVICE(S) TO THE PLACE AT WHICH YOU ACQUIRED IT FOR A FULL REFUND OF ANY LICENSE FEE PAID.

Signed in (City) \_\_\_\_\_, (Country) \_\_\_\_\_.

Purchaser Name \_\_\_\_\_ Purchaser Signature \_\_\_\_\_ Date \_\_\_\_\_

### Credit Card Information

Type of Credit Card:  Visa  MasterCard

Card number: \_\_\_\_\_ Expiry Date \_\_\_\_/\_\_\_\_(mm/yy)

Name on card: \_\_\_\_\_

I hereby authorize the use of my card only for initial charges and for recurring charges identified herein:

Cardholder signature: \_\_\_\_\_

**Please fax completed form to 613 225 7762** (This is the Guardian Mobility business fax, which is located in a secure facility)

For Guardian Use: Approved by: \_\_\_\_\_ Date: \_\_\_\_\_ Message Server User Name: \_\_ Password: \_\_\_\_\_ S/N \_\_\_\_\_