



Pivotel Satellite Pty Limited

ABN 81 099 917 398

**STANDARD AGREEMENT
FOR THE SUPPLY OF
INTEGRATED SATELLITE
AND CELLULAR MOBILE SERVICES**

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Customer Enquiries call **1300 882 448** or visit the web site at

www.pivotel.com.au

National Relay Number

133 677

Translating & Interpreting Service (TIS)

131 450

PART A – SERVICE DESCRIPTION

1. GENERAL INFORMATION

(a) The Service

The Service provided by Pivotel Satellite includes:

- (i) single mode Globalstar/CDMA voice and data services (the '**Globalstar/CDMA Service**');;
- (ii) dual mode Globalstar/GSM voice and data services (the '**Globalstar/GSM Service**');;
- (iii) single mode Globalstar voice and data services (the '**Globalstar Service**');;
- (iv) single mode Iridium voice and data services (the '**Iridium Service**');;
- (v) single mode Thuraya voice and data services (the '**Thuraya Service**');;
- (vi) dual mode Thuraya voice and data services (the '**Thuraya/GSM Service**');;
- (vii) Thuraya high speed IP data services (the '**Thuraya IP Data Service**');;
- (viii) 3G/GSM voice and data services on the Vodafone Wholesale Network (the '**Swift Service**');;
- (ix) 2G/GSM voice and data services on the Telstra Wholesale Network (the '**Classic Service**');;
- (x) personal satellite communication messaging services (the '**Personal Satellite Communications Service**'); and
- (xi) Internet based tracking and telemetry services (the '**TracerTrak Service**').

Pivotel Satellite operates the Globalstar Network and promotes and sells the Globalstar Service and the Globalstar Simplex Service.

The Globalstar/CDMA Service incorporates the Globalstar Service. The Customer acquires the Globalstar Service from Pivotel Satellite.

The Globalstar/GSM Service incorporates both the Globalstar Service and the Swift Service. The Customer acquires both the Globalstar Service and the Swift Service from Pivotal Satellite. Pivotal Satellite provides the Swift Service using the Vodafone Wholesale Network.

The Customer acquires the Iridium Service from Pivotal Satellite. Pivotal Satellite provides the Iridium Service using the Iridium Network. The Iridium Service is a SIM based service. When the SIM is inserted into a GSM Compatible Handset, the Iridium Service incorporates either the Swift Service or the Classic Service. Pivotal Satellite provides the Swift Service using the Vodafone Wholesale Network, which is capable of supporting 3G/GSM Services and 3G Services. Pivotal Satellite provides the Classic Service using the Telstra Wholesale Network, which is capable of supporting 2G/GSM Services.

In addition to use in conjunction with a Satellite Service, the Swift Service and the Classic Service can each be provided on a stand alone basis.

Pivotal Satellite operates the Thuraya Network and promotes and sells the Thuraya Service and the Thuraya IP Data Service.

The Thuraya/GSM Service incorporates both the Thuraya Service and the Swift Service. The Customer acquires both the Thuraya Service and the Swift Service from Pivotal Satellite. Pivotal Satellite provides the Swift Service using the Vodafone Wholesale Network.

The Thuraya IP Data Service offers high speed IP data using the Thuraya Network.

The Personal Satellite Communications Service is a messaging service that incorporates the Globalstar Simplex Service when used in conjunction with Globalstar Simplex Devices, and the Iridium Short Burst Data Service when used in conjunction with Iridium Short Burst Data Devices. The Globalstar Simplex Service is a one way messaging service with messages originated from the Globalstar Simplex Device. The Iridium Short Burst Data Service is a two way messaging service with messages originated from the Iridium Short Burst Data Device, and messages terminated to the Iridium Short Burst Data Device.

Pivotal Satellite is authorised to provide the Service to Customers in Australia.

The Globalstar Service provides the Customer with access to the Globalstar Network within the coverage area of the Globalstar Network in Australia, and if using the Globalstar/GSM service, to the Swift Service available on the Vodafone Wholesale Network in Australia within the coverage area of the Vodafone Wholesale Network.

The Globalstar Simplex Service provides the Customer with access to the Globalstar Network within the Simplex coverage area of the Globalstar Network in Australia.

The Iridium Service provides the Customer with access to the Iridium Network within the coverage area of the Iridium Network in Australia, and based on the supported Call Plan, if the SIM is placed into a GSM Compatible Handset the Swift Service available on the Vodafone Wholesale Network in Australia within the coverage area of the Vodafone Wholesale Network, or the Classic Service available on the Telstra Wholesale Network in Australia within the coverage area of the Telstra Wholesale Network.

The Thuraya Service provides the Customer with access to the Thuraya Network within the coverage area of the Thuraya Network in Australia, and if the SIM is placed into a GSM Compatible Handset the Swift Service available on the Vodafone Wholesale Network in Australia within the coverage area of the Vodafone Wholesale Network.

The Thuraya IP Data Service provides the Customer with access to the Thuraya Network within the coverage area of the Thuraya Network in Australia.

The Swift Service provides the customer with access to the Vodafone Wholesale Network within the coverage area of the Vodafone Wholesale Network in Australia.

The Classic Service provides the Customer with access to the Telstra Wholesale Network within the coverage area of the Telstra Wholesale Network in Australia.

The TracerTrak Service is an Internet based tracking and telemetry service. The TracerTrak service incorporates the Globalstar Simplex Service, the Iridium Short Burst Data Service, the Personal Satellite Communications Service, the Thuraya Service, the Swift Service, and the Classic Service. The TracerTrak Service is accessed on the Internet using login details which include username, password and account details. Customers are responsible for maintaining the security of their login details to prevent unauthorised access to or use of their TracerTrak account.

The Personal Satellite Communications Service and the TracerTrak Service may be used in conjunction with an Emergency Monitoring Service, where an Emergency Monitoring Organisation will monitor for Emergency Messages and notify the appropriate Emergency Response Organisation if an Emergency Message is identified.

(b) Globalstar Handsets

The Globalstar/CDMA Service requires a Single Mode Handset and the Globalstar/GSM Service requires a Dual Mode Handset capable of operating in Satellite and Cellular Mode. The Globalstar Service can be provided on either a Dual Mode Handset or a Single Mode Handset that is capable of operating in Satellite Mode. Cellular Mode is GSM Mode for the Globalstar/GSM Service. The Customer cannot discontinue one part of the Service and continue with another part of the Service.

If the Dual Mode Handset connects to:

- (i) the Globalstar Network in Satellite Mode the Customer will acquire the Globalstar Service for the Globalstar Charges; or
- (ii) the Vodafone Wholesale Network in Cellular Mode the Customer will acquire the Swift Service for the Cellular Charges.

When the Single Mode Handset connects to the Globalstar Network in Satellite Mode the Customer will acquire the Globalstar Service for the Globalstar Charges.

When using the Globalstar/GSM Service, the Customer may use a separate GSM Compatible Handset to acquire the Swift Service for the Cellular Charges.

The Customer will receive one invoice for all calls using the Service.

(c) Iridium Handsets

The Iridium Service is provided using a Single Mode Handset that is capable of operating in Satellite Mode. When the Single Mode Handset connects to the Iridium Network in Satellite Mode the Customer will acquire the Iridium Service for the Iridium Charges.

The Customer may use a separate GSM handset to acquire the Swift Service for the Cellular Charges.

The Customer cannot discontinue one part of the Service and continue with another part of the Service.

The Customer will receive one invoice for all calls using the Service.

(d) Thuraya Handsets

The Thuraya Service can be provided on either a Dual Mode Handset capable of operating in Satellite and Cellular Mode, or a Single Mode Handset that is capable of operating only in Satellite Mode. Cellular Mode is GSM Mode for the Thuraya/GSM Service. The Customer cannot discontinue one part of the Service and continue with another part of the Service.

If the Dual Mode Handset connects to:

- (iii) the Thuraya Network in Satellite Mode, the Customer will acquire the Thuraya Service for the Thuraya Charges; or
- (iv) the Vodafone Wholesale Network in Cellular Mode, the Customer will acquire the Swift Service for the Cellular Charges.

When the Single Mode Handset connects to the Thuraya Network in Satellite Mode the Customer will acquire the Thuraya Service for the Thuraya Charges.

When using the Thuraya/GSM Service, the Customer may use a separate GSM Compatible Handset to acquire the Swift Service for the Cellular Charges.

The Customer will receive one invoice for all calls using the Service.

(e) Thuraya IP Data Terminals

The Thuraya IP Data Service is provided using a Thuraya IP Data Terminal that is capable of operating in Satellite Mode. When the Thuraya IP Data Terminal connects to the Thuraya Network in Satellite Mode, the Customer will acquire the Thuraya Service for the Thuraya Charges.

The Customer will receive one invoice for all calls using the Service.

(f) GSM Compatible Handsets

For SIM based services, including the Globalstar/GSM Service, the Iridium Service, and the Thuraya/GSM Service, the Customer can access the Swift Service by placing the SIM in a GSM Compatible Handset. When the GSM Compatible Handset connects to the Vodafone Wholesale Network in Cellular Mode the Customer will acquire the Swift Service for the Cellular Charges.

For SIM based services including the Iridium Service, the Customer can access the Classic Service by placing the SIM in a GSM Compatible Handset. When the GSM Compatible Handset connects to the Telstra Wholesale Network in Cellular Mode the Customer will acquire the Classic Service for the Cellular Charges.

The Customer will receive one invoice for all calls using the Service.

(g) Globalstar Simplex Devices

A specialised Globalstar Simplex Device is required to access the Globalstar Simplex Service. Globalstar Simplex Devices can be either Dual Mode Simplex Devices supporting the Globalstar Simplex Service and capable of operating in GSM Mode, or a Single Mode Simplex Device capable of supporting the Globalstar Simplex Service only.

If the Dual Mode Simplex Device connects to:

- (i) the Globalstar Network in Simplex Mode the Customer will acquire the Globalstar Simplex Service for the Simplex Charges; or

- (ii) the Vodafone Wholesale Network in Cellular Mode the Customer will acquire the Swift Service for the Cellular Charges; or
- (iii) the Telstra Wholesale Network in Cellular Mode the Customer will acquire the Classic Service for the Cellular Charges.

When the Single Mode Simplex Device connects to the Globalstar Network in Simplex Mode the Customer will acquire the Globalstar Simplex Service for the Simplex Charges.

The Customer cannot discontinue on part of the Service and continue with another part of the Service.

The Customer will receive one invoice for all calls using the Service.

(h) Iridium Short Burst Data Devices

A specialised Iridium Short Burst Data Device is required to access the Iridium Short Burst Data Service. Iridium Short Burst Data Devices can be either Dual Mode Short Burst Data Devices supporting the Iridium Short Burst Data Service and capable of operating in GSM Mode, or a Single Mode Short Burst Data Device capable of supporting the Iridium Short Burst Data Service only.

If the Dual Mode Short Burst Data Device connects to:

- (iv) the Iridium Short Burst Data Network the Customer will acquire the Iridium Short Burst Data Service for the Iridium Short Burst Data Charges; or
- (v) the Vodafone Wholesale Network in Cellular Mode the Customer will acquire the Swift Service for the Cellular Charges; or
- (vi) the Telstra Wholesale Network in Cellular Mode the Customer will acquire the Classic Service for the Cellular Charges.

When the Single Mode Short Burst Data Device connects to the Iridium Short Burst Data Network the Customer will acquire the Iridium Short Burst Data Service for the Iridium Short Burst Data Charges.

The Customer cannot discontinue on part of the Service and continue with another part of the Service.

The Customer will receive one invoice for all calls using the Service.

2. THE GLOBALSTAR SERVICE

(a) General information on the Globalstar Service

With a Single Mode Handset, the customer may use the Single Mode Handset to access Satellite Mode and a separate GSM handset to access Cellular Mode.

For the Dual Mode Handset the Customer may manually select either Satellite Mode or Cellular Mode.

Where the Customer selects Cellular Mode, and if the Dual Mode Handset is out of the coverage area of the Cellular Network prior to the commencement of a call, or is otherwise unable to detect a signal to the Cellular Network, it may automatically seek to establish a connection with the Globalstar Network and to operate in Satellite Mode.

When in Satellite Mode, the Dual Mode Handset communicates directly with up to three satellites in the Globalstar Network, and those satellites establish a connection with a suitable Gateway to allow the relevant call to be terminated on a terrestrial telecommunications network.

The Globalstar Service may be used to make or receive calls in mainland Australia, and Tasmania and up to 500 nautical miles out to sea, to and from:

- (i) telephones connected to the Globalstar Network;
- (ii) telephones connected to Australian telecommunications networks including domestic mobile networks to which Pivotal Satellite is able to terminate calls; and
- (iii) international public telephone numbers.

The Globalstar Service is not available from Australia's external territories, which include Heard Island, McDonald Island, Christmas Islands, Cocos Islands, Cartier Islands and Antarctica. The Globalstar Service may be available as a roaming service internationally. Access to the Globalstar Service outside of Australia is subject to Globalstar coverage being available, and Pivotal Satellite's roaming agreements. Please check with Pivotal Satellite Customer Care on 1300 882 448 for more details about the availability of the Globalstar Service outside Australia.

The Globalstar Service is subject to interconnection arrangements between Pivotal Satellite and the relevant operator of the network with which the called number is associated.

Three radio astronomy exclusion zones apply in a 20km radii band around these radio telescope sites – near Narrabri, near Coonabarabran, and near Parkes in NSW. The exclusion zones will mean that Customers will not be able to make and receive calls in Satellite Mode in these areas.

(b) Roll-out of the Globalstar Service

The Globalstar Service is conducted through three Gateways in Dubbo (NSW), Mt Isa (Qld) and Meekatharra (WA). The Globalstar Service commenced commercial operation from the Dubbo Gateway on 30th March 2000 and through the Meekatharra Gateway and the Mt Isa Gateway in May 2000.

(c) Customer acknowledgements on the Globalstar Service

The Customer acknowledges that:

- (i) when in Satellite Mode the Customer will be charged the Globalstar Charges, which are generally higher than the Cellular Charges for equivalent calls (voice, messaging and data) using the Swift Service;
- (ii) the Customer may also pay the Globalstar Charges to receive calls in Satellite Mode on some Call Plans;
- (iii) when a call is originated in Satellite Mode it will continue in that mode even if the Customer enters into the Cellular Service area during the call;
- (iv) when a call is originated in Cellular Mode and the Customer leaves the Cellular Service Area the call will drop out, also notifying the Customer of the change in Call Rate from Cellular to Satellite. The Customer has the choice to make the call in Satellite Mode and pay the Globalstar Charges;
- (v) to make or receive calls in Satellite Mode, the Dual Mode Handset must have its antenna up and have clear line of sight to a satellite in the Globalstar Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Dual Mode Handset and the satellite. The antenna must not be covered whilst making the call; and
- (vi) the availability of Value Added Services varies between Satellite Mode and Cellular Mode, please check with Pivotal Satellite Customer Care on 1300 882 448 for details.

3. THE GLOBALSTAR SIMPLEX SERVICE

(a) General information on the Globalstar Simplex Service

The Globalstar Simplex Service provides Customers with access to the Globalstar Simplex Network for one way messages sent from Globalstar Simplex Devices. Messages from the Globalstar Simplex Service can be accessed by email, SMS, or by using the Internet.

In order to transmit messages, the Globalstar Simplex Device must be placed in a location with the indicated surface pointing upwards towards the sky. The Globalstar Simplex Device must at all times have a clear view of the majority of the sky.

The Globalstar Simplex Service may be accessed from mainland Australia and Tasmania, and up to 500 nautical miles out to sea. The Globalstar Simplex Service is also available from any international locations where Globalstar Simplex coverage is provided.

When the Globalstar Simplex Device connects to the Globalstar Simplex Network, the Customer will acquire the Globalstar Simplex Service for the Globalstar Simplex Charges.

(b) Roll-out of the Globalstar Simplex Service

The Globalstar Simplex Service is conducted through two Gateways in Dubbo (NSW), and Meekatharra (WA). It commenced commercial operation nationally in June 2007.

4. THE IRIDIUM SERVICE

(b) General information on the Iridium Service

The customer must use the Single Mode Handset to access Satellite Mode, and may insert the SIM into a separate GSM Compatible Handset to access the Swift Service.

When in Satellite Mode, the Single Mode Handset communicates directly with satellites in the Iridium Network, and those satellites establish a connection with a suitable Gateway to allow the relevant call to be terminated on a terrestrial telecommunications network.

The Iridium Service may be used to make or receive calls in mainland Australia, Tasmania, and Australia's external territories, which include Heard Island, McDonald Island, Christmas Islands, Cocos Islands, Cartier Islands and Antarctica. The Iridium Service is a global service providing global coverage, to and from:

- (i) telephones connected to the Iridium Network;
- (ii) telephones connected to Australian telecommunications networks including domestic mobile networks to which Pivotal Satellite is able to terminate calls; and
- (iii) international public telephone numbers.

The Iridium Service is subject to interconnection arrangements between Pivotal Satellite and the relevant operator of the network with which the called number is associated.

Three radio astronomy exclusion zones apply in a 20km radii band around these radio telescope sites – near Narrabri, near Coonabarabran, and near Parkes in NSW. The exclusion zones will mean that Customers will not be able to make and receive calls in Satellite Mode in these areas.

(c) Roll-out of the Iridium Service

The Iridium Service commenced commercial operation in February 2008.

(d) Customer acknowledgements on the Iridium Service

The Customer acknowledges that:

- (i) when in Satellite Mode the Customer will be charged the Iridium Charges, which are generally higher than the Cellular Charges for equivalent calls (voice, messaging and data) using either the Swift Service or the Classic Service;
- (ii) to make or receive calls in Satellite Mode the Single Mode Handset must have its antenna up and have clear line of sight to a satellite in the Iridium Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Single Mode Handset and the satellite. The antenna must not be covered whilst making the call; and
- (iii) the availability of Value Added Services varies between Satellite Mode and Cellular Mode, please check with Pivotal Satellite Customer Care on 1300 882 448 for details.

5. THE IRIDIUM SHORT BURST DATA SERVICE

(c) General information on the Iridium Short Burst Data Service

The customer must use an Iridium Short Burst Data Device to access the Iridium Short Burst Data Service.

The Iridium Short Burst Data Device communicates directly with satellites in the Iridium Short Burst Data Network, and those satellites establish a connection with a suitable Gateway to allow the relevant message to be originated or terminated on a terrestrial telecommunications network.

The Iridium Short Burst Data Service may be used to send or receive messages in mainland Australia, Tasmania, and Australia's external territories, which include Heard Island, McDonald Island, Christmas Islands, Cocos Islands, Cartier Islands and Antarctica. The Iridium Service is a global service providing global coverage, to and from:

- (iv) Iridium Short Burst Data Devices connected to the Iridium Short Burst Data Network;
- (v) devices connected to Australian telecommunications networks including domestic mobile networks to which Pivotal Satellite is able to terminate messages; and
- (vi) devices connected to international telecommunications networks to which Pivotal Satellite is able to terminate messages.

The Iridium Short Burst Data Service is subject to interconnection arrangements between Pivotal Satellite and the relevant operator of the network to which the message is sent or from which the message is received.

(d) Roll-out of the Iridium Short Burst Data Service

The Iridium Short Burst Data Service commenced commercial operation in February 2008.

(e) Customer acknowledgements on the Iridium Short Burst Data Service

The Customer acknowledges that:

- (iv) the Customer will be charged the Iridium Short Burst Data Charges;
- (v) to send or receive messages in Satellite Mode the Iridium Short Burst Data Device must have a clear line of sight to a satellite in the Iridium Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Iridium Short Burst Data Device and the satellite. The antenna must not be covered whilst sending or receiving messages; and
- (vi) the availability of Value Added Services varies between Satellite Mode and Cellular Mode, please check with Pivotal Satellite Customer Care on 1300 882 448 for details.

6. THE THURAYA SERVICE

(d) General information on the Thuraya Service

With a Single Mode Handset, the customer may use the Single Mode Handset to access Satellite Mode and a separate GSM handset to access Cellular Mode.

For the Dual Mode Handset the Customer may manually select either Satellite Mode or Cellular Mode.

Where the Customer selects Cellular Mode, and if the Dual Mode Handset is out of the coverage area of the Cellular Network prior to the commencement of a call, or is otherwise unable to detect a signal to the Cellular Network, it may automatically seek to establish a connection with the Thuraya Network and to operate in Satellite Mode.

When in Satellite Mode, the Dual Mode Handset communicates directly with a satellite in the Thuraya Network, and that satellite establishes a connection with a suitable Gateway to allow the relevant call to be terminated on a terrestrial telecommunications network.

The Thuraya Service may be used to make or receive calls in mainland Australia, and Tasmania and up to 500 nautical miles out to sea, to and from:

- (i) telephones connected to the Thuraya Network;
- (ii) telephones connected to Australian telecommunications networks including domestic mobile networks to which Pivotal Satellite is able to terminate calls; and
- (iii) international public telephone numbers.

The Thuraya Service is not available from Australia's external territories, which include Heard Island, McDonald Island, Christmas Islands, Cocos Islands, Cartier Islands and Antarctica. The Thuraya Service is available for use outside of Australia subject to Thuraya coverage being available.

Please check with Pivotal Satellite Customer Care on 1300 882 448 for more details about the availability of the Thuraya Service outside Australia.

The Thuraya Service is subject to interconnection arrangements between Pivotal Satellite and the relevant operator of the network with which the called number is associated.

(e) Roll-out of the Thuraya Service

The Thuraya Service commenced commercial operation in April 2013.

(f) Customer acknowledgements on the Thuraya Service

The Customer acknowledges that:

- (i) when in Satellite Mode the Customer will be charged the Thuraya Charges, which are generally higher than the Cellular Charges for equivalent calls (voice, messaging and data) using the Swift Service;
- (ii) when a call is originated in Satellite Mode it will continue in that mode even if the Customer enters into the Cellular Service area during the call;
- (iii) when a call is originated in Cellular Mode and the Customer leaves the Cellular Service Area the call will drop out, also notifying the Customer of the change in Call Rate from Cellular to Satellite. The Customer has the choice to make the call in Satellite Mode and pay the Thuraya Charges;
- (iv) to make or receive calls in Satellite Mode the Dual Mode Handset must have its antenna up and have clear line of sight to the Thuraya Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Dual Mode Handset and the satellite. The antenna must not be covered whilst making the call; and
- (v) the availability of Value Added Services varies between Satellite Mode and Cellular Mode, please check with Pivotal Satellite Customer Care on 1300 882 448 for details.

7. THE THURAYA IP DATA SERVICE

(e) General information on the Thuraya IP Data Service

The customer may use the Thuraya IP Data Terminal to access the Thuraya IP Data Service in Satellite Mode.

When in Satellite Mode, the Thuraya IP Data Terminal communicates directly with a satellite in the Thuraya Network, and that satellite establishes a connection with a suitable Gateway to allow the relevant call to be terminated on a terrestrial telecommunications data network.

The Thuraya IP Data Service may be used to make or receive calls in mainland Australia, and Tasmania and up to 500 nautical miles out to sea, to and from:

- (i) Thuraya IP Data Terminals connected to the Thuraya Network;

- (ii) IP enabled devices connected to Australian telecommunications data networks;
and
- (iii) IP enabled devices connected to international telecommunications data networks.

The Thuraya IP Data Service is not available from Australia's external territories, which include Heard Island, McDonald Island, Christmas Islands, Cocos Islands, Cartier Islands and Antarctica. The Thuraya IP Data Service is available for use outside of Australia subject to Thuraya coverage being available.

Please check with Pivotal Satellite Customer Care on 1300 882 448 for more details about the availability of the Thuraya IP Data Service outside Australia.

The Thuraya IP Data Service is subject to interconnection arrangements between Pivotal Satellite and the relevant operator of the telecommunications data network to which the IP enabled device is connected.

(f) Roll-out of the Thuraya IP Data Service

The Thuraya IP Data Service commenced commercial operation in April 2013.

(g) Customer acknowledgements on the Thuraya IP Data Service

The Customer acknowledges that to transmit or receive IP data in Satellite Mode the Thuraya IP Data Terminal must have its antenna oriented to have a clear line of sight to the Thuraya Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Thuraya IP Data Terminal and the satellite. The antenna must not be covered whilst transmitting or receiving IP data.

8. THE CELLULAR SERVICE

(a) General information on the Cellular Service

The Cellular Service provides Customers with access to a public mobile telecommunication service the Vodafone Wholesale Network for the Swift Service, and using the Telstra Wholesale Network for the Classic Service, and is used to make and receive voice calls to and from:

- a) telephones connected to the Service;
- b) telephones connected to other Australian telecommunications networks including domestic mobile networks to which the relevant Network is able to terminate calls; and

- c) international public telephone numbers.

The Cellular Service is subject to network capacity and interconnection arrangements between Pivotal Satellite, and Telstra for the Classic Service, or Pivotal Satellite and Vodafone for the Swift Service and the relevant operator of the network with which the called number is associated.

(b) Roll-out of the Cellular Service

The Swift Service uses the Vodafone Wholesale Network and commenced commercial operation nationally on 30th March 2000.

The Classic Service uses the Telstra Wholesale Network and commenced commercial operation nationally on 21st December 2007.

9. THE TRACERTRAK SERVICE

(a) General information on the TracerTrak Service

The TracerTrak Service provides Customers with access to an Internet based tracking and telemetry application.

The TracerTrak Service incorporates the Globalstar Simplex Service, the Iridium Service, the Swift Service, and the Classic Service. The TracerTrak Service is accessed on the Internet using login details which include username, password and account details. Customers are responsible for maintaining the security of their login details to prevent unauthorised access or use of their TracerTrak account.

When the Customer connects devices to the TracerTrak tracking or telemetry application, the Customer will acquire the TracerTrak Service for the TracerTrak Charges.

(b) Roll-out of the TracerTrak Service

The TracerTrak Service commenced commercial operation nationally in October 2007.

(c) Personal Satellite Communications Service with TracerTrak

The Globalstar Simplex Device known as SPOT, and the Iridium Short Burst Data Device known as InReach, using the Personal Satellite Communications Service can be used in conjunction with TracerTrak.

Tracking capabilities and Emergency Message capabilities are available with both devices when used in conjunction with the Personal Satellite Communications Service.

When enabled, TracerTrak can also support the Emergency Monitoring Service from the GEOS IERCC (GEOS International Emergency Response Call Centre). More information about GEOS is available from www.geosalliance.com.

GEOS coordinates emergency response with various local emergency response agencies including with AMSA, and with police services in the various Australian jurisdictions.

10. VALUE ADDED SERVICES AND SPECIAL SERVICES

The following Value-Added Services are available with the Service.

(a) Operator Services:

- calls to emergency services: by dialling the Australian emergency call number Triple Zero (000) within Australia or the international emergency number 112, the Customer will be connected straight through to emergency services - emergency calls made from outside Australia may require different numbers, please check with Pivotel Satellite Customer Care on 1300 882 448; and
- network problem reporting: to report any difficulties or faults with the Service dial Pivotel Satellite Customer Care on 1300 882 448 from within Australia (free call when using the Service) and +61 7 5630 3009 (charged call when using the Service) for calls made from outside Australia.

(b) Value Added Services and Special Services

Once Connected to the Service, the Customer may have access to Pivotel Satellite's Value Added Services and Special Services, which are divided into calls to certain numbers.

(i) Call Options

Customers who have Pivotel Satellite's approval may call:

- 13/1300 and 1800 numbers;
- maritime, remote and satellite services;
- 19XX numbers;
- 15XX numbers (not available for the Classic Service and otherwise excluding 1500, 1505, 1512, 1513, 1540, 1571 and 1575); and
- international numbers.

Satellite data communications are available for calls on the Service from Customers with appropriate equipment. Customers with appropriate equipment can also receive calls using Pivotal Satellite's fax and data service when in Satellite Mode or Cellular Mode. Please contact Pivotal Satellite Customer Care on 1300 882 448 for more details about the data equipment required.

(ii) Pivotal Satellite's Value Added Services

Pivotal Satellite's Value Added Services are a suite of answering and message services, available with the Services. The availability of Value Added Services varies between Satellite Mode and Cellular Mode, and is different between the Classic Service and the Swift Service, please check with Pivotal Satellite Customer Care on 1300 882 448 for details. Pivotal Satellite's Value Added Services include:

- Voicemail: is available in Satellite Mode and Cellular Mode.
- Calling Line Identity: this default service allows Customers with certain mobile phones to identify an incoming caller before they answer the call. To de-activate the service dial Pivotal Satellite Customer Care on 1300 882 448. To de-activate on a call-by-call basis dial 1831 before the called number (not supported in Satellite Mode for customers using the Globalstar/CDMA Service);
- Call Barring: this service is a security option which allows incoming and/or outgoing calls to be barred. For assistance with this service, call Pivotal Satellite Customer Care on 1300 882 448;
- Call Forwarding: this service allows Customers to forward calls to their mobile number to another domestic Australian telephone number;

Please note that Pivotal Satellite is not obliged to, and does not maintain a record of a Customer's voicemails once they have been deleted.

These services can be used as required without incurring a monthly subscription fee. Customers only pay for the services actually used. Rates for using voicemail services are indicated in the relevant Call Plan.

(c) **Vodafone Branded Services**

Vodafone Branded Services are available to Customers using the Globalstar Service, the Iridium Service, the Thuraya Service or the Swift Service for a limited time (not available for the Classic Service), and may be withdrawn at any time by Pivotal Satellite. Vodafone Branded Services include:

- 1-2-3 Directory Assistance: by dialling 1-2-3 from a mobile phone in Satellite Mode, or in conjunction with the Swift Service, or by dialling 0414 123 123 from any other phone, a Vodafone assistant will provide help and assistance at any time.
- 1-2-3 Directory Assistance with THRUconnect: by dialling 123 for directory assistance with THRUconnect, the operator will look up the number and offer to connect the call straight through. No redialling is necessary. For overseas directory assistance, dial 1225. THRUconnect is not available for international numbers or calls made outside of a Satellite Service Network or otherwise than in conjunction with the Swift Service.
- 1-2-3 Information Services: provides up to date information regarding sport, entertainment, accommodation in most areas.

(d) Sensis Branded Services

Sensis Branded Services are available to Customers using the Classic Service only, for a limited time, and may be withdrawn at any time by Pivotal Satellite. Sensis Branded Services include:

- Sensis 1234: by dialling 1234 from a mobile phone with the Classic Service, a Sensis assistant will provide help and assistance at any time.
- Sensis 12356 Directory Assistance with Call Connect: by dialling 12356 for Directory Assistance with Call Connect, the Sensis operator will look up the number and offer to connect the call straight through. No redialling is necessary. For overseas directory assistance, dial 1225. Call Connect is not available for international numbers.

(e) Customer Service

For any enquiries regarding the Service, Customers can call Pivotal Satellite Customer Care on 1300 882 448 from any fixed or mobile phone (free call when using the Service). Pivotal Satellite Customer Care representatives are available between the hours of 8:00 am to 7:00 pm AEST Monday to Friday for general service and billing enquiries.

(f) Coverage

There are certain restrictions on Service coverage in addition to the restrictions set out in Part A. On request, Pivotal Satellite will provide Customers with information about the coverage of the Service throughout Australia, including the Globalstar Service, the Globalstar Simplex Service, the Iridium Service, the Thuraya Service and the relevant Cellular Service Area coverage maps. Coverage maps may be provided on Connection or are generally available on the Pivotal Satellite website at www.pivotal.com.au.

Within certain coverage areas, some local conditions could prevent or interfere with mobile phone reception. Such conditions may include basement car parks, lifts, buildings, vegetation, mountains and road cuttings. There may also be interferences to the Service in buildings or other objects which block the signal to the satellite, or due to maintenance or downtime on satellites.

(g) Getting Started with Pivotal Satellite

Connection to the Globalstar/CDMA Service requires the activation of the Satellite Mode Handset to the Globalstar Network. A Customer's contract with Pivotal Satellite commences on the activation of the Satellite Mode Handset. Full details on activating the Satellite Mode Handset are provided at the point of purchase.

Connection to the Globalstar/GSM Service requires the activation of a SIM, which when inserted into a Globalstar compatible Dual Mode Handset activates the handset to the Globalstar Network and the Vodafone Wholesale Network. A Customer's contract with Pivotal Satellite commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains Pivotal Satellite's property and must be returned on request.

Connection to the Iridium Service requires the activation of a SIM, which when inserted into an Iridium Single Mode Handset activates the handset to the Iridium Network and the Vodafone Wholesale Network, or the Telstra Wholesale Network depending on the Cellular Service associated with the SIM. A Customer's contract with Pivotal Satellite commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains Pivotal Satellite's property and must be returned on request.

Connection to the Thuraya Service requires the activation of a SIM, which when inserted into a Thuraya Single Mode Handset or Thuraya Dual Mode Handset activates the handset to the Thuraya Network and the Vodafone Wholesale Network. A Customer's contract with Pivotal Satellite commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains Pivotal Satellite's property and must be returned on request.

Once Connected to the Globalstar Service, the Iridium Service, the Thuraya Service or a Cellular Service, Customers are offered:

- the use of a mobile phone number;
- fault rectification during Pivotal Satellite's business hours;
- Customer Care service between the hours of 8:00 am to 7:00 pm AEST Monday to Friday, or as otherwise indicated;

- access within Australia to the Globalstar Network for the Globalstar/CDMA Service or access within Australia to the Globalstar Network and the Vodafone Wholesale Network for the Globalstar/GSM Service; or the Iridium Network and the Vodafone Wholesale Network or the Telstra Wholesale Network for the Iridium Service; or the Thuraya Network and the Vodafone Wholesale Network for the Thuraya Service, or the Telstra Wholesale Network for the Classic Service; or the Vodafone Wholesale Network for the Swift Service;
- access to Pivotal Satellite's Value Added Services (where available); and
- for a limited time, access to certain Vodafone Branded Services until withdrawn or for the Classic Service, access to Sensis Branded Services until withdrawn.

Connection to the Thuraya IP Data Service requires the activation of a SIM, which when inserted into a Thuraya IP Data Terminal activates the handset to the Thuraya Network. A Customer's contract with Pivotal Satellite commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains Pivotal Satellite's property and must be returned on request.

Once Connected to the Thuraya IP Data Service, Customers are offered:

- access to Thuraya IP Data Services;
- fault rectification during Pivotal Satellite's business hours; and
- Customer Care service between the hours of 8:00 am to 7:00 pm AEST Monday to Friday, or as otherwise indicated.

Connection to the Globalstar Simplex Service requires the activation of the Simplex Device to the Globalstar Network. A Customer's contract with Pivotal Satellite commences on the activation of the Globalstar Simplex Device. Full details on activating the Globalstar Simplex Device are provided at the point of purchase.

Once Connected to the Globalstar Simplex Service, Customers are offered:

- access to Globalstar Simplex messages;
- fault rectification during Pivotal Satellite's business hours; and
- Customer Care service between the hours of 8:00 am to 7:00 pm AEST Monday to Friday, or as otherwise indicated.

Connection to the Iridium Short Burst Data Service requires the activation of the Iridium Short Burst Data Device to the Iridium Short Burst Data Network.

A Customer's contract with Pivotal Satellite commences on the activation of the Iridium Short Burst Data Device. Full details on activating the Iridium Short Burst Data Device are provided at the point of purchase.

Once Connected to the Iridium Short Burst Data Service, Customers are offered:

- access to Iridium Short Burst Data messages;
- fault rectification during Pivotal Satellite's business hours; and
- Customer Care service between the hours of 8:00 am to 7:00 pm AEST Monday to Friday, or as otherwise indicated.

Connection to the TracerTrak Service requires the activation of a TracerTrak account and the activation of suitable tracking or telemetry devices. A Customer's contract with Pivotal Satellite commences on the activation of the TracerTrak account. Full details on activating the TracerTrak account are provided at the point of purchase.

Once Connected to the TracerTrak Service, Customers are offered:

- access to Internet based TracerTrak tracking and telemetry services;
- fault rectification during Pivotal Satellite's business hours; and
- Customer Care service between the hours of 8:00 am to 7:00 pm AEST Monday to Friday, or as otherwise indicated.

Depending on the Call Plan, Globalstar Simplex Services, Iridium Short Burst Data Services and the TracerTrak may be used in conjunction with the Personal Satellite Communication Service and the Emergency Monitoring Service.

11. CALL TYPES AND CHARGES

There are a number of different call types, Call Plans and Value-Added Services available with the Service. Customers should select the most suitable Call Plan for their needs.

(a) Categories of Charges

There are 5 general categories of charges for the Service:

- Connection / Reconnection charges;
- Access Charges;

- call charges;
- Value Added Services and Special Services; and
- other charges.

All charges are subject to change. All prices are quoted including GST. Actual charges may vary on your statement as charges are rounded to the nearest cent before GST is included.

In some circumstances business and other organisations may be entitled to claim an input credit tax on GST paid. Please refer to your financial adviser for details.

- **Connection / Reconnection Charges**

When Connecting or Reconnecting to the Service, Customers may be required to pay a Connection fee. From time to time, Pivotel Satellite may have offers which reduce or remove the Connection / Reconnection fee. Customers should consult the Call Plans to determine whether a Connection fee is payable.

- **Access Charges (Satellite Service and Cellular Service)**

An Access Charge is for the costs associated with accessing the Service, including maintenance of the Networks and the access to the Value Added Services and Special Services. Depending on the Call Plan, the Access Charge may be charged on a monthly or annual basis, may be charged either in advance or in arrears, and may be charged on either a prorated or not prorated basis for the period of access granted to the Service.

With some Call Plans, the Access Charge has a component of pre-paid calls or usage for the Service, that a Customer can use without incurring additional expenditure. These are referred to in Call Plans as "Included Calls" or "Included Usage". For example, if a Call Plan has \$10.00 worth of pre-paid calls or usage included, the first \$10.00 of calls or usage for the Service for the relevant period are billed at no additional expense over and above the Access Charge.

No unused part of packaged airtime can be carried over to the following period of a Customer's agreement. Customers should consult the various Call Plans for full details of Access Charge and pre-paid calls or usage included.

Depending on the Call Plan, for the period from a Customer Connection until the commencement of the first full billing cycle, Included Calls are calculated and Access Charge may be billed on a pro rata basis. Access Charge are payable for each full billing period, generally in advance. Call charges are billed at the end of each billing cycle, generally in arrears.

- **Call Charges**

Customers will only be charged for successful calls. For example, there is no charge for calls to an engaged number. Calls are charged from the time the call is answered at the number requested. Pivotal Satellite may waive any charge in its absolute discretion. Charges for calls are the responsibility of the Customer who is contractually responsible to Pivotal Satellite for the Service, irrespective of whether those calls were made by the Customer or another person.

All Call Rates and charges are subject to rounding from three decimal points to two decimals points.

For most Call Plans, calls are charged per thirty (30) second increments (or part thereof).

International and special calls are charged per sixty (60) second increments (or part thereof) unless otherwise indicated in the Call Plan.

Flagfall occurs on most calls.

For some Call Plans the receiver pays for all incoming Globalstar calls at applicable Globalstar rates.

- **Calls to Value Added Services and Special Services**

Calls made to Value Added Services and Special Services using Satellite Mode or Cellular Mode are charged as per the Globalstar, Iridium, Thuraya or Cellular rates advertised in the relevant Call Plan.

- **Other Charges**

In certain circumstances, Pivotal Satellite will charge Customers additional charges. These charges are subject to change.

Additional charges include:

- unbarring fees (fees vary according to Pivotal Satellite's rules): where the Service has been barred previously (whether at the request of a Customer or by Pivotal Satellite) and a Customer requests that it be unbarred. Ask Pivotal Satellite Customer Care on 1300 882 448 for details;
- bill reprint fee (\$6.00 per reprint): where a Customer requests that another copy of the bill is printed;
- late payment fee (\$15.00 per month): where a Customer does not pay their monthly bill by the due date Pivotal Satellite may charge a late payment fee to recover the administrative costs of pursuing payment;
- dishonoured cheque fee (\$15.00 per payment): where a Customer's payment to be collected by Pivotal Satellite has been rejected by their financial institution, Pivotal Satellite may charge a fee to recover the administrative costs of pursuing payment;
- replacement SIM fee (\$33.00 per SIM): where a Customer requests the replacement of their SIM for the Globalstar/GSM Service, Iridium Service, the Thuraya Service or Cellular Service;
- replacement SM fee (\$33.00 per SM): where a Customer requests the replacement of their security module (SM) card for the Globalstar/CDMA Service. A minimum additional charge of \$88.00 will also apply as the handset must be returned to Pivotal Satellite's Service Centre for reprogramming with the new SM;
- change mobile number fee (\$33.00 per change): where a Customer requests a change to their mobile number unless the change of number is due to circumstances outside of the control of the customer such as to avoid threatening or unwanted calls, in which case the change mobile number fee will be waived;
- transfer of ownership (\$100.00 per transfer): where a Customer requests that the ownership of the Service is transferred to another party;
- Call Plan transfer fee (fees vary according to Pivotal Satellite's rules): Call Plan transfer for Customers within the agreed minimum Contract Term. Ask Pivotal Satellite Customer Care on 1300 882 448 for details;
- Call Plan switch fee (\$25.00 per switch): Call Plan transfer for Customers outside the agreed minimum Contract Term;
- suspension fee (\$11.00 per month): where on a supported Call Plan, the Customer requests that their Service is suspended for a period of not greater than three (3) months (note: the remaining Contract Term will be extended by the period during which the Service is suspended);

- early termination fee (calculated as the sum of the remaining unpaid access fees for the agreed minimum Contract Term): this fee is incurred where a Customer is Disconnected prior to the expiry of the agreed minimum Contract Term;
- Reconnection fee (\$25.00 per Service): where a customer requests that their Service is Reconnected within two (2) weeks of Disconnection, and Pivotal Satellite in its sole discretion consents to the Reconnection of the Service;
- handset and equipment repair services (fees vary according to Pivotal Satellite's rules - minimum charge \$88.00): where a customer returns a Dual Mode Handset or other equipment to Pivotal Satellite's Service Centre for repair or maintenance activity. Pivotal Satellite provides a three (3) month warranty on handsets which have been repaired by Pivotal Satellite; and
- CDMA handset reprogramming service (\$660.00 per service): where a Customer purchases a Dual Mode Handset for use with the Globalstar/CDMA Service which was not originally imported and programmed by Pivotal Satellite, and the Dual Mode Handset must be sent to Pivotal Satellite's Service Centre for reprogramming. Pivotal Satellite provides a three (3) month warranty on handsets which have been reprogrammed and inspected by Pivotal Satellite.

Pivotal Satellite reserves the right to require any Customer to pay a security deposit before being Connected to access some Special Services which may be used against any outstanding fees and charges for the Service should the Customer fail to pay any due amounts.

(b) Charging Periods

The same flat rate applies at all times unless otherwise indicated in the Call Plan.

(c) Call Plans

Call Plans offered by Pivotal Satellite in connection with the supply of the Service generally consist of:

- a connection charge;
- an Access Charge; and
- call charges.

Full details of the terms and conditions for each Call Plan are set out in Part B. Charges are inclusive of GST (where applicable) and are subject to change.

(d) International Roaming

Depending on the Call Plan, when using the Service in Satellite Mode outside of Australia higher Call Rates for international roaming may apply (selected countries are available for roaming – refer to Pivotal Satellite Customer Care on 1300 882 448 for details). International roaming is available for the Cellular Service.

International roaming is expensive, and Customers need to be careful to avoid high bills, particularly for Cellular data charges.

Customers granted access to the Pivotal Satellite international roaming while overseas are charged at the rate levied by the overseas carrier plus a Pivotal Satellite charge. All incoming calls, messages and usage while roaming will also incur these roaming charges. To activate global roaming and for information on Call Rates please contact Pivotal Satellite Customer Care at least 3 days prior to departure on 1300 882 448. A security deposit may be required. International Roaming charges are GST-free.

(e) GST

- (a) The consideration payable for any Taxable Supply of any goods, services or other things under this agreement is inclusive of any GST.
- (b) The GST will be charged at the GST Rate.
- (c) If at any time after 1 July 2000, the GST Rate is amended, then the consideration payable for any Taxable Supply of any goods, services or other things under this agreement will be adjusted to give effect to that variation from the date of the variation's imposition.

PART B – PIVOTEL SATELLITE CALL PLANS

The Critical Information Summary (CIS), prepared in accordance with Chapter 4 of the TCP for each of the Pivotal Satellite Call Plans, can be downloaded from the Call Plans section of our website at www.pivotel.com.au, or alternatively by contacting Pivotal Satellite customer care on 1300 882 448, or by email to mail@pivotel.com.au.

Detailed information about the current Call Rates for international direct dialled Calls, Value Added Services, and Special Calls for a Call Plan is available the Call Plans section of our website at www.pivotel.com.au, or alternatively by contacting Pivotal Satellite customer care on 1300 882 448, or by email to mail@pivotel.com.au.

IMPORTANT NOTICE

The Call Rates for international direct dialled Calls, Value Added Services, and Special Calls for a Call Plan are subject to variation by Pivotal Satellite at any time in its sole discretion. International direct dialled Calls, Value Added Services, and Special Calls for a Call Plan are the generally subject to third party input costs outside the control of Think Mobile, and it is a term of each Call Plan that the Call Rates for these Call Types can be varied by Pivotal Satellite at any time.

International direct dial and premium service Special Calls can be barred on request to Pivotal Satellite at any time. To bar these services, You can contact Pivotal Satellite customer care on on 1300 882 448, or by email to mail@pivotel.com.au.

The Call Rates for International Roaming are subject to exchange rate variations, and so whilst an estimate of the costs for inbound and outbound Calls from overseas networks can be made prior to activating International Roaming, the actual cost of those Calls can vary significantly. International Roaming charges are set by the overseas network, and as such the International Roaming charges can vary significantly between networks notwithstanding the fact that the different networks operate in the same locations in the overseas country. You can normally manually select an International Roaming network using the network selection feature available in Your handset.

Special Calls involving premium services are expensive, whether You are making voice calls to premium service numbers, or You are using messaging to and from premium service numbers. Many premium services charge You to receive content to Your handset, which in some circumstances may be set up on a regular subscription basis. Data charges may apply in addition to any premium services charges. If You wish to avoid premium service charges, please contact Pivotal Satellite to have premium service barred from your Service.