



Pivotel New Zealand Limited

NZBN 9429033338835

**STANDARD AGREEMENT
FOR THE SUPPLY OF
SATELLITE MOBILE SERVICES**

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Customer Enquiries call **0508 882 448** or visit the web site at

WWW.PIVOTEL.CO.NZ

PART A – SERVICE DESCRIPTION

1. GENERAL INFORMATION

(a) The Service

The Service provided by Pivotel includes:

- (i) single mode Globalstar voice and data services (the '**Globalstar Service**');
- (ii) single mode Iridium voice and data services (the '**Iridium Service**');
- (iii) single mode Inmarsat voice and data services (the '**Inmarsat Service**');
- (iv) Inmarsat high speed IP data services (the '**Inmarsat IP Data Service**');
- (v) single mode Thuraya voice and data services (the '**Thuraya Service**');
- (vi) Thuraya high speed IP data services (the '**Thuraya IP Data Service**');
- (vii) high bandwidth VSAT fixed satellite services using the VSAT network (the '**VSAT Service**');
- (viii) satellite machine to machine messaging services, provided using the Globalstar Network (the '**Globalstar Simplex Service**'), the Iridium Network (the '**Iridium Short Burst Data Service**'), and the Inmarsat Network (the '**Inmarsat IsatDataPro Service**');
- (ix) personal satellite communication messaging services (the '**Personal Satellite Communications Service**'); and
- (x) Internet based tracking and telemetry services (the '**TracerTrak Service**').

Services using the Globalstar Network

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

The Customer acquires the Globalstar Service from Pivotel.

The Globalstar Service provides the Customer using a Compatible Device with access to the Globalstar Network within the coverage area of the Globalstar Network.

Pivotel provides the Globalstar Simplex Service using the Globalstar Network. The Globalstar Simplex Service is a one way messaging service with messages originated from the Globalstar Simplex Device.

The Globalstar Simplex Service provides the Customer using a Compatible Device with access to the Globalstar Network within the Simplex coverage area of the Globalstar Network.

Services using the Iridium Network

The Customer acquires the Iridium Service and the Iridium Short Burst Data Service from Pivotel.

Pivotel provides the Iridium Service using the Iridium Network. The Iridium Service is a SIM based service.

The Iridium Service provides the Customer using a Compatible Device with access to the Iridium Network within the coverage area of the Iridium Network, and based on the supported Call Plan.

Pivotel provides the Iridium Short Burst Data Service using the Iridium Network. 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.

The Iridium Short Burst Data Service provides the Customer using a Compatible Device with access to the Iridium Network within the Iridium Short Burst Data coverage area of the Iridium Network.

Services using the Inmarsat Network

The Customer acquires the Inmarsat Service from Pivotel. Pivotel provides the Inmarsat Service using the Inmarsat Network. The Inmarsat Service is a SIM based service.

The Inmarsat Service provides the Customer using a Compatible Device with access to the Inmarsat Network within the coverage area of the Inmarsat Network in Australia, and based on the supported Call Plan.

Pivotel offers the Inmarsat IP Data Service to provide high speed IP data using the Inmarsat Network. The SIM cards used with the Inmarsat IP Data service are international satellite SIMs for use solely with the Inmarsat IP Data Service.

The Inmarsat IP Data Service provides the Customer using a Compatible Device with access to the Inmarsat Network within the coverage area of the Inmarsat Network.

Pivotel provides the Inmarsat IsatDataPro Service using the Inmarsat Network. The Inmarsat IsatDataPro Service is a two-way store and forward satellite messaging service for low volume data transmission and reception.

The Inmarsat IsatDataPro Service provides the Customer using a Compatible Device with access to the Inmarsat Network within the coverage area of the Inmarsat Network.

Services using the Thuraya Network

Pivotel operates the Thuraya Network and promotes and sells the Thuraya Service and the Thuraya IP Data Service.

The Customer acquires the Thuraya Service from Pivotel.

The Thuraya Service provides the Customer using a Compatible Device with access to the Thuraya Network within the coverage area of the Thuraya Network, and based on the supported Call Plan.

Pivotel offers the Thuraya IP Data Service to provide high speed IP data using the Thuraya Network. The SIM cards used with the Thuraya IP Data service are international satellite SIMs for use solely with the Thuraya IP Data Service.

The Thuraya IP Data Service provides the Customer using a Compatible Device with access to the Thuraya Network within the coverage area of the Thuraya Network.

VSAT Services

Pivotel operates the VSAT Network and promotes and sells the VSAT Service. Pivotel provides the VSAT Service using the VSAT Network.

The VSAT Service provides the Customer using a Compatible Device with access to the VSAT Network within the fixed satellite coverage area of the VSAT Network.

Personal Satellite Communications Services

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 Personal Satellite Communications 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.

TracerTrak Services

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 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 Service requires a Satellite Handset that is capable of operating in Satellite Mode. When the Satellite Handset connects to the Globalstar Network in Satellite Mode the Customer will acquire the Globalstar Service for the Globalstar Charges.

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

(c) Iridium Handsets

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

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

(d) Inmarsat Handsets

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

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

(e) Thuraya Handsets

The Thuraya Service is provided using a Satellite Handset that is capable of operating in Satellite Mode. When the Satellite Handset 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) Inmarsat IP Data Terminals

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

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

(g) 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.

(h) Globalstar Simplex Devices

A specialised Globalstar Simplex Device is required to access the Globalstar Simplex Service. Globalstar Simplex Devices are a Single Mode Simplex Device capable of supporting the Globalstar Simplex Service only.

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 will receive one invoice for all calls using the Service.

(i) 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 are a Single Mode Short Burst Data Device capable of supporting the Iridium Short Burst Data Service only.

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 will receive one invoice for all calls using the Service.

(j) Inmarsat IsatDataPro Devices

A specialised Inmarsat IsatDataPro Device is required to access the Inmarsat IsatDataPro Service. Inmarsat IsatDataPro Devices are a Single Mode IsatDataPro Device capable of supporting the Inmarsat IsatDataPro Service only.

When the Single Mode IsatDataPro Device connects to the Inmarsat IsatDataPro Network the Customer will acquire the Inmarsat IsatDataPro Service for the Inmarsat IsatDataPro Charges.

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

(k) VSAT Terminals

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

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 Satellite Handset, the customer may use the Satellite Handset to access Satellite Mode.

When in Satellite Mode, the Satellite 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 New Zealand 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 Pivotel is able to terminate calls; and

- (iii) international public telephone numbers.

The Globalstar Service is not available from New Zealand's external territories. The Globalstar Service may be available as a roaming service internationally. Access to the Globalstar Service outside of New Zealand is subject to Globalstar coverage being available, and Pivotel's roaming agreements. Please check with Pivotel Customer Care on 0508 882 448 for more details about the availability of the Globalstar Service outside New Zealand.

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

(b) Roll-out of the Globalstar Service

The Globalstar Service is conducted through three Australian 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;
- (ii) the Customer may also pay the Globalstar Charges to receive calls in Satellite Mode on some Call Plans;
- (iii) to make or receive calls in Satellite Mode, the Satellite 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 Satellite Handset and the satellite. The antenna must not be covered whilst making the call; and
- (iv) the availability of Value Added Services varies, please check with Pivotel Customer Care on 0508 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 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 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 Satellite Handset to access Satellite Mode.

When in Satellite Mode, the Satellite 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 New Zealand, 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 New Zealand telecommunications networks including domestic mobile networks to which Pivotel is able to terminate calls; and
- (iii) international public telephone numbers.

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

(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;
- (ii) the Customer may also pay the Iridium Charges to receive calls in Satellite Mode on some Call Plans;
- (iii) to make or receive calls in Satellite Mode the Satellite 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 Satellite Handset and the satellite. The antenna must not be covered whilst making the call; and
- (iv) the availability of Value Added Services varies, please check with Pivotel Customer Care on 0508 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 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 New Zealand, 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) Iridium Short Burst Data Devices connected to the Iridium Network;
- (ii) devices connected to New Zealand telecommunications networks including domestic mobile networks to which Pivotal is able to terminate messages; and
- (iii) devices connected to international telecommunications networks to which Pivotal is able to terminate messages.

The Iridium Short Burst Data Service is subject to interconnection arrangements between Pivotal 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:

- (i) the Customer will be charged the Iridium Short Burst Data Charges;
- (ii) 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
- (iii) the availability of Value Added Services varies, please check with Pivotal Customer Care on 0508 882 448 for details.

6. THE INMARSAT SERVICE

(d) General information on the Inmarsat Service

The customer must use the Satellite Handset to access Satellite Mode.

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

The Inmarsat Service may be used to make or receive calls in mainland New Zealand, mainland Australia, Tasmania, and in many of Australia's external territories. The Inmarsat Service is a global service providing global coverage, to and from:

- (i) telephones connected to the Inmarsat Network;
- (ii) telephones connected to New Zealand telecommunications networks including domestic mobile networks to which Pivotel is able to terminate calls; and
- (iii) international public telephone numbers.

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

(e) Roll-out of the Inmarsat Service

The Inmarsat Service commenced commercial operation in January 2016.

(f) Customer acknowledgements on the Iridium Service

The Customer acknowledges that:

- (i) when in Satellite Mode the Customer will be charged the Inmarsat Charges;
- (ii) the Customer may also pay the Inmarsat Charges to receive calls in Satellite Mode on some Call Plans;
- (iii) to make or receive calls in Satellite Mode the Satellite Handset must have its antenna up and have clear line of sight to a satellite in the Inmarsat Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Satellite Handset and the satellite. The antenna must not be covered whilst making the call; and
- (iv) the availability of Value Added Services varies, please check with Pivotel Customer Care on 0508 882 448 for details.

7. THE INMARSAT ISATDATAPRO SERVICE

(e) General information on the Inmarsat IsatDataPro Service

The customer must use an Inmarsat IsatDataPro Device to access the Inmarsat IsatDataPro Service.

The Inmarsat IsatDataPro Device communicates directly with a satellite in the Inmarsat Network, and that satellite establishes a connection with a suitable Gateway to allow the relevant message to be originated or terminated on a terrestrial telecommunications network.

The Inmarsat IsatDataPro Service may be used to send or receive messages in mainland New Zealand, mainland Australia, Tasmania, and many of Australia's external territories. The Inmarsat IsatDataPro Service is a global service providing global coverage, to and from:

- (i) Inmarsat IsatDataPro Devices connected to the Inmarsat Network;
- (ii) devices connected to New Zealand telecommunications networks including domestic mobile networks to which Pivotal is able to terminate messages; and
- (iii) devices connected to international telecommunications networks to which Pivotal is able to terminate messages.

The Inmarsat IsatDataPro Service is subject to interconnection arrangements between Pivotal and the relevant operator of the network to which the message is sent or from which the message is received.

(f) Roll-out of the Inmarsat IsatDataPro Service

The Inmarsat IsatDataPro Service commenced commercial operation in January 2016.

(g) Customer acknowledgements on the Inmarsat IsatDataPro Service

The Customer acknowledges that:

- (i) the Customer will be charged the Inmarsat IsatDataPro Charges;
- (ii) to send or receive messages in Satellite Mode the Inmarsat IsatDataPro Device must have a clear line of sight to a satellite in the Inmarsat Network and not be subject to interference including from buildings or other objects which may block or interfere with connection between the Inmarsat IsatDataPro Device and the satellite. The antenna must not be covered whilst sending or receiving messages; and
- (iii) the availability of Value Added Services varies, please check with Pivotal Customer Care on 0508 882 448 for details.

8. THE INMARSAT IP DATA SERVICE

(f) General information on the Inmarsat IP Data Service

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

When in Satellite Mode, the Inmarsat IP Data Terminal communicates directly with a satellite in the Inmarsat 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 Inmarsat IP Data Service may be used to make or receive data calls in mainland New Zealand and up to 500 nautical miles out to sea, to and from:

- (i) Inmarsat IP Data Terminals connected to the Inmarsat Network;
- (ii) IP enabled devices connected to New Zealand telecommunications data networks; and
- (iii) IP enabled devices connected to international telecommunications data networks.

The Inmarsat IP Data Service is available for use outside of New Zealand subject to Inmarsat coverage being available.

Please check with Pivotel Customer Care on 0508 882 448 for more details about the availability of the Inmarsat IP Data Service outside New Zealand.

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

(g) Roll-out of the Inmarsat IP Data Service

The Inmarsat IP Data Service commenced commercial operation in October 2014.

(h) Customer acknowledgements on the Inmarsat IP Data Service

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

9. THE THURAYA SERVICE

(g) General information on the Thuraya Service

With a Satellite Handset, the customer may use the Satellite Handset to access Satellite Mode.

When in Satellite Mode, the Satellite 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 is not available in New Zealand, but 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 New Zealand telecommunications networks including domestic mobile networks to which Pivotel is able to terminate calls; and
- (iii) international public telephone numbers.

The Thuraya Service is not available from New Zealand or 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 New Zealand subject to Thuraya coverage being available.

Please check with Pivotel Customer Care on 0508 882 448 for more details about the availability of the Thuraya Service outside New Zealand.

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

(h) Roll-out of the Thuraya Service

The Thuraya Service commenced commercial operation in April 2013.

(i) Customer acknowledgements on the Thuraya Service

The Customer acknowledges that:

- (i) when in Satellite Mode the Customer will be charged the Thuraya Charges;
- (ii) to make or receive calls in Satellite Mode the Satellite 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 Satellite Handset and the satellite. The antenna must not be covered whilst making the call; and
- (iii) the availability of Value Added Services varies, please check with Pivotal Customer Care on 0508 882 448 for details.

10. THE THURAYA IP DATA SERVICE

(h) 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 is not available in New Zealand, but may be used to make or receive data 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 New Zealand telecommunications data networks; and
- (iii) IP enabled devices connected to international telecommunications data networks.

The Thuraya IP Data Service is not available from New Zealand or 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 New Zealand subject to Thuraya Network coverage being available.

Please check with Pivotal Customer Care on 0508 882 448 for more details about the availability of the Thuraya IP Data Service outside New Zealand.

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

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

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

(j) 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.

11. THE VSAT SERVICE

(i) General information on the VSAT Service

The customer may use the VSAT Terminal to access the VSATService in Satellite Mode.

When in Satellite Mode, the VSAT Terminal communicates directly with a satellite in the VSAT 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 VSAT Service may be used to make or receive data calls in mainland New Zealand, to and from:

- (iv) VSAT Terminals connected to the VSAT Network;
- (v) IP enabled devices connected to New Zealand telecommunications data networks; and
- (vi) IP enabled devices connected to international telecommunications data networks.

The VSAT Service is available for use outside of New Zealand subject to VSAT Network coverage being available.

Please check with Pivotel Customer Care on 0508 882 448 for more details about the availability of the Inmarsat IP Data Service outside New Zealand.

The VSAT Service is subject to interconnection arrangements between Pivotel and the relevant operator of the telecommunications data network to which the IP enabled device is connected.

(j) Roll-out of the VSAT Service

The VSAT Service commenced commercial operation in October 2014.

(k) Customer acknowledgements on the VSAT Service

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

12. 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 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 various jurisdictions.

13. 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 New Zealand emergency number (111) within New Zealand, 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 Pivotal Customer Care on 0508 882 448; and
- network problem reporting: to report any difficulties or faults with the Service dial Pivotal Customer Care on 0508 882 448 from within New Zealand (free call when using the Service) and +61 7 5630 3009 (charged call when using the Service) for calls made from outside New Zealand.

(b) Value Added Services and Special Services

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

(i) Call Options

Customers who have Pivotel's approval may call:

- maritime, remote and satellite services;
- 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 Pivotel's fax and data service when in Satellite Mode. Please contact Pivotel Customer Care on 0508 882 448 for more details about the data equipment required.

(ii) Pivotel's Value Added Services

Pivotel's Value Added Services are a suite of answering and message services, available with the Services. The availability of Value Added Services varies, please check with Pivotel Customer Care on 0508 882 448 for details. Pivotel's Value Added Services include:

- Voicemail: is available in Satellite 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 Pivotel Customer Care on 0508 882 448;
- Call Barring: this service is a security option which allows incoming and/or outgoing calls to be barred. For assistance with this service, call Pivotel Customer Care on 0508 882 448; and
- Call Forwarding: this service allows Customers to forward calls to their mobile number to another domestic telephone number.

Please note that Pivotel 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) Customer Service

For any enquiries regarding the Service, Customers can call Pivotel Customer Care on 0508 882 448 from any fixed or mobile phone (free call when using the Service). Pivotel Customer Care representatives are available between the hours of 8:00 am to 7:00 pm NZST Monday to Friday for general service and billing enquiries.

(d) Coverage

There are certain restrictions on Service coverage in addition to the restrictions set out in Part A. On request, Pivotel 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 Iridium Short Burst Data Service, the Inmarsat Service, the Inmarsat IP Data Service, the Inmarsat IsatDataPro Service, the Thuraya Service, the Thuraya IP Data Service, the VSAT Service. Coverage maps may be provided on Connection or are generally available on the Pivotel website at www.pivotel.co.nz.

Within certain coverage areas, some local conditions could prevent or interfere with mobile phone reception. Such conditions may include basement carparks, 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.

(e) Getting Started with Pivotel

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

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

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

Once Connected to the Globalstar Service, the Iridium Service, the Inmarsat Service, the Thuraya Service, Customers are offered:

- the use of a mobile phone number;
- fault rectification during Pivotal's business hours;
- Customer Care service between the hours of 8:00 am to 7:00 pm NZST Monday to Friday, or as otherwise indicated;
- access to the Globalstar Network for the Globalstar Service; or the Iridium Network for the Iridium Service; or the Inmarsat Network for the Inmarsat Service, or the Thuraya Network for the Thuraya Service; and
- access to Pivotal's Value Added Services (where available).

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

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

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

Connection to the Thuraya IP Data Service requires the activation of a SIM, which when inserted into a Thuraya IP Data Terminal activates the terminal to the Thuraya Network. A Customer's contract with Pivotal commences on the activation of the SIM. Full details on activating the SIM are provided at the point of purchase. The SIM remains Pivotal'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 Pivotel's business hours; and
- Customer Care service between the hours of 8:00 am to 7:00 pm NZST 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 Pivotel 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 Pivotel's business hours; and
- Customer Care service between the hours of 8:00 am to 7:00 pm NZST 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 Network.

A Customer's contract with Pivotel 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 Pivotel's business hours; and
- Customer Care service between the hours of 8:00 am to 7:00 pm NZST Monday to Friday, or as otherwise indicated.

Connection to the Inmarsat IsatDataPro Service requires the activation of the Inmarsat IsatDataPro Device to the Inmarsat Network.

A Customer's contract with Pivotel commences on the activation of the Inmarsat IsatDataPro Device. Full details on activating the Inmarsat IsatDataPro Device are provided at the point of purchase.

Once Connected to the Inmarsat IsatDataPro Service, Customers are offered:

- access to Inmarsat IsatDataPro messages;
- fault rectification during Pivotel's business hours; and
- Customer Care service between the hours of 8:00 am to 7:00 pm NZST Monday to Friday, or as otherwise indicated.

Connection to the VSAT Service requires the activation of a VSAT Terminal, which activates the terminal to the VSAT Network. A Customer's contract with Pivotel commences on the activation of the VSAT Terminal. Full details on activating the VSAT Terminal are provided at the point of purchase.

Once Connected to the VSAT Service, Customers are offered:

- access to VSAT Services;
- fault rectification during Pivotel's business hours; and
- Customer Care service between the hours of 8:00 am to 7:00 pm NZST 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 Pivotel 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 Pivotel's business hours; and
- Customer Care service between the hours of 8:00 am to 7:00 pm NZST 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.

14. 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 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)**

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 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. Pivotel may waive any charge in its absolute discretion. Charges for calls are the responsibility of the Customer who is contractually responsible to Pivotel 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 decimal 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 are charged as per the Globalstar, Iridium, or Thuraya rates advertised in the relevant Call Plan.

- **Other Charges**

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

Additional charges include:

- unbarring fees (fees vary according to Pivotel's rules): where the Service has been barred previously (whether at the request of a Customer or by Pivotel) and a Customer requests that it be unbarred. Ask Pivotel Customer Care on 0508 882 448 for details;
- bill reprint fee (\$15.00 per reprint): where a Customer requests that another copy of the bill is printed;
- late payment fee (\$13.00 per month): where a Customer does not pay their monthly bill by the due date Pivotel 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 Pivotel has been rejected by their financial institution, Pivotel may charge a fee to recover the administrative costs of pursuing payment;
- replacement SIM fee (\$15.00 per SIM): where a Customer requests the replacement of their SIM for the Inmarsat Service, the Iridium Service, the Thuraya Service;
- replacement SM fee (\$15.00 per SM): where a Customer requests the replacement of their security module (SM) card for the Globalstar Service. A minimum additional charge of \$88.00 will also apply as the handset must be returned to Pivotel's Service Centre for reprogramming with the new SM;
- change mobile number fee (\$38.00 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 (\$60.00 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 Pivotel's rules): Call Plan transfer for Customers within the agreed minimum Contract Term. Ask Pivotel Customer Care on 0508 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 (\$25.00 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 Pivotel in its sole discretion consents to the Reconnection of the Service;
- handset and equipment repair services (fees vary according to Pivotel's rules - minimum charge \$88.00): where a customer returns a Satellite Handset or other equipment to Pivotel's Service Centre for repair or maintenance activity. Pivotel provides a three (3) month warranty on handsets which have been repaired by Pivotel; and
- CDMA handset reprogramming service (\$660.00 per service): where a Customer purchases a Satellite Handset for use with the Globalstar Service which was not originally imported and programmed by Pivotel, and the Satellite Handset must be sent to Pivotel's Service Centre for reprogramming. Pivotel provides a three (3) month warranty on handsets which have been reprogrammed and inspected by Pivotel.

Pivotel 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 Pivotel 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 Pivotel Customer Care on 0508 882 448 for details).

International roaming is expensive, and Customers need to be careful to avoid high bills.

(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 CALL PLANS

The information summary for each of the Pivotel Call Plans, can be downloaded from the Call Plans section of our website at www.pivotel.co.nz, or alternatively by contacting Pivotel customer care on 0508 882 448, or by email to mail@pivotel.co.nz.

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.co.nz, or alternatively by contacting Pivotel customer care on 0508 882 448, or by email to mail@pivotel.co.nz.

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 Pivotel 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 Pivotel, and it is a term of each Call Plan that the Call Rates for these Call Types can be varied by Pivotel at any time.

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 Pivotel to have premium service barred from your Service.