



Please fill out, initialing pages 1 thru 5, signing page 6 and return to GMPCS via fax, E-mail

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GMPCS Sign Off

GMPCS SERVICE AGREEMENT FOR INMARSAT VMS – NMFS SERVICES

Part 1 CUSTOMER INFORMATION (Individual or Company Account) :

Individual Name _____

Company Name (5 or more vessels) _____

Primary Contact _____

Address _____

City _____ State _____ Post Code _____

Country _____

Phone (Daytime) _____ Phone (Evening) _____

FAX _____ Cellular _____

E-Mail: _____ Dealer _____

GMPCS Only

Customer Number - VMS _____

PART 2 TERMINAL INFORMATION: (Completed by GMPCS)

TERMINAL SERIAL NUMBER: _____

ISN _____

IMN _____ Answer Back _____

DNID _____ DNID _____

DNID _____ DNID _____

DNID _____ DNID _____

Part 3 Vessel Information:

Vessel Name _____ Vessel Number _____

USCG Doc # _____ Registered in (State) _____

MMSI _____ State Registration # _____

IMO Number _____ Call Sign _____

Vessel Type _____ Gross Tonnage _____

Crew/Passenger Capacity _____ Max Speed _____

Fishery Region _____ Fish Permit Number _____

Emergency Contact Information

Name: _____

Address: _____

Town/city: _____ State/province: _____

Post/ZIP code: _____ Country: _____

Telephone + Country code () Area code () Telephone number ()

Facsimile + Country Code () Area code () Facsimile number ()

24 hour Emergency Telephone + Country code () Area code () Telephone number ()

Email address: _____

Part 5 BILLING & PAYMENTS:

Your monthly payment will be automatically charged to your credit card (below) on or about the 10th – 15th of each month. An e-mail summary of your months charges will be sent to you as notification and you will be able to view the details of your bill at www.gmpcs-us.com.

CREDIT CARD DEBIT CARD

Card Number _____ Security Code* _____

Expiration _____ (MM/YY)

(*Security Code can be found on the back of Visa and Mastercards and on the front of American Express Cards - 3 digits M/C & Visa, 4 for AMEX.)

Exact Name on Credit Card: _____

Exact Credit Card Billing Address: _____
(write same if it is the same as in Part 1)

City _____ State _____ Post Code _____ Country _____

Signature: _____ Date: _____

IMPORTANT NOTE: GMPCS does not accept third party credit cards

Part 6 ACCOUNT STATEMENT:

Please select the way you prefer to receive your statement (initial one):

_____ I **ELECT** to receive Free **ONLINE BILLING NOTIFICATION**, sent to the email address in section 1 above, I understand that I can then go to www.gmpcsbill.com and obtain a copy of my airtime invoice.

Terms and Conditions**GMPCS PERSONAL COMMUNICATIONS INC. Mobile Satellite Services Terms and Agreement**

All Service Agreements are for a minimum one (1) year term.

Special Terms & Conditions for Use of Terminal In NMFS (Fisheries) Program

- A) The customer authorizes the tracking partner, i.e. NMFS and GMPCS to track their terminal as part of the NMFS Fisheries Program.
- B) The customer's account will be charged monthly via credit card for all airtime used. A summary bill will be e-mailed to the customer. A summary and call detail records will also be available to the customer at www.gmpcs-us.com.
- C) The customer agrees to be responsible for all airtime and other associated charges from the date of activation until the terminal has been deactivated by GMPCS. Terminals can not be sold or given to another vessel or owner without completing a new service agreement with GMPCS and, as necessary, re-commissioning the terminal with new vessel details.

- D) The customer understands that deactivation cannot occur until the customer has notified both the tracking partner/authority (NMFS) and GMPCS in writing of the deactivation request. This request must be approved by NMFS before the system can be deactivated. Once approval is received, GMPCS will make every effort to deactivate the terminal within one business day.
- E) The customer agrees to keep the credit card on file current and provide new credit card information if there is a change of cards or a new expiration date. Failure to do so will result in and a report will be issued to NMFS of the barring.
- F) The customer agrees to use GMPCS as their airtime provider for all airtime associated with this terminal for a minimum of one year.
- G) The customer authorizes GMPCS to insert DNID's into their system for the purpose of tracking and reporting.
- H) The customer understands that they are responsible for all charges for e-mails sent from their terminal and for all charges for e-mails sent to the terminal from the e-mail address they have registered.

General Terms & Conditions of GMPCS Airtime Services

1) Availability Of Limited Service: Service is generally available to satellite terminals equipped for this service when within the satellite footprint. Service is furnished to Customer or Customer's authorized user. A telephone number may not appear in more than one terminal. Customer has no property right in such number. GMPCS reserves the right to assign, designate, or change such number, when, in its sole discretion, such action is reasonably necessary in the conduct of its business.

(2) GMPCS Service: Customer has contracted to have GMPCS provide the service under the terms detailed on the front page of this Agreement at Section II. Basic Inmarsat Service is provided via the Stratos or Vizada Global Inmarsat Phone Network. Some Inmarsat Services are provided through resale agreements with Telenor and/or Stratos. Customer agrees to remain as a subscriber of the service for a period of one year from the date of service activation, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. GMPCS reserves the right to change rates at anytime with 30 days prior notice.

(3) Data Transmission Use & Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, GMPCS makes no representation as to the success of data calls through the system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Dropped calls will not be credited.

(4) Invoicing and Guarantee of Payment of Services: Airtime charges for NMFS and other Inmarsat C services are billed monthly in arrears. Charges are automatically paid through the customer's credit card on file and a summary invoice sent to the customer via e-mail or USPS. A copy of the summary bill and detailed call records are available on the GMPCS Web Site at www.gmpcs-us.com. Payment must be made in U.S. Dollars. GMPCS will consider requests from Companies with five or more terminals for a postpaid account. Each Company postpaid request will be considered on an individual basis and subject to credit approval by GMPCS.

(5) Taxes: The price of the service does not include sales, usage, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental or state authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse GMPCS for any such taxes.

(6) Foreign Credit Cards: Foreign credit cards will not accepted by GMPCS.

(7) Non-Payment / Breach: A late charge of the lesser of 1-1/2% per month will be applied to each of Customer's service bills not paid by the due date. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay GMPCS all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by GMPCS in exercising any of its rights under the Agreement. Should Customers service be suspended for non-payment GMPCS will charge a decommissioning fee of \$50.00 per mobile terminal for re-activation of the suspended terminal.

(8) Limitation of Liability: The satellite services provided by GMPCS may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. GMPCS makes no representation that it can provide uninterrupted service. Furthermore, GMPCS shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of GMPCS. GMPCS shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond our reasonable control. GMPCS MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. GMPCS SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

(9) Subscriber Terminals and Equipment: Unless provided otherwise, GMPCS is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer is responsible for all charges as agreed upon in this Agreement.

(10) Licensing: Customers wishing to operate satellite phones while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. GMPCS does not guarantee any authority to radiate from territories other than those allowing trans-border operations of Inmarsat equipment.

(11) Governing Law: This contract is governed by the laws of the State of Florida and applicable tariffs.

(12) CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT HAVING PROPER JURISDICTION WITHIN THE STATE OF FLORIDA. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.

I, the Owner or Owner's Legal Representative, have read and agree to comply with the 'Terms and Conditions for the use of the Inmarsat space segment', in particular with all applicable national laws and regulations relating to the use of Inmarsat Mobile Terminals and Space Segment. I agree to be bound thereby, or if I am signing in a representative capacity, I agree that the entity for which I am signing will be bound thereby. If signing on behalf of an entity, I represent that I am a duly authorized representative of that entity (named above at "Customer Billing Information") and I have submitted this application in my official capacity as indicated below at "Title." If I am representing a corporation, I acknowledge that the execution of this document has been authorized by all necessary corporate actions. I authorize GMPCS Personal Communications Inc. or its representatives to access and review the information and references identified in this application, and all other relevant information, and materials for the purpose of identifying the financial status and creditworthiness of the applicant.

Signature: _____

Date: _____

Print Name: _____