



GMPCS Personal Communications, Inc.
 1501 Green Rd., Pompano Beach, FL 33064
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GMPCS SERVICE AGREEMENT FOR IRIDIUM SERVICES

I understand that my completion of this Service Agreement does not guarantee service.

GMPCS Sign off

Part 1 ACCOUNT INFORMATION

Please fill out all applicable fields as requested below. Not all fields will apply to non-business/governmental customers. [All information will be kept strictly confidential]

My GMPCS Sales Representative is: _____

My Equipment Dealer is: _____

Company/Individual Name: _____

Primary Contact: _____

Company EIN: _____ **OR DUNS:** _____

Individual SSN: _____ **DOB:** _____

Mailing Address _____

City _____ State _____ Post Code _____ Country _____

Phone# _____ FAX: _____

Mobile # _____ Mobile Provider* _____

E-Mail Address _____

Billing Category: Private Business GSA Government (Non-GSA) Other: _____

If Federal Tax exempt, please attach documentation and check this box: **Federal Tax Exempt - documents attached**

Part 1a Purchase Order Info – Business/Government Customers Only:

P.O. #: _____ P.O. # Amt: _____

Person responsible for payment of P.O.: _____ P.O. Exp. Date: _____

Dept: _____ Email: _____ Ph: _____

Part 2 PAYMENT METHOD: (please select one payment method)

___ 1. DIRECT BILLING: (Subject to Credit Verification/Approval) – **Business/Government customers only.**

OR

___ 2. AUTOMATIC DEDUCTION FROM CREDIT CARD: (Please fill in the following)

Part 2a Automatic Deduction From Credit Card:Credit Card Type: VISA MASTERCARD AMERICAN EXPRESS

Card Number _____ Security Code* _____ Expiration _____(MM/YY)

(*Security Code: M.C. & Visa: on back of Card:- (3 digits); AMEX on Front of card (4 digits)

Name as it appears on Credit Card: _____

Billing address is the same as the address in part 1: YES NO (if No, please indicate billing address below):

Credit Card Billing Address: _____

City _____ State _____ Post Code _____ Country _____

I, _____, hereby authorize GMPCS Personal Communications,
(PRINTED NAME OF CARDHOLDER)

Inc., via this signed authorization to charge the above credit card for payment of ALL services requested under this Service Agreement.

I further agree that the cardholder bears the responsibility for ensuring the credit card information, including expiration date, is current. If the credit card issuer allows, GMPCS may obtain any new expiration dates, any new account numbers or other renewal information from the credit card account and use this information to update the account.

Signature of Card Holder

(Note: GMPCS does not accept third party credit cards.)

Part 3 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.gmpcs-us.com and obtain a copy of my airtime invoice by selecting the Pay & View Bill icon from the My Accounts page.

_____ I **DECLINE ONLINE BILLING NOTIFICATION**, I understand that I will incur a \$4.95 monthly fee for a manually printed and mailed statement.

Part 4 IRIDIUM POSTPAID AIRTIME SERVICE PLANS

GMPCS offers both Prepaid and Postpaid Airtime Plans for your Iridium Phone. This agreement covers all post paid plans. For more information about GMPCS Prepaid Airtime please contact GMPCS sales or customer service at (954)973-3100 or toll-free at: 1(888)664-6727, or visit www.gmpcs-us.com where you will be able to purchase airtime on-line.



GMPCS is a registered participant in the Iridium Network Quality Guarantee program which is unique in the satellite communications industry, offering customers 100 percent satisfaction with Iridium service. If the Iridium network fails to complete a properly initiated voice call from a customer's Iridium handset, Iridium will give the customer up to 100 minutes of airtime and up to three months free subscription fees through participating service providers. The Iridium Network

Quality Guarantee is valid for new customers using new Iridium handheld satellite phones through participating service providers. Contact your GMPCS sales or a customer care representative for program details.

Please initial to the left of the monthly airtime plan to which you wish to subscribe. Your monthly fee and any airtime minutes beyond your initial allocation of free minutes will be paid by Automatic Credit Card Deduction for a minimum contract period of twelve months. At the end of the twelve month period, your contract will automatically renew on a month by month basis until you provide thirty days advance notice of cancellation. There is a **onetime Activation Fee of \$50.00** per SIM card per Plan (except for the Emergency plan, which does not have an activation fee).

Please select your plan from the list shown below by initialing at the left of the plan name; optional services are described on the following pages. Remember to initial each page.

	Plan	Service Fee	Includes (Minutes per month)	Additional Minutes (per Minute)	Voice Mail
	Basic	\$43.95 per mo	10	\$1.49	\$4.95 per mo*
	Saver	\$74.95 per mo	30	\$1.39	Included
	Traveler	\$154.95 per mo	100	\$1.19	Included
	Value	\$284.95 per mo	250	\$0.99	Included
	Emergency**	\$275.00 per yr	0	\$6.00	Included
	Emergency Plus**	\$495.00 per yr	0	\$2.00	Included
*Please add Voice Mail to my Basic plan for \$4.95 per month					

** Each of the emergency plans are paid annually in advance by credit card and do not include any monthly airtime minutes. Each plan automatically renews year to year unless GMPCS receives notice of cancellation 30 days prior to the renewal date. The Emergency plans do not support the +1 Access Service, and are unable to offer data (e-mail) transfers. Calls to other Iridium phones on the Emergency Plan are charged at \$6.00 per minute and \$2.00 per minute on the Emergency Plus Plan.

An FCC Regulatory Recovery Fee is assessed on service and airtime charges for all US based accounts.

Part 4a SERVICE PLAN OPTIONS

SpeedMail compression software is a standalone application designed for data transfer over satellite connections such as Iridium handheld phones. It allows access to fast and reliable email that is up to 15 times faster than uncompressed airtime connections to internet base email systems. The installation and user interface are easy and simple and will have customers sending and receiving email in minutes.

Accelerated Web Access service is a web compression feature that compresses web pages by a factor of 3-5 times and up to 10 times on some images. In addition to compression of all text streams, this software also removes pop-ups, backgrounds and animations all to provide faster downloads and satellite airtime savings.

In the box to the left of the service type, please indicate the number of devices to utilize the selected service.

	Data Services	SERVICE	RATE
	SpeedMail	Activation Fee - \$59.99	Waived
	SpeedMail	Monthly Fee	\$12.95
	Accelerated Web Access	Monthly Fee	\$8.00
	Email Forward (Fetching) * enter the number of email addresses in the box to the left.	Monthly Fee/Per Email Address	\$5.00

* SpeedMail service is required to purchase this optional service.

- Other data services are available. Please contact your GMPCS Sales Representative or phone our Sales department at 954-973-3100 for additional service and rate information.
- PIN codes for crew access are also available. Please contact your GMPCS Sales Representative or phone our Sales department at 954-973-3100 for additional service and rate information.

Please provide the email address you wish to use for your SpeedMail account. Please note that the default user name and password will be your account number. You may change your password after your initial login.

Email Address: _____

+1 Access Service Option

This option allows Iridium customers to have a "U.S" phone number that is linked directly to the satellite phone so people calling them won't be charged international calling charges. The calling party pays any long distance to the area code assigned and you will pay the appropriate airtime rate for the plan you selected for all satellite airtime. The caller will, however, avoid the international toll rate charged by their long distance carrier (for calls to country code 8816) which can often be several dollars per minute.

_____ +1 Access Service \$ 10.00 / Month plus \$1.95 per Min.

Due to network structure, data is not available with the +1 Access service. The +1 Access service is currently not available to prepaid subscribers or with the Emergency plans.

Two stage dialing option

The two-stage dialing option also avoids international toll charges from long distance carriers for calls to the Iridium phone. This option is more affordable for the person dialing to the Iridium phone, but will cost the Satellite phone subscriber \$1.95 per minute. To place these calls first dial the Arizona Iridium gateway at 480.768.2500. This will be considered a long distance call for the person calling from the US. Once dialed the voice prompt will welcome the caller and ask for the Iridium number to be contacted. At this point the caller enters the 12 digit Iridium number of the receiving satellite phone. After entering the number, be patient and the phone call will eventually go through. This option is available without any monthly fee to all customers.

Keep in mind that the phone call will only go through if the satellite phone being called is outside, turned on and receiving signal. If the Satellite phone is not receiving a signal from the satellite network, any voice calls to that phone will be sent to voicemail. If you leave a voice mail on the Iridium phone, the subscriber will be notified the next time the phone is registered on the Iridium network.

SMS Service – The Iridium "Short Messaging Service" is available at no charge to the sender via the internet and allows your friends and family to send text messages of up to 160 characters per message. Simply go to the GMPCS website and click on the "SMS Service" button, then click on the Iridium logo. Sending text messages from your Iridium phone will cost 65 cents per text message you send, but are free to receive. If you are on a prepaid plan: the SIM card will burn at a rate of 30 seconds per text message

Calling Other Satellite Terminals: Calls to other Iridium phones for customers with monthly plans are billed at \$0.99 per Minute. Calls to other Iridium phones for customers on the Emergency Plan are charged at \$6.00 per minute and \$2.00 per minute for customers on the Emergency Plus Plan. Calls to other satellite terminals (not on the Iridium satellite network) will be billed at a flat rate of \$14.20 per minute.

Use the short code 8324 from your Iridium phone to contact GMPCS for Customer and Technical Support. . This is a free call direct to our customer service line. Please listen for the appropriate option.

For internal use only.

SATELLITE PHONE INFORMATION :

Phone #1: IMEI: 3000 _____ (Under Battery)

SIM Card # _____ (On SIM Card)

SATELLITE TELEPHONE # 8816 _____

(For additional units, please attach a separate sheet with the above information clearly indicated)

Part 5 Terms and Agreement (Please read and sign where indicated)

GMPCS PERSONAL COMMUNICATIONS INC. - Mobile Satellite Services Terms and Agreement

(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 in this Agreement. Basic Satellite Service is provided via the Iridium network utilizing land earth stations. Iridium service is provided through stations operated by Iridium, LLC. 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.

(2.1) Renewal/Cancellation/Deactivation of service: All Post-paid voice plans automatically renew at the end of 12 months. Customers who do not wish to renew their Iridium contract must provide notice of cancellation to GMPCS thirty days prior to the end of the contract term. If notice of cancellation is not received the service agreement will be renewed on a month to month basis, except emergency plans which renew on a year to year basis.

(3) Early terminations: Early terminations of yearly voice service plans or within the first year of monthly voice service plans are subject to a \$300.00 cancellation fee per terminal. Swapping a SIM card will also result in a \$150.00 fee. Notice of termination should be in writing to: GMPCS Customer Service Department, at 1501 Green Rd. Suite A-B, Pompano Beach, FL. 33064 USA. This Service Agreement cannot be assigned without the written consent of GMPCS.

(4) Contractual Limitations/Plan changes: During the contract period, customer may change their pricing plan to a higher bundle free of charge. Moving to a lower pricing plan, when applicable, with fewer included minutes will incur a fee of \$50.00 and will renew the twelve month contract period.

(5) Data Transmission Use & Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of satellite and other operating systems, GMPCS makes no representation as to the success of voice or data calls through any system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (i.e.: next to a building/obstruction), all satellite systems (including low earth orbiting satellite constellations) have inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. GMPCS can provide data setup technical support beyond the normal provided setup instructions at an additional charge. Please consult with a sales representative for more details.

(6) Managed Services: When necessary, GMPCS will, on behalf of the customer, complete the initial account creation process based on information provided by the customer and will conduct train-the-trainer sessions via Web-X on the administrative applications. The customer Administrator will be responsible for all account set up functions, data input and maintenance. GMPCS will not be held responsible for any customer data entry or maintenance. GMPCS shall not be liable to Customer, nor shall Customer make any claim against GMPCS or its suppliers, for injury, loss or damage sustained by reason of any unavailability, delay, faultiness or failure of the facilities and services to be provided by GMPCS pursuant to this Agreement.

(7) Invoicing and Guarantee of Payment of Services: GMPCS will invoice customer monthly. Customers with annual plans will receive an invoice once a year and monthly anytime there has been airtime usage. This bill is due upon receipt. For customer paying by credit card, GMPCS will charge the customer's credit card each month for the next month's monthly service fee and the previous month's airtime. It is the customer's responsibility to notify GMPCS when their credit card renews (with the new expiration date and any other changes) or if they wish to change credit cards. Failure to provide GMPCS with updated credit card information could result in suspension of service, deactivation of the SIM card, and a reactivation fee.

(8) Taxes: The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse GMPCS for any such taxes. An FCC Regulatory Recovery Fee is assessed against monthly service and airtime usage charges for all US based accounts.

(9) Deposits: Mobile Satellite services are granted subject to credit approval by GMPCS. GMPCS requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits of \$500 to \$1,000 are usually required for Non-US citizens or customers who do not have established credit. Customers will be advised prior to service activation if a deposit is required. Deposits will be refunded at service or contract termination.

(10) Foreign Credit Cards: Foreign credit cards will be accepted only after a complete verification has been done with the issuing bank. The issuing bank must contact the credit card holder and confirm the authorization for the charge to be approved. Verification of foreign credit cards may delay order processing for up to 72 hours. The deposit requirements in (8) above will still apply. GMPCS reserves the right to decline any credit card transaction.

(11) 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 \$50.00 per mobile terminal fee for re-activation. GMPCS charges a fee of \$35.00 for returned checks.

(12) 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 REGARDLESS IF CAUSED BY THE SOLE NEGLIGENCE OF GMPCS.

(13) 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 should notify GMPCS immediately, but will still be held responsible for all charges as agreed upon in this Agreement.

(14) 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 satellite equipment.

(15) Software License: This is a license, not a sales agreement, between you and GMPCS. You are granted a non-exclusive, non-transferable (except as provided below) right to use the copy of the software program(s) (the "SOFTWARE"), any accompanying hardware (the "HARDWARE"), and any accompanying documentation in accord with the terms set forth in this agreement. The SOFTWARE, HARDWARE, and accompanying documentation are protected by copyright, trademark, and other intellectual property laws and by international treaty provisions. Therefore, you must treat the SOFTWARE, HARDWARE, and accompanying documentation like any other copyrighted or otherwise protected material (eg. a book or recording) except that:

You may: 1) Install the SOFTWARE and HARDWARE on only one computer; 2) Physically transfer the SOFTWARE and HARDWARE from one computer to another provided that the SOFTWARE and HARDWARE is used on only one computer at a time;

You may not: 1) Use the SOFTWARE and/or HARDWARE on more than one computer at a time; 2) Modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy (except for backup) the SOFTWARE, HARDWARE, or the accompanying documentation; 3) Rent or lease any rights in the SOFTWARE, HARDWARE, or accompanying documentation to any person; 4) Remove any proprietary notices, labels or marks on the SOFTWARE, HARDWARE, documentation and/or containers.

All rights, title, interest, and all copyrights and intellectual property rights in and to the SOFTWARE, HARDWARE, documentation, and any copy made by you remain with GMPCS. Unauthorized copying of the SOFTWARE, HARDWARE, or the documentation, or failure to comply with the above restrictions, will result in automatic termination of this license and will make available to GMPCS other legal remedies. Your sole remedy under this License Agreement shall be repair or replacement as provided in the warranty.

GMPCS SOLE AND EXCLUSIVE MAXIMUM LIABILITY FOR ANY CLAIM BY YOU OR ANYONE CLAIMING THROUGH OR ON BEHALF OF YOU ARISING OUT OF YOUR ORDER OR THE WARRANTY SHALL NOT IN ANY EVENT EXCEED THE ACTUAL AMOUNT PAID BY YOU TO GMPCS FOR THE PRODUCT. IN NO EVENT SHALL GMPCS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, EXEMPLARY, CONSEQUENTIAL, OR SPECIAL DAMAGES OR DAMAGES FOR THE LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES ARISING OUT OF YOUR ORDER OF SOFTWARE, HARDWARE, OR DOCUMENTATION DELIVERED UNDER IT OR OUT OF THE WARRANTY, INCLUDING WITHOUT LIMITATION, LOSS OF USE, PROFITS, GOODWILL OR SAVINGS OR LOSS OF DATA, DATA FILES OR PROGRAMS THAT MAY HAVE BEEN STORED BY THE USER. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Customer is responsible for the payment of charges for all products and services furnished to customer under this agreement. SpeedMail service is charged to the credit card number you have provided to GMPCS. Any applicable federal, state, local and/or foreign taxes, fees and surcharges will be added to the customer's bill as necessary. Customer agrees to review his/her invoice to verify accuracy within 30 days of receipt and notify GMPCS immediately of any discrepancies contained therein and to request any compensation due.

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

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

(18) CUSTOMER FURTHER AGREES THAT THIS CONTRACT IS DEEMED EXECUTED IN FLORIDA AND ALL TRANSACTIONS REGARDING THIS SERVICE AGREEMENT OCCURS IN FLORIDA.

I acknowledge that I have read, understand and will be bound by all the terms and conditions included in all pages of this Service Agreement. I further acknowledge that I am fully authorized to sign as responsible party and that I authorize GMPCS Personal Communications Inc., or its representatives to access and review the information and references identified within this application, obtain my company's credit report and credit history and/or all other relevant information and materials that I provide for the purpose of identifying my financial status and creditworthiness.

Customer Signature

Date

Printed Name