



GMPCS Personal Communications, Inc.
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www.gmpcs-us.com Email: support@gmpcs-us.com
 Online Billing: www.gmpcs-US.com

GMPCS Sign off

VB1

GMPCS SERVICE AGREEMENT FOR INMARSAT BGAN SERVICES- INDIVIDUAL

[For Individual Use Only- Businesses & Government Agencies must complete the Business version of this Agreement]

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

Part 1 YOUR INFORMATION

Please fill out the information below and attach a legible copy of a photo ID (i.e. U.S. Drivers License or Passport, etc.) complete all sections and sign where indicated; then return to GMPCS via fax, e-mail or mail. [All information kept strictly confidential]

First Name: _____ Middle Initial: _____ Last Name: _____
 Social Security Number: _____ Date of Birth: _____
 Street Address _____
 City _____ State _____ Post Code _____ Country _____
 Phone (Daytime) _____ Phone (Evening) _____
 FAX _____ Cellular: _____
 E-Mail Address: _____
 Secondary Contact : _____ Phone #: _____

Part 2 PAYMENT :

GMPCS requires a credit card for automatic monthly or yearly billing for each individual airtime account. GMPCS also offers additional options such as prepaid airtime and warning notifications when certain levels are reached. (Please contact GMPCS Sales or customer service if you are interested in one of these options)

Automatic Deduction From Credit Card:

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 _____

GMPCS CREDIT CARD AUTHORIZATION:

I hereby authorize GMPCS to process credit card vouchers in my name and agree to pay for all charges incurred under the terms and conditions of this Agreement. I have read this Agreement, understand and agree with all terms and conditions and indicate so by executing this Authorization

I, _____, hereby authorize GMPCS Personal Communications, Inc., via this
 (PRINTED NAME OF CARDHOLDER)

signed authorization to charge my credit card for payment of ALL services requested under this Service Agreement .

I further agree **It is my responsibility to ensure that my credit card information, including expiration date is current.**

If my credit card issuer allows, GMPCS may obtain any new expiration dates, any new account numbers or other renewal information from my credit card account and use this information to update my account.

 Signature of card Holder

Note: GMPCS does not accept third party credit cards. See items (8)& (9) of the terms on page 4 for full explanation of credit review and deposit requirements.

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.gmpcsbill.com and obtain a copy of my airtime invoice.

_____ 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 BGAN TERMINAL & SIM CARD INFORMATION:

	Unit 1	Unit 2	Unit 3
Terminal/SIM Name/Label:	_____	_____	_____
BGAN Serial No (IMEI):	_____	_____	_____
BGAN SIM Card No (ICCID):	_____	_____	_____
Main Terminal Number:	_____	_____	_____

If additional terminals and (or) SIM Cards are part of this Agreement, please attach supplementary Sheet.

Supplementary Sheet Attached (check only if used) - listing additional units.

Part 5 BGAN POST/PRE-PAID SERVICE PLAN SELECTION

Please initial to the left of the service plan you would like to place your terminal(s) on:

Initial Below to choose plan	Service Plan	Service Fee	BGAN Voice Minutes Included	Background IP Data Included*	Rate for Additional Background IP Data*
	Anytime Plan	\$780.00 Annual	0	120 MB/Yr.*	\$6.50/MB
	Standard Plan	\$39.95 Monthly	0	0 MB	\$6.50/MB
	Basic Plus Plan	\$65.00 Monthly	0	10 MB/Mo. Plus*	\$6.50/MB
	Basic Allowance Plan	\$130.00 Monthly	0	20 MB/Mo.	\$6.50/MB
	Mid-Level Allowance Plan	\$450.00 Monthly	30	100 MB/Mo.	\$5.20/MB
	High-Level Allowance Plan	\$2,800.00 Monthly	200	750 MB/Mo.	\$4.00/MB
	Super-Level Allowance Plan	\$5,800.00 Monthly	300	2 GB/Mo.	\$3.25/MB
	BGAN Test Drive Plan* (Activation: Waived)	\$250 Valid for 90 Days	150	OR 20 MB	N/A PRE-PAY PLAN

* The Basic Plus Plan allows your unused monthly Background IP Data units to roll over monthly (up to 120MB/yr.)

Part 5a BGAN SERVICE PLAN RENEWAL

You may choose the option of having your service plan automatically renew at the end of your term, or you can contact GMPCS at or before month eleven to renew your service plan. Please remember that if your agreement is not renewed your terminal will be deactivated.

I ELECT to AUTOMATICALLY RENEW my service plan for an additional year at the end of my term.

I DECLINE the AUTO-RENEW OPTION and wish to contact GMPCS at or before month eleven to renew my plan.

Part 5b ADDITIONAL SERVICE FEES

The following is a list of additional fees that will be charged to your account if you either exceed the amounts allotted in your service plan, or if you use services not covered by your service plan.

Additional Service	Rate	Initial Increments	Subsequent Increments
Background IP	\$6.50 / MB*	50 Kbytes (Minimum) *	10 Kbytes *
BGAN Voice** to Fixed – 4 Kbps	\$0.85/ Minute	30 Seconds	15 Seconds
BGAN Voice** to BGAN – 4 kbps (Includes Calls To Voicemail)	\$0.80 / Minute	30 Seconds	15 Seconds
BGAN ISDN – 64 Kbps***	\$6.25 / Minute	30 Seconds	15 Seconds
IP Streaming – 32 Kbps	\$2.75 / Minute	30 Seconds	15 Seconds
IP Streaming – 64 Kbps	\$6.25 / Minute	30 Seconds	15 Seconds
IP Streaming – 128 Kbps	\$10.63 / Minute	30 Seconds	15 Seconds
IP Streaming – 256 Kbps	\$18.07 / Minute	30 Seconds	15 Seconds
Short Messaging Service	\$0.45 / Per 160 Character Msg.	160 Characters	160 Characters

Data Abbreviations: MB= Megabytes; GB= Gigabytes; 1 GB = 1,024 Megabytes; 1 MB = 1024 Kilobytes; 1 Kilobyte =8 Kilobits

**Calls to other satellite terminals will be billed at \$10.00/per minute.

*** Calls from ISDN (Fax) to Mini-M Fax are billed at \$8.75 per minute. ISDN to ISDN is billed at \$17.50 per minute.

Optional Incoming Call Plans:

_____ **GMPCS Direct:** Utilizing an 800 number & 10 digit Pin Code for incoming calls to be billed to the account @ \$ 2.50 per minute for low speed service. High speed ISDN service is billed @ \$8.50 per minute.

_____ **GMPCS DID Connect*** **\$30.00 per month / \$1.95 p/m for low speed service & \$8.00 p/m for high speed service - US telephone number for DIRECT DIALING.** (NOTE: Available for all voice, Fax, data & ISDN services that are charged on a per minute basis. Please Check Required Application. One fee per assigned Number.

Voice 1 _____ Voice 2 _____ Fax _____ Other (please specify) _____

_____ **Pooled/Bundled Minutes** (Available For “Anytime Plan” Participants Only)

Checking here enables multiple terminals to be placed into an anytime pool, which allows all terminals placed in this pool to draw from the total Megabyte equivalents of the pool. The Annual Anytime Plan equals 120 Mbytes (or the equivalent units of other services such as streaming, ISDN or voice). Each block of 120 Mbytes is valid for one year from date of purchase. If additional terminals are added during the year, their blocks of 120 Mbytes are valid for twelve months from the date they are entered. At the end of one year two things happen. Any remaining Mbytes from the initial 120 MBytes purchase expire, and the initial group of terminals will need to renew their service for another year by buying another block of 120 Mbytes to stay active in the pool.

IMPORTANT AIRTIME PLAN NOTES:

- SMS service = 160 character message maximum.
- * The yearly Anytime plan 120MB allowance and Basic Plus plan 10MB allowance only counts towards background IP (streaming data and voice will be billed at standard rates).
- The Basic Plus Plan allows your unused monthly allotted Background IP Data units to roll over monthly (up to 120MB per year)
- Billing Increments (Minute Services) – 30 second increments.
- Billing Increments (Data Services) – 50 Kbytes minimum per each 12 hour period, with additional data billed in 10 Kbyte increments.
- All Pricing in U.S. Dollars (\$/USD)
- All service plans are on a one year contract, billed monthly for service fees, except the Anytime Plan (which is billed annually). All subsequent terms will be for 1 year, except the Basic Plus Plan-which is month to month after the 1st year).
- Any service plan changes will take effect on the 1st day of the following calendar month.

Dealer Information (if applicable)

Dealer Name: _____ City: _____

Date of Purchase: _____ Dealer Code: _____

Part 6

******* TERMINAL WARNING *******

IMPORTANT BGAN TERMINAL OPERATION NOTIFICATION & ACKNOWLEDGEMENT

Inmarsat BGAN terminals are capable of making high speed (broadband) Internet connections that can result in SIGNIFICANT AIRTIME BILLS for satellite airtime if usage is not monitored and controlled. Service Users must use extreme caution when connecting this terminal to a computer network that may request or search for Internet access. If you have any questions about connecting your terminal to a network, contact GMPCS or a computer network specialist. Please be aware that there are significant differences between direct ISDN Connections, Streaming IP and background IP connections.

Please check the appropriate box below and initial where indicated to acknowledge your preferred response to this warning.

I have read and understand this warning and:

I WOULD LIKE TO ESTABLISH AN AMOUNT TO SEND ME AN EMAIL ADVISORY (sent to the email address on page one PART 1C – or additionally provided here). GMPCS WILL CONTACT ME TO DISCUSS OPTIONS AND SET ADVISORY LIMITS PRIOR TO COMPLETING ACTIVATION OF THE BGAN SERVICE

ADVISORY AMOUNT I WOULD LIKE TO SET: _____ (DEFAULT \$2500.00) CUSTOMER INITIAL _____

Addl' email _____ Addl' email _____

ADVISORY LEVEL SET AT _____ Acct. Mgr. _____

I WOULD LIKE GMPCS TO SUSPEND OPERATION OF THE TERMINAL AT A PREDETERMINED LEVEL AND SEND ME AN E-MAIL NOTIFICATION (sent to the email address on page one PART 1C – or additionally provided here). GMPCS WILL CONTACT ME TO DISCUSS OPTIONS AND SET SUSPENSION LIMITS PRIOR TO COMPLETING ACTIVATION OF THE BGAN SERVICE

SUSPENSION LEVEL I WOULD LIKE TO SET _____ (DEFAULT \$2500.00) CUSTOMER INITIAL _____

Acct. Mgr. _____

Addl' email _____ Addl' email _____

I UNDERSTAND THE POTENTIAL FOR SIGNIFICANT AIRTIME USE THROUGH THIS TERMINAL, BUT, I DO NOT WISH TO UTILIZE GMPCS' ADVISORY OR SUSPENSION SERVICE AT THIS TIME.

CUSTOMER INITIAL _____

*While GMPCS Personal Communications will attempt to advise all respective parties of their impending and encroaching limit, the burden of responsibility and discretion remains with that of the subscriber. It is solely their responsibility to ascertain that all equipment is properly engaged and managed accordingly. GMPCS Personal Communications assumes no liability as a result of this election for any apparent and incurred overages that may arise. Customer understands and accepts this responsibility

Signature _____

Date _____

Part 7

TERMS AND CONDITIONS

Notice: This Service Agreement is for a minimum of one (1) year. All airtime is billed from the United States in U.S. Dollars (USD).

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 and pricing under the terms detailed within this Agreement. Inmarsat BGAN Service is provided via Inmarsat land earth stations and network connectivity through Telenor Satellite Services and/or France Telecom Mobile Satellite Communications. 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 any time.

(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. Along with potential incorrect use (i.e.: next to a building/obstruction), customer is also responsible for any data transmission at optimum speed, whether intended or not. Customer has been made aware of potential for significant airtime bills and accepts this responsibility. All satellite systems have some 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.

(4) Changes/Early terminations/Contractual Limitations: During the contract period, customer may change their pricing plan to a higher bundle without additional charge. Moving to a lower cost plan or canceling a service plan requires customer to continue to make the minimum payments of their original service plan for the remainder of their original contract period, then new plan rates will apply. Changing any service plan will renew the contract period for 12 months as of the effective date of the change.

(5) Renewal: All service plans automatically renew at the end of their term unless GMPCS receives notification in writing prior to the end of contract term. Successive renewals will be for one (1) year service periods at the same terms and conditions contained herein.

(6) Assignment: This Service Agreement cannot be assigned without the written consent of GMPCS.

(7) Notice of Change/Termination: Notice of change or termination should be made in writing to the GMPCS Customer Service Department at 1501 Green Rd. Suite A-B, Pompano Beach, FL. 33064, USA, no less than thirty (30) days prior to the expiration of any term of this Agreement. GMPCS reserves the right to terminate this Contract at any time during the contract period.

(8) Invoicing and Guarantee of Payment of Services: Invoices are due and payable upon receipt. Monthly recurring charges are billed monthly in advance. Customer understands that they are responsible for all air time charges, including but not limited to direct airtime, long distance and roaming charges (if applicable), and charges for any Customer-elected, value-added services (when available). Payment must be made in U.S. Dollars. Customer requests for direct billing are subject to credit approval and may be subject to required deposits and/or direct payment by credit card or a guarantee authorized against a valid accepted credit card.

(9) 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.

(10) 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 may be 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 and all airtime has been paid.

(11) 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. All deposits for terminals will still apply. GMPCS reserves the right to decline any credit card transaction.

(12) 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 or re-activation fee of \$50.00 per mobile terminal for re-activation of the suspended terminal. Additional deposits may be required after such an event. GMPCS charges a fee of \$35.00 for returned checks.

(13) 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.

(14) 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 until proper written documentation is received and confirmed by GMPCS.

(15) 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. For more information on this, please consult with your GMPCS Account Manager.

(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 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.

Signature_____

Printed Name:_____

Date_____