





**GMPCS Personal Communications, Inc.**  
 1501 Green Rd., Pompano Beach, FL 33064  
 (Ph) +1.954.973.3100 (Fax) +1.954.973.4800  
[www.gmpcs-us.com](http://www.gmpcs-us.com) Email: [support@gmpcs-us.com](mailto:support@gmpcs-us.com)  
 Online Billing: [www.gmpcs-US.com](http://www.gmpcs-US.com)

**Section 1.2 - PAYMENT:**

GMPCS requires a credit card for automatic billing for each rental 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 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. For full explanation of credit review and deposit requirements.*

This RENTAL AGREEMENT ("Agreement") is made and entered into as of the effective date indicated below between GMPCS Personal Communications and the Customer.

**SECTION 1.3 - EFFECTIVE RENTAL DATES**

The rental's effective date is the first day of your trip. For example: if you are leaving for a cruise from Miami on Saturday the 10<sup>th</sup>, the effective rental date would be the 10<sup>th</sup> and it would need to arrive no later than the 8<sup>th</sup> or 9<sup>th</sup>.)

**Effective Date(s) of Use:** FROM: (MM/DD/YY) \_\_\_\_\_ TO: (MM/DD/YY) \_\_\_\_\_

**PLEASE INDICATE INTENDED AREA OF USE:** \_\_\_\_\_  
 Exact Location (Countries/Areas/Etc. – **Extremely Important!**)

**To Customer By This Date:**

I would like the terminal delivered to me by this date: (MM/DD/YY) \_\_\_\_\_.

GMPCS typically will have the phone delivered earlier than the day before it is needed. Unfortunately, due to scheduling restraints we may not always be able to accommodate and therefore request a "Would like the terminal by" date to ensure your shipment arrives on time.

**Return date:**

GMPCS allows an additional 3 complimentary business days at the conclusion of your rental term to return the equipment. If your rental ends on Saturday, we understand that you may not be able to return the equipment until Monday.



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**SECTION 1.4 - EQUIPMENT REQUEST:**

**Hughes HNS-9201:**

Number of Terminals Requested:  ONE  TWO  THREE  Other (Fill in) \_\_\_\_\_ \*

Weekly Rental: **\$175.00**       Monthly Rental: **\$400.00**

**Thrane & Thrane 100/110:**

Number of Terminals Requested:  ONE  TWO  THREE  Other (Fill in) \_\_\_\_\_ \*

Weekly Rental: **\$95.00**       Monthly Rental: **\$290.00**

**Thrane & Thrane 300:**

Number of Terminals Requested:  ONE  TWO  THREE  Other (Fill in) \_\_\_\_\_ \*

Weekly Rental: **\$95.00**       Monthly Rental: **\$290.00**

**Thrane & Thrane 500:**

Number of Terminals requested:  ONE  TWO  THREE  Other (Fill in) \_\_\_\_\_ \*

Weekly Rental: **\$125.00**       Monthly Rental: **\$350.00**

**Thrane & Thrane 700:**

Number of Terminals Requested:  ONE  TWO  THREE  Other (Fill in) \_\_\_\_\_ \*

Weekly Rental: **\$245.00**       Monthly Rental: **\$550.00**

**Sabre 1 Add Value:**

Number of Terminals Requested:  ONE  TWO  THREE  Other (Fill in) \_\_\_\_\_ \*

Weekly Rental: **\$95.00**       Monthly Rental: **\$290.00**

\* For quantities over 10, please contact GMPCS for pricing and availability.  
 \* Thrane & Thrane 727: limited supply item for experienced users; please call for further information.



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**SECTION 1.5 - STANDARD AIRTIME RATES** (Please select one)

**Prepaid Airtime:** (This is the most cost effective way to pay for airtime). Prepaid airtime is non-refundable. Prepaid Airtime applies to background IP use only. Prepaid Airtime is sold in 80 Megabyte blocks: 80MB = \$500.00 (\$6.25/MB) Prepaid airtime burns in units: One 80MB block = 5,040 Units. 1 MB = 63 Units (Ex: 1 MB of Bkgd IP = 63 units) Prepaid airtime can only be added to terminal once a month, so please take into consideration the full amount you will be using.

Please select amount needed:  **80MB**  **160MB**  **320MB** Other, Please Specify: \_\_\_\_\_

**Postpaid Airtime:** [Subject To Credit Approval] (Additional approval may be required for streaming data) Bkgd IP transmissions = \$6.95/MB (1 MB = 63 Units) Voice calls burn at a rate of \$1.25/Min. The postpaid burn rate for each of the following services is as follows:

**Airtime Matrix for GMPCS Rental Agreement**

Service	Add Value	Explorer 110	Explorer 300	Explorer 500	Explorer 700	Hughes 9201	Explorer 727	Rate
Background IP	x	x	x	x	x	x	x	\$6.95/MB
SMS	x	x	x	x	x	x	x	\$0.65 SMS
ISDN 56 & 64 K				x	x	x	x*	\$6.39/Min
Streaming 32K	x	x	x	x	x	x	x	\$3.19/Min
Streaming 64K	x	x	x	x	x	x	x	\$6.39/Min
Streaming 128K				x	x	x	x	\$10.91/Min
Streaming 256K					x	x	x*	\$18.62/Min
Streaming 384K					x	x		\$26.95/Min

**\*Concerning the Explorer 727; Inmarsat supports 256kbps streaming at elevations above 45 degrees. Below this elevation, the 128kbps streaming connection is recommended.**

**Important Notes:** Because of their high speed data transmission & IP streaming capabilities, Bgan terminals are capable of sending 1 MB of data in less than 30 seconds. Please budget accordingly. All Airtime rates are from terminal to any terrestrial destination in the world, with the exception that calls from the terminal to another satellite terminal are charged at double the normal airtime rate for the terminal. Rates may vary slightly.

**SECTION 1.6 - METHOD OF SHIPMENT:** (Per Terminal) **HNS-9201 TT EXP110/300 Exp 500 Exp 700 ADV BGAN**

<input type="checkbox"/> Priority Overnight (by 10:30am destination time, most cities)*	<b>\$106.00</b>	<b>\$85.00</b>	<b>\$98.00</b>	<b>\$172.00</b>	<b>\$85.00</b>
<input type="checkbox"/> Standard Overnight (by 3:00pm destination time, most cities)*	<b>\$95.00</b>	<b>\$76.00</b>	<b>\$88.00</b>	<b>\$162.00</b>	<b>\$76.00</b>
<input type="checkbox"/> 2 <sup>nd</sup> Day Priority (delivered as late as 7:00pm in some locations) *	<b>\$66.00</b>	<b>\$52.00</b>	<b>\$59.00</b>	<b>\$98.00</b>	<b>\$52.00</b>
<input type="checkbox"/> 3 <sup>rd</sup> Day Saver (delivered as late as 7:00pm in some locations) *	<b>\$58.00</b>	<b>\$46.00</b>	<b>\$53.00</b>	<b>\$80.00</b>	<b>\$46.00</b>

Same Day Service – by FedEx. Premium Service – Nationwide. Uses commercial airlines and couriers to get your equipment to you the same day you order it. (Min. cost: \$75.00 by ground, \$200.00 by air) **[Call for quote/availability]**

\* Shipping prices for the Exp 727 are TBD.

**Additional Shipping Fees that May Apply:**

**Expediting Fee(s):** Saturday Delivery = **\$15.00**

**Rush-Same/Next day Rentals:** (for “same day” service or for “next day” orders received after 4PM EST) = **\$15.00**

**Additional Accessories:** If customer selects additional accessories or multiple products, shipping prices will change based on weight and size.

**Shipping Notes:** “Method of Shipment” calculations are based on a SINGLE UNIT being rented. All shipping charges are subject to change without notice. Additional fees may apply. **\*Alaska, Hawaii & Puerto Residents, Please Note:** Alaska, Hawaii & Puerto Rico must select “next day” or “2<sup>nd</sup> day” under shipping charges ( due to the increased costs incurred by shipper to these areas) Shipments to these areas may require an additional day to be delivered. (Please contact FedEx to see if you are in an area that requires an additional day to ship to you.)



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**SECTION 1.6- STANDARD RENTAL EQUIPMENT**

The following standard equipment has been or will be provided to the customer as part of this Agreement. Proof of delivery and return will be provided by both parties through execution of a delivery receipt or signed delivery via common courier. Important Note: customer will be charged for any missing equipment/accessories.

**Standard Equipment included with Hughes HNS-9201:**

Includes Bgan unit, Bgan Handset, Standard Lithium Ion Battery Pack, (4400 mAh), AC Charger/Mains (100 - 240VAC) 50/60 Hz w/ N. American Plug, USB Cable, Ethernet & ISDN Cables, International Travel Adapter Kit, Installation CD w/User's Manual.

**Standard Equipment included with Sabre 1 Add Value:**

Includes: Bgan Terminal, Lithium Ion Battery, AC>DC Charger 100-240VAC w/EURO - US - UK Power Cords, Analog handset - RJ-11 2 wire phone cable (1.8M), Cat. 5 Ethernet cable (1.5M), Carrying Case, CD & Start Guide

**Standard Equipment included with Thrane & Thrane 110:**

Includes Bgan terminal (interface unit & antenna unit), Bgan Handset, rechargeable Lithium Ion Battery, AC/DC power supply, N. American Adapter, IP protected USB cable, user manual CD.

**Standard Equipment included with Thrane & Thrane Explorer 300:**

Includes: bgan unit, bgan Handset, 2M Ethernet cable, power cable, battery pack, AC/DC power adapter 15V/50W, N. American Adapter, User's manual (on CD).

**Standard Equipment included with Thrane & Thrane Explorer 500:**

Includes: Bgan unit, Bgan Handset, 2M Ethernet cable, power cable, USB cable 2.0 A, battery pack, AC/DC power adapter 15V/50W, N. American Adapter, User's manual (on CD).

**Standard Equipment included with Thrane & Thrane Explorer 700:**

Includes: Transceiver Unit, Antenna Unit-HPA, Bgan Battery (4400mAh), AC Charger 100-240VAC > 19VDC & power Cable, Antenna Cable 10M, Antenna Cable 1Ft., Ethernet Cable 2M, USB Cable A-B 1M, Analog Handset, Getting Started Kit & CD.

**Standard Equipment included with Thrane & Thrane 727:**

Includes: Transceiver, Antenna, Antenna cables (1 - 2.7M cable and 1- 8M cable), 5M Ethernet cable, 6M power cable, Explorer magnetic mounting kit, getting started kit containing CD-ROM, Manual & quick guide.

**SECTION 1.7- OPTIONAL/ADDITIONAL RENTAL ACCESSORIES**

If additional equipment / accessories are provided and/or selected by the customer, customer will pay additional rental charges as indicated below:

		QTY			TOTAL
<input type="checkbox"/> Additional Battery(s)	\$20.00/Rental	_____	at \$20.00	=	\$ _____
<input type="checkbox"/> International Adapter Plug Kit	\$3.95/Rental	_____	at \$3.95	=	\$ _____
<input type="checkbox"/> Cigarette Lighter Adapter for solar panel	\$35.00/Rental	_____	at \$35.00	=	\$ _____
<input type="checkbox"/> Solar Panel (requires Cigarette Lighter Adapter)	\$45.00/Rental	_____	at \$45.00	=	\$ _____
<b>TOTAL AMOUNT FOR OPTIONAL ACCESSORIES</b>					<b>= \$ _____</b>

(Note: The larger Bgan units, the HNS-9201 & TT Explorer 700, require the 60W solar panel which can be purchased, but is not available for Rental.)

**SECTION 1.8 IMPORTANT BGAN TERMINAL OPERATION NOTIFICATION & WAIVER**

Please be aware that 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. Please be aware that there are significant differences between direct ISDN Connections, Streaming IP and background IP connections.

If you have any questions about connecting your terminal to a network, contact GMPCS or a computer networking specialist. To prevent excessive charges GMPCS automatically puts a \$1,000 limit on bgan terminal rentals (When the terminal reaches a \$1,000 balance, the rental terminal usage is automatically suspended unless customer chooses to accept the additional charges and waives this preventative measure)

**To operate this terminal without this a preventive limit in place, please sign below:**

I am aware of the potential cost of using this terminal, and I prefer not to have a set suspension limit.  
 I agree to pay any and all airtime charges resulting from the use of this terminal.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



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## **SECTION 2.0 - 14.0 - RENTAL TERMS & CONDITIONS**

### **SECTION 2 – AGREEMENT TO RENT**

GMPCS agrees to rent to Customer, and Customer agrees to rent from GMPCS Personal Communications, Inc., 1501 Green Rd., Ste.A-B, Pompano Beach, FL 33064, USA, the mobile satellite equipment, hereafter designated Equipment, described above, and except as otherwise provided herein, will continue until the end of the Effective Dates of Rental. The Customer agrees to use the rental equipment with GMPCS' Inmarsat bgan airtime services.

### **SECTION 3 – TERM OF AGREEMENT**

The term of this Agreement begins on the Effective Date, as shown above, and except as otherwise provided herein, will continue until the equipment is returned to GMPCS as noted in the terms of the effective date and return grace period.

### **SECTION 4 – PAYMENTS & CHARGES- 4.1 Rental Charges**

Customer agrees to pay applicable rental charges and any other applicable fees **IN ADVANCE** prior to shipment to customer designated shipping address. A security deposit reserve as noted in Section 4.2 will be taken by GMPCS as security for the return of the equipment in good condition. A reserve is not a charge and Customer agrees to the acquisition of this reserve by signing this agreement. The Customer will return the Equipment at the end of the Rental Effective Date and will pay an equivalent daily rental rate based on the applicable rental rates for any time after the Effective Date and return grace period. Customer's credit card will also be charged the applicable airtime charges (for calls made during the rental period) plus 3% Federal Excise Tax. GMPCS will present customer with an itemized call detail record for all calls made by the rental phone within 60 days after the end of the rental. Until GMPCS receives the Equipment, the Customer shall remain bound by the obligations of this Agreement.

#### **4.2 Security Deposit/Reserve/Late Fees**

A reserve against the Customer's credit card will be made as previously indicated, on, or before the Effective Date, as a security reserve for each terminal, as follows:

**Sabre 1 Add Value:** GMPCS charges a stipulated equipment value of \$1,200.00 as a security reserve per terminal

**Hughes HNS-9201:** GMPCS charges a stipulated equipment value of \$2,000.00 as a security reserve per terminal

**T&T Explorer 100/110:** GMPCS charges a stipulated equipment value of \$1500.00 as a security reserve per terminal

**T&T Explorer 300:** GMPCS charges a stipulated equipment value of \$2,000.00 as a security reserve per terminal

**T&T Explorer 500:** GMPCS charges a stipulated equipment value of \$2,500.00 as a security reserve per terminal.

**T&T Explorer 700:** GMPCS charges a stipulated equipment value of \$3,000.00 as a security reserve per terminal.

**T&T Explorer 727:** GMPCS charges a stipulated equipment value of \$8,000.00 as a security reserve per terminal.

This reserve will be maintained by GMPCS and will be applied against any default of Customer in payment of rent or for damage or loss of the Equipment or other payment due GMPCS which is chargeable to the Customer. If the customer believes they may be late in returning the equipment, they must notify GMPCS prior to the expiration of the contracted rental period, or the phone's airtime may be suspended (which will render the phone inoperable). If the customer is more than one week late, the security reserve will be captured until the equipment is returned. When the equipment has been returned, the security reserve will be credited back to the customer minus all charges that have been incurred plus a late fee in the amount of \$50.00. The customer will be charged standard rental charges for the additional week(s) the equipment was in the customer's possession. Upon termination of this Agreement, and after final airtime and other charges are paid in full, the remainder of the reserve will be released from the credit card.

#### **4.3 Test and (or) Repair Charge**

If returned equipment appears broken due to misuse, a test and repair charge of up to \$50.00 may be charged for inspection, testing and minor repairs required to return the Equipment to service. This charge will be payable at the end of this Agreement. If the terminal can not be repaired, the customer will be notified and will be responsible for the designated replacement cost of the terminal.

#### **4.4 Other Costs**

In addition to the applicable equipment rental charge and airtime, the customer also agrees to be charged for any additional equipment selected above and for shipping. The Customer agrees to pay GMPCS any shipping costs for delivery of the Equipment to the Customer (as indicated above), and the Customer will pay for shipping costs for return of the Equipment to GMPCS' designated storage location. The Shipping charges noted above are for shipment to any location in the Continental United States. Additional charges apply for shipping to other locations. GMPCS utilizes FEDEX for all rental shipments.

#### **4.5 Data transmission use & Dropped Calls**

Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, GMPCS makes no representation as to the success of data calls through the system. Customer agrees that all data call



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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), the Inmarsat system (a geo-stationary satellite system) has 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.

**4.6 Taxes, etc.**

Customer will either pay directly for any taxes or governmental fees such as, use, property, excise, customs duty or other taxes, license fees, assessments, permits or commissioning and registration fees relating to the shipment, activation and rental of the Equipment.

**4.7 Statement Fee**

Customer will incur a \$4.95 monthly fee upon completion of their rental term should they elect to receive a paper invoice of their call detail/records. GMPCS, unless otherwise noted, will automatically utilize the email address provided in Section 1 for electronic submission of your final invoice.

**SECTION 5 – EQUIPMENT USE, SITE & INSPECTION**

Customer shall be responsible for obtaining any license, permit or permission from any governmental or regulatory agency which may be necessary for or imposed upon the operation of the equipment. Operation is legally allowed in many countries outlined in the GMPCS website [www.gmpcs-us.com](http://www.gmpcs-us.com) (About Inmarsat Section). The Customer will exercise due care in and will permit only qualified personnel to use and operate the Equipment and such use and operation shall be only according to written instructions provided by GMPCS. Customer will not use or operate the Equipment in any illegal manner or for any illegal purpose nor in violation of any law ordinance or regulation. The Customer will keep GMPCS advised of the changes to the Specified Equipment's site or usage location. The Customer will permit GMPCS or its Agent to inspect the Equipment during the term of this agreement at any reasonable time.

**SECTION 6 – WARRANTY**

GMPCS warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. GMPCS MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, AS TO ANY MATTERS WHATSOEVER. GMPCS DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

**SECTION 7 - OWNERSHIP AND SECURITY INTEREST**

**7.1 Ownership** - Customer acknowledges that GMPCS is and shall remain the owner of the Equipment until title is conveyed to the Customer by an attached separate lease/sale or sale agreement. Customer will protect GMPCS' ownership rights against claims, liens and other encumbrances by Customer's creditors or other claimants against Customer. Customer will not remove, obliterate or obscure markings which identify GMPCS as owner of the Equipment.

**7.2 Security Interest** - Customer will execute and deliver to GMPCS documents and forms which are reasonably necessary or desirable to protect GMPCS' ownership and interest in the Equipment, including finance statements under the Uniform Commercial Code.

**SECTION 8 - INSURANCE AND RISK OF LOSS**

**8.1 Insurance** - GMPCS does not insure the equipment during the period it is rented to the customer. The customer may elect to obtain, at his/her expense, insurance covering the Equipment during the term of the rental.

**8.2 Risk of Loss** - Customer will bear responsibility for all malfunctions, failures, damage to or loss of equipment, except to manufacturing defects and normal wear and tear covered under Section 9. In the event of any such damage or loss, Customer will promptly give GMPCS notice thereof and, Customer will elect one of the following options:

- (i) Pay to GMPCS an amount equal to the Stipulated Equipment Value or fraction thereof for the damaged or lost equipment. In such case, the rental charges and other obligations of the Customer shall continue until the payment is made. After payment is made this Agreement will terminate as to the Equipment involved; **or**
- (ii) Request that GMPCS repair or replace the damaged or lost equipment, and pay to GMPCS the cost of such repair or replacement. In such case the rental charges and other obligations of the Customer shall continue during the period of repair or until replacement. If GMPCS is unable to repair or replace the equipment then option (i) shall apply.

In any case the amount to be paid to GMPCS shall be reduced by any applicable insurance proceeds paid to GMPCS pursuant to Section 9.1 of this Agreement.

**SECTION 9 – MAINTENANCE**

**9.1 Normal Maintenance** - GMPCS or its authorized agent will be the exclusive source to maintain the Equipment and will maintain the Equipment in operational condition. Customer will deliver the Equipment to GMPCS or its agent for maintenance and Customer will pay all costs for shipment to GMPCS or its agent and shall be liable for any loss or damage during transportation. GMPCS or its agent will return the Equipment to the Customer and shall be liable for any loss or damage during transportation.



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When available, and requested by the Customer, maintenance may be effected at the customers location, in which case Customer will pay for the transportation and labor costs of GMPCS or its authorized agent's in accordance with the standard rates in effect. Such maintenance will be provided without charge to Customer to malfunctions and failures due to manufacturing defects and normal wear and tear. Maintenance required for other malfunctions and failure or damage such as caused by improper power source, abuse, accident, improper operation or abnormal conditions of operation is covered under Section 8.2.

**NOTE: USE OF ERRATIC POWER WILL DAMAGE EQUIPMENT. THIS IS OF PRIMARY IMPORTANCE IN COUNTRIES WHERE CONSISTENT POWER SUPPLY IS NOT AVAILABLE. CUSTOMER PROVIDED AUXILIARY POWER GENERATOR SHOULD BE CONSIDERED & MAY BE REQUIRED.**

Malfunction or failure of operation covered by this section will entitle the Customer to a reduction in rental charges on a pro-rated basis for a period commencing on the day the malfunction or failure is reported to GMPCS in sufficient detail to enable GMPCS or its agent to commence necessary repairs and ending on the day the Equipment is returned to the Customer in serviceable condition. In no event will GMPCS be liable for any loss of profits, indirect, consequential or other damages resulting from any failure of the Equipment. The customer will not open the Equipment electronics enclosure housing, alter or repair or permit the alteration or repair of the Equipment, or make any attachments thereto, without the prior written approval of GMPCS Personal Communications Inc.

**SECTION 10 - LIMITATION OF LIABILITY AND INDEMNITY**

**10.1 Limitation of Liability** - In no event will GMPCS be liable to the Customer for any incident, indirect or consequential damages however caused, whether by GMPCS' negligence or otherwise

**10.2 Indemnity** - The Customer agrees to protect, indemnify and hold harmless GMPCS from and against all claims, damages and costs including legal expenses arising out of the Customer's use of this Equipment.

**SECTION 11 – DEFAULT**

If Customer fails to perform any obligation when due under this Agreement, or otherwise defaults, GMPCS has the right to terminate this Agreement forthwith by notice to the Customer. Upon such termination, (i) the balance of the Gross Rental Amount will be due and payable immediately and, (ii) GMPCS has the right, at its option, to take possession of and remove the Equipment from service immediately. Any other damages or amount chargeable to the Customer shall be immediately due upon such termination.

In addition to failure to perform its obligation elsewhere stated in this Agreement, the following shall be defaults by the Customer:

- (i.) Issuance of writ, attachment, execution, or similar court process against the Customer or its property.
- (ii.) Bankruptcy, or any application for reorganization protection from creditors, insolvency, appointment of a receiver or trustee whether voluntary or involuntary.
- (iii.) Termination of the Customer's business.
- (iv.) Change in management or ownership of the Customer.
- (v.) If any representation prior to or during the term of this Agreement proves to be false or misleading in any material respect.
- (vi.) Any action which jeopardizes GMPCS' ownership or agent/partner's ownership rights or ability to take possession of the Equipment.
- (vii.) Failure to use the GMPCS network or to pay communications service invoices on time.

**SECTION 12 - ASSIGNMENT**

This agreement and the rights and obligations created hereunder shall not be reassigned by the Customer without the prior written consent of GMPCS Personal Communications Inc.

**SECTION 13 – NOTICES**

All notices and other communications required or permitted to be given under this Agreement will be in writing and will be effective when delivered personally, when sent by confirmed fax, U.S Mail or certified courier addressed to the parties at their respective addresses set forth below, unless by such notice a different person or address shall have been designated. If to Customer: To the address given in Section 1 "Rental Data" and to Customer's listed fax number

If to GMPCS Personal Communications, Inc.: GMPCS Personal Communications Inc., 1501 Green Rd. Suite A-B, Pompano Beach FL. 33064, USA

**SECTION 14 – GENERAL**

**14.1 Early Returns** – Under no circumstance will customer be granted credit for unused time or early return of equipment as it pertains to the effective date of rental.

**14.2 Export Regulations** - The Customer will not divert export or re-export the Equipment to any country contrary to U. S. export laws.

**14.3 Excusable Delays**

If GMPCS' performance of any obligation hereunder is delayed due to reasons beyond GMPCS' reasonable control, the time for performance of such obligation will be postponed for a period equal to the number of days of such delay. In no event will GMPCS



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[www.gmpcs-us.com](http://www.gmpcs-us.com) Email: [support@gmpcs-us.com](mailto:support@gmpcs-us.com)  
 Online Billing: [www.gmpcs-US.com](http://www.gmpcs-US.com)

be liable for any damages resulting from any delay in the delivery of any Equipment or any delay in the performance of any maintenance.

**14.4 Previous Agreements**

This Agreement supersedes all prior and contemporaneous agreements and representations made with respect to the same subject matter, and is the entire Agreement between the parties.

**14.5 Severability**

In the event that any one or more provisions contained in this Agreement should, for any reason, be held to be unenforceable in any respect under the laws of the state of Florida, or the United States, unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had not been contained herein.

**14.6 Controlling Law**

All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of the Florida.

**14.7 Headings** - The headings and titles to the section and paragraphs of this Agreement are inserted for convenience only and will not be deemed a part hereof or affecting the construction or interpretation of any provisions hereof.

**14.8 Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy hereof.

**14.9 Further Assurances**

The parties agree to perform all acts and execute all supplementary instruments or documents which may be necessary or desirable to carry out the provisions of this Agreement. Until GMPCS receives the Equipment, the Customer shall remain bound by the obligations of this Agreement.

**AGREED TO BY THE CUSTOMER:**

By: \_\_\_\_\_  
 CUSTOMER NAME (SIGNED)

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 CUSTOMER NAME (PRINTED)

\_\_\_\_\_  
 DATE