



GMPCS Personal Communications, Inc.
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GMPCS Sign Off

GMPCS SERVICE AGREEMENT FOR INMARSAT FLEET BROADBAND 150

Please fill out completely, initialing pages 1,3,4,5 and signing 2 & 6, plus the CC Authorization - then return to GMPCS via fax or mail

Part 1 CUSTOMER INFORMATION:

Vessel Name _____ Flag _____

Primary Contact _____ IMO # (if applicable) _____

Company Name (if individual see-below) _____

Individual Account Name _____

Social Security Number _____ - _____ - _____ (Individual) Date of Birth: _____

Address _____

City _____ State _____ Post Code _____

Country _____

Phone (Daytime) _____ Phone (Evening) _____

FAX _____ Cellular _____

E-Mail: _____

Dealer Name: _____ Dealer Account #: _____

PART 2 TERMINAL INFORMATION:

TERMINAL SERIAL NUMBER (IMEI): _____

Mobile Earth Station (MES) Manufacturer: _____

Mobile Earth Station (MES) Model: _____

Antenna Serial Number: _____

Note: This terminal may not be used for safety and distress purposes.

Initial _____

Environmental usage of The System:

Maritime Maritime Fixed

What will be the primary use of the MES?

Yachts Passenger/Cruise Commercial Offshore
 Government Fishing Other _____

Vessel Information:

Country of Registration (Flag State): _____ MMSI: _____

Type of Vessel: _____ IMO No: _____

Call Sign: _____ Gross Tonnage: _____

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: _____

Certification and Agreement

a) To be signed by the applicant:
 I, the Owner or Owner's Legal Representative have read, signed (Article 7) and agree to comply with the "Terms & Conditions" for the use of the Inmarsat space segment', in particular with applicable laws and regulations relating to the use of Inmarsat Mobile Terminals.

Signature: _____

Date: _____

Print Name: _____

GMPCS ONLY

SIM CARD ICC-ID _____ VOICE 1: _____

FAX: _____ DATA: _____

ISDN: _____

Part 3: Rates – These basic rates will apply to all voice and data calls unless you select one of the allowance plans in Part 4 below. Please Note there is a \$50.00 one time activation fee. There is no monthly service fee for basic service.

GMPCS Fleet Broadband 150 Airtime Pricing	Rate	Initial Increments	Subsequent Increments
Background IP	\$12.25 MB	50 Kbytes (Minimum)	10 Kbytes
Voice to PSTN	\$1.35 min	30 Seconds	15 Seconds
Voice to Cell	\$1.70 min	30 Seconds	15 Seconds
Voice Mail	\$1.35 min	60 Seconds	60 Seconds
SMS from Mobile	\$0.55	160 Characters	160 Characters
<p>Note that voice calls to other satellite services are charged at \$2.00 per minute to Inmarsat ISAT, BGAN and Swift BB Services. Voice calls to Iridium, Globalstar or Thuraya are charged at \$8.00 per minute.</p>			

Part 4: FBB Allowance Plans:

CHOOSE ONE of the following service plans for each terminal you purchase:

Check One	Service Plan	Service Fee	Total Allowance
	FBB 150 Entry-Level Plan	\$1,125 <i>Monthly</i>	Monthly fee entitles user to \$1,125 of service at \$8.95 per MB for Background IP and \$0.95 per minute for voice to fixed. Voice to Cellular is \$1.20 per minute and SMS is \$0.45 for 160 Characters.
	FBB Mid-Level Plan	\$2,825 <i>Monthly</i>	Monthly fee entitles user to \$2,825 of service at \$7.35 per MB for Background IP and \$0.80 per minute for voice to fixed. Voice to Cellular is \$0.99 per minute and SMS is \$0.35 for 160 Characters.
	FBB High-Level	\$4,695 <i>Monthly</i>	Monthly fee entitles user to \$4,695 of service at \$4.50 per MB for Background IP and \$0.48 per minute for voice to fixed. Voice to Cellular is \$0.60 per minute and SMS is \$0.22 for 160 Characters.

Initial _____

Part 4a:

Under Individual Allowance Plans in Part 4 above, if customer pays twelve times the monthly fee in advance, they will receive twelve times the dollar allowance of services at the discounted rates shown in the right hand column to be used at any time during the year. Important to note that Individual and Corporate allowance plans only apply to Voice, Background IP, and SMS.

Individual allowance plans apply to a single Sim, can not be pooled, and require an annual commitment. Early cancellation would require the user to pay the remainder of the twelve month commitment.

Part 5: BILLING & PAYMENTS: (Please select ONE Billing and ONE Payment Method)

A BILLING:

I ELECT to receive **ONLINE BILLING NOTIFICATION**, utilizing the email on Page ONE GMPCS to provide login.
 I DECLINE **ONLINE BILLING NOTIFICATION**, and I understand that I will incur a **\$4.95 monthly fee** a mailed statement.

B PAYMENT:

DIRECT MONTHLY BILLING: Subject to Individual or DUNN & BRADSREET Credit Check.

AUTOMATIC DEDUCTION: CREDIT CARD DEBIT CARD

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

(*Security Code can be found on the back of the Card - 3 digits M/C & Visa, 4 for AMEX.)

Exact Name on Credit Card: _____

Exact Credit Card Billing Address: _____
 (if different from above)

City _____ State _____ Post Code _____ Country _____

IMPORTANT NOTE: All Foreign Customers (without a United States Social Security number) are subject to a \$1,000 deposit for each Inmarsat terminal. GMPCS does not accept third party credit cards • Foreign Credit Cards: See item (8) of the terms and agreement.

Optional Incoming Call Plans:

GMPCS Direct: Utilizing an 800 number and 10 digit Pin Code for Incoming Calls, to be billed to the vessel's account @ \$ 2.50 per minute.

GMPCS DID Connect* \$ 30.00 per month /\$ 1.95 p/m – US telephone number for DIRECT DIALING.

Initial _____

GMPCS PERSONAL COMMUNICATIONS INC. Mobile Satellite Services Terms and Agreement

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

******* WARNING *******

This terminal is capable of making high speed (broadband) Internet connections that can result in significant bills for Satellite airtime if usage is not monitored and controlled. Use extreme caution when connecting this terminal to a computer network that may request or search for Internet access. This could result in the network utilizing the terminal to access the Internet. If you have any questions about connecting your terminal to a network, contact a computer network specialist.

Please check the appropriate box below and initial to indicate your acknowledgement of this warning.

I have read and understand this warning.

**I would like GMPCS to establish an e-mail advisory to my e-mail address on Page one. *
GMPCS will contact me to discuss options and set the advisory limits prior to completing activation of the terminal.**

Advisory Level Set at: _____

**I would like GMPCS to suspend operation of the terminal and send an e-mail advisory to my e-mail address on page one.
GMPCS will contact me to discuss options and set the advisory limits prior to completing activation of the terminal.**

Suspension Level Set at: _____

I understand the potential for significant airtime use through this terminal but do not wish to utilize GMPCS's advisory or suspension service.

Customer's Initials: _____

If you have any questions about this warning of operation of your terminal, please do not hesitate to contact **GMPCS Customer Service at 1-954-973-3100.**

* 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 consumer. 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.

Initial _____

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 Inmarsat I4 Satellite Network. 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 upon thirty days 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. 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) Early terminations: Early terminations during the first year of service are subject to a \$250.00 cancellation fee per terminal. Customer may renew for successive one (1) year service periods at the same terms and conditions contained herein. Early termination of an Allowance Plan requires payment of the monthly allowance fee for the remainder of the annual contract period. Notice of 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. This Service Agreement cannot be assigned without the written consent of GMPCS. GMPCS reserves the right to terminate this Contract at any time during the contract period upon thirty days written notice.

(5) Invoicing and Guarantee of Payment of Services: GMPCS will invoice customer monthly. This bill is 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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. GMPCS charges a fee of \$35.00 for returned checks.

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

(11) 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.

(12) 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.

(13) 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.

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

(15) 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 _____

Date _____