

SERVICE AGREEMENT FOR GLOBALSTAR SERVICES

Please fill out, initialing page 1, signing pages 2 & 3, then return to GMPCS via fax, e-mail or mail.

Part 1 CUSTOMER INFORMATION

If for business - complete Section A, If for Individual - complete Section B

A. Business Account	Company Name: _____
Primary Contact _____	(Fed ID/ Tax ID #): _____

OR

B. Individual Account	Name: _____
Social Security Number _____ - _____ - _____	Date of Birth: _____

All must complete the following:

C. Address _____	
City _____	State _____ Post Code _____
Country _____	(Also attach legible copy of drivers license or passport)
Phone (Daytime) _____	Phone (Evening) _____
FAX _____	Cellular _____
E-Mail: _____	Website: _____

Part 2 BILLING METHOD: (Please select the way you prefer to be billed)

A/ Billing:
<input type="checkbox"/> I ELECT to receive ONLINE BILLING NOTIFICATION , utilizing the email account on Page ONE, GMPCS will provide login.
<input type="checkbox"/> I DECLINE ONLINE BILLING NOTIFICATION , and I understand that I will incur a \$4.95 monthly fee for a printed and mailed statement.

Part 3 PAYMENT METHOD: (Please Select ONE Payment Method)

B/ Payment:
<input type="checkbox"/> DIRECT MONTHLY BILLING: Subject to Individual or Business/Company Credit Check.
<input type="checkbox"/> AUTOMATIC DEDUCTION: (Please fill in the following) <input type="radio"/> CREDIT CARD <input type="radio"/> 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 on Front.)
Exact Name on Credit Card: _____
Exact Credit Card Billing Address: _____
City _____ State _____ Post Code _____ Country _____
IMPORTANT NOTE: All Foreign Customers (without a United States Social Security number) are subject to a \$500 deposit for each terminal. GMPCS does not accept third party credit cards • Foreign Credit Cards: See item (8) of the terms on page 3.

Part 4 GLOBALSTAR SATELLITE PHONE INFORMATION

PHONE #1:
 DEC ESN: _____ MIN: 254- _____
 Phone purchased from this GMPCS Dealer (If any): _____ Dealer #: _____

PHONE #2:
 DEC ESN: _____ MIN: 254- _____
 Phone purchased from this GMPCS Dealer (If any): _____ Dealer #: _____

PHONE #3:
 DEC ESN: _____ MIN: 254- _____
 Phone Purchased From this GMPCS Dealer (If any): _____ Dealer #: _____

(For additional phones, please attach additional copies of this page to this service agreement)

Part 4 GLOBALSTAR AIRTIME SERVICE PLANS

Please Note: there is a one-time initial activation fee of \$ 50.00 per phone per plan. All plans automatically renew at the end of 12 months. All phones not renewed will be deactivated.

Monthly Plans:

<input type="checkbox"/> Standard Plan	\$ 50.00 / Month	Incl. 50 Minutes (\$1.00/min.)	\$ 0.99 additional Minutes
<input type="checkbox"/> Traveler Plan*	\$ 65.00 / Month	Incl. 150 Minutes (\$0.43/min.)	\$ 0.99 additional Minutes
<input type="checkbox"/> Value Plan*	\$ 120.00 / Month	Incl. 500 Minutes (\$0.24/min.)	\$ 0.99 additional Minutes
<input type="checkbox"/> Saver Plan*	\$ 275.00 / Month	Incl. 1,400 Minutes (\$0.20/min.)	\$ 0.99 additional Minutes
<input type="checkbox"/> Premium Plan*	\$ 550.00 / Month	Incl. 4,000 Minutes (\$0.14/min.)	\$ 0.99 additional Minutes

Annual Plans:

<input type="checkbox"/> Standard Plan –Annual	\$ 600.00 Yearly Fee	Incl. 600 Minutes (\$1.00/min.)	\$ 0.99 additional Minutes
<input type="checkbox"/> Traveler Plan - Annual*	\$ 780.00 Yearly Fee	Incl. 1,800 Minutes (\$0.43/min.)	\$ 0.99 additional Minutes
<input type="checkbox"/> Value Plan – Annual*	\$ 1,440.00 Yearly Fee	Incl. 6,000 Minutes (\$0.24/min.)	\$ 0.99 additional Minutes
<input type="checkbox"/> Saver Plan – Annual*	\$ 3,300.00 Yearly Fee	Incl. 16,800 Minutes (\$0.20/min.)	\$ 0.99 additional Minutes
<input type="checkbox"/> Premium Plan – Annual*	\$ 6600.0 Yearly Fee	Incl. 48,000 Minutes (\$0.14/min.)	\$ 0.99 additional Minutes

* All Plans Include Voice Mail, Except Standard (Voice mail with Standard is an additional \$ 7.95 per month)

Umbrella Plan/Bundling – Two or more phones may pool their yearly allocated minutes, however, bundling is not permitted between different plans (each phone sharing minutes must be on the same plan).

Note: Roaming is not applicable towards bundled minutes. Bundled minutes apply to calls originating in the USA and Caribbean that terminate in the USA, Canada and Puerto Rico. Calls from within this home calling area to non-USA locations are billed at a long distance rate of \$1.49/minute. Data calls are billed in 15 second increments and voice calls in full minute increments.

“Included Minutes” in Monthly Service plans & Additional minutes apply only in Home Calling Area. Roaming and Long Distance charges may apply, depending on where the call is terminated and/or originated. Roaming is considered any call originating outside of the U.S. and Canada to any location. For further calling plan explanations and information, please visit our website at: www.gmpcs-us.com.

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

I acknowledge that I have read and understand all the terms and conditions included in all pages of this Agreement and 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.

Customer Authorization	Title	Date	GMPCS Authorized Representative	Date
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Please read terms and agreement (next page) and sign at bottom.

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

- 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 on the front page of this Agreement at Section II. Basic Inmarsat Service is provided via the France Telecom global Inmarsat Phone network utilizing land earth stations in Aussaguel France and Perth Australia. Some Inmarsat Services are provided through resale agreements with Telenor and/or Station12/Telstra. Globalstar service is provided through stations operated by and roaming agreements of Globalstar USA. Iridium service is provided by Iridium Satellite 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.
- (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), the Iridium system (a low earth orbiting satellite constellation) 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) Early terminations:** Early terminations during the first year of service are subject to a \$250.00 cancellation fee. Customer may renew for successive one (1) year service periods at the same terms and conditions contained herein. 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.
- (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.
- (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: _____