



Airtime provided by:
GMPCS Personal Communications, Inc.
 Online Billing: www.gmpcsbill.com

GMPCS Sign off

Please Include your purchase order
 (if Required) & FAX BACK TO: (256)-350-7859
www.globalcomsatphone.com



GMPCS SERVICE AGREEMENT FOR THURAYA SERVICES- BUSINESS

[For Businesses & Government Use only- Private Individuals must complete the Individual version of this Agreement]

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

Part 1 COMPANY INFORMATION:

Please fill out the information below and attach a legible copy of Tax ID documentation. Please complete all six sections, sign where indicated then return to GMPCS via fax, e-mail or mail. [All information kept strictly confidential]

Company Name: _____

Primary Contact: _____ D&B/ Tax ID: _____

Phone (Daytime) _____ Phone (Evening) _____

FAX _____ Cellular _____

E-Mail: _____ Website: _____

Street Address _____

City _____ State _____ Post Code _____ Country _____

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:

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 MONTHLY BILLING: (Subject To Credit Verification Approval) **OR**

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

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.

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 YOUR THURAYA SATELLITE PHONE INFORMATION:

Thuraya Serial Number: _____

SIM Card Number: _____

Your Satellite Phone # (Issued by GMPCS) : _____

Phone purchased from this GMPCS Dealer (If any): Globalcom Satellite Services Dealer # GLO011

(For additional phones, please attach an additional sheet with the above information clearly indicated)

Part 5a THURAYA POSTPAID AIRTIME SERVICE RATES

MONTHLY SERVICE FEE: All Service Agreements are for a period of ONE YEAR, automatically renewed unless otherwise noted or requested with a **\$47.50** per month Service Charge.

SATELLITE MODE: All postpaid calls while in satellite mode from within the Thuraya coverage area are billed at **\$1.49** per minute to any terrestrial destination worldwide. SMS Messages made from the Thuraya satellite network will be charged **\$0.50** per message.

GSM MODE: All GSM phone calls will be billed at **\$3.99** per minute. Text messaging will be billed at **\$0.75** per message.

CALLS TO OTHER SATELLITE SYSTEMS: Calls made from Thuraya to any other satellite system (Iridium, Globalstar, Inmarsat) will be billed at your contractual Thuraya rate PLUS the prevailing rate of the corresponding satellite system provider.

SMS MESSAGING: SMS Messages made from the Thuraya satellite network will be charged **\$0.50** per message while those made from a GSM network will be billed at **\$0.75** per message.

RECEIVING CALLS: Callers will be charged international rates as determined by their phone company when calling your Thuraya phone. (GMPCS 2-stage dialing is not available for Thuraya phones)

VOICEMAIL: Available for all Thuraya phones

Please contact GMPCS if you require information on the THURAYA "Rechargeable Pre-Paid" SIM Cards.

Part 5b ADDITIONAL SERVICE PLAN INFORMATION

Please read the following information carefully and sign below and at the bottom of the last page. If you have any questions or require additional assistance, please contact GMPCS sales or customer service at (954)973-3100 or toll-free at: 1(888)664-6727

Activation Fee: There is a one-time initial activation fee of \$ 50.00 per phone per plan.

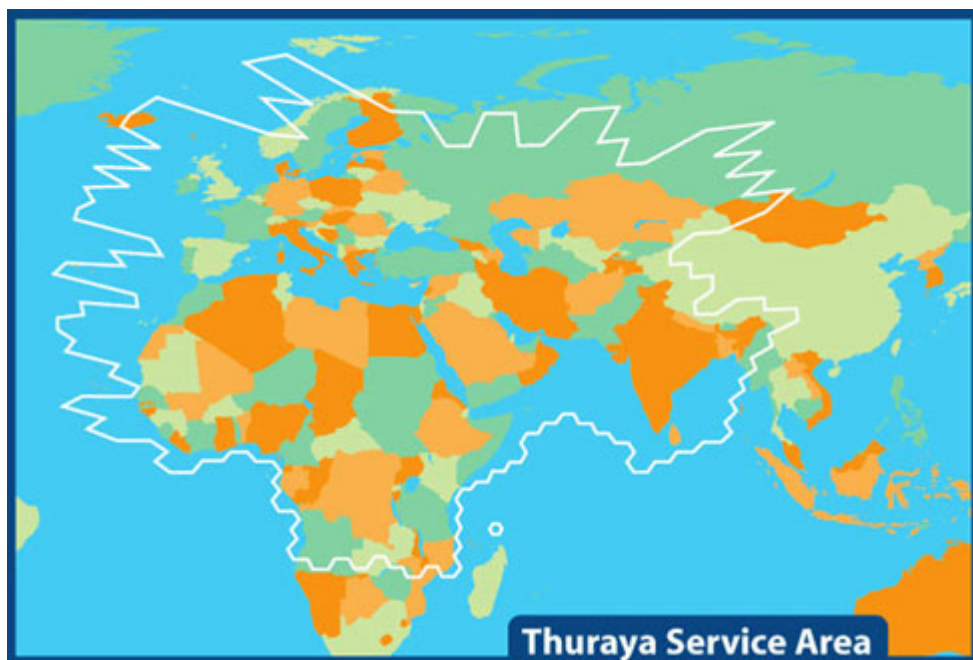
Renewal: All Service Agreements are for a minimum term of one (1) year. All plans automatically renew at the end of 12 months (unless specifically cancelled by customer prior to their anniversary date).

Deactivation: If you wish to deactivate your Thuraya phone, you MUST contact GMPCS before the end of your contract or the phone will be automatically renewed and fees will continue to be charged to your account. Please note that there is an early cancellation fee of \$200.00 that will be applied to the account if the account is closed within the first year.

Coverage Area:

Thuraya coverage extends into the following countries and localities*:

Afghanistan, Albania, Algeria, Andorra, Angola , Armenia, Austria, Azerbaijan, Bahrain, Bangladesh, Belarus, Belgium, Benin, Bhutan, Bosnia Herzegovina , Bulgaria, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Croatia, Cyprus, Czech Republic, Democratic Republic of Congo , Denmark, Djibouti, Egypt, Equatorial Guinea , Eritrea, Estonia, Ethiopia, France, Finland , Gabon, Gambia, Georgia, Germany, Ghana , Gibraltar, Greece, Guernsey, Guinea, Guinea Bissau, Hungary, India, Iran, Iraq, Ireland, Isle of Man, Italy, Ivory Coast, Jersey, Jordan, Kenya , Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Lebanon, Liberia, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malawi , Maldives, Mali, Malta , Mauritania, Moldova, Monaco, Morocco, Myanmar , Nepal, Netherlands, Niger, Nigeria, Norway , Oman, Pakistan, Palestine, Poland, Portugal, Qatar, Romania, Rwanda, Russia, San Marino, Saudi Arabia, Senegal, Serbia and Montenegro , Seychelles , Sierra Leone, Slovakia, Slovenia, Somalia, Spain, Sri Lanka, Sudan, Sweden, Switzerland, Syria, Tajikistan, Tanzania, Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Yemen, Zambia



* General Coverage Area Only. This is not a guarantee of service/coverage.

Part 6-Terms and Agreement (Please read and sign where indicated)

GMPCS PERSONAL COMMUNICATIONS INC. Mobile Satellite Services Terms and Agreement

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

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 Thuraya Service is provided via France Telecom, Telenor Satellite Services or other satellite networks utilizing land earth stations. 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 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 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.

(4a) Early terminations: Early terminations during the first year of service are subject to a \$200.00 cancellation fee per satellite phone or data terminal.

(4b) Renewal: 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 airtime 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 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.

(16) 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 personal 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