



SERVICE ACTIVATION REQUEST

PLEASE PRINT CLEARLY & COMPLETE ALL SECTIONS THAT APPLY

A: Type of Subscriber

- | | |
|--|--|
| <input type="checkbox"/> Personal (Complete Section D and E) | <input type="checkbox"/> Dealer (Complete Section C) |
| <input type="checkbox"/> Corporation (Complete Section C, E optional) | <input type="checkbox"/> Distributor (Complete Section C) |
| <input type="checkbox"/> Government Agency (Complete Section C, E optional) | <input type="checkbox"/> Charitable/Non-profit (Complete Section C, E optional) |

B: Services Required

- Inmarsat-BGAN
 Inmarsat M4/GAN
 Inmarsat-Mini-M
 Inmarsat Fleet
 Thuraya
 Globalstar
 Iridium
 VSAT
 Other _____

C: Corporate Information

Full Legal Name: _____
 Operating as (trade name): _____
 Duns number (If known): _____ Tax ID Number (If applicable): _____
 Department (If applicable): _____

Accounts Payable contact: _____ Ext.: _____

Invoices mailed to: _____

Physical address (if different from mailing): _____
 City: _____ State/Prov.: _____
 Country: _____ Zip/Postal Code _____
 Country & City codes code & Tel.#: _____ Fax #: _____
 Company e-mail address: _____ Website: _____

SENIOR OFFICERS Responsible for Business Transactions:

Name	Title / Rank	Area Code & Tel. #

BANK REFERENCE (primary bank your company does business with):

Name of Bank: _____ Street address: _____ Location: _____
 Contact person: _____ Telephone #: _____ Fax #: _____
 Branch #: _____ ABA/Transit #: _____ Account #: _____

Business Structure:
 Limited Liability
 Partnership
 Proprietorship
 Joint venture. Since: _____
 Division/Subsidiary. Please provide parent company name and location: _____
 _____ In business since: _____

INDUSTRY CREDIT REFERENCES (Minimum of three required)

Firm Name & address	Contact	Area Code & Tel. #	Area Code & Fax #

D: Personal Account Information

User Name: _____

Date of birth ____/____/____ (DD/MM/YY)

Social security or Social Insurance # _____

Mother's Maiden Name (For security purposes): _____

Full mailing Address: _____

Home address (if different from mailing): _____

City: _____ State/Prov.: _____

Country: _____ Zip/Postal Code: _____

Home Area Code & Telephone #: _____ Fax #: _____

E-mail address: _____

Name & Address of Employer: _____

Position: _____ Years/months there: _____

Business Area Code & Tel#: _____ Ext. : _____

E: Corporate or Personal Credit Card Information – (if applicable)

Credit card information required for all personal accounts.

<input type="checkbox"/> Company Credit card	<input type="checkbox"/> Personal Credit card		
Type of Credit Card	<input type="checkbox"/> Visa	<input type="checkbox"/> MC	<input type="checkbox"/> AMEX

Credit Card for billing purposes only: ____ Credit Card for credit guarantee purposes only: ____ (place "X" on appropriate line)

Card Number: _____ Expiration Date ____/____/____

Name on Card: _____ (dd/mm/yy)

Cardholder Billing Address: _____ (if same as C or D, write same)

I hereby authorize the use of my card for the above mentioned purposes:

Cardholder signature: _____

Please check those categories that apply to you. For Marketing purposes only:

<input type="checkbox"/> Charitable	<input type="checkbox"/> Aviation	<input type="checkbox"/> Fishing	<input type="checkbox"/> Government	<input type="checkbox"/> Marine
<input type="checkbox"/> Military	<input type="checkbox"/> Mining	<input type="checkbox"/> Oil & Gas	<input type="checkbox"/> Transport	<input type="checkbox"/> Media <input type="checkbox"/> Other

Confirmation of Information Accuracy and Release of Authority to Verify

In my individual capacity and on behalf of the entity I represent, I acknowledge that I have read and understood all of the terms and conditions of this document and I agree to be bound jointly and severally thereby. I hereby certify that the information in this credit application is correct. Further, I hereby authorize the bank and industry references listed in this credit application to release the information necessary to assist GCS in establishing a line of credit. I understand and agree that a facsimile copy of this agreement shall be valid and binding for all purposes.

Authorized name (please print): _____	Authorized signature: _____	Date: (dd/mm/yy) ____/____/____
Agent name, if applicable (please print): _____	Agent signature: _____	

GCS Satellite Services Terms and Conditions

The following terms and conditions ("Terms and Conditions") apply to individuals and entities ("Customers") using satellite services, including, but not limited to Inmarsat, Iridium, and Thuraya services ("Services") provided by Global Communications Solutions, Inc. (GCS), a company incorporated in the State of Virginia with its principal place of business at 7640 Omnitech Place, Victor, New York 14564.

ARTICLE 1 - PROVISION OF SERVICES

Provision of Services by GCS to Customers upon acceptance of Customer's order shall be in accordance with these Terms and Conditions. All orders are subject to GCS' receipt and approval of a completed credit application from Customer.

ARTICLE 2 - ORDERING SERVICES

Orders may be submitted to GCS either through a GCS authorized Dealer ("Dealer") or by Calling GCS directly. The number for US, Canada and International calls is +1 (585) 742-9100. Customer is required to complete all applicable paperwork for the Services to be provided by GCS.

ARTICLE 3 - CUSTOMER PURCHASE ORDERS

If Customer issues a purchase order to GCS in connection with ordering Services, such purchase order will be treated as an administrative document only, and will not add to, delete from, or change any of these Terms and Conditions.

ARTICLE 4 - BILLING & PAYMENT

Services: Customer shall pay GCS for the Services provided by GCS and for all applicable federal, state, provincial, local and other taxes which may be levied upon the Services.

Payment Terms: All airtime shall be paid in advance or by credit card, unless credit is approved. If credit is approved, Customer shall pay all invoices within thirty (30) days from date of invoice. Overdue payments shall be subject to a finance charge of the lesser of either one and one-half percent (1.5%) per month or the highest rate permitted by law. Customer shall pay for any and all collection or litigation expenses, including reasonable attorneys' fees, incurred by GCS in collecting any late payments or late payment fees. Additionally, failure of Customer to cure any payment delinquency within ten (10) days from date of written notification by GCS shall be deemed an event of default in accordance with Article 12, "DEFAULT AND TERMINATION OF SERVICES" below, and pursuant to any such event of default, GCS shall be entitled to all rights and remedies available by contract or in equity. Customer shall be charged in accordance with GCS' current standard charges for the applicable Service, which may be revised by GCS from time to time, or Customer shall be charged as otherwise mutually agreed in writing between GCS and Customer. Customer shall notify GCS in writing of any disputes or disagreements with invoiced charges within thirty (30) days from date of invoice. Thereafter, Customer shall be deemed to have waived its right to dispute charges. All disputed amounts resolved in Customer's favor will be credited against amounts owing on subsequent invoices, or if there are and will be no amounts owing, GCS shall issue a check to Customer within five (5) days from date of resolution in Customer's favor.

ARTICLE 5 - TERM OF CONTRACT

Globalstar, Iridium, Thuraya: The initial term of this contract is established as one (1) year from date of signature, or whatever other period of time GCS and Customer may agree in writing. At the end of the initial term, Contract is automatically extended unless terminated by either party with thirty (30) days prior written notice. If service is cancelled by Customer prior to completion of 1 year contract, an early termination fee of \$350 will apply.

Inmarsat BGAN: The initial term of this contract is established as one (1) year from date of signature, or whatever other period of time GCS and Customer may agree in writing. At the end of the initial term, Contract is automatically extended unless terminated by either party with thirty (30) days prior written notice. If service is cancelled by Customer prior to completion of 1 year contract, Customer is liable for monthly fees for the remainder of the 1 year contract as well as any outstanding airtime charges.

ARTICLE 6 - OPERATIONS CENTER

GCS operates a US Customer Service Center that is staffed Monday - Friday 8:00 a.m. - 5:00 p.m. EST. The toll-free number for all US is (888)SAT1USA. The number for Canada and International calls is +1 (585) 742-9100. Technical Support can be reached toll-free at +1 (877) 247-1207. The Customer Service Center shall provide Customers with mobile terminal commissioning, technical trouble shooting, and general customer assistance services.

ARTICLE 7 - OPERATING PROCEDURES

Customers shall follow the procedures ("Procedures") established by the entities that supply the Services to GCS ("Suppliers"). Customers acknowledge that the Procedures may be modified from time to time by Suppliers. GCS shall not be responsible for any failure of Customers to use the Services in a manner consistent with the procedures provided by Suppliers.

ARTICLE 8 - SERVICE SPECIFIC TERMS AND CONDITIONS Inmarsat Services:

Identification Numbers: Unless otherwise directed by Customer, Customer shall be assigned a unique identification number for each Unit used by Customer, which number shall be known as an Inmarsat Mobile Number ("IMN"). Customer shall have no property right in the identification numbers assigned in connection with the Service and GCS may, without any liability whatsoever, change such numbers at such time or times as GCS, in its sole discretion, considers necessary.

7640 Omnitech Place
Victor, NY 14564

Ph: HQ +1-585-742-9100 • 1-888-SAT1USA • 1-888-728-1872 • Fax: +1-585-742-1914

ARTICLE 9 - SERVICE AVAILABILITY

The Services are provided on an "on-demand" basis and are subject to availability of capacity on the applicable satellite network. Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other deficiency or condition that may result in loss or emergency pre-emption of Services by Supplier. Services may also be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of a Supplier. The use and restoration of Service shall be subject to and governed by Part 64, Subpart D of the FCC's Rules and Regulations, which Rules and Regulations outline and define the priorities and procedures for such Service use and restoration. GCS is in no way liable or responsible for the integrity, availability, performance or any other features or characteristics of Supplier networks.

ARTICLE 10 - CONDITIONS OF OTHER CONTRACTS

The obligations of GCS and the terms of service and sale under these Terms & Conditions are subject to the terms of the agreements under which GCS purchases the Services from Suppliers (each an "Other Contract"). To the extent fulfillment of any obligation under these Terms and Conditions is not permissible or possible under the Terms and Conditions of an Other Contract, the Terms and Conditions of the Other Contract shall prevail and such obligation shall be suspended or modified to the extent required by the Other Contract. GCS represents and warrants that it is not aware of any material respect in which these Terms and Conditions are inconsistent with any existing Other Contract.

ARTICLE 11 - ABUSE/FRAUDULENT USE OF SERVICES

Customers shall not use the Services in an abusive or fraudulent manner, including, but not limited to the following:

- (a) accessing or attempting to access Services by using an unauthorized device or by tampering with or altering authorized Equipment; or,
- (b) obtaining or attempting to obtain permission to use Services by providing false or misleading information; or,
- (c) obtaining Services without having the intent to pay charges incurred; or,
- (d) intentionally interfering with or causing disruption in the provision of Services to other Customers; or,
- (e) using Services to further criminal activity; or,
- (f) using Services to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or,
- (g) using Services in a manner that interferes unreasonably with the use of Services or by one or more other Customers.

In accordance with the provisions of Article 12, "Default and Termination of Services" below, GCS reserves the right to terminate use of the Services of any Customer engaging in abuse or fraudulent use of the Services purchased from GCS.

ARTICLE 12 - DEFAULT AND TERMINATION OF SERVICES

The occurrence or happening of any one or more of the following events shall constitute an event of default, if not remedied within (ten) 10 days after written notice from GCS, except that in the event of default for reasons set forth at (a) and (b) of this Article 12, GCS reserves the right to suspend or terminate Customer's Service without giving Customer notice of default or opportunity to remedy:

- (a) use of the Services in any manner or for any purpose contrary to law; or,
- (b) abuse or fraudulent use of the Services (See Article 11, "ABUSE/FRAUDULENT USE OF SERVICES" above); or,
- (c) failure to make any payments due as invoiced; or,
- (d) discovery by GCS that any representation or warranty made by Customer in any document furnished by Customer to GCS is incorrect or intentionally misleading; or,
- (e) breach or violation of any of these Terms and Conditions by the Customer; or,
- (f) commencement of any proceeding, whether voluntarily or involuntarily, relating to the Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally.

In the event of default, GCS may, at GCS' sole discretion, and without in any way limiting any other rights and remedies GCS may have, suspend or terminate Customer's Service without notice. GCS will bill Customer and Customer shall pay GCS, in accordance with Article 4, "BILLING & PAYMENT" above, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, GCS shall incur no liability whatsoever. Customer shall be liable for all costs and expenses incurred by GCS due to default by Customer, including but not limited to legal costs. GCS may also terminate Services in the event that an Other Contract for purchase of Service expires or is terminated, provided that termination of the Services shall only be with respect to the Service provided pursuant to that Other Contract.

ARTICLE 13 - WARRANTY, INDEMNITY AND LIMITATION OF LIABILITY

GCS SHALL NOT BE LIABLE TO CUSTOMER, ANY USER OR OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL LOSSES OR DAMAGES, LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES OR PERSONAL INJURY, HOWEVER ARISING; ANY ACTS OR OMISSIONS OF A TELECOMMUNICATIONS CARRIER UNAFFILIATED WITH GCS WHOSE FACILITIES ARE USED IN PROVIDING THE SERVICES; DEFAMATION OR COPYRIGHT INFRINGEMENT ARISING FROM MATERIAL TRANSMITTED OR RECEIVED OVER GCS' EQUIPMENT; INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY ARISING FROM USE OF THE SERVICES IN COMBINATION WITH CUSTOMER-PROVIDED SERVICES OR EQUIPMENT.

IN NO EVENT SHALL GCS' TOTAL LIABILITY IN ANY WAY ARISING FROM THESE TERMS AND CONDITIONS EXCEED AN AMOUNT EQUAL TO THE LAST THREE (3) MONTHS OF PAYMENTS TO GCS UNDER THESE TERMS AND CONDITIONS.

CUSTOMER ALONE SHALL BE RESPONSIBLE FOR ALL CLAIMS, ACTIONS, LOSSES, COSTS AND DAMAGES ("LIABILITY") ARISING OUT OF OR RELATING TO THE ACTS OR OMISSIONS OF CUSTOMER IN CONNECTION WITH THIS AGREEMENT. CUSTOMER SHALL INDEMNIFY AND HOLD GCS AND ITS OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ALL SUCH LIABILITY. GCS SHALL NOT BE LIABLE FOR ANY SERVICE OUTAGE OR DEGRADATION IN SUPPLIERS' NETWORKS DUE TO SATELLITE MALFUNCTION OR ANY OTHER CAUSE.

ARTICLE 14 - CONFIDENTIAL INFORMATION

Unless otherwise agreed in writing, or unless disclosure is required pursuant to a legal proceeding, GCS and Customer shall each keep confidential all information or data furnished to one another or otherwise acquired through performance. Such information will not be released by GCS or Customer to anyone other than: (i) Employees of GCS or Customer with a need to know; (ii) a person acting as an authorized agent of GCS or Customer; (iii) to the commissioning entity or supplier or another telecommunications carrier provided that the information is to be used for the provision of Services and disclosure is made on a confidential basis with the information to be used solely for that purpose; (iv) an agent retained by GCS to collect outstanding balances owed to GCS by Customer; (v) to a law enforcement agency whenever GCS has reasonable grounds to believe that Customer has knowingly supplied GCS with false or misleading information or is otherwise involved in unlawful activities.

ARTICLE 15 - NOTICES

All notices, requests, demands and other communications hereunder shall be effective upon delivery. Such notices shall be in writing and shall be sent by telecopy or nationally recognized overnight courier or delivered in person to the GCS address specified in the opening paragraph of these Terms and Conditions. GCS will maintain such approvals, consents, governmental authorizations, licenses and permits as may be required to permit GCS to provide the Services.

ARTICLE 16 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York (USA), without regard to that state's conflict of law rules.

ARTICLE 17 - FORCE MAJEURE

GCS shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control ("Force Majeure"), including, without limitation, acts of God, fire, explosion, satellite failure, vandalism, cable cut, storm or other catastrophes, national emergency, insurrections, riots, wars or strikes, lock-outs, work stoppages or other labor disputes, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof. GCS's obligation to perform shall be suspended for the duration of a period of Force Majeure and shall resume as soon as reasonably possible, upon the cessation of the event of Force Majeure.

ARTICLE 18 - WAIVER OF COMPLIANCE

The waiver or the failure of GCS to enforce any of the provisions of these Terms and Conditions or to exercise any right or privilege hereunder, shall not be construed as a waiver of any subsequent breach of default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

ARTICLE 19 - ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between GCS and Customer relating to the subject matter hereof and supersede all prior agreements between the Parties with respect to such subject matter. There are no other oral or implied agreements, warranties or understandings between GCS and Customer.

ARTICLE 20 - SEVERABILITY

If any provision of these Terms and Conditions is declared invalid, illegal or unenforceable by any court or regulatory agency of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event that any such provision shall be declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it shall be modified to the scope, breadth or duration permitted by law and shall continue to be fully enforceable as so modified.

ARTICLE 21 - EFFECTIVE DATE

The Terms and Conditions set forth above are effective as of the date of signature, and shall remain in effect unless revoked, revised or terminated by GCS.