

Satellite Phone Rental Agreement

Instructions

Dear Valued Client,

Online Satellite Communications is dedicated to offering you superior quality and service to make your satellite phone rental a success. In order to be sure that you get your phone on the correct dates that you need it, and shipped to the proper location, we need ALL information on this agreement filled out and faxed back to us at **615-523-1324** before we can process your order.

We need all contact information as well as any alternative phone numbers such as a cell phone where you can be reached. All orders received need to be signed and will be subject to sales department verification. All orders received without contact information for such verification will not be shipped.

Thank you for your business. As a courtesy to our clients we will offer you a 10% discount or a 10% commission check for any clients that you may refer to us.

We look forward to helping you stay in touch wherever you go. We will strive to make sure that you truly can connect, anytime, anywhere.

Sincerely,

The Customer Service Team
Online Satellite Communications
Tel: 800-294-6070 | Fax: 615-523-1324
Email: support@satellite-phones.org
Web: www.satellite-phones.org

Terms and Conditions

This Rental Agreement ("Agreement") is made and entered into as this _____ day of _____, 2009 by and between Online Satellite Communications (hereinafter referred to as the "Company") and _____ (hereinafter referred to as the "Customer"),

1. **Agreement to Rent** - Company agrees to rent to Customer, and Customer agrees to rent from Company, the mobile satellite equipment, hereafter designated Equipment, described below, and except as otherwise provided herein, will continue until the end of the effective dates of Rental (hereinafter referred to as "Rental Period"). The Customer agrees to use the Satellite Phone Equipment provided by the Company and the Satellite Phone Service provided by the Company in conjunction with the Globalstar network or Iridium network as appropriate.
2. **Term** - The term of this Agreement begins on the Effective Date, as shown above, and except as otherwise provided herein, will continue until the end of the Rental Period or until the equipment is returned to Company in the case the return of the equipment is after the Rental Period defined herein.
3. **Rental Charges** - Customer agrees to pay Rental Amount, Deposit, Shipping and any other applicable fees IN ADVANCE prior to shipment to Customer's designated shipping address. The Customer will return the equipment at the end of the Rental Period. There will be a 3 day grace period following the Rental Period to allow for shipment of the rental equipment back to the Company. If the phone is not returned within 3 days following the Rental Period, the Customer will be charged \$30 per day, per phone, until the equipment is received by the Company. This fee is only \$20 per day, per phone, if the Company is given advance notice that equipment will be kept beyond the Rental Period. The Customer's Credit Card will also be charged the applicable airtime charges plus applicable taxes, for all calls made during the Rental Period, and for any applicable calls made after the Rental Period in the case of the phone being returned after the Rental Period. Until the Company receives the Equipment, the Customer shall remain bound by the obligations of this Agreement. The Company may send an invoice for payments due, but the payments are to be paid as specified regardless of invoicing. There is a one-time \$50 activation fee for activating the SIM card and preparing each phone for use during the Rental Period.
4. **Repair Charge** - Repair charge (if required) will be paid at the end of the term for this Agreement and will be assessed based on the repairs required (other than normal wear and tear) to return the Equipment to rental service. As applicable, Customer agrees to pay for these costs by credit card as soon as they are determined.
5. **Other Costs** - The Customer will pay for any additional items provided by the Company and requested by the Customer, and any costs advanced by the Company which are chargeable to the Customer under this Agreement. The Customer will be responsible for shipping to and from the Specified Site and the specified Company storage location. The Customer will pay the Company any shipping costs for delivery of the Equipment to the Customer, and the Customer will pay for shipping costs for return of the Equipment to the Company's designated storage location. As applicable, Customer agrees to pay for these costs by credit card as soon as they are determined.
6. **Taxes, etc.** - Customer will either pay directly or reimburse the Company 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.
7. **Foreign Credit Cards** - Foreign credit cards will be accepted only after proper verification has been completed 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. Online Satellite Communications reserves the right to decline any credit card transaction.
8. **Non-Payment / Breach** - A late fee of \$25 and 1.75% interest per month will be applied to each of Customer's airtime and rental bills not paid when due. This late charges are applicable to the unpaid balance as of the due date. Customer shall pay Online Satellite Communications all costs including,

without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by Online Satellite Communications in exercising any of its rights under the Agreement.

9. **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.
10. **Equipment Use, Site and 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. If customer rental is for use in the United States, application to, and licensing by the FCC will be required, and is the responsibility of the customer and/or the customer's terminal operator. 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 the Company. 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 the Company advised of the changes to the Specified Equipment's site location. The Customer will permit the Company or its Agent to inspect the Equipment during the term of this agreement at any reasonable time.
11. **Satellite Signal Transmission and Dropped Calls** - Along with potential incorrect use (ie: next to a building/obstruction), the Iridium and Globalstar Satellite Systems are low earth orbiting satellite constellations, and have inherent flaws and anomalies that can create dropped calls of either voice or data nature. 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. Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, the Company makes no representation as to the success of data calls through the system. Dropped calls for voice or data will not be credited.
12. **Warranty** - The Company warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. The Company MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, AS TO ANY MATTERS WHATSOEVER. The Company DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. **THESE PHONES DO NOT WORK INSIDE OF A BUILDING.**
13. **Ownership** - Customer acknowledges that the Company 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 the Company's 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 the Company as owner of the Equipment.
14. **Security Interest** - Customer will execute and deliver to the Company documents and forms which are reasonably necessary or desirable to protect the Company's ownership and interest in the Equipment, including finance statements under the Uniform Commercial Code.
15. **Software (if applicable)** - Software license terms when applicable are set forth in an attached Software License Agreement.
16. **Insurance** - Company does not insure the equipment during the period unless the customer selects the rental insurance option offered by the Company in the Rental Insurance section of the order form. The customer may also elect to obtain, at his/her expense, insurance from a 3rd party covering the Equipment during the Rental Period.
 - a. **Optional Rental Insurance Provided by the Company:** The Company offers optional rental insurance on the satellite phone rentals. Rental insurance is \$5 per day with a 7-day minimum. This insurance will cover loss or damage to the phone only, and does not include loss of or damage to accessories. If the phone is damaged or broken Customer must pay a \$100 deductible on the phone but the phone and all accessories must be returned to us. If the phone is actually lost then the deductible is \$150. If any of the accessories are damaged or loss, repair or replacement charges will be charged to Customer. Insured period begins the day the rented equipment is shipped from Company, and ends on the day the equipment is received back from Customer.
17. **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 paragraph 18. In

the event of any such damage or loss, Customer will promptly give the Company notice thereof and, Customer will elect one of the following options

- a. Pay to the Company an amount equal to the Stipulated Equipment Value 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
 - b. Request that the Company repair or replace the damaged or lost equipment, and pay to the Company 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 the Company is unable to repair or replace the equipment then option (a) shall apply. In any case the amount to be paid to the Company shall be reduced by any applicable insurance proceeds paid to Company, pursuant to paragraph 18 of this agreement.
18. **Normal Maintenance** - The Company or its authorized agent will be the exclusive source to maintain the equipment and will maintain the equipment in normal operational condition, subject to the terms of this agreement. Customer will deliver the Equipment to the Company or its agent for maintenance and Customer will pay all costs for shipment to the Company or its agent and shall be liable for any loss or damage during transportation. The Company or its agent will return the Equipment to the Customer and shall be liable for any loss or damage during transportation. 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 the Company or its authorized agent's in accordance with the standard rates in effect. Such maintenance will be provided without charge to Customer for 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 paragraph 17. 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 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 the Company in sufficient detail to enable the Company 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 the Company 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 the Company.
19. **Limitation of Liability** - In no event will the Company be liable to the Customer for any incident, indirect or consequential damages however caused, whether by Company's negligence or otherwise.
20. **Indemnity** - The Customer agrees to protect, indemnify and hold harmless the Company from and against all claims, damages and costs including legal expenses arising out of the Customer's use of this Equipment, or arising out of the Customer's failure to comply with local licensing requirements, statutes and regulations.
21. **Default** - If Customer fails to perform any obligation when due under this Agreement, or otherwise defaults, the Company 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) the Company 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: (a.) Issuance of writ, attachment, execution, or similar court process against the Customer or its property. (b.) Bankruptcy, or any application for reorganization protection from creditors, insolvency, appointment of a receiver or trustee whether voluntary or involuntary. (c.) Termination of the Customer's business. (d.) Change in management or ownership of the Customer. (e.) If any representation prior to or during the term of this Agreement proves to be false or misleading in any material respect. (f.) Any action which jeopardizes the Company's ownership or agent/partner's ownership rights or ability to take possession of the Equipment. (g.) Failure to pay communications service invoices on time.



22. **Assignment** - This agreement and the rights and obligations created hereunder shall not be reassigned by the Customer without the prior written consent of the Company
23. **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 telex, fax or deposited in the United States mail, postage prepaid and 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 provided herein by customer and to Customer's listed telex/fax number. If to the Company, the address and fax number provided herein by Company.
24. **Export Regulations** - The Customer will not divert export or re-export the Equipment to any country contrary to U. S. export laws.
25. **Excusable Delays** - If the Company's performance of any obligation hereunder is delayed due to reasons beyond the Company's reasonable control, the time for performance of such obligation will be postponed for a period equal to the number of days of such delay. This to include delivery delays or failures by 3rd party delivery companies. In no event will the Company be liable for any damages resulting from any delay in the delivery of any Equipment or any delay in the performance of any maintenance.
26. **Previous Agreements** - This Agreement supersedes all prior and contemporaneous agreements and representations made regarding same subject matter, and is the entire Agreement between the parties.
27. **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 Massachusetts, 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.
28. **Governing Law** - The laws of the State of Massachusetts and applicable tariffs govern this contract. 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 Massachusetts. Both parties submit to such jurisdiction and waive any objection to venue and/or claim of inconvenient forum.
29. **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.
30. **Counterparts** - This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy hereof.
31. **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.

APPLICANT INFORMATION

Company Name (if individual, see below)

Primary Company Contact

TIN #

D&B #:

Individual Name

Social Security #

Date of Birth

Address

City

State/Province

Postal Code

Country

Daytime Phone

Evening Phone

Fax

Email

Secondary Contact Name & Phone

Delivery Address (If delivery address and person to deliver to is different than above):

Contact name to deliver to

Address to deliver to

City State/Province Postal Code Country

Daytime Phone Evening Phone Fax

PRODUCT RENTAL INFORMATION

Time frame that the phone will be used (e.g. From: 7/1/09 To: 7/31/09)

From _____ To: _____

Note: The beginning date is the first day you will need to use the phone. For instance, if you are leaving on a trip on July 1st, that is the beginning date to use. We will ship you the phone to arrive 1 or 2 days in advance of your departure. We will also allow for 2 days after the end date to ship the equipment back.

Intended Area of Use: _____
Exact Location – Countries, Area, etc... Very Important

Satellite Phone Type and Rental Period.

IRIDIUM 9500 Portable Satellite Phone

- _____ 1 Week - \$89 + \$2.49 Per Minute
- _____ 2 Weeks - \$159 + \$2.49 Per Minute
- _____ 1 Month - \$279 + \$2.49 Per Minute
- _____ Other _____

Iridium Voice Mail Calls are billed at standard rental airtime rates above.

Iridium 2-Stage Dialing Calls are billed at \$2.99 per minute.

GLOBALSTAR 1600 Tri-Mode Satellite Phone

- _____ 1 Week - \$89 + \$2.49 Per Minute
- _____ 2 Weeks - \$159 + \$2.49 Per Minute
- _____ 1 Month - \$279 + \$2.49 Per Minute
- _____ Other _____

Globalstar Voice Mail Calls are billed at standard rental airtime rates above.

RENTAL INSURANCE

_____ **YES, I WANT RENTAL INSURANCE.** By checking this item you agree to the Rental Insurance Terms stated in paragraph 16 of this agreement. Rental Insurance is \$5 per day per phone with a 7 day minimum. Coverage terms and deductibles are stated in paragraph 16 of this Agreement.

BILLING INFORMATION

Choose Payment Method:

___ Visa ___ MC ___ Amex ___ Wire Transfer ___ Check/Money Order

Card Number _____ Expiration _____ Security Code * _____

** The **security code** is used to verify that you have possession of the credit card you are attempting to use. It helps ensure that someone is not using your credit card information fraudulently. If there is not a verification code number on your card then please leave the field blank. Verification code for **American Express**: 4-digit, non-embossed number printed above your account number on the face of your card. Verification code for **Visa or MasterCard**: 3-digit, non-embossed number printed on the signature panel on the back of the card - **last 3 digits on the right***

Credit Card Billing Information:

Cardholder Name

Exact Address on Credit Card Account

City State/Province Postal Code Country

Cardholder Daytime Phone (if different) Evening Phone Fax

Email Secondary Contact Name & Phone

I, _____, hereby authorize Online
Cardholder Name Printed
Satellite Communications via this signed authorization to charge my credit card for the charges stated in this Agreement, and I agree to the terms and conditions set forth herein in their entirety.

X _____
Cardholder Signature Date