

GlobalCom Satellite Communications

Phone 1-888-636-0707 fax 800-960-8939

17000 Preston Rd. Suite 320, Dallas, TX 75248 www.globalcomsatphone.com

HP Communications, Inc. doing business as GlobalCom (hereinafter referred to as "GlobalCom").

GLOBALSTAR PHONE RENTAL AGREEMENT

SECTION 1 - RENTAL DATA

1.1 CUSTOMER RENTAL INFORMATION (Number of Phones required) _____

CUSTOMER/COMPANY NAME

DATE OF APPLICATION

ADDRESS OF APPLICANT (STREET, ETC.)

CITY

STATE

COUNTRY

ZIP

DAYTIME PHONE NUMBER

EVENING/MOBILE PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS (Important)

Secondary Contact

IF DELIVERY ADDRESS OF RENTAL IS DIFFERENT THAN ABOVE (PLEASE CHECK THIS BOX AND PROVIDE INFORMATION BELOW)

DELIVERY ADDRESS OF RENTAL

CITY

STATE

COUNTRY

ZIP

PHONE NUMBER AT DELIVERY LOCATION

ATTENTION TO:

This RENTAL AGREEMENT ("Agreement") is made and entered into as of the effective date shown below between GlobalCom, and the Customer.

1.2 Delivery Date Desired: _____ Expected Return Date _____
FROM (mm/dd/yy) TO (mm/dd/yy)

1.3 Please Indicate INTENDED AREA OF USE: _____ (Make sure you will be in the Globalstar Home Calling Area, or Roaming Rates will apply)

1.4 RENTAL RATES

	DAILY	WEEKLY	MONTHLY
<input type="checkbox"/> Rental Charge GSP-1600 (Requires 30 min airtime block)	\$3	\$19.95	\$79.80
<input type="checkbox"/> Rental Charge GSP-1700	\$7	\$45.95	\$183.80
Postpaid Voice Rate/minute (Data and Roaming is \$2.49/Minute)	\$1.49/Minute		

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1.5 Prepaid Airtime

Unlimited Airtime only \$4.95 a day. (for the Home Calling Area)

Roaming charges apply for calls originating outside the Home Calling Area.

- RENT-GSTAR-PP-30M** 30 Minute Airtime Block @ \$1.15/minute = \$34.50 (A Savings of \$10.20)
- RENT-GSTAR-PP-60M** 60 Minute Airtime Block @ \$0.99/minute = \$59.40 (A Savings of \$30.00)
- RENT-GSTAR-PP-90M** 90 Minute Airtime Block @ \$0.95/minute = \$85.50 (A Savings of \$48.60)
- RENT-GSTAR-PP-120M** 120 Minute Airtime Block @ \$0.95/minute = \$114.00 (A Savings of \$64.80)
- RENT-GSTAR-PP-150M** 150 Minute Airtime Block @ \$0.95/minute = \$142.50 (A Savings of \$81.00)
- RENT-GSTAR-PP-180M** 180 Minute Airtime Block @ \$0.95/minute = \$171.00 (A Savings of \$97.20)

Note: minutes beyond the prepaid minutes purchased will be billed at a standard rate of \$1.49/Minute in the home calling area, and the standard roaming rate for roaming calls outside the home calling area. **Roaming minutes are not included in the prepaid airtime.** Any unused minutes cannot be credited or refunded.

Home Rate is for calls originating in the USA, Canada or Eastern Caribbean to the USA or Canada.

Roaming Rate is for calls originating outside the Home Calling Area. The home calling area includes the USA, Canada, Eastern Caribbean and all areas described in the home calling area map found at www.globalcomsatphone.com/satellite/phone_rentals_globalstar.html. If you will be traveling outside of the home calling area we recommend renting an Iridium satellite phone.

1.5 ADDITIONAL/OPTIONAL ACCESSORIES PRICING

By checking the boxes below, you are requesting additional accessories for your rental. These accessories will be added to the cost of your rental as noted in the table below.

ITEM	QTY	COST
<input type="checkbox"/> None		
<input type="checkbox"/> Waterproof Hard case instead of Soft Carry Case		\$15.00/Rental
<input type="checkbox"/> DC Cigarette Lighter Adapter		\$10.00/Rental
<input type="checkbox"/> Additional Battery(s) (1 will be provided in std rental)		\$10.00/Rental
<input type="checkbox"/> Data Kit (for GSP-1700 Only)		\$10.00/Rental
<input type="checkbox"/> Solar Panel (requires DC Cigarette Lighter adapter)		\$39.00/Rental
<input type="checkbox"/> Leather Case with belt clip		\$10.00/Rental
<input type="checkbox"/> Voice Mail Access option (requires password)		\$20.00/Rental
<input checked="" type="checkbox"/> Damage Insurance (Does not cover loss, theft or confiscation)		\$45/Rental

1.6 Shipping

INDICATE TYPE OF SHIPMENT	COST
<input type="checkbox"/> NEXT DAY Delivery	\$ 59.50
<input type="checkbox"/> 2 nd DAY	\$ 24.95
NOTE: A PRE-PAID RETURN SHIPPING LABEL WILL BE ENCLOSED AND ATTACHED TO YOUR RENTAL INVOICE.	\$24.95
<input type="checkbox"/> Additional Expediting Fee – Saturday Delivery (when available)	\$ 25.00
<input type="checkbox"/> Additional Expediting Fee - Early AM Delivery (when available)	\$ 40.00
<input type="checkbox"/> Additional Expediting Fee – (If forms are received after 3:00)	\$15.00
<input type="checkbox"/> Sonic Air Same Day service (when available)	Starting at \$250.00 minimum fee

SECTION 2

Agreement to Rent - HP Communications, Inc. doing business as GlobalCom (hereinafter referred to as "GlobalCom") agrees to rent to Customer, and Customer agrees to rent from GlobalCom, the mobile satellite equipment, hereafter designated Equipment, described above, and

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except as otherwise provided herein, will continue until the end of the Effective Dates of Rental. The Customer agrees to use the rental equipment with GlobalCom's Globalstar services.

SECTION 3

Term - The term of this Agreement begins on the Effective Date, as shown above, and except as otherwise provided herein, will continue until the equipment is returned to GlobalCom as noted in the terms of the effective date and return grace period.

SECTION 4 - PAYMENTS

4.1 Rental Charges - Customer agrees to pay applicable rental charges and any other applicable fees **IN ADVANCE** prior to shipment to customer designated shipping address. A security deposit reserve as noted in Section 4.2 will be taken by GlobalCom as security for the return of the equipment in good condition. A reserve is not a charge and Customer agrees to the acquisition of this reserve by signing this agreement. The Customer will return the Equipment at the end of the Rental Effective Date and will pay an equivalent daily rental rate based on the applicable rental rates for any time after the Effective Date. GlobalCom will present customer with an itemized call detail record for all calls made by the rental phone within 60 days after the end of the rental. Until GlobalCom receives the Equipment, the Customer shall remain bound by the obligations of this Agreement.

4.2 Test and (or) Repair Charge - If returned equipment appears broken due to misuse, a test and repair charge of \$50.00 may be charged for inspection, testing and minor repairs required to return the Equipment to service. This charge will be payable at the end of this Agreement. If the terminal can not be repaired, the customer will be notified and will be responsible for the designated replacement cost of the terminal.

4.3 Other Costs - In addition to the applicable equipment rental charge and airtime, the customer also agrees to be charged for any additional equipment selected above and for shipping. The Customer agrees to pay GlobalCom any shipping costs for delivery of the Equipment to the Customer (as indicated above), and the Customer will pay for shipping costs for return of the Equipment to GlobalCom's designated storage location. The Shipping charges noted above are for shipment to any location in the Continental United States. Additional charges apply for shipping to other locations. GlobalCom utilizes FEDEX or UPS for all rental shipments. .

SECTION 5 - 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. Operation is legally allowed in many countries outlined in the GlobalCom website www.globalcomsatphone.com (About Globalstar Section). 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 GlobalCom. 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 GlobalCom advised of the changes to the Specified Equipment's site or usage location. The Customer will permit GlobalCom or its Agent to inspect the Equipment during the term of this agreement at any reasonable time.

SECTION 6 - Warranty

GlobalCom warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. GlobalCom MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, AS TO ANY MATTERS WHATSOEVER. GMPCS DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

SECTION 7 - OWNERSHIP AND SECURITY INTEREST

7.1 Ownership - Customer acknowledges that GlobalCom 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 GlobalCom'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 GlobalCom as owner of the Equipment.

7.2 Security Interest - Customer will execute and deliver to GlobalCom documents and forms which are reasonably necessary or desirable to protect GlobalCom's ownership and interest in the Equipment, including finance statements under the Uniform Commercial Code.

SECTION 8 - INSURANCE AND RISK OF LOSS

8.1 Insurance - GlobalCom does not insure the equipment during the period it is rented to the customer. The customer may elect to obtain, at his/her expense, insurance covering the Equipment during the term of the rental. The optional GlobalCom insurance has a 400.00 deductible. Optional Insurance coverage excludes loss due to shipping error or loss due to confiscation of phone by foreign government officials. GlobalCom reserves the right to refuse insurance coverage in the event the phone would be transported to a high risk area. An example of a high risk area would be transporting a phone to Cuba.

8.2 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 Section 9. In the event of any such damage or loss, Customer will promptly give GlobalCom notice thereof and, Customer will elect one of the following options:

- (i) Pay to GlobalCom an amount equal to the Stipulated Equipment Value or fraction thereof 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**
- (ii) Request that GlobalCom repair or replace the damaged or lost equipment, and pay to GlobalCom 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 GlobalCom is unable to repair or replace the equipment then option (i) shall apply.

In any case the amount to be paid to GlobalCom shall be reduced by any applicable insurance proceeds paid to GlobalCom pursuant to Section 9.1 of this Agreement.

SECTION 9 - MAINTENANCE

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 GlobalCom in sufficient detail to enable GlobalCom 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 GlobalCom be liable for any loss of profits, indirect, consequential or other damages resulting from any failure of the Equipment.

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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 GlobalCom.

SECTION 10 - LIMITATION OF LIABILITY AND INDEMNITY

10.1 Limitation of Liability - GlobalCom shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or causes beyond our reasonable control. GlobalCom shall not be liable to its distributor or customer or any third party for any special, incidental, or consequential damages and Globalcom is specifically released from any such damages by Customer. Any liability of Globalcom for damages arising directly or indirectly from the performance of the agreement shall be expressly limited to the purchase price of the goods or services with respect to which damages are claimed.

10.2 Indemnity - The Customer agrees to protect, indemnify and hold harmless GlobalCom from and against all claims, damages and costs including legal expenses arising out of the Customer's use of this Equipment.

SECTION 11 - DEFAULT

If Customer fails to perform any obligation when due under this Agreement, or otherwise defaults, GlobalCom 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) GlobalCom 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:

- (i.) Issuance of writ, attachment, execution, or similar court process against the Customer or its property.
- (ii.) Bankruptcy, or any application for reorganization protection from creditors, insolvency, appointment of a receiver or trustee whether voluntary or involuntary.
- (iii.) Termination of the Customer's business.
- (iv.) Change in management or ownership of the Customer.
- (v.) If any representation prior to or during the term of this Agreement proves to be false or misleading in any material respect.
- (vi.) Any action which jeopardizes GlobalCom's ownership or agent/partner's ownership rights or ability to take possession of the Equipment.
- (vii.) Failure to use the GlobalCom's network or to pay communications service invoices on time.

SECTION 12 - ASSIGNMENT

This agreement and the rights and obligations created hereunder shall not be reassigned by the Customer without the prior written consent of GlobalCom.

SECTION 13 - 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 fax, U.S Mail or certified courier 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 given in Section 1 "Rental Data" and to Customer's listed fax number & **If to GlobalCom Satellite Communications.** GlobalCom Satellite Communications, 17000 Preston Rd, Suite 320, Dallas, TX 75248 USA

SECTION 14 - GENERAL

14.1 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.

14.2 Export Regulations - The Customer will not divert export or re-export the Equipment to any country contrary to U. S. export laws.

14.3 Previous Agreements - This Agreement supersedes all prior and contemporaneous agreements and representations made with respect to the same subject matter, and is the entire Agreement between the parties.

14.4 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 Alabama, 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.

14.5 Controlling Law - All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of the Texas.

14.6 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.

14.7 Coverage - Customer understands they may under certain conditions experience sporadic signal strength and dropped calls. In these cases the customer understands they will not be issued credit.

14.8 Agreement to Arbitrate - In mutual consideration of the sale and purchase of goods or services, you for yourself, your heirs, successors and assigns (the "Buyer") and we (the "Seller" and all of its directors, officers, employees, agents, parent corporations, subsidiary corporations, corporations affiliated with Seller by direct or indirect common ownership, and assigns) agree with limited exception as set forth herein, that any and all disputes, claims, or controversies of any kind and nature between us arising out of or relating to the relationship between us will be resolved through mandatory, binding arbitration. Because you and we have agreed to arbitration, **both of us are waiving our rights to have disputes resolved in court by a judge or jury except as set forth below.** **Exceptions to Arbitration** Notwithstanding any language in this Agreement to the contrary, in the event of a Default in payment by you the Buyer under any Sales, Service, or Rental Agreement, the Seller may seek its remedies in an action at law; and, its decision to do so shall not be deemed to be a waiver of its right thereafter to insist upon and seek specific enforcement of its rights under this Agreement, in the event that the Buyer shall assert a counterclaim or right of setoff in such judicial or non-judicial action.

Customer understands for the phone to function you must be outdoors away from large structures and trees with an 80% view of the sky. On a cruise ship the phone will not function properly on a balcony. You must be on the upper deck away from the ships radar domes and antennas.

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CREDIT CARD AUTHORIZATION FORM

I _____ hereby authorize GlobalCom Satellite
(NAME PRINTED & CARDHOLDER)

Communications via this signed authorization to charge my credit card for payment for airtime and (or) service/rental charges for Globalstar mobile satellite phone rental as outlined in the GlobalCom Phone Rental Agreement. These are actual charges in addition to the deposit reserve detailed in Section 4.

Credit Card Number: _____

EXPIRATION DATE (MM/YY)

Name of Cardholder (EXACTLY AS APPEARS ON CARD): _____

EXACT Billing address/phone number of Cardholder: _____

Phone: _____

Customer also agrees that additional charges will be made after the rental period for airtime, extra rental days, damages and or loss of equipment. Apply first two weeks rent toward the purchase of any of our phones.

Date _____

(Printed Name of CARDHOLDER)

(SIGNATURE OF CARDHOLDER)

Customer understands there is no refund for early returns.

FAX Entire Agreement back to GlobalCom @ 1-800-960-8939