

# GlobalCom Satellite Communication

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## GLOBALCOM INMARSAT BGAN RENTAL AGREEMENT

### SECTION 1 - RENTAL DATA

#### 1.1 CUSTOMER RENTAL INFORMATION

_____ CUSTOMER NAME	_____ COMPANY NAME	_____ DATE	
_____ ADDRESS OF APPLICANT (STREET, ETC.)	_____ CITY	_____ STATE	_____ ZIP
_____ DAYTIME PHONE NUMBER	_____ EVENING/MOBILE PHONE	_____ NUMBER	_____ FAX NUMBER
_____ EMAIL ADDRESS (Important)	_____ Secondary Contact		

**IF DELIVERY ADDRESS IS DIFFERENT THAN ABOVE PLEASE PROVIDE INFORMATION BELOW:**

_____ DELIVERY ADDRESS OF RENTAL	_____ CITY	_____ STATE	_____ 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 EFFECTIVE DATE(S) OF RENTAL (1 week minimum)

\_\_\_\_\_  
**FROM** (mm/dd/yy) (Delivery Date)                  **TO** (mm/dd/yy)

Please Indicate INTENDED AREA OF USE: \_\_\_\_\_

### 1.3 STANDARD EQUIPMENT PROVIDED IN RENTAL

1 Portable BGAN Terminal	Soft Carry Case	AC to DC Adapter
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### 1.4 RENTAL RATES for STANDARD EQUIPMENT RENTAL

The first day of the rental period is the day the customer receives the equipment and the last day of the rental period is the day that the equipment is given to a shipper for return to Globalcom.

Standard Rental (1 week minimum)		DAILY	WEEKLY	MONTHLY	Number of Terminals	Total Equipment Cost
<b>Sabre 1 BGAN Terminal</b> <b>Terminal Size:</b> 8x11x2 <b>Speed:</b> 384kbps/240kbps <b>Voice:</b> RJ11 or Bluetooth <b>Steaming:</b> 32, 64 kbps		\$19.99	\$99.95	\$279.95		
<b>T&amp;T 500 BGAN Terminal</b> <b>Size:</b> 8.5X8.5X2.1 <b>Speed:</b> 468kbps/448kbps <b>Streaming:</b> 32,64,128 kbps		\$21.99	\$119.99	\$349.95		
<b>Hughes 9201 Terminal</b> <b>Terminal Size:</b> 8x11x2 <b>Speed:</b> 492kbps/492kbps <b>Voice:</b> RJ11 or Bluetooth <b>Steaming:</b> 32,64,128, 256 kbps <b>WIFI Equipped</b>		\$25.99	\$174.95	\$399.95		

### 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	TOTAL ADDITIONAL COST
Additional Battery(s)		\$49.00/Rental	
Solar Panel		\$45.00/Rental	
Car Charger 12VDC (Required with Solar Charger)		\$25.00/Rental	
Insurance (Deductibles: Sabre1 \$500, Others:\$800)		\$2.99 per day	

### 1.6 INDICATE TYPE OF SHIPMENT

	NEXT DAY	\$ 85.50
	<sup>nd</sup> 2 DAY	\$ 52.50
	Additional Expediting Fee – Saturday Delivery	\$ 50.00
<b>X</b>	Return Shipping Label	\$24.95

## 1.7 PRE PAID AIRTIME

A minimum of one 11MB airtime purchase is required with each terminal rental. Unused airtime is not refundable. A \$50 activations fee applies to all rentals airtime plans. At the end of the rental, the SIM and any remaining airtime belongs to the renter, and can be used on any BGAN terminal for up to two years from the activation date. **Note: The terminal will stop working when the all units exhausted.**

Prepaid Airtime Options	MegaBytes Included	QTY	COST	TOTAL ADDITIONAL COST
BGAN 100 Units	11 MB		<b>\$92</b>	
BGAN 250 Units	27 MB		<b>\$230</b>	
BGAN 500 Units	54 MB		<b>\$460</b>	
BGAN 1000 Units	108 MB		<b>\$920</b>	
BGAN 2500 Units	271 MB		<b>\$2300</b>	
BGAN 5000 Units	543 MB		<b>\$4600</b>	

## 1.8.0 Monthly Airtime Plans

BGAN Service Plans		Service Fee	Background IP Data Included*	Rate for Additional Background IP Data*	Contract Length (Months)	Additional Voice Minutes to Landline 4 Kbps
	<b>Standard Plan</b>	<b>\$79.00</b> <i>Monthly</i>	<b>3/Mo.</b>	<b>\$6.39/MB</b>	<b>12</b>	<b>.99 cents</b>
	<b>Entry Allowance Plan</b>	<b>\$119.00</b> <i>Monthly</i>	<b>20 MB/Mo.</b>	<b>\$6.29/MB</b>	<b>3, 6 or 12</b>	<b>.99 cents</b>
	<b>Mid-Level Allowance Plan</b>	<b>\$449.00</b> <i>Monthly</i>	<b>100 MB/Mo.</b>	<b>\$5.99/MB</b>	<b>6 or 12</b>	<b>.99 cents</b>
	<b>High-Level Allowance Plan</b>	<b>\$2,749.00</b> <i>Monthly</i>	<b>750 MB/Mo.</b>	<b>\$4.99/MB</b>	<b>12</b>	<b>.99 cents</b>
	<b>Super-Level Allowance Plan</b>	<b>\$5,849.00</b> <i>Monthly</i>	<b>2 GB/Mo.</b>	<b>\$3.99/MB</b>	<b>12</b>	<b>.99 cents</b>

A \$50 activations fee applies to all rentals airtime plans

### **1.8.1 \*\*\*\*\* WARNING \*\*\*\*\* For Monthly Plans Only**

**IMPORTANT BGAN TERMINAL OPERATION NOTIFICATION & ACKNOWLEDGEMENT**  
Inmarsat BGAN terminals are capable of making high speed (broadband) Internet connections that can result in SIGNIFICANT AIRTIME BILLS for satellite airtime if usage is not monitored and controlled. Service Users must use extreme caution when connecting this terminal to a computer network that may request or search for Internet access. If you have any questions about connecting your terminal to a network, contact GLOBALCOM or a computer network specialist. Please be aware that there are significant differences between direct ISDN Connections, Streaming IP and background IP connections.

**I WOULD LIKE GLOBALCOM TO SUSPEND OPERATION OF THE TERMINAL AT A PREDETERMINED LEVEL. THE TARGET BGAN SERVICE SUSPENSION LEVEL I WOULD LIKE TO SET IS \_\_\_\_\_ (Megabytes).** Note: If this section is left blank, there will be no limit to the possible charges incurred by the user. NOTE: **The suspend level is a target only, and does not apply to Streaming usage.** There is a 30 minute delay between usage and billing record creation. This means that there may be up to 30 minutes of usage beyond the suspend target. A significant amount of data can be sent in this 30 minute period. The customer is responsible for closely monitoring data and **STREAMING** usage. A tool such as the freeware program "NETMETER" available on the Web can be used to monitor data usage. CUSTOMER INITIAL\_\_\_\_\_

### **1.8.2 Charges for Other Optional Services**

<b>Additional Service Rates</b>	<b>Rate</b>	<b>Increments</b>	<b>Subsequent Increments</b>
BGAN Voice to Fixed	\$0.99 / Minute	30 Seconds	15 Seconds
BGAN Voice to Cellular	\$1.19 / Minute	30 Seconds	15 Seconds
BGAN to Thuraya, Iridium, Globalstar	\$4.99 / Minute	30 Seconds	15 Seconds
BGAN ISDN – 64 Kbps	\$5.99 / Minute	30 Seconds	15 Seconds
IP Streaming – 32 Kbps	\$3.25 / Minute	30 Seconds	15 Seconds
IP Streaming – 64 Kbps	\$5.45 / Minute	30 Seconds	15 Seconds
IP Streaming – 128 Kbps	\$9.15 / Minute	30 Seconds	15 Seconds
IP Streaming – 256 Kbps	\$16.25 / Minute	30 Seconds	15 Seconds
IP Streaming – 384 Kbps	\$23.59 / Minute	30 Seconds	15 Seconds
Short Messaging Service	\$.59 / Per Msg.	160 Char	160

## 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 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 INMARSAT 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 and return grace period. Customer's credit card will also be charged the applicable airtime charges (for calls made during the rental period) plus 3% Federal Excise Tax. 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 Security Deposit/Reserve** - A reserve against the Customer's credit card will be made as stated above on or before the Effective Date. This reserve will be maintained by GLOBALCOM and will be applied against any default of Customer in payment of rent or for damage or loss of the Equipment or other payment due GLOBALCOM which is chargeable to the Customer. Upon termination of this Agreement, and after final airtime and other charges are paid in full, the reserve will be released from the credit card. Currently GLOBALCOM charges \$1,000 in security deposit reserve for BGAN rentals.

**4.3 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 cannot be repaired, the customer will be notified and will be responsible for the designated replacement cost of the terminal.

**4.4 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 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 for all rental shipments.

**4.5 Taxes, etc.** - Customer will either pay directly 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.

## 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. [www.globalcomsatphone.com](http://www.globalcomsatphone.com) (INMARSAT 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. GLOBALCOM DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

**Please initial:** \_\_\_\_\_

## **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 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 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.

**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.

(iii) Stipulated values are as follows: Sabre1:\$1365, Thrane&Thrane 500:\$3195, Hughes 9201:\$2350. Accessories pricing as listed at [www.globalcomsatphone.com](http://www.globalcomsatphone.com).

## **SECTION 9 - MAINTENANCE**

**9.1 Normal Maintenance** - GLOBALCOM or its authorized agent will be the exclusive source to maintain the Equipment and will maintain the Equipment in operational condition. Customer will deliver the Equipment to GLOBALCOM or its agent for maintenance and Customer will pay all costs for shipment to GLOBALCOM or its agent and shall be liable for any loss or damage during transportation. GLOBALCOM 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 GLOBALCOM or its authorized agent's in accordance with the standard rates in effect. Such maintenance will be provided without charge to Customer to 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 Section 8.2.

**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 SHOULD BE CONSIDERED & 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 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.

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 Personal Communications Inc.

## **SECTION 10 - LIMITATION OF LIABILITY AND INDEMNITY**

**10.1 Limitation of Liability** - In no event will GLOBALCOM be liable to the Customer for any incident, indirect or consequential damages however caused, whether by GLOBALCOM's negligence or otherwise.

**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.

**Please initial:** \_\_\_\_\_

**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 ownership or agent/partner's ownership rights or ability to take possession of the Equipment.
- (vii.) Failure to use the GlobalCom network or to pay communications service invoices on time.

**SECTION 12 - ASSIGNMENT**

The Customer shall not reassign this agreement and the rights and obligations created here under 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  
7607 Kilmichael Lane  
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 Excusable Delays** - If GLOBALCOM's performance of any obligation hereunder is delayed due to reasons beyond GLOBALCOM'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. In no event will GLOBALCOM be liable for any damages resulting from any delay in the delivery of any Equipment or any delay in the performance of any maintenance.

**14.4 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.

**14.5 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 Florida, 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.

**14.6 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 Florida.

**14.7 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.

**14.8 Counterparts** - This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy hereof.

**14.9 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.

**AGREED TO BY THE CUSTOMER:**

By: \_\_\_\_\_ Date \_\_\_\_\_

CUSTOMER NAME \_\_\_\_\_ Title \_\_\_\_\_

# CREDIT CARD AUTHORIZATION FORM

I \_\_\_\_\_ hereby authorizes HP Communications, Inc.,  
 (Card Holder NAME PRINTED)  
 dba GLOBALCOM, via this signed authorization to charge my credit card for payment for airtime and (or) service/rental charges for INMARSAT mobile satellite terminal rental as outlined in the GLOBALCOM INMARSAT BGAN TERMINAL RENTAL AGREEMENT. These are actual charges in additional to the deposit reserve detailed in Section 4.

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ (mm/yy) Security Code \_\_\_\_\_

Name of Cardholder (EXACTLY AS APPEARS ON CARD): \_\_\_\_\_

If Company Card, Name of Company as it appears on card: \_\_\_\_\_

If credit card billing address not the is same as in Section 1 of Agreement, then enter below

EXACT Billing address/phone number of Cardholder:

\_\_\_\_\_

Phone: \_\_\_\_\_

Standard Rental Charges (Section 1.4)		\$
Optional Accessory Rental Charges (Section 1.5)		\$
Airtime Scratch Card Charges ( Section 1.6)		\$
Delivery Charges (Section 1.7)		\$
AMOUNT TO BE CHARGED AT START OF RENTAL	TOTAL	\$

**Customer also agrees that additional charges will be made after the rental period for extra rental days, airtime, damages and or loss of equipment. There are no refunds or credits for early returns or unused airtime.**

\_\_\_\_\_ **Date**  
 (Printed Name of CARDHOLDER)

\_\_\_\_\_  
 (SIGNATURE OF CARDHOLDER)