

GlobalCom Satellite Communications

Phone 1-888-636-0707

Fax 1-800-960-8939

17000 Preston Rd, Ste 320 Dallas, Texas 75248

sales@globalcomsatphone.com



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

IRIDIUM 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: _____

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

Expected Return Date _____
TO (mm/dd/yy)

1.3 RENTAL RATES for STANDARD EQUIPMENT RENTAL

	DAILY	WEEKLY	MONTHLY
<input type="checkbox"/> Rental Charge 9500 (Requires purchase of 50 minute airtime block)	\$4	\$25.95	\$103.8
<input type="checkbox"/> Rental Charge 9505A	\$5	\$29.95	\$143.80
<input type="checkbox"/> Rental Charge 9555	\$8	\$32.95	\$223.80
<input type="checkbox"/> Rental Charge 9575 (Includes Built-in GPS Receiver)	\$12	\$59.95	\$343.80
Postpaid Voice Rate/minute (Data is \$2.49/Minute)	\$1.75	\$1.75	\$1.75

Required: PREPAID MINUTES (A least 40 minutes must be purchased)

You can pre-buy Iridium rental minutes at a lower cost by buying a prepaid **airtime block**

- RENT-IRID-PP-40** 40 Minute Airtime Block @ \$1.70/minute = \$68 (Addl. Minutes: \$1.75/min.)
- RENT-IRID-PP-60** 60 Minute Airtime Block @ \$1.60/minute = \$96 (Addl. Minutes: \$1.75/min.)
- RENT-IRID-PP-100** 100 Minute Airtime Block @ \$1.49/minute = \$149 (Addl. Minutes: \$1.75/min.)
- RENT-IRID-PP-200** 200 Minute Airtime Block @ \$1.39/minute = \$278 (Addl. Minutes: \$1.75/min.)
- RENT-IRID-PP-300** 300 Minute Airtime Block @ \$1.29/minute = \$387 (Addl. Minutes: \$1.75/min.)
- RENT-IRID-PP-500** 500 Minute Airtime Block @ \$1.19/minute = \$595 (Addl. Minutes: \$1.75/min.)

Additional minutes beyond the prepaid minutes purchased will be billed at postpaid rates. Any unused minutes will not be credited or refunded.

Data (Internet) airtime is billed at \$2.49/Minute.

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1.4 STANDARD EQUIPMENT PROVIDED IN RENTAL.

One phone, one battery, one AC charger and one bag are included in standard rental. The 9555 and 9505A include two batteries. Stipulated Value of Standard Rental Equipment: \$1,100.00

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"/> Iridium Data Kit (for 9555 and 9575 Only)		\$10.00/Rental
<input type="checkbox"/> International adaptor plugs		\$3.95/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"/> Auxiliary Antenna and Adapter		\$10.00/Rental
<input type="checkbox"/> Voice Mail Access option (requires password)		\$20.00/Rental
<input 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	\$ 29.95
NOTE: A PRE-PAID RETURN SHIPPING LABEL WILL BE ENCLOSED AND ATTACHED TO YOUR RENTAL INVOICE TO RETURN YOUR RENTAL 2nd DAY AIR	\$29.95
<input type="checkbox"/> Additional Expediting Fee – Saturday Delivery (when available)	\$ 30.00
<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

Please Indicate INTENDED AREA OF USE: _____

EXACT LOCATION (COUNTRIES/AREAS/ETC. - VERY IMPORTANT)

GlobalCom Equipment Storage Location: **17000 Preston Rd., Ste 320, Dallas, Texas 75001**

SECTION 2 - Terms

2.1 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's Iridium services.

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

SECTION 4 - PAYMENTS

2.3 Rental Charges - Customer agrees to pay applicable rental charges and any other applicable fees **IN ADVANCE** prior to shipment to customer designated shipping address. 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. Until GlobalCom receives the Equipment, the Customer shall remain bound by the obligations of this Agreement.

2.4 Security Deposit/Reserve - Globalcom shall use the supplied credit card information as a reserve to be used in the event that additional charges are incurred.

2.5 Test and (or) Repair Charge - If returned equipment is returned damaged, the customer will be notified and will be responsible for the designated repair or replacement cost of the terminal.

2.6 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.

2.7 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.

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2.8 - 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.

2.9 - 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 AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

2.10 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. **Optional Insurance coverage excludes loss or theft, 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.

2.11 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. 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.

2.12 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.

2.13 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.

2.14 - 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.

2.15 - ASSIGNMENT

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

2.16 - 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., Ste 320
Dallas, Texas 75248 USA

SECTION 3 - GENERAL

3.1 Early Returns - No credit will be granted for unused airtime or early return of equipment.

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

3.3 Excusable Delays - If GlobalCom's performance of any obligation hereunder is delayed due to reasons beyond GlobalCom's reasonable control including acts of God, 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.

3.4 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.

3.5 Severability - In the event that any one or more provisions contained in this Agreement should be held to be unenforceable in any respect, unenforceability shall not affect any other provisions of this Agreement.

3.6 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 Texas.

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

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

3.9 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. This agreement to arbitrate covers claims that (a) arise out of or relate to this Agreement and any Sales, Service, or Rental Agreement; (b) arise out of or relate to any past transactions or dealings between us; (c) arise out of or relate to any future transactions or dealings between us; and (d) disputes about whether any claims, controversies, or disputes between us are subject to arbitration to the extent permitted by federal law. 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** 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.

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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.

Globalcom ACCEPTS VISA, MASTERCARD and AMERICAN EXPRESS

CREDIT CARD AUTHORIZATION FORM

17000 Preston Rd., STE 320, Dallas, TX 75248 Phone 1-888-636-0707 Fax 1-800-960-8939

I _____ hereby authorize GlobalCom Satellite
(Cardholder Name)

Communications via this signed authorization to charge my credit card for payment for airtime and (or) service/rental charges for Iridium mobile satellite phone rental as outlined in the GlobalCom Phone Rental Agreement.

_____ **Credit Card Number**

_____ **Expiration Date**

_____ **Security Code**

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

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

Check here if credit card billing address is different than in Section 1 of Agreement and enter address below:

EXACT Billing address of Cardholder:

_____ **Billing Address (STREET, ETC.)**

_____ **CITY**

_____ **STATE**

_____ **ZIP**

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

Customer may apply two weeks of rent fee toward the purchase of any of our phones.

(SIGNATURE)