

SatComm Communications, LLC
Phone: 1-888-728-2667 Fax: 1-256-355-4839
summer@satcommsite.com



IRIDIUM PHONE RENTAL AGREEMENT

(Please fill out ALL information fields and write legibly so we can best serve you.)

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 SatComm, and the Customer.

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

For SatComm use only:		
SIMM No. _____	Date Shipped / /	Method: _____
Satellite Phone # _____	Date Received / /	Method: _____
Condition Received: _____	Invoice Number _____	



1.3 RENTAL RATES FOR STANDARD EQUIPMENT RENTAL

Standard Rental	Daily	Weekly	Monthly
Rental Charge	\$15.00	\$59.99	\$195.99
Postpaid Rate/Minute	\$1.99	\$1.99	\$1.99

Note: The rate per minute applies to all calls (voice, data, and outbound text messaging) from the Iridium terminal to any terrestrial destination throughout the world, or to another Iridium terminal. There are no additional destination charges, and **there are no roaming charges and no long distance from anywhere to virtually everywhere**. Any calls made from the Iridium satellite phone to an Inmarsat satellite phone or a Globalstar satellite phone is billed at the flat rate of \$11.00 per minute.

The following standard equipment has been or will be provided to customer as part of this Agreement. Proof of delivery and return will be provided for by both parties through execution of a delivery receipt or signed delivery via common courier. If additional

BUY PREPAID MINUTES AND SAVE!

Section 1.3.5 PREPAID AIRTIME (OPTIONAL)

You can pre-buy Iridium rental minutes at a lower cost by buying a prepaid airtime block. Please select one of the following blocks if you would care to have prepaid minutes with your rental.

- RENT-IRID-PP-30** 30 Minute Airtime Block @ \$1.69/min = \$50.70 (Addl. Minutes: \$1.99/min)
- RENT-IRID-PP-50** 50 Minute Airtime Block @ \$1.59/min = \$79.50 (Addl. Minutes: \$1.99/min)
- RENT-IRID-PP-100** 100 Minute Airtime Block @ \$1.49/min = \$149.00 (Addl. Minutes: \$1.99/min)
- RENT-IRID-PP-200** 200 Minute Airtime Block @ \$1.49/min = \$298.00 (Addl. Minutes: \$1.99/min)
- RENT-IRID-PP-300** 300 Minute Airtime Block @ \$1.49/min = \$447.00 (Addl. Minutes: \$1.99/min)

IMPORTANT NOTE: YOU CANNOT COMBINE OR HAVE MULTIPLE AIRTIME BLOCKS WITH PREPAID MINUTES. YOU MUST SELECT ONLY ONE (if prepaid is desired).

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

Please initial _____



1.4 STANDARD EQUIPMENT PROVIDED IN RENTAL

- Iridium 9505-A (upgraded Phone**
- Soft Carry Case**
- AC Charger (International plugs not included)**
- One High Capacity Battery**
- Users Quick Start Guide**
- *Stipulated Equipment Value of Standard Rental Equipment: \$1300**

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
<input type="checkbox"/> Iridium 9505-A (upgraded phone) smaller, lighter, latest technology compared to the Iridium 9500 and the 9505 phone		FREE Upgrade	FREE Upgrade
<input type="checkbox"/> Waterproof Hard case instead of Soft Carry Case		\$15.00	
<input type="checkbox"/> DC Cigarette Lighter Adapter		\$10.00	
<input type="checkbox"/> Additional Battery(s) (1 will be provided in std rental)		\$29.00	
<input type="checkbox"/> Iridium Data Kit (Internet access at 2400 baud) (serial port required)		\$29.00	
<input type="checkbox"/> USB to Serial Adapter (if you do not have a serial port)		\$19.00	
<input type="checkbox"/> International adaptor plugs		\$ 3.95/ea	
<input type="checkbox"/> Solar Panel (requires DC Cigarette Lighter adapter)		\$49.00	
<input type="checkbox"/> Leather Case with belt clip		\$10.00	
<input type="checkbox"/> Auxilliary Antenna/Adapter (for vehicle applications)		\$10.00	
<input type="checkbox"/> Voice Mail Access option (requires password)		\$25.00	
<input type="checkbox"/> Insurance "Recommended" (\$500 deductible)		\$ 2.99/day	

1.6 INDICATE TYPE OF SHIPMENT		COST
<input type="checkbox"/>	NEXT DAY Delivery	\$59.50
<input type="checkbox"/>	2nd Day Delivery	\$29.50
<input type="checkbox"/>	Additional Expediting Fee - Saturday Delivery (when avail)	\$25.00
<input type="checkbox"/>	Additional Expediting Fee - Early AM Delivery (when avail)	\$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 avail)	Starting at \$250.00 minimum fee

Please Indicate INTENDED AREA OF USE: _____
 EXACT LOCATION (COUNTRIES/AREAS/ETC. - VERY IMPORTANT)

Please initial _____



SECTION 2

Agreement to Rent -SatComm Communications, LLC doing business as SatComm (hereinafter referred to as SatComm") agrees to rent to Customer and Customer agrees to rent from SatComm 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 SatComm's Iridium 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 SatComm 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 SatComm 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. SatComm will present customer with an itemized call detail record for all calls made by the rental phone within 180 days after the end of the rental. Until SatComm 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 SatComm 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 SatComm 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 SatComm charges \$700.00 in security deposit reserve.

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 can not 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 SatComm 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 SatComm'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. SatComm utilizes FEDEX or UPS 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 outlined in the SatComm website www.SatCommsatphone.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 SatComm. 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 SatComm advised of the changes to the Specified Equipment's site or usage location. The Customer will permit SatComm or its Agent to inspect the Equipment during the term of this agreement at any reasonable time.

Please initial _____



SECTION 6 - Warranty

SatComm warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. SatComm 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 SatComm 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 SatComm'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 SatComm as owner of the Equipment.

7.2 Security Interest - Customer will execute and deliver to SatComm documents and forms which are reasonably necessary or desirable to protect SatComm'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 -SatComm 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 due to shipping error or loss due to confiscation of phone by foreign government officials. SatComm 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 SatComm notice thereof and, Customer will elect one of the following options:

(i) Pay to SatComm 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 SatComm repair or replace the damaged or lost equipment, and pay to SatComm 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 SatComm is unable to repair or replace the equipment then option (i) shall apply.

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

SECTION 9 - MAINTENANCE

9.1 Normal Maintenance - SatComm 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 SatComm or its agent for maintenance and Customer will pay all costs for shipment to SatComm or its agent and shall be liable for any loss or damage during transportation. SatComm 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 SatComm 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.

Please initial _____

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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 SatComm in sufficient detail to enable SatComm 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 SatComm 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 SatComm.

SECTION 10 - LIMITATION OF LIABILITY AND INDEMNITY

10.1 Limitation of Liability - SatComm 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. SatComm shall not be liable to its distributor or customer or any third party for any special, incidental, or consequential damages and SatComm is specifically released from any such damages by Customer. Any liability of SatComm 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 SatComm 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, SatComm 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) SatComm 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 SatComm's ownership or agent/partner's ownership rights or ability to take possession of the Equipment.
- (vii.) Failure to use the SatComm'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 SatComm.

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 SatComm Communications, LLC
Email: summer@satcommsite.com
Fax: 256-355-4839

Please initial _____



CREDIT CARD AUTHORIZATION FORM

I _____ hereby authorize SatComm
(NAME PRINTED & CARDHOLDER)
 Communications, LLC via this signed authorization to charge my credit card for
 payment for the airtime and (or) service/rental charges for Iridium mobile
 satellite phone rental as outlined in the SatComm Phone Rental Agreement. These are
 actual charges in additional to the deposit reserve detailed in Section 4.

Credit Card Number _____
SatComm ACCEPTS VISA, MASTERCARD, AMERICAN EXPRESS EXP DATE SECURITY CODE
Customer understands that use of a debit card will hold \$700.00 (security reserve) of your funds for 30 days.

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

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

Check this box if credit card billing address is same as in Section 1 of
 Agreement (if not, then enter below)

EXACT Billing address/phone number of Cardholder: _____
 Phone: _____

	Standard Rental Charges (Section 1)	\$
	Optional Prepaid Airtime (Section 1)	\$
	Optional Rental Charges (Section 1)	\$
	Delivery Charges (Section 4.4)	\$
AMOUNT TO BE CHARGED	(per phone rented)	
AT START OF RENTAL	TOTAL	\$

**Customer also agrees that additional charges will be made up to 180 days
 after the rental period for airtime, extra rental days, damages and or loss
 of equipment.**

**Customer may apply up to first two weeks rent toward the purchase of
 any of our phones**

(Printed Name of CARDHOLDER) Date _____

(SIGNATURE OF CARDHOLDER)

Customer understands there is no refund for early returns.