



9505A IRIDIUM RENTAL AGREEMENT

Name on Card: _____

BILLING Address: _____

SHIPPING Address: (If different): _____

Phone: _____ Fax: _____ E-Mail Address: _____

Credit Card Number: _____ Expiration Date: _____

Security Code*: _____

*This is the 4 digit number listed above the card number on American Express or the last 3 or 4 digits of the pre printed # on the back of a MasterCard/Visa above the signature line.

Amount Authorized: \$

Rental of Iridium 9505A satellite phone for period: _____
Dates of rental – must be completed

Rental includes an Iridium 9505A satellite phone, AC charger and international plug kit, high capacity battery, Soft carrying case. Phone is due back 3 business days after end date shown above. Customer agrees that if phone is lost or stolen that a \$1,300.00 charge and a prepaid minute airtime charge to credit card above will apply.

Rental rates are \$85 weekly; \$250 monthly. Airtime rate is \$1.99 per minute. Late return charge is \$15 per day. Phone must be returned within 3 business days of the end date above unless rental is extended.

Optional Items/Insurance Requested (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> 12VDC Charger (Cigarette Lighter) \$10 | <input type="checkbox"/> Prepaid minutes (100 @ \$1.60; \$160) |
| <input type="checkbox"/> Spare battery \$10 | <input type="checkbox"/> Insurance (\$400 deductible; \$3/day) |
| <input type="checkbox"/> 6W lightweight solar panel \$40 | <input type="checkbox"/> External Magnetic Antenna /Adapter \$20 |
| <input type="checkbox"/> Watertight Pelican Case \$20 | |

Cardholder acknowledges receipt of goods and/or services for purposes referenced above and agrees to perform the obligation set forth in the Cardholder's agreement with the Issuer.

X

CUSTOMER SIGNATURE

PLEASE NOTE: YOU WILL BE SENT A CONFIRMATION VIA EMAIL OR FAX. IF YOU DO NOT RECEIVE A CONFIRMATION, YOU WILL NOT RECEIVE A PHONE. PLEASE CONTACT US IF CONFIRMATION IS NOT RECEIVED!

DATE: _____ **PHONE MUST ARRIVE BY:** _____
(very important) Date



TERMS & CONDITIONS OF RENTAL:

A. It is Customer's responsibility to understand how to use the phone/terminal and other rental equipment and to verify that it is operable. Should Customer not return the phone to Explorer Satellite Communications Inc. (ESCI) at the above listed address within 2 days of receiving the equipment, the equipment shall be deemed operable, and Customer agrees to be responsible for all charges set forth in the rental agreement. The Customer is responsible for all usage including calls that are dropped while in progress. Customer agrees to pay all charges set forth in this agreement regardless of coverage or equipment performance in the area of attempted use. ESCI gives no warranty of the fitness of any equipment for any specific purpose and advises the Customer to be certain that the use or possession of the equipment is legal in any country within which the Customer intends to use or carry the equipment. Customer agrees to abide by all effective regulations in any country where the equipment is used, including the purchase of any required licenses or permits.

B. Damage Provision: ESCI tests all equipment prior to shipping it to Customer, and provides shipping insurance for the listed retail value until the equipment is delivered to Customer. Customer agrees to pay for the repair or replacement at listed retail value of any equipment rented to the Customer by ESCI in the event that it is damaged while in the possession of the Customer or during return shipment to ESCI. ESCI retains the right to determine if the equipment has been damaged. Upon return of the equipment, there will be an immediate charge for components that are damaged based on the retail value of the components.

C. Loss Provision: In the event that Customer fails to return all rented equipment to ESCI for any reason, including, but not limited to, loss or theft, Customer agrees to pay for the replacement of any and all items not returned at listed retail value. If the equipment is lost or stolen, Customer will contact ESCI and notify them of the loss or theft of the equipment. ESCI will make reasonable efforts to deactivate the equipment; however, Customer is responsible for all usage that occurs prior to deactivation. In the case of a lost or stolen phone the rental period ends on the day payment is made to ESCI for the lost or stolen phone.

D. Limitation of Liability: Satellite or other service may be temporarily or periodically interrupted, delayed, barred, or otherwise limited and is not available everywhere in the world. Service may be affected or prevented by many factors, including but not limited to geography, topography, weather, atmospheric conditions, system maintenance, system outage, and misuse. ESCI makes no representation that it can arrange for uninterrupted service. Furthermore, ESCI shall have no liabilities for and shall give no credits or rebates for interrupted service unless caused by the willful malfeasance or gross negligence of ESCI. ESCI shall not be liable for acts or omissions of other carriers, equipment or software failures or modifications, periodic downtime for maintenance or service, acts of nature, strikes, war or civil disobedience, government actions, bankruptcies, or other causes beyond our reasonable control. ESCI MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. ESCI SHALL NOT BE LIABLE TO ITS CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE OR PROFITS OR REVENUE, NOR FOR INJURIES, INCLUDING DEATH.

E. Before shipment, ESCI will make an immediate charge to the named account for the rental reserve period which begins two days after shipment and goes through the above specified "expected end date" or the minimum term commitment (whichever is longer). The Customer agrees to pay rental charges for the entire rental reserve period, and in the event the Customer keeps the equipment beyond the expected end date of the rental reserve period, charges will continue up until but not including the day the phone is received by ESCI at the above listed address. On termination of the rental agreement, or periodically during the rental period, all amounts including rental, shipping, and airtime/usage charges can be charged to the named account. A late charge of the lesser of 1-1/2% per month or the maximum rate permitted by law may be applied to any amount not paid when due. The Customer agrees to pay ESCI all airtime/usage charges for calls/communications made from or received on the rental phone/terminal. It is the Customer's responsibility to know the usage cost for any particular calls the Customer makes. This information is available from ESCI upon request. Airtime billing is in one minute increments (one minute minimum). ESCI reserves the right to put a hold on Customer's credit or debit card to cover the retail value of the equipment at any time during the rental. The listed price of the service does not include sales, usage, excise, ad valorem, property, or any other taxes or fees now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall be responsible for the payment of any applicable taxes or fees, including but not limited to any Universal Service Fund charges.

F. Non-Refundable Charges: In the event that the Customer returns the phone prior to the Expected End Date, the Customer will not receive a refund for any part of the original rental reserve period. Customer will not receive refunds or discounts on airtime usage related to calling ESCI's customer service or technical support numbers.

G. ESCI ships all equipment in good working condition and insures it for the above specified retail value during delivery to the Customer. Customer agrees to pay for the repair or replacement at retail value of any equipment rented to the Customer by ESCI in the event that it is damaged or lost while in the possession of the Customer or during return shipment to ESCI. ESCI retains the right to determine if the equipment has been damaged. Upon return of the equipment, there will be an immediate charge for components that are damaged or missing from the shipment based on the retail value of the components specified in this agreement. A complete list of retail prices is available on ESCI's website, www.explorersatellite.com, or is available upon request.

H. Customer shall pay all costs including, without limitation, court costs, attorney fees, the fees of any collection agency and any other costs incurred by ESCI in exercising or defending any term of, or right under, this Agreement. Customer agrees that this contract shall be governed by the laws of the State of Florida, without regard to its conflicts or choice of laws law, and that sole venue shall be in Fort Lauderdale, Broward County, Florida, USA.

Customer's initials

PHONE MUST ARRIVE BY: _____

(very important)

Date

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