



THE LEADER IN SATELLITE BUSINESS APPLICATIONS

BGAN RENTAL ORDER FORM

INSTRUCTIONS

Dear Valued Satellite Customer:

SatWest, LLC is dedicated to offering you superior quality and service to make your rental a success. In order to be sure that you get your BGAN Terminal on the correct dates that you need it, we need ALL information on this agreement and order form filled out, signed and faxed back to us at 1-505-243-6355. All orders received will be subject to sales department verification.

Thank you for your business. Please call us with any questions you may have.

The SatWest Sales Team



SatWest LLC
2021 Girard Blvd SE
Suite 203
Albuquerque, NM 87106
+1 (505) 255-2499
Toll Free: 1-866-446-9182
Fax: +1 (505) 243-6355
www.satwest.com

1. **ORDER DATE:** _____, 2008

2. **CUSTOMER BILLING INFORMATION**

Name _____

Business: _____

Address: _____

Address 2: _____

City, State, Zip: _____

Email: _____

Home/Mobile: _____ Fax: _____ Work: _____

3. **SHIP-TO INFORMATION** SAME AS ABOVE

Attention: _____

Address: _____

City, State, Zip: _____

4. **LOCATION(S) WHERE EQUIPMENT WILL BE USED** (very important):

5. **PAYMENT INFORMATION** (Must Match Billing Address)

Visa MasterCard Discover American Express

Credit Card No.: _____

Name on Card: _____

Exp.: ___ / ___ Card ID: _____ Signature: _____
(last three digits on back of card - Amex: four digits above card number)

By signing the Agreement Customer hereby authorizes SatWest, LLC to charge his/her credit card for all charges stated in this Order Form or provided for in the Agreement, and further agrees to the terms and conditions set forth in this Order Form and the Agreement.

6. EQUIPMENT RENTAL ORDER

Customer agrees to rent the following Equipment at the rates and for the period indicated, and to return the equipment to SatWest for receipt on or before the date indicated below:

Sabre/Nera World Pro 1000 – Standard IP up to 384/240 kbps/Streaming IP 32 & 64 kbps (\$50 Activation)
 ___\$95 Weekly
 ___\$380 Monthly

Thrane Explorer 500 - Standard IP up to 464/448 kbps/Streaming IP 32, 64 and 128 (\$50 Activation)
 ___\$125 Weekly
 ___\$500 Monthly

Thrane Explorer 700 - Standard IP up to 492 kbps/Streaming IP up to 32, 64, 128 & 256 (\$50 Activation)
 ___\$175 Weekly
 ___\$700 Monthly

Hughes HNS 9201 – Standard IP up to 492 kbps/Streaming IP up to 32, 64, 128 & 256 (\$50 Activation)
 ___\$175 Weekly
 ___\$700 Monthly

STANDARD RENTAL INCLUDES:

- BGAN terminal
- Li-Ion battery
- AC/DC power supply
- BGAN Launch Pad
- User Manual
- Ethernet & USB cables

ACCESSORIES:

___ Portable Solar Panel @ \$150 per week (\$450 Per Month)

RENTAL PERIOD: from _____ to _____

(BGAN Terminal will arrive at least one day prior to rental period)

<input type="checkbox"/> Prepaid Airtime	<i>This is the most cost effective way to pay for airtime. Prepaid airtime is sold in 50 MB blocks.</i>			
50MB = \$399.50 (\$7.99/MB) # of bundles	100MB = \$774 (\$7.44/MB) # of bundles	250MB = 1, 812.50 (\$7.25/MB) # of bundles	500MB = \$3,425 (\$6.49/MB) # of bundles	1000MB = \$5,990 (\$5.99/MB) # of bundles
Any usage over prepaid amount will be billed @ \$8.95/MB				
<input type="checkbox"/> Postpaid Airtime	All charges will be billed to the credit card indicated on this agreement. Streaming data subject to availability and credit approval			
High speed standard background IP data transmissions = \$7.95/MB Voice calls to POTS or mobile phone burn at a rate of \$1.25/min. Voice calls to other satellite phones or terminals burn at a rate of \$11.00 per minute SMS = \$.59 per 160 character message Streaming service burn rates are as follows: ISDN 56K = \$6.40/min, ISDN 64k = \$6.40/min 32K streaming= \$3.19/min 64k streaming = \$6.39/min 128k streaming = \$10.91/min 256k streaming = \$18.62/min <input type="checkbox"/> Static IP is \$50 per month <i>Don't forget: BGAN terminals can transmit data at speeds of up to 1 MB of data in 30 seconds. Budget your time wisely!</i>				

7. **EQUIPMENT RETURN INSTRUCTIONS** Customer shall ship Equipment and accessories to the following address sufficiently in advance to arrive at SatWest on or before the Equipment Return Date below. Customer shall pack Equipment and accessories in their original box(es), pack them sufficiently to prevent damage and insure packages up to the Stipulated Value of the Equipment. If Return Shipping is selected Customer is required to drop off equipment at Authorized UPS location or arrange for pickup.

RETURN SHIPPING: YES ____ NO ____ (includes UPS 2 day return shipping costs and label)

If NO Return Shipping Please Return To: SatWest,
LLC Attention: Rentals
2021 Girard Blvd. Suite 203
Albuquerque, NM 87106

EQUIPMENT RETURNED BY DATE: _____ (three business days from rental end date)

8. **INSURANCE**

____NO, I AM COVERED BY INSURANCE. By checking this item Customer agrees that he/she holds insurance which adequately covers the Stipulated Value of the Equipment and may be used to make claims for loss or damage of the Equipment.

____YES, I WANT OPTIONAL RENTAL INSURANCE. By checking this item Customer agrees to purchase Optional Rental Insurance from SatWest per the following terms:

- Cost for this insurance is \$15 per day or \$450 per month, per Equipment item, with a one week minimum.
- This insurance will cover loss, or damage to the BGAN Terminal only, and does not include the loss of accessories.

For insurance purposes the Stipulated Value of the Equipment is consistently updated on the SatWest website located at <http://www.satwest.com>

9. **MAINTENANCE AND REPAIR**

Should the Equipment require Maintenance or Repair, the Customer may contact SatWest at:

SatWest, LLC Attention: Rentals
2021 Girard Blvd. Suite 203
Albuquerque, NM 87106
E-mail: sales@satwest.com
BGAN Terminal: 505-255-2499

10. **FEEDBACK** How did you hear about SatWest Rentals?

Web Search: Google ____ Yahoo! ____ MSN ____ AOL ____ Other ____ Search Term: _____

____ Yellow Pages ____ Travel Agent ____ Friend ____ Newspaper ____ Other: _____

11. **COST ESTIMATE** The following total estimated cost is payable to SatWest:

Item	Description	Rate	Period	Item Total
1	Equipment Rental	\$		\$
	Activation	\$50.00	-----	\$
		\$		\$
Subtotal				\$
Sales Tax (6.875%) NM State				\$
Shipping				\$
Total Estimated Amount Due:				\$

The Customer acknowledges reading and agreeing to the attached Service Agreement Terms. This agreement contains a Limitations of Liability Clause.

Sign: _____ **Date:** _____

SatWest, LLC Satellite Rental Agreement

This Rental Agreement (the "Agreement") is made and entered into by and between SatWest, L.L.C., a New Mexico limited liability corporation ("SatWestTM"), and the undersigned "Customer".

1. **Agreement to Rent.** SatWest, the Rentor, hereby agrees to rent to Customer, and Customer agrees to rent from SatWest, mobile satellite equipment ("Equipment") as described in the Order Form(s) associated with this Agreement. Except as otherwise provided herein, both parties will continue rental of Equipment until the end of the Rental Period. The Customer agrees to operate the Equipment through SatWest's network connectivity with France Telecom Inmarsat, Globalstar, or Inmarsat satellite communication services, as selected by Customer on the Order Form. Until SatWest receives the Equipment, the Customer shall remain bound by the obligations of this Agreement.

2. **Term.** The term of this Agreement begins on the Effective Date, as signed above, and except as otherwise provided herein, will continue until the end of the Rental Period.

3. **Fees and Payment.** Customer agrees to pay IN ADVANCE all amounts for Rental, Deposit, and Shipping, and all other applicable fees or charges as set forth herein, except repair charges and shipping associated with repairs. All payments shall be made in U.S. currency, and for purposes of this Agreement dollars (\$) shall mean \$US.

a. **Equipment Rental.** Customer agrees to pay all fees and charges for Equipment Rental as set forth in the Order Form.

b. **Equipment Return.** Customer agrees to return Equipment on time at the end of the respective Rental Period. If the Customer fails to return Equipment on time, Customer agrees to pay a late fee of twenty five dollars (\$25.00) per day until SatWest receives the Equipment. Should Customer provide advanced notice to SatWest that Equipment will not be returned on time, this late fee will be reduced to twelve dollars (\$12.00) per day.

c. **Deposit.** Customer agrees to provide a Deposit to SatWest, which shall be applied to the total amount due pursuant to the Order Form. Customer further agrees to allow SatWest to deduct funds from the Deposit to pay applicable airtime charges. The Deposit shall transfer to SatWest in full should Customer fail to return Equipment, or through Customer's negligence or malicious act cause Equipment to be lost or damaged beyond useful repair.

d. **Repair/Loss Charges.** Customer agrees to pay for repairs or loss to Equipment, if applicable, except repairs to correct normal wear and tear. SatWest will determine the amount for repairs according to the repairs required to return the Equipment to functional, rentable service.

e. **Shipping Costs.** Customer shall be responsible for all costs associated with shipping to and from the Specified Site and the specified SatWest storage location. Customer agrees to reimburse SatWest for any shipping costs incurred for delivery of the Equipment to the Customer. Customer agrees to pay for shipping costs for returning Equipment to SatWest's designated storage location.

f. **Taxes, etc.** Customer agrees to pay directly or reimburse SatWest 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.

g. **Other Costs.** Customer agrees to pay for any consumable items supplied by SatWest, as well as any costs advanced by SatWest that are assessable to the Customer under this Agreement.

h. **Adjustments to Fees.** Adjustments to fees related to changes in service may be allowed, however any adjustment must be agreed to in advance by SatWest and may only be made effected by revised Order Form.

i. **Invoices.** SatWest, at its sole discretion, may issue an invoice to Customer requesting payment. Invoice payment terms are Net 25 Days after receipt of SatWest's invoice. Customer agrees to remit payment(s) in accordance with instructions set forth in the invoice.

j. **Payment Methods.** Customer may pay by debit card electronic funds transfer, credit card, wire transfer, or by check when remitting payment by invoice.

4. **Equipment Use, Site and Inspection.** Customer agrees to obtain 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 in the United States is limited to the transmission of communications from temporary fixed locations in situations where no other means of communications exists and for test messages to verify operation of the Mobile Earth Station (MES). If Customer rental is for use in the United States, application to, and licensing by the FCC will be required, and is the responsibility of Customer and/or Customer's terminal operator. SatWest will assist Customer in identifying licensing requirements and (or) trans-border issues. The Customer will exercise due care in and will permit only qualified personnel of the operator to use and operate the Equipment and such use and operation shall be only according to written instructions provided by SatWest. 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 advise SatWest of any change to the Equipment's Site Location. SatWest or its Agent reserve the right to inspect the Equipment at any time during the term of this Agreement for any

reason.

5. **Equipment Maintenance.**

a. SatWest or its authorized Agent shall be the exclusive source to maintain the Equipment and will maintain the Equipment in operational condition. Customer agrees to deliver the Equipment to SatWest or its designated agent for maintenance and pay all shipping costs, including any loss or damage during transportation. SatWest or its agent will return the Equipment to the Customer after maintenance and shall be liable for any loss or damage during transportation. When available, and if requested by the Customer, Equipment may be maintained at the Customer's location, in which case Customer agrees to pay for any transportation and labor costs incurred by SatWest or its authorized Agent in accordance with the standard rates in effect. For malfunctions and failures due to manufacturing defects and normal wear and tear, maintenance will be provided without charge to Customer.

b. Maintenance required for all other malfunctions and failure or damage such as caused by improper power source, abuse, accident, improper operation or abnormal conditions of operation shall be at the expense of Customer. NOTE: USE OF ERRATIC POWER WILL DAMAGE EQUIPMENT. THIS IS OF PRIMARY IMPORTANCE IN COUNTRIES WHERE CONSISTENT POWER SUPPLY IS NOT AVAILABLE. IN SUCH SITUATIONS CUSTOMER MAY BE REQUIRED TO PROVIDED AN AUXILIARY POWER GENERATOR OR ADAPTOR. Malfunction or failure of operation covered by this section will not entitle the Customer to a reduction in rental charges for a period commencing on the day the malfunction or failure is reported to SatWest in sufficient detail to enable SatWest 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 SatWest be liable for any loss of profits, indirect, consequential or other damages resulting from any failure of the Equipment. 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 express written approval of SatWest.

6. **Ownership.** Customer acknowledges that SatWest is and shall remain the owner of the Equipment until title is conveyed to the Customer by separate written agreement. Customer agrees to protect SatWest's ownership rights against claims, liens and other encumbrances by Customer's creditors or other claimants against Customer. Customer agrees to not remove, obliterate or obscure markings that identify SatWest as owner of the Equipment.

7. **Security Interest.** Customer shall sign and deliver to SatWest all documents and

forms which are reasonably necessary or desirable to protect SatWest's ownership and interest in the Equipment, including

finance statements under the Uniform Commercial Code.

8. **Proprietary Rights.** In all cases Customer agrees to protect any copyright, trademark, trade secret or patent of SatWest, its network service provider, or manufacturer of the Equipment from infringement. Additional provisions for software license terms, if applicable, are set forth in the attached Software License Agreement and are incorporated herein by this reference.

9. **Insurance.**

a. Customer represents that he/she shall maintain in effect on the Equipment a policy of insurance during the term hereof, with extended coverage endorsement in an amount not less than the Stipulated Value of the Equipment. Customer will cause SatWest to be named as an additional insured under such policy. The Customer will furnish SatWest a certificate or other satisfactory evidence of the existence of such insurance when requested by SatWest.

b. Customer may at his/her discretion purchase Optional Rental Insurance from SatWest through the Order Form. Should Customer choose Optional Rental Insurance coverage, the fees, terms and conditions set forth in the Order Form shall apply to this Agreement and are incorporated herein by this reference. Customer agrees to pay for purchased Optional Rental Insurance coverage in accordance with the terms and conditions of the Order Form and as set forth in this Agreement.

10. **Risk of Loss.** Customer agrees to bear responsibility for all malfunctions, failures, damage to or loss of equipment, except for manufacturing defects and normal wear and tear. In the event of any such damage or loss, Customer shall promptly notify SatWest and elect one of the following options:

a. Pay SatWest an amount equal to the Stipulated Equipment Value for the damaged or lost Equipment. In such case, the rental charges and other obligations of the Customer shall accrue until the payment is made. After payment is made in full this Agreement shall automatically terminate in part with respect to the damaged or lost Equipment; or,

b. Request SatWest to repair or replace the damaged or lost equipment, and pay SatWest for the full cost of such repair or replacement. In such case the rental charges and other obligations of the Customer shall accrue during the period of repair or until replacement. If SatWest is unable to repair or replace the equipment then option (a) above shall apply. In any case the amount to be paid to SatWest shall be reduced by any applicable insurance proceeds paid to SatWest.

11. **Warranty.** SatWest warrants that each

item of Equipment will be suitable for normal operation and use at the time of delivery.

Use

of Equipment inside of buildings that do not include the requisite infrastructure for mobile satellite communications is not considered normal operations under this Agreement, consequently SatWest does not warrant or represent that Equipment will operate properly in such situations.

SATWEST MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, AS TO ANY MATTERS

WHATSOEVER. SATWEST DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

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

13. **Indemnity.** Customer agrees to defend, indemnify and hold harmless SatWest and its agents from and against all claims, damages and costs including all costs and reasonable attorney fees, domestic or foreign, arising out of the Customer's use of this Equipment

14. **Default.** If Customer fails to perform any obligation under this Agreement, or otherwise defaults, SatWest 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) SatWest 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 SatWest's ownership or agent/partner's ownership rights or ability to take possession of the Equipment, (vii) Failure by Customer to use SatWest network providers or to pay communications service invoices on time, or (viii) Confiscation of the Equipment by any governmental agency or entity due to unlawful use of Equipment by Customer.

15. **Assignment.** This Agreement and the SatWest LLC – BGAN Rental Equipment Order Form

rights and obligations created hereunder, and any Equipment covered by this Agreement, are not be assignable by Customer without the prior written consent of SatWest.

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 telex, fax or deposited in the United States mail, postage prepaid and 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: the address given in the Order Form and to Customer's listed telex/fax number. If to SatWest: the address given in the Order Form and to SatWest's listed telex/fax number.

17. **Export Regulations.** Customer shall not export, divert-export or re-export the Equipment to any country contrary to U.S. export laws or regulations. In all cases the Customer represents that he/she shall remain in compliance with U.S. export laws and regulations, and the import/export laws and regulations of all other countries to which the Equipment shall be carried.

18. **Excusable Delays.** If SatWest's performance of any obligation hereunder is delayed due to reasons beyond its reasonable control, the time for performance of such obligation will be postponed for a period equal to the number of days of such delay. Any consummate Adjustment to Fees shall be made in accordance with the terms and conditions of this Agreement. In no event shall SatWest be held liable for any damages resulting from any delay in the delivery of any Equipment or any delay in the performance of any maintenance hereunder.

19. **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 New Mexico, 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.

20. **Entire Agreement.** This Agreement and attached Order Form(s), exhibit(s), attachment(s), list(s) or schedule(s), in total comprise the entire Agreement between the parties and supersede all prior and contemporaneous agreements and representations made with respect to the same subject matter.

21. **Disputes/Choice of Law.** The laws of the State of New Mexico shall govern this Agreement. In the event of any dispute arising from this Agreement, including collection action, the parties agree to resolve such matter in the appropriate Federal or State court in Sandoval County, New Mexico, and the prevailing party shall be

entitled to receive all costs and reasonable attorney fees. Customer consents to the exclusive jurisdiction of such courts, and waive all defenses of lack of personal

jurisdiction and forum non-conveniens.

Effective Date written above.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the

SatWest Communications LLC Confidential – Rental Agreement