



Address:
8637 E Sandalwood Dr
Scottsdale, AZ 85250

Phone: 1-888-596-8735

Intl: 1-480-348-0442

Fax: 1-425-940-4691

Iridium Phone Rental Agreement

Section 1 – Rental Agreement

1.1 This is a Rental Contract – Tempest Telecommunications and Arizona Corporation hereafter referred to as TEMPEST TELECOM agrees to rent to Customer, and Customer agrees to rent from TEMPEST TELECOM, mobile satellite equipment, hereafter designated Equipment, described below, and except as otherwise provided herein, will continue until the end of the Effective Dates of Rental agreed to below.

1.2 Ownership - Customer acknowledges that TEMPEST TELECOM 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 TEMPEST TELECOM' 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 TEMPEST TELECOM as owner of the Equipment.

1.3 Security Interest - Customer will execute and deliver to TEMPEST TELECOM documents and forms which are reasonably necessary or desirable to protect TEMPEST TELECOM' ownership and interest in the Equipment, including finance statements under the Uniform Commercial Code.

1.4 Assignment and No Right of Resell - This agreement and the rights and obligations created hereunder shall not be reassigned by the Customer without the prior written consent of TEMPEST TELECOM .

Section 2 – Rental Fees, Service Charges and Other Applicable Charges

2.1 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 TEMPEST TELECOM 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. TEMPEST TELECOM will present customer with an itemized call detail record for all calls made by the unit within 60 days after the end of the rental. Until TEMPEST TELECOM receives the Equipment, the Customer shall remain bound by the obligations of this Agreement.

2.2 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 TEMPEST TELECOM 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 TEMPEST TELECOM which is chargeable to the Customer. Currently TEMPEST TELECOM charges the stipulated equipment value of \$1000.00 as a security reserve. For your convenience once the equipment has been returned your security reserve will be half of the original allotment. Upon termination of this Agreement, and after final airtime and other charges are paid in full, the reserve will be completely released from the credit card.

2.3 Test, Cleaning and (or) Repair Charge – If returned equipment appears broken due to misuse, a test and repair charge of up to \$250.00 may be charged for inspection, testing, cleaning 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. IF CUSTOMER AGREES TO PAY FOR A REPLACEMENT UNIT OR FOR MAINTENANCE TEST AND REPAIR CHARGE WILL BE WAIVED, EXCEPT FOR COSTS REQUIRED TO REPAIR OR REPLACE UNIT.

2.4 Missing Items – In addition to the main satellite modem, the equipment may be shipped with adapters, wires, plugs, manuals and packaging. If the unit is returned without these items or if these items are damaged beyond normal reasonable usage, Tempest Telecom may charge a replacement fee for each item. Customer explicitly agrees to inventory items and asses their condition upon receipt and return of all items checking all items against the shipping manifest.

2.5 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 TEMPEST TELECOM any shipping costs for delivery of the Equipment to the Customer (as indicated below), shipping costs are included for return of the items, provided items are returned using the original packaging materials and return label to TEMPEST TELECOM' designated storage location. The Shipping charges noted above are for shipment to any location in the Continental United States only. TEMPEST TELECOM utilizes FEDEX for all rental shipments.

2.6 - TEMPEST TELECOM Service: Customer has contracted to have TEMPEST TELECOM provide the service under the terms detailed on the front page of this Agreement. Basic Inmarsat Service is provided via the France Telecom global Inmarsat network utilizing land earth stations in Aussaguel France and Perth Australia. Some Inmarsat Services are provided through resale agreements with Xantic and/or Station12/Telstra. Globalstar service is provided through stations operated by and roaming agreements of Globalstar USA. Iridium service is provided by Iridium Satellite LLC. Customer agrees to remain as a subscriber of the service for a period of one or two years from the date of service activation based on the agreement, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. TEMPEST TELECOM reserves the right to change rates at anytime.

Equipment Rental:

\$250 per month + Prepaid Airtime and Shipping

Prepaid Airtime:

Pre-Paid Airtime				
Plan	Units	Validity	Price	
75 Minutes	4500	1 Month	\$169.00	
500 Minutes	30000	12 Months	\$755.00	
3000 Minutes	180000	24 Months	\$3750.00	
5000 Minutes	300000	24 Months	\$5649.00	

Pre-Paid Airtime Costs (in terms of units)		
Code	Description	Units/Min
I10	Voice to PSTN (Regular Phone)	60
I20	Iridium to Iridium Voice	30
I22	Iridium to Iridium Data	30
I30-33	Iridium to other non-Iridium Sat Phone	540
I40-41	Iridium to Voicemail	30
I50	Low Speed Data	60
I60	Direct Internet Access	60
I70	Incoming 2-Stage Voice	120
I72	Incoming 2-Stage Data	120
I80	Receiving Voice	Free
I90	Receiving Data	Free

2.7 - Data Transmission Use & Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, TEMPEST TELECOM makes no representation as to the success of data calls through the system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (ie: next to a building/obstruction), the Iridium system (a low earth orbiting satellite constellation) has inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited.

2.8 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.

2.9 Statement Fee –TEMPEST TELECOM, unless otherwise noted, will automatically utilize the email address provided in below for electronic submission of your final invoice.

Section 3 – Returning Equipment, Damage Fees and Late Charges

3.1 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 on TEMPEST TELECOM's website www.tempestcom.com. 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 TEMPEST TELECOM. 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 TEMPEST TELECOM advised of the changes to the Specified Equipment's site or usage location. The Customer will permit TEMPEST TELECOM or its Agent to inspect the Equipment during the term of this agreement at any reasonable time.

3.2 Insurance - TEMPEST TELECOM 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.

3.3 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 2. In the event of any such damage or loss, Customer will promptly give TEMPEST TELECOM notice thereof and, Customer will elect one of the following options:

- (I) Pay to TEMPEST TELECOM an amount equal to the retail cost of a NEW Iridium Phone 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 TEMPEST TELECOM repair or replace the damaged or lost equipment, and pay to TEMPEST TELECOM 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 TEMPEST TELECOM is unable to repair or replace the equipment then option (i) shall apply. In any case the amount to be paid to TEMPEST TELECOM shall be reduced by any applicable insurance proceeds paid to TEMPEST TELECOM pursuant to Section 3.2 of this Agreement.

3.4 Normal Maintenance - TEMPEST TELECOM 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 TEMPEST TELECOM or its agent for maintenance and Customer will pay all costs for shipment to TEMPEST TELECOM or its agent and shall be liable for any loss or damage during transportation. TEMPEST TELECOM 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 customer's location, in which case Customer will pay for the transportation and labor costs of TEMPEST TELECOM 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 3.2.

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.

3.4 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 TEMPEST TELECOM in sufficient detail to enable TEMPEST TELECOM or its agent to commence necessary repairs and ending on serviceable condition. In no event will TEMPEST TELECOM 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 TEMPEST TELECOM .

Section 4 – Warranty of Use, Disclaimer, Limitation of Liability and Indemnity

TEMPEST TELECOM warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. TEMPEST TELECOM MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, AS TO ANY MATTERS WHATSOEVER. TEMPEST TELECOM DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

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

4.2 Indemnity - The Customer agrees to protect, indemnify and hold harmless TEMPEST TELECOM from and against all claims, damages and costs including legal expenses arising out of the Customer's use of this Equipment.

4.3 Data transmission use & Dropped Calls - Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, TEMPEST TELECOM makes no representation as to the success of data calls through the system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (i.e.: next to a building/obstruction), the RBGAN system (a low earth orbiting satellite constellation) has inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. TEMPEST TELECOM can provide data setup technical support beyond the normal provided setup instructions at an additional charge. Please consult with a sales representative for more details.

Section 5 – Default and Continuation

If Customer fails to perform any obligation when due under this Agreement, or otherwise defaults, TEMPEST TELECOM 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) TEMPEST TELECOM 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:

1. Issuance of writ, attachment, execution, or similar court process against the Customer or its property.
2. Bankruptcy, or any application for reorganization protection from creditors, insolvency, appointment of a receiver or trustee whether voluntary or involuntary.
3. Termination of the Customer's business.
4. Change in management or ownership of the Customer.
5. If any representation prior to or during the term of this Agreement proves to be false or misleading in any material respect.
6. Any action which jeopardizes TEMPEST TELECOM's ownership or agent / partner's ownership rights or ability to take possession of the Equipment.
7. Failure to use the TEMPEST TELECOM network or to pay communications service invoices on time.

Section 6 – Communications and 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 below in "Shipping Information" and to Customer's listed fax number If to TEMPEST TELECOM 8637 E Sandalwood Dr Scottsdale, AZ 85250

Section 7 – 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 TEMPEST TELECOM as noted in the terms of the effective date and return grace period.

Section 8 - General

8.1 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.

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

8.3 Excusable Delays - If TEMPEST TELECOM' performance of any obligation hereunder is delayed due to reasons beyond TEMPEST TELECOM' 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 TEMPEST TELECOM be liable for any damages resulting from any delay in the delivery of any Equipment or any delay in the performance of any maintenance.

8.4 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. THERE ARE NO VERBAL AGREEMENTS BETWEEN THE CUSTOMER AND TEMPEST TELECOM.

8.5 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 Arizona, 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.

8.6 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 Arizona.

8.7 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.

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

8.9 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.

Section 8 Equipment Rental

Please fill out this section of the agreement below according to the equipment you need as well as the shipping you need. If you require more than 1 item please indicate and adjust cost accordingly. Shipping rates are for continental USA only, please call to get approval and a quote for shipping Internationally, Alaska, Hawaii, Puerto Rico, and Armed Forces PO.

Duration	Cost	Number of Months	Cost
<input type="checkbox"/> 1 Month	\$250		
Service Plan		Choose One	
<input type="checkbox"/> 75 Minutes	\$169		
<input type="checkbox"/> 500 Minutes	\$755		
<input type="checkbox"/> 3000 Minutes	\$3750		
<input type="checkbox"/> 5000 Minutes	\$5649		
Shipping			
Service	Cost	Number of Units	Cost
<input type="checkbox"/> First Overnight	\$90		
<input type="checkbox"/> Priority Overnight	\$70		
<input type="checkbox"/> Standard Overnight	\$60		
<input type="checkbox"/> FedEx 2 Day	\$40		
<input type="checkbox"/> FedEx Express Saver	\$35		
<input type="checkbox"/> FedEx Ground	\$20		
<input type="checkbox"/> FedEx Ground Home	\$20		
Accessories (for Purchase Shipping Included)			
Item	Cost	Number of Units	Cost
<input type="checkbox"/> Geo Plug Power Plug Adapter	\$30		
			Total

Return Shipping Not Included

Special Instructions:

Section 9 Customer Information

Customer / Company Name

Applicant's Address

City State Zip Country

Phone Number Email

Secondary Contact (Name and Phone)

Section 10 Rental Dates Request

Requested Dates: Receive by Return by

Countries Unit will be used in

Section 11 Shipping Information (If different from Customer Information)

Customer / Company Name

Address

City State Zip Country

Phone Number

Section 12 Credit Card Information

↑ Visa ↑ MasterCard ↑ American Express

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Card Number

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Expiration Date

3 or 4 Digit Security Code on Back of Card

Name on Card

I hereby agree to the terms and conditions put forth in this agreement to rent equipment and purchase service through Tempest Telecommunications. Per this agreement I agree that my credit card may be used for satisfying any costs or debts incurred in the course of rental and service usage. If for any reason my credit card can not be used for payment I agree to make alternate arrangements to satisfy any costs or debts as quickly as possible. Furthermore I have read and agree to all sections of the above agreement.

X

Signature and Date