
Electronic Times

an M&M Communications Company

Satellite Phone Rental Instructions

Dear Valued Satellite Customer:

Electronic Times is dedicated to offering you superior quality and service to make your rental a success. In order to be sure that you get your phone 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 714.375.1389 before we can process your order. We need all contact information as well as any alternate phone numbers such as a cell phone that we can reach you. All orders received will be subject to sales department verification. All orders received without contact information for such verification will not be shipped.

Thank you for your business,

The Electronic Times Satellite Communications Team.

Electronic Times

800.700.6538 – Toll Free

714.375.0388 – Phone

714.375.0388 – Fax

globalstar@electronictimes.com - Email

<http://www.electronictimes.com> - Web

Electronic Times

an M&M Communications Company

1. **ORDER DATE:** (Today's Date) _____

2. CUSTOMER BILLING INFORMATION

Name: _____

Address: _____

City, State, Zip: _____

Email: _____

Phone: _____ Mobile: _____

Fax: _____

3. SHIP-TO INFORMATION SAME AS ABOVE

Attention: _____

Address: _____

City, State, Zip: _____

Phone: _____

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

5. PAYMENT INFORMATION

Customer Payment Method:

Money Order

Personal Check

Credit Card

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 Electronic Times 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.

Electronic Times

an M&M Communications Company

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 Electronic Times for receipt on or before the date indicated below:

GLOBALSTAR PHONE - (\$1000 Credit Card Deposit)

- 1 Day @ \$35 + \$1.99 Per Minute
- 1 Week @ \$65 + \$1.99 Per Minute
- 2 Weeks @ \$130 + \$1.99 Per Minute
- 3 Weeks @ \$195 + \$1.99 Per Minute
- 1 Month @ \$250 + \$1.99 Per Minute
- Additional Days @ \$19 per day
- Activation Fee FREE (For a limited time)
- Other _____

ACCESSORIES:

- Additional Battery _____ Week(s) @ \$5 Per Week
- Data Kit _____ Week(s) @ \$25 Per Week
- Solar Panel _____ Week(s) @ \$25 Per Week

RENTAL PERIOD: from _____ to _____
(phone will arrive at least one day prior to rental period)

ESTIMATED MINUTE USE: _____

7. EQUIPMENT RETURN INSTRUCTIONS

Customer shall ship Equipment and accessories to the following address sufficiently in advance to arrive at Electronic Times 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 To:
Electronic Times
17054 Magnolia Street
Fountain Valley, CA 92708

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

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

Electronic Times

an M&M Communications Company

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 Electronic Times per the following terms:

- Cost for this insurance is \$5 per day or \$105 per month, per Equipment item, with a one week minimum.
- This insurance will cover loss, or damage to the Equipment only, and does not include the loss of accessories or service costs.
- If the phone is damaged or broken Customer will pay a \$100 deductible on the Equipment but the Equipment and all accessories must be returned to Electronic Times.
- If the Equipment is actually lost then the deductible shall be \$150. \$100 for Equipment replacement and \$50 to deactivate the lost phone and airtime.

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

9. MAINTENANCE AND REPAIR

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

Electronic Times
Attn: Repair Department
17054 Magnolia Street
Fountain Valley, CA 92708
Phone 714.375.0388
Email: globalstar@electronicetimes.com

10. FEEDBACK How did you hear about Electronic Times?

Web Search - What Website: _____

Yellow Pages Travel Agent Friend Newspaper Other: _____

Electronic Times

an M&M Communications Company

Electronic Times Satellite Communications Rental Agreement This Rental Agreement (the "Agreement") is made and entered into this ____ day of _____, 200__ ("the effective date") by and between Electronic Times, an M&M Communications Company, and the undersigned "Customer".

1. **Agreement to Rent.** Electronic Times, the Rentor, hereby agrees to rent to Customer, and Customer agrees to rent from Electronic Times, 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 Electronic Times' network connectivity with Globalstar communication services, as selected by Customer on the Order Form. Until Electronic Times 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 shown 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 Electronic Times receives the Equipment. Should Customer provide advanced notice to Electronic Times 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 Electronic Times, which shall be applied to the total amount due pursuant to the Order Form. Customer further agrees to allow Electronic Times to deduct funds from the Deposit to pay applicable airtime charges plus three percent (3%) U.S. Federal Excise Tax. The Deposit shall transfer to Electronic Times 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. Electronic Times 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 Electronic Times storage location. Customer agrees to reimburse Electronic Times for any shipping costs incurred for delivery of the Equipment to the Customer. Customer agrees to pay for shipping costs for returning Equipment to Electronic Times' designated storage location. f. **Taxes, etc.** Customer agrees to pay directly or reimburse Electronic Times 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 Electronic Times, as well as any costs advanced by Electronic Times 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 Electronic Times and may only be made effected by revised Order Form. i. **Invoices.** Electronic Times, at its sole discretion, may issue an invoice to Customer requesting payment. Invoice payment terms are Net 10 Days after receipt of Electronic Times' 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. Electronic Times 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 Electronic Times. 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 Electronic Times of any change to the Equipment's Site Location. Electronic Times 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. Electronic Times 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 Electronic Times or its designated agent for maintenance and pay all shipping costs, including any loss or damage during transportation. Electronic Times 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 Electronic Times 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 Electronic Times in sufficient detail to enable Electronic Times 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 Electronic Times 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 Electronic Times.

6. **Ownership.** Customer acknowledges that Electronic Times is and shall remain the owner of the Equipment until title is conveyed to the Customer by separate written agreement. Customer agrees to protect Electronic Times' 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 Electronic Times as owner of the Equipment.

7. **Security Interest.** Customer shall sign and deliver to Electronic Times all documents and forms which are reasonably necessary or desirable to protect Electronic Times' ownership and interest in the Equipment, including finance statements under the Uniform Commercial Code.

Electronic Times

an M&M Communications Company

8. **Proprietary Rights.** In all cases Customer agrees to protect any copyright, trademark, trade secret or patent of Electronic Times, 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 Electronic Times to be named as an additional insured under such policy. The Customer will furnish Electronic Times a certificate or other satisfactory evidence of the existence of such insurance when requested by Electronic Times. b. Customer may at his/her discretion purchase Optional Rental Insurance from Electronic Times 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 Electronic Times and elect one of the following options: a. Pay Electronic Times 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 Electronic Times to repair or replace the damaged or lost equipment, and pay Electronic Times 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 Electronic Times is unable to repair or replace the equipment then option (a) above shall apply. In any case the amount to be paid to Electronic Times shall be reduced by any applicable insurance proceeds paid to Electronic Times.

11. **Warranty.** Electronic Times 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 Electronic Times does not warrant or represent that Equipment will operate properly in such situations. ELECTRONIC TIMES MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, AS TO ANY MATTERS WHATSOEVER. ELECTRONIC TIMES DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

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

13. **Indemnity.** Customer agrees to defend, indemnify and hold harmless Electronic Times 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, Electronic Times 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) Electronic Times 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 Electronic Times' ownership or agent/partner's ownership rights or ability to take possession of the Equipment, (vii) Failure by Customer to use Electronic Times 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 rights and obligations created hereunder, and any Equipment covered by this Agreement, are not be assignable by Customer without the prior written consent of Electronic Times.

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 Electronic Times: the address given in the Order Form and to Electronic Times' 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 Electronic Times' 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 Electronic Times 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 California, 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 form(s), attachment(s), list(s) or schedule(s), in total comprise the entire agreement between the parties & supersedes all prior & contemporaneous agreements & representations made with respect to the same subject matter.

21. **Disputes/Choice of Law.** The laws of the State of California 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 Orange County, California, 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. IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above.

Sign _____

Date _____