



Inmarsat BGAN Rental Agreement

To lock in your rental please return to:

Email: admin@ocensinc.com

Questions?

Phone: 206.878.8270

www.ocens.com

Dealer: _____ Reference #: _____

Rental Start Date _____ (Date you need the phone to arrive)

Rental End Date _____
(Phone must be at OCENS within 3 days of End Date. Additional days billed at daily rate for phone and accessories. Call or email for rental extension authorization).

Intended country of use: _____

Customer Information:

First _____ Middle _____ Last _____

Business Name (if Applicable) _____

Physical Street Address _____ City _____

State/Province _____ Zip/Postal _____ Country _____

Phone _____ Alt Phone _____

Email _____

Credit Card Billing Address (the address to which the credit card statement is sent)

Address _____ City _____

State/Province _____ Zip/Postal _____ Country _____

Type of card (check one): Visa MasterCard American Express

Card Number _____ Exp Date _____ CCV _____

Name on card _____

I, _____, hereby authorize OCENS, Inc. via this Authorization form to charge
(Printed Name of card holder) my credit card for payment of airtime and (or) service charges for my mobile satellite equipment as outlined in the following Agreement. I understand and agree that a facsimile copy of this agreement shall be valid and binding for all purposes.

Card Holder Signature _____ Date _____

Shipping Information *Check if address is residential*

First _____ Middle _____ Last _____

Business Name (if Applicable) _____

Physical Street Address _____ City _____

State/Province _____ Zip/Postal _____ Country _____

Phone _____

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Choose Your Plan

Explorer 510



7.8" long x 7.8" wide x 1.6" thick, 3.1 lbs

Up to 464 kbps background IP, 32, 64, and 128 kbps streaming class IP.

Voice and SMS connectivity via built-in SIP server using App on smartphones

Data via Wi-Fi: Smartphone and tablet compatible

Rental package includes: Explorer 510, Battery, Pelican Case, AC Power cable Ethernet Cable.

1 Month (\$399)

2 Weeks (\$199)

1 Week (\$109)

REPLACEMENT VALUES

Explorer 510: \$2395



International calling rates apply to voice calls to an Iridium phone. Depending on your cellular or PSTN carrier, these rates can be \$5 to \$10 per minute. VOCO dramatically lowers the cost of these calls and allows you to affordably call any Iridium phone via a local number. Calls to this VOCO local number are automatically routed to your Iridium phone wherever it is in the world, then billed against your Iridium service at a fixed per minute basis rather than the extreme rates long distance carriers will charge persons attempting to speak with you.

Yes, please add VOCO calling to my Iridium rental plan for \$20 per month plus calls.
I would like to request a number with the following area code: _____

www.ocens.com/voco

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Data Rates

Background IP (must select one)	\$/MB
Pay-As-You-Use	\$7.99
20 mb prepaid bundle	\$139.80 (\$6.99/mb)
40 mb prepaid bundle	\$270 (\$6.75/mb)
100 mb prepaid bundle	\$650 (\$6.50/mb)
Streaming IP (dedicated bandwidth)	\$/minute
32 kbps	\$3.99
64 kbps	\$6.29
128 kbps	\$10.99
256 kbps	\$18.99
HDR Half Channel/64kbps	\$18.99
HDR Half Channel/Half Channel	\$24.99
HDR Full Channel/64kbps	\$29.99
HDR Full Channel/Full Channel	\$34.99
BGAN XStream	\$25.99
Static IP Address	\$50/month

Voice Rates

	\$/min
Voice to PSTN and cell	\$1.99
Voice to voicemail and BGAN	\$0.99
Voice to Fleet and Swift Broadband	\$1.99
Voice to other satellite	\$5.99
ISDN	\$5.99
SMS per 160 characters	\$0.49
Receiving voice calls or SMS messages	FREE

****WARNING****

This terminal is capable of making high speed (broadband) Internet connections that can result in significant bills for satellite airtime if usage is not monitored and controlled. Use caution when connecting this terminal to a computer network that may request or search for Internet access (e.g. Microsoft Update). This could result in the network utilizing the terminal to access the Internet. If you have ANY questions about connecting your terminal to a network, contact a computer network specialist.

Customers Initials: () I have read & understand this warning. I understand the potential for significant airtime use and expenses through this terminal.

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RENTAL TERMS & CONDITIONS

SECTION 1 – AGREEMENT TO RENT

OCENS agrees to rent to Customer, and Customer agrees to rent from OCENS, the mobile satellite equipment (hereafter designated —Equipment) described above for the term of the Rental Period, except as otherwise provided herein. The Customer agrees to use the rental equipment with OCENS's Inmarsat services.

It is Client's responsibility to understand how to use the Equipment and its accessories and to verify that it is operable. Client agrees to pay all rental and shipping charges regardless of Inmarsat coverage or equipment performance in the area of attempted use.

SECTION 2 – TERM

The term of this Agreement begins on the Receive On Date, as shown above, and except as otherwise provided herein, will continue until the equipment is returned to OCENS as noted in the terms of the effective date and return grace period.

SECTION 3 – PAYMENTS & CHARGES

3.1 Rental Charges - Customer agrees to pay rental charges and any other applicable fees IN ADVANCE prior to shipment to designated shipping address. A security deposit reserve will be required as security for the return of the equipment in good condition. This deposit is not a charge and Customer agrees to provide such deposit by signing this agreement. The customer will pay an additional daily rental fee of \$15 per day if Equipment is returned beyond the end of the rental period Return On date. Customer's credit card will also be charged the applicable airtime charges plus surcharges & fees that may apply. At customer request, OCENS will present customer with an itemized call detail record for all calls made by the rental phone usually within 30 to 90 days after the end of the rental.

3.2 Security Deposit/Reserve – A charge for a security deposit/reserve may be placed against the Customer's credit card, as stated above, on or before the Receive On date. This deposit may be retained by OCENS and will be applied against Customer's account for payment of rent, airtime or damages to or loss of the Equipment, or any other payment owed to OCENS by Customer. Currently OCENS charges \$500.00 for the Wideye Sabre and \$750.00 for the Explorer 510 as a security reserve. Once your account has been finalized and charges paid, any remaining deposit will be credited back to same credit card.

3.3 Airtime Reserve – OCENS shall monitor airtime usage by Customer with this equipment during the term of the rental. Should airtime usage by Customer exceed US\$5,000 in any seven day period, customer grants to OCENS the authority to charge such usage to customer's credit card immediately and, further, to place an additional US\$5000 in reserve, via credit card payment, against future usage. Once your account has been finalized and charges paid, any amount remaining in the airtime reserve will be credited back to same credit card.

3.4 Test and/or Repair Charge – If returned equipment appears broken due to Customer misuse, a test and repair charge of up to \$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 or any accessory cannot be repaired, the customer will be notified and held responsible for the replacement cost of the terminal specified in this agreement.

3.5 Other Costs – In addition to the applicable equipment rental charge and airtime, the Customer also agrees to pay for any additional equipment selected above. Any and all shipping costs to transport Equipment between the Customer and OCENS or its designated storage location(s) are the responsibility of the Customer.

3.6 Data transmission use & Dropped Calls - Due to the technical nature of data setups and the inherent sophistication of voice and data transmission through a variety of operating systems, OCENS makes no representation as to the success of voice or data calls through the system. Customer agrees that all voice or data call attempts, regardless of ultimate successful transmission and termination, will be paid for. No credit will be given in the event of disputes of this nature. Along with potential incorrect use such as attempted use next to a building or other obstruction, the Inmarsat system has inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited.

3.7 Taxes, etc. – Customer will 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 4 – EQUIPMENT USE, SITE & 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. The Customer will exercise due care with and will permit only qualified personnel to use and operate the Equipment. 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 OCENS advised of the changes to the specified Equipment's site or usage location. The Customer will permit OCENS or its Agent to inspect the Equipment during the term of this agreement with any reasonable notification – if said agent determines that equipment has been returned in poor or damaged condition, a \$130 charge not including equipment repair may be charged. The customer also permits OCENS to charge immediately for any damages to equipment, the charges will include the cost of repair or replacement equipment.

SECTION 5 – WARRANTY

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

Please Initial This Page

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SECTION 6 – OWNERSHIP & SECURITY INTEREST

6.1 Ownership - Customer acknowledges that OCENS 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 OCENS'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 OCENS as owner of the Equipment.

6.2 Security Interest - Customer will execute and deliver to OCENS documents and forms which are reasonably necessary or desirable to protect OCENS's ownership and interest in the Equipment, including, if requested financial statements as specified under the Uniform Commercial Code.

SECTION 7– RISK OF LOSS

Customer will bear responsibility for all malfunctions, failures, damage to or loss of equipment, except in the case of manufacturing defects and normal wear and tear covered under Section 9. In the event of any such damage or loss, Customer will promptly give OCENS notice thereof. Customer will then select one of the following options:

- (I) Pay to OCENS an amount equal to the Replacement Value for lost equipment or a fraction thereof for damaged 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 OCENS repair or replace the damaged or lost equipment, and pay to OCENS 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 OCENS is unable to repair or replace the equipment then option (i) shall apply.

SECTION 8 - MAINTENANCE

Normal Maintenance - OCENS 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 OCENS or its agent for maintenance and Customer will pay all costs for shipment to OCENS or its agent and shall be liable for any loss or damage during transportation. OCENS or its agent will return the Equipment to the Customer and shall be liable for any loss or damage during transportation. When available, and as 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 OCENS or its authorized agents in accordance with the standard rates in effect. Such maintenance will be provided without charge to Customer for malfunctions and failures due to manufacturing defects and normal wear and tear. Maintenance required for other malfunctions and failure or damage caused by improper power source, abuse, accident, improper operation, abnormal conditions of operation, or other Customer misuse is covered under Section 7. 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. 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 OCENS in sufficient detail to enable OCENS or its agent to commence necessary repairs, and ending on serviceable condition. In no event will OCENS 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's housing, alter or repair or permit the alteration or repair of the Equipment, or make any attachments thereto, without the prior written approval of OCENS, Inc.

SECTION 9 – LIMITATION OF LIABILITY & INDEMNITY

9.1 Limitation of Liability - In no event will OCENS be liable to the Customer for any incidental, indirect or consequential damages, regardless of cause.

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

SECTION 10 – DEFAULT

If Customer fails to perform any obligation specified under this Agreement or otherwise defaults, OCENS 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) OCENS has the right, at its discretion, 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 any obligations as 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. Any false or misleading representation prior to or during the term of this Agreement
5. Failure to use the OCENS network or to pay communications service invoices on time.
6. Change in management or ownership of the Customer.
7. Any action which jeopardizes OCENS's ownership or agent / partner's ownership rights or ability to take possession of the Equipment.

SECTION 11 – ASSIGNMENT

This agreement and the rights and obligations created hereunder shall not be reassigned by the Customer without the prior written consent of OCENS Inc.

SECTION 12 – 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 by 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 Customer, to:

Address given in Page 1 and to Customer's fax number

If to OCENS

22608 Marine View Drive, Suite 300, Des Moines, WA 98198 USA

Please Initial This Page

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SECTION 13 – GENERAL

13.1 Export Regulations - The Customer will not engage in exporting, diverting or re-exporting Equipment in a way inconsistent with U. S. export laws.

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

13.3 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.

13.4 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 Florida or of the United States, unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such unenforceable provision had not been contained herein.

13.5 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 Washington.

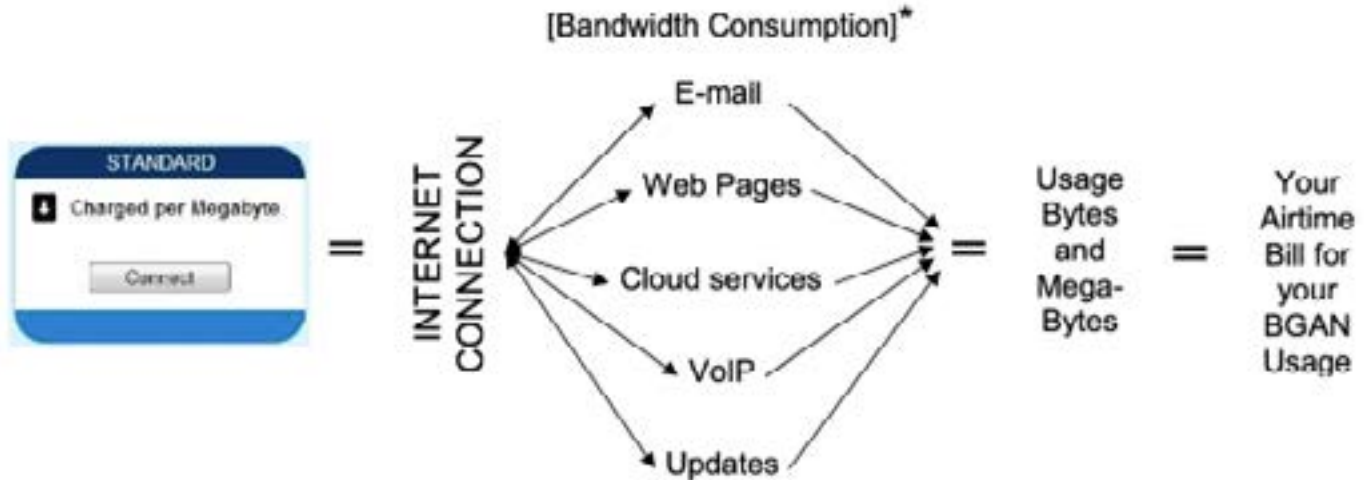
13.6 Headings - The headings and titles to the section and paragraphs of this Agreement are inserted for convenience only and will not be deemed a part hereof or affecting the construction or interpretation of any provisions hereof.

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

13.8 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.

To enhance your experience with your BGAN, turn off or uninstall from your computer bandwidth hungry applications and programs, cloud-based services (eg iCloud, DropBox, Google Drive and others), software and operating system updates, VOIP clients (eg Skype and others), mobile device apps, malware and/or adware. All of these applications will run in the background and make use of the Internet Connection established with your BGAN (see diagram below). In doing so, they will consume bandwidth at unpredictable levels and INCREASE YOUR BILL for your BGAN usage. Remember, sending or receiving email requires an Internet Connection.

***** You MUST click Disconnect on your BGAN terminal or Power Off your BGAN to ***
TERMINATE your Internet Connection**



*These are common examples of applications that consume bandwidth and data usage but should in no way be considered the only such applications.

Official Authorization ** (You must sign this portion for the Rental Agreement to be valid)**

In my individual capacity, or on behalf of the entity I represent, I hereby certify that I have read and agree to the OCENS, Inc. Inmarsat BGAN Rental Terms & Agreements and further testify that the information provided to OCENS in this rental agreement and credit application is correct. I hereby authorize the bank and the references listed in this credit application to release information to OCENS to evaluate credit worthiness. Further, I hereby authorize the use of my credit card referenced on page 1 or a card otherwise or later provided to OCENS for the purposes associated with this rental agreement. I understand and agree that a facsimile copy of this agreement shall be valid and binding for all purposes.

Authorized Account Holder (Please Print)

Authorized Signature

Date

Your signature indicates that you have been advised of the airtime risks associated with the use of the BGAN terminal and assume all responsibilities for the airtime costs incurred during the period of your use.