

Starlink Mini Rental Agreement

Please complete the following rental service agreement and email to admin@ocensinc.com to book your Starlink rental.



SATELLITE SYSTEMS AND SERVICE
WEATHER, EMAIL,
VOICE & DATA SOLUTIONS

Starlink Mini Rental Agreement

To lock in your rental please return to:

Email: admin@ocensinc.com

Questions?

Phone: 206.878.8270

<https://www.ocens.com>

Unit Serial#:

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 \$25 per day plus usage. Call or email for rental extension authorization).

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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Please select the duration / data package you will need:

| Rental Duration | |
|-----------------|---------------------------------|
| # of weeks ____ | \$75 per week / \$4 per GB |
| # of weeks ____ | \$250 per week / Unlimited Data |

Starlink Mini Service: Continental USA including inland water ways and coastal areas up to 12nm offshore. Stated speeds and uninterrupted use of Services are not guaranteed. Actual speeds may be lower during times of high usage. Starlink may temporarily reduce speeds if the network is congested.

Starlink's Fair Use Policy

REASONABLE NETWORK MANAGEMENT

To serve the greatest number of people with high speed internet, we must manage the network to balance Starlink supply with user demand, which is impacted by such factors as service location and usage time.

Traffic Neutrality. We treat internet traffic equally, without discrimination based on content, sender, application or service. Network management practices are deployed based on technical requirements for specific categories of traffic. These practices are applied in an "application-agnostic" manner, meaning that the treatment of traffic is independent of the content data.

Network Integrity. We reserve the right to take additional network management measures as necessary to (1) comply with applicable laws, (2) preserve the integrity and security of the network, including but not limited to, analyzing traffic patterns to optimize Services and prevent the distribution of viruses or other malicious code, and (3) prevent or mitigate network congestion on the Services, including reducing speeds for some or all users.

| Rental includes the following | |
|---|------------------|
| | Replacement cost |
| Starlink Mini with Integrated WiFi w/ Kickstand and Ethernet Plug | \$499 |
| A/C Power Supply (USA) | \$70 |
| Power Cable 15m | \$70 |
| 12vdc power cable | \$30 |
| Case | \$100 |

Equipment value: \$769

Add Insurance:

Protect yourself against damage rental. Renter is liable for all airtime charges until equipment is reported lost or stolen.

| | |
|---|---|
| <input type="checkbox"/> | Yes, add Damage Insurance to the term of my rental. (\$25 per week). |
| <input type="checkbox"/> | No, Damage Insurance is declined. |
| Theft/Loss Insurance (Police report must be filed and provided to OCENS for acceptance of theft claims. Theft protection is only available on rentals staying in the US and Canada. | |
| <input type="checkbox"/> | Yes, add Theft/Loss Insurance to the term of my rental. (\$35 per week) |
| <input type="checkbox"/> | No, Theft/Loss Insurance is declined |

OCENS, Inc. Starlink Satellite Rental Terms & Agreements

It is Client's responsibility to understand how to use the terminal and its accessories and to verify that it is operable. Should Client not return the equipment to OCENS within 2 days of receiving the equipment, the phone and its accessories shall be deemed operable, and Client agrees to be responsible for all charges set forth in the rental agreement. Client agrees to pay all rental and shipping charges regardless of Starlink coverage or equipment performance in the area of attempted use.

To return by or within 3 days of the "End Date" shown above, all materials described above via registered common carrier, insured for the amount shown in "Equipment Value" section below to:

OCENS, Inc.
600 Kitsap Street
Suite 104
Port Orcahrd WA 98366

To return equipment in the same condition as received, less reasonable wear and tear and agree to pay the "Equipment Value" amount if the materials

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are not so returned. OCENS can put a hold on Client's credit card to cover the retail value of the equipment and make an immediate charge for the rental period reserved herein. On termination of the rental agreement, or periodically during the rental period, all amounts including rental, shipping, and airtime charges can be charged to the named account(s). 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. Client shall pay all costs including, without limitation, court costs, attorney fees, the fees of any collection agency and any other costs incurred by OCENS in exercising or defending any term of, or right under, this Agreement. Client agrees that this contract shall be governed by the laws of the State of Washington, without regard to its conflicts or choice of laws, and that sole venue shall be in Seattle, King County, WA, USA.

To recognize that others are waiting to use the rented equipment and late returns will result in additional rental charges to you and inconvenience to other OCENS' customers. Rental units not returned to OCENS within the 3 day end of rental grace period shall be charged a late fee of \$25/day per additional day beyond the 3 day grace period.

It is understood and agreed upon by and between OCENS and you, our customer, that rental equipment sent to you under this agreement shall be the responsibility of the customer him/herself, unless otherwise agreed upon and authorized by OCENS.

Per gigabyte airtime charges are rounded up to the whole gigabyte. Please note that if your rental period includes time covered in at least two separate billing periods, you may see at least two separate airtime usage billings from OCENS. Airtime used will be billed to the credit card number you have provided. Airtime usage detail is provided by OCENS upon request.

Portions of the equipment, including all documentation, manuals and packaging are copyrighted and contain proprietary information of Starlink. These materials may not be copied, photocopied, reproduced, translated or reduced to any electronic medium or machine readable form or otherwise duplicated or altered; in whole or in part, without the prior written consent of OCENS and Starlink.

OCENS makes no warranties with respect to the Starlink device or other equipment used by you in connection with the Starlink service and expressly disclaims any and all expressed and implied warranties with respect thereto, including without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. You accept the services on an "as is", "where is" basis. You acknowledge that Starlink does not warrant the availability, reliability, or any other aspect of the Starlink service. You hereby waive all warranties and conditions, express, implied or statutory, including any warranty of merchantable quality, fitness for a particular purpose, or availability or reliability, negligence, tort, statute, equity, contract, common law, or any other cause of action or legal or equitable theory. Under no circumstances will OCENS be liable for any 1) interruptions or defects in the Starlink service which affect you, or 2) indirect, aggravated, exemplary, punitive, special, incidental, or consequential damages (including damages for lost profits, lost revenues, lost information, business interruption, failure to realize anticipated savings or any other commercial or economic loss), or third party claims, expenses, costs, liability, loss or damage whatsoever, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory, even if OCENS has been advised of the possibility of such damages. You agree, acknowledge and confirm that the limitations of liability set out in this Agreement are fair and reasonable in the commercial circumstances of this Agreement and that OCENS would not have entered into this Agreement but for your agreement to limit OCENS' liability in the manner, and to the extent provided herein.

Broadband service call-out:

1. Satellite broadband terminals are NOT recognized as maritime distress devices, and customer understands that they should not be used for "SAFETY AT SEA" purposes.
3. To enhance your experience, use it with bandwidth conservation apps and services from OCENS and/or 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 could make use of the Internet Connection. In doing so, they will consume bandwidth at unpredictable levels.

Data Transmission Use: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of satellites, systems and networks, OCENS makes no representation as to the success of voice and data calls through the system. Customer agrees that all data connection attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of disputes of this nature. Along with potential incorrect use (i.e., next to a building/obstruction), satellite systems have inherent flaws and anomalies that can create dropped data sessions. OCENS can provide data setup technical support beyond the normal provided setup instructions at an additional charge. Please consult with OCENS sales representative for further details.

Governing Law: This contract is governed by the laws of Washington State and applicable tariffs;

CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT HAVING PROPER JURISDICTION WITHIN THE STATE OF WASHINGTON. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.

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. Starlink 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