



ISAT PRO SATELLITE PHONE RENTAL AGREEMENT

Please read terms overleaf, fill in details below as required and fax back to
Neltech Communications, fax 64 3 547 7339

SECTION A: CUSTOMER INFORMATION (Must be completed by customer)

Date: _____ Organisation Name: _____

Contact Name: _____ Tel: _____ Fax: _____

Mobile: _____ Email: _____

Address: _____

_____ Country _____ Post Code _____

Billing Address (if different than above) _____

_____ Country _____ Post Code _____

Date required* (D/M/Y) _____ to _____ The hire start date applies from the date of dispatch from our premises until date of return to our premises.

BILLING OPTIONS: Charge credit card Account holder

CREDIT CARD DETAILS:

Name as shown on card: _____ Card type: Visa Mastercard

Number: _____ Expiry Date: _____ 3 Digit Security Number: _____

Cardholder Signature: _____ Date: _____

ISAAT (for office use only)

SIM Serial No. _____ Phone No. _____ Pin _____

Hardware (phone make/model): _____

Please see quick reference guide letter for instructions on use.

SECTION B: RENTAL DETAILS *(for office use only)*

From (D/M/Y) _____ to _____ Additional services _____

AGREED RATES:

Rental per terminal \$ _____ + GST. Deposit taken \$ _____ Sales order number _____

Insurance: Neltech Communications does not offer insurance. Please refer to Clause 3.3 overleaf.

Credit Card has been charged for rental of hardware Originating Staff Member: _____

SECTION C: ITEMS INCLUDED IN THE RENTAL *(To be checked out, and in)*

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> ISAAPRO Phone and battery | <input type="checkbox"/> AC Travel Charger w/intl plug kit | <input type="checkbox"/> Antenna Adaptor | <input type="checkbox"/> Antenna, Portable Auxiliary |
| <input type="checkbox"/> DC Auto Accessory Adaptor | <input type="checkbox"/> Leather Holster | <input type="checkbox"/> Lanyard Wrist Strap | <input type="checkbox"/> Soft Carry Bag |
| <input type="checkbox"/> User Guide | <input type="checkbox"/> Spare Battery | <input type="checkbox"/> SIM card | |

SECTION D: CUSTOMER SERVICE ACCEPTANCE *(Must be completed by customer)*

I recognise that the provision of services I have requested shall be provided by Neltech Communications pursuant to Neltech Communications Customer Terms and Conditions as attached, and I agree to abide with and be bound by those terms and conditions. I authorise the debit of rental and freight charges against the above credit card prior to dispatch of the phone. I authorise any further rental charges and any airtime charges incurred to be debited against the above credit card.

Customer Signature: _____ Date: _____

Accepted for Neltech Communications: _____ Date: _____

For help with your ISATPRO phone in NZ, you can contact:
Neltech Communications on 03 547 7307 during office hours or by email to gary@neltech.co.nz

Voice Service

It is important that the user understands that calling from a mobile phone, or a land line phone to the ISAT-PRO phone is very expensive. It is the customer's responsibility to control all incoming calls made to the ISATPRO phone. The prepaid costs included in this agreement cover only outgoing calls made from the ISATPRO phone, any calls made to the ISATPRO phone are paid for by the call originator.

Neltech Communications - ISATPRO CUSTOMER TERMS

Signing Customer Service Acceptance on page 2 means you agree to the following additional terms:

1. Services

- 1.1 Advance Trident Ltd will provide the Services and you the customer must pay the current monthly access fees, call and message charges and all associated fees and charges ("Fees") to Advance Trident Ltd (hereinafter known as Neltech Communications) in accordance with Neltech Communications's payment terms. The Fees as amended by Neltech Communications from time to time are deemed incorporated in this Agreement. Full details of the Fees are available from Neltech Communications on request. Neltech Communications's payment terms are 7 days from invoice date, as shown by the due date on your invoice.
- 1.1 (a) Should payment not be received within the specified period, Neltech Communications reserves the right to debit your credit card for the full amount outstanding as per your credit card details provided on the 'Application for Credit' provided that Neltech Communications will make reasonable attempts to notify you beforehand.
- 1.2 Neltech Communications will use its reasonable endeavours to provide the Services to you as specified in the application and as otherwise requested by you from time to time, subject to the following:
 - (a) the means of provision of the Services will be as Neltech Communications from time to time in its absolute discretion considers appropriate;
 - (b) the supply of the Services is conditional on your meeting any Neltech Communications credit policy applicable to the Services; and
 - (c) the Services may be provided only within those areas where coverage is available as publicised by Neltech Communications from time to time.
 - (d) Provision of the Services is conditional upon availability of the Iridium service to Neltech Communications, from Iridium Satellite LLC via their global suppliers.
- 1.3 It is technically impractical to provide the Services free of fault or error. You acknowledge that the Services have technical and coverage limitations, including (without limitation), reception problems, possible faults in transmission network, human errors including errors of any carrier and third parties and the physical location of Equipment in relation to the transmission network.
- 1.4 Neltech Communications may, without liability to you, suspend the Services immediately for repairs, for maintenance of any part of a network, or where Neltech Communications is obliged to comply with the requirements of any relevant authority.
- 1.5 You acknowledge that you do not own any pager or telephone number issued by Neltech Communications and that Neltech Communications may need to alter any such number without any liability to you for the alteration.
- 1.6 Title to any SIM (subscriber identity module) issued to you is retained by Neltech Communications at all times.
- 1.7 Neltech Communications may upgrade your monthly service fee or security deposit if your usage increases above the agreed monthly allowance. This change will be notified to you in writing prior to the increase coming into effect.

2. If you rent Equipment from Neltech Communications

- 2.1 You agree to rent the Equipment and pay the Rental Fees in accordance with Neltech Communications's payment terms.
- 2.2 Title to the Equipment is retained by Neltech Communications at all times. Risk with the equipment, passes to you on delivery unless otherwise agreed.
- 2.3 Neltech Communications does not offer insurance. You accept that you are liable to Neltech Communications for any loss or theft of or damage to the equipment. In the event of damage to the equipment, Neltech Communications will invoice you the cost of repair. In the event of loss or theft, Neltech Communications will invoice you the replacement cost and any expenses incurred in recovering this.
- 2.4 You:
 - (a) Must permit Neltech Communications to inspect the Equipment at all reasonable times;
 - (b) Are responsible at all times for the safe custody and use of the equipment and are liable to Neltech Communications for any loss or damage to the equipment, which must be notified to Neltech Communications immediately. If the equipment is lost or destroyed or becomes non-functional, you must pay Neltech Communications the cost of replacing it if not insured, and
 - (c) Must not sell, sub-let, mortgage, pledge, or grant any security interest or dispose or part with possession of or encumber the equipment.
- 2.5 On termination or expiry of this Agreement for any reason, you must immediately cease using the equipment and return it in good condition to Neltech Communications. Failing this, Neltech Communications may enter your premises during business hours for the purpose of removing the equipment, or charge you the value of the equipment.

3. Contract Term and Termination

- 3.1 Except for rentals, the initial term of this Agreement is one year from commencement of the Services. After that time, this Agreement will automatically be extended for additional terms of one year unless terminated by you giving Neltech Communications one month's notice in writing. You must pay Neltech Communications the fees incurred by you in respect of the period up to the expiry of the one month notice period (including any such Fees that are charged by Neltech Communications after the expiry of the one month notice period).
- 3.2 Neltech Communications may terminate this Agreement with immediate effect by giving notice to you at any time if, in Neltech Communications's reasonably held opinion:
 - (a) You fail to make any payment or breach any other term of this Agreement;
 - (b) You breach any licence, permit, authorisation or law of any jurisdiction relating to the use of Equipment or Services;
 - (c) Neltech Communications's right or any carrier's right to provide the Services ceases for any reason;
 - (d) Your use of the Equipment or the Services is unlawful, improper or otherwise objectionable;
 - (e) You fail to pass Neltech Communications's credit checks or become an unacceptable credit risk; or
 - (f) Your conduct is likely to adversely affect any communications network.

4. Interference with Services

- 4.1 You must not, either by actor omission, interfere with or threaten the operation, stability, viability or integrity, or do anything likely to interfere with or threaten the operation, stability, viability or integrity of the Neltech Communications network.
- 4.2 You must comply with any written notice which Neltech Communications may give in relation to modifications required to any apparatus, or action necessary to be taken, to eliminate any actual or likely interference or threat to the operation, stability, viability or integrity of the Neltech Communications network or the Services.
- 4.3 Neltech Communications reserves the right to suspend provision of the Services to you or to terminate this Agreement if your operation of the Equipment or use of the Services (whether by high usage levels or otherwise) in Neltech Communications opinion threatens the operation, stability, viability or integrity of the Neltech Communications network or causes an unreasonable delay in that network.

5. Use of Equipment and Services

- 5.1 You must not use, or permit another person to use the Services or the Equipment provided by Neltech Communications in respect of:
 - (a) the breach of the laws of any jurisdiction;
 - (b) the transmission of any obscene, mischievous or blasphemous message where such transmission in the opinion of Neltech Communications infringes the provisions of any law of any jurisdiction; or
 - (c) The conduct of a business or other operation that is illegal or perceived as unethical or may compromise Neltech Communications or its staff, in any other way.

6. General Provisions

- 6.1 Neltech Communications is not liable to you in any circumstances for:
 - a) any economic loss or damage including, any loss of revenue, profits, actual or potential business opportunities, contracts or anticipated savings or profits; or
 - (b) any indirect or consequential loss or damage; or
 - (c) any loss or damage relating to the acts or omissions of any carrier or other third party, and all other matters beyond Neltech Communications control.
- 6.2 To the extent permitted by law, Neltech Communications excludes all liability for breach of any express or implied term or warranty and also excludes all liability for negligence in connection with the performance of Neltech Communications obligations under this Agreement.
- 6.3 Where liability for any term implied by law cannot be excluded, and to the extent permitted by law, Neltech Communications's liability for any breach of such an implied term is limited to (at Neltech Communications election):
 - (a) in the case of services, the cost of having the services supplied again; and
 - (b) in the case of goods, the lowest of the cost of replacing the goods, acquiring equivalent goods or having the goods repaired.
- 6.4 You authorise Neltech Communications to obtain from or give to any carrier, any other supplier of telecommunications services or any collection agency any customer information about you in circumstances where there are grounds to suspect that you are seeking to avoid making any payment under this or any other agreement for telecommunications services.
- 6.5 You authorise Neltech Communications to:
 - (a) exchange information with the owner of any Equipment purchased or used by you in connection with the Services and authorise that owner to use the information in the ordinary course of business; and
 - (b) obtain from or give to any credit providers or credit reporting agency information about your credit arrangements, such as information about your credit worthiness and history.
- 6.6 You authorise Neltech Communications to provide additional Equipment and Services and vary the Services and Fees if Neltech Communications is requested to do so by any person quoting your PIN number or password. Neltech Communications will confirm this on your next invoice (if any). Any additional Equipment and Services and any variations are provided subject to this Agreement.
- 6.7 All other variations to this Agreement must be in writing signed by both parties.
- 6.8 Where you comprise more than one person, this Agreement binds each of those persons jointly and severally.
- 6.9 This Agreement constitutes the entire agreement between Neltech Communications and you in relation to its subject matter. All previous negotiations and representations are excluded.
- 6.10 Neltech Communications may at any time assign or deal with the whole or any part of this Agreement. You must not assign or deal with its rights or obligations under this Agreement without Neltech Communications's prior written consent
- 6.11 Terms used in this document have a corresponding meaning to those in the application. "You" means the Customer specified in the application form. "Your" has a corresponding meaning.