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BERMUDA RACE RENTALS

ALL FIELDS ARE REQUIRED

AGENT: Tim Hasson/Tech Yacht

This document concerns rental of the following materials:

Iridium Rental Package:	1-Iridium Satellite Phone, Wall charger, user guide <input type="checkbox"/> 40 day Rental (\$199 for rentals reserved by April 30, 2010, \$299 if reserved after) Rentals will be shipped direct to customer June 1, 2010 unless otherwise specified.		
Optional Equipment: (per month rentals only)	<input type="checkbox"/> Data Adapter & USB Adapter (\$55.00) <input type="checkbox"/> 12v Charger (\$20.00) <input type="checkbox"/> Additional Battery (\$25.00) <input type="checkbox"/> Pelican case (\$20.00) <input type="checkbox"/> Fixed External Antenna & Adapter (cable and mount not included)(\$125)	Fixed Antenna Cable Purchase Options: (Cables are purchased and non refundable) <input type="checkbox"/> 5m LMR240: \$55 <input type="checkbox"/> 10m LMR240: \$85 <input type="checkbox"/> 15m LMR400: \$135 <input type="checkbox"/> 20m LMR400: \$185	
Equipment Value:	Motorola 9500/9505/9505a/9555: \$1679; 12v Charger: \$70; Data Adapter: \$100; Battery: \$120; USB-Serial Adapter/Cable: \$79; Pelican \$74		
Activation Fee:	\$44.95	Per Minute Rates:	\$1.85 per minute to public switched telephone numbers and/or on inbound calls made to the Iridium phone using the Two-Stage Dialing Service; \$0.99 per minute for Iridium-to-Iridium calls and outgoing text messages; \$9.99 per minute for Iridium-to-Other Satellite calls.
Rental Period	From: June 1, 2010 To: July 10, 2010	Return by Date:	<u>Within 5 days of end of rental period</u>

Please provide Applicable Payment & Credit Information:

Card #1 Card Type:	<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard		
Card 1 Number:			
Name on Card:			
Card 1 Expire Date:			
Billing Address:	City:	State:	Zip:
Phone Number:			
Email Address:			
Card #2 Card Type:	<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard		
Card 2 Number:			
Name on Card:			
Card 2 Expire Date:			
Billing Address: (if different than card 1)	City:	State:	Zip:
Phone IMEI #:	OCENS Use Only		
Phone Model #:	OCENS Use Only		
SIM Card #:	OCENS Use Only		

Please provide the following Shipping Information:

Deliver By Date:			
Ship to Address:			
	City:	State:	Zip:

By signing and returning this document to authorized OCENS' personnel, you agree to the following items:

- 1. It is Client's responsibility to understand how to use the phone and to verify that it is operable.** Should Client not return the phone to OCENS at the above listed address within 2 days of receiving the phone, the phone 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 Iridium coverage or equipment performance in the area of attempted use.
- 2. To return by or on the "Due Date" shown above, all materials described above via registered common carrier, insured for the amount shown in "Equipment Value" section to: OCENS, Inc., 19655 - 1st Ave. S., Ste. 203, Seattle, WA 98148**
- 3. 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 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 below. 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.
- 4. 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.** Additional days are billed at a rate of \$7.95 per day.
- 5. 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.**
- 6. Per minute airtime charges are rounded up to the whole minute and billed in accordance with the Iridium billing cycle.** Please note that if your rental period includes time covered in two separate billing periods, you may see two separate airtime usage billings from OCENS. Airtime used will be billed to the credit card number you have provided. It is the Client's responsibility to know the rate for any call.
- 7. Portions of the equipment, including all documentation, manuals and packaging are copyrighted and contain proprietary information of Iridium.** 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 Iridium.
- 8. OCENS makes no warranties with respect to the Iridium handset or other equipment used by you in connection with the Iridium 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 Iridium does not warrant the availability, reliability, or any other aspect of the Iridium 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 Iridium 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.

Please feel free to call or write any time with questions or concerns.

Customer Signature

Date

Customer Print Name

Customer Company Name (if applicable)

OCENS, Inc. Authorized Signature

Date