



Rental & Lease Agreement

P# (Internal Use) _____

Business: _____

Address: _____

Name: _____

Tel: _____

Fax: _____

Email: _____

-Lessee-

And

Global Communications Solutions, Inc.
7640 Omnitech Place
Victor, New York 14564-0995
Tel: 1 (888) SAT1USA
Web: www.SAT1USA.com

-Lessor-

the following Rental Agreement pertaining to:

Unit 1 (Model #): _____, s/n _____

Unit 2 (Model #): _____, s/n _____

Unit 3 (Model #): _____, s/n _____

Headquarters:

7640 Omnitech Place
Victor, NY 14564
Ph: 888-SAT1USA
Fax: 585-742-1914

I. Subject of the Agreement

1. The Lessor shall provide the following leased equipment to the Lessee. Lessee shall compensate Lessor for such leased equipment by paying the lease fees and airtime charges specified below:

<u>Qty</u>	<u>Part #:</u>	<u>Lease Price</u>	<u>(minimum 2 weeks)</u>
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Airtime Charges:

*Estimated airtime usage will be invoiced in advance. Actual airtime charges will be invoiced within ninety (90) days from date of lease termination, as defined in paragraph 2. directly below.

2. The lease shall commence upon shipment or transfer of the leased equipment to Lessee. The lease shall terminate on the date the returned leased equipment is received at Lessor's facility.

II. Rights, Responsibilities and Liabilities of the Parties

1. Unless otherwise agreed in writing between the parties, Lessee shall be responsible for transporting the leased equipment to and from Lessee's premises and for payment of all charges related thereto. Lessee shall be solely and exclusively liable for any damage to the leased equipment that may occur during transport to and from Lessee's premises, except in any case where Lessor has agreed to accept responsibility for such transport. Transport shall take place by air or ground, and in all cases, by readily traceable means. Shipment of leased equipment via U.S. Postal Service (USPS) is expressly forbidden. Lessee shall, at its option, make special transportation arrangements with Lessor by specifying the carrier and type of service for transport of the leased equipment. In any such case, Lessee shall provide its shipper's account number so that Lessor may identify Lessee as the "Bill to Party" on the designated carrier's bill of lading or airway bill. In the absence of any such special instruction from Lessee, Lessor shall ship the leased equipment via UPS ground, or equivalent, or by most economical means in the event of shipment by air, and shall prepay and bill Lessee for all charges. Lessee and Lessor shall fulfill any Customs obligations arising hereunder in their respective countries at their sole and separate expense.
2. Within twenty-four (24) hours of taking possession of the leased equipment, Lessee shall confirm that the leased equipment is complete and in good condition. Alternatively, Lessee shall, within this twenty-four hour period, report any defects, damage or deficiencies to Lessor. Upon receipt of such notification, Lessor shall immediately investigate and shall promptly take whatever appropriate remedial action, if any, is required.
3. Lessee shall, for the full duration of the lease period, maintain the leased equipment in good condition. The leased equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and Lessee shall have no right, title, or interest therein or thereto, except as expressly set forth in this Lease Agreement. In recognition of the foregoing, Lessee's business records shall reflect that the leased equipment is the sole and exclusive property of Lessor.
4. Unless otherwise agreed in writing between the parties, Lessee shall return the leased equipment to Lessor within three (3) days from the agreed upon return date of ___ - ___ - 2005 (mm-dd-yyyy). Written confirmation of pending return shall be provided no later than two (2) days prior to the agreed upon return date. When transporting leased equipment to Lessor, Lessee shall FAX the tracking number (bill of lading number, airway bill number, etc.) to Ms. Norine Amato at (585) 742-1914. Any questions regarding such transport should be directed to Ms. Norine Amato by telephone at (585) 742-9137; by fax at (585) 742-1914; or by E-mail at support@globalcoms.com.
5. Lessor shall notify Lessee in writing of any damaged or missing leased equipment within five (5) days from date of receipt of the returned equipment. Lessor's written notification shall specify the cost to Lessee for repair or replacement of such damaged or missing equipment, and Lessee shall compensate Lessor for same, pursuant to the provisions of paragraph 6. directly below.
6. The Lessee shall be liable for any loss of or damage to the leased equipment, however occurring, during the full term of the lease period. The Lessee shall compensate Lessor for any such loss or damage, up to and including the full replacement value(s) of the leased equipment. Lessor may require Lessee to issue a purchase order as a condition of the lease arrangement. In the event a purchase order is required, the resultant purchase order shall clearly state Lessee's liability to

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compensate Lessor for loss of or damage to the leased equipment, as such liability is herein defined. Additionally, Lessee's purchase order shall denote the replacement value of the leased equipment, as specified below.

7. The replacement value of the equipment leased hereunder is:

Unit 1: _____ Replacement Value of Unit 1: _____

Unit 2: _____ Replacement Value of Unit 2: _____

Unit 3: _____ Replacement Value of Unit 3: _____

Although not specifically noted, it is understood that the replacement value(s) delineated above includes any accessories and peripheral items that may have been supplied with the leased equipment.

III. Costs and Payment

Cardholder Name: _____

Cardholder #: _____ Exp. _____

Cardholder Sign: _____

Billing Address: _____

1. Lessee shall bear all costs of operation and repair of the leased equipment during the lease period. If, during the term of the lease, the leased equipment should require repair, Lessee shall notify Lessor and Lessor shall be responsible for effecting such repair. In the event that failure is caused by inherent defect, Lessor shall bear the cost of repair. Lessee shall, otherwise, bear the cost of repair. Lessee shall remit payment for repair within ten (10) days from receipt of Lessor's repair invoice. In the event payment is not received within ten (10) days, Lessor shall be entitled to secure payment via Lessee's credit card, which shall be made available to Lessor, as stipulated in paragraph 2. directly below. **LESSEE SHALL NOT, UNDER ANY CIRCUMSTANCES, UNDERTAKE TO REPAIR, MAINTAIN OR MODIFY THE LEASED EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.**
2. In all cases, Lessee must provide Lessor with direct access to a credit card that is acceptable to Lessor (MC, Visa or AMEX). Said credit card shall be funded in an amount acceptable to Lessor. A "credit hold", in an amount equal to one-half the replacement value of the leased equipment, shall be placed on Lessee's credit card for the benefit of Lessor. For all first time customers, the credit card shall be used to secure payment of all hardware, transportation and usage (airtime) fees. At Lessor's sole discretion, the credit card may be used as a security deposit for established customers. Based on the standard airtime billing cycle, the credit card must be valid for at least ninety (90) days beyond the estimated termination date of the lease period to allow for complete airtime billing.
3. Lessee shall keep the leased equipment free and clear of all levies, liens and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the leased equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the leased equipment or the purchase, use, operation or leasing of the leased equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Lessor or Lessee. However, Lessee shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Lessor to the leased equipment; provided, Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge.
4. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the leased equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the leased equipment.

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5. Lessee shall prepay one (1) full month for lease of the equipment, irrespective of the actual lease period, the minimum duration of which shall be two (2) weeks. All subsequent charges shall be invoiced and paid one (1) month in advance at the rates previously specified herein.
6. Lessee shall prepay the estimated number of airtime minutes that will be used during the lease period, however, in no case shall Lessee prepay for fewer than fifty (50) minutes of airtime usage. Such prepayment of airtime minutes shall be made via Lessee credit card or against Lessee purchase order, which shall expressly provide for such prepayment. Any amount overpaid against actual airtime usage shall be credited to other amounts owing by Lessee, or if none owing, shall be refunded to Lessee within five (5) days from expiration of the airtime billing period, as defined in Section III, paragraph 2. above.
7. If Lessee fails to pay any lease fee or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease Agreement required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:
 - A. To declare the entire amount owed hereunder immediately due and payable without notice or demand to Lessee.
 - B. To take whatever legal action may be necessary to recover all lease fees and other payments, then accrued or thereafter accruing.
 - C. To take possession of the leased equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.
 - D. To terminate this Lease Agreement.
 - E. To pursue any other remedy at law or in equity.
8. Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease Agreement. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

IV. General

1. This Agreement shall not be amended or modified nor shall any waiver of right hereunder be effective unless set forth in a document executed by duly authorized representatives of the parties hereto.
2. Warranty coverage is defined by and in the GCS Limited Warranty Statement attached hereto and made a part hereof. For the purposes of this Lease Agreement, it is understood and agreed that, as used in the GCS Limited Warranty Statement, the terms "Customer" and "Purchaser" shall mean "Lessee" and the term "GCS" shall mean "Lessor". In the event of any inconsistency or conflict between the Limited Warranty Statement and this Lease Agreement, the provisions of this Lease Agreement shall prevail. LESSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THAT LESSOR WARRANTS THAT IT HAS THE RIGHT TO LEASE THE EQUIPMENT, AS PROVIDED FOR BY AND IN THIS LEASE AGREEMENT.
3. Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the leased equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the leased equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Section III, paragraph 7. hereof; and this Lease Agreement shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.
4. It is expressly understood that this Lease Agreement and all obligations arising hereunder, are contingent upon and subject to U.S. Government Export Control Laws and regulations, including without limitation, the requirement to obtain all necessary approvals and licenses prior to the export of the leased equipment. During and after the expiration of this Agreement the leased equipment, including any technical data or documentation pertaining thereto, may not to be leased, released, assigned, transferred, conveyed or in any manner disposed of, either directly or indirectly, without the prior written approval of the United States Department of Commerce, or Department of State, as appropriate. Lessor shall be excused from performance and shall not be liable for penalties or damages of any kind for failure to deliver items hereunder resulting from the U.S. Government's denial of approval to export said items to Lessee. Lessor shall not be liable for any denial of the U.S. Government of any request by Lessee to transfer any such items to other parties or countries.
5. Should any of this Lease Agreement be declared invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

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- 6. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.
- 7. Service of all notices under this Agreement shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Lessor:

[Lessor]

[Lessor's Address]

If to Lessee:

[Lessee]

[Lessee's Address]

- 8. Lessee shall not assign this Lease or its interest in the leased equipment without the prior written consent of Lessor.
- 9. This Lease shall be construed and enforced according to the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement , effective as of the date of equipment shipment or transfer, in accordance with Section I, paragraph 2. above.

Global Communications, Inc.

LESSOR:

Sign: _____ Print: _____

Date: _____

LESSEE:

Sign: _____ Print: _____

Date: _____

Sign: _____

Global Communications Solutions, Inc. Print Name: _____

Mr. Tom Stoll Company Name: _____

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