

# Pulsar Rental Agreement Terms and Conditions



## Pulsar Rental Agreement Terms and Conditions

Last Updated: June 12, 2024

- 1) **Agreement to Rent:** Pulsar Connected LLC ("Pulsar") agrees to rent to Customer, and Customer agrees to rent from Pulsar, the mobile satellite equipment identified in the Rental Addendum (the "Equipment") for the term of the Rental Period, except as otherwise provided herein. The Customer agrees to use the rental equipment with Pulsar 's airtime services only as selected above (hereinafter "Service").
- 2) **Equipment Acceptance and Use:** Customer is responsible to understand how to use the Equipment and its accessories and to verify that it is operable. Should Customer not return the Equipment to Pulsar within 2 days of receiving the Equipment, the Equipment shall be deemed operable and undamaged.
- 3) **Term:** The term of this Agreement begins on the date shipped (exclusive of the grace period of 3 days) except as otherwise provided herein, and will continue until the Equipment is returned to Pulsar as noted in the terms of the effective date and return grace period of 3 days. (the "Term")
- 4) **Payments and Charges:** Customer agrees to pay rental charges and, if required by Pulsar, \$500 per Equipment security deposit ("Security Deposit") for the Equipment ("Rental Charge") and any other applicable fees prior to shipment to the Customer's designated shipping address. The Security Deposit is not a charge and Customer agrees to provide such deposit prior to shipment of the Equipment. The customer will pay an additional daily rental fee each day if the Equipment is returned beyond the end of the Term.
- 5) **Rates, Taxes, Invoicing and Payment:** Pulsar will invoice Customer monthly in arrears for the Service. Customer agrees to pay all applicable service usage fees and any value-added charges and any applicable sales, usage, excise, or other taxes or fees now or hereinafter excised by any governmental authority related to the Services. Customer shall reimburse Pulsar for any such taxes. Payment must be made in U.S. Dollars. This bill is due and payable upon receipt. Customer agrees to review each monthly invoice to verify accuracy within sixty (60) days of receipt and notify Pulsar immediately of any discrepancies contained therein and to request any compensation due. Failure to provide notice on the 61st day of

issuance of an invoice shall operate as a waiver of any dispute to the charges. Pulsar reserves the right to change/raise/lower rates for the Service at any time.

- 6) **Non-Refundable Charges:** In the event that the Customer returns the Equipment prior to the end of the Term, the Customer will not receive a refund for any part of the original rental reserve period. Customer will not receive refunds or discounts on airtime usage related to calling Pulsar's customer service or technical support numbers.
- 7) **Non-Payment / Breach:** A late charge of the lesser of 1-1/2% per month will be applied to each of Customer's service bills not paid by the due date. This late charge is applicable to the unpaid balance as of the due date. In the event of any collections by Pulsar on unpaid balances, the Customer shall pay Pulsar all costs associated with the collection including, without limitation, reasonable attorney fees, collection agency, and any other costs incurred by Pulsar in exercising any of its rights under the Agreement. Customer's credit card will also be charged the applicable airtime charges plus surcharges & fees that may apply. At customer request, Pulsar will present customer with an itemized call detail record for all calls made by the Equipment.
- 8) **Data transmission use & Dropped Calls -** Due to the technical nature of data setups and the inherent complexity of voice and data transmission through a variety of operating systems, Pulsar 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. Dropped calls will not be credited.
- 9) **Use and Inspection:** 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 permit Pulsar or its Agent to inspect the Equipment during the Term with any reasonable notification.
- 10) **Ownership:** Customer acknowledges that Pulsar 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 Pulsar'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 Pulsar as owner of the Equipment. Customer will execute and deliver to Pulsar documents and forms which are reasonably necessary or desirable to protect Pulsar's ownership and interest in the Equipment, including, if requested financial statements as specified under the Uniform Commercial Code.

- 11) **RISK OF LOSS:** Customer will bear sole responsibility for all malfunctions, failures, damage to equipment, accidental or intentional damage, theft or loss except in the case of manufacturing defects and normal wear and tear. In the event of any such damage or loss, Customer will promptly give Pulsar notice thereof. Customer will then select one of the following options: (I) Pay to Pulsar 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 Pulsar repair or replace the damaged or lost equipment and pay to Pulsar 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 Pulsar is unable to repair or replace the equipment, then option (i) shall apply.
- 12) **MAINTENANCE:** Pulsar 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 Pulsar or its agent for maintenance and Customer will pay all costs for shipment to Pulsar or its agent and shall be liable for any loss or damage during transportation. Pulsar or its agent will return the Equipment to the Customer and Customer 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 Pulsar 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. 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 Pulsar in sufficient detail to enable Pulsar or its agent to commence necessary repairs, and ending on serviceable condition. In no event will Pulsar 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 Pulsar.

- 13) Return of the Equipment: Upon return of the Equipment, there will be an immediate charge for components that are damaged or missing from the shipment based on the retail value of the components specified in this Agreement. Retail prices are available on Pulsar's website, [www.pulsarbeyond.com](http://www.pulsarbeyond.com), or available upon request.
- 14) 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. Pulsar: 2 Oakwood Blvd Suite 200 Hollywood, FL 33020 United States of America
- 15) Export Regulations - The Customer will not engage in exporting, diverting or re-exporting Equipment in a way inconsistent with US export laws.
- 16) Value added Services: Pulsar may provide through advertisements certain optional emergency services or other add-ons through third parties. The Customers purchase, participation, contracting or any other dealings with third party service providers even if billed on a Pulsar Invoice are solely between the Customer and such third party and such third parties may provide the Customer with other offers and services for which may be incorporated into the Equipment or Service purchased from Pulsar. Customer agrees that Pulsar shall not be responsible for any loss or damage of any sort which is incurred as a result of any such dealings or as the result of the use of such third parties' services or products. Moreover, Pulsar provides no endorsement, warranty or guarantee for any third-party products or services provided by any third party.
- 17) Limitation of Liability: The Services provided by Pulsar may be temporarily interrupted, delayed or otherwise limited and are not available everywhere in the world. Pulsar makes no representation that it can provide uninterrupted service. Furthermore, Pulsar shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of Pulsar and for which its maximum liability is the cost of the Service. Further, Pulsar shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond Pulsar's control. PULSAR

MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. PULSAR SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

- 18) Subscriber Terminals and Equipment: Unless provided otherwise, Pulsar is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer is responsible for all charges as agreed upon in this Agreement including pre-paid minutes or other pre-loaded add-ons.
- 19) Licensing: Customers wishing to operate satellite phones while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. Pulsar does not guarantee any authority to radiate from territories other than those allowing trans-border operations of equipment.
- 20) Contract location and Governing Law: The parties agree this Agreement was executed in Florida and the law of the State of Florida shall govern the interpretation of this Agreement.
- 21) Venue: CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY EITHER PARTY AGAINST THE OTHER ARISING IN ANYWAY CONCERNING THIS AGREEMENT SHALL ONLY BE BROUGHT IN STATE COURT IN FLORIDA. FURTHER, BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.