



**Network Innovations US, Inc.**  
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**EMERGENCY COMMUNICATIONS EQUIPMENT GUARANTEE AGREEMENT - BIZ**  
 [For Businesses & Government Use only- Private Individuals must complete the Individual version of this Agreement  
 I understand that my completion of this Rental Agreement does not guarantee service.]

**Part 1 COMPANY INFORMATION:**

Please fill out the information below and attach a legible copy of Tax ID documentation. Please complete all six sections, sign where indicated then return to Network Innovations via fax, e-mail or mail. [All information kept strictly confidential]

Company Name: \_\_\_\_\_ (Customer)  
 Primary Contact: \_\_\_\_\_ D&B/ Tax ID: \_\_\_\_\_  
 Phone (Daytime) \_\_\_\_\_ Phone (Evening) \_\_\_\_\_  
 FAX \_\_\_\_\_ Cellular \_\_\_\_\_  
 E-Mail: \_\_\_\_\_ Website: \_\_\_\_\_

Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Post Code \_\_\_\_\_ Country \_\_\_\_\_

Billing Category:  Private Business  GSA  Government (Non-GSA)  Other: \_\_\_\_\_

If Federal Tax exempt, please attach documentation and check this box:  **Federal Tax Exempt - documents attached**

**Part 1a PURCHASE ORDER INFO:**

P.O. #: \_\_\_\_\_ P.O. # Amt: \_\_\_\_\_  
 Person responsible for payment of P.O.: \_\_\_\_\_ P.O. Exp. Date: \_\_\_\_\_  
 Dept: \_\_\_\_\_ Email: \_\_\_\_\_ Ph: \_\_\_\_\_

**Part 2 PAYMENT METHOD:**

**Automatic Deduction From Credit Card:**

**Credit Card Type:**  VISA  MASTERCARD  AMERICAN EXPRESS  
 Card Number \_\_\_\_\_ Security Code\* \_\_\_\_\_ Expiration \_\_\_\_\_ (MM/YY)

(\*Security Code: M.C. & Visa on back of Card (3 digits); AMEX on Front of card (4 digits))

Name as it appears on Credit Card: \_\_\_\_\_

Billing address is the same as the address in part 1:  YES  NO (if No, please indicate billing address below):

Credit Card Billing Address: \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Post Code \_\_\_\_\_ Country \_\_\_\_\_

**NETWORK INNOVATIONS CREDIT CARD AUTHORIZATION:**

I hereby authorize Network Innovations to process credit card vouchers in my name and agree to pay for all charges incurred under the terms and conditions of this Agreement. I have read this Agreement, understand and agree with all terms and conditions and indicate so by executing this Authorization

I, \_\_\_\_\_, hereby authorize Network Innovations US, Inc., via this  
 (PRINTED NAME OF CARDHOLDER)

signed authorization to charge my credit card for payment of ALL services requested under this Agreement. I further agree **it is my responsibility to ensure that my credit card information, including expiration date is current.** If my credit card issuer allows, Network Innovations may obtain any new expiration dates, any new account numbers or other renewal information from my credit card account and use this information to update my account.

\_\_\_\_\_  
 Signature of card Holder

(Note: Network Innovations does not accept third party credit cards)

This RENTAL AGREEMENT ("Agreement") is made and entered into as of the effective date indicated below between Network Innovations and the Customer.

**Part 3 - GUARANTEED EQUIPMENT REQUESTED:**

Product	Qty.	Annual fee (per unit)	Total Cost
Handheld Satellite Phone		\$600.00	
<b>TOTALS</b>			

**Part 4 – GUARANTEED EMERGENCY SERVICE RENTAL AGREEMENT:**

On this, the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Customer hereby enters into this Emergency Communications Equipment Guarantee Agreement (Agreement) with Network Innovations US, Inc. (Network Innovations) for guaranteed availability of emergency mobile satellite communications equipment and services for emergencies or special events.

**TERM:**

This Agreement is for one year (365 days) from the date of execution of the Agreement (Agreement Term).

There is no refund for early termination during the Agreement Term.

**EQUIPMENT AND FEES:**

Customer shall select their equipment for guarantee availability in the above order form (Guaranteed Equipment). Customer shall select at the time of the execution of this Agreement the Guaranteed Equipment and quantity.

The customer may amend the Order list for any reason at the end of any Agreement Term but may only add additional Guaranteed Equipment during the Agreement Term.

Each Guaranteed Equipment has a separate annual fee. (“Annual Fee”). Rental and Service for Guaranteed Equipment is subject to approval and execution of separate Network Innovations Rental Agreement (“Rental Agreement”).

The annual fee is for guaranteed availability of equipment only and does not include service, rental or delivery fees. Additional accessories can be ordered at standard rental pricing as outlined in the Network Innovations Rental Agreement.

The prices listed above do not include any applicable taxes which will be listed separately including any usage, excise, ad valorem, property or any other taxes now or hereafter imposed.

**GUARANTEE SERVICE:**

**Unexpected Emergencies** - At the Customers request Network Innovations will have available the Guaranteed Equipment with service (subject to approval) available for pick up or delivery from Network Innovations’ South Florida facility located at 4950 West Prospect Rd. Fort Lauderdale, FL 33309, within six hours or sooner of the Customer’s request.

**Expected Emergencies** - (i.e. Hurricanes, snow storms) Customer must request its Guaranteed Equipment no later than 96 hours prior to any expected emergency (i.e. hurricane landfall). At the Customer’s request Network Innovations will have available the Guaranteed Equipment with service (subject to approval) available for pick up or delivery from Network Innovations’ Pompano facility located at 4950 West Prospect Rd. Fort Lauderdale, FL 33309 within six hours or sooner after the Customer’s request.

If Customer notifies Network Innovations within 96 hours of expected emergency Network Innovations will follow the Customer’s written instructions regarding shipping but makes no guarantee of delivery.

Customer will be responsible for any shipping and return charges. In the alternative, at Customer’s request, Network Innovations will hold Customers Guaranteed Equipment during the expected emergency and have available for pick up after the expected emergency or the “All Clear” (if the expected emergency occurs at Network Innovations’ South Florida facility).

Network Innovations is not responsible for any delivery delays or rerouting of Guaranteed Equipment by any third party delivery services.



**RENTAL AND PHONE SERVICE:**

**Rental Agreement-** This Agreement does not guarantee actual service. Customer is required to complete a separate Rental Agreement at the time of execution of this Agreement which includes separate terms and conditions. Pricing for rental of the Guaranteed Equipment will be in accordance with the terms of the Rental Agreement. Customer is responsible for all normal rental, delivery and usage charges as specified in the Network Innovations Satellite Phone Rental Agreement for the particular products rented once an order is enabled.

**LIMITATION OF LIABILITY:**

EXCEPT FOR ANY WARRANTY SPECIFICALLY SET FORTH IN THIS CONTRACT, IF ANY, NETWORK INNOVATIONS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT AND THE SERVICES.

IN THE EVENT NETWORK INNOVATIONS IS UNABLE TO PROVIDE THE EQUIPMENT OR SERVICES THE PARTIES AGREE CUSTOMER'S SOLE REMEDY SHALL BE LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER TO NETWORK INNOVATIONS FOR THIS EMERGENCY AGREEMENT DURING THE TERM AND FOR THE REASONABLE COST OF OBTAINING EQUIPMENT FROM ANOTHER EQUIPMENT PROVIDER FOR THE PERIOD OF TIME NETWORK INNOVATIONS IS UNABLE TO PROVIDE THE EQUIPMENT.

NETWORK INNOVATIONS OR ITS VENDORS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL NETWORK INNOVATIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS CONSEQUENTIAL OR INCIDENTAL) ARISING OUT OF THE USE OR INABILITY TO RECEIVE THE EQUIPMENT OR SERVICES EVEN IF NETWORK INNOVATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NETWORK INNOVATIONS WILL NOT BE LIABLE FOR ANY DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF NETWORK INNOVATIONS.

**GOVERNING LAW:**

THIS CONTRACT IS GOVERNED BY THE LAWS OF THE STATE OF FLORIDA AND APPLICABLE TARIFFS. CUSTOMER AGREES THAT NO MATTER WHERE ANY OF THE PARTIES ARE LOCATED IT IS AGREED THAT THE CONTRACT WAS EXECUTED IN BROWARD COUNTY, FLORIDA. ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL BE BROUGHT IN THE STATE OF FLORIDA FOR BROWARD COUNTY HAVING PROPER JURISDICTION. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.

**AGREED TO BY THE CUSTOMER:**

By: \_\_\_\_\_  
CUSTOMER NAME (SIGNED)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CUSTOMER NAME (PRINTED)

\_\_\_\_\_  
DATE