



Master Terms and Conditions for Use and Sale of Services and Equipment for COMSAT, Inc.

1. Undertaking of COMSAT

1.1. Scope

1.1.1. COMSAT Services consist of providing facilities and services for the provision of Earth Segment and/or Space Segment telecommunications between Terminals and other points as set forth herein, or the resale of such service.

1.1.2. Earth Segment and /or Space Segment service to or from international points may be regulated or restricted by the laws and regulations of the relevant national authorities.

1.1.3. Except as otherwise provided herein, COMSAT does not generate or initiate telecommunications but offers Customers the use of its facilities and /or services for the transmission of telecommunications by such customers.

1.1.4. Except as otherwise provided, the COMSAT Services referred to herein include, but are not limited to, those provided using the facilities and/or services of COMSAT, Inmarsat, Iridium and/or Thuraya.

1.1.5. The sale or lease of Equipment consists of the sale or lease of terminals, antennae and related accessories for use in conjunction with COMSAT Services.

1.2. Availability of Services

COMSAT Services are furnished subject to availability of facilities, transmission capability, satellite coverage, satellite viability, atmospheric and like limitations. COMSAT shall have sole discretion for selection of the satellite systems and Teleports used to provide COMSAT Services. Should it become necessary for COMSAT to change the Satellite Service Provider or Teleport through which the COMSAT Services are provided, COMSAT shall not be responsible for any costs associated with the realignment, recalibration or reconfiguration of Equipment and/or Customer Equipment.

1.3. Service Coverage

The coverage area refers to the geographic area where COMSAT Services can be obtained. Coverage maps for COMSAT Services, as provided by the Satellite Service Provider, are available at www.comsat.com. COMSAT disclaims any liability for any inaccuracies in such maps.

1.4. Priority of Services

Where applicable, the use and restoration of Earth and/or Space Segment services shall be in accordance with Part 64 Subpart D of the U.S. FSS's Rules and Regulations (specifying the priority system for such activities), or the comparable regulations of such other national



administration that has jurisdiction over the provision and use of the COMSAT Services in question.

1.5. Limitations on Duration of Connections

COMSAT reserves the right to limit the provision of COMSAT Services or to discontinue furnishing any service when necessary or appropriate due to shortage of facilities, distress or any other emergency situations, or other events, occurrences, or conditions beyond its reasonable control.

2. Inspections

COMSAT may, for the protection of the relevant network, make such tests and inspections as may be necessary to determine that the requirements hereunder are being complied with in the operation of the Equipment, and/or Customer Equipment. COMSAT may interrupt Earth Segment and/or Space Segment service at any time because of a departure from any of these requirements.

3. General Use of Services and Equipment

Use of Space Segment and/or Earth Segment shall be in accordance with any additional terms and conditions that may be imposed by the Satellite Service Provider.

3.1. Abuse or Unlawful or Fraudulent Use

Earth Segment and/or Space Segment service (or the resale thereof) and Equipment are furnished subject to the condition that there will be no abuse or unlawful or fraudulent use thereof. Abuse or unlawful or fraudulent use includes but is not limited to:

3.1.1. The use of Earth Segment and/or Space Segment service or facilities owned by COMSAT or by the Satellite Service Provider or Equipment to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for such use;

3.1.2. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, Earth Segment and /or Space Segment service by rearranging, tampering with, or making connection with any facilities of COMSAT or the Satellite Service Provider, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with the intent to avoid the payment, in whole or in part, of the regular charge for such Earth Segment and/or Space Segment service;

3.1.3. The use of Earth Segment and/or Space Segment service of facilities of COMSAT or the Satellite Service Provider or Equipment for a call or calls, or transmission of information, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;



3.1.4. The use of Earth Segment and/or Space Segment service or Equipment to attempt to transmit, distribute or store any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate applicable laws;

3.1.5. The use of Earth Segment and/or Space Segment service or Equipment in any manner that would infringe, dilute, misappropriate, or otherwise violate privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information;

3.1.6. Violation of any applicable laws or regulations including, but not limited to, laws regarding the transmission of technical data or software exported from the country of call origination through a service of COMSAT;

3.1.7. The use of Earth Segment and/or Space Segment service or Equipment in such a manner as to interface unreasonable with the use of said service by one or more other customers;

or

3.1.8. Any modification of any Equipment that is not approved by COMSAT.

3.2. Suspension of Service

COMSAT reserves the right to suspend the COMSAT Services for operational reasons or in an emergency or when instructed to do so by any competent regulatory, administrative or judicial authority. This includes any period in which operation of the Equipment and/or Customer Equipment degrades the performance of the COMSAT Services beyond COMSAT's acceptable operational parameters, including satellite interference. Customer shall obtain and maintain all permits, licenses, authorizations, and other approvals required for the provision of Earth Segment and/or COMSAT Services. If the Equipment and/or Customer Equipment are found to be not operating in compliance with national and/or international regulations, Customer further acknowledges that COMSAT has the right to suspend service until compliance is established.

3.3. Use of Facilities

Any Customer Equipment or other facility that is connected to or used in conjunction with, the facilities of COMSAT or the Satellite Service Provider shall have characteristics and shall be operated so that it does not interfere with other services provided over any facilities of COMSAT or the Satellite Service Provider. Any required protective apparatus shall be provided by the Customer or COMSAT at the Customer's expense.



3.4. Intellectual Property Rights and Use of Name or Marks

3.4.1. The use of COMSAT Services or Equipment in no way grants a right, title, or interest in any patent, trademark, copyright or any other intellectual property right of COMSAT or any third party licensor, provider, or supplier.

3.4.2. Use of the COMSAT name or any COMSAT mark or the name or mark of any third party licensor, provider, or supplier in any advertising, publicity, or in any other commercial manner is prohibited without the prior written consent of COMSAT or the third party licensor, provider, or supplier, as applicable.

4. Use of IP Services

4.1. System Management and Service Performance

The Customer is solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, that are or may become necessary to access the COMSAT Services and to operate the Equipment and/or Customer Equipment.

4.2. Data Management and Responsibility

The Customer is responsible for management of Customer's information, including but not limited to back-up and restoration of data (for example, address book and calendaring information), erasing data from disk space Customer controls and changing data on or settings for Customer Equipment. COMSAT is not responsible for the loss of Customer's data or for the back-up or restoration of Customer's data regardless of whether this data is maintained on COMSAT's servers or on the Customer Equipment.

4.3. Security

The Customer is responsible for development and maintenance of any security procedures Customer deems appropriate, such as logon security and encryption of data, User ID, alias, and password on Equipment and Customer Equipment. COMSAT is not responsible in the event that any party changes the information on Customer's account, including without limitation, Customer's alias, User ID, password, or security information. COMSAT STRONGLY RECOMMENDS THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, FIREWALL, AND ANTI-SPY SOFTWARE, AS WELL AS THE USE OF ANTI-SPAM EMAIL SOFTWARE AND FREQUENT PATCHING OF ANY GENERAL USE SOFTWARE. COMSAT disclaims all liability for any damages that may occur as a result of spam or spam filters, viruses, spyware or any other type of malicious code or software. Customer acknowledges that COMSAT may change password(s) on Equipment without prior notification.

4.4. Use of IP Address



To enable the provision of COMSAT Services, COMSAT may provide Customer with a static or dynamic IP address. IP addresses are a finite resource and COMSAT must ensure the most efficient use of each address. Accordingly, Customer agrees to the following:

- 4.4.1. COMSAT's assignment of a static IP address to a Customer does not create any property rights in the Customer to that particular IP address.
- 4.4.2. COMSAT reserves the right, at any time, to request that a Customer provide justification, to COMSAT's satisfaction, as to why Customer requires a static IP address assignment.
- 4.4.3. COMSAT reserves the right to reclaim a static IP address from Customer and to assign Customer a different address, either static or dynamic. COMSAT shall not be liable for any damage that may occur to Customer or Customer Equipment as a result of such action.

4.5. COMSAT Network

For the purposes of backup and maintenance, COMSAT may use, copy, display, store, transmit, translate, rearrange, reformat, view and distribute Customer's information to multiple COMSAT servers. COMSAT does not guarantee that these procedures will prevent the loss of, alteration of or the improper access to, Customer's information.

4.6. Monitor of Network Performance

COMSAT automatically measures and monitors network performance and the performance of Customer's Internet connection and the COMSAT network. COMSAT also may access and record information about Customer Equipment and settings and the installation of software COMSAT provides in order to provide customized technical support. Customer agrees to permit COMSAT to access and record such data for the purposes described herein. COMSAT does not share such information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of COMSAT or its authorized vendors, contractors and agents. Customer acknowledges and consents to COMSAT's monitoring of Customer's Internet connection and network performance, and the access to and adjustment of Customer's computer settings, as they relate to the COMSAT Service, software, or other services which COMSAT may offer from time to time.

4.7. Limitations of VoIP Emergency Services

This section applies only to COMSAT Customers physically located in the United States and using COMSAT Services provided via COMSAT's Southbury, Connecticut or Santa Paula, California Teleports.

COMSAT's VoIP emergency services may not be available or may be limited in comparison to traditional E911 service. Customer agrees to the following:



- 4.7.1. VoIP EMERGENCY SERVICES WILL NOT OPERATE DURING A POWER OUTAGE. Once power is restored, the Customer may be required to reset or reconfigure its equipment before the VoIP service can be used to contact 911 emergency services.
- 4.7.2. VoIP EMERGENCY SERVICES WILL NOT OPERATE IF THE CUSTOMER'S INTERNET CONNECTION IS DISRUPTED OR IF THE CUSTOMER'S VoIP SERVICE HAS BEEN SUSPENDED FOR ANY REASON.
- 4.7.3. VoIP EMERGENCY SERVICES MAY BE DELAYED OR DROPPED DUE TO NETWORK CONGESTION ON THE INTERNET.
- 4.7.4. EMERGENCY RESPONSE PERSONNEL WILL NOT AUTOMATICALLY RECEIVE A CUSTOMER'S CALL BACK TELEPHONE NUMBER OR PHYSICAL LOCATION.
- 4.7.5. VoIP EMERGENCY SERVICES WILL NOT OPERATE UNTIL THE CUSTOMER'S SERVICE ADDRESS IS REGISTERED WITH COMSAT. A Customer may register its service address by calling COMSAT's Customer Care Center at 203-346-3300 or 1-800-685-7898.
- 4.7.6. VoIP EMERGENCY SERVICES WILL NOT OPERATE CORRECTLY IF THE CUSTOMER CHANGES ITS SERVICE ADDRESS WITHOUT NOTIFYING COMSAT.
- 4.7.7. VoIP EMERGENCY SERVICES WILL NOT OPERATE CORRECTLY FOR UP TO TWO BUSINESS DAYS AFTER THE CUSTOMER NOTIFIES COMSAT OF A CHANGE TO ITS SERVICE ADDRESS.
- 4.7.8. VoIP EMERGENCY SERVICES WILL NOT OPERATE CORRECTLY FOR UP TO TWO BUSINESS DAYS AFTER THE CUSTOMER NOTIFIES COMSAT OF A CHANGE TO ITS SERVICE ADDRESS.
- 4.7.9. VoIP EMERGENCY SERVICE CALLS MAY BE ROUTED TO A GENERAL TELEPHONE NUMBER FOR THE CUSTOMER'S LOCAL EMERGENCY RESPONSE PERSONNEL.

5. Use and Connection of Equipment

5.1. Terminal Licensing

It shall be the sole responsibility of the Customer to secure and maintain all governmental licenses, permits and approvals required in connection with the installation, operation, and/or use of the Customer's Terminal in any jurisdiction. It shall also be the responsibility of the Customer to install and maintain all Terminals such that they continue to meet the system requirements of both COMSAT and the Satellite Service Provider.

5.2. Export and RE-Export of Equipment

5.2.1. Customer (including its subsidiaries and affiliates) shall not export or re-export Equipment unless it complies fully with all laws and regulation of the United States and/or any relevant non-U.S. jurisdiction relating to such export or re-export, including but not limited



to the Export Administration Act of 1979, as amended, and any applicable U.S. administration rules and regulations, including the International Traffic in Arms Regulations (ITAR). Specifically, unless any necessary prior authorization is obtained from the U.S. Department of Commerce, Customer shall not knowingly export, re-export, or release, directly or indirectly, any technology, software, or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("EAR")), received from COMSAT, or export, directly or indirectly, any direct product of such technology, software, or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export, or release of the technology, software, software source code, or direct product is prohibited by the EAR.

5.2.2. Customer shall obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software, or software source code acquired from COMSAT or any direct product of such technical data, software, or software source code. Accordingly, Customer shall not sell, export, or re-export, transfer, divert, or otherwise dispose of any such product, technical data, software, or software source code directly or indirectly to any person, firm, entity, country, or countries prohibited by U.S. or applicable non-U.S. laws. Further, Customer shall give notice of the need to comply with such laws and regulations to any person, firm, or entity which it has reason to believe is obtaining any such product, technical data, software, or software source code from Customer with the intention of exportation. Customer shall secure, at its own expense, such licenses and export and import documents as are necessary for any export in compliance with U.S. and non-U.S. applicable law.

5.3. Connection of Customer Equipment

The Customer Terminal must be approved by the Satellite Service Provider for access to such provider's network (by means of Terminal Activation and/or Type Approval). Customer Equipment shall have operating characteristics such that its use shall not interfere with the COMSAT Services or the Satellite Service Provider's services, nor endanger COMSAT's employees, employees of the Satellite Service Provider, or the public. Upon notice from COMSAT that the Customer Equipment is causing interference, or is a hazard, the Customer shall cease and desist from using said Customer Equipment.

5.4. Recording of Two-Way Telephone Conversations

Customers shall not record two-way voice communications except as permitted under applicable law.

5.5. Further Limitations on Use of Equipment

Customers may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms in the Equipment, otherwise reduce the Equipment to a



human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Equipment, or otherwise transfer the Equipment to any third party.

6. Carrier Selection

Unless otherwise specified, COMSAT and/or the Satellite Service Provider shall select the carrier to terminate a Terminal-to-fixed or VoIP voice call. Collect calls will be terminated via a carrier selected by COMSAT and/or the Satellite Service Provider. Telephone company calling card calls will be terminated via the respective carrier extending the credit.

7. Discontinuance of Service for Cause

Upon non-payment when due of any sum owing to COMSAT, or upon a violation of any of the provisions governing the furnishing of any Earth Segment and/or Space Segment service hereunder, including but not limited to the provisions of Section 3.1, COMSAT may, upon seven (7) days' written notice to the Customer, without incurring any liability, forthwith discontinue the furnishing of said service until such violation or non-payment is rectified by the Customer to COMSAT's satisfaction.

8. Equipment Warranties

8.1. No Warranty Guarantees

Unless otherwise specified, COMSAT provides no warranty or guarantees for any Equipment sold by COMSAT to Customer. Unless otherwise explicitly provided for, all claims for warranty service for such Equipment shall be made directly to the Equipment manufacturer. COMSAT shall not be liable to any party for any loss, injury, harm, or damages, incurred by reason of or incidental to any malfunction or failure of such Equipment.

8.2. Shipping Costs, Duties, and Tariffs

Customer is responsible for all shipping costs associated with Equipment, including the shipment of Equipment by COMSAT to Customer upon purchase as well as the forward and return shipment of Equipment for repair, upgrade, replacement, or other purpose. For the purposes of this section, shipping costs include all costs associated with the shipment or transfer of Equipment, including but not limited to postage, freight fees, handling costs, packaging costs, insurance, broker fees, duties, tariffs, governmental fees, and taxes. All payments for Equipment must be received by COMSAT prior to the shipment of the Equipment.

9. Payment Arrangements

9.1. Payment for Services & Equipment

The Customer is responsible for payment of all charges, including all applicable taxes and/or government surcharges duties and fees for Earth Segment and/or Space Segment facilities and



services furnished by COMSAT, including charges for services originating or charges accepted at the Equipment and/or Customer Equipment. Such charges may also include Federal Universal Service, Regulatory and Administrative charges, and other charges related to COMSAT's governmental costs. Customer agrees to pay all such taxes, duties, and fees. All invoices are due and payable as follows: (i) for Equipment, in full within 15 calendar days from date of invoice; (ii) for prepaid COMSAT Service, in full within 15 calendar days from date of invoice; (iii) for COMSAT Services other than prepaid, in full within 30 calendar days from date of invoice. Payment shall be made in US dollars and include sufficient reference for proper identification of the invoice(s) paid. Customer may remit payment by wire transfer or check. For the avoidance of doubt, it is the Customer's sole responsibility to ensure that all Equipment, Customer Equipment, and/or networks are properly configured for the service that the Customer intends to utilize. COMSAT shall not, under any circumstances, abate or refund charges on the basis of Customer claims that Equipment, Customer Equipment, and/or networks were not properly configured at the time charges were incurred.

9.2. Billing and Collection of Charges

9.2.1. Charges for On-Demand Service are billed and collected by COMSAT or its concurring or other participating carriers or their foreign correspondents.

9.2.2. Charges for monthly service may be billed in advance.

9.2.3. COMSAT reserves the right to impose special billing arrangements when necessary, in COMSAT's judgment, to safeguard against abuse or unlawful or fraudulent use of service pursuant to Section 3.1.

9.2.4. Master Card, VISA, American Express, Diners Club, or other credit cards as COMSAT may designate from time to time may be used to pay for all Equipment and COMSAT Services, at COMSAT's sole discretion. COMSAT reserves the right to assess a processing fee to credit card transactions.

9.2.5. Invoiced amounts for COMSAT Service reflect the duration of the call to include the time to establish the communication link and the duration of the communication itself. Voice, fax, and circuit-switched data services are billed in 6-second increments with a minimum call charge of 30 seconds per call. Packet data services are billed in 1 megabyte increments with a minimum charge of 1 megabyte. Billing per megabyte may not apply to IP Services.

9.2.6. Unless otherwise specified, charges for subscriptions are billed one month in advance. Subscriptions may only be terminated upon written notice to COMSAT two months in advance or the effective date of such termination.

9.2.7. Subscriptions for IP Services, including BGAN, cannot under any circumstances be cancelled within the first twelve months of the subscription period.



9.3. Advance Payments

9.3.1. An applicant for Earth Segment and/or Space Segment services whose financial responsibility is not a matter of general knowledge or who is not connected in a substantial way with a firm, corporation, office or other concern of established credit, may be required to make an advance payment of at least one (1) month's estimated charge.

9.3.2. In the case where a Customer terminates Earth Segment and/or Space Segment service prior to the end of that month for which an advance payment of one (1) month's estimated charge is required, COMSAT will refund to the Customer the amount of that advance payment less any charge due COMSAT.

9.4. Deposits

9.4.1. COMSAT may, in order to safeguard its interests, require a Customer to make a deposit to be held by COMSAT as a guarantee of the payment of charges. (Note: The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the provisions set forth in this Section 9 and the prompt payment of bills on presentation.)

9.4.1.1. The deposit shall not exceed an amount equal to two months' estimated Earth Segment and/or Space Segment service charges for On-Demand Service.

9.4.1.2. For monthly or leased Earth Segment and/or Space Segment service, the deposit shall not exceed two months' service charges.

9.4.2. The deposit will be held by COMSAT and applied to any lapses in payment for service. Pursuant to Section 9.1, payment for Equipment and Service will be considered to have lapsed if not received by COMSAT: (i) 15 calendar days for Equipment; (ii) 15 calendar days for prepaid COMSAT Services; (iii) 30 calendar days of COMSAT Services other than prepaid within the invoice date. Upon written notification by COMSAT to the Customer of any lapse in payment, the Customer shall have 7 days to rectify the non-payment or have its service discontinued, pursuant to Section 7. COMSAT will accept, as payment, certified checks or wire transfers received within the 7-day notice period.

9.4.3. After 12 months of service, COMSAT will review the Customer's account and if payment of all bills has been received promptly upon presentation, COMSAT will apply the deposit to the Customer's service charges. If payment has not been received promptly, the deposit will be held and credited against the last month (or two) of service. If service is discontinued for any cause, the Customer is liable for payment of all sums due, any specified termination charges and any costs which COMSAT may incur as a result of service termination less any applicable deposit.

9.5. Bank Guarantees/Letters of Credit



In addition to a deposit (Section 9.4) and/or an advance payment (Section 9.3), COMSAT may require a Customer to provide a third party guarantee, bank guarantee, letter of credit, or other credit facility deemed by COMSAT to provide adequate assurance of payment. (Note: The fact that credit facilities have been provided in no way relieves the applicant or Customer from complying with the provisions set forth in this Section 9 and the prompt payment of bills on presentation.)

10. Governing Law

For any services and/or Equipment for which Customer is billed by COMSAT, Inc., these Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, U.S.A., without regard to that State's conflict of laws rules, and the venue for all actions related to the provision of such service shall be the State or Federal courts located in Virginia, U.S.A.

11. Liability of COMSAT

11.1. Except as otherwise expressly provided for herein, COMSAT makes no representations or warranties, express or implied, including, but not limited to, any statutory or common-law warranties, in connection with these Terms or any COMSAT Service provided hereunder. COMSAT shall not be liable to the Customer, and no credit shall be given hereunder, for any loss or damage sustained by reason of any act or omission of the Customer or any defect or malfunction in Equipment and/or Customer Equipment provided or used by the Customer, its employees, agents, subcontractors, assigns or any other party.

11.2. In the event of a failure, interruption, delay, defect, fault, or malfunction in the Earth Segment and/or Space Segment service provided by or requested to be provided by COMSAT that is not due to an act or omission of the Customer or not due to a defect or malfunction in Equipment and/or Customer Equipment, COMSAT shall abate or refund the charges applicable for the service hereunder for the affected service. In no event, however, shall COMSAT be liable for any mishandling or delay in or failure of delivery attributable to the U.S. Postal Service or any other mail carrier. Any claim of whatever nature made against COMSAT shall be deemed conclusively as having been waived unless presented in writing to COMSAT within ninety (90) days after the date of the affected service.

11.3. In no event shall COMSAT be liable to the Customer for any loss, injury, harm or damage sustained by reason of or incidental to a failure, interruption, delay, defect, fault, or malfunction in the Equipment sold or leased by COMSAT to Customer, nor shall COMSAT be required to abate or refund to Customer any charges for COMSAT Services affected by the failure, interruption, delay, defect, fault, or malfunction in such Equipment.

11.4. Except as provided in Section 11.2 above, COMSAT shall not be liable to any party for any loss, injury, harm, or damage incurred by reason of or incidental to any delay or interruption or fault or defect or malfunction of Earth Segment service and/or Space Segment



service, or for any failure in or breakdown of facilities associated with said service, or any other act or omission of COMSAT, the Satellite Service Provider, its concurring or other participating carriers and their foreign correspondents in connection with the Earth Segment and/or Space Segment service provided or requested to be provided hereunder, whatsoever shall be the cause of such delay, interruption, deficiency, defect, malfunction, shortcoming, fault, failure or breakdown, and whether negligent or otherwise, and however long the same shall last or however many occasions the same occurs.

- 11.5. COMSAT does not generate or initiate telecommunications, but provides services, facilities, and/or Equipment to its Customers for telecommunication transmission, and in no event shall COMSAT be liable for: (1) libel, defamation, slander, invasion of privacy, infringement of copyright or any other proprietary right arising from or in connection with the provision of Earth Segment and/or Space Segment service by means of COMSAT's facilities or the facilities of the Satellite Service Provider, or the use of Equipment provided by COMSAT; (2) infringement of patents arising from use of Equipment or from the combination, or use, of the facilities of COMSAT with Customer Equipment, apparatus and/or systems of the Customer; and (3) any loss or damage arising out of or in connection with an act or omission of the Customer in connection with the Earth Segment and/or Space Segment service, Equipment, and/or facilities provided by COMSAT or the Satellite Service Provider. The Customer shall indemnify and hold COMSAT harmless from all such liability, and shall protect and defend COMSAT against any claim, action, damage, or expense alleging such liability, and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against COMSAT in connection therewith.
- 11.6. The Customer agrees that the disclaimers of liability in this Section 11 apply in all respects to the Satellite Service Provider in addition to COMSAT. Customer further agrees to indemnify and defend COMSAT and the Satellite Service Provider in the event of any claims against either of them arising in connection with any of the causes set forth in Section 11.5 and shall protect and defend COMSAT and the Satellite Service Provider from any suits or claims related to such failure, and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against COMSAT and/or the Satellite Service Provider in connection therewith.
- 11.7. The provision of COMSAT Services may be interrupted from time to time for the purpose of routine maintenance of COMSAT facilities or for the purpose of maintenance of facilities owned by the Satellite Service Provider. In no event shall COMSAT be liable for damages incurred by the Customer as a result of such interruption. COMSAT's obligation to provide services hereunder in all cases shall be subject to the availability of satellite and/or Teleport capacity. Additionally, COMSAT Services may be interrupted periodically as required to comply with applicable laws, regulations, or standards, or due to reasons beyond COMSAT's control, including, but not limited to, Terminals, Equipment and Customer Equipment, blockages from buildings, operator error, radio or electromagnetic interference, rain fade,



geographical interferences with satellite signal due to topography, or non-availability of satellite capacity. Notwithstanding the provisions of Section 11.2, COMSAT disclaims all liability and obligation for any provision of credit or damages to Customer in the event of any outage described in this Section 11.7.

11.8. Notwithstanding any other provision herein, COMSAT shall have no liability in connection with events resulting from factors beyond its control or beyond the control of the Satellite Service Provider, including acts of God (including but not limited to, weather-related phenomena, fire or earthquake), war, riot, strike, terrorism, or orders of a governmental authority.

11.9. IN NO EVENT SHALL COMSAT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR UNDER THESE TERMS, INCLUDING LOSS OF REVENUE OR LOST PROFITS, REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES.

12. Glossary of Terms

COMSAT: COMSAT, Inc., a United States corporation headquartered in Virginia, U.S.A.

COMSAT Service(s): the use of Earth Segment and/or Space Segment service for the transmission of Customer telecommunications to and from Terminals via satellite. This includes, but is not limited to, IP Services and all C-band, and L-band services offered for sale or resale by COMSAT.

Customer(s): the entity utilizing the COMSAT Services described herein, including all employees, agents, or representatives acting on behalf of or at the direction of the Customer. The Customer is the end-user of the COMSAT Services, and is separate and distinct from the Service Provider.

Customer Equipment: devices or apparatus, including but not limited to computers, modems, routers and servers and associated wiring that are provided or used by a Customer and connected to or used in conjunction with the COMSAT Services.

Earth Segment: that portion of a telecommunications link provided (1) from the point of receipt of a Customer's circuits at a Teleport up to and including the transmission of those circuits to a satellite and (2) from the point of receipt of downlink carriers containing the Customer's circuits at a Teleport terminal up to and including the delivery of those circuits to the Customer via common carrier(s) or direct Customer interface with the Teleport terminal.

Equipment: Terminals, antennae, and related accessories, including network signaling units, firmware and software for use in conjunction with COMSAT Services. Equipment may be located at the Customer's premises or at a public or semi-public location.



FCC: United States Federal Communications Commission.

Inmarsat: Inmarsat Global Ltd., a company organized and existing under the laws of England and Wales that operates a satellite system providing Space Segment capacity.

IP Services: Any COMSAT Services that use the Internet Protocol to transmit and receive data and/or voice communications. Examples of IP Services include, BGAN and Iridium OpenPort.

Iridium: Iridium Satellite, LLC, a company that operates a satellite and ground system providing Space Segment and Earth Segment.

On-Demand Service: COMSAT Service initiated on request from a Customer. Such services include, but are not limited to, Inmarsat, Iridium and Thuraya services.

Satellite Service Provider: a satellite operator providing Earth Segment and/or Space Segment services, including, but not limited to Inmarsat, Iridium, , Thuraya, or a reseller providing such services.

Service Provider: the entity that establishes a contract with COMSAT to bill, promote and retail COMSAT Services to Customers.

Space Segment: that portion of a telecommunications link that consists of the receipt and amplification of an uplink carrier from a Terminal or Teleport and its retransmission in a downlink beam; Space Segment service must be combined with Earth Segment services at the receive/transmit point.

Teleport: ground segment service facilities owned by COMSAT, or any company controlled by, controlling or under common control with COMSAT, Iridium, Thuraya, Inmarsat, or other entity for positioning of earth station and switching facilities.

Terminal: a portable, semi-portable, or fixed transmitting and receiving unit used in conjunction with COMSAT Services by a Customer from a vessel, an aircraft, or from a point on land, or from such other locations approved by the appropriate Satellite Service Provider.

Terminal Activation and Configuration: the act of initiating and activating a Customer's Terminal for use with the system of a particular Satellite Service Provider, in accordance with the procedures and requirements established by such Provider.

Terms: the COMSAT Satellite Services Master Service Level Agreement and Terms and Conditions for Use and Sale of Services and Equipment.



Thuraya: a company that operates a satellite and ground system providing Space Segment and Earth Segment.

Type Approval: the Satellite Service Provider's approval of a Terminal model as a design suitable for use in that Satellite Service Provider's system.

VoIP: (Voice over Internet Protocol): a service allowing for the transmission of voice calls using Internet Protocol.