

LBISAT LLC CONDITIONS OF SALE

1. Priority of Terms and Conditions.

Unless otherwise agreed to in writing by an authorized representative of LBISAT LLC or any of its subsidiaries ("LBiSat"), the following terms and conditions are part of LBiSat's quotation and shall govern any resulting order. No term or condition stated to a purchaser or prospective purchaser of LBiSat's products ("Customer") in any solicitation, purchase order or contract shall become part of an order or shall otherwise be binding on LBiSat unless expressly agreed to in writing by an authorized representative of LBiSat. LBiSat's failure to object to any term or condition contained in any Customer communication shall not be construed as consent to such terms or conditions nor be deemed a waiver of any term or condition set forth herein. Use of Customer's purchase order number or any portion of said purchase order shall be for reference purposes only and shall not constitute agreement by LBiSat to any term in addition to or inconsistent with these Terms and Conditions of Sale or the Supplemental Terms and Conditions (as defined in Paragraph 22, below).

2. Commercial Contract.

Customer agrees that upon acceptance of delivery of any LBiSat product or services under this order that these Terms and Conditions of Sale and the Supplemental Terms and Conditions, if applicable, shall be considered valid and binding for the delivered order. All sales are made in strict accordance with these Terms and Conditions of Sale and the Supplemental Terms and Conditions, if applicable, and the foregoing terms and conditions, and any prices applicable to such sales, shall not be subject to the procurement regulations of any federal, state, local or foreign government unless expressly agreed to in writing by LBiSat.

3. Quotations, Prices and Taxes.

Quotations are valid for a period of thirty (30) days unless specified otherwise by LBiSat in a particular quotation. Prices do not include retailers, occupation, sales, use, privilege or excise tax, gross income or any other tax, duty, tariff, export, packing or other assessment which may arise from the sale of equipment or services quoted hereunder, and such amounts may be added to the price in the event LBiSat becomes liable to pay or bear the burden thereof. A request for exemption for any such tax, duty or assessment must be accompanied by a properly executed exemption certificate, specifying in detail the tax, duty or assessment from which an exemption is claimed, prior to shipment. A quotation by LBiSat does not constitute a contract and LBiSat reserves the right to withdraw or amend the same at any time prior to LBiSat's acceptance of a relevant contract or purchase order.

4. Order Acceptance by LBiSat.

No order shall be considered for acceptance by LBiSat unless Customer provides the following information in a complete and useable format to LBiSat: (a) LBiSat's Part Number and quantity of all products being ordered by Customer; (b) Price as agreed between LBiSat and Customer; (c) LBiSat's quote reference (if applicable); (d) Customer ordering contact name, telephone and email address; (e) Customer's "ship to" address; (f) Customer's billing address; (g) Customer's delivery date request; (h) Any special shipping requirements agreed to by LBiSat and Customer; (i) Freight compliance form; (j) Customer's shipping agent for the city in which LBiSat's facility is located; (k) A visible purchase order number and/or Customer reference number; (l) A completed credit application (if required by LBiSat); and (m) A letter of credit approved by LBiSat and/or cash payment from Customer as specified in Paragraph 7 or otherwise required by LBiSat. In addition, no order shall be considered accepted by LBiSat unless and until a written confirmation is provided by LBiSat to Customer.

5. Shipment and Risk of Loss. Equipment shall be packed, packaged and crated in accordance with LBiSat's standard commercial practices. All shipments are made "ex works", LBiSat's facility, unless otherwise agreed to in writing by LBiSat. Subject to Paragraph 8 and LBISAT's

right to stop delivery of products in transit, title and risk of loss shall pass to Customer upon delivery of the equipment at the ex works site. Unless otherwise instructed by Customer, LBiSat will prepay transit insurance and freight and bill Customer for such amounts. All shipments will be made at Customer's risk, and Customer will be responsible for making all claims with carriers, insurers, warehousemen and others for misdelivery, nondelivery, loss, damage or delay. LBiSat reserves the right to ship the products in any order and to make partial shipments, and further reserves the right to stop delivery of products in transit and to withhold shipments in whole or in part if Customer fails to make any payment to LBiSat when due or otherwise fails to perform its obligations hereunder. LBiSat may make partial shipments and submit invoices for such partial shipments in accordance with the payment terms set forth below.

6. Shipment Delays/Billing in Place. LBiSat may accelerate the completion of Customer's order, and, if the order completion is greater than seven days earlier than Customer's requested ship date, LBiSat will notify Customer in writing of the revised order completion date. If shipment does not occur when the order is complete due to a delay attributable to Customer, effective as of the date the order is deemed complete (a) subject to Paragraph 8, title to the shipment will automatically pass to Customer, (b) LBiSat will invoice Customer for completed goods and (c) Customer will pay in accordance with the terms of the original sale, as the goods will be deemed to have shipped in place. Any delay of greater than 15 days in shipment attributable to Customer, including but not limited to Customer's request to defer the delivery date, shall cause a storage charge of \$750 or 3% of the invoice price (whichever is greater) per month or any partial month to be billed to Customer, beginning on the 16th day of delay of shipment. LBiSat will insure against risk of loss, at Customer's expense, until physical shipment of the goods to a common carrier {W1854844.2}

7. Terms of Payment.

Payment may be made via electronic wire transfer to the bank account of LBiSat or cash in advance, unless otherwise specified. Payment for orders accepted on other terms shall be due in strict accordance with the terms quoted. Payment is considered made when received by LBiSat at its principal offices or at such other address as LBiSat indicates to Customer. Past due payments are subject to a service charge of 1.5% per month (18% annually) on the unpaid balance or the maximum legal rate permitted by applicable law, whichever is lower. If products are to be delivered in installments, Customer will pay for each installment in accordance with the terms specified herein. Payment must be made for the products regardless of whether Customer has made, or plans to make, any inspection of the products. LBiSat reserves the right, in its sole discretion, to reject Customer purchase orders or to withhold shipment of Customer orders if Customer's account is in arrears. Customer is responsible to LBiSat for all reasonable attorneys' fees, court costs, and/or collection agency fees should Customer default in payment. If the order is deemed to be a non-standard product, extends beyond 90 days to manufacture and ship, and/or the order exceeds \$250,000, then progress payments over the course of contract completion period will be required and specified in the contract.

8. Security Interest.

LBiSat reserves, and Customer hereby grants to LBiSat, a security interest in all products sold and all proceeds to secure the full payment and performance by Customer of its obligations and liabilities to LBiSat. Customer acknowledges that this document or copies of this document may be filed with the appropriate authorities as a financing statement and agrees to execute and deliver such other documents as LBiSat may request in order to evidence or perfect LBiSat's security interest.

9. Delivery.

LBiSat shall make reasonable efforts to meet delivery and performance dates, but shall not be liable for delays due to causes beyond its control, including but not limited to, acts of God, acts of the public enemy, acts of terrorism, acts of any Government or governmental entity, acts of Customer, its employees, agents, or subcontractors, fires, floods, strikes, freight embargoes, unusually severe weather conditions, inadequate transportation facilities, or any cause whatsoever

beyond the control and without the fault or negligence of LBiSat, its suppliers or subcontractors, whether similar to or dissimilar from the causes herein enumerated. In the event of any such delay, LBiSat shall be given a reasonable extension of time within which to complete performance.

10. Returns/Cancellations.

Orders canceled prior to shipment shall be subject to LBiSat's restocking charge then in effect, which may include a 100% cancellation fee. All requested returns of any equipment, accessories or products are subject to LBiSat's advance approval, which may be withheld at LBiSat's sole discretion. LBiSat reserves the right to use its sole discretion in determining the monetary value and terms, if any, to be refunded to Customer.

11. Change Orders.

Customer change orders must be in writing and no change shall be made pursuant to this Paragraph 11 unless agreed to in writing and signed by duly authorized representatives of LBiSat and Customer. If any such change causes an increase in the cost or the time required for the performance of any part of the work, an equitable adjustment shall be made in the contract price and schedule. LBiSat shall have no obligation to commence any extra or changed work without written agreement from Customer as to adjustments to contract price and delivery schedules affected thereby.

12. Termination.

In the event Customer becomes bankrupt or insolvent or has a receiver or liquidator of its assets appointed, LBiSat may immediately terminate its performance and stop all further deliveries, including stoppage in transit, and Customer shall pay a reasonable termination charge based on the actual costs incurred by LBiSat.

13. Final Acceptance.

Customer's express acceptance of any LBiSat product, or Customer's possession, use or beneficial use of such product for more than 30 days after delivery, shall constitute final acceptance thereof, and, except as provided in LBiSat's warranty below, shall waive all Customer claims of nonconformity of the equipment. Customer agrees that any product otherwise placed in service, used for any commercial traffic, or being operated in any way or placed in backup mode, or for any use or other manner will be considered as having achieved final acceptance by the Customer and payment in full will be expected in accordance with the terms quoted.

14. Specifications.

All equipment is manufactured and inspected by LBiSat in accordance with LBiSat's current product specifications and quality control procedures.

15. Specification Changes.

LBiSat's product specifications are subject to change without notice to Customer, provided such changes do not materially affect performance. Title to all materials and information, including but not limited to specifications, drawings, engineering data, and technical designs, provided to Customer by LBiSat at no cost shall remain vested in LBiSat, including the right to have such data and all copies returned to LBiSat upon request. All such information shall be kept confidential by Customer, except to any extent such information was previously known to Customer from sources other than LBiSat.

16. Inspection and Product Testing.

Prices do not include source inspections or product testing by Customer. Upon Customer's written request, LBiSat shall perform special product testing in accordance with Customer's special test requirements and shall add the cost of such tests to the purchase

order price. Should Customer withhold a percentage of LBiSat's compensation pending final acceptance testing and the commencement or completion of such tests is delayed by Customer for ten (10) or more days, Customer will be invoiced by LBiSat and agrees to pay within thirty (30) days of the invoice date.

17. Warranty; Indemnification.

LBiSat warrants solely to Customer that the products will be free from defects in materials and workmanship, under normal, proper and intended usage, for a period ending on the earlier of one year from the date of installation or fifteen (15) months from the date of original shipment, except that LBiSat warrants solely to Customer that earth station antennas (excluding all electromechanical drive systems, heating systems and electronic control systems) will be free from defects in materials and workmanship, under normal, proper and intended usage, for a period ending on the earlier of three years from the date of installation or thirty-nine (39) months from the date of original shipment. This warranty does not apply to expendable components, such as, but not limited to, fuses and bulbs.

LBiSat warrants solely to Customer that all field services, including but not limited to, tower erection, shelter placement, antenna/waveguide installation and on-site testing ("Services") will be performed in a professional and workmanlike manner and will conform in all material respects to the specifications therefore, if any, for a period ending on full acceptance by Customer. LBiSat agrees, to repair or replace (at LBiSat's option) all defective products, provided that Customer has given LBiSat written notice of such warranty claim within the warranty period set forth above and has returned said products to LBiSat facilities. If LBiSat is unable, after reasonable efforts, to repair or replace such defective products, Customer's sole remedy shall be the refund of an amount not to exceed the actual payments received by LBiSat for such products. All repairs will be done during normal working hours. All replaced parts shall become LBiSat's property. LBiSat may require the products to be shipped to LBiSat or elsewhere and returned to Customer, at Customer's expense, for warranty service to be performed. If LBiSat determines that products or Services for which Customer has requested warranty service are not eligible for warranty service, for any reason, Customer shall pay or reimburse LBiSat for all costs of investigating and responding to such request at LBiSat's then prevailing time and materials rates. If LBiSat provides repair services or replacement parts that are not covered by the warranty provided in this Paragraph 11, Customer shall pay LBiSat at its then prevailing time and materials rates. LBiSat shall have no obligation to make repairs, replacements or corrections which result, in whole or in part, from (i) normal wear and tear, (ii) catastrophe, fault or negligence of Customer, (iii) improper or unauthorized use of the products, (iv) use of the products in a manner for which they were not designed, (v) causes external to the products such as, but not limited to, power failure or electric power surges, or (vi) use of the products in combination with equipment or systems not supplied by LBiSat. If notified promptly in writing of any action (and all prior related claims) brought against Customer based on a claim that a product infringes any valid United States patent, copyright or trade secret, LBiSat shall defend such action at its expense and pay all costs and damages finally awarded in such action or settlement which are attributable to such claim. LBiSat shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. Customer shall cooperate fully with LBiSat in the defense, settlement or compromise of any such action. In the event that a final injunction is obtained against Customer's use of a product by reason of infringement of a valid United States patent, copyright or trade secret, or if in LBiSat's sole opinion any product is likely to become the subject of a successful claim of such infringement, LBiSat may, at its option and expense, (i) procure for Customer the right to continue using the product, (ii) replace or modify the product so that it becomes non-infringing (so long as its functionality is essentially unchanged), or (iii) accept the return of the product and refund to Customer the purchase price therefore, less any depreciation recognized by Customer for United States federal income tax purposes (for which Customer agrees to provide LBiSat with documentation sufficient to substantiate such depreciation) LBiSat may withhold further shipments of any such products. LBiSat shall not have any liability to Customer to the extent that any infringement or claim thereof is based upon (i) use of a product in combination with equipment or software not supplied by LBiSat where the product would not itself be infringing, (ii) compliance with Customer's designs, specifications or instructions, (iii) use of the product in an application or environment for which it was not designed or not contemplated hereunder, (iv) modifications of the product by

anyone other than LBiSat, or (v) any claims of infringement of any patent, copyright or trade secret in which Customer or any affiliate or customer of Customer has an interest or license. Customer shall not bring any suit or action against LBiSat for any reason whatsoever more than one year after the related cause of action has accrued. EXCEPT AS STATED ABOVE, LBISAT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING INDEMNIFICATION PROVISIONS STATE LBISAT'S ENTIRE LIABILITY WITH RESPECT TO INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, TRADE SECRETS AND OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE PRODUCTS. LBISAT'S MAXIMUM LIABILITY ARISING OUT OF THE SALE OF THE PRODUCTS OR THEIR USE, OR THE PROVISION OF SERVICES, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PAYMENTS RECEIVED BY LBISAT IN CONNECTION THEREWITH. IN NO EVENT SHALL LBISAT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING HEREUNDER OR FROM THE SALE OF THE PRODUCTS. Customer shall indemnify, defend and hold LBiSat harmless against all claims, liabilities, damages, expenses, judgments and losses (including reasonable attorneys' fees) arising from (i) infringement or alleged infringement of any patent, copyright, trade secret, trademark or other intellectual property or proprietary right as a result of LBiSat's compliance with Customer's designs, specifications or instructions, (ii) Customer's breach of any of its obligations hereunder and (iii) Customer's use and/or misuse of the products. No sale of any product shall be construed as granting to Customer any

license or other proprietary or intellectual property right applicable to the products. Customer may not alter or remove, and shall abide by, any patent, trademark, copyright, trade secret, proprietary or other notices contained on or in the products.

18. Compliance with Laws; Export Matters. Customer shall comply with all applicable governmental laws, ordinances, codes, rules, regulations and orders in its performance hereunder, and shall obtain all permits or licenses required in connection with the purchase, shipment, installation and use of any of the products. Without limiting the foregoing, the export of the products supplied hereunder may be subject to regulation or restriction under the Export Administration Act, the Arms Export Control Act or other laws. Therefore, prior to exportation, Customer must obtain any licenses which may be necessary under any of these laws and the regulations thereunder and supply LBiSat with copies thereof. Customer shall not sell, transfer or otherwise dispose of the products in violation of U.S. export laws. Customer agrees that the products will not be exported directly or indirectly from the United States, separately or as part of a system, without first obtaining a valid license from the U.S. Department of Commerce, Department of State or any other appropriate agency of the U.S. Government, as required, and otherwise in compliance with all U.S. Government Export Regulations. Customer shall have sole responsibility for obtaining all such licenses or other required permits at its sole cost and expense. Customer shall also have sole responsibility for obtaining any other documentation or assurances necessary for legal export, such as written assurances from a subsequent purchaser with respect to reexport. No failure to obtain any such license or documentation shall excuse any nonperformance by Customer of its obligations hereunder. Customer shall provide LBiSat with full information and documentation required by LBiSat to ensure that Customer has complied with all export restrictions and applicable U.S. export and import laws and regulations, including (but not limited to) the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR) governing the export of any controlled technical data provided as part of any LBiSat products or services. Customer, directly or through its representatives, shall not allow controlled technical data provided as part of any LBiSat products or services to be placed in the public domain, exported from the U.S., or given to any Foreign Person in the U.S., without the prior, specific written authorization of LBiSat and, as applicable, the U.S. Department of State or the U.S. Department of Commerce. A Foreign Person is any individual who is not a U.S. citizen or lawful permanent resident in

possession of an Immigration and naturalization Service I-551 "Alien Registration". Notwithstanding anything to the contrary herein, Customer's obligation to adhere to U.S. export and import laws and regulations shall survive the expiration or termination of this Agreement.

19. Assignment.

LBiSat reserves the right to assign, delegate or subcontract an order, in whole or in part, without the prior consent of Customer. Customer may not delegate any duties nor assign any rights or claims hereunder without LBiSat's prior written consent, and any such attempted delegation or assignment shall be void.

20. Severability.

If any term of this Agreement is in conflict with the national law, public policy, the laws of any economic community or free trade area of the country of performance, then such conflicting term shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be effected by such severance.

21. Governing Law.

An order is valid only when accepted in writing by LBiSat at the office designated on the front of LBiSat's quotation form. The contract arising therefrom shall be construed and enforced in accordance with the laws of the State of Utah, U.S.A., as a contract fully formed and to be fully performed therein, and without regard to its conflict of laws provisions; provided.

22. Supplemental Terms and Conditions.

Orders for Services shall be governed by the Supplemental terms and conditions incorporated by reference in LBiSat's quotation (the "Supplemental Terms and Conditions"). In the event of any conflict between the Supplemental Terms and Conditions and these Conditions of Sale, the Supplemental Terms and Conditions shall control the performance of all Services.

23. Notices.

Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three days after being sent via first-class mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. All terms and conditions herein are subject to change by seller without notice.

24. Waiver.

LBiSat shall not be deemed to have waived any provision hereof, or any breach by Customer of any provision hereof, unless specifically set forth in writing and executed by an authorized officer of LBiSat, and no waiver by LBiSat of any provision hereof or any breach by Customer hereunder shall constitute a waiver of such provision or breach on any other occasion.

25. Independent Contractors.

LBiSat and Customer, and their respective agents, vendors, subcontractors, employees, and those under its control shall perform all activities hereunder and under the Supplemental Terms and Conditions as independent contractors and shall not be deemed to be employees or agents of one another for any purpose whatsoever.