

SATELLITE SERVICES TERMS AND CONDITIONS

United States, Mexico, Central and South America

The following terms and conditions ("Terms and Conditions") apply to individuals and entities ("Customers") using satellite services, including but not limited to Inmarsat, Iridium, MarineSat/LandSat and GlobalStar services, and associated equipment provided by MarineSat Communications Network Inc., or Crystal Communications, Inc., a Florida corporation ("CCI").

1. PROVISION OF SERVICES AND EQUIPMENT BY CCI

CCI shall provide Inmarsat, Iridium, MarineSat/LandSat and GlobalStar services ("Services") and/or associated equipment ("Equipment") to Customers upon acceptance of a Customer's order. Provision of Services and/or Equipment shall be in accordance with these Terms and Conditions. All orders are subject to CCI'Ss receipt and approval of a completed credit application from Customer.

2. ORDERING SERVICES AND EQUIPMENT

Orders may be submitted to CCI either through a CCI **authorized** dealer ("Dealer") or by calling CCI directly on the following telephone numbers:

For US and Canada calls: +1-800-513-2422.

For International calls: +1-954-739-2422.

Customer is required to complete all applicable paperwork for the Services or equipment to be provided by CCI.

3. CUSTOMER PURCHASE ORDERS

If Customer issues a purchase order to CCI for Services or Equipment, such purchase order will be treated as an administrative document only and will not add to, delete from, or change any of these Terms and Conditions. Customer agrees to waive any future challenge to the enforceability of any purchase order on the basis that such purchase order was made and or confirmed by electronic means.

4. BILLING & PAYMENT

(A) **Services.** CCI will bill and Customer shall pay CCI for the Services provided by CCI and for all applicable federal, state, provincial, local and other taxes, which may be levied upon the Services.

(B) **Equipment.** Invoices for Equipment will be sent on or after the date of shipment and shall include all applicable federal, state, provincial, local and other taxes that may be levied upon the Equipment.

(C) **Payment terms.**

(i) Customer shall pay all invoices within thirty (30) days of the date of invoice.

(ii) Overdue payments shall be subject to a finance charge of the lesser of either one and one-half percent (1.5%) per month or the highest rate permitted by law.

(iii) Customer shall pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by CCI in collecting any late payments or late payment fees.

(D) CCI may require Customer to provide a third party guarantee, deposit, letter of credit, or other credit facility deemed by CCI, in its sole discretion,

necessary to provide adequate assurance of payment. The provision of such third party guarantee, deposit, letter of credit, or other credit facility does not relieve Customer of its payment obligations specified herein.

- (E) All charges will be in accordance with CCI'Ss then current charges for the applicable Service or Equipment.
- (F) Customer acknowledges its responsibility to provide and pay for all equipment and services required to connect Customer- provided equipment to the Services or Equipment.
- (G) Customer will notify CCI in writing of any disputes or disagreements with invoiced charges within thirty (30) days after the date of invoice. Thereafter, Customer shall be deemed to have waived its right to dispute charges. All disputed amounts resolved in Customer's favor will be credited against amounts owing on subsequent invoices.

5. SALE OF EQUIPMENT

- (A) **Delivery/Freight Charges/Risk of Loss:** Risk of loss in the Equipment shall transfer upon delivery to Customer and delivery shall take place when Equipment is shipped by CCI. Customer shall pay any costs incurred by CCI to ship the Equipment to Customer's designated location, unless otherwise agreed to prior to shipment. Any additional delivery terms for Equipment shall be mutually agreed to by CCI and Customer. CCI shall use commercially reasonable best efforts to comply with the delivery terms requested by Customer. In no event shall CCI have any liability in connection with any shipment, nor shall the carrier be deemed to be an agent of CCI.
- (B) **Partial Shipments.** Customer agrees to accept partial shipments unless otherwise specified in advance, particularly in cases where the Equipment is temporarily out of stock. In the event that ordered Equipment is not available, CCI will maintain a backorder list compiled by date. As backordered Equipment is received from the supplier, CCI will fill orders based on age of order. Customer is responsible for shipping charges for each partial shipment.
- (C) **Title:** Title to Equipment will transfer from CCI to Customer upon CCI's receipt of the full sale price and any applicable taxes, fees, and freight charges. Until such time, CCI shall have a lien on the Equipment. Customer will keep Equipment that is subject to CCI's lien free from any other liens, claims or encumbrances and will execute all such documents as may be reasonably required by CCI to evidence or perfect its security interest.
- (D) **Inspection & Acceptance:** Customer may inspect or test the Equipment that has been tendered for acceptance. Customer may require repair or replacement of nonconforming Equipment at no increase in price. Customer must exercise the post-acceptance rights provided by this Article (1) within thirty (30) days after a defect is discovered or should have been discovered and (2) before any substantial change occurs in the condition of the defective item, unless the change is due to the defect in the item.
- (E) **Warranty:**
 - (i) Except as provided by Article 5(C) above, CCI warrants that new Equipment delivered to Customer shall be free from defects in workmanship and material for a period of one year (365 days) and that all refurbished or used Equipment or accessories sold hereunder shall be free from defects in

workmanship and material for a period of sixty (60) days. The warranty period for Equipment shall commence at the time of delivery of the Equipment. All repairs covered by such warranty will be performed at no charge to Customer.

- (ii) All warranties offered by CCI are a "return to depot" warranty. If Customer requires a CCI technician to travel to Customer's location to perform warranty services, Customer is responsible for all costs associated with the travel including, but not limited to, transportation costs, living expenses, etc. CCI will provide a written estimate of travel costs upon request.
- (iii) This warranty does not extend to Equipment which is altered, improperly installed by a third party or which fails or is damaged after delivery due to accident, act of God, shipment or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the Equipment manufacturer's instructions or specifications provided by CCI at the time of delivery to Customer.
- (iv) CCI warrants that title to all Equipment delivered to Customer under these Terms and Conditions shall be free and clear of all liens, encumbrances, security interests, or other claims.
- (v) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFICALLY STATED HEREIN, CCI GIVES NO EXPRESS OR IMPLIED WARRANTIES OR REMEDIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND CCI DISCLAIMS ALL SUCH IMPLIED WARRANTIES AND REMEDIES.

(F) **Refunds/Restocking Fees:** There will be no refunds for used Equipment returned to CCI. Unopened Equipment, in its original packaging, that is returned to CCI for any reason is subject to a 15% restocking fee. All Equipment being returned to CCI must have a CCI-issued Returned Merchandise Authorization ("RMA") number prominently displayed on the packaging. An RMA number may be obtained by calling CCI Customer Care at the numbers listed in Article 6 below. Any Equipment returned without an RMA number will be refused by CCI and returned to Customer at customer's expense.

6. OPERATIONS CENTER

CCI operates a Customer Care and Operations Center which is functional 24 hours per day, 7 days per week, which may be contacted at the following telephone numbers:

- For US and Canada calls: +1-800-513-2422.
- For International calls: +1-954-739-2422.

The Operations Center provides Customers with operator assistance, operator intercept, mobile terminal commissioning, technical troubleshooting, and general customer assistance services.

7. OPERATING PROCEDURES

Customers shall follow the procedures ("Procedures") established by the entities that supply the Services and Equipment to CCI ("Suppliers") and such Procedures may be provided to Customer upon reasonable request to CCI. Customer acknowledges that the Procedures may be modified from time to time by Suppliers. CCI shall not be liable

for Customer's use of the Services or Equipment in a manner inconsistent with the Procedures provided by Suppliers.

8. SERVICE SPECIFIC TERMS AND CONDITIONS

(A) Inmarsat Services:

- (i) Identification Numbers - Unless specifically directed by a Customer, Customer shall be assigned a unique identification number for each Unit used by Customer, which is also referred to as an Inmarsat Mobile Number ("IMN"). Customer shall have no property right in the identification numbers assigned in connection with the Service and CCI may change such numbers at such time or times as CCI, in its sole discretion, considers necessary without any liability whatsoever.
- (ii) CCI's Nera Inmarsat Mini-m Terminals - All Nera Inmarsat Mini-m terminals distributed by CCI within North America and for use exclusively on CCI partner Land Earth Stations (LES's) may include software configured to use CCI's partner land earth station(s) and SIM Cards. All Nera Inmarsat Mini-m terminals distributed by CCI outside of North America to be used on CCI's partner land earth station(s) will not include this software. To change these default settings, the terminal must be returned to CCI for software replacement. Customer is responsible for all charges related to the software replacement.

9. SERVICE AVAILABILITY

The Services are provided on an "on-demand" basis and are subject to the availability of capacity on the applicable satellite network. Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by CCI or a Supplier or may be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of a Supplier. The use and restoration of Service shall be in accordance with Part 64, Subpart D of the FCC's Rules and Regulations, which specify the priority system for such activities. CCI has no liability for unavailability or malfunction of Suppliers' networks.

10. CONDITIONS OF OTHER CONTRACTS

The obligations of CCI and the terms of service and sale under these Terms and Conditions are subject to the terms of the agreements under which CCI purchases the Services and Equipment from Suppliers (each an "Other Contract"). To the extent fulfillment of any obligation under these Terms and Conditions is not permissible or possible under an Other Contract, the Other Contract shall prevail and such obligation shall be suspended or modified to the extent required by the Other Contract. CCI represents and warrants that it is not presently aware of any material respect in which these Terms and Conditions are inconsistent with an Other Contract.

11. ABUSE/FRAUDULENT USE OF SERVICES AND EQUIPMENT

(A) Customers shall not use the Services or Equipment in an abusive or fraudulent manner, including, but not limited to the following:

- (i) Accessing or attempting to access Services by using an unauthorized device or by tampering with or altering Equipment;

- (ii) obtaining or attempting to obtain permission to use Services or Equipment by providing false or misleading information;
 - (iii) obtaining Services or Equipment without having the intent to pay charges incurred;
 - (iv) intentionally interfering with or causing disruption in the provision of Services or Equipment to other Customers;
 - (v) using Services or Equipment to further criminal activity;
 - (vi) using Services or Equipment to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons;
 - (vii) using Services or Equipment in a manner that interferes unreasonably with the use of Services or Equipment by one or more other Customers.
- (B) CCI reserves the right to terminate use of the Services of any Customer engaging in abusive or fraudulent use of the Services or Equipment purchased from CCI.

12. DEFAULT AND TERMINATION OF SERVICES

- (A) The occurrence or happening of any one or more of the following events shall constitute an event of default if not remedied within ten (10) days after notice from CCI:
- (i) Use of the Services or Equipment in any manner or for any purpose contrary to law (see Article 16);
 - (ii) abuse or fraudulent use of the Services and/or Equipment (see Article 11);
 - (iii) failure to make any payments due as invoiced;
 - (iv) discovery by CCI that any representation or warranty made by Customer in any document furnished by Customer to CCI is incorrect;
 - (v) breach or violation of any of these Terms and Conditions by the Customer; or
 - (vi) commencement of any proceeding, whether voluntarily or involuntarily, relating to the Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally.
- (B) In the event of default, CCI may, at CCI's sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate Customer's Service without notice. CCI will bill Customer and Customer shall pay CCI, in accordance with Article 4, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, CCI shall incur no liability whatsoever. Customer shall be liable for all costs and expenses incurred by CCI due to default by a Customer, including but not limited to legal costs.
- (C) CCI may also terminate Services in the event that an Other Contract for purchase of Service and/or Equipment expires or is terminated, provided that termination of the Services shall only be with respect to the Service provided pursuant to that Other Contract.

13. WARRANTY, INDEMNITY AND LIMITATION OF LIABILITY

- (A) CCI shall not be liable to Customer, any user, or other person for:
- (i) Any indirect, consequential, incidental or special, exemplary or punitive losses or damages, including without limitation, loss of profits, loss of earnings, loss of business opportunities, or personal injury, however arising;
 - (ii) any acts or omissions of a telecommunications carrier unaffiliated with CCI whose facilities are used in providing the Services;
 - (iii) defamation, invasion of privacy, slander, libel, harassment or copyright infringement arising from material transmitted or received over CCI's or CCI's partner facilities;
 - (iv) infringement of patents or other intellectual property arising from use of the Services or Equipment or the use of the Services and Equipment in combination with Customer-provided services or equipment.
- (B) CCI does not undertake to transmit messages, but offers the use of its partner(s) facilities to Customers for the transmission of telecommunications services.
- (C) Customer agrees with CCI that neither CCI, CCI's Suppliers (as defined in Article 7 above), nor any of their respective affiliates, resellers or agents shall be liable on any basis whatsoever (including in contract and in tort) to Customer or Customer's customers for any direct, indirect or consequential loss, damage or expense, including, without limitation, loss of profits or revenues, loss of distribution rights, abortive expenditure or damage to property or injury or death to persons arising from or in connection with (a) any unavailability, delay, interruption, disruption or degradation in or of the space segment or of any telecommunications carried on in the space segment, regardless of cause including, but without limitation, equipment failure or malfunction; or (b) the suspension by CCI or CCI's Suppliers of the mobile earth station's authorization to use services provided by CCI or CCI's Suppliers, due to any cause whatsoever. Should CCI be found liable to Customer under these Terms and Conditions, IN NO EVENT SHALL CCI'S TOTAL LIABILITY IN ANY WAY ARISING FROM THESE TERMS AND CUSTOMER'S CONDITIONS EXCEED AN AMOUNT EQUAL TO THE LAST THREE (3) MONTHS OF PAYMENTS TO CCI UNDER THESE TERMS AND CONDITIONS.
- (D) Customer alone shall be responsible for all claims, actions, losses, costs and damages ("Liability") arising out of or relating to the acts or omissions of Customer in connection with this Agreement. Customer shall indemnify and hold CCI and its officers, employees and agents harmless from and against all such Liability.
- (E) CCI shall not be liable for any service outage or degradation in Suppliers' networks due to satellite malfunction or any other cause.
- (F) Each provision of this Article 13 is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this Article is held inapplicable or unreasonable.

14. CONFIDENTIAL INFORMATION

Unless Customer consents in writing, or disclosure is made pursuant to a legal proceeding, CCI shall keep confidential all information or data furnished by Customer or

otherwise acquired by CCI through performance. Such information will not be released by CCI to anyone other than: (i) Customer; (ii) a person who in the reasonable judgment of CCI is acting as an agent of Customer; (iii) to the commissioning entity or supplier or another telecommunications carrier provided that the information is to be used for the provision of Services and disclosure is made on a confidential basis with the information to be used solely for that purpose; (iv) an agent retained by CCI to collect outstanding balances owed to CCI by Customer; or (v) to a law enforcement agency whenever CCI has reasonable grounds to believe that Customer has knowingly supplied CCI with false or misleading information or is otherwise involved in unlawful activities.

15. NOTICES

All notices, requests, demands and other communications hereunder shall be effective upon delivery. Such notices shall be in writing and shall be sent by telecopy or nationally **recognized** overnight courier or delivered in person, addressed as follows:

Crystal Communications, Inc.
4814 W. Commercial Blvd.
Tamarac, FL 33319 USA
Tel: (954) 739-2422
Fax: (954) 739-7173

16. APPLICABLE LAW

- (A) Customer shall not use the Services for any purpose contrary to law. Customer agrees to abide by all of the current regulations in effect in countries where the Services or Equipment may be used, including licensing requirements. CCI shall not be held responsible for any operational restrictions, customs, license or permit fees required for operation in the destination country. In addition, CCI shall have no responsibility for fines associated with terminal seizure nor for legal ramifications of using Equipment in countries where it is prohibited. Customers are advised to contact the embassy or trade office of the destination country prior to entry into that country. Customer agrees to comply with relevant export and import laws in the United States and other countries to ensure the Equipment is not transferred in violation of such laws and to obtain any required export/import licenses or authorization**S**.
- (B) CCI will maintain such approvals, consents, governmental authorizations, licenses and permits as may be required to permit it to provide the Services and sell the Equipment.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (USA), without regard to that state's conflict of law rules.

18. ASSIGNMENT

CCI may, without the consent of Customer, (a) assign its right to receive payment hereunder to a third party and (b) assign its rights and obligations hereunder to a corporation, partnership or other business enterprise in which CCI has directly or indirectly, an ownership interest. These Terms and Conditions shall ensure to the benefit of, and shall be binding on Customers' and CCI's respective successors and permitted assigns.

19. FORCE MAJEURE

CCI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control ("Force Majeure"), including, without limitation, acts of God, fire, explosion, satellite failure, vandalism, cable cut, storm or other catastrophes, national emergency, insurrections, riots, wars or strikes, lock-outs, work stoppages or other LABOR disputes, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof. CCI's obligation to perform shall be suspended for the duration of a period of Force Majeure and shall resume as soon as reasonably possible, upon the cessation of the event of Force Majeure.

20. WAIVER OF COMPLIANCE

The waiver or the failure of CCI to enforce any of the provisions of these Terms and Conditions or to exercise any right or privilege hereunder, shall not be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

21. ENTIRE AGREEMENT

These Terms and Conditions including Customer's purchase order approved by CCI, if applicable, constitute the entire agreement between CCI and Customer relating to the subject matter hereof and supersede all prior agreements between the Parties with respect to such subject matter. There are no other oral or implied agreements, warranties or understandings between CCI and Customer with respect to such subject matter.

22. SEVERABILITY

If any provision of these Terms and Conditions shall 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. In the event that any such provision shall be declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it shall be modified to the scope, breadth or duration permitted by law and shall continue to be fully enforceable as so modified.

23. EFFECTIVE DATE

The Terms and Conditions set forth above are effective as of 1st April 2002, and shall remain in effect unless modified, revoked or terminated by CCI.