

## STANDARD TERMS AND CONDITIONS Satellite Telecommunication Service

### A. GENERAL

1. Pursuant to Form B – Satellite Access Service Application, the following are the terms and conditions that are applicable to the purchase of satellite telecommunication service from RAMTelecom. By accessing such services from RAMTelecom you are agreeing to these terms and conditions, which include certain disclaimers.

### B. DEFINITIONS

1. Customer - means a person (Firm, Association, Government, Corporation, etc.) who orders service from RAMTelecom or who is furnished service by RAMTelecom and who is responsible to RAMTelecom for the rates and charges and for complying with RAMTelecom's terms and conditions as set out herein.
2. Satellite Telecommunications Service ("Service") – shall mean the RAMTelecom furnished bandwidth-on-demand service utilizing KU-band satellites for voice, data and video communications as specified in Attachment C1. The service includes the earth station services, site survey, installation, maintenance and other services other than the RF Channel service furnished under RAMTelecom's Tariff CRTS 8001.
3. User means any user and/or reseller of the service furnished by RAMTelecom under the service agreement.
4. "Technical Support Services" shall mean technical support, extended warranties and training services as specified in Attachment C1 hereto.

### C. TERM OF SERVICE

1. Each Service Term shall be for no less than twelve (12) consecutive months from the date of activation of the service and shall extend until the end of the Customer's Service Term commitment as set forth on Form B - Satellite Access Service Application.
2. The Service Term shall end on the last day of the month of activation plus the term length. (example: Service activated August 15, 2004, for a term length of 12 months, will terminate August 31, 2005)
3. Unless either party gives at least sixty (60) days notice of its intention not to renew this Agreement, prior to the end of the initial Term or any subsequent Term, this Agreement will automatically renew for an additional term of twelve (12) consecutive months at the current rate for that term unless notified by the customer of the desire to renew at a different term, at the current rate for that term.

### D. SERVICE PLAN

1. Customer agrees to use and pay for the Service subject to the one-time charges, monthly fixed charges and bandwidth over-usage set forth on Form B – Satellite Access Service Application and terms set forth in Attachment C1.
2. Customer initially elects the Service Plan and grade of service set forth on Form B – Satellite Access Service Application.
3. Customer can upgrade to a higher Service plan and/or grade of service but may not subsequently downgrade to a lower service plan and/or grade of service for the balance of the Term.
4. Customer initially elects the Technical Support Services" set forth on Form B – Satellite Access Service Application and as described in Attachment C1.
5. Customer will purchase the satellite earth station product from RAMTelecom only. No other substitute will be allowed. This purchase is subject to the Standard Terms and Conditions – Purchase and Sale of Equipment - set forth herein.

### E. PAYMENT

1. The Customer is responsible for the payment of all charges for services furnished to it by RAMTelecom as specified on Form B – Satellite Access Service Application and/or the Quotation shall be paid by the Customer to RAMTelecom in full without any right of set-off or deduction.
2. In consideration of the services to be furnished by RAMTelecom, the Customer shall make an initial payment equal to the "Initial Payment" amount indicated on page 1 of form B and/or the Quotation, plus applicable taxes prior to the shipment of equipment and/or installation of equipment and/or activation of service. Any adjustments relating to the actual billable charges will be reflected on a subsequent invoice.
3. RAMTelecom will invoice the Customer, in advance of the next billing period, the charges related to the Service's monthly or annual recurring fees, and any bandwidth over-usage that occurred in the previous billing period. The Customer shall pay to RAMTelecom all invoices by the payment due date printed on the invoice or the 1<sup>st</sup> day of the month (whichever is earliest), during the term. When a payment due date is not clearly indicated on the invoice, the Customer shall pay all charges within thirty (30) days of the date of the invoice rendered by RAMTelecom.
4. Late payments will be applied on any overdue account. Late payments will be subject to late payment or interest charge at a rate of 2% per month (24% per annum), plus reasonable collection charges including attorney's fees. Acceptance by RAMTelecom of late or partial payments (even if marked "paid in full") does not waive its right to collect all amounts due from Customer. Customer waives any right, which it may have to set off any payment obligation.
5. When the service commencement date is a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly service fee for such calendar month shall be pro-rated based on a thirty (30) day month.
6. Where payments have been made for charges that should not have been billed, or that were over billed, the Customer will be credited with the overpayment back to the date of the error up to a maximum of three (3) months from the date of the error was identified. However, if the Customer does not dispute the charge within three (3) months of the date of a statement that shows the charges correctly, the right to have the excess credited for the period prior to such statement is lost.
7. RAMTelecom reserves the right to temporarily suspend service WITHOUT NOTICE when default of payment occurs. Any and all costs associated with the suspension or deactivation and/or the reinstatement or reactivation of the Service will be borne by the Customer.
8. Additional service charges will be applied to any dishonored payment. Dishonored Payment is any payment rejected, refused or declined by the Credit Card Company

and any "NSF" or returned items.

9. RAMTelecom shall have the right to increase its charges upon thirty (30) days prior written notice to Customer (a) due to any increases in the rates by carriers whose services are used by RAMTelecom in providing the Services; or (b) at any time provided that any such increase for Services shall not exceed 5% per annum. The new rates will be applied to the Customer regardless of the contract term for the Service.

### F. TAXES EXCLUDED

1. The amounts due and payable to RAMTelecom hereunder are exclusive of all federal, state, foreign, tribal, provincial and municipal taxes as well as any fees levies imposts, duties, tariffs, surcharges or any other assessments directly related to the service furnished which RAMTelecom may be required by law to collect from or pay on behalf of the Customer, or which the Customer is required to self-remit. The Customer shall pay all such taxes as required by law.
2. Without restricting the generality of the foregoing, Customers transmitting service from, and/or receiving service in British Columbia should satisfy themselves as to their tax self-assessment and/or remittance obligations, if any, pursuant to the SOCIAL SERVICE TAX ACT of that province.
3. Customer shall provide RAMTelecom with all applicable certificates of waiver, exemption, relief, or other reasonably satisfactory evidence of waiver, exemption or relief that may be required by any federal, state, provincial, local or foreign Tax authority pursuant to which RAMTelecom would be relieved of its obligation to charge Customer Tax in connection with this Agreement.

### G. SERVICE INTERRUPTION

1. The Customer shall not be entitled to any rebate for interruptions of service due to any degradation in performance, sun transit periods, weather (with regards to temperature, cloudiness, rainfall, wind, and other meteorological conditions), interruption caused by satellite operators, Internet backhaul operators or facilities not directly provided by RAMTelecom, or interruptions due to planned service maintenance outages, tests and adjustments necessary to maintain the service in satisfactory operating condition.

### H. PERMITS AND LICENSES.

1. RAMTelecom shall manage the satellite earth station transmitter license on behalf of the Customer. Customer shall obtain and maintain, at its own expense, all other necessary local regulatory and legal authorizations, licenses, approvals, certifications and permits, governmental or otherwise, necessary for Customer and its employees and agents to use the Services.
2. No license under patents (other than the limited license to use), or license in copyrights, trade secrets, or other intellectual property rights is granted by RAMTelecom or shall be implied or arise by estoppel, with respect to any Service offered under this Agreement.

### I. CUSTOMER'S OBLIGATIONS.

In addition to Customer's obligations set forth elsewhere herein, Customer shall:

1. Not display, use or register RAMTelecom, "RAMTelecom" trade names, emblems, trademarks, trade dress, logos or similar markings or make telephone or trade listings of such without first receiving RAMTelecom's prior written permission as to form and content and agreeing to the conditions of use imposed by RAMTelecom; and
2. Not disclose to other persons any technical, business, production secret or other confidential or proprietary information of RAMTelecom ("RAMTelecom"), or their affiliates that has been communicated to Customer or of which Customer has otherwise obtained knowledge (including the terms, conditions and pricing of this Agreement), irrespective of whether or not this Agreement is still in force and shall use information only for purposes of this Agreement and shall return such information and all copies on request.

### J. RAMTELECOM'S OBLIGATIONS

1. In addition to RAMTelecom's obligations set forth elsewhere herein, RAMTelecom shall provide and maintain the availability of and access to the Services for the Customer in accordance with the Quality of Service standards set forth on Attachment C1.

### K. LIMITATION OF LIABILITY

1. RAMTelecom shall not be liable to the Customer, except for damage to property or bodily injury, including death, caused by the negligence of RAMTelecom, its directors, officers, employees, or agents.
2. RAMTelecom, its directors, officers, employees or agents shall not be liable in contract or in tort to the Customer, user or any other person for bodily injury including death, or property damages caused by or to watercraft or aircraft, where applicable, when used in conjunction with RAMTelecom's service, howsoever caused, except for deliberate fault.
3. In no event shall RAMTelecom be liable to the Customer for any amounts representing loss of business, loss of profits or revenue or for indirect, special or consequential damages, foreseeable or not, arising from RAMTelecom's performance, improper performance or non-performance, negligent or otherwise, of its obligations.
4. All rights, defenses and immunities whatsoever available to RAMTelecom shall also extend to RAMTelecom's employees and agents acting in the course of or in connection with their employment or agency and for the purpose of the foregoing provisions. RAMTelecom shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its employees or agents from time to time.
5. The Customer shall indemnify and save harmless RAMTelecom, its directors, officers, employees, and agents or any of them from and against:
  - (a) losses, damages, costs, expenses or liabilities arising as a result of claims, actions or proceedings alleging the infringement of any patent, copyright, or design, or unauthorized use of proprietary technical information in respect of the facilities of the Customer, its agent or contractor, which are used in conjunction with RAMTelecom's service;
  - (b) losses, damages, costs, expenses, liabilities and claims arising out of an act or omission of the Customer, its directors, employees, agents, or contractors in respect of the use of the facilities furnished by RAMTelecom;
  - (c) losses, damages, costs, expenses, liabilities and claims arising out of bodily

injury including death, or property damage caused by or to watercraft or aircraft, where applicable, when used in conjunction with RAMTelecom's service, howsoever caused. The Customer can either obtain its own insurance to indemnify RAMTelecom or pay its proportionate share of RAMTelecom's cost of obtaining the necessary additional insurance;

- (d) any and all claims costs, expenses, fines, penalties (including legal fees and expert witness fees), liabilities and damages of any nature, arising from the content of any communications which are transmitted or received using the service provided by RAMTelecom; including but not limited to defamation, copyright infringement, passing off and acts of unfair competition;
- (e) infringement of intellectual property rights including patents arising from combining or using Customer- provided facilities with RAMTelecom's facilities;
- (f) illegal network activity such as: upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other material which: (i) is confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) is defamatory, obscene, related to child pornography, terrorism or hate literature; or (iii) constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing; and
- (g) any and all claims of any user or the Customer's customer.

6. As a condition of the service, RAMTelecom may require that the Customer shall hold a Comprehensive General Liability Insurance policy naming RAMTelecom as an additional insured but only with respect to liability, howsoever arising, save and except for damages caused by RAMTelecom's willful misconduct, with respect to the provisioning of RAMTelecom's service performed for or on behalf of the Customer and having an additional Insured limit in respect of any one occurrence of not less than an amount acceptable to RAMTelecom based on standard trade practice. RAMTelecom may require that a certified copy of the policy be kept in good standing and in full force and effect at all times throughout the operating term of the service and any extension or renewal thereof, plus twelve months "completed operation hazard". The policy shall provide that RAMTelecom be advised with thirty days notice in writing prior to any changes to the policy and that the policy shall not be amended or cancelled without RAMTelecom's prior written consent.

## L. GENERAL LIMITATIONS

1. RAMTELECOM DOES NOT REPRESENT NOR WARRANT THAT ANY SERVICE WILL BE CAPABLE OF ACHIEVING ANY SPECIFIC RESULTS IN THE CUSTOMER'S BUSINESS.
2. Subscriber agrees and recognizes that in order to assess and protect the overall performance of the Network, RAMTelecom and/or the Satellite Operator will periodically interrupt use of the Service for either of the following reasons:
  - i) to carry out regularly scheduled maintenance on the Network; or
  - ii) in unusual or abnormal situations or conditions.
3. RAMTelecom and/or the Satellite Operator will carry out scheduled periodic tests and maintenance on the Network during the period of 2:00 am to 7:00 am Eastern Time on Sundays. RAMTelecom and/or the Satellite Operator shall use reasonable commercial efforts to schedule and conduct its activities during periods of such interruptions, so as to minimize the duration of Service disruption.
4. Interruptions where unusual or abnormal conditions exist, shall be made by RAMTelecom and/or the Satellite Operator in its sole discretion. To the extent technically feasible, RAMTelecom shall give subscribers at least 48 hours notice of interruptions where unusual or abnormal conditions exist.
5. The terms and conditions of this Agreement as amended from time to time may be subject to the jurisdiction of the general governing body for telecommunications thereto (for example in Canada, the "CRTC" or "Industry Canada", and in the United States, the "FCC") and accordingly may be automatically amended from time to time upon the direction of such general governing body for telecommunications. In order to ensure fair access to the Service by all users, and to protect the integrity of the Service, RAMTelecom and/or the Satellite Operator shall be entitled to take steps to prevent improper or excessive consumption of Service bandwidth by Subscribers and other users of the Service. Without limiting the generality of the foregoing, RAMTelecom and/or the Satellite Operator reserves the right: (1) to prevent or limit clock and throughput rates of certain bandwidth-intensive activities such as, but not limited to, audio and video streaming, music peer-to-peer applications and automatic file exchange applications; and/or (2) to discontinue the provision of the Service via specific ports or communication protocols; and/or (3) to temporarily interrupt the service when computer viruses are known to exist on the Customer network or computer devices causing excessive use of satellite bandwidth. Web hosting or other content serving applications are not permitted. Use of the Service will be subject to reasonable bandwidth, data storage and like limitations, which RAMTelecom may revise from time to time without providing advance written notice to Customer.
6. RAMTelecom furnishes satellite telecommunications services subject to the availability of facilities in accordance with the Quality of Service standards set forth on Attachment C1.
7. RAMTelecom and/or the Satellite Operator reserves the right to perform tests and adjustments necessary to maintain its system and equipment in satisfactory operating condition and these tests and adjustments may cause temporary interruption of the service. These activities will be carried out at times and for durations which the customer will be advised of.
8. Notwithstanding the wording of any article herein, the Customer acquires services only from RAMTelecom and does not acquire any implied right, interest or title to or use of RAMTelecom's facilities.
9. RAMTelecom shall use its best efforts to avoid or minimize the change of its facilities used to furnish the service, but reserves the right to alter or change such facilities in accordance with its system and operating performance requirements in order to optimize the overall management of the satellite telecommunications system. In the event of any such alteration or change, RAMTelecom's liability is limited as stated herein,
10. The Customer is prohibited from using RAMTelecom's services and facilities, or permitting these services and facilities to be used for a purpose or in a manner that is contrary to law.
11. Where the Customer elects to subdivide for resale the service or any portion thereof, RAMTelecom makes no representation as to the technical suitability for a particular application of the service.
12. RAMTelecom cannot guarantee the privacy of information transmitted over the

Service. Messages may be subject to unauthorized third party interception and review.

13. Some content, products or services available on the Internet may be offensive, and/or may not comply with Laws. RAMTelecom assumes no responsibility or risk for access to and/or use of such content, product and services by it or any third party.
14. Use of the Service. Subscribers are prohibited from using the Service, or permitting the Service to be used, for a purpose or in a manner that: (1) is an Unauthorized Use; (2) is contrary to Laws including, without limitation, all copyright and trademark Laws applicable to any content or information transmitted via the Service; or (3) is contrary to this Agreement.
15. If Subscriber breaches the provisions of this Agreement with the result that: (1) the health of the satellite, the RAMTelecom managed network, the Service or other facilities of RAMTelecom and/or the Satellite Operator and/or Internet backhaul Service Provider are endangered; (2) the use of RAMTelecom services by other users of the Network is interfered with; or (3) the use of the Service constitutes an Unauthorized Use or is contrary to Laws; then in addition to all other rights it may have, RAMTelecom shall have the immediate right to prevent any or all Subscribers from accessing the Service or the Network to the extent necessary and for the time necessary (both as reasonably determined by RAMTelecom) to prevent such breach from continuing.
  - a) While using the Service, the Subscriber and/or any user may not:
    - (1) post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet;
    - (2) post or transmit messages constituting "spam", which includes but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers;
    - (3) post or transmit any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component;
    - (4) upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other material which: (i) is confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) is defamatory, obscene, related to child pornography, terrorism or hate literature; or (iii) constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing;
    - (5) send unsolicited, e-mail messages, including, without limitation, commercial advertising and informational announcements; or
    - (6) use another site's mail server to relay mail.

## M. TERMINATION OF SERVICES

1. The Customer may terminate the service thirty (30) days after having given written notice to RAMTelecom if during the operating term there is a continuous interruption of service for a period of thirty (30) consecutive days, due to failure of RAMTelecom facilities. The Customer shall be liable for and shall fulfill within thirty (30) days of such termination, all outstanding obligations up to the date of termination.
2. Interruptions due to actions or omissions of the Customer or user or the Customer's customers, agents, contractors or invitees, and non-rebateable service interruptions, shall not constitute cause for termination.
3. RAMTelecom may terminate the service thirty (30) days after having given written notice to the Customer if the Customer fails to pay any outstanding rates or charges due to RAMTelecom within thirty (30) days of the date specified for such payment.
4. If the Customer terminates the service prior to the end of the initial term or does not take the service on the commencement date agreed to by RAMTelecom and the Customer, for any reason other than as provided for in Section M.1 above, or if RAMTelecom terminates the service in accordance with the provisions of Section M.3 or M.6, the following termination liability shall apply:
  - (a) the Customer shall be liable for and shall pay within thirty (30) days of termination, a lump sum payment based on the present value of sixty (60%) percent of the outstanding balance of the monthly rates for the remaining period of the operating term, plus any unpaid non-recurring charges, and fulfill within thirty (30) days of such termination all other outstanding obligations up to the date of termination; and
  - (b) should RAMTelecom utilize the same facilities in furnishing service to the same or another customer under a new service request within the remaining period of the operating term, a pro rata adjustment to the Customer's termination liability specified in Section M.4 (a) above will be made based on the service commitment derived from the new service request over the remaining period of the operating term, taking into account all direct costs associated therewith.
5. Concerning the computation of liquidated damages in this Section M.4, the parties acknowledge and agree that any actual damages to be sustained by RAMTelecom would be difficult to establish and the stated formula represents a genuine method of pre-estimating such damages and is not construed, or intended to be, as a penalty.
6. RAMTelecom may terminate the service being furnished to the Customer in the event that the Customer:
  - (a) files an assignment for the general benefit of its creditors, makes a proposal to its creditors, consents to the issuance of a receiving order against the Customer or otherwise takes the benefit of insolvency or bankruptcy legislation;
  - (b) has a petition in bankruptcy filed against the Customer and such petition is not dismissed within 30 days after filing;
  - (c) is placed in receivership; or
  - (d) ceases to carry on business in the ordinary course.

## N. USE OF SERVICE BY THE CUSTOMER

1. The Customer may not rearrange, disconnect, remove or attempt to repair any facility used by RAMTelecom to furnish the service or permit others to engage in such activity without the prior written consent of RAMTelecom.
2. RAMTelecom has the right, if necessary, to perform an on-site inspection of facilities provided by the Customer to ensure that they are compatible with and shall not interfere with RAMTelecom's service. RAMTelecom shall also perform such on-site inspection at the request of the Customer to ensure compatibility. Should

RAMTelecom initiate such on-site inspections prior to the service commencement date, RAMTelecom will not charge the Customer for any expenses incurred in performing such on-site inspections. Subsequent to the service commencement date, RAMTelecom may initiate such on-site inspections, provided prior notice of any suspected interference has been given to the Customer by RAMTelecom and the Customer fails to correct the suspected interference within a reasonable period of time. Should RAMTelecom initiate such on-site inspections and:

- determines that the Customer's facility, or non-RAMTelecom equipment connected thereto, is interfering with RAMTelecom's service, RAMTelecom will charge the Customer for all expenses incurred in performing such on site inspections or;
- determines that the Customer's facility, or non-RAMTelecom equipment connected thereto, is not interfering with RAMTelecom's service. RAMTelecom will not charge the Customer for any expenses incurred in performing such on-site inspections.

## E. WARRANTY

1. Subject to Sections E.2 and E.4 below, RAMTelecom warrants that the equipment which it provides to the Customer pursuant to the terms herein shall be free from defects in workmanship and materials:

- in the case of new equipment, for a period of one (1) year from the date of delivery to the Customer or from the date specified by the Manufacturer or Supplier, whichever occurs earlier; and
- in the case of used equipment, for a period of fifteen (15) days from the date of delivery to the Customer or as provided by the Supplier, whichever is less.

Minor deviations in workmanship and materials, not affecting performance, shall not constitute defects in workmanship or materials.

2. This warranty shall be automatically cancelled, and RAMTelecom shall be absolved of any further liability or obligation hereunder:

- If repair or replacement of the equipment is required because of causes other than ordinary use, including: Accidents, neglect, misuse, transportation damage, improper installation or operation outside of published specifications;
- If the equipment is altered, modified, tampered with, abused, or subjected to unusual physical or electrical stress; or
- If the serial number or other means of identifying the equipment has been altered, removed, obliterated, defaced or damaged by interconnection to other equipment of the Customer; or
- From any cause beyond RAMTelecom or the Manufacturer's control; or
- has been repaired or altered by other than Manufacturer personnel and/or has been subject to the opening of any sealed cabinet boxes without Manufacturer's prior written consent; or
- has been used in any way other than in strict compliance with Manufacturer's installation and operation instructions provided with the Terminals.

3. Except as expressly stated herein, Customer shall make no other promises or representations to its customers on the behalf Manufacturer and their employees and suppliers.

4. RAMTelecom's warranty obligation shall be limited to the repair or replacement of any and all equipment, which has been promptly reported by the Customer as defective and has been so found by RAMTelecom upon inspection. Repair or replacement of defective items shall be at RAMTelecom's designated location but no later than ten (10) days after the expiration of the warranty period.

5. Shipping charges for the transportation of defective items to RAMTelecom's designated location shall be borne by the Customer, and return-shipping charges shall be borne by Customer. Any items, which are replaced, shall become the property of RAMTelecom.

6. Customer shall provide for any removal of the defective unit or component from any product with which it has been integrated subsequent to initial shipment by RAMTelecom. Replacement parts may be reconditioned and the warranty period for such replacement parts will be the longer of ninety (90) days or the balance of the initial warranty period for the product. The Terminals must be returned via a Return Material Authorization (RMA) number issued by Manufacturer's Network Operations Center. In addition to the RMA number all Terminals returned must include a written claim reciting the nature and details of the claim, the date the cause of the claim was first observed and the unit serial number. Customer will be responsible for shipping of any failed hardware to RAMTelecom's designated repair facility within seven days of the reported failure. Customer is responsible for all import/export documents, licenses, customs clearances and other requirements and charges associated with returns to and from the United States and for installation.

7. This warranty is not assignable. It shall apply only to the original Customer.

8. RAMTelecom provides no warranty for equipment which is sold to the Customer on an "as is" basis.

9. *THE FOREGOING EQUIPMENT WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER'S SOLE REMEDY FOR ANY BREACH OF WARRANTY IS THE REPAIR AND REPLACEMENT, AT RAMTELECOM'S OPTION, OF THE FAILED PRODUCT. RAMTELECOM NOR THE PRODUCT MANUFACTURER OR SUPPLIER MAKE ANY WARRANTY THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.*

## F. LIMITATION OF LIABILITY

1. The sole and exclusive remedy for breach of any and all warranties and the sole remedies for RAMTelecom's liability of any kind with respect to the equipment and all other performance or non-performance by RAMTelecom shall be limited to the express remedies set forth in this Agreement.

- RAMTelecom shall not be liable to the Customer or any user of the equipment, for special, indirect, consequential, or incidental damages (including, but not limited to, loss of profits, loss of use, loss of capital, cost of purchased or leased replacement goods) arising out of or in connection with the delivery, installation, use, repair, or performance of the equipment;
- RAMTelecom shall not be liable for any damages resulting from the Customer's or user's improper use, management or supervision of the equipment or the Customer's or user's actions or omissions;
- RAMTelecom's *MAXIMUM AGGREGATE LIABILITY OR EQUIPMENT PURCHASED, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNT PAID BY THE CUSTOMER TO RAMTELECOM FOR SUCH EQUIPMENT.*

2. All rights, defenses and immunities whatsoever available to RAMTelecom shall also extend to RAMTelecom's employees and agents acting in the course of or in connection with their employment or agency and, for the purpose of the foregoing provisions, RAMTelecom shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its employees or agents from time to time.

3. The Customer shall indemnify and save harmless RAMTelecom, its directors, officers, employees, and agents or any of them from and against:

- losses, damages, costs, expenses or liabilities arising as a result of claims, actions or proceedings alleging the infringement of any patent, copyright, or design, or unauthorized use of proprietary technical information in respect of the

## O. PURCHASE ORDER

1. Should the service to be furnished to the Customer by RAMTelecom be made subject of an order from the Customer, the standard terms and conditions specified herein shall be deemed to be the terms and conditions of such order and shall supersede and replace the terms and conditions of any such order.

## P. INTERCONNECTION

1. In the event that interconnection is required into the public switched telephone network and/or the Internet backbone, all terms and conditions, including rates and charges for the required interconnection as may be arranged by RAMTelecom with the appropriate telephone company and approved by the CRTC from time to time, shall form part of this Agreement, the Customer agrees as a condition of this Agreement, to be bound by and to abide by said terms and conditions.

## Q. INABILITY TO PERFORM

1. Neither party shall be held liable or deemed to be in default under the agreement, save and except with respect to the Customer's obligation of payment for services received, in the event that the performance or observance of its obligations is prevented or delayed by any circumstances beyond its control including but not limited to an act of God, warlike operations, riot, strike, lock-out or other industrial or trade dispute, fire, flood, tempest, catastrophic telecommunication failure beyond RAMTelecom's control, unavoidable accident or act of Government, courts or regulatory authorities.

## R. GOVERNING LAW

1. The rights of the Customer and RAMTelecom shall be determined in accordance with the laws in the Province of Ontario and the parties agree to submit irrevocably to the exclusive jurisdiction of its court.

2. For the purpose of Quebec Law, the parties hereby declare that they requested this agreement be written solely in the English language. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents compris et tous avis s'y rattachant, soient rédigés en langue anglaise seulement.

## S. WAIVER

1. Any delay or omission of RAMTelecom in the enforcement of any provision of these Terms and Conditions shall not affect the right of RAMTelecom thereafter to enforce the same provision. Nor shall the waiver by RAMTelecom of any breach of any provision of these Terms and Conditions be taken or held binding by the Customer, unless in writing, and such waiver shall not be taken or held to be a waiver of any future breach of the same provision or prejudice the enforcement of any other provision.

## STANDARD TERMS AND CONDITIONS Purchase And Sale Of Equipment

### A. GENERAL

Pursuant to Form B - Satellite Access Service Application, the following are the terms and conditions, which are applicable to the purchase of equipment from RAMTelecom. By accepting delivery of equipment from RAMTelecom you are agreeing to these terms and conditions, which include certain disclaimers.

### B. DEFINITIONS

- "Customer" means a person (firm, association, government, corporation, etc.) who purchases equipment from RAMTelecom and who is responsible for payment to RAMTelecom and for complying with the terms and conditions as set out herein.
- "User" means the Customer's customer using the equipment sold by RAMTelecom.

### C. PAYMENT

- The Customer is responsible for the payment of the charges related to the equipment furnished to it by RAMTelecom as specified on Form B - Satellite Access Service Application and/or the Quotation shall be paid by the Customer to RAMTelecom in full without any right of set-off or deduction.
- Unless otherwise agreed to the Customer shall make payment to RAMTelecom on or before the delivery of the equipment to the Customer.
- Additional service charges will be applied to any dishonored payment. Dishonored Payment is any payment rejected, refused or declined by the Credit Card Company and any "NSF" or returned items.
- All equipment remains the property of RAMTelecom until payment in full has been satisfied.

### D. TAXES EXCLUDED

The purchase price payable to RAMTelecom hereunder is exclusive of all federal, provincial and municipal taxes directly related to the equipment sold which RAMTelecom may be required by law to collect from or pay on behalf of the Customer, or which the Customer is required to self-remit. The Customer shall pay all such taxes as required by law.

- facilities of the Customer, its agent or contractor, which are used in conjunction with RAMTelecom's satellite telecommunications system;
- (b) losses, damages, costs, expenses, liabilities and claims arising out of an act or omission of the Customer, its directors, employees, agents, or contractors in respect of the use of the facilities furnished by RAMTelecom;
  - (c) infringement of intellectual property rights including patents arising from combining or using Customer-provided facilities with RAMTelecom's facilities.

**By Signing the Form B – Satellite Access Service Application, provided to you by an Authorized RAMTelecom Representative, Customer agrees with above Standard Terms and Conditions related to Satellite Telecommunication Services and Purchase and Sale of Equipment.**

**G. CANCELLATION**

In the event of cancellation by the Customer prior to delivery and/or installation of such equipment, the Customer shall be liable to RAMTelecom, within 30 days, for all costs and associated out-of-pocket expenses incurred or already committed by RAMTelecom, including fair and reasonable profit, with respect to procurement, delivery and/or installation of such equipment.

**H. SALES CONVEYS NO LICENSE**

The sale of equipment is subject in every case to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, to manufacture, duplicate or otherwise copy or reproduce any of the equipment (including software supplied with such equipment). Notwithstanding the aforesaid, the Customer may, with prior written consent from RAMTelecom copy technical manuals and other documentation provided with the equipment.

**I. TITLE AND RISK OF LOSS**

1. Title to the equipment shall pass to the Customer only upon payment in full.
2. Shipments are F.O.B. RAMTelecom's facilities, and will be shipped pursuant to Customer's written instructions. Terminals shall be packaged in accordance with Customer's instructions and in the absence of such instructions, RAMTelecom shall use good commercial practices to assure safe arrival of Terminals at destination. All title and risk of loss or damage passes to Customer upon delivery of the Terminals to the carrier at RAMTelecom's shipping point. Customer is responsible for all freight, insurance and other transportation charges (including applicable administration charges of RAMTelecom) upon payment terms as RAMTelecom may require, including prepay or COD. Customer is responsible for obtaining insurance and for filing and processing all insurance claims. RAMTelecom will declare the value of the shipment at full list price unless otherwise directed in writing by Customer. Terminals held or stored for Customer shall be at Customer's risk and subject to reasonable storage charges.

**J. EXCUSABLE DELAYS**

If RAMTelecom's performance of any of its obligations is prevented, restricted or interfered with by reason of fire or other casualty or accident; strikes or labour disputes; war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency; or any act or condition whatsoever beyond its reasonable control including delays due to omission or actions by the equipment manufacturer, RAMTelecom upon giving prompt notice to the Customer, shall be excused from such performance to the extent of such prevention, restriction or interference, provided RAMTelecom shall use its reasonable efforts to avoid or remove such causes of non-performance and shall continue performance hereunder whenever such causes are removed.

**K. VIENNA CONVENTION**

The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**L. GENERAL PROVISIONS**

1. The rights of the Customer and RAMTelecom shall be determined in accordance with the laws in force in the Province of Ontario and the parties agree to submit irrevocably to the exclusive jurisdiction of its court.
2. For the purpose of Quebec Law, the parties hereby declare that they requested this agreement be written solely in the English language. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents compris et tous avis s'y rattachant, soient rédigés en langue anglaise seulement.
3. The failure of RAMTelecom to insist upon the Customer's strict adherence to any provision herein on any occasion, or the waiver of a breach in any instance will not deprive RAMTelecom of the right thereafter to insist on strict adherence to that provision or any other provision herein, and will not be construed as a waiver of any subsequent breach, whether or not similar.
4. Should the service to be furnished to the Customer by RAMTelecom be made subject of an order (Purchase Order) from the Customer, the standard terms and conditions specified herein shall be deemed to be the terms and conditions of such order and shall supersede and replace the terms and conditions of any such order.
5. No assignment in whole or in part will be allowed except with prior written consent of RAMTelecom.
6. The terms and conditions set forth in this document shall form part of and be incorporated in any definitive Purchase and Sale Agreement entered into between the parties.