

## MOBIL SATELLITE INC. MOBIL SATELLITE SERVICE

### SkyEdge IP SATELLITE INTERNET ACCESS

#### FAIR ACCESS POLICY AND ACCEPTABLE USE POLICY

This Mobil Satellite SkyEdge IP Fair Access Policy ("CX FAP") governs the use of all Mobil Satellite Inc. SkyEdge-based services (the "Service"). The CX FAP is subject to the definitive agreement governing service provision between Mobil Satellite and the purchaser of the Service from Mobil Satellite ("Customer"). Customer's use of the Service constitutes acceptance and agreement of the terms and conditions of this CX FAP. Customer agrees that its customers and end-users ("Subscribers") are bound to these same restrictions, and that Customer shall strictly enforce all provisions of this CX FAP with such Subscribers. Any violation by its Subscribers may be considered a material breach by Customer. Should Customer fail to enforce this CX FAP, or be unable to comply with the network guidelines set forth by Mobil Satellite from time to time, Mobil Satellite may take such action as it deems necessary to protect the integrity of its Mobil Satellite network and resolve any CX FAP violation, including, but not limited to, denying further access to particular Subscribers or filtering as needed. Mobil Satellite reserves the right to modify or clarify this CX FAP at any time, without notice, effective upon posting the revised policy on the Mobil Satellite web site (<http://www.mobilsat.com/Satellite-internet-downloads/>)

Mobil Satellite reserves the right to prevent improper or excessive consumption of bandwidth. Customer should be aware that in the event of excessive bandwidth consumption, Mobil Satellite may, among other available actions, limit any excessive throughput, discontinue service via blocking of specific ports or communication protocols, and discontinue Service to the Customer or Subscriber with improper or excessive bandwidth consumption, whether intended or unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes). Mobil Satellite standard services are designed for typical "inbound" (from the remote VSAT unit to the Mobil Satellite hub) and "outbound" (from the Mobil Satellite hub to the remote VSAT unit) transmission

The broadband service described above is a shared (TDMA) service designed to provide access to the public internet, primarily for web browsing and email. Certain applications like VoIP, videoconferencing, and streaming media require a constant amount of bandwidth, and as a result consume more network resources than normal Internet access. I/We understand that any network usage of dedicated applications like those listed above may not function properly without additional service. Customer understands and acknowledges that it is their responsibility to identify their applications and the bandwidth requirements of their applications prior to ordering, and to order the correct service plan and any additional network resources when ordering service. Mobil Satellite reserves the right to throttle or suspend service to individual remote sites that exceed throughput limits per month.

#### **"Fair Access Policy - Commercial Grade Services**

**For its commercial grade services, including Mobil Satellite and custom and hybrid networks, Mobil Satellite does not pre-set throughput limitations or automatically throttle the Customer's data rate, based on actual throughput or bandwidth utilization. However, Mobil Satellite does closely monitor the aggregate network utilization and individual actual Customer throughput, on a per site basis. In the event that a Customer site or sites exceeds the average aggregate throughput for the class of service (i.e. Mobil Satellite Performance Series, Mobil Satellite Broadband and the corresponding data rate by fifteen percent (15%) or more or one standard deviation from the mean, which ever occurs first, then Customer site or sites will be considered out of specification for the and if Customer site or sites continue to remain out of specification for the network for a period of thirty (30) days or more then Mobil Satellite reserves the right to take**

**additional action to protect the fair access of network resources for other Mobil Satellite customers. Such additional actions may include but are not limited to, moving out of specification sites to a higher monthly rate and higher class of service that meets the traffic profile requirements, consultation with Customer to modify the nature of the site traffic profile and applications, and moving out of specification sites to a segregated portion of the network. Some actions a described above may require additional charges to Customer. All other terms and conditions of the Customer Agreement notwithstanding, Customer may elect at their discretion to pay said additional charges or to discontinue service for the out of specification site or sites."**

Mobil Satellite's inbound transmission technology is packet-driven in design. For example, applications that send small quantities of packets with large data payloads per packet may experience better performance than applications sending large numbers of packets with small data payloads. Consequently, monitoring, streaming or "pinging" applications that transmit a very high number of small packets consume disproportionate amounts of VSAT inbound bandwidth resources, and may impact the network performance negatively; these applications are, therefore, subject to regulation by Mobil Satellite. Customer's on-line activity will be subject to the then-current bandwidth, data storage and other limitations of the Service, which Mobil Satellite may, from time to time, revise in its discretion without providing advance written notice. Customer is also required to utilize. Customer agrees that it will not initiate, participate in, or allow any of the following activities through or in connection with the Service, which constitute examples of improper use of the Service and therefore are prohibited. In Mobil Satellite's sole discretion, Mobil Satellite may, WITHOUT NOTICE, SUSPEND OR TERMINATE Customer's access to the Service, upon the occurrence of any of the following events.

Customer may not:

1. Use the Service for illegal purposes or for the transmission of material that is known to be false, unlawful, harassing, libelous, defamatory, profane, invasive of another's privacy, abusive, threatening, harmful, vulgar, obscene, sexually explicit, hateful or otherwise objectionable; to post material, non-public information about companies, without the authorization to do so; to post or transmit third-party copyrighted information or in any way infringe on the intellectual property, contractual, or fiduciary rights of others; for the transmission of junk mail or chain letters, or to distribute bugs, viruses or such other harmful elements; to post improper messages; to attempt to break security, or in fact, to break security of any computer network, to access an account which does not belong to Customer, or any other act of a malicious nature which may reasonably result in harm or damage to another user's service, equipment, or privacy, including, but not limited to, any act of fraud; or to violate the terms of the agreement by which Customer is taking the Service from Mobil Satellite;
2. Post messages substantially similar in content to ten (10) or more news groups, forums, automated e-mail lists or other similar groups or lists (each a "List") or intentionally post to any List any content or information that violates or is otherwise inconsistent with the terms of use or other owner-published description of the group or List;
3. Send any spam, unsolicited mass distribution of e-mail or other solicitations, or otherwise unsolicited e-mail. Except as otherwise defined under applicable law, "unsolicited e-mail" does not include any message (i) addressed to an individual with whom the sender has a preexisting and ongoing business or personal relationship, (ii) received from a non-commercial organization or entity of which the individual is a pre-existing member or (iii) posted to a List that does not otherwise violate this policy. Conduct mail-bombing (sending mass amounts of email to one recipient or system) with the intent to render said system dysfunctional; or Syn-flood attacks (to overburden a recipients computer system by sending a high volume of spurious data which effectively impedes functionality, or totally disables recipient system) and any other methods of denial of service;
4. Engage in any of the foregoing activities by using the service of another provider, but channeling such activities through Mobil Satellite IP addresses as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing

activities if such use of another party's service could reasonably be expected to adversely affect the Service;

5. Improperly restrict, inhibit, or degrade any other Mobil Satellite customer's use of the Service, or restrict, inhibit, disrupt, degrade or impede Mobil Satellite's ability to deliver the Service and monitor its delivery of the Service;

6. Install automated search and retrieve programs or similar automated and manual routines which generate excessive amounts of net traffic;

7. Engage in any activity that compromises or threatens Mobil Satellite's ability to provide the Service in a reasonable and efficient manner. Examples of prohibited use include, but are not limited to, running servers for mail, http, ftp, irc, and multi-user interactive forums, and providing Internet access to others through a dial-up connection, multi-user interactive forums, or similar means;

8. Engage in any other activity which is in violation of law, or threatens the integrity of any computer system, or violates generally accepted standards of Internet conduct and usage, including but not limited to denial of service attacks, web page defacement, port and network scanning and unauthorized system penetrations. Mobil Satellite reserves the right to implement technical mechanisms which block postings and messages which, in Mobil Satellite's sole discretion, violate this CX FAP before they are forwarded or otherwise sent to their intended recipients. Mobil Satellite also reserves the right to take such action as may be necessary to protect the integrity of the network, including, but not limited to, regular system monitoring, as well as port scanning and shutting down of ports affected by viruses, worms or other malicious code. Customer agrees to comply with the laws, rules, regulations and policies applicable to any network, server, computer database, web site, newsgroup or ISP that is accessed through the Service. Any violation of such laws, rules, regulations or policies may serve as cause for Mobil Satellite to suspend or terminate the Service as provided herein. Nothing contained in this policy shall be construed to limit Mobil Satellite's rights or remedies in any way with respect to any of the foregoing activities, and Mobil Satellite reserves the right to take any and all additional actions that it may deem appropriate with respect to such activities, including without limitation, investigating suspected violations of this CX FAP, taking action to recover the costs and expenses of identifying offenders and terminating their access to and use of the Service, and levying cancellation charges to cover Mobil Satellite's costs in the event of termination of access to the Service. In addition, Mobil Satellite reserves at all times all available rights and remedies with respect to such activities at law or in equity.