

# Equipment Maintenance Agreement (EMA)

## Fixed Sites

Annual premium - 25% of the original equipment cost – paid annually in advance

Service Deductible - \$200 per truck roll

Replacement Hardware Deductible - out of warranty – 25%

## Mobile Sites

Annual premium - 15% of the original equipment cost – paid annually in advance

Service Deductible - \$200 per truck roll

Replacement Hardware Deductible - out of warranty – 25%

## Terms:

The term of this agreement is for 12 months from the date of the equipment purchase, and is applicable only to equipment bought from and installed by Mobil Satellite Technologies. Customer installed equipment is not eligible for coverage by this Equipment Maintenance Agreement. The Agreement may not be canceled or revoked, and no refund of any portion will be made for any reason. This Maintenance Agreement is fully transferable to a new owner of covered equipment for the remaining term of the covered period. At the end of the term of this agreement, it can be renewed on an annual basis. Once ordered, the order is non-cancelable. Any deposits or advance payments are non-refundable.

For all customers who have purchased an Equipment Maintenance Agreement, Mobil Satellite Technologies will restore all covered malfunctioning satellite equipment to good working condition by performing the following corrective maintenance as required:

- Diagnostic testing to determine the existence and cause of the malfunction
- Repair or Removal and replacement of any malfunctioning field equipment
- Re-pointing of the antenna in the event of misalignment
- Re-commissioning of modem and re-establishment of service

Maintenance includes travel and repair or replacement of purchased equipment where applicable. Mobil Satellite will provide onsite corrective maintenance for satellite terminals in the continental United States in accordance with the terms provided in this Agreement.

Onsite maintenance does not include any of the following:

- Maintenance, repair, or replacement of parts damaged or lost through theft, misuse, fault, or negligence of the customer, or causes external to the equipment, including, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure, or malfunction of data communication equipment not provided to customer by Mobil satellite Technologies, or from any cause other than intended and ordinary use.
- Maintenance, repair, or replacement of parts damaged or lost as a result of an improper or incomplete installation not performed by Mobil Satellite Technologies or Mobil Satellite Technologies designated sub-contractor.
- Changes, modifications, or alterations in or to the equipment by anyone other than Mobil Satellite technologies, their affiliates, subcontractors, and other agents, other than approved upgrades and configuration changes.
- De-installation, relocation, or removal of the equipment or any accessories, attachments, or other devices.

This Equipment Maintenance Agreement does not relieve customer of responsibility to attempt to return the unit to service by working with our live 7 day per week technical support staff. Customer specifically agrees to work with our telephone technical support staff to attempt to return the unit to normal service before an onsite service call will be dispatched. If all level 1 telephone technical supported procedures (re-booting, checking connections, upgrading to latest firmware, etc.) have been completed and the unit is still malfunctioning an onsite service call will be scheduled.

Next-day onsite support is not possible in many cases due to distance from the nearest technician. Service calls will be scheduled for the soonest possible time, but in any case a technician will be onsite within 4 business days.

This Equipment Maintenance Agreement incorporates all manufacturers' warranties normally provided by a dealer. Customer shall have no claims to any reimbursement by the manufacturer to Mobil Satellite Technologies for parts and/or labor.