

PRIME SATCOM CONSULTING LTD/PRIME SATELLITE BROADBAND

STANDARD TERMS AND CONDITIONS

1. Interpretation

1.1 In these Conditions:

"Account" means the account granted to the Customer by the Supplier pursuant to the Contract.

"Order Form" means the Order Form completed by the Customer.

"Conditions" means the terms and conditions set out in this document together with any amendments made thereto by the Supplier.

"Contract" means the contract for the purchase of Equipment and supply of the Services.

"Customer" means the person or Company to whom the Services are provided and whose name is set out in the Order Form.

"Equipment" means the purchased Equipment necessary for the Customer to access and utilise the Services and includes the antenna, radio equipment and indoor unit installed at the Customer's site.

"Licensed Programs" means the software programs necessary for the Customer to access and utilise the Services.

"Services" means the services supplied to the Customer by the Supplier pursuant to the Contract.

"Supplier" means Prime Satellite Broadband; a division of Prime Satcom Consulting Limited who are providing the Equipment and Services defined herein this Agreement.

"Service Fee" means the payments made by the Customer for the provision of the Services.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Purchase of Equipment and Supply of Services

2.1 Prime Satellite Broadband agrees to supply and install the Equipment to the Customer and provide Services for a minimum period indicated on the order form signed by the Customer or their representative. Equipment must be installed by an approved Certified installer.

2.2 Ownership of Equipment shall transfer to the Customer once payment and delivery is completed.

2.3 The Supplier shall take all reasonable steps to provide the Services in accordance with these Conditions and the Contract. Notwithstanding this, the Supplier shall not be liable if the Services are not provided in accordance with these Conditions or the Contract.

2.4 The Supplier reserves the right to interrupt the provision of the Services at any time. Notwithstanding this, the Supplier shall endeavour to keep interruptions to a minimum.

3. Equipment and Service Fees

3.1 The Equipment and Service Fees shall be as set out in the quotation or valid price sheet distributed to the Customer.

3.2 The Supplier reserves the right to amend the Equipment and Service Fees at any time. A 30 day notice will be given for any price amendment.

3.3 The Equipment and Service Fees attract applicable value added tax or delivery charge. Quotations and Price Sheets will state whether the prices include or exclude VAT and/or delivery

4. Payment

4.1 The Customer shall pay the Service Fees at the times, and in accordance with the method agreed, with the Supplier. Time of payment of the Fees shall be of the essence.

4.2 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

4.2.1 cancel the Contract; and/or

4.2.2 cease providing all or part of the Services; and/or

4.2.3 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of five per cent above the Bank of England base rate from time to time.

4.2.4 Demand immediate payment of all Fees due to the end of the contract period, whether service is supplied or not.

4.2.5 Decommission the Equipment.

4.3 Payment of purchased equipment and installation is due on the date of Order and delivery of Equipment shall not be started until this payment is received and funds cleared.

4.3.1 Service payments must be received at the start of each monthly service period and the first monthly period will start on the day the Equipment is activated.

5. Warranties and Liability

THE CUSTOMER'S ATTENTION IS DRAWN TO THE PROVISIONS OF THIS CLAUSE 5.

5.1 Except as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

5.2 Where the Services are supplied under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by the terms of these Conditions.

5.3 Given the fact that the Supplier has no control whatsoever over and in respect of the information on the Internet, the Supplier expressly excludes any warranties relating to the accuracy, integrity or authentication of such information or any files or data exchanged via the Internet.

5.4 The following provisions set out the Supplier's entire liability (including any liability for the acts and/or omissions of its employees, agents or subcontractors) to the Customer in respect of:

5.4.1 any breach of its contractual obligations arising under these Conditions or the Contract; and

5.4.2 any representation, statement or tortious act or omission, including negligence, arising out of or in connection with these Conditions or the Contract.

5.5 Any act or omission on the part of the Supplier or its employees, agents or subcontractors falling within Clause 5.4 above or any liability arising out of Clause 5.7 below shall, for the purposes of this Clause 5, be known as an 'Event of Default'.

5.6 The Supplier's liability to the Customer for death or injury resulting from its own or its employees', agents' or subcontractors' negligence shall not be limited.

5.7 Subject to the limits set out in Clause 5.8 below, the Supplier shall accept liability to the Customer in respect of damage to the tangible property of the Customer resulting from the negligence of the Supplier, its employees, agents or subcontractors.

5.8 Subject to the provisions of Clause 5.6 above, the Supplier's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to £1000.00.

5.9 Subject to Clause 5.6 above, the Supplier shall not be liable to the Customer in respect of any Event of Default for loss of profits, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.

5.10 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under these Conditions.

5.11 The Customer agrees to afford the Supplier not less than 120 days in which to remedy any Event of Default.

5.12 Except in the case of an Event of Default arising under Clause 5.6 above, the Supplier shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served notice of the same upon the Supplier within one month of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware, whichever is the earlier.

5.13 Nothing in this Clause 5 shall confer any right or remedy upon the Customer to which it would not otherwise be entitled.

5.14 The Supplier shall not be liable for any loss (whether direct or indirect) to the Customer, whether of data or otherwise, caused by any delay, deterioration or interruption in the provision of the Services.

5.15 If any claim is made against the Supplier in respect of:

5.15.1 the use or misuse of the Services by the Customer; and/or

5.15.2 the use or misuse of the Equipment by the Customer; and/or

5.15.3 any breach of these Conditions and/or the Contract by the Customer;
and/or

5.15.4 any damage caused to any Satellite as a result of an act or omission of
the Customer; and/or

5.15.5 an act or omission of the Customer that has led to the degradation
and/or interruption in the provision of services to the Supplier's other
Customers; and/or

5.15.6 any breach of the Acceptable Use Policy defined in Supplier's web site
www.primesatellitebroadband.com and/or

5.15.7 any matter arising out of or in connection with its Contract with the
Customer then the Customer shall fully indemnify and hold harmless the
Supplier against all losses, damages, costs and expenses awarded against, or
incurred by, the Supplier in connection with the claim or paid, or agreed to be
paid, by the Supplier in settlement of the claim.

5.16 The Customer shall assist the Supplier (free of charge) for the purposes of
any such proceedings and/or negotiations envisaged by Clause 5.15 above.

5.17 Due to the nature of the Services, the Supplier cannot and does not
warrant that they shall be interruption-free or free from defects and,
accordingly, shall not be liable for any losses, damages, costs or expenses
incurred by the Customer as a result of any defect in, or interruption (of
whatever duration) to, the Services.

5.18 The Supplier does not warrant that the Licensed Programs shall run
uninterrupted or that they are free from defects and, accordingly, shall not be
liable for any losses, damages, costs or expenses (whether direct or indirect)
incurred by the Customer as a result of any defect in, or interruption (of
whatever duration) to, the Licensed Programs.

5.19 The Supplier does not warrant that the Licensed Programs will operate with
Hardware and/or software not provided by it.

5.20 The Supplier does not warrant the availability of the Supplier's Website or
connection to the Services and shall have no liability whatsoever in relation to
such availability or otherwise. The accessing and provision of information and

Third Party services via the Services shall be subject to such Third Parties' terms and conditions if any. The Customer shall be liable for compliance with those terms and conditions and the Supplier shall have no liability whatsoever in relation to any Third Party service.

6. Undertakings by the Customer

6.1 The Customer undertakes that it:-

6.1.1 will not use the Services for any application which, in the Supplier's opinion, results in an unreasonable demand on the Bandwidth;

6.1.2 will not use the Services that breach the conditions specified in the Acceptable Use Policy defined in the Supplier's web site www.primesatellitebroadband.com;

6.1.3 will, for the purposes of accessing and utilising the Services, only use Equipment previously installed or approved by the Supplier and will not allow any alteration, adjustment, modification, repair or amendment to be made to any Equipment so authorised without the prior approval of the Supplier in writing. FAILURE TO COMPLY WITH THIS CLAUSE WILL AFFECT OTHER CUSTOMERS OF THE SUPPLIER;

6.1.4 will only allow Equipment to be installed by a person or entity previously approved of in writing by the Supplier;

6.1.5 will obtain and keep in force throughout the term of these Conditions and the Contract, all permits, consents, approvals, licences and authorisations required by virtue of it utilising the Equipment;

6.1.6 will, throughout the term of these Conditions and the Contract, comply in full with all legal requirements relating to the utilisation of the Equipment by it;

6.1.7 will obtain and keep in force throughout the term of these Conditions and the Contract, all permits, consents, approvals, licences and authorisations required by virtue of it accessing and utilising the Services;

6.1.8 will, throughout the term of these Conditions and the Contract, comply in full with all legal requirements relating to the accessing and utilisation of the Services by it;

6.1.9 will allow the Supplier or their authorised Agent access to the Equipment at their premises for the purposes of installation, maintenance, repairs and de-installation. The Supplier will provide at least one day's notice to the Customer before any access visit.

6.1.10 is at least 18 years old both at the date of agreeing to these Conditions and entering into the Contract.

7. Data Protection

7.1 The Supplier shall be entitled to place any information provided by the Customer in a manual and computerised database. Unless specifically requested and agreed in writing by the Customer, the Supplier will not pass on the Customer's personal details to other companies.

8. The Licensed Programs

8.1 The Licensed Programs and any trademarks or copyrights in and pertaining to them, together with any accompanying printed material and copies thereof, are owned by the person or legal entity stated as being the owner on the Licensed Program. The Customer undertakes that it will use the Licensed Programs in accordance with their terms and conditions and that it shall fully indemnify and hold harmless the Supplier in respect of any breach of those terms and conditions.

8.2 The Licensed Programs are protected by Copyright and Trademark Laws and International Treaty Provisions. No title, right or interest in or to any trademark, service mark, logo or trade name is granted by these Terms and Conditions.

9. Other Networks

9.1 If the Customer uses the Services to link into other Networks then the Customer undertakes that it will abide by the relevant Network's Use Policies. The Customer shall fully indemnify and hold harmless the Supplier against all losses, damages, costs and expenses (whether direct or indirect) awarded against, or incurred by, the Supplier as a result of the Customer not complying with the relevant Network's Use Policies.

9.2 The Supplier reserves the right to change the identity of the Network Provider at any time.

10. Satellite Change

10.1 The Supplier shall have the right, in its sole discretion, to use alternative satellites to provide the Services to the Partner. In the event that the Supplier changes the satellite it uses to provide the Services to an alternative satellite or an alternative satellite provider, the Customer shall use all commercially reasonable endeavours to assist and support the Supplier to provide the Services in a seamless and uninterrupted manner. The Supplier shall provide the Customer with not less than two (2) Months prior written notice of its intention to use an alternative satellite to provide the Services.

11. Maintenance and Repairs

11.1 The Supplier reserves the right to shut-down the Network or any part thereof at any time in order to carry out repair and maintenance work. The Supplier shall take reasonable steps to inform the Customer of such shut-downs but shall not be liable if it does not do so.

11.2 The Customer shall advise the Supplier of any break in service, however caused, not due to previously advised service outage. The Supplier shall have the option to take whatever action it is deemed necessary to restore service, including requesting a site visit when required. Whenever a site visit is required to restore service a charge will be made for the site visit and this charge will only be waived if the problem was due to a faulty part or workmanship occurring during the 12 month warranty period starting from date of service activation.

12. Force Majeure

12.1.1 The Supplier shall not be liable to the Customer or be deemed to be in breach of these Conditions and/or the Contract by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to any cause beyond the Supplier's reasonable control. Causes beyond the Supplier's reasonable control shall include, but not be limited to, the following:

12.1.1.1 Act of God, lightning, highly degraded weather conditions, solar interference, explosion, flood, tempest, fire or accident;

12.1.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

12.1.1.3 acts, omissions, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, local or

other authority or public telephone operators;

12.1.4 import or export regulations or embargoes;

12.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier or of a third party);

12.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

12.1.7 power failure or breakdown in machinery including the satellite.

12.2 If severe weather is forecast then the Supplier reserves the right to interrupt the Services for such period as is necessary.

13. Confidentiality

13.1 Each Party undertakes to keep confidential at all times all information (whether written or oral) that it shall have received concerning the business and/or affairs of the other party as a result of the discussions leading up to or the entering into of these Conditions and/or the Contract save that which is:

13.1.1 trivial or obvious;

13.1.2 required to be disclosed by virtue of a court order or statutory obligation;

13.1.3 in the public domain other than as a result of a breach of this Clause.

13.2 Each Party undertakes to enter into contracts of confidentiality with its employees, agents and subcontractors in order to ensure compliance with the provisions of Clause 12.1 above

14. Duration and Termination

14.1 These Conditions and the Contract shall come into force on the date set out in the Order Form ("the Commencement Date") notwithstanding the fact that the Services may not be being supplied as at that date. The Supplier shall be entitled to terminate the Contract and these Conditions at any time after the Commencement Date upon giving one (1) month notice to the Customer. The Customer shall be entitled to terminate the Contract and these Conditions at any time after the expiry of the minimum period indicated on the order form signed by the Customer or their representative from the Installation Date by giving two (2) months notice in Writing to the Supplier. In the event that the Customer terminates the Contract, it shall not be entitled to a refund or rebate of all or any part of the Equipment and Service Fee.

14.1.1 On Termination, any Services that have time to run beyond the termination date will remain in force until each Service Customer's minimum

contract period expires. The Customer would remain responsible for payment for the service until the Service Customer's minimum contract period expires

14.2 The Supplier shall be entitled to terminate the Contract without notice if:

14.2.1 the Customer commits a breach of any of the provisions of these Conditions or the Contract;

14.2.2 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Customer;

14.2.3 the Customer makes a voluntary arrangement with its creditors or becomes subject to an administration order;

14.2.4 the Customer goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the Supplier resulting from the re-organisation effectively agrees to be bound by or to assume the obligations imposed on the Customer under the Contract); or

14.2.5 the Customer ceases, or threatens to cease, to carry on business.

14.3 Any waiver by the Supplier of a breach of any provision of these Conditions or the Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision.

14.4 The rights to terminate these Conditions and/or the Contract given by this Clause shall not prejudice any other right or remedy of the Supplier in respect of the breach concerned (if any) or any other breach.

14.5 Upon the termination of these Conditions or the Contract for any reason and subject as otherwise provided in the Contract or these Conditions and to any rights or obligations which have accrued prior to termination, the Supplier shall not have any further obligation to the Customer.

14.6 Upon the termination of these Conditions or the Contract for any reason, the Customer shall not be entitled to claim any compensation whatsoever from the Supplier.

14.7 Upon termination, Clauses 1, 4, 5, 7, 8, 13, 14.6, 15.6, 15.7 and 16 shall remain in effect together with such provisions which expressly or by necessary implication will survive termination

15. Nature of Agreement

15.1 The Supplier shall be entitled to:

15.1.1 perform any of its obligations; and/or

15.1.2 exercise any of the rights granted to it through any other company which at the relevant time is its holding company or subsidiary (as defined by section 736 of the Companies Act 1985) or the subsidiary of any such holding company, and any act or omission of any such company shall be deemed to be the act or omission of the Supplier.

15.2 The Supplier shall be entitled to carry out any of its obligations through agents or subcontractors.

15.3 The Customer may not, without the prior written consent of the Supplier, sell, assign, mortgage, charge or dispose of any of its rights hereunder or sub-contract or otherwise delegate any of its obligations. The Supplier may sell, assign, mortgage, charge or dispose of any of its rights hereunder.

15.4 The Customer acknowledges that in entering into these Conditions and the Contract it does not do so on the basis of, or rely on, any representation, warranty or other provision except as expressly provided in these Conditions or the Contract and, accordingly, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law. The Customer accepts that the Supplier's employees, subcontractors and agents are not authorised to make any representation(s) concerning the Services unless those representations are confirmed by a Director of the Supplier in Writing. The Customer undertakes that it will not rely on, and accordingly waives any claim for breach of, any representation(s) which are not confirmed by a Director of the Supplier in Writing.

15.5 These Conditions and the Contract comprise the entire understanding between the parties regarding the provision of the Services and supersede all prior, written and oral understandings relating thereto. The Supplier reserves the right to amend these Conditions and the Contract at any time. The Customer shall only be entitled to amend these Conditions and/or the Contract if the prior, written consent of the Supplier is obtained. Amendments by the Customer shall only be valid if they are in writing and have been signed by a Director of the Supplier.



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15.6 Severability: If any provision of these Conditions and/or the Contract is held by any Court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Conditions and/or the Contract and the remainder of the affected provisions shall continue to be valid.

15.7 Governing Law: These Conditions and the Contract shall be governed by and construed in all respects in accordance with the laws of England and the parties hereto submit to the exclusive jurisdiction of the English Law Courts.

16. Notices

16.1 Any notice or other information required or authorised by these Conditions or the Contract to be given by either party to the other must be sent by first class registered post to the other party