



## **SATELLITE TRANSPONDER BOOKING POLICIES**

The following policies apply to bookings of Transponders owned or leased by or brokered through **E&E Enterprises Global, Inc.** ("E&E").

The following Terms and Conditions apply to all occasional and short-term (Occasional Use) satellite and transponder services provided by E&E, unless otherwise specified in writing from E&E.

These Terms and Conditions reflect those most frequently used by E&E. Additional terms and conditions may be applicable in certain circumstances. E&E retains the right to change or modify any or all of these Terms and Conditions for services not yet confirmed at any time in its sole discretion within the guidelines established by GSA. Customers should review these Terms and Conditions at [www.eeenterprisesinc.com](http://www.eeenterprisesinc.com) prior to placing an order.

### **1. INQUIRIES**

a. **E&E-owned/leased transponders:** E&E accepts INQUIRIES at any time, up to and including 2 hours prior to the requirement. Inquiries are held until one half hour prior to the requirement. Where possible, and on the customer's request, E&E will try to hold Inquiries even later.

All holds on Inquiries, however, may be cancelled if "CHALLENGED" (see 3 below).

Also, all holds on Inquiries must be confirmed by the Customer as binding at least 72 hours prior to the beginning of the scheduled space segment. If the Customer does not confirm by then, E&E reserves the right to cancel the Inquiry.

b. **Non-E&E-owned/leased transponders:** E&E accepts INQUIRIES on these transponders on similar terms to those referred to above. However, if the relevant carrier (owner or sub-lessor) has more restrictive hold or "Challenge" terms, the carrier's standards will apply. Call E&E to confirm which apply.

### **2. APPROXIMATE-OUT**

E&E allows APPROXIMATE-OUT times on all transponders booked by its customers, subject to the following requirements: to schedule a 15 minute approx., service must be 30 minutes in length; to schedule a 30 minute approx., service must be 60 minutes in length.

ALL APPROXIMATE-OUTS MUST BE "GOODNIGHTED" WITH E&E (call: (866) 314-5860 or 757-325-2940) IMMEDIATELY WHEN SERVICE IS COMPLETED.

FAILURE TO GOODNIGHT AN (SATELLITE TRANSPONDER BOOKING POLICIES Page 2)

APPROXIMATE OUT TO E&E IMMEDIATELY UPON THE COMPLETION OF SERVICE WILL RESULT IN IMPOSITION OF FULL CHARGES FOR THE APPROXIMATE TIME WITHOUT REGARD TO THE ACTUAL TIME USED.

### 3. CANCELLATIONS

- a. **E&E-owned/leased transponders:** All services on these transponders may be cancelled more than 14 days prior to the requirement without any penalty or charge, unless (i) the service was confirmed after being Challenged (see 4 (a) below), (ii) the service was acquired by Challenge (see 4 (b) below), or (iii) the services provided by E&E were recurring services contemplated by a specifically negotiated contract between the Customer and E&E.

If the cancellation by the Customer is 14 days or less prior to the event OR in any of the situations identified in (i), (ii) or (iii) in the prior paragraph, the Customer will be responsible for 100% of the charges which would have been incurred had the event not been cancelled.

Whenever the Customer which has cancelled its service is responsible for charges, E&E will use its best efforts, subject to market conditions then in effect, to re-market the cancelled segment. If E&E is successful, the proceeds received from the new user will reduce or eliminate the charges to the Customer. Under no circumstances, however, will the Customer be entitled to receive any proceeds received in excess of the Customer's own charges.

- b. **Non-E&E owned/leased transponders:** E&E will attempt to utilize the same standards for cancellation of these transponders. However, if the carrier or sub-lessor has a more restrictive cancellation policy, those policies will apply. Call E&E to check on which policies apply.

### 4. CHALLENGES

- a. Confirmation by Customer holding Inquiry If another potential user "CHALLENGES" a time segment, E&E will notify the Customer holding an Inquiry for that segment. The Customer must advise E&E within 24 hours of that notice that the Customer is confirming the Inquiry, which makes it into a binding commitment by the Customer. If the Customer does not confirm within that time or if the Customer specifies that it is releasing its Inquiry, the Inquiry will be considered released.

- b. Effect on User making Challenge If the original Customer's Inquiry is released, the user who made the Challenge will be considered to have made a binding commitment with respect to that time segment. Any change to or (SATellite TRANSPONDER BOOKING POLICIES Page 3) cancellation of the services will be treated as a cancellation subject to 100% charge to the user, as discussed in 3 above.

## 5. TEST TIME

When requested by the Customer, E&E will provide a reasonable amount of "TEST TIME" or "Setup Time" to the Customer prior to the scheduled requirement, if available. **TEST TIME IS NOT GUARANTEED.**

A Customer which has a strong need for Test Time should schedule additional time for such purpose at the time the service is scheduled.

## 6. PREEMPTION

E&E's PREEMPTION policies - on all transponders - are governed by the policies of the relevant carrier and by other contractual commitments which may be in place when a Customer commits to service on a specific space segment. E&E makes every effort to avoid preempting services to its Customers; nonetheless, it retains the right to do so based on the Carrier's policies or those contractual commitments and or governmental requirements. Customers are urged to discuss the specific Preemption policy when calling E&E with an Inquiry or Challenge or when making a firm commitment to a specific space segment. It is always E&E's policy to provide uninterrupted service to Government customers based on the urgency of need.

## 7. USE RESTRICTIONS

While most transmissions are allowed on most Transponders by most carriers, transmission of certain content is either prohibited or subject to restrictions by certain carriers. Customer shall comply with the usage policy of E&E or the relevant carrier and with all applicable laws and regulations.

Customers who anticipate transmitting content that might be subject to such prohibitions or restrictions are urged to inquire about the specific application of such usage policies when calling E&E before making a firm commitment to a specific space segment.

## 8. OUTAGE/INTERRUPTION CREDITS

If there is an outage or service interruption (an "outage") during a Customer's space service ("space segment"), Customer may be entitled an "Outage Credit" based on the policy of the relevant carrier. Customer should be aware that the standards for what constitutes an outage giving rise to an Outage Credit vary among carriers and among satellites and transponders. The Outage Credit, if any, given to a Customer will use the same formula as used by the relevant carrier and will only be given if and to the extent that the carrier provides a similar credit to E&E for such outage (except that Customer's relevant periodic service (SATELLITE TRANSPONDER BOOKING POLICIES Page 4) rate for the relevant space segment will be used for determining the amount of the Outage Credit). The Outage Credit, if any, will be provided as follows: (i) If Customer has paid for the space segment which was subject to the outage, the Outage Credit will be a credit against the next amount(s) due to E&E from the Customer or, if there are no such amount(s), a refund from E&E. (ii) If Customer has not paid for such space segment, the Outage Credit will be a reduction in the aggregate amount due with respect to such space segment. In all events, Customer will be responsible for paying the

entire amount of the fees for the space segment less the amount of any applicable Outage Credit per minute.

## **9. LIMITATION OF LIABILITY**

No warranties, express or implied or statutory, including any warranty of merchantability or fitness for a particular purpose is made by E&E with respect to any satellite capacity.

E&E shall not be liable under any circumstances for any direct or indirect lost profits or other incidental, special, punitive, consequential or similar damages incurred by Customer (collectively, "consequential damages"), whether or not E&E has been advised of the possibility of such damages by Customer. The term "consequential damages" includes, but is not limited to, cost of substitute services or facilities, loss of actual or anticipated revenues or profits, loss of business, customers or good will, downtime costs or damages and expenses arising out third party claims.

**IN NO EVENT WILL E&E'S LIABILITY TO CUSTOMER IN CONTRACT OR IN TORT EXCEED THE LESSER OF (i) THE FEES PAID FOR THE SPACE SEGMENT ACTUALLY PAID BY CUSTOMER OR (ii) THE ACTUAL DAMAGES PROVEN BY CUSTOMER AS DIRECTLY ATTRIBUTABLE TO E&E'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

## **10. MISCELLANEOUS**

In utilizing any space segment, Customer will comply with all applicable laws and regulations including, but not limited to, those regarding the operation or use of the satellite and the content of transmissions,.

Customer will be responsible for the payment of any applicable taxes and surcharges.

Customer shall not make any representation or warranty regarding the satellite, the transponder or the space segment without the express prior written consent of E&E in each instance.

(SATELLITE TRANSPONDER BOOKING POLICIES Page 5) Customer's use of the space segment does not convey any title of any kind with respect to the satellite or the transponder to Customer.

## **11. GENERAL -- IMPORTANT INFORMATION FOR CUSTOMERS**

In addition to the factors noted above, Customer should be aware that satellite carriers impose, both by contract and operating rules, a significant body of terms and conditions on users of their transponders, which apply to E&E and Customer. E&E's obligations to Customers will not exceed the corresponding obligations of the carrier to E&E. Accordingly, E&E cannot be responsible for any service disruptions or attendant damages that result from implementation of the relevant carrier's rules. Similarly, in situations where the carrier is by contract or rule absolved from responsibility or damages, E&E will not be responsible for any disruption or attendant damages that result from any action or inaction of a carrier or from equipment failures. It is Customer's responsibility to inquire and be informed of all such provisions and rules. The summary in these Terms and

Conditions is provided for Customer's convenience and should not be relied on as being all inclusive with respect to Customer's booking of any space segment through E&E. E&E will respond to specific questions from Customers with respect to applicable terms and conditions applicable to particular transponders.