



## **Terms and Conditions for use of Fleet Broad Band/BGAN services by E&E Enterprises Global, Inc.**

E&E Enterprises Global, Inc. 101 Research Dr. Hampton, VA 23666 757-826-9532

### **1. Introduction**

#### 1.1. Overview

(A) E&E Enterprises Global, Inc. Airtime Services consist of providing service for the provision of telecommunications between Terminals and other points as set forth herein, or the resale of such services.

(B) E&E Enterprises Global, Inc. Airtime Services to or from Domestic or International points may be regulated or restricted by the laws and regulations of the relevant national authorities.

(C) Except as otherwise provided herein, E&E Enterprises Global, Inc. does not generate or initiate telecommunications but offers Customers the use of its services for the transmission of telecommunications by such customers.

(D) The sale or lease of equipment consists of the sale or lease of terminals, antennae, and related accessories for use in conjunction with E&E Enterprises Global, Inc. Airtime Services.

#### 1.2. Availability of Services

E&E Enterprises Global, Inc. Airtime Services are furnished subject to availability of facilities, transmission capability, satellite coverage, satellite viability, atmospheric and like limitations. E&E Enterprises Global, Inc. shall have sole discretion for selection of the satellite systems and Teleports used to provide E&E Enterprises Global, Inc. services. Should it become necessary for E&E Enterprises Global, Inc. to change the Satellite Service Provider or Teleport through which the E&E Enterprises Global, Inc. Airtime Services are provided, E&E Enterprises Global, Inc. shall not be responsible for any costs associated with the realignment, recalibration or reconfiguration of Equipment and/or Customer Equipment.

#### 1.3. Service Coverage

The coverage area refers to the geographic area where E&E Enterprises Global, Inc. Services can be obtained. Coverage maps for E&E Enterprises Global, Inc. Services, as provided by the Satellite Service Provider, are available at [www.eenterprisesinc.com](http://www.eenterprisesinc.com) E&E Enterprises Global, Inc. disclaims any liability for any inaccuracies in such maps.

#### 1.4. Priority of Services

Where applicable, the use and E&E Enterprises Global, Inc. Airtime Services shall be in accordance with Part 64 Subpart D of the U.S. FCC's Rules and Regulations (specifying the priority system for such activities), or the comparable regulations of such other national administration that has jurisdiction over the provision and use of E&E Enterprises Global, Inc. services in question.

#### 1.5. Limitations on Duration of Connections

E&E Enterprises Global, Inc. reserves the right to limit the provision of E&E Enterprises Global, Inc. Services or to discontinue furnishing any service when necessary or appropriate due to shortage of facilities, distress or any other emergency situation, or other events, occurrences, or conditions beyond its reasonable control. Services may be preempted for the reasons specified above without the customer's prior approval or knowledge. E&E will notify the customer of preemptions as soon as practical and make every effort to ensure customer services are down for as little time as possible.

## 2. Inspections

E&E Enterprises Global, Inc. may for the protection of the relevant network, make such tests and inspections as may be necessary to determine that the requirements hereunder are being complied with in the operation of the Equipment, and/or Customer Equipment. E&E Enterprises Global, Inc. may stop its airtime service at any time because of a departure from any of these requirements.

## 3. General Use of Services and Equipment

Use of E&E Enterprises Global, Inc. Airtime Services shall be in accordance with any additional terms and conditions that may be imposed by the Satellites Owner.

### 3.1. Abuse or Unlawful or Fraudulent Use:

E&E Enterprises Global, Inc. Airtime Services (or the resale thereof) and equipment are furnished subject to the condition that there will be no abuse or unlawful or fraudulent use thereof. Abuse or unlawful or fraudulent use includes but is not limited to:

(A) Use of E&E Enterprises Global, Inc. Airtime Services owned by E&E Enterprises Global, Inc. or by the Satellite Service Provider or Equipment to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for such use.

(B) Obtaining, or attempting to obtain, or assisting others to obtain or to attempt to obtain, E&E Enterprises Global, Inc. Airtime Services by rearranging, tampering with, or making connection with any facilities of E&E Enterprises Global, Inc. or the Satellite Service Provider, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with the intent to avoid the payment, in whole or in part, of the regular charge for such services.

(C) Use of E&E Enterprises Global, Inc. Airtime Services or Equipment for a call or calls, or transmission of information, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.

(D) Use of E&E Enterprises Global, Inc. Airtime Services or Equipment to attempt to transmit, distribute or store any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, child pornography or otherwise objectionable material of any kind, including any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate applicable laws.

(E) Use of E&E Enterprises Global, Inc. Airtime Services or Equipment in any manner that would infringe, dilute, misappropriate, or otherwise violate privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information.

(F) Violation of any applicable laws or regulations including, but not limited to, laws regarding the transmission of technical data or software exported from the country of call origination through a service of E&E Enterprises Global, Inc.

(G) Use of E&E Enterprises Global, Inc. Airtime Services or Equipment in such a manner as to interfere unreasonably with the use of said service by one or more other customers.

(H) Any modification of any Equipment that is not approved by E&E Enterprises Global, Inc.

### 3.2. Suspension of Service

E&E Enterprises Global, Inc. reserves the right to suspend E&E Enterprises Global, Inc. Airtime Services for operational reasons, an emergency, or when instructed to do so by any competent regulatory, administrative, or judicial authority. This includes any period in which operation of the Equipment and/or Customer Equipment degrades the performance of the E&E Enterprises Global, Inc. Airtime Services beyond E&E Enterprises Global, Inc.'s acceptable operational parameters, including satellite interference. Customer shall obtain and maintain all permits, licenses, authorizations, and other approvals required for the provision of these E&E Enterprises Global, Inc. Airtime Services. Customer Equipment found not operating in compliance with national and/or international regulations, Customer further acknowledges that E&E Enterprises Global, Inc. has the right to suspend service until compliance is established.

### 3.3. Use of Facilities

Any Customer Equipment or other facility that is connected to or used in conjunction with, E&E Enterprises Global, Inc. or the Satellite Service Provider shall have characteristics and shall be operated so that it does not interfere with other services provided over any facilities of E&E Enterprises Global, Inc. or the Satellite Service Provider. Any required protective apparatus shall be provided by the Customer or E&E Enterprises Global, Inc. at the Customer's expense.

### 3.4. Intellectual Property Rights and Use of Name or Marks

(A) Use of E&E Enterprises Global, Inc. Services or Equipment in no way grants a right, title or interest in any patent, trademark, copyright or any other intellectual property right of E&E Enterprises Global, Inc. or any third party licensor, provider, or supplier.

(B) Use of the E&E Enterprises Global, Inc. name or any E&E Enterprises Global, Inc. mark or the name or mark of any third party licensor, provider, or supplier in any advertising, publicity, or in any other commercial manner is prohibited without the prior written consent of E&E Enterprises Global, Inc. or the third party licensor, provider, or supplier, as applicable.

## 4. Use of IP Services

### 4.1. System Management and Service Performance

The Customer is solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, that are or may become necessary to access.

## 5. Inspections

E&E Enterprises Global, Inc. may, for the protection of the relevant network, make such tests and inspections as may be necessary to determine that the requirements hereunder are being complied with in the operation of the Equipment, and/or Customer Equipment. E&E Enterprises Global, Inc. may interrupt service at any time because of a departure from any of these requirements.

## 6. General Use of Services and Equipment

Use of E&E Enterprises Global, Inc. Airtime Service shall be in accordance with any additional terms and conditions that may be imposed by the Satellite Service Provider.

### 6.1. Abuse or Unlawful or Fraudulent Use

E&E Enterprises Global, Inc. Airtime Service (or the resale thereof) and Equipment are furnished subject to the condition that there will be no abuse or unlawful or fraudulent use thereof. Abuse or unlawful or fraudulent use includes but is not limited to:

(A) Use of E&E Enterprises Global, Inc. Airtimes Services or Equipment to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for such use;

(B) Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, E&E Enterprises Global, Inc. Airtimes services by rearranging, tampering with, or making connection with any of E&E Enterprises Global, Inc. representative or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with the intent to avoid the payment, in whole or in part, of the regular charge for such service;

(C) E&E Enterprises Global, Inc. Airtime Services or Equipment for a call or calls, or transmission of information, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;

(D) E&E Enterprises Global, Inc. Airtime Services or Equipment to attempt to transmit, distribute or store any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate applicable laws;

(E) E&E Enterprises Global, Inc. Airtime Services or Equipment in any manner that would infringe, dilute, misappropriate, or otherwise violate privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information;

(F) Violation of any applicable laws or regulations including, but not limited to, laws regarding the transmission of technical data or software exported from the country of call origination through a service of E&E Enterprises Global, Inc.

(G) E&E Enterprises Global, Inc. Airtime Services or Equipment in such a manner as to interfere unreasonably with the use of said service by one or more other customers; or

## 6.2. Data Management and Responsibility

The Customer is responsible for management of Customer's information, including but not limited to back-up and restoration of data (for example, address book and calendaring information), erasing data from disk space Customer controls and changing data on or settings for Customer Equipment. E&E Enterprises Global, Inc. is not responsible for the loss of Customer's data or for the back-up or restoration of Customer's data regardless of whether this data is maintained on E&E Enterprises Global, Inc.'s servers or on the Customer Equipment.

## 6.3. Security

The Customer is responsible for development and maintenance of any security procedures Customer deems appropriate, such as log-on security and encryption of data, User ID, alias, and password on Equipment and Customer Equipment. E&E Enterprises Global, Inc. is not responsible in the event that any party changes the information on Customer's account, including without limitation, Customer's alias, User ID, password, or security information. E&E ENTERPRISES GLOBAL, INC. STRONGLY RECOMMENDS THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, FIREWALL, AND ANTI-SPY SOFTWARE, AS WELL AS THE USE OF ANTI-SPAM EMAIL SOFTWARE AND FREQUENT PATCHING OF ANY GENERAL USE SOFTWARE. E&E Enterprises Global, Inc. disclaims all liability for any damages that may occur as a result of spam or spam filters, viruses, spyware or any other type of malicious code or software. Customer acknowledges that E&E Enterprises Global, Inc. may change password(s) on Equipment without prior notification.

## 6.4. Use of IP Address

To enable the provision of E&E Enterprises Global, Inc. Airtime Services, E&E Enterprises Global, Inc. may provide Customer with a static or dynamic IP address. IP addresses are a finite resource and E&E Enterprises Global, Inc. must ensure the most efficient use of each address. Accordingly, Customer agrees to the following:

(A) E&E Enterprises Global, Inc.'s assignment of a static IP address to a Customer does not create any property rights in the Customer to that particular IP address.

(B) E&E Enterprises Global, Inc. reserves the right, at any time, to request that a Customer provide justification, to E&E Enterprises Global, Inc.'s satisfaction, as to why Customer requires a static IP address assignment.

(C) E&E Enterprises Global, Inc. reserves the right to reclaim a static IP address from Customer and to assign Customer a different address, either static or dynamic. E&E Enterprises Global, Inc. shall not be liable for any damage that may occur to Customer or Customer Equipment as a result of such action.

## 6.5. E&E Enterprises Global, Inc. Network

For the purposes of back-up and maintenance, E&E Enterprises Global, Inc. may use, copy, display, store, transmit, translate, rearrange, reformat, view and distribute Customer's information to multiple E&E Enterprises Global, Inc. servers. E&E Enterprises Global, Inc. does not guarantee that these procedures will prevent the loss of, alteration of or the improper access to, Customer's information.

## 6.6. Monitor of Network Performance

E&E Enterprises Global, Inc. automatically measures and monitors network performance and the performance of Customer's Internet connection and the E&E Enterprises Global, Inc. network. E&E Enterprises Global, Inc. also may access and record information about Customer Equipment and settings and the installation of software E&E Enterprises Global, Inc. provides in order to provide customized technical support. Customer agrees to permit E&E Enterprises Global, Inc. to access and record such data for the purposes described herein. E&E Enterprises Global,

Inc. does not share such information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of E&E Enterprises Global, Inc. or its authorized vendors, contractors and agents. Customer acknowledges and consents to E&E Enterprises Global, Inc.'s monitoring of Customer's Internet connection and network performance, and the access to and adjustment of Customer's computer settings, as they relate to the E&E Enterprises Global, Inc. Service, software, or other services which E&E Enterprises Global, Inc. may offer from time to time.

#### 6.7. Limitations of VoIP Emergency Services

**This section applies only to E&E Enterprises Global, Inc.'s Customers physically located in the United States and using E&E Enterprises Global, Inc. Airtime Services.** E&E Enterprises Global, Inc.'s VoIP emergency services may not be available or may be limited in comparison to Traditional E911 service. Customer agrees to the following:

(A) VoIP EMERGENCY SERVICES WILL NOT OPERATE DURING A POWER OUTAGE. Once power is restored, the Customer may be required to reset or reconfigure its equipment before the VoIP service can be used to contact 911 emergency services

(B) VoIP EMERGENCY SERVICES WILL NOT OPERATE IF THE CUSTOMER'S INTERNET CONNECTION IS DISRUPTED OR IF THE CUSTOMER'S VoIP SERVICE HAS BEEN SUSPENDED FOR ANY REASON.

(C) VoIP EMERGENCY SERVICES MAY BE DELAYED OR DROPPED DUE TO NETWORK CONGESTION ON THE INTERNET.

(D) EMERGENCY RESPONSE PERSONNEL WILL NOT AUTOMATICALLY RECEIVE A CUSTOMER'S CALL BACK TELEPHONE NUMBER OR PHYSICAL LOCATION.

(E) VoIP EMERGENCY SERVICES WILL NOT OPERATE UNTIL THE CUSTOMER'S SERVICE ADDRESS IS REGISTERED WITH E&E ENTERPRISES GLOBAL, INC. A Customer may register its service address by calling E&E Enterprises Global, Inc.'s Customer Support Center at 949-916-4411.

(F) VoIP EMERGENCY SERVICES WILL NOT OPERATE CORRECTLY IF THE CUSTOMER CHANGES ITS SERVICE ADDRESS WITHOUT NOTIFYING E&E ENTERPRISES GLOBAL, INC.

(G) VoIP EMERGENCY SERVICES WILL NOT OPERATE CORRECTLY FOR UP TO TWO BUSINESS DAYS AFTER THE CUSTOMER NOTIFIES E&E ENTERPRISES GLOBAL, INC. OF A CHANGE TO ITS SERVICE ADDRESS.

(H) VoIP EMERGENCY SERVICE CALLS MADE FROM A LOCATION OTHER THAN THE CUSTOMER'S SERVICE ADDRESS MAY NOT BE ROUTED TO THE CORRECT LOCAL EMERGENCY SERVICE ANSWERING POINT.

(I) VoIP EMERGENCY SERVICE CALLS MAY BE ROUTED TO A GENERAL TELEPHONE NUMBER FOR THE CUSTOMER'S LOCAL EMERGENCY RESPONSE PERSONNEL.

## 7. Use and Connection of Equipment

### 7.1. Terminal Licensing

**It shall be the sole responsibility of the Customer to secure and maintain all governmental licenses, permits and approvals required in connection with the installation, operation, and/or use of the Customer's Terminal in any jurisdiction.** It shall also be the responsibility of the Customer to install and maintain all Terminals such that they continue to meet the system requirements of both E&E Enterprises Global, Inc. and the Satellite Service Provider.

### 7.2. Connection of Customer Equipment

The Customer Terminal must be approved by the Satellite Service Provider for access to such provider's network (by means of Terminal Activation and/or Type Approval). Customer Equipment shall have operating characteristics such that its use shall not interfere with the E&E Enterprises Global, Inc. Services or the Satellite Service Provider's services, nor endanger E&E Enterprises Global, Inc.'s employees, employees of the Satellite Service Provider, or the public. Upon notice from E&E Enterprises Global, Inc. that the Customer Equipment is causing interference, or is a hazard, the Customer shall cease and desist from using said Customer Equipment.

### 7.3. Recording of Two-Way Telephone Conversations

Customers shall not record two-way voice communications except as permitted under applicable law.

### 7.4. Further Limitations on Use of Equipment

Customers may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms in the Equipment, otherwise reduce the Equipment to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Equipment, or otherwise transfer the Equipment to any third party.

## 8. Carrier Selection

Unless otherwise specified, E&E Enterprises Global, Inc. and/or the Satellite Service Provider shall select the carrier to terminate a Terminal-to-fixed or VoIP voice call. Collect calls will be terminated via a carrier selected by E&E Enterprises Global, Inc. and/or the Satellite Service Provider. Telephone company calling card calls will be terminated via the respective carrier extending the credit.

## 9. Discontinuance of Service for Cause

Upon non-payment when due of any sum owing to E&E Enterprises Global, Inc. , or upon a violation of any of the provisions governing the furnishing of any service hereunder, including but not limited to the provisions of Section 3.1, E&E Enterprises Global, Inc. may, upon seven (7) days' written notice to the Customer, without incurring any liability, forthwith discontinue the furnishing of said service until such violation or non-payment is rectified by the Customer to E&E Enterprises Global, Inc. 's satisfaction.

## 10. Equipment Warranties

### 10.1. No Warranty or Guarantees

Unless otherwise specified, E&E Enterprises Global, Inc. provides no warranty or guarantees for any Equipment sold by E&E Enterprises Global, Inc. to Customer. Unless otherwise explicitly provided for, all claims for warranty service for such Equipment shall be made directly to the Equipment manufacturer. E&E Enterprises Global, Inc. shall not be liable to any party for any loss, injury, harm, or damages, incurred by reason of or incidental to any malfunction or failure of such Equipment.

### 10.2. Shipping Costs, Duties and Tariffs

Customer is responsible for all shipping costs associated with Equipment, including the shipment of Equipment by E&E Enterprises Global, Inc. to Customer upon purchase as well as the forward and return shipment of Equipment for repair, upgrade, replacement, or other purpose. For the purposes of this section, shipping costs include all costs associated with the shipment or transfer of Equipment, including but not limited to postage, freight fees, handling costs, packaging costs, insurance, broker fees, duties, tariffs, governmental fees, and taxes. All payments for Equipment must be received by E&E Enterprises Global, Inc. prior to the shipment of the Equipment.

## 11. Payment Arrangements

### 11.1. Payment for Services

The Customer is responsible for payment of all charges, including all applicable taxes and/or government surcharges duties and fees for E&E Enterprises Global, Inc. Airtime services furnished by E&E Enterprises Global, Inc. , including charges for services originating or charges accepted at the Equipment and/or Customer Equipment. Such charges may also include Federal Universal Service, Regulatory and Administrative charges, and other charges related to E&E Enterprises Global, Inc.' s governmental costs. Customer agrees to pay all such taxes, duties and fees. All payments are due on invoice date. For the avoidance of doubt, it is the Customer's sole responsibility to ensure that all Equipment, Customer Equipment, and/or networks are properly configured for the service that the Customer intends to utilize. **E&E Enterprises Global, Inc. shall not, under any circumstances, abate or refund charges on the basis of Customer claims that Equipment, Customer Equipment, and/or networks were not properly configured at the time charges were incurred.**

## 11.2. Billing and Collection of Charges

(A) Charges for service are billed and collected by E&E Enterprises Global, Inc. or its concurring or other participating carriers or their foreign correspondents.

(B) Charges for monthly service may be billed in advance.

(C) E&E Enterprises Global, Inc. reserves the right to impose special billing arrangements when necessary, in E&E Enterprises Global, Inc.'s judgment, to safeguard against abuse or unlawful or fraudulent use of service pursuant to Section 3.1.

(D) Master Card, VISA, American Express, or other credit cards as E&E Enterprises Global, Inc. may designate from time to time may be used to pay for all Equipment and E&E Enterprises Global, Inc. Services. E&E Enterprises Global, Inc. reserves the right to assess a processing fee to credit card transactions.

(E) Invoiced amounts for E&E Enterprises Global, Inc. Airtime Service reflect the duration of the call to include the time to establish the communication link and the duration of the communication itself. Please refer to price sheet for pricing.

(F) Unless otherwise specified, charges for subscriptions are billed one month in advance. Subscriptions may only be terminated upon written notice to E&E Enterprises Global, Inc. two months in advance of the effective date of such termination.

(G) Subscriptions for IP Services, including BGAN, cannot under any circumstances be cancelled within the first twelve months of the subscription period.

## 11.3. Advance Payments

(A) An applicant for E&E Enterprises Global, Inc. Airtime services whose financial responsibility is not a matter of general knowledge or who is not connected in a substantial way with a firm, corporation, office or other concern of established credit, may be required to make an advance payment of at least one (1) month's estimated charge.

(B) In the case where a Customer terminates E&E Enterprises Global, Inc. Airtime Service prior to the end of that month for which an advance payment of one (1) month's estimated charge is required, E&E Enterprises Global, Inc. will refund to the Customer the amount of that advance payment less any charge due to E&E Enterprises Global, Inc. .

## 11.4. Deposits

(A) E&E Enterprises Global, Inc. may, in order to safeguard its interests, require a Customer to make a deposit to be held by E&E Enterprises Global, Inc. as a guarantee of the payment of charges. (Note: The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the provisions set forth in this Section 9 and the prompt payment of bills on presentation.)

(1) The deposit shall not exceed an amount equal to one (1) months' estimated E&E Enterprises Global, Inc. Airtime Service charges for On-Demand Service.

(2) For monthly or leased E&E Enterprises Global, Inc. Airtime service, the deposit shall not exceed two (2) months' service charges.

(B) The deposit will be held by E&E Enterprises Global, Inc. and applied to any lapses in payment for service. Pursuant to Section 9.1, payment for service will be considered to have lapsed if not received by E&E Enterprises Global, Inc. within 30 days of the invoice date. Upon written notification by E&E Enterprises Global, Inc. to the Customer of any lapse in payment, the Customer shall have seven (7) days to rectify the non-payment or have its service discontinued, pursuant to Section 7. E&E Enterprises Global, Inc. will accept, as payment, certified checks or wire transfers received within the seven (7) day notice period.

(C) After 12 months of service, E&E Enterprises Global, Inc. will review the Customer's account and if payment of all bills has been received promptly upon presentation, E&E Enterprises Global, Inc. will apply the deposit to the Customer's service charges. If payment has not been received promptly, the deposit will be held and credited against the last month (or two) of service. If service is discontinued for any cause, the Customer is liable for

payment of all sums due, any specified termination charges and any costs which E&E Enterprises Global, Inc. may incur as a result of service termination less any applicable deposit.

#### 11.5. Bank Guarantees/Letters of Credit

In addition to a deposit (Section 9.4) and/or an advance payment (Section 9.3), E&E Enterprises Global, Inc. may require a Customer to provide a third party guarantee, bank guarantee, letter of credit, or other credit facility deemed by E&E Enterprises Global, Inc. to provide adequate assurance of payment. (Note: The fact that credit facilities have been provided in no way relieves the applicant or Customer from complying with the provisions set forth in this Section 9 and the prompt payment of bills on presentation.)

### 12. Governing Law

For any services and/or Equipment for which Customer is billed by E&E Enterprises Global, Inc., these Terms shall be governed by and construed in accordance with the laws of the State of Virginia, U.S.A., without regard to that State's conflict of laws rules, and the venue for all actions related to the provision of such service shall be the State or Federal courts located in Virginia, U.S.A.

### 13. Liability of E&E Enterprises Global, Inc.

13.1. Except as otherwise expressly provided for herein, E&E Enterprises Global, Inc. makes no representations or warranties, express or implied, including, but not limited to, any statutory or common-law warranties, in connection with these Terms or any E&E Enterprises Global, Inc. Airtime Service provided hereunder. E&E Enterprises Global, Inc. shall not be liable to the Customer, and no credit shall be given hereunder, for any loss or damage sustained by reason of any act or omission of the Customer or any defect or malfunction in Equipment and/or Customer Equipment provided or used by the Customer, its employees, agents, subcontractors, assigns or any other party.

13.2. In the event of a failure, interruption, delay, defect, fault, or malfunction, or requested to be provided by E&E Enterprises Global, Inc. that is not due to an act or omission of the Customer or not due to a defect or malfunction in Equipment and/or Customer Equipment, E&E Enterprises Global, Inc. shall abate or refund the charges applicable for the service hereunder for the affected service. In no event, however, shall E&E Enterprises Global, Inc. be liable for any mishandling or delay in or failure of delivery attributable to the U.S. Postal Service, or any other mail carrier. Any claim of whatever nature made against E&E Enterprises Global, Inc. shall be deemed conclusively as having been waived unless presented in writing to E&E Enterprises Global, Inc. within ninety (90) days after the date of the affected service.

13.3. In no event shall E&E Enterprises Global, Inc. be liable to the Customer for any loss, injury, harm or damage sustained by reason of or incidental to a failure, interruption, delay, defect, fault, or malfunction in the Equipment sold or leased by E&E Enterprises Global, Inc. to Customer. Nor shall E&E Enterprises Global, Inc. be required to abate or refund to Customer any charges for E&E Enterprises Global, Inc. Services affected by the failure, interruption, delay, defect, fault, or malfunction in such Equipment.

13.4. E&E Enterprises Global, Inc. shall not be liable to any party for any loss, injury, harm, or damage incurred by reason of or incidental to any delay or interruption or fault or defect or malfunction of services or for any failure in or breakdown of facilities associated with said service, or any other act or omission of E&E Enterprises Global, Inc. the Satellite Service Provider, its concurring or other participating carriers and their foreign correspondents in connection with the this service provided or requested to be provided hereunder, whatsoever shall be the cause of such delay, interruption, deficiency, defect, malfunction, shortcoming, fault, failure or breakdown, and whether negligent or otherwise, and however long the same shall last or however many occasions the same occurs.

13.5. E&E Enterprises Global, Inc. does not generate or initiate telecommunications, but provides services, facilities, and/or Equipment to its Customers for telecommunication transmission, and in no event shall E&E Enterprises Global, Inc. be liable for: (1) libel, defamation, slander, invasion of privacy, infringement of copyright or any other proprietary right arising from or in connection with the provision of E&E Enterprises Global, Inc. Airtime Service by means of E&E Enterprises Global, Inc. 's facilities or the facilities of the Satellite Service Provider, or the use of Equipment provided by E&E Enterprises Global, Inc. ; (2) infringement of patents arising from use of Equipment of from the combination, or use, of the facilities of E&E Enterprises Global, Inc. with Customer Equipment, apparatus and/or systems of the Customer; and (3) any loss or damage arising out of or in connection with an act or omission of the Customer in connection with the E&E Enterprises Global, Inc. Airtime Service, Equipment, and/or facilities provided by E&E Enterprises Global, Inc. or the Satellite Service Provider. The Customer shall indemnify and hold E&E Enterprises Global, Inc. harmless from all such liability, and shall protect and defend E&E Enterprises Global, Inc. against any claim, action, damage, or expense alleging such

liability, and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against E&E Enterprises Global, Inc. in connection therewith.

13.6. The Customer agrees that the disclaimers of liability in these Terms and Conditions apply in all respects to the Satellite Service Provider in addition to E&E Enterprises Global, Inc. Customer further agrees to indemnify and defend E&E Enterprises Global, Inc. and the Satellite Service Provider in the event of any claims against either of them arising in connection with any of the causes set forth and shall protect and defend E&E Enterprises Global, Inc. and the Satellite Service Provider from any suits or claims related to such failure, and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against E&E Enterprises Global, Inc. and/or the Satellite Service Provider in connection therewith.

13.7. The provision of E&E Enterprises Global, Inc. Services may be interrupted from time to time for the purpose of routine maintenance of E&E Enterprises Global, Inc. facilities or for the purpose of maintenance of facilities owned by the Satellite Service Provider. In no event shall E&E Enterprises Global, Inc. be liable for damages incurred by the Customer as a result of such interruption. E&E Enterprises Global, Inc.'s obligation to provide services hereunder in all cases shall be subject to the availability of satellite and/or Teleport capacity. Additionally, E&E Enterprises Global, Inc. Airtime Services may be interrupted periodically as required to comply with applicable laws, regulations, or standards, or due to reasons beyond E&E Enterprises Global, Inc.'s control, including, but not limited to, Terminals, Equipment and Customer Equipment, blockages from buildings, operator error, radio or electromagnetic interference, rain fade, geographical interferences with satellite signal due to topography, or non-availability of satellite capacity.

Customer in the event of any outage described in this Section:

13.8. Notwithstanding any other provision herein, E&E Enterprises Global, Inc. shall have no liability in connection with events resulting from factors beyond its control or beyond the control of the Satellite Service Provider, including acts of God (including but not limited to, weather-related phenomena, fire or earthquake), war, riot, strike, terrorism, or orders of a governmental authority.

13.9. IN NO EVENT SHALL E&E ENTERPRISES GLOBAL, INC. BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR UNDER THESE TERMS, INCLUDING LOSS OF REVENUE OR LOST PROFITS, REGARDLESS OF THE FORESEEABILITY OF SUCH DAMA

**Terms and Conditions for use of services by E&E Enterprises Global, Inc.** E&E Enterprises Global, Inc.  
20 Basil Sawyer Dr. Hampton, VA 23666 757-826-9532