



This **Master Service Agreement** is entered into effective as of the ____ day of ____, 20____, by and between ____ (CUSTOMER), ____ (designate corporate/partnership/sole proprietor status and domicile) hereinafter referred to as "CUSTOMER" with an office address of ____, and, **Global Data Systems, Inc** a Louisiana Corporation referred to and defined throughout this Contract as "GDS," with an office address of 310 Laser Lane, Lafayette, Louisiana 70507. CUSTOMER and GDS may be referred to individually as "Party" or collectively as "Parties." CUSTOMER and GDS agree that:

WITNESSETH

WHEREAS, GDS is engaged in, among other things, the business of providing satellite, telephone, data circuit, communication, network and other, installation, rental, managed and consulting services as well as renting, selling and providing equipment and products;

WHEREAS, CUSTOMER desires to hire GDS to provide certain Services and/or obtain Products from GDS;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree to the terms and conditions as follows:

AGREEMENT

- 1 EXPRESS TERMS: This Contract (as defined below in Section 1.2) contemplates that CUSTOMER may from time to time request that GDS perform or provide work or services ("Services") or provide equipment, goods or materials ("Products") on a non-exclusive basis under the terms written hereunder which shall determine the rights of the Parties regardless of contrary terms in any rate schedules or other documents which may relate, directly or indirectly, to GDS's performance under this Contract as hereinafter defined.
 - 1.1 This Contract shall control and govern all Services performed and to be performed, and all Products furnished or to be furnished, by GDS through CUSTOMER's acceptance of GDS quotations or statements of work (hereinafter collectively or separately referred to as "Quote"). CUSTOMER may accept Quotes by use of purchase orders, services orders, or similar orders, whether oral, written or electronic. Such a Quote may include terms pertaining to quantity, price, time, location, description, commencement and completion of Services, or specific requirements with respect to Products, personnel, items to be furnished, compensation and other terms. However, this Contract does not obligate CUSTOMER to order or authorize such Services or Products, nor does it obligate GDS to accept or agree to the same.
 - 1.2 The term "Contract" as used herein shall include this Master Service Agreement and all Exhibits attached hereto, any Quote issued by GDS and accepted by CUSTOMER in accordance with Section 1.5 below, and any instructions, requisitions or other documents issued by GDS to CUSTOMER ("GDS Document"). In the event that any provisions of a Quote, or other GDS Document, conflicts with this Master Service Agreement, then this Master Service Agreement shall prevail. In the event that any provisions of a GDS Document conflicts with a Quote, then the Quote shall prevail.
 - 1.3 The provisions set forth in this Contract shall constitute the complete and exclusive statement of the terms of the agreement between GDS and CUSTOMER with respect to the subject matter of this Contract. Any additional or different terms proposed by CUSTOMER in any memorandum, writing, order, acknowledgement, or other document are hereby deemed to be material alterations to this Contract, and GDS hereby gives notice of objection to such proposed terms, which terms shall be void and of no effect.
 - 1.4 This Contract may be amended only in writing, such amendment having been signed by an authorized representative of each Party or as set forth in Paragraph 1.5 hereof.
 - 1.5 CUSTOMER agrees that GDS may deliver to CUSTOMER any Quote for Services and/or Products by hand delivery, by the U.S. mail, or by email, fax or any other electronic method. CUSTOMER shall be bound by and deemed to have accepted all terms and conditions of the Quote (1) as of the time CUSTOMER signs the Quote, or (2) whether or not CUSTOMER signs the Quote, as soon as CUSTOMER requests and GDS commences the performance of the Services or the provision of the Products pursuant thereto, whichever occurs first.
 - 1.6 The term "GDS GROUP" as used throughout this Contract, means GDS, its affiliates, successors, assigns, and its and their partners, joint venturers and joint owners, and each of its and their contractors and subcontractors and invitees (other than any member of CUSTOMER GROUP), and all their respective directors, officers, consultants, agents, servants, employees and insurers (But only to the extent such insurers provide insurance coverage for the liabilities of any of the foregoing).
 - 1.7 The term "CUSTOMER GROUP" as used throughout this Contract, means CUSTOMER, its affiliates, successors, assigns, and its and their partners, joint venturers and joint owners, and each of its and their contractors, subcontractors, other contractors and invitees, all their respective directors, officers, agents, servants, employees and insurers (But only to the extent such insurers provide insurance coverage for the liabilities of any of the foregoing).

1.8 The term "AFFILIATE" as used throughout this Contract, means an entity which controls, or is controlled by, or which is controlled by an entity which controls, a party hereto. The term "CONTROL," as used in this definition, means the ownership directly or indirectly of more than 50 percent of the voting rights in an entity.

2 CONDITIONS FOR SERVICES AND PRODUCTS:

2.1 GDS may, at its sole discretion, add, delete or modify the portfolio of Services made available to CUSTOMER under the Contract.

2.2 INSTALLATION AND MAINTENANCE OF SERVICES AND PRODUCTS

2.2.1 GDS and CUSTOMER will agree on a mutually convenient date for provision of the Services and Products ("Due Date"). In the event the Due Date is delayed, GDS and CUSTOMER will agree upon a new Due Date. In no event will GDS be liable for failure to meet the Due Date when such failure is due to an act or omission by CUSTOMER. CUSTOMER will reimburse GDS for all out-of-pocket expenses incurred by GDS in relation to a failure to meet the Due Date caused by CUSTOMER. CUSTOMER's sole remedy for a failure by GDS to either provide Services or Products by the Due Date or to provide Services during the contracted term for such Services, will be for the CUSTOMER to request an Outage Credit, as defined in Article 6.

2.2.2 Unless stated on the Quote, installation services will be provided by GDS or its subcontractors, on a time and materials basis at GDS's then current rates for labor.

2.2.3 As required by the Quote, GDS will provide maintenance services in relation to the Services or Products. On-site maintenance will be made available on a time and materials basis at GDS's then current rates for labor, or at the rates set forth in the applicable Quote. CUSTOMER agrees to comply with all reasonable instructions that GDS may give, from time to time, and to provide all necessary assistance to GDS in diagnosing any Service or Product problems.

2.2.4 Where required by law or regulations or at the request of GDS, CUSTOMER will install, maintain and/or pay reasonable expenses incurred by GDS to provide special facilities and protective apparatus at locations involving high voltage power and/or hazardous materials.

2.3 Conditions for specific Services and Products are contained in Exhibit A.

3 FLOOR SPACE, CONDUIT ACCESS, AND ELECTRICAL POWER:

3.1 CUSTOMER shall provide at its own expense to GDS the proper environment, lightning protection, crane (if necessary), space, electrical power, and telecommunications connections, equipment space, supporting structures, lighting, inside wiring, and unimpeded access to and egress from its premises required to install, operate, repair, maintain, inspect, re-provision, disconnect and remove any Product or to provide any Services. These provisions must be made available to GDS in sufficient time to permit the installation, maintenance or disconnection of any Product in accordance with the Due Date.

3.2 At the sole discretion of GDS, obligations assumed by GDS to perform installation, maintenance or disconnection shall be relieved in their entirety or amended, if CUSTOMER fails to provide the necessary access and equipment.

4 USE OF CUSTOMER EQUIPMENT:

4.1 Title to all equipment and facilities that GDS uses to provide the Services will remain with GDS.

4.2 If CUSTOMER connects its own equipment to GDS's network, CUSTOMER must ensure that such equipment is compatible with and does not harm, impair or interfere with the technical integrity of the Services, GDS's network or its Suppliers network(s), or any other Services of other customers of GDS.

4.3 CUSTOMER is responsible for the compatibility of its equipment with the network and failure to do so will constitute breach by CUSTOMER of this Contract.

4.4 CUSTOMER shall provide and pay for all Product and Services required to connect CUSTOMER-provided equipment to the Services.

4.5 Notwithstanding the foregoing, CUSTOMER may, subject to GDS's consent, appoint GDS as its agent for purposes of procuring related telecommunications services, in particular, local exchange, backhaul, interexchange, or bypass carrier facilities ("Facilities") to terminate CUSTOMER's calls to CUSTOMER's designated location. CUSTOMER will be responsible for payment for all such Facilities. CUSTOMER shall be liable and responsible for all actions and obligations incurred on its behalf by GDS in its capacity as CUSTOMER's agent pursuant to this Article, and shall accept and pay GDS for all flow-through costs associated with such Facilities (or the termination of such services), including without limitation, all installation fees and monthly recurring fees, plus any applicable taxes. CUSTOMER acknowledges and agrees that GDS will have no liability or responsibility for any Facilities. Any service level parameters and related warranties, pricing, surcharges, outage credits, required commitments, termination liability and other terms relating to the Facilities are those of the third party provider or carrier of such Facilities, and not GDS.

5 STAND-BY TIME:

5.1 Notwithstanding anything to the contrary in this Contract, and regardless of whether related to any warranty, under all circumstances CUSTOMER shall bear the cost of: (a) all offshore and overseas transportation expenses related to the provision of Services or Products, and (b) all Stand-By time incurred by GDS or its contractor personnel that is caused by or attributed to CUSTOMER, including without limitation, where caused by delays to or untimely cancellation of service calls.

5.2 For the purposes of this Article, Stand-By time includes the amount of hours, or portion thereof, incurred by GDS or its contractor personnel while waiting for (i) transport to and from an offshore location; or (ii) access to the CUSTOMER's premises if required hereunder.

5.3 Stand-by time will be charged at GDS's then current rates for labor.

6 OUTAGE CREDITS:

6.1 An Outage for fixed satellite services is defined as a complete loss of the ability to originate or receive voice or data communications causing the service availability to fall below 99.5% in any twelve (12) month period.

6.2 Subject to Clause 6.3 below and unless otherwise stated in a Quote, a pro rata credit allowance ("Outage Credit") will be given to CUSTOMER for the total Outage period(s) during any given consecutive twelve (12) month period, not including the period permitted under the service availability commitment (e.g. for a service availability commitment of 99.5% in any given twelve (12) month period, Outages totaling 0.5% would not be subject to an Outage Credit).

6.3 For telephone and data circuit services, GDS will pass through to the CUSTOMER the service availability that it receives from its suppliers, if any. In the event of failure or degradation of a telephone or data circuit services service, GDS will pass through and credit CUSTOMER's account with a rebate equal to the rebate that GDS receives from its suppliers, if any.

6.4 An Outage Credit, if any, will be applied against the charges payable to GDS and will be expressly indicated on the final invoice to CUSTOMER of the calendar year in which Outage Credit applies, for the period of the Outage, or prorated portion thereof, after written request to GDS.

6.5 No other liability may in any event attach to GDS on account of interruption or failure to provide Services. All Outage Credit(s) will be treated as liquidated damages and not as penalties. Outage Credit(s) do not apply to Outages, (i) caused by Force Majeure, (ii) caused by the negligence of CUSTOMER or others authorized by CUSTOMER when using Services or Products, (iii) caused by power failures or similar occurrences, such as perforation activity, not provided by or attributable to GDS, (iv) occurring during periods when CUSTOMER has elected not to allow for testing or repair, (v) caused by rain fade, solar outages or flares, extreme weather, or damage to satellites, or (vi) caused by the failure of equipment or facilities not provided by GDS.

7 SOFTWARE LICENSE:

7.1 If applicable, upon installation of Services or Products, GDS grants to CUSTOMER a fully paid, non-exclusive, non-sub-licensable and non-transferable license and/or sublicense to use the software provided with the Services or Products, including any third party software (the "Software"), for as long as CUSTOMER is entitled to use the Services or Products. CUSTOMER may use the Software only in machine-readable, object code form. Third party software may be subject to additional terms and conditions described in the applicable third party software user documentation, and to the extent that those terms conflict with the terms of this Contract, the third party terms will control. CUSTOMER may use the Software only for internal business purposes and only in connection with the Services or Products. CUSTOMER may not assign, transfer, pledge, rent, share, copy or sublicense any of the Software. CUSTOMER further agrees not to reverse engineer, decompile or otherwise attempt to discover the source code of the Software.

7.2 If the CUSTOMER using the Services, Products or Software is the U.S. Government, then the following restrictions apply:

7.2.1 The Software provided is software developed at private expense and is not in the public domain.

7.2.2 The Software is provided to non-Department of Defense government agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19.

7.2.3 In the event the Software is provided to a Department of Defense government agency, the Government's rights in the Software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clauses at DFARS 252.227-7015 and DFARS 227.7202.

8 INTELLECTUAL PROPERTY: Other than as specifically set forth in Article 7 above, no licenses or any rights of any kind under any patent, copyright and rights to create derivative works, trademark, trade secret, service mark, mask works or other form of intellectual property (collectively "Intellectual Property Rights") are granted by either Party or are to be implied by this Contract or arisen by estoppel.

9 WARRANTIES: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE OR OTHERWISE, IN RESPECT TO THE SERVICES AND PRODUCTS OR THE GDS FACILITIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

10 INDEMNITY AND LIMITATION OF LIABILITY:

10.1 **CUSTOMER'S INSURANCE OBLIGATIONS AND INDEMNITY OBLIGATIONS UNDER THIS CONTRACT ARE SEPARATE AND DIVISIBLE AND NOT DEPENDENT ON OR MODIFIED BY THE OTHER.**

10.2 **EXCEPT FOR OUTAGE CREDITS AS SET FORTH IN ARTICLE 6, NEITHER GDS GROUP NOR ANY OF ITS SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, INSURERS, SUBSIDIARIES AND AFFILIATED (INCLUDING PARENT) COMPANIES, AND THEIR EMPLOYEES, REPRESENTATIVES, OFFICERS AND DIRECTORS, WILL BE**

LIABLE ON ANY BASIS WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOSS ARISING FROM OR ATTRIBUTABLE TO FAILURE TO REALIZE ANTICIPATED SAVINGS, OR LOSS OF PRODUCTION, EQUIPMENT OR DATA) EVEN IF A PARTY KNEW OR HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, IN CONNECTION WITH THE PROVISION OR FAILURE TO PROVIDE THE SERVICES OR PRODUCTS, FOR ANY REASON WHATSOEVER AND HOWSOEVER ARISING, INCLUDING GDS'S LIABILITY IN CONTRACT, TORT OR OTHERWISE, INCLUDING ANY LIABILITY FOR NEGLIGENCE, HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF GDS'S OBLIGATIONS UNDER THIS AGREEMENT..

- 10.3 GDS WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), AND DAMAGES OF ANY NATURE OR KIND INCURRED OR SUSTAINED BY ANY MEMBER OF GDS GROUP, OR THE AGENTS, EMPLOYEES, REPRESENTATIVES (INCLUDING THE SPOUSES OR RELATIVES OF ANY SUCH AGENTS, EMPLOYEES OR REPRESENTATIVES) OF GDS GROUP, DUE TO PERSONAL INJURY OR DEATH, OR DAMAGE, LOSS OR DESTRUCTION OF PROPERTY (EXCLUDING ANY PRODUCTS RENTED OR SOLD TO CUSTOMER BY GDS), WHETHER IN TORT, IN CONTRACT, OR OTHERWISE, ARISING OUT OF OR RELATED TO OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS CONTRACT OR WITH THE SERVICES OR PRODUCTS, INCLUDING INGRESS, EGRESS, LOADING AND UNLOADING OF CARGO OR PERSONNEL, EVEN IF CAUSED BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, FAULT, OMISSIONS, STRICT LIABILITY, DEFECT IN PREMISES (PRE-EXISTING OR OTHERWISE) ATTRIBUTABLE TO CUSTOMER GROUP. THE FOREGOING INDEMNITY WILL NOT APPLY TO PERSONAL INJURY OR DEATH, OR DAMAGE, LOSS OR DESTRUCTION OF PROPERTY CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF CUSTOMER GROUP.
- 10.4 CUSTOMER WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS GDS GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), AND DAMAGES OF ANY NATURE OR KIND INCURRED OR SUSTAINED BY ANY MEMBER OF CUSTOMER GROUP, OR THE AGENTS, EMPLOYEES, REPRESENTATIVES (INCLUDING THE SPOUSES OR RELATIVES OF ANY SUCH AGENTS, EMPLOYEES OR REPRESENTATIVES) OF CUSTOMER GROUP, DUE TO PERSONAL INJURY OR DEATH, OR DAMAGE, LOSS OR DESTRUCTION OF PROPERTY, WHETHER IN TORT, IN CONTRACT, OR OTHERWISE, ARISING OUT OF OR RELATED TO OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS CONTRACT OR WITH THE SERVICES OR PRODUCTS, INCLUDING INGRESS, EGRESS, LOADING AND UNLOADING OF CARGO OR PERSONNEL, EVEN IF CAUSED BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, FAULT, OMISSIONS, STRICT LIABILITY, DEFECT IN PREMISES (PRE-EXISTING OR OTHERWISE) ATTRIBUTABLE TO GDS GROUP. THE FOREGOING INDEMNITY WILL NOT APPLY TO PERSONAL INJURY OR DEATH, OR DAMAGE, LOSS OR DESTRUCTION OF PROPERTY CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF GDS GROUP.
- 10.5 EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE, GDS AND CUSTOMER WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS EACH OTHER FROM ALL THIRD PARTY CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF EVERY TYPE AND CHARACTER FOR PERSONAL INJURY, DEATH OR LOSS OF OR DAMAGE TO PROPERTY, INCLUDING DAMAGE TO THE ENVIRONMENT, RESULTING FROM THE INDEMNITOR'S NEGLIGENCE OR WILLFUL MISCONDUCT. WHERE SUCH THIRD PARTY'S PERSONAL INJURY, DEATH OR LOSS OF OR DAMAGE TO PROPERTY RESULTS FROM THE JOINT NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTIES, THE INDEMNITOR'S DUTY OF INDEMNIFICATION WILL BE IN PROPORTION TO ITS ALLOCABLE SHARE OF JOINT NEGLIGENCE OR WILLFUL MISCONDUCT. IF EITHER PARTY IS HELD STRICTLY LIABLE UNDER ANY APPLICABLE LAW, THE OTHER PARTY'S DUTY OF INDEMNIFICATION WILL BE IN THE SAME PROPORTION THAT ITS NEGLIGENCE OR WILLFUL MISCONDUCT CONTRIBUTED TO THE THIRD PARTY'S PERSONAL INJURY, DEATH OR LOSS OF OR DAMAGE TO PROPERTY. FOR THE AVOIDANCE OF DOUBT, WHERE GDS IS THE INDEMNITOR, THE INDEMNITEE IS CUSTOMER GROUP, AND WHERE CUSTOMER IS THE INDEMNITOR, THE INDEMNITEE IS GDS GROUP.
- 10.6 CUSTOMER AGREES TO INDEMNIFY AND DEFEND AND HOLD HARMLESS GDS AND ITS AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, ASSIGNS AND SUPPLIERS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, ACTIONS, LOSSES, DAMAGES (INCLUDING DAMAGE TO PROPERTY AND PERSONAL INJURY) AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO
- 10.6.1 CUSTOMER'S USE OR MISUSE OF THE SERVICES AND/OR PRODUCTS, AND/OR
- 10.6.2 CUSTOMER'S BREACH OF THESE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT SUCH CLAIMS ARE BASED UPON THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF GDS, AND/OR
- 10.6.3 ANY CLAIMS OR ACTIONS FOR LIBEL, DEFAMATION, SLANDER, INVASION OF PRIVACY, PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, OR THE VIOLATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, ARISING IN CONNECTION WITH THE USE OR MISUSE OF THE SERVICES AND/OR PRODUCTS, AND/OR
- 10.6.4 ANY CLAIM OR ACTION FOR PATENT INFRINGEMENT RESULTING FROM CUSTOMER'S USE (OR USE BY ANY OF ITS AFFILIATES, OR USE OF BY ANY OF ITS AFFILIATES, AGENTS, SUBCONTRACTORS, EMPLOYEES, ASSIGNS OR OTHERWISE) OF THE SERVICES AND/OR PRODUCTS IN COMBINATION WITH THE EQUIPMENT, HARDWARE, SOFTWARE, SYSTEMS, CABLING, FACILITIES OR SERVICES NOT PROVIDED HEREUNDER BY GDS.
- 10.7 EXCEPT FOR ANY INDEMNITY OBLIGATIONS OR A BREACH THEREOF, THE TOTAL, AGGREGATE LIABILITY OF GDS TO CUSTOMER FOR ANY AND ALL CLAIMS WHATSOEVER RELATED TO THE SERVICES AND/OR PRODUCTS OR THESE TERMS AND CONDITIONS FOR DAMAGES TO CUSTOMER (OR ANY AFFILIATE OF CUSTOMER) FOR ANY CLAIMS WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, HOWSOEVER ARISING SHALL BE LIMITED TO DAMAGES ACTUALLY PROVEN AS DIRECTLY ATTRIBUTABLE TO GDS, AND FURTHER LIMITED TO AN AMOUNT EQUAL TO THE LAST THREE (3) MONTHS OF PAYMENTS MADE BY CUSTOMER TO GDS UNDER THESE TERMS AND CONDITIONS PRECEDING THE DATE OF ANY CLAIM MADE AGAINST GDS.

- 10.8 **NOTWITHSTANDING ANY OTHER PROVISION IN THIS SECTION OR IN ANY OTHER PROVISION IN THIS CONTRACT, UNDER NO CIRCUMSTANCES WILL AN INDEMNITOR BE LIABLE OR RESPONSIBLE FOR THE CRIMINAL CONDUCT, INTENTIONAL CONDUCT, WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR ANY CONDUCT OR ACT OR OMISSION WHICH MAY RESULT IN OR BE THE BASIS FOR PUNITIVE OR EXEMPLARY DAMAGES OF AN INDEMNITEE WITH RESPECT TO THE INDEMNITY OBLIGATIONS IN THIS CONTRACT.**
- 10.9 **TO THE EXTENT TEXAS LAW GOVERNS ANY PARTICULAR WORK ORDER UNDER THIS CONTRACT, CUSTOMER AND GDS AGREE THAT THEIR RESPECTIVE MUTUAL INDEMNITY AND RELEASE OBLIGATIONS CONTAINED IN THIS CONTRACT WILL BE SUPPORTED BY INSURANCE OR SELF-INSURANCE IN AMOUNTS OF NOT LESS THAN THE AMOUNTS REQUIRED OF CUSTOMER UNDER SECTION 11.**
- 11 INSURANCE: Without prejudice to or otherwise diminishing the CUSTOMER's duties under the INDEMNITIES section herein, the CUSTOMER, at its sole cost and expense, shall procure and, throughout the term of this Contract, shall maintain in full force and effect insurance policies and insurance coverage for the benefit of and to protect GDS GROUP covering at a minimum the CUSTOMER's liabilities and other obligations under this Contract.
- 12 USE OF SERVICES AND PRODUCTS:
- 12.1 CUSTOMER will use the Services and Products only in accordance with all applicable U.S. and foreign rules, laws and regulations.
- 12.2 CUSTOMER will be liable for all use or misuse of the Services and Products hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise.
- 12.3 CUSTOMER will not resell or rent the Services or any rental Products.
- 12.4 CUSTOMER will not use Services or Products in an abusive or fraudulent manner, including, but not limited to the following: (i) accessing or attempting to access Services or Products by using an unauthorized device or by tampering with or altering Products; (ii) obtaining or attempting to obtain permission to use Services or Products by providing false or misleading information; (iii) obtaining Services or Products without having the intent to pay charges incurred; (iv) intentionally interfering with or causing disruption in the provision of Services or Products to other CUSTOMERS; (v) using Services or Products to further criminal activity; (vi) using Services or Products to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or (vii) using Services or Products in a manner that interferes unreasonably with the use of or Products by one or more other GDS's customers.
- 13 PAYMENT TERMS:
- 13.1 Payment terms for certain Services and Products are further identified in Exhibit B - Payment Terms for Specific Services and Products.
- 13.2 Unless otherwise identified in Exhibit B – Payment Terms for Specific Services and Products, agreed to in writing by the parties or stated in a Quote, GDS will invoice the CUSTOMER for services rendered upon completion of the job. Where job completion extends beyond a calendar month, CUSTOMER will be progressively billed for services completed through month-end and CUSTOMER will pay, monthly in arrears for all services provided by GDS, including all applicable federal, state, provincial, local and other taxes as required by law.
- 13.3 Unless otherwise identified in Exhibit B – Payment Terms for Specific Services and Products, agreed in writing by the parties or stated in a Quote, Invoices shall be due payable Net thirty (30) days from GDS's date of invoice.
- 13.4 Amounts not paid within payment terms will be subject to an interest charge of the lesser of, (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law.
- 13.5 CUSTOMER will pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by GDS in collecting any late payments or late payment fees.
- 13.6 GDS may require CUSTOMER to provide a third party guarantee, deposit, letter of credit, or other credit facility deemed by GDS, in its sole discretion, necessary to provide adequate assurance of payment. The provision of such third party guarantee, deposit, letter of credit, or other credit facility does not relieve CUSTOMER of its payment obligations specified herein.
- 13.7 All charges will be in accordance with the applicable Quote provided to CUSTOMER for the applicable Services and Products. Upon expiration of the term of the Services and Products (as stated in a Quote), GDS reserves the right to revise such charges upon notice to CUSTOMER.
- 13.8 CUSTOMER must pay all undisputed amounts when due. If any portion of an amount due is in dispute, CUSTOMER must, within thirty (30) days of the invoice date containing such disputed amount, give notice to GDS of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. For the avoidance of doubt, claims of unauthorized use, fraudulent use or any other misuse will not constitute a valid basis for dispute of an invoice. If the Disputed Amount is resolved in favor of GDS, CUSTOMER must pay the Disputed Amount with appropriate late charges, if applicable, upon final determination of such dispute. GDS will issue credits to CUSTOMER upon resolution of any Disputed Amounts in favor of CUSTOMER. An invoice is deemed to be accepted if no written notice of a dispute is provided within thirty (30) days of the invoice date.

14 TERMINATION AND RENEWAL:

14.1 Termination of Service or Product Rental

14.1.1 The occurrence or happening of any one or more of the following events will constitute an event of default if not remedied within ten (10) days after notice from GDS:

14.1.1.1 use of the Services and/or Products in any manner or for any purpose contrary to law;

14.1.1.2 abuse or fraudulent use of the Services and/or Products;

14.1.1.3 failure to make any payments when due;

14.1.1.4 discovery by GDS that any representation or warranty made by CUSTOMER in any document furnished by CUSTOMER to GDS is incorrect;

14.1.1.5 breach or violation of any of this Contract by the COSTUMER; or

14.1.1.6 commencement of any proceeding, whether voluntarily or involuntarily, relating to the CUSTOMER under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally.

14.1.2 In the event of default, GDS may, at GDS's' sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate the Services and/or Products without notice. GDS will bill CUSTOMER and CUSTOMER will pay GDS, in accordance with Article 13, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, GDS will incur no liability whatsoever. CUSTOMER will be liable for all costs and expenses incurred by GDS due to default by CUSTOMER, including but not limited to legal costs.

14.1.3 IN THE EVENT THAT GDS TERMINATES THIS CONTRACT AND THE SERVICES AND/OR PRODUCTS FOR A FAILURE TO PAY OR ANY OTHER BREACH, OR DEFAULT, CUSTOMER AGREES TO PAY GDS IMMEDIATELY A TERMINATION FEE, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, EQUAL TO THE NUMBER OF MONTHS REMAINING IN THE TERM TIMES THE AVERAGE MONTHLY CHARGE PRIOR TO TERMINATION. CUSTOMER ACKNOWLEDGES THAT THE PRECISE AMOUNT OF GDS'S DAMAGES WOULD BE EXTREMELY DIFFICULT TO CALCULATE AND THAT SUCH PAYMENT REPRESENTS A REASONABLE ESTIMATE OF GDS'S ACTUAL DAMAGES.

14.1.4 GDS may, with no liability whatsoever, suspend or terminate Services and/or Products to CUSTOMER if lawfully ordered to cease operation of such Services and/or Products by the Federal Communications Commission, a state or federal court of law, or any other lawful federal, state or local governmental authority. If at any time during the term of any Service or Products any equipment, facilities, or property used by GDS to provide Services to CUSTOMER are taken for a public or quasi-public purpose by a lawful power or authority under the exercise of right of condemnation or eminent domain, GDS will have the right, upon written notice to CUSTOMER, to terminate Services and/or Products affected by the taking.

14.1.5 Early Termination. Unless otherwise stated on the Quote, the minimum term of Service and rental of any Equipment is twelve (12) months from the Acceptance Date. CUSTOMER may terminate early at any time, upon thirty (30) days notice to GDS. HOWEVER, IF CUSTOMER DOES SO TERMINATE EARLY, CUSTOMER WILL PAY TO GDS IMMEDIATELY AN EARLY TERMINATION FEE, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, EQUAL TO THE BALANCE OF THE REMAINING TERM MULTIPLIED BY THE MONTHLY FEE FOR THE SERVICES AND ANY RENTAL EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THE PRECISE AMOUNT OF GDS' DAMAGES WOULD BE EXTREMELY DIFFICULT TO CALCULATE AND THAT SUCH PAYMENT REPRESENTS A REASONABLE ESTIMATE OF GDS'S ACTUAL DAMAGES.

14.1.6 Cancellation Prior to Service Activation or Product Rental. CUSTOMER may, at any time up until ninety (90) days before the Due Date (as defined in Article 2.2.1) cancel the requested Services or Products by providing notice to GDS in writing. If CUSTOMER does so cancel, CUSTOMER shall reimburse GDS for all out-of-pocket expenses incurred by GDS (including any penalties imposed on GDS by its suppliers) at cost plus fifteen percent (15%).

14.1.7 Cancellation; Suspension of Services or Product Rental. CUSTOMER is responsible for notifying GDS, in writing, of any requirement to permanently deactivate or suspend Network Services. Permanent deactivation or suspension of Services or Product Rentals will be effective only after GDS's receipt and written acknowledgement of CUSTOMER's written request. CUSTOMER may send such request to the address in Section 18 or email to legal@getgds.com. GDS will use reasonable endeavors to respond to CUSTOMER's written request within five (5) business days. CUSTOMER is hereby notified that GDS will only process requests received from an authorized representative of the account holder/registered holder of the Equipment. If applicable, CUSTOMER may be liable to pay an early termination fee if Services or Product Rentals are terminated prior to the contracted term of such Services or Product Rentals. Furthermore, CUSTOMER will continue to be liable for payment of Services or Product Rentals during any period of suspension, unless otherwise agreed in writing GDS.

14.2 For Convenience: GDS reserves the right to terminate this Contract, or any Quote issued pursuant to this Contract, for any reason and at any time by giving CUSTOMER written notice.

14.2.1 Upon notification of termination for GDS's convenience, CUSTOMER shall protect all property in its possession in which GDS has an interest,

14.2.2 Any Quote for Services or Products may be canceled by GDS at any time without charge prior to the commencement of the Services or the provision of the Products, as the case may be.

14.3 Termination by GDS for convenience (Section 14.2) or for default (Section 14.3) shall not prejudice any claim for damages or nonperformance GDS would otherwise have against CUSTOMER. The rights and remedies of GDS set forth in this Contract

are cumulative and not exclusive, and are in addition to all other rights and remedies of GDS.

14.4 The rights of termination, restriction or suspension set forth in this Article are in addition to any other remedies available to GDS under these Terms and Conditions, or at law or in equity.

14.5 Service and Product Rental agreements will automatically renew and the term shall be extended for an additional period equal to the initial term, upon the same terms and conditions contained herein except that Service and Product Rental rates shall be at the then current rates established by GDS, unless either Party provides written notice, either to renegotiate the terms or to terminate the Service or Product Rental no less than thirty (30) days prior to the expiration of the initial term.

15 INDEPENDENT CONTRACTOR:

15.1 These Terms and Conditions do not create any partnership, joint venture, agency or employee/employer relationship of any kind between GDS and CUSTOMER. GDS is an independent contractor with respect to performance under this Contract; all persons employed by each party are, and will remain, the employees and agents of that party and are not, and will not become, the employees or agents of the other party. It is expressly understood that neither party's employees may participate in or receive any benefits from the other party's employee benefit plans.

15.2 Limited for the purposes of the Louisiana Worker's Compensation Act and in order to comply with Louisiana Revised Statute 23:1061 where said Act and provisions may be applicable to the operations of GDS, CUSTOMER and GDS acknowledge and agree that the Network Services under this Contract and any quotation are an essential part of CUSTOMER's trade, business or occupation and are an integral part of or essential to the ability of CUSTOMER to generate services and therefore CUSTOMER will be considered the statutory employer of the employees of GDS and any contractor and subcontractor of GDS.

16 CONFIDENTIALITY:

16.1 Unless CUSTOMER consents in writing, or disclosure is made pursuant to a legal proceeding, GDS shall keep confidential all information or data furnished by CUSTOMER or otherwise acquired by GDS through performance. Such information will not be released by GDS to anyone other than: (i) CUSTOMER; (ii) a person who in the reasonable judgment of GDS is acting as an agent of CUSTOMER; (iii) to the commissioning entity or supplier or another telecommunications service provider provided that the information is to be used for the provision of Services and disclosure is made on a confidential basis with the information to be used solely for that purpose; (iv) an agent retained by GDS to collect outstanding balances owed to GDS by CUSTOMER; or (v) to a law enforcement agency whenever GDS has reasonable grounds to believe that CUSTOMER has knowingly supplied GDS with false or misleading information or is otherwise involved in unlawful activities.

16.2 Each party will comply fully with all applicable privacy and data protection laws and regulations, and will provide such assistance to the other party as is reasonably necessary to assist the other party in complying with such laws and regulations. CUSTOMER will indemnify GDS against claims by third parties resulting from breach or inadequate observance by CUSTOMER of the provisions of this Article.

17 FORCE MAJEURE:

17.1 GDS will not be liable for any failure of performance hereunder due to causes beyond its reasonable control ("Force Majeure"), including without limitation, acts of God, strikes, lockouts or other labor disputes, acts of public enemy, governmental orders, preemption of existing services to restore service in compliance with Part 64, Subpart D, of the Federal Communications Commission's Rules and Regulations, wars, riots, terrorist activities, epidemics, unusually severe weather, earthquakes, fires, floods, civil disturbances, explosions, train derailments, failure of or accidents to machinery, pipeline, or materials, and delay in delivery of Equipment, to the extent all such occurrences are beyond the reasonable control of GDS or CUSTOMER, delay in performance by contractors or subcontractors to the extent such delay is beyond GDS' reasonable control, and other delays incurred for reasons beyond GDS's reasonable control, which, by the exercise of reasonable diligence, they are unable to prevent or avoid. GDS's obligation to perform will be suspended for the duration of a period of Force Majeure and will resume as soon as reasonably possible, upon the cessation of the event of Force Majeure.

18 NOTICES: All notices, requests, demands and other communications hereunder will be effective upon delivery. Such notices will be in writing and will be sent by email, facsimile or nationally recognized overnight courier or delivered in person, addressed as set forth below. GDS may, at any time, amend the above addresses for notices upon written notice to CUSTOMER.

If to GDS:
Global Data Systems, Inc.
310 Laser Lane
Lafayette, Louisiana, 70507
ATTN: Legal
Email: legal@getgds.com

If to Customer:
Customer Name
Customer Address 1
Customer Address 2

Customer Email

19 ASSIGNMENT: GDS may, without the consent of CUSTOMER, (a) assign its right to receive payment hereunder to a third party, or (b) assign its rights and obligations hereunder to a corporation, partnership or other business enterprise in which GDS has directly or indirectly, an ownership interest, or (c) assign its rights to a successor in the event of a merger, acquisition or consolidation, or to a purchase of all (or substantially all) of GDS' assets. This Contract will inure to the benefit of, and will be binding on CUSTOMER's and GDS' respective successors and permitted assigns.

20 WAIVER OF COMPLIANCE: The waiver or the failure of GDS to enforce any of the provisions of this Contract or to exercise any right or privilege hereunder, will not be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

21 GOVERNING LAW / RULES & REGULATIONS:

21.1 THESE TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE GENERAL MARITIME LAW OF THE UNITED STATES, EXCLUDING ANY CHOICE OF LAW RULE THEREOF THAT WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. IN THE EVENT THAT THE GENERAL MARITIME LAW OF THE UNITED STATES IS DETERMINED BY A COURT NOT TO BE APPLICABLE, THEN THESE TERMS AND CONDITIONS WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA, USA EXCLUDING ANY CHOICE OF LAW RULE THEREOF THAT WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

21.2 Both GDS and CUSTOMER will fully abide by all applicable laws, rules and regulations, including but not limited to all applicable anti-bribery or anti-corruption laws. GDS will not pay any commissions, fees or grant any rebates to any employee or officer of CUSTOMER, nor favor any employee or officer of CUSTOMER with gifts or entertainment of other than nominal value, nor enter into business arrangements with any employee or officer of CUSTOMER, other than as a representative of CUSTOMER, without the prior written approval of CUSTOMER.

21.3 CUSTOMER agrees to strictly adhere to the requirements and restrictions of the U.S. export and embargo laws and regulations, and any similar laws and regulations of other countries as applicable, in respect of the Network Services. CUSTOMER agrees to obtain, at CUSTOMER's sole expense, all necessary licenses, approvals, permits, consents and governmental authorizations that may be required for CUSTOMER's use of the Network Services. CUSTOMER may only use the Network Services in the region or with the satellite identified on the quotation. CUSTOMER may acquire the right to use the Services and/or Products in other regions from GDS; however, an additional fee for reconfiguration of the Services and/or Products and/or a different price for the Services or Products may apply.

21.4 GDS will not be held responsible for any operational restrictions, customs, license or permit fees required for operation of the Network Services in the destination country. In addition, GDS will have no responsibility for fines associated with terminal seizure nor for legal ramifications of using Services and/or Products in countries where it is prohibited. CUSTOMERs are advised to contact the embassy or trade office of the destination country prior to entry into that country.

22 SEVERABILITY: If any provision of this Contract is declared invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. In the event that any such provision will be declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it will be modified to the scope, breadth or duration permitted by law and will continue to be fully enforceable as so modified.

23 SURVIVABILITY: All provisions which would naturally survive the expiration or termination of this Contract will so survive, including but not limited to the Articles entitled "Payment Terms", "Indemnity & Limitation of Liability", "Termination", "Confidentiality", and "Governing Law" and "Rules and Regulations".

24 EFFECTIVE DATE: The Effective Date is as of the signing of this Contract or the date Services and/or Products were first provided to Customer, whichever comes first.

25 RECOVERY OF ATTORNEYS FEES AND COSTS: Where there is an obligation in this Contract to pay or owe attorney fees and costs, whether it is in connection with a defense and indemnity obligation or otherwise, that obligation shall include also the broader obligation to pay or owe attorneys fees and costs incurred in pursuing and enforcing that obligation and collecting those attorneys fees and costs, through litigation or administrative proceedings or otherwise.

GDS:

CUSTOMER:

Signature (Authorized Representative)

Signature (Authorized Representative)

Mark Ditsious
Type Name

Type Name

Chief Financial Officer
Title

Title

Date

Date

Exhibit A – Provisions for Specific Services and Products

1 SATELLITE SERVICES:

- 1.1 Satellite Service is a contended service, for which a contention ratio is applicable. CUSTOMER will adhere to GDS's fair access policy, a copy of which is available upon written request to GDS. GDS implements weight-based fair queuing algorithms to give all customers equal and fair access to network resources if no CUSTOMER specific QoS is implemented.
- 1.2 CUSTOMER acknowledges that that GDS does not own or operate their own satellite communication system, GDS is a reseller of Satellite Services, GDS purchases Satellite Services from third party suppliers (collectively referred to as "Supplier(s)") under strict contractual terms and conditions required of all resellers.
- 1.3 CUSTOMER acknowledges that Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by GDS or a Supplier. Services may also be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of GDS's Supplier. The use and restoration of certain space segment is governed by Part 64, Subpart D of the FCC's Rules and Regulations, which specify the priority system for such activities.
- 1.4 CUSTOMER acknowledges and agrees that GDS has no liability for any Supplier networks and that GDS makes no warranties with respect to the availability of the Satellite Services. CUSTOMER's sole remedy for a failure by GDS to provide Services during the contracted term for such Services, will be for the CUSTOMER to request an Outage Credit, as defined in Article 6 of the Contract.
- 1.5 The obligations of GDS and the terms for the sale and provision of Services are subject to the terms of the agreements under which GDS purchases the Services from its Suppliers (each an "Other Contract"). To the extent fulfillment of any obligation of GDS under this Contract is not permissible or possible under an Other Contract, the Other Contract will prevail and such obligation will be suspended or modified to the extent required by the Other Contract.
- 1.6 Improper Illumination: "Improper Illumination" is defined as any of the following: (a) transmissions other than as specified in writing by GDS, or (b) transmissions of an incorrect frequency, or (c) transmissions at excessive power levels, or (d) any illumination that could cause harm to or interference on any transponder or space segment on any satellite. If GDS detects or is informed of any Improper Illumination of any Service provided under this Contract, GDS will immediately notify CUSTOMER. CUSTOMER shall take immediate corrective action to stop the Improper Illumination. If capable, and as soon as capable, GDS will temporarily suspend any affected Services should CUSTOMER be unable to rectify the Improper Illumination within four (4) minutes from notification of the Improper Illumination to CUSTOMER. Such affected Services will be suspended until CUSTOMER demonstrates to GDS's sole satisfaction that the Improper Illumination is rectified. CUSTOMER will be charged and will pay any amount that GDS is required to pay to its Suppliers or other telecommunications service provider(s) under any Other Contract due to any Improper Illumination attributable to CUSTOMER. GDS will timely inform CUSTOMER in writing of any liability GDS incurs as a result of such Improper Illumination. It is CUSTOMER responsibility to provide GDS, on or before the Due Date, with a telephone number(s) at which GDS can contact CUSTOMER twenty-four hours per day, seven days per week, 365/366 days per year. In addition, GDS has the right, in its sole discretion, to take immediate action, including but not limited to suspending or terminating any affected Service(s), in order to protect GDS's services and/or interests.
- 1.7 CUSTOMER shall adhere to the Installation Guidelines set forth in Exhibit C and as modified in the Quote.

2 TELEPHONE AND DATA CIRCUIT SERVICES:

- 2.1 Telephone Services and Data Circuit Services
- 2.2 CUSTOMER acknowledges that GDS does not own or operate their own telephone or data circuit network, GDS is a reseller of Telephone and Data Circuit Services, and GDS purchases telephone and circuit services from third party suppliers (collectively the "Supplier(s)"), under strict contractual terms and conditions required of all resellers.
- 2.3 CUSTOMER acknowledges and agrees that GDS has no liability for any Supplier networks and that GDS makes no warranties with respect to the availability of the Telephone Services or Data Circuit Services. CUSTOMER's sole remedy for a failure by GDS to provide Services during the contracted term for such Services, will be for the CUSTOMER to request an Outage Credit, as defined in Article 6 of the Contract.
- 2.4 The obligations of GDS and the terms for the sale and provision of Telephone Services or Data Circuit Services are subject to the terms of the agreements under which GDS purchases such Telephone Services or Data Circuit Services from its Suppliers (each an "Other Contract"). To the extent fulfillment of any obligation of GDS under this Contract is not permissible or possible under an Other Contract, the Other Contract will prevail and such obligation will be suspended or modified to the extent required by the Other Contract.

3 PROFESSIONAL AND CABLING SERVICES:

- 3.1 Professional Services is defined as Service work that GDS performs as defined and designated as "Professional Services" in the Quote. Cabling Services is defined as Service work that GDS performs as defined and designated as "Cabling Services" in the Quote.
- 3.2 Professional and Cabling Services work will be provided as outlined in a Quote.
- 3.3 In the event the Due Date is delayed, GDS and CUSTOMER will make all reasonable efforts to agree upon a new Due Date.

- 3.4 CUSTOMER shall adhere to the Installation Guidelines set forth in the Quote.
- 3.5 In no event will GDS be liable for failure to meet the Due Date when such failure is due to an act or omission by CUSTOMER. CUSTOMER will reimburse GDS for all out-of-pocket expenses incurred by GDS in relation to a failure to meet the Due Date caused by CUSTOMER.
- 3.6 CUSTOMER's sole remedy for a failure by GDS to either provide Services by the Due Date will be for the CUSTOMER to request an alternate service date that is acceptable to GDS.
- 4 PURCHASED PRODUCTS:
- 4.1 The risk of loss in Products purchased by CUSTOMER will transfer upon shipment from GDS or supplier. Unless otherwise agreed in writing, GDS will ship all Products FOB shipping point from GDS's premises in the United States or from supplier to CUSTOMER's designated location, and all shipping costs will be borne by CUSTOMER. In no event will GDS have any liability in connection with any shipment, nor will the carrier be deemed to be an agent of GDS unless otherwise agreed in a Quote, CUSTOMER agrees to accept partial shipments.
- 4.2 Title to Products purchased by CUSTOMER will transfer from GDS to CUSTOMER upon GDS's receipt of the full sale price and any applicable taxes, fees, and freight charges. Until such time, CUSTOMER will keep Products that are owned by GDS free from any liens, claims or encumbrances.
- 4.3 GDS warrants that new Products delivered to CUSTOMER will perform substantially in accordance with the specifications contained in the technical documentation accompanying the Products in accordance with supplier warranties and warranty period. GDS further warrants that all refurbished or used Products or accessories sold hereunder will be free from defects in workmanship and material for a period of thirty (30) days from the date of delivery. All repairs covered by such warranty will be performed at no charge to CUSTOMER. For any repairs requested after the warranty period, GDS will provide a Quote for such repairs and upon acceptance of the Quote, the repairs will be performed per the terms of the Quote.
- 4.4 In the event of a warranty claim, GDS will, at its sole option: (a) repair the Product, (b) replace the nonconforming Product, or (c) if GDS determines that neither of the foregoing is commercially reasonable, upon return of the Product to GDS, refund all sums paid to GDS by CUSTOMER with respect to the nonconforming Product. The foregoing warranty on Products is CUSTOMER's sole remedy in the event of a warranty claim, and is a 'back-to-base' warranty, such that CUSTOMER will bear the transportation cost of returning any nonconforming or defective Product to GDS's designated premises in the United States and also the transportation cost associated with returning Product following a repair from GDS's premises in the United States to CUSTOMER's premises.
- 4.5 If CUSTOMER requires a GDS technician to travel to CUSTOMER's location to perform warranty services, CUSTOMER shall bear all costs associated with the travel including, but not limited to, transportation costs, room and board. GDS will provide CUSTOMER a written estimate of such costs upon request.
- 4.6 The foregoing warranty does not extend to Product which is altered, improperly installed by a third party or which fails or is damaged after delivery due to accident, act of God, shipment or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the Product manufacturer's instructions or specifications provided by GDS at the time of delivery to CUSTOMER.
- 4.7 Return of unused Product by CUSTOMER to GDS in its original package, in its original condition, and within the manufacturer's return policy, GDS will refund to CUSTOMER eighty five percent (85%) of the purchase price. CUSTOMER will bear all shipment and insurance costs related to such return shipment.
- 4.8 All Product returned to GDS must have a GDS issued Returned Merchandise Authorization ("RMA") number prominently displayed on the packaging and must be returned to the GDS facility as directed by GDS. An RMA number may be obtained by calling GDS's Customer Care at 1-888-435-7986 press 2, within North America (Toll Free) or by email at support@getgds.com. Product returned without an RMA number will be returned to CUSTOMER at CUSTOMER's expense. There will be no refunds for used product returned to GDS
- 5 PRODUCT RENTAL:
- 5.1 GDS retains title to any and all Product that is rented to CUSTOMER.
- 5.2 Unless otherwise agreed, all rented Product will be shipped FOB GDS's premises in the United States to CUSTOMER's designated premises. Risk of loss in the Product will transfer to the CUSTOMER upon delivery of the Product, and delivery will have deemed to take place when the Product is loaded onto the carrier's vehicle.
- 5.3 CUSTOMER agrees, at CUSTOMER's sole expense, to (i) insure such Product against loss by fire, theft and any other casualty covered by standard fire and extended coverage insurance, for the full current replacement value, (ii) keep the Product free and clear from all adverse liens, security interests and encumbrances, (iii) provide a proper and suitable environment (including adequate power and appropriate temperature control) for the Product, in accordance with GDS and/or the manufacturer's specifications (and any failure to provide such proper and suitable environment will void any warranty on the Product), (iv) keep the Product clearly labeled as property of GDS, in good order and repair and comply with any maintenance instructions given by GDS, (v) not transfer the Product or all or part of CUSTOMER's interest therein, if any, and (vii) return the Product to GDS at the end of the rental term in good condition, normal wear and tear excepted.
- 5.4 CUSTOMER shall pay GDS for the fair market value of the Product, in its reasonable determination, if CUSTOMER fails to return the Product to GDS within thirty (30) days of the end of the rental term.

5.5 Breach by CUSTOMER of any of the foregoing provisions regarding Product rental will entitle GDS to enter CUSTOMER's premises where the Product is reasonably believed to be located, and remove such Product without any legal process or notice, and without being liable for trespass or damage, and to declare all amounts remaining unpaid to be immediately due and payable by CUSTOMER.

6 REMOTE MANAGED SERVICES:

6.1 Remote Managed Services is defined as Service work that GDS performs as defined and designated as "Remote Managed Services" in the Quote.

6.2 Remote Managed Services work will be provided as outlined in a Quote.

6.3 In the event the Due Date is delayed, GDS and CUSTOMER will make all reasonable efforts to agree upon a new Due Date.

6.4 CUSTOMER shall adhere to the Remote Managed Services Installation Guidelines set forth in the Quote.

6.5 In no event will GDS be liable for failure to meet the Managed Service work as set forth in the Quote when such failure is due to an act or omission by CUSTOMER.

6.6 CUSTOMER's sole remedy for a failure by GDS to provide Managed Services as set forth in the Quote will be for the CUSTOMER to request a credit for the Managed Services not performed or request a the Managed Services be performed at a service date that is acceptable to GDS.

Exhibit B Payment Terms for Specific Services and Products

1 SATELLITE SERVICES:

- 1.1 Unless otherwise agreed in writing by the parties or stated in a Quote, billing for Satellite Services (or any part thereof) will commence upon the acceptance date for each network site, which is defined as follows: the earlier of (i) CUSTOMER's signature of the Acceptance Certificate or (ii) forty-eight (48) hours from installation of the Satellite Services, provided that CUSTOMER does not provide GDS with written notice that the Satellite Services fail to perform in accordance with the specifications in a material aspect, within the aforementioned 48-hour time period.
- 1.2 Unless otherwise agreed in writing by the parties or stated in a Quote, GDS will invoice and CUSTOMER will pay, monthly in advance for the satellite services provided by GDS, including all applicable federal, state, provincial, local and other taxes, including value added tax and fees, including, if applicable, any fees established by a regulatory authority (including fees associated with the Universal Service Fund) for the provision of telecommunication services, which may be attributable to the sale or use of Satellite Services.

2 TELEPHONE SERVICES:

- 2.1 Unless otherwise agreed in writing by the parties or stated in a Quote, GDS will invoice and CUSTOMER will pay, monthly in advance for the Telephone Services provided by GDS, including all applicable federal, state, provincial, local and other taxes, including value added tax and fees, including, if applicable, any fees established by a regulatory authority (including fees associated with the Universal Service Fund) for the provision of telecommunication services, which may be attributable to the sale or use of Network Services.

3 DATA CIRCUITS SERVICES:

- 3.1 Unless otherwise agreed in writing by the parties or stated in a Quote, GDS will invoice and CUSTOMER will pay, monthly in advance for the Data Circuit Services provided by GDS, including all applicable federal, state, provincial, local and other taxes, including value added tax and fees, including, if applicable, any fees established by a regulatory authority (including fees associated with the Universal Service Fund) for the provision of telecommunication services, which may be attributable to the sale or use of Network Services.

4 PROFESSIONAL SERVICES AND CABLING SERVICES:

- 4.1 Unless otherwise agreed in writing by the parties or stated in a Quote, GDS will invoice the CUSTOMER for services rendered upon completion of the job. Where job completion extends beyond a calendar month, CUSTOMER will be progressively billed for services completed through month-end and CUSTOMER will pay, monthly in arrears for all services provided by GDS, including all applicable federal, state, provincial, local and other taxes as required by law.

5 PRODUCT SALE:

- 5.1 Unless otherwise agreed in writing by the parties or stated in a Quote, invoices for sales of Product will be sent on or after the date of shipment from Vendor Partners and will include all applicable federal, state, provincial, local, VAT and other taxes that may be levied upon the Product.

6 PRODUCT RENTAL:

- 6.1 Unless otherwise agreed in writing by the parties or stated in a Quote, GDS will invoice and CUSTOMER will pay, monthly in advance for the Product Rental provided by GDS, including all applicable federal, state, provincial, local, and other taxes including value added tax and fees which may be attributable to the product rental.

7 MANAGED SERVICES:

- 7.1 Unless otherwise agreed in writing by the parties or stated in a Quote, GDS will invoice and CUSTOMER will pay, monthly in advance for the Managed Services provided by GDS, including all applicable federal, state, provincial, local and other taxes, including value added tax and fees, including, if applicable, any fees established by a regulatory authority, which may be attributable to the sale or use of Managed Services

Exhibit C - Installation Guidelines- Satellite Services

Scope

These installation guidelines set forth the obligations of Customer with respect to installation of Equipment. Unless otherwise agreed to in a quotation, Customer is responsible for meeting the requirements of these guidelines, at its sole expense.

Construction and Position of the Antenna

Customer is responsible for ensuring that the antenna has a clear and unrestricted view of the applicable satellite, at all times. Customer shall follow GDS' reasonable instructions with respect to positioning of the antenna. Antennas should not be installed near traffic ways. Customer warrants that it will supervise all third party personnel requiring access to the antenna or the area surrounding it. In no event will GDS be liable for damage to the antenna or failure of Network Services due to acts or omissions of third parties, or for any resulting health defects which may be incurred through such third party's proximity to the antenna.

Installation Requirements

Customer shall ensure that GDS has free and unimpeded access to and egress from the installation site. Customer shall obtain all necessary permits, consents and authorizations ("Authorizations") necessary for the placement of the antenna. Authorizations shall include but not be limited to consent from the building owner, licenses associated with use of the Equipment and any governmental consents or permits.

The antenna shall be installed on a level surface. If roof installation is required, such requirements will be set forth in the site survey.

Unless otherwise agreed to in a quotation, Customer shall provide all equipment necessary for the installation. This may include, without limitation, use of a crane, scaffolding or hydraulic lifts.

Customer shall ensure that there is sufficient space for the antenna. The following table sets forth the area around the antenna, which must be kept free from all other objects, in order to ensure safe and proper operation of the antenna.

Antenna Diameter (Meters)	1.0	1.2	1.8	2.4	3.7
Surface Area for Antenna (Meter)	1x1	2x2	5x5	6x6	9x8

Customer shall make available to GDS all technical description and other information required by GDS relating to the construction of the antenna foundation. GDS shall provide to Customer general static information for the antenna foundation. Customer shall construct the antenna foundation according to GDS' specifications, at its sole expense. Customer is solely responsible for ensuring that the antenna foundation meets the requirements of any applicable law, rule, regulation, permit or Approval.

Laying of Cables

Customer is solely responsible for the laying of any required IF cables and power cables. The distance between the antenna and the internal equipment shall not exceed 150m. Cables should not be laid parallel to existing power lines, and should be protected against damage by vehicles, construction work, persons, etc.

Safety Requirements

GDS will perform all installations in accordance with all applicable health and safety laws, rules and regulations. Customer shall also comply with all applicable health, safety and environmental laws, rules and regulations.

Environmental Requirements

The following table contains the environmental requirements for Equipment. To the extent that there is any conflict between the following table and the specifications set forth in the manufacturer's installation and/or operation guides, the manufacturer's documentation shall take precedence. Customer will ensure compliance with these requirements. GDS shall not be responsible for any damage or failure of Equipment due to Customer's failure to comply with such requirements.

Temperature	0°C to 40°C	- 40° C to 70° C
Humidity	5 % to 95 % not condensate	
Shocks/Vibrations	As is usual with respect to commercial transportation	

Electric Power Supply

Customer shall provide, at its sole expense, an uninterruptible power supply of 230 V / 16A / 50Hz or 120 V / 20A / 60 Hz, depending upon the country, for installation and maintenance. If Customer does not provide power on an uninterruptible basis, then Customer shall be liable for any and all damages arising thereby.

If stated on a quotation, GDS may provide an uninterruptible power supply, subject to availability. If GDS does so provide such power, then GDS will invoice Customer and Customer will pay for all costs associated therewith. Specifications for any power that GDS may supply will be as follows, and as applicable depending upon the country where the installation is to be performed:

Input voltage (alternating current):	220 – 240 V 115 – 125 V
Fluctuating range input voltage (alternating current):	190 – 250 V 115 – 125 V
Input frequency range:	50 Hz +/- 10% 60 Hz +/- 10%

Customer shall ensure that any electricity supply is shut down upon request by GDS at any time, to the extent that it is necessary to avoid damage or interference to the Network Services. Customer shall provide the contact details of Customer's designated representative who has the authority to shut down electricity.

Lightning Protection

If there is no lightning protection system at the installation site, or if an existing lightning protection system is more than 5m from the antenna location, then Customer shall arrange for the antenna and any other ancillary equipment to be connected to an appropriate lightning protection system and ground. Customer shall comply with all applicable laws, rules and regulations. Customer shall further ensure that the IDU has a potential equalization location with a response resistance of < 2 Ohm. Customer shall also provide a cable trunk for the connection between the antenna and internal Equipment. The maximum distance for the lightning/grounding protection system is 5m for both the antenna and the internal Equipment. Cable specification should be Cu / Fe / Ø 10mm.

Fuses

Customer shall provide fuses in accordance with the following specifications:

For internal Equipment	230 V-	16 A	As separate circuits with safety sockets
For antenna heating (if applicable)	230 V-	10 A	As separate circuits with grounding
If antenna AC us used	230 V – I 10 A	10 A	As separate circuits with grounding

Services Not Included in Standard Installation

In addition to the other provisions of this Appendix A, the following are not included in the standard installation. If Customer requests GDS to provide any of the following, then GDS will issue a separate quotation for such services.

- Any preliminary work
- Laying of cable lines
- Construction work, e.g. laying of foundation
- Fencing of the antenna unit
- Assembly of lightning protection
- Use and operation of a crane
- Disassembly of any existing equipment
- Packaging and crating of any removed/de-installed equipment
- Any labor associated with the foregoing