



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 SAT03

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES
 INVOICES, AND SHIPPING PAPERS
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW

CHANGE ORDER

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

AGENCY COPY

VENDOR

*528085411 310-606-9590
 G2 SATELLITE SOLUTIONS COMPANY
 222 N SEPULVEDA BLVD
 SUITE 2222
 EL SEGUNDO CA 90245

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/02/2003		NET 30		954607698			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	08/14/2004	EA	906-20		.00000		
	PER THE ATTACHED COST PAGE						
	OPEN-END CONTRACT						
	TO PROVIDE SATELLITE TRANSPONDER TIME FOR USE BY THE WV EDUCATIONAL NETWORK.						
	SPECIAL CONSIDERATION: SATELLITE ORIENTATION WILL BE CONSIDERED IN THE AWARD OF THE CONTRACT. SATELLITES LOCATED EAST OF 69 DEGREES AND WEST FOR 120 DEGREES CAN NOT BE RECEIVED AT MANY DOWNLINK SITES BECAUSE OF MOUNTAINOUS TERRAIN.						
	PLEASE LIST THE TENTATIVE SATELLITE TO BE USED FOR C - BAND SERVICE: GALAXY IIIC						
	ESTIMATED ANNUAL USAGE: PRIME & NON-PRIME TIME 200 HOUR						
	FALL 2003.....80 HOURS						
	SPRING 2004.....80 HOURS						
	SUMMER 2004.....40 HOURS						
	TOTAL...200 HOURS						
	KU BAND.....100 HOURS						

WV State Purchasing Division
 Administration Unit
 Certified Encumbered

Amy Fairchild

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END
TOTAL

David Wayfield

BY *Charlyn Miller*
 CHARLYN MILLER 304-558-2596

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	PRICING PER THE ATTACHED PAGES.						
	SIMULTANIOUS TRANSPONDERS MUST BE ON THE SAME SATELLITE						
	ALL SATELLITE TIME CAN BE ORDERED IN FIFTEEN MINUTE INCREMENTS.						
	CUSTOMER HAS THE RIGHT TO CANCEL RESERVATION FOR SATELLITE TIME WITHOUT PENALTY UPON FOURTEEN (14) DAYS ADVANCE NOTICE.						
	THE WV EDUCATIONAL NETWORK IS THE PRIMARY AGENCY AND IS PROVIDING EDUCATIONAL TELECOMMUNICATIONS BETWEEN THE INSTITUTIONS OF HIGHER EDUCATION AND OTHER STATE AGENCIES. WV EDUCATIONAL NETWORK IS LOCATED ON THE CAMPUS OF WV STATE COLLEGE, INSTITUTE, WV. THEIR WEB SITE ADDRESS IS: WWW.WVSC.EDU/EDNET						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 08/15/2003 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE						

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
<p>"TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN</p>							

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	<p>CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY</p>						

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	ELECTRONIC MEDIUM SUCH AS CD-ROM.						
	PLEASE SEE ATTACHED						

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AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURSE** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: Adm/Purchasing

Signed: Karen Byrd

Title: Assistant Director

Date: June 2, 2003

VENDOR

Company Name: G2 Satellite Solutions

Signed: Sheryl Kottan

Title: Contracts Manager

Date: May 6, 2003

BANDWIDTH AD HOC TERMS AND CONDITIONS

The following policies are intended to govern service order acceptance, confirmation, change and cancellation issues regarding Occasional Use / Ad Hoc satellite bandwidth.

1. Order Acceptance:

- a. All Broadcast Service Orders (BSOs) will be registered on a first come, first served basis, subject to availability at the time of receipt of the request.
- b. No BSOs for Occasional Service extending beyond a one year rolling period or beyond the termination date of the Master Agreement, whichever is sooner, will be accepted.
- c. Inquiries will be accepted and registered in the scheduling system as a courtesy. All inquiries pending Customer confirmation will be cancelled 72 hours prior to the start of Service. G2 is not obligated to communicate with Customers regarding the status of inquiries.
- d. G2 reserves the right to change the Service Facilities (including the right to reassign satellite transponders, service providers and teleports) up to four (4) hours prior to the start of Service. G2 will notify Customers as promptly as possible of any changes in Service Facilities.
- e. Date and time conversion to other time zones may be provided as a courtesy, but all services are clocked by the PanAmSat Global Scheduling Center (GSC) on a 24 hour basis, calculated in Greenwich Mean Time ("GMT").
- f. BSO confirmations are recorded at the time transmitted by the Panamsat GSC.

2. Cancellations:

- a. Cancellation of Service notices must be in writing and sent via facsimile to G2. Customer cancellations are recorded as of the time received at the G2.
- b. Cancellation Fees are charged as per the fee schedule table, below:

In the event a Customer cancels a BSO placed more than thirty (30) days prior to the transmission and confirmed seventy-two (72) hours after having placed the BSO, G2 may review, on a case by case basis, Cancellation Fees to determine billable charges.

Cancellation Fee Schedule for BSOs placed within 30 days of the transmission:

No Charge.....If cancelled between 30 and 15 days prior to the transmission
25% Charge.....If cancelled less than 15 days prior to the transmission (>240 Hours)
50% Charge.....If cancelled less than 10 days prior to the transmission (>120 Hours)
100% Charge...If cancelled less than 5 days prior to the transmission (<120 Hours)

Cancellation Fee Schedule for BSOs placed more than 30 days prior to the transmission:

100% Charge....If cancelled later than 72 hours after service confirmation (>720 Hrs)

3. Changes in Confirmed Broadcast Service Orders:

a. General: Changes to confirmed BSOs will be posted as if they were made on the original order date and are subject to cancellation charges as if made on the original order date. All changes must be confirmed by facsimile.

b. Start Time Changes: Changes to start-time (whether earlier or later) are on an as available basis. Once confirmed, early start changes are subject to the original order date cancellation fees. Any additional deposits required are due immediately. Any time cancelled because of a late start is subject to the cancellation fees in effect at the time the change is confirmed.

c. End Time Changes: Changes to end-time (whether earlier or later) are on an as available basis. Once confirmed, late end changes are subject to the original order date cancellation fees. Any additional deposits required are due immediately. Any time cancelled because of a late start is subject to the cancellation fees in effect at the time the change is confirmed.

d. Feed Minimum Charges: Should changes in the start-time and end-time result in a transmission that is less than 50% of the original BSO, 100% cancellation fees for the entire original BSO shall apply.

4. The Unauthorized Transmissions clause shown below is required in all contract(s) in which a commercial company is the end user.

Unauthorized Transmissions

Buyer shall defend and indemnify Seller and its satellite transponder provider from any claims, liabilities, losses, costs, or damages, including attorneys' fees and costs, arising out of any transmission by Buyer that is libelous, slanderous, an infringement of copyright or patent, or which is otherwise illegal.

5. The Buyer will be responsible for acquiring and maintaining all the necessary licenses, permits, civil works, site fees, landlord and governmental (local, state and federal) approvals for the installations. The Buyer shall be responsible for any taxes, tariffs, duties, landing rights, permits and licensing fees if required.
6. Please be advised that in most cases, commercial satellite bandwidth providers will not agree to early termination once contract duration is selected. The termination liability in such cases would be equal to the total amount of the payments remaining in the service duration period.
7. This proposal does not include any costs for transportation, travel, freight, duties, taxes, in-country tariffs, landing rights, licensing fees or other fees associated with export.
8. Any Customer Furnished Equipment to be used with the satellite space segment provided, must be approved by the Seller.

Blanket Contract for "C" Band Satellite Transponder Time

C-BAND TRANSPONDER TIMES AND RATES FOR WEEKDAYS, MONDAY THROUGH FRIDAY ONLY					
All C-Band time shall be on the same domestic fixed satellite, same polarity, consistently on the same respective transponder, and customer may book time a semester in advance. Satellite time shall be permeable with a 60 day notice from the contractor. Cancellation of the satellite time by the customer with 14 days advance notice shall be a no charge.					
SCHEDULE OF HOURS/RATES	Week Day Time Frames	Hourly Rate	45 minute rate	30 minute rate	15 minute rate
Prime Time Hours	From: To:	\$285.00	\$214.00	\$143.00	\$72.00
Non-Prime Time Hours	From: To:	\$285.00	\$214.00	\$143.00	\$72.00
Prime Time Hours Ad-Hoc Time	From: To:	\$285.00	\$214.00	\$142.00	\$72.00
Non-Prime Time Hours Ad-Hoc Time	From: To:	\$285.00	\$214.00	\$142.00	\$72.00

KU-BAND TRANSPONDER TIMES AND RATES					
All Ku-Band time may be purchased on "call up" or ad hoc time on available basis. Satellite time shall be permeable with a 30 day notice from the contractor. Cancellation of the satellite time by the customer with 16 days advance notice shall be at no charge.					
SCHEDULE OF HOURS/RATES	Time Frames	Hourly Rate	45 minute rate	30 minute rate	15 minute rate
Prime Time Ad hoc - Weekday	From: To:	\$355.00	\$267.00	\$178.00	\$89.00
Non-Prime Time Ad hoc- Weekday	From: To:	\$355.00	\$267.00	\$178.00	\$89.00
Prime Time Ad-hoc- Week Ends	From: To:	\$355.00	\$267.00	\$178.00	\$89.00
Non-Prime Time Ad-hoc Week Ends	From: To:	\$355.00	\$267.00	\$178.00	\$89.00

