



SAGENET'S SPACENET SATELLITE SERVICES™

FAIR ACCESS POLICY & ACCEPTABLE USE

I. Overview

The SageNet Spacenet Satellite Services Fair Access Policy ("FAP") governs the use of all Spacenet Inc. (a SageNet of Tulsa, L.L.C. company) satellite-based data services (the "Service", including Internet access). Hereinafter, Spacenet and SageNet are referred to as "SageNet". The FAP is subject to the definitive agreement governing service provision between SageNet and the purchaser of the Service ("Customer"). Customer's use of the Service constitutes acceptance and agreement of the terms and conditions defined in this document. Customer agrees that its customers and end-users ("Subscribers") are bound to these same restrictions, and that Customer shall strictly enforce all provisions of this FAP with such Subscribers. Any violation by its Subscribers may be considered a material breach by Customer. Should Customer fail to enforce this FAP, or be unable to comply with the network guidelines set forth by SageNet, SageNet may take such action as it deems necessary to protect the integrity of its Satellite service and resolve any FAP violation. SageNet reserves the right to modify or clarify this document at any time, without notice, effective upon posting the revised policy on the web site (www.sagenet.com).

SageNet reserves the right to prevent improper or excessive consumption of bandwidth. Customer should be aware that the networking of additional computers to access the Service may result in excessive bandwidth consumption. In such event, SageNet may, among other available actions, limit any excessive throughput, discontinue service via blocking of specific ports or communication protocols, and discontinue Service to the Customer or Subscriber with improper or excessive bandwidth consumption, whether intended or unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes).

II. Fair Access Policy – Commercial Grade Services

For its commercial grade services, including former Connexstar (CX), Connexstar S2 (CX-S2) and custom and hybrid networks, SageNet does not pre-set data volume limitations to automatically throttle the Customer's data rate. However, in order to support the 'Minimum Assured Network Speed' feature on the SageNet Satellite Services, SageNet does closely monitor the aggregate network utilization and individual VSATs data volume, on a per site basis. In the event that a Customer site or sites exceeds the weekly/monthly data volume quotas stated below for the class of service and the corresponding data rate package then Customer site or sites will be considered out of specification for the network and will no longer be eligible for service level credits associated with the Minimum Assured Network Speed feature. Additionally, SageNet reserves the right to take additional action to protect the fair access of network resources for other customers. Such additional actions may include but are not limited to, moving out of specification sites to a higher class of service that meets the traffic profile requirements, consultation with Customer to modify the nature of the site traffic profile and applications, billing for traffic levels in excess of the stated FAP limits, and moving out of specification sites to a segregated portion of the network. Some actions as described above may require additional charges to Customer. All other terms and conditions of the Customer Agreement notwithstanding, Customer may elect at their discretion to pay said additional charges or to discontinue service for the out of specification site or sites.

III. Acceptable Use / Fair Access Policy – Data Quota Specifications

SE-II Based Full-Time Services

Broadband Series (OB/IB)	S2 B-600 512K/128K	S2 B-800 1M/128K	S2 B-1000 1M/256K	S2 B-1500 1.5M/512K	S2 B-2000 1M/1M	OB 512K Upgrade
IB GBs/site/month	0.4	0.4	1.2	2.4	4.8	0
OB GBs/site/month	2.4	4.8	4.8	7.2	4.8	2.4

Performance Series (OB/IB)	S2 P-1000 1M/384K	S2 P-1500 1.5M/512K	S2 P-2000 1M/1M	S2 P-4000 3M/1M	OB 512K Upgrade
IB GBs/site/month	3.2	7.2	9.6	9.6	0
OB GBs/site/month	9.6	14.4	9.6	28.8	4.8

CIRs	2kbps	8kbps	16kbps	32kbps	64kbps	64kbpd OB multicast
IB GBs/site/month	0.5	2	4	8	16	0
OB GBs/site/month	0.5	2	4	8	16	16

SCADA Series	SCADA S2 64	SCADA S2 128	SCADA S2 256	SCADA Usage Upgrade
IB GBs/site/month	0.4	0.8	1.2	0.4
OB GBs/site/month	0.4	0.8	1.2	0.4

SkyEdge based Full Time Services

Broadband Series	BB-128	BB-256	BB-512	OB 512K Upgrade
IB MBs/site/week	150	300	600	0
OB MBs/site/week	1,200	1,200	1,200	600

Performance Series	PS-256	PS-512	PS-1024	OB 512K Upgrade
IB MBs/site/week	900	1,800	3,600	0
OB MBs/site/week	3,600	3,600	3,600	1,800

CX Series	CX-150	CX-500	CX-1000
IB MBs/site/week	40	80	160
OB MBs/site/week	80	160	320

SE Series	SE-64	SE-128	SE-256	SE-384	SE-512	SE-768	SE-1024
IB MBs/site/week	40	80	160	240	320	400	480
OB MBs/site/week	480	480	480	480	480	480	480

SE Plus Series	SE-128+	SE-256+	SE-384+	SE-512+	SE-768+	SE-1024+
IB MBs/site/week	80	160	240	320	400	480
OB MBs/site/week	160	320	400	480	560	640

IV. SE-II based BC Services and Legacy "1 Day Part Time" Services

Broadband Series (OB/IB)	S2 B-600 512K/128K	S2 B-800 1M/128K	S2 B-1000 1M/256K	S2 B-1500 1.5M/512K	S2 B-2000 1M/1M	OB 512K Upgrade
IB GBs/site/month	0.04	0.04	0.12	0.24	0.48	0
OB GBs/site/month	0.24	0.48	0.48	0.72	0.48	0.24

Performance Series (OB/IB)	S2 P-1000 1M/384K	S2 P-1500 1.5M/512K	S2 P-2000 1M/1M	S2 P-4000 3M/1M	OB 512K Upgrade
IB GBs/site/month	0.32	0.72	0.96	0.96	0
OB GBs/site/month	0.96	1.44	0.96	2.88	0.48

V. SkyEdge Based BC Services & Legacy "1 Day Part"

Broadband Series	BB-128	BB-256	BB-512	OB 512K Upgrade
IB MBs/site/month	60	120	240	0
OB MBs/site/month	480	480	480	240

Performance Series	PS-256	PS-512	PS-1024	OB 512K Upgrade
IB MBs/site/month	360	720	1,440	0
OB MBs/site/month	1,440	1,440	1,440	720

VI. SkyEdge based BC Plus Services and Legacy "5 Day Part Time" Services

	PS-256	PS-512	PS-1024	OB 512K Upgrade
IB MBs/site/month	1,800	3,600	7,200	0
OB MBs/site/month	7,200	7,200	7,200	3,600

VII. SE-II based Emergency Communication Services

Emergency Communication Services	ECS Standby	ECS connect
IB MBs/site/month	40	Unlimited
OB MBs/site/month	240	Unlimited

ECS Flex	ECS Flex 600	ECS Flex 800	ECS Flex 1000	ECS Flex 1500	ECS Flex 2000	OB 512K Upgrade
IB GBs/site/month	0.16	0.16	0.48	0.96	1.92	0
OB GBs/site/month	0.96	1.92	1.92	2.88	1.92	0.96

VIII. Miscellaneous

SageNet's inbound transmission technology is packet-driven in design. For example, applications that send small quantities of packets with large data payloads per packet may experience better performance than applications sending large numbers of packets with small data payloads. Consequently, monitoring, streaming or "pinging" applications that transmit a very high number of small packets consume disproportionate amounts of VSAT inbound bandwidth resources, and may impact the network performance negatively; these applications are, therefore, subject to regulation by SageNet.

Customer's on-line activity will be subject to the then-current bandwidth, data storage and other limitations of the Service, which SageNet may, from time to time, revise in its discretion without providing advance written notice.

Customer is also required to utilize SageNet-proprietary Internet Page Accelerator (IPA) technology with all PCs connected to the Service that will be used for HTTP browsing.

Customer agrees that it will not initiate, participate in, or allow any of the following activities through or in connection with the Service, which constitute examples of improper use of the Service and therefore are prohibited. In SageNet's sole discretion, SageNet may, WITHOUT NOTICE, SUSPEND OR TERMINATE Customer's access to the Service, upon the occurrence of any of the following events.

Customer may not:

- a) Use the Service for illegal purposes or for the transmission of material that is known to be false, unlawful, harassing, libelous, defamatory, profane, invasive of another's privacy, abusive, threatening, harmful, vulgar, obscene, sexually explicit, hateful or otherwise objectionable; to post material, non-public information about companies, without the authorization to do so; to post or transmit third-party copyrighted information or in any way infringe on the intellectual property, contractual, or fiduciary rights of others; for the transmission of junk mail or chain letters, or to distribute bugs, viruses or such other harmful elements; to post improper messages; to attempt to break security, or in fact, to break security of any computer network, to access an account which does not belong to Customer, or any other act of a malicious nature which may reasonably result in harm or damage to another user's service, equipment, or privacy, including, but not limited to, any act of fraud; or to violate the terms of the agreement by which Customer is taking the Service from SageNet;
- b) Post messages substantially similar in content to ten (10) or more news groups, forums, automated e-mail lists or other similar groups or lists (each a "List") or intentionally post to any List any content or information that violates or is otherwise inconsistent with the terms of use or other owner-published description of the group or List;
- c) Send any spam, unsolicited mass distribution of e-mail or other solicitations, or otherwise unsolicited e-mail. Except as otherwise defined under applicable law, "unsolicited e-mail" does not include any message (i) addressed to an individual with whom the sender has a preexisting and ongoing business or personal relationship, (ii) received from a non-commercial organization or entity



of which the individual is a pre-existing member or (iii) posted to a List that does not otherwise violate this policy. Conduct mail-bombing (sending mass amounts of email to one recipient or system) with the intent to render said system dysfunctional; or Syn-flood attacks (to overburden a recipient's computer system by sending a high volume of spurious data which effectively impedes functionality, or totally disables recipient system) and any other methods of denial of service;

- d) Engage in any of the foregoing activities by using the service of another provider, but channeling such activities through
- e) SageNet IP addresses as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect the Service;
- f) Improperly restrict, inhibit, or degrade any other SageNet customer's use of the Service, or restrict, inhibit, disrupt, degrade or impede SageNet's ability to deliver the Service and monitor its delivery of the Service;
- g) Install automated search and retrieve programs or similar automated and manual routines which generate excessive amounts of net traffic;
- h) Engage in any activity that compromises or threatens SageNet's ability to provide the Service in a reasonable and efficient manner. Examples of prohibited use include, but are not limited to, running servers for mail, http, ftp, irc, and multi-user interactive forums, and providing Internet access to others through a dial-up connection, multi-user interactive forums, or similar means;
- i) Engage in any other activity which is in violation of law, or threatens the integrity of any computer system, or violates generally accepted standards of Internet conduct and usage, including but not limited to denial of service attacks, web page defacement, port and network scanning and unauthorized system penetrations.

SageNet reserves the right to implement technical mechanisms which block postings and messages which, in SageNet's sole discretion, violate this FAP before they are forwarded or otherwise sent to their intended recipients. SageNet also reserves the right to take such action as may be necessary to protect the integrity of the network, including, but not limited to, regular system monitoring, as well as port scanning and shutting down of ports affected by viruses, worms or other malicious code.

Customer agrees to comply with the laws, rules, regulations and policies applicable to any network, server, computer database, web site, newsgroup or ISP that is accessed through the Service. Any violation of such laws, rules, regulations or policies may serve as cause for SageNet to suspend or terminate the Service as provided herein.

Nothing contained in this policy shall be construed to limit SageNet's rights or remedies in any way with respect to any of the foregoing activities, and SageNet reserves the right to take any and all additional actions that it may deem appropriate with respect to such activities, including without limitation, investigating suspected violations of this FAP, taking action to recover the costs and expenses of identifying offenders and terminating their access to and use of the Service, and levying cancellation charges to cover SageNet's costs in the event of termination of access to the Service. In addition, SageNet reserves at all times all available rights and remedies with respect to such activities at law or in equity.