

BGAN SERVICE ORDER

Customer pays taxes, USF fees and other fees in addition to rates shown.

| | Monthly Fee | Money Bundle | |
|---|--|--|----------------|
| STANDARD +25 PLAN Initial Term: 12-months | \$75 per month \$50 Activation Fee | \$25 per month Can be applied toward any usage except Fixed-to-Mobile calls. | |
| OPTIONAL SERVICES: | | | |
| <input type="checkbox"/> Mailed Bill Fee | \$1 per month per invoice | <input type="checkbox"/> Public Static IP \$25.00 per month | |
| <input type="checkbox"/> U.S. Phone Number | \$9.95 per month | | |
| Call Type | Rate | Call Type | Rate |
| Standard IP data | \$6.85/MB | Streaming IP data 32 kbps | \$3.05/minute |
| Mobile-to-Fixed Voice (PSTN) | \$0.97/minute | Streaming IP data 64 kbps | \$5.84/minute |
| Fixed-to-Mobile Voice | \$1.50/minute | Streaming IP data 128 kbps | \$10.16/minute |
| Fixed-to-Mobile ISDN | \$5.42/minute | Streaming IP data 176 kbps | \$14.39/minute |
| Voice calls to Cellular Networks | \$1.15/minute | Streaming IP data 256 kbps | \$17.53/minute |
| Voice calls to Voicemail | \$0.74/minute | Streaming IP data 384 kbps | \$24.55/minute |
| Voice calls to BGAN/FBB/SBB/GSPS | \$0.70/minute | BGAN HDR Half Channel /64k | \$17.53/minute |
| Voice BGAN to Iridium Voice | \$9.82/minute | BGAN HDR Half Channel Symmetric | \$23.81/minute |
| Voice BGAN to Globalstar Voice | \$7.14/minute | BGAN HDR Full Channel / 64k | \$26.99/minute |
| Voice calls to Thuraya & Other MSS | \$4.95/minute | BGAN HDR Full Channel Symmetric | \$32.39/minute |
| | | ISDN calls to PSTN (Fax & 3.1 kHz) | \$5.95/minute |
| SMS Charges (per SMS) | \$0.48/each | ISDN calls to other satellite phones | \$14.95/minute |

Payment Method: Credit approval is based on a valid U.S. credit card, substantial deposit, approved company purchase order, or a Dunn & Bradstreet credit report. By default, the Customer's credit card will be billed automatically each month for the charges described in this agreement. If Customer does not provide the U.S. credit card for the automatic monthly billing, an additional \$2 per month per phone charge will apply, and the Customer agrees to pay within 30 days of the statement date for service continuation. Payment must be made by check drawn on a US bank, money order, wire transfer, or a U.S. credit card.

Money Bundle: The Money Bundle applies to any type of usage except Fixed-to-Mobile calls. Unused parts of the Money Bundle are lost and do not roll to a subsequent month.

Billing: Customer agrees to pay for all data and calls sent or received through the BGAN terminal. Standard IP data is offered on a best-effort basis; KB refers to a kilobyte of data; MB refers to a megabyte of data; kbps refers to a data rate in kilobits per second; CDR means call detail record; ISDN services include: circuit-switched data calls at 56 kbps, 64 kbps or 3.1 kHz Audio. Standard IP data access sessions are billed in 100 KB increments with a 100 KB minimum per "session CDR"; a session CDR is generated for every 2 MB of usage or every 12 hours of connection time, whichever comes first. Voice, ISDN, and streaming IP services are billed in 30 second increments with a 30 second minimum per call. SMS messages are limited to 160 characters, and charges apply for each addressed recipient even if an SMS message is not received. Customer is advised that other types of calls not shown in the rate chart can be at much higher rates, and the Customer is responsible to know the rate before making the call. **Definitions:** Public Switched Telephone Number (PSTN); Mobile Satellite Service (MSS); Inmarsat Broadband Global Area Network (BGAN); Inmarsat FleetBroadband (FBB); Inmarsat SwiftBroadband (SBB); Inmarsat Global Satellite Phone Service (GSPS); Integrated Services for Digital Network (ISDN); Short Message Service (SMS).

Fixed-to-Mobile Calls: The US Phone Number service is a dedicated single-stage U.S. number for inbound calls to your BGAN billed at the Fixed-to-Mobile Voice rate (for 4.2 kbps voice) or Fixed-to-Mobile ISDN rate (for premium 3.1 kHz voice or 64 kbps ISDN data). Optional two-stage voice (SD) is also billed at the Fixed-to-Mobile Voice rate.

Initial Term: This Service Agreement has an Initial Term of 12 months as measured from the activation date of the specific Unit being provisioned. The month of activation counts as the first whole month of the Initial Term of the contract, regardless of the day of the month of the activation. For example, if an activation occurs on January 17, 2011, the Initial Term would end on December 31, 2011. Breach of this Agreement by early cancellation will result in an early cancellation charge equal to the total monthly service charges remaining on the Initial Term. After the Initial Term is completed the Service Agreement has automatic one month renewal terms for each subsequent month but the customer can cancel without penalty any time.

Cancellation Procedure: To cancel service, the CUSTOMER must provide Outfitter Satellite with an express written, signed intent to cancel. The CUSTOMER remains responsible for airtime and other usage until 3 business days after the CUSTOMER's requested service cancellation date, and if this service cancellation date is after the 25th of a month, the CUSTOMER is liable for any service fees to be billed in the subsequent month. Upon cancellation, there is no refund or proration for unused bundled or prepaid usage or any service fees. Cancellation notices must be sent to info@OutfitterSatellite.com or faxed to 615-902-0028 or mailed to 2727 Old Elm Hill Pike, Nashville, TN 37214 USA.

BY SIGNING BELOW, I AM ACTIVATING A SERVICE AGREEMENT WITH OUTFITTER SATELLITE, INC. AS INDICATED ABOVE, AND I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL THE TERMS AND CONDITIONS INCLUDED IN ALL PAGES OF THIS AGREEMENT INCLUDING THE TERMS AND CONDITIONS INCORPORATED BY REFERENCE FOUND AT www.OutfitterSatellite.com/adobe/TermsConditions.pdf AND I AGREE TO BE BOUND THEREBY, OR IF I AM SIGNING IN A REPRESENTATIVE CAPACITY, I AGREE THAT THE ENTITY FOR WHICH I AM SIGNING WILL BE BOUND THEREBY. IF SIGNING ON BEHALF OF AN ENTITY, I REPRESENT AND WARRANT THAT I AM A DULY AUTHORIZED REPRESENTATIVE OF THAT ENTITY AND I HAVE SUBMITTED THIS APPLICATION IN MY OFFICIAL CAPACITY AND I WARRANT AND REPRESENT THAT I HAVE FULL AUTHORITY TO DO SO AND TO BIND SAID ENTITY.

CUSTOMER SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____ **ACCOUNT ID:** _____

HIGH USAGE MONITORING:

VZ

MONTHLY USAGE THRESHOLD: _____ **MB x 63 UNITS PER MB =** _____ **UNITS OF USAGE**
IF THE CUSTOMER DOES NOT SPECIFY A MONTHLY USAGE THRESHOLD, OUTFITTER SATELLITE RESERVES THE RIGHT TO SET DEFAULT VALUES. AT CUSTOMER REQUEST, OUTFITTER CAN ALSO CONFIGURE THE MONITORING SYSTEM TO SEND ADDITIONAL ALERT NOTIFICATIONS AT 25%, 50%, AND 75% OF THE MONTHLY USAGE THRESHOLD.

NOTIFICATION EMAIL #1: patd@lexington.ky.gov
NOTIFICATION EMAIL #2: dbirkhol@lexington.ky.gov (optional)
NOTIFICATION EMAIL #3: hlamberte@lexington.ky.gov (optional)

DESCRIPTION OF MONITORING SERVICE: THE MONTHLY USAGE THRESHOLD IS SET ASSUMING ALL THE USAGE IS OF THE STANDARD IP DATA TYPE, BUT THE MONITORING SYSTEM TRACKS ALL USAGE TYPES AND WEIGHTS THEM ACCORDING TO THE UNITS TABLE SHOWN BELOW. IF THE MONITORING SYSTEM DETECTS TOTAL USAGE DURING A GIVEN RUNNING MONTH THAT EXCEEDS THE SPECIFIED MONTHLY USAGE THRESHOLD AN AUTOMATED SUSPENSION OF SERVICES TO THE TERMINAL WILL OCCUR. THE TERMINAL WILL REMAIN SUSPENDED UNTIL THE USAGE MONITOR IS RESET AT THE REQUEST OF THE CUSTOMER OR AN AUTHORIZED USER.

A NEW RUNNING MONTH STARTS EVERY 30 DAYS (MEASURED FROM THE DATE THE MONITOR WAS LAST RESET). AS LONG AS THE MONTHLY USAGE THRESHOLD IS NOT EXCEEDED, THE MONITOR WILL BE RESET AUTOMATICALLY FOR EVERY 30-DAY RUNNING MONTH CYCLE.

LIMITATIONS: THE MONITORING SYSTEM IS A COURTESY SERVICE NOT A PREPAID USAGE SYSTEM. AUTOMATIC SUSPENSION ACTIONS OCCUR WITH A SMALL DELAY (USUALLY LESS THAN 30 MINUTES) RELATIVE TO THE POINT AT WHICH THE MONTHLY USAGE THRESHOLD IS CROSSED. STANDARD IP DATA SESSIONS ARE USUALLY MONITORED EVERY 1.95 MB OR EVERY 30 MINUTES, WHICHEVER COMES FIRST. TELEPHONY AND ISDN CALLS CANNOT BE DISCONNECTED IN PROGRESS AND THUS WILL NOT TRIGGER A THRESHOLD UNTIL THEY ARE COMPLETED. SCHEDULED OR UNSCHEDULED OUTAGES OF THE MONITORING SYSTEM CAN ALSO DELAY ALERT OR AUTO SUSPEND ACTIONS. THIS MEANS THAT ADDITIONAL USAGE BEYOND THE THRESHOLD(S) CAN EASILY OCCUR BEFORE THE ALERT NOTIFICATION (OR AUTO SUSPEND) ACTIONS OCCUR. THE CUSTOMER AGREES THAT HE/SHE REMAINS LIABLE FOR ALL ACTUAL USAGE THAT OCCURS EVEN IF THE MONITORING SYSTEM FAILS TO PERFORM AS EXPECTED DUE TO CLERICAL OR SYSTEM ERROR OR USER MISUNDERSTANDING.

| UNITS TABLE FOR MONITOR | |
|---------------------------|---------------|
| Standard IP | 63 units/MB |
| Voice to PSTN | 9 units/min |
| ISDN data/3.1Khz audio | 58 units/min |
| Streaming X (384-512kbps) | 229 units/min |
| Streaming 256 kbps | 169 units/min |
| Streaming 128 kbps | 99 units/min |
| Streaming 64 kbps | 58 units/min |
| Streaming 32 kbps | 29 units/min |
| SMS | 3 units/SMS |

BARRING OF UNNECESSARY SERVICE TYPES:

A BGAN TERMINAL CAN OFFER A VARIETY OF SERVICE TYPES INCLUDING LOW-SPEED VOICE, STANDARD IP DATA, SMS, STREAMING IP DATA, AND ISDN (SUCH AS 3.1 KHZ AUDIO OR PREMIUM VOICE, ISDN 64 KBPS DATA AND ISDN 56 KBPS DATA). FOR MANY END-USER APPLICATIONS, ISDN AND STREAMING IP DATA ARE UNNECESSARY. ONE METHOD TO PREVENT UNEXPECTED USAGE COSTS IS TO BAR UNNECESSARY SERVICE TYPES. THE CUSTOMER OR ANY AUTHORIZED USER CAN REQUEST A CHANGE IN THE BARRING CONFIGURATION AT ANY TIME IF THESE SERVICE TYPES ARE NEEDED, THOUGH CREDIT APPROVAL MAY BE REQUIRED BEFORE ENABLING STREAMING IP DATA OR ISDN SERVICES. THE CUSTOMER IS RESPONSIBLE TO KNOW THE BARRING CONFIGURATION OF THEIR TERMINAL AT ALL TIMES AND REMAINS RESPONSIBLE FOR ALL SERVICES USED, EVEN IF THE BARRING STATUS IS NOT CONFIGURED CORRECTLY DUE TO CLERICAL ERROR ON THE PART OF OUTFITTER SATELLITE OR ITS VENDOR. BY DEFAULT OUTFITTER SATELLITE ENABLES STANDARD IP DATA, VOICE, AND SMS AND BARS ISDN AND STREAMING IP DATA. IF A DIFFERENT BARRING CONFIGURATION IS DESIRED, PLEASE INDICATE THE CONFIGURATION BELOW:

SPECIAL BARRING CONFIGURATION: [] BAR VOICE [] ENABLE ISDN [] ENABLE STREAMING

Unless otherwise specified, the above configurations will be applied to all BGAN terminal(s) / SIM(s) on the Customer's account. The above configurations can be changed later by written or verbal request by an Authorized User.

 **CUSTOMER SIGNATURE:** _____