

SMARTSKY SERVICE TERMS OF USE AGREEMENT

THIS TERMS OF USE AGREEMENT (THIS "AGREEMENT") IS A LEGALLY BINDING AGREEMENT between the undersigned entity ("Customer") and SmartSky Networks, LLC ("SmartSky") governing the use of the SmartSky Service (as defined below). By execution of this Agreement, Customer agrees, for itself and on behalf of its Users (as defined below) to be bound by this Agreement. Customer further agrees that the terms of this Agreement shall be included by Customer, in whole, in any agreement between Customer and its Users related to or allowing the use of the SmartSky Service. **If this Agreement is not executed by a duly authorized representative of Customer, Customer is not permitted to, and may not permit any User to use the SmartSky Service. Customer and SmartSky to be individually known as a "Party" and collectively as the "Parties".**

THIS AGREEMENT INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT CUSTOMER, ON BEHALF OF ITSELF AND EACH USER, AGREES TO SUBMIT ANY DISPUTE RELATED TO THE SMARTSKY NETWORK OR THE SMARTSKY SERVICE TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. THE DISPUTE RESOLUTION/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT CUSTOMER AND EACH USER AGREES TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY TRIAL WAIVER.

1. SMARTSKY NETWORK AND SMARTSKY SERVICES

1.1. Definitions.

1.1.1. "**SmartSky Service**" means the Internet access service and other data transmission and reception service provided to Customer over the SmartSky Network utilizing an 802.11a/b/g/n/ac (or successor 802.11 protocol), Bluetooth, Ethernet, or other similar wired or wireless network connection for personal use by Customer and its Users in accordance with this Agreement.

1.1.2. "**SmartSky Network**" means the software, hardware, infrastructure, networking, and communications equipment owned, leased, licensed, and provided by SmartSky to facilitate the provision of the SmartSky Service. For clarity, the SmartSky Network does not include routers or any other equipment not provided by SmartSky.

1.1.3. "**User**" means any properly authorized person or entity accessing or using the SmartSky Service lawfully through the Customer's account.

1.2. Grant of Rights; Reservation of Rights. Subject to Customer's compliance with this Agreement, SmartSky grants Customer, and in turn its Users, a personal, non-transferrable, non-exclusive right to access and use the SmartSky Service in accordance with this Agreement. SmartSky (or the respective third party owners of any text, pictures, graphics, logos, images, works of authorship, or other content (collectively, "SmartSky Content")) retains all right, title, and interest in the SmartSky Service and any SmartSky Content offered on the SmartSky Service, including any and all intellectual property rights. Any software which is available as part of or through the SmartSky Service is licensed, not sold, to Customer. SmartSky (or the respective third party owners of SmartSky Content) reserves all rights not expressly granted. Any unauthorized use automatically terminates the permission or license granted by SmartSky.

1.3. Responsibility for Users and Account Activity. The Customer and its Users of the SmartSky Service are bound by all of the terms herein, including, without limitation, the disclaimer of warranties and limitation of liability, and are intended third-party beneficiaries of this Agreement and SmartSky may enforce the terms of this Agreement directly against each such User. Notwithstanding the foregoing, Customer will be responsible and liable for all use or misuse of the SmartSky Service hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise, and irrespective of the identity of the actual User or other third party responsible for such use or misuse.

1.4. Restrictions. Customer and its Users have no proprietary or ownership rights to a specific IP address or other address, log-in name, or password that Customer or any User uses in connection with the SmartSky Service. SmartSky will assign Customer an IP address each time Customer accesses the SmartSky Service, or any time at the discretion of SmartSky without prior notice to Customer. Any IP address assigned to Customer or a User by SmartSky is the property of SmartSky at all times. Customer shall not program any other IP address into Customer's device. SmartSky assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP Addressing.

1.5. Unlawful or Improper Use. Customer will not use, cause, or permit any User or any other person or entity to use or attempt to use the SmartSky Service: (a) for any unlawful, unauthorized, fraudulent or malicious purpose; (b) in a manner that that could damage, disable, overburden, or impair any server, or the network(s) connected to any server; (c) to interfere with any other party's use and enjoyment of the SmartSky Service; (d) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; (e) to access systems, data or information not intended by SmartSky to be made accessible to a User; or (f) to attempt to obtain any materials or information through any means not intentionally made available by SmartSky.

1.6. Internet Risks. Customer and User understand that applications, systems, and devices connected to the Internet are subject to inherent risks common to the Internet, such as malicious code, viruses, hackers, and other similar parties, code, or systems. SmartSky has no liability for any applications accessed or downloaded using the SmartSky Service or for the acts of any third party that may affect the use of the SmartSky Service. Customer and User understand and agree that no data transmitted over the Internet is or can be guaranteed to be completely secure. SmartSky does not guarantee that data submitted or transmitted to SmartSky or through the SmartSky Service will be free from unauthorized disclosure, access, misappropriation, or intrusion.

1.7. User Information. Customer's communications through the SmartSky Service may be the subject of unauthorized third party interception and review. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are Customer's and/or its Users' responsibility. SmartSky has no obligation to monitor the SmartSky Service or Customer's or its Users' use thereof; however, Customer and its Users agree that SmartSky reserves the right to monitor the SmartSky Service electronically from time to time and to disclose any information necessary to satisfy any laws, regulations or other governmental request or as necessary to operate the Service or to protect itself or others.

1.8. Performance Levels. SmartSky makes no guarantees, and expressly disclaims any guarantees with respect to the performance of the SmartSky Service. Customer understands that the SmartSky Service may be subject to network management in order to ensure that all users of the SmartSky Service receive reasonable access. As with any mobile broadband network, actual speeds may vary due to Customer's device, atmospheric conditions, terrain, network capacity, the number of users on the network at the time, time of day, aircraft location, the platform used to provide the SmartSky Service and other factors. The SmartSky Service is available only when it is within the operating range of the SmartSky Network. SmartSky Service coverage area, locations, and maps are subject to change at any time without notice. Actual SmartSky Service coverage, locations, and quality may vary. There will be some geographic areas in which there is no SmartSky Service coverage.

1.9. Third Party Services and Content. The SmartSky Service may allow Customer and Users to view, access or download content, data, services, or products that are provided by third parties ("Third Party Services or Content"). SmartSky does not control, does not endorse, and is not responsible for such Third Party Services or Content, including any Third Party Services or Content provided on the SmartSky Service landing page. Customer and its Users agree that SmartSky is not liable for any loss or damage which may be incurred by Customer and its Users as a result of the availability of Third Party Services or Content, or as a result of any reliance placed by Customer and its Users on the completeness, accuracy or existence of any information, advertising, products or other materials on, or available from, Third Party Services or Content. Customer and its Users agree that the third parties that provide the Third Party Services or Content may, at any time, change the means by which the Third Party Services or Content are viewed or accessed, and consequently, Customer's and its Users' ability to use the SmartSky Service to facilitate

access to any Third Party Services or Content may be temporarily or permanently disabled. SmartSky shall have no responsibility or liability to Customer or its Users whatsoever in relation to the Third Party Services or Content or continuing access to the Third Party Services or Content. Some Third Party Services or Content may be offensive or may not comply with applicable laws where Customer and its Users access the SmartSky Service. Customer and its Users understand that neither SmartSky nor any of its affiliates attempt to censor or monitor any such Third Party Services or Content. Customer and its Users assume total responsibility and risk for access to or use of such Third Party Services or Content and for use of the Internet. SmartSky and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such Third Party Services or Content.

2. EQUIPMENT

2.1. Hardware Requirements. Each User will need a laptop, personal digital assistant, tablet, smartphone or other handheld device with Wi-Fi capability to enable operation of and access to the SmartSky Service. It is each User's responsibility to make sure the device being used to connect to the SmartSky Service has connection capabilities that are compatible with the on-board access technologies and the SmartSky Service.

2.2. Third Party Carriers. The SmartSky Service communicates via data services provided by one or more independent carrier(s). The data service provided by an independent carrier may fail or go off-line from time to time, and during any such outage the SmartSky Service may be unable to transmit and receive information. SmartSky may not receive timely notice of the communications outage from the independent carrier. SmartSky is not obligated to provide the SmartSky Service during any such outages. Telecommunication networks are regulated by Federal and State agencies and changes in rules and regulations may require SmartSky to modify or terminate the SmartSky Service.

3. TERMINATION OR SUSPENSION

Customer may terminate its use of the SmartSky Service in accordance with the terms and conditions of its applicable subscription plan. SmartSky reserves the right to discontinue the SmartSky Service and/or terminate or suspend this Agreement and Customer's or any User's use of the SmartSky Service immediately without notice if Customer or its Users breach this Agreement. In addition, and without limiting the foregoing, Customer understands that SmartSky may terminate or suspend this Agreement and/or the SmartSky Service for any of the following reasons: (a) there is an interruption or unavailability of the SmartSky Service, or if the underlying carrier suspends or discontinues service; (b) SmartSky is unable to provide the SmartSky Service because of an action or ruling by any wireline carrier, cellular carrier, backhaul provider, governmental authority or other third party; and (c) for any other reason as determined in good faith by SmartSky. In no event will SmartSky be liable for any damages or subject to any penalty as a result of SmartSky exercising the right to suspend or terminate this Agreement. All disclaimers of warranties, limitations of responsibility and liability, exclusions of damages and other remedies, and indemnification rights set forth in this Agreement shall survive its expiration or termination.

4. OWNERSHIP OF INFORMATION SUBMITTED VIA THE SYSTEM

4.1. Feedback. If Customer or any of its Users send or submit to SmartSky creative ideas, suggestions, inventions, or materials ("**Feedback**"), through the feedback features provided within the SmartSky Service or otherwise, SmartSky shall: (a) own, exclusively, all now known or later discovered rights to the Feedback; (b) not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Feedback; and (c) be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to Customer or any User or any other person.

4.2. Derived and Aggregated Data. Subject to SmartSky's Privacy Policy, and limits under applicable law with regard to identifiable information, Customer and its Users agree that SmartSky is the full owner of all right, title, and interest in any content, data, or information extracted, derived, aggregated, or otherwise created from any data or information that is provided, submitted, or obtained through the use of the

SmartSky Service, and Customer and its Users agree to hold SmartSky and its affiliates, subsidiaries, licensees, sponsors and assigns harmless from and against, and hereby waive any right to pursue, any claims of any nature arising in connection with the use of any such data in any manner authorized under this Agreement.

5. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER'S AND EACH USER'S USE OF THE SMARTSKY SERVICE IS AT CUSTOMER'S AND EACH USER'S SOLE RISK. THE SMARTSKY SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND SMARTSKY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, TIMELY, ACCURATE, OR ERROR-FREE OPERATION, OR FREEDOM FROM COMPUTER VIRUS OR MALICIOUS CODE. SMARTSKY MAKES NO WARRANTY THAT THE SMARTSKY CONTENT OR THE SMARTSKY SERVICE IS ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY SUCH PROBLEMS WILL BE CORRECTED. SOME STATES DO NOT ALLOW A LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER OR A PARTICULAR USER. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND CUSTOMER OR A PARTICULAR USER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE.

CUSTOMER AND ITS USERS UNDERSTAND AND AGREE THAT THE SMARTSKY SERVICE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN ANY HIGH-RISK OR HAZARDOUS ENVIRONMENT, INCLUDING WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL, LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR ANY OTHER APPLICATION WHERE THE FAILURE OR MALFUNCTION OF ANY PRODUCT CAN REASONABLY BE EXPECTED TO RESULT IN DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR SEVERE ENVIRONMENTAL HARM (A "HIGH RISK ENVIRONMENT"). ACCORDINGLY, (I) CUSTOMER AND ITS USERS SHOULD NOT USE THE SMARTSKY SERVICE IN A HIGH-RISK ENVIRONMENT, (II) ANY USE OF THE SMARTSKY SERVICE BY CUSTOMER OR ITS USERS IN A HIGH-RISK ENVIRONMENT IS AT CUSTOMER'S AND ITS USERS' OWN RISK, (III) SMARTSKY, ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE TO CUSTOMER OR ITS USERS IN ANY WAY FOR USE OF THE SMARTSKY SERVICE IN A HIGH-RISK ENVIRONMENT, AND (IV) SMARTSKY MAKES NO WARRANTIES OR ASSURANCES, EXPRESS OR IMPLIED, REGARDING USE OF THE SMARTSKY SERVICE IN A HIGH-RISK ENVIRONMENT.

6. LIMITATIONS ON LIABILITY

6.1. LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCES SHALL SMARTSKY OR ITS OFFICERS, DIRECTORS, STOCKHOLDERS, VENDORS, CONTRACTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE TO CUSTOMER, ANY USER, OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM ANY ASPECT OF THE RELATIONSHIP PROVIDED FOR HEREIN. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL SMARTSKY, ITS SUCCESSORS AND ASSIGNS, ITS SUBSIDIARIES, AND ITS AFFILIATES BE LIABLE TO CUSTOMER, ANY USER, OR TO ANY THIRD PARTY IN WARRANTY, CONTRACT, NEGLIGENCE, STRICT TORT OR OTHERWISE, REGARDING ANY DEFECTS IN THE DESIGN, DEVELOPMENT, PRODUCTION, OR PERFORMANCE OF THE SMARTSKY SERVICE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE

OR IS DEEMED UNCONSCIONABLE. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER OR A PARTICULAR USER.

6.2. Acknowledgement. Customer and its Users agree that SmartSky's total liability shall be limited to \$500 regardless of whether (a) liability resulted from a failure of the SmartSky Service, or (b) a court or arbitration authority decides that SmartSky breached its obligations under this Agreement, or (c) SmartSky's negligence caused or allowed any harm or damage (whether personal injury, death or property loss) to Customer, its Users, or any third party. Customer and its Users further agree that this shall be the only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine liability. CUSTOMER AND THE USERS ACKNOWLEDGE AND AGREE THAT IF SMARTSKY WERE TO HAVE ANY LIABILITY GREATER THAN THE AMOUNTS DESCRIBED IN THIS AGREEMENT, SMARTSKY'S RISK OF LIABILITY WOULD BE TOO GREAT AND SMARTSKY COULD NOT PROVIDE THE SMARTSKY SERVICES TO CUSTOMER AND ITS USERS. CUSTOMER AND ITS USERS ALSO ACKNOWLEDGE AND AGREE THAT CUSTOMER HAS SELECTED THE SMARTSKY SERVICE WITH A FULL UNDERSTANDING OF THE LIMITATION OF SMARTSKY'S LIABILITY IN THIS AGREEMENT.

7. INDEMNIFICATION

Customer and its Users agree to defend, indemnify, and hold harmless SmartSky, its affiliates, its contractors, and all of their respective directors, officers, employees, representatives, partners, equity holders, stockholders, principals, agents, predecessors, successors, and assigns from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) relating to or arising from Customer's or any User's use or misuse of the SmartSky Service, or any fraud, violation of law, willful misconduct by Customer or any User, or any breach by Customer or any User of this Agreement.

8. PRIVACY AND SECURITY

8.1. Privacy Policy. Customer's and its Users' privacy is important to SmartSky. SmartSky maintains its Privacy Policy on the SmartSky website located at <https://www.smartskynetworks.com/privacy-policy> (the "SmartSky Site"). SmartSky agrees to use Customer's and its Users' personal information in accordance with the Privacy Policy, and Customer consents and acknowledges that Customer's and its Users' personal information may be used in accordance with the Privacy Policy. Customer represents and warrants that it shall obtain from each of its Users written consent for SmartSky's use of their personal information in accordance with the Privacy Policy. SmartSky reserves the right to store all information transmitted via the SmartSky Service and to use it in accordance with the Privacy Policy. SmartSky reserves the right to modify the Privacy Policy from time to time. All modifications will become effective upon posting the revised version on the SmartSky Site; however, SmartSky will provide Customer with written notice of any modifications which effect SmartSky's use of Customer's or its Users' personal information. SmartSky encourages Customer and its Users to periodically check the SmartSky Site for updates. If Customer or its Users disagree with anything in the Privacy Policy, Customer's and its Users' sole and exclusive remedy shall be to discontinue using the SmartSky Services.

8.2. Security. The SmartSky Service generally supports, but does not guarantee the security of, Virtual Private Network (VPN) access and Secure Shell (SSH) access. SmartSky recommends that each User use secure VPN protocols for greater security. Subject to the network management and limitations provisions discussed above, Websites or pages encrypted with Secure Sockets Layer ("SSL") encryption, typically indicated by "https" in the address field and a "lock" icon, can also generally be securely accessed through the SmartSky Service. Customer and its Users should be aware, however, that data packets from un-encrypted Wi-Fi connections can be captured by technically advanced means when such data packets are transmitted between a User's device and the Wi-Fi access point. Customer should therefore take precautions, and encourage its Users to lower security risks. SmartSky recommends that each User follow good security practices, such as ensuring that file-sharing is not enabled while accessing the Internet

through the SmartSky Service and that laptops have a personal firewall and other protection against malware. SmartSky recommends that sensitive or private information not be accessed via or transmitted over any connection that is not encrypted and otherwise secure. While SmartSky takes reasonable steps to protect each User's security, please be aware that SmartSky cannot ensure or warrant the security of any information Customer or any User transmits through the SmartSky Service, and Customer and each User uses the SmartSky Service and provides SmartSky with information at its own risk.

8.3. Acknowledgement of Filtering and Restriction of Access. Customer specifically acknowledges and agrees that SmartSky may, as an incident of providing the SmartSky Service, as required or permitted by law or regulation or by law enforcement authorities, as required or requested by applicable aviation or other regulatory authorities, or as expressly contemplated by this Agreement, use any advanced blocking technologies and other technical, administrative or logical means available to it, to identify, inspect, remove, block, filter, or restrict (collectively, "Restrict") any uses, materials or information (including but not limited to applications, websites, emails and email services): (a) that SmartSky considers to be actual or potential violations of the restrictions on use set forth in this Agreement, including, but not limited to, those activities that may subject SmartSky or its users to liability or danger, or material that may be obscene, lewd, lascivious, filthy, excessively violent, pornographic, harassing, or otherwise objectionable; or (b) that SmartSky deems necessary or appropriate to Restrict for any other commercially reasonable cause or purpose. Because automated filtering mechanisms are not always able to discern content accurately, some non-objectionable content may be unintentionally restricted at times, while some objectionable content may unintentionally evade restriction. Customer expressly agrees to permit SmartSky to manage and control the operation of the SmartSky Network without limitation, which includes managing and controlling the data traffic on the SmartSky Network by throttling and otherwise limiting, modifying, or controlling the data traffic and associated content being provided to the Customer, and which further includes curation of advertisements associated with the data traffic and content provided to the Customer.

9. MISCELLANEOUS

9.1. Severability. If a court of competent jurisdiction finds any provision of this Agreement unlawful or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Customer, its Users, and SmartSky intend that all restrictions on use, disclaimers of warranties, limitations of responsibility and liability, exclusions of damages or other remedies, and indemnification rights of SmartSky in this Agreement shall be upheld and applied to the maximum extent permitted by law.

9.2. Entire Agreement. This Agreement constitutes the entire agreement between Customer and SmartSky. By entering into this Agreement, Customer affirms that Customer is not relying on any other advice, advertisements, or any other representation, promise, condition, inducement, or warranty, express or implied, from any person that is not expressly and specifically set forth in writing in this Agreement. In the event of a conflict between this Agreement and any other communication, request, agreement or order (including any order form not supplied by SmartSky), the terms of this Agreement shall prevail.

9.3. Survival. Section 1.9 and Sections 3 through 9 shall survive the expiration or termination of this Agreement, along with any terms that by their nature would survive.

9.4. Assignment. SmartSky reserves the right to assign this Agreement, in whole or in part, or to subcontract any of SmartSky's obligations hereunder without notifying Customer and without obtaining Customer's consent. Customer may not assign this Agreement, in whole or in part, to someone else (including someone who purchases or rents Customer's premises) unless SmartSky approves the transfer in writing.

9.5. Arbitration.

9.5.1. DISPUTES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL BE SUBMITTED TO BINDING ARBITRATION PURSUANT TO THE PROCEDURE DESCRIBED HEREIN BELOW. ARBITRATION SHALL OCCUR IN WAKE COUNTY, NORTH CAROLINA IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION MAY BE INITIATED BY WRITTEN NOTICE FROM ANY PARTY TO THE OTHER OF THE

INTENT TO INVOKE ARBITRATION (THE "ARBITRATION NOTICE"), WHICH SHALL BE A COMPULSORY AND BINDING PROCEEDING ON THE PARTIES THERETO. THE PARTIES MUST MAKE A GOOD FAITH EFFORT TO AGREE UPON THE SELECTION OF A SINGLE NEUTRAL AND IMPARTIAL ARBITRATOR TO RESOLVE THE DISPUTE. IF THE PARTIES DO NOT AGREE UPON A SINGLE ARBITRATOR WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE THE ARBITRATION NOTICE IS DELIVERED, EACH PARTY SHALL CHOOSE A NEUTRAL AND IMPARTIAL ARBITRATOR WITHIN TEN (10) BUSINESS DAYS AFTER THE DATE THE ARBITRATION NOTICE IS DELIVERED. THE ARBITRATORS SO CHOSEN SHALL THEN CHOOSE AN ADDITIONAL ARBITRATOR WITHIN FIFTEEN (15) BUSINESS DAYS AFTER THE DATE THE ARBITRATION NOTICE IS DELIVERED. THE ADDITIONAL ARBITRATOR SHALL BE THE CHAIRPERSON OF THE ARBITRATION PANEL. THEREAFTER, THE ARBITRATORS (THE "ARBITRATION PANEL") SHALL CONSULT AND CONDUCT A HEARING. IF THE ARBITRATION PANEL DOES NOT REACH A UNANIMOUS DECISION, THE CHAIRPERSON SHALL RENDER THE DECISION ALONE.

9.5.2. TIME IS OF THE ESSENCE WITH RESPECT TO SUCH ARBITRATION, AND THE ARBITRATOR(S) SHALL BE INSTRUCTED TO BEGIN THE PROCEEDING, CONDUCT THE PROCEEDING AND RENDER A DECISION AS EXPEDITIOUSLY AS PRACTICABLE. A DECISION CONCERNING A FUNDAMENTAL DECISION DEADLOCK SHALL BE RENDERED WITHIN THIRTY (30) DAYS FOLLOWING FINAL SELECTION OF THE ARBITRATOR OR ARBITRATION PANEL. A DECISION OF THE ARBITRATOR(S) SHALL BE FINAL AND BINDING UPON THE PARTIES, AND JUDGMENT MAY BE OBTAINED THEREON BY ANY PARTY BY A COURT OF COMPETENT JURISDICTION. EACH PARTY SHALL BEAR THE COST OF PREPARING AND PRESENTING ITS RESPECTIVE CASE. THE COST OF THE ARBITRATION, INCLUDING THE FEES AND EXPENSES OF THE ARBITRATOR(S), SHALL BE SHARED EQUALLY BY THE PARTIES UNLESS THE AWARD PROVIDES OTHERWISE. IT IS HEREBY AGREED THAT ANY ARBITRATOR SELECTED UNDER THIS PARAGRAPH SHALL HAVE QUALIFICATIONS WHICH SHALL INCLUDE EXPERIENCE WITH PARTNERSHIP/LIMITED LIABILITY SMARTSKY MATTERS AND TECHNICAL COMPETENCE RELEVANT TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE BUSINESS OF SMARTSKY.

9.6. Waiver of a Right to Jury Trial. Customer and its Users hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby or thereby.

9.7. Governing Law and Venue. These Terms shall be governed by, construed and interpreted in accordance with the laws of the State of North Carolina, without reference to (i) the conflicts of laws principles thereof and (ii) the United Nations Conventions on Contracts for the International Sale of Goods. Vendor hereby submits itself to the jurisdiction of the State of North Carolina and agrees that, for the purposes of any action brought by Vendor under these Terms, the exclusive venue for any claims shall be the state courts located in Wake County, North Carolina, or the Federal District Court for the Eastern District of North Carolina located in Wake County, North Carolina. SmartSky may, pursuant hereto, bring any action hereunder or any claim for money due in the aforementioned United States District Court, or, at its sole option, may bring any action in any other court of competent jurisdiction.

9.8. Notices. If Customer or SmartSky wish to give the other party written notices under this Agreement, they must be (a) in writing, (b) if to Customer, sent to Customer's email address on file with SmartSky (or posted in Customer's SmartSky account if no email address is on file), (c) if to SmartSky, sent by overnight courier, certified or registered mail, or other reliable means (with confirmation of delivery) to SmartSky's principal business address listed on SmartSky Site. Notices will be effective upon delivery.

9.9. Time Limitation on Claims. To the maximum extent allowed by applicable law, Customer and its Users agree that any claim Customer or such User may have arising out of or related to Customer's or such User's use of the SmartSky Service or Customer's relationship with SmartSky must be filed within one (1) year after such claim arose; otherwise, Customer's and each User's claim is permanently barred.

9.10. Amendments. Amendments to this Agreement will be effective against a party only if accepted in writing by a duly authorized representative of such party.

9.11. Contacting Us. Customer can contact SmartSky regarding this Agreement or the SmartSky Service by emailing support@smartskynetworks.com.

IN WITNESS WHEREOF, Customer has, through a duly authorized representative, executed this Agreement as of the date set forth below:

[CUSTOMER ENTITY NAME]

By:

Name:

Title:

Date: