

**SPACENET INC. CONNEXSTAR SERVICE
SATELLITE INTERNET ACCESS
FAIR ACCESS POLICY AND ACCEPTABLE USE POLICY**

This Connexstar Fair Access Policy (“CX FAP”) governs the use of all Spacenet Inc. satellite-based Connexstar Internet access services (the “Service”). The CX FAP is subject to the definitive agreement governing service provision between Spacenet and the purchaser of the Service from Spacenet (“Customer”). Customer’s use of the Service constitutes acceptance and agreement of the terms and conditions of this CX FAP. 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 CX FAP with such Subscribers. Any violation by its Subscribers may be considered a material breach by Customer. Should Customer fail to enforce this CX FAP, or be unable to comply with the network guidelines set forth by Spacenet from time to time, Spacenet may take such action as it deems necessary to protect the integrity of its Connexstar network and resolve any CX FAP violation, including, but not limited to, denying further access to particular Subscribers or filtering as needed. Spacenet reserves the right to modify or clarify this CX FAP at any time, without notice, effective upon posting the revised policy on the Connexstar web site (www.spacenet.com).

Spacenet 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, Spacenet 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).

Connexstar standard services are designed for typical “inbound” (from the remote VSAT unit to the Spacenet hub) and “outbound” (from the Spacenet hub to the remote VSAT unit) transmission¹ as stated in the table below. Spacenet reserves the right to throttle or suspend service to individual remote sites that exceed throughput limits as indicated:

“Fair Access Policy - Commercial Grade Services

For its commercial grade services, including Connexstar and custom and hybrid networks, Spacenet does not pre-set throughput limitations to automatically throttle the Customer’s data rate, based on actual throughput or bandwidth utilization. However, in order to support the 'Minimum Assured Network Speed' feature on the Connexstar Performance Series, Connexstar Enhanced and Connexstar Broadband Series services, Spacenet does closely monitor the aggregate network utilization and individual actual Customer throughput, on a per site basis. In the event that a Customer site or sites exceeds the throughput stated below for the class of service (i.e. Connexstar Performance Series, Connexstar Enhanced Series or Connexstar Broadband and the

¹ Connexstar network hub architecture is based on a Spacenet-proprietary two-dimensional (time and frequency) access scheme that maximizes the utilization of satellite space segment by randomly assigning IP packets transmitted from VSAT sites to different time slots and frequency channels. As a result, these fixed time and frequency slots can be filled up by IP packets of arbitrary length at any given point in time. Therefore, the number of data packets sent over the network at any given time does not necessarily correspond to the size of data throughput.

corresponding data rate package (i.e. PS-256, PS-512, PS-1024, EN-256, EN-512, BB-512, BB-256, BB-128 etc.) 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, if Customer site or sites continue to remain out of specification for the network then Spacenet reserves the right to take additional action to protect the fair access of network resources for other Connexstar 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 CX 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."

Acceptable Use/Fair Access Policy Throughput Limits
 Full Time Services
 (All Limits Below Are Based on a 1,024 kbps Outbound)

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

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

Enhanced Series	EN-256	EN-512
IB MBs/site/week	600	1,200
OB MBs/site/week	2,400	2,400

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

Acceptable Use/Fair Access Policy Throughput Limits
 BC Services and Legacy "1 Day Part Time" Services
 (All Limits Below Are Based on a 1,024 kbps Outbound)

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

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

Acceptable Use/Fair Access Policy Throughput Limits
 BC Plus Services and Legacy "5 Day Part Time" Services
 (All Limits Below Are Based on a 1,024 kbps Outbound)

Performance Series	PS-256	PS-512	PS-1024
IB MBs/site/month	1,800	3,600	7,200
OB MBs/site/month	7,200	7,200	7,200

Connexstar'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 Spacenet.

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

Customer is also required to utilize Spacenet-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 Spacenet's sole discretion, Spacenet may, WITHOUT NOTICE, SUSPEND OR TERMINATE Customer's access to the Service, upon the occurrence of any of the following events. Customer may not:

1. 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 Spacenet;
2. 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;
3. 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 recipients 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;

4. Engage in any of the foregoing activities by using the service of another provider, but channeling such activities through Spacenet 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;
5. Improperly restrict, inhibit, or degrade any other Spacenet customer's use of the Service, or restrict, inhibit, disrupt, degrade or impede Spacenet's ability to deliver the Service and monitor its delivery of the Service;
6. Install automated search and retrieve programs or similar automated and manual routines which generate excessive amounts of net traffic;
7. Engage in any activity that compromises or threatens Spacenet'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;
8. 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.

Spacenet reserves the right to implement technical mechanisms which block postings and messages which, in Spacenet's sole discretion, violate this CX FAP before they are forwarded or otherwise sent to their intended recipients. Spacenet 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 Spacenet to suspend or terminate the Service as provided herein.

Nothing contained in this policy shall be construed to limit Spacenet's rights or remedies in any way with respect to any of the foregoing activities, and Spacenet 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 CX 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 Spacenet's costs in the event of termination of access to the Service. In addition, Spacenet reserves at all times all available rights and remedies with respect to such activities at law or in equity.