

A. GENERAL

Thank you for choosing Virgin Technologies Inc. This is your copy of terms and conditions which are applicable to the purchase of satellite telecommunication service from Virgin Technologies Inc. By accessing such services from Virgin Technologies Inc you are agreeing to these terms and conditions which include certain disclaimers.

B. DEFINITIONS

1. "Customer" means a person (firm, association, government, corporation, etc.) who orders service from Virgin Technologies Inc or who is furnished service by Virgin Technologies Inc and who is responsible to Virgin Technologies Inc for the rates and charges and for complying with Virgin Technologies Inc terms and conditions as set out herein.
2. "Force Majeure" means any acts of God, meteors, fire, flood, weather, sun outages or other catastrophes; other circumstances in the space environment over which neither Virgin Technologies Inc nor the customer have control; any Laws of any government entity, national emergencies, insurrections, riots, embargoes, wars, acts of terrorism, or strikes, lockouts, work stoppages, or other labour difficulties over which Virgin Technologies Inc or the Customer have control.
3. "Laws" means all valid, duly enacted or promulgated statutes, codes, ordinances, decrees, rules, regulations, municipal bylaws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies having the force of law or any provisions of the foregoing, including general principles of common and civil law and equity, binding on the Person referred to in the context in which such word is used; and "Law" means any one of the foregoing.
4. "Satellite Telecommunications Service ('service')" means service furnished by Virgin Technologies Inc which includes VSAT services, earth station services, site survey, installation, maintenance and other services other than the RF Channel service.
5. "Service Agreement" means the agreement by the Customer and Virgin Technologies Inc for the provisioning of service by Virgin Technologies Inc to the Customer, which agreement includes the terms and conditions of this document.

C. PAYMENT

1. The Customer is responsible for the payment of all charges for services furnished to it by Virgin Technologies Inc, including any contribution charges applicable to the service as may be levied by the appropriate regulatory authority or any other similar charges. In consideration of the services to be furnished by Virgin Technologies Inc the Customer shall pay all amounts owed within thirty (30) days of the

date of the invoice rendered by Virgin Technologies Inc.

2. The Customer shall pay rates for service monthly in advance on the first day of each month during the operating term of the service. If the service commencement date is a day other than the first of the month, the payment for that month shall be paid within thirty (30) days of the billing date. When service does not begin on the first day of a month or end on the last day of a month, the charge for the fractional part of the month during which service is furnished will be 1/30th of the monthly charge multiplied by the number of days the service was furnished.
3. Non-recurring charges and any other amounts owing in connection with the service shall be paid within thirty (30) days of the billing date.
4. Interest at a compound rate of 1.5% per month, 19.56% per annum, shall be charged on any overdue account.
5. Virgin Technologies Inc, at any time, may require the Customer to furnish to Virgin Technologies Inc a Guarantee from a Guarantor that is acceptable to Virgin Technologies Inc or a Letter of Credit, at the Customer's own expense, covering the Customer's obligation to take the service on the commencement date or the Customer's obligation to pay for the charges for services furnished by Virgin Technologies Inc. The Letter of Credit shall be in such form and substance acceptable to Virgin Technologies Inc and shall be for an amount equivalent to the lump sum payment as calculated in Section H.4 (a) or as may be established by Virgin Technologies Inc. In the event the Customer does not fulfill its obligation to take the service on the commencement date or if the Customer fails to pay for any charges due to Virgin Technologies Inc, payment shall be applied against the amount owed by the Customer and/or, in the event the service is terminated, the charges and amounts payable pursuant to Section H.4 (a). Any outstanding balance shall be recovered from the Customer.
6. Rates for Service
The monthly rates for the service are specified in the Agreement.

D. EXCLUDED CHARGES

1. The amounts due and payable to Virgin Technologies Inc are exclusive of all federal, provincial, state and municipal taxes, fees, contributions and other charges directly related to the Service provided by Virgin Technologies Inc. The Customer shall be responsible for the payment of any such taxes, fees, contributions and for other charges imposed by any Government Entity in Canada or in the U.S.A. (or any political subdivision thereof) with respect to the Service furnished by Virgin Technologies Inc or charges payable by the Customer under the Service Agreement. For the purposes of this paragraph, Government Entity means any (i) multinational, federal, provincial, state, municipal, local or other government governmental or public department,

central bank, court, commission, board, bureau, agency, or instrumentality, domestic or foreign; (ii) any subdivision, agent, commission, board, or authority of any of the foregoing; or (iii) any quasi-governmental or private body validly exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, in each case in the proper exercise of its governmental authority.

2. Without restricting the generality of the foregoing, Customers transmitting service from, and/or receiving service in, British Columbia, Saskatchewan, and/or Manitoba should satisfy themselves as to their tax self-assessment and/or remittance obligations, if any, pursuant to the Social Service Tax, Provincial Sales Tax and/or Retail Sales Tax Acts respectively of the aforementioned provinces.

E. REBATE FOR SERVICE INTERRUPTION

1. Whenever service is interrupted due to the failure of the Virgin Technologies Inc facilities used to furnish service or caused by the actions or omission of Virgin Technologies Inc, its agents, employees, or contractors and their agents, and the Customer has given notice of interruption, Virgin Technologies Inc shall, unless otherwise mutually agreed, pay a rebate for such interruption provided Customer claims within ninety (90) days of the end of the month in which the interruption occurs. Payment of rebates, except for those claims disputed in good faith, shall be made by Virgin Technologies Inc within thirty (30) days of receipt of the claim for rebates. Rebates will be calculated in accordance with the monthly charges for the service. All rebates for interruption shall be calculated from the time of the notice of such interruption until the time of restoral of service. Rebate thresholds are applied to some services and will be considered at the time of the claim.
2. The Customer shall not be entitled to any rebate for interruptions of service due to degradation in performance resulting from sun transit periods, interruption caused by facilities not provided by Virgin Technologies Inc, or interruptions due to tests and adjustments necessary to maintain the service in satisfactory operating condition.
3. The total amount of rebates that may be payable to the Customer for the service interruption in any calendar month shall not exceed the total monthly charge paid by the Customer for the service.

F. LIMITATION OF LIABILITY

1. Virgin Technologies Inc shall not be liable to the Customer, except for rebates that may be paid for the interruption of the service furnished by Virgin Technologies Inc to the Customer.
2. Virgin Technologies Inc, its directors, officers, employees or agents shall not be liable in contract or in tort to the Customer, user or any other person for bodily injury including death, or property damages caused by or to watercraft or aircraft, where applicable, when used in conjunction with Virgin

Technologies Inc service, howsoever caused, except for deliberate fault.

3. Notwithstanding the provisions of Section F.1 and F.2 above, in no event shall Virgin Technologies Inc be liable to the Customer for any amounts representing loss of business, loss of profits or revenue or for indirect, special or consequential damages, foreseeable or not, arising from Virgin Technologies Inc performance, improper performance or non-performance, negligent or otherwise, of its obligations.
4. All rights, defences and immunities whatsoever available to Virgin Technologies Inc shall also extend to Virgin Technologies Inc employees and agents acting in the course of or in connection with their employment or agency and, for the purpose of the foregoing provisions, Virgin Technologies Inc shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its employees or agents from time to time.
5. The Customer shall indemnify and save harmless Virgin Technologies Inc, its directors, officers, employees, and agents or any of them from and against:
 - (a) losses, damages, costs, expenses or liabilities arising as a result of claims, actions or proceedings alleging the infringement of any patent, copyright, or design, or unauthorized use of proprietary technical information in respect of the facilities of the Customer, its agent or contractor, which are used in conjunction with Virgin Technologies Inc service;
 - (b) losses, damages, costs, expenses, liabilities and claims arising out of an act or omission of the Customer, its directors, employees, agents, or contractors in respect of the use of the facilities furnished by Virgin Technologies Inc;
 - (c) losses, damages, costs, expenses, liabilities and claims arising out of bodily injury including death, or property damage caused by or to watercraft or aircraft, where applicable, when used in conjunction with Virgin Technologies Inc service, howsoever caused. The Customer can either obtain its own insurance to indemnify Virgin Technologies Inc or pay its proportionate share of Virgin Technologies Inc cost of obtaining the necessary additional insurance;
 - (d) any and all claims costs, expenses, fines, penalties (including legal fees and expert witness fees), liabilities and damages of any nature, arising from the content of any communications which are transmitted or received using the service provided by Virgin Technologies Inc; including but not limited to defamation, copyright infringement, passing off and acts of unfair competition;
 - (e) infringement of intellectual property rights including patents arising from combining or using Customer-provided facilities with Virgin Technologies Inc facilities; and

(f) any and all claims of any user or the Customer's customer.

6. As a condition of the service, Virgin Technologies Inc may require that the Customer shall hold a Comprehensive General Liability Insurance policy naming Virgin Technologies Inc as an additional insured but only with respect to liability, howsoever arising, save and except for damages caused by Virgin Technologies Inc willful misconduct, with respect to the provisioning of Virgin Technologies Inc service performed for or on behalf of the Customer and having an additional insured limit in respect of any one occurrence of not less than an amount acceptable to Virgin Technologies Inc based on standard trade practice. Virgin Technologies Inc may require that a certified copy of the policy be kept in good standing and in full force and effect at all times throughout the operating term of the service and any extension or renewal thereof, plus twelve months "completed operation hazard". The policy shall provide that Virgin Technologies Inc be advised with thirty (30) days notice in writing prior to any changes to the policy and that the policy shall not be amended or cancelled without Virgin Technologies Inc prior written consent.

G. GENERAL LIMITATIONS

1. VIRGIN TECHNOLOGIES INC DOES NOT REPRESENT NOR WARRANT THAT ANY SERVICE WILL BE CAPABLE OF ACHIEVING ANY SPECIFIC RESULTS IN THE CUSTOMER'S BUSINESS. THE CUSTOMER COVENANTS AND AGREES THAT ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE SERVICE, ITS CONDITION, DURABILITY OR SUITABILITY FOR ANY PARTICULAR USE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR USE, WHETHER EXPRESSED OR IMPLIED BY CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE OR OTHER LEGAL THEORY, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.
2. Satellite telecommunications services are furnished by Virgin Technologies Inc subject to the availability of facilities which meet the specifications defined in Virgin Technologies Inc system performance requirements for the specific service.
3. Virgin Technologies Inc reserves the right to perform tests and adjustments necessary to maintain its system and equipment in satisfactory operating condition and these tests and adjustments may cause temporary interruption of the service. These activities will be carried out at times and for durations mutually agreeable to both Parties.
4. Notwithstanding the wording of any article herein, the Customer acquires only services from Virgin Technologies Inc and does not acquire any implied right, interest or title to or in the use of Virgin Technologies Inc facilities. Virgin Technologies Inc shall use its best efforts to avoid or minimize the change of its facilities used to furnish the service, but reserves the right to alter or change such facilities in accordance with its system and operating performance requirements in order to optimize the overall

management of the satellite telecommunications system. In the event of any such alteration or change, Virgin Technologies Inc liability is limited as stated herein.

5. The Customer is prohibited from using Virgin Technologies Inc services and facilities, or permitting these services and facilities to be used for a purpose or in a manner that is contrary to law.
6. Where the Customer elects to subdivide for resale the service or any portion thereof, Virgin Technologies Inc makes no representation as to the technical suitability for a particular application of the service.

H. TERMINATION OF SERVICES

1. The Customer may terminate the service thirty (30) days after having given written notice to Virgin Technologies Inc if during the operating term there is a continuous interruption of service for a period of thirty (30) consecutive days, due to failure of Virgin Technologies Inc facilities. The Customer shall be liable for and shall fulfill within thirty (30) days of such termination, all outstanding obligations up to the date of termination.
2. Interruptions due to actions or omissions of the Customer or user or the Customer's customers, agents, contractors or invitees, and non-rebateable service interruptions, shall not constitute cause for termination.
3. Virgin Technologies Inc may terminate the service thirty (30) days after having given written notice to the Customer if the Customer fails to pay any outstanding rates or charges due to Virgin Technologies Inc within thirty (30) days of the date specified for such payment.
4. If the Customer terminates the service or does not take the service on the commencement date agreed to by Virgin Technologies Inc and the Customer, for any reason other than s provided for in Section H.1 above, or if Virgin Technologies Inc terminates the service in accordance with the provisions of Section H.3 or H.6, the following termination liability shall apply:
 - (a) the Customer shall be liable for and shall pay within ninety (90) days of termination, a lump sum payment based on the outstanding balance of the monthly rates for the remaining period of the operating term, plus any unpaid non-recurring charges, and fulfill within thirty (30) days of such termination all other outstanding obligations up to the date of termination; and
 - (b) should Virgin Technologies Inc utilize the same facilities in furnishing service to the same or another customer under a new service request within the remaining period of the operating term, a pro rata adjustment to the Customer's termination liability specified in Section H.4 (a) above will be made based on the service commitment derived from the new service request over the remaining period of the operating term, taking into account all direct costs associated therewithin.

5. Concerning the computation of liquidated damages in this section H.4, the parties acknowledge and agree that any actual damages to be sustained by Virgin Technologies Inc would be difficult to establish and the stated formula represents a genuine method of pre-estimating such damages and is not construed or intended to be, as a penalty.
6. Virgin Technologies Inc may terminate the service being furnished to the Customer in the event the Customer:
 - (a) files an assignment for the general benefit of its creditors, makes a proposal to its creditors, consents to the issuance of a receiving order against the Customer or otherwise takes the benefit of insolvency or bankruptcy legislation;
 - (b) has a petition in bankruptcy filed against the Customer and such petition is not dismissed within thirty (30) days after filing;
 - (c) is placed in receivership; or
 - (d) ceases to carry on business in the ordinary course.

I. USE OF SERVICE BY THE CUSTOMER

1. The Customer may not rearrange, disconnect, remove or attempt to repair any facility used by Virgin Technologies Inc to furnish the service or permit others to engage in such activity without the prior written consent of Virgin Technologies Inc.
2. Virgin Technologies Inc has the right, if necessary, to perform an on-site inspection of facilities provided by the Customer to ensure that they are compatible with and shall not interfere with Virgin Technologies Inc service. Virgin Technologies Inc shall also perform such on-site inspection at the request of the Customer to ensure compatibility. Should Virgin Technologies Inc initiate such on-site inspections prior to the service commencement date, Virgin Technologies Inc will not charge the Customer for any expenses incurred in performing such on-site inspections. Subsequent to the service commencement date, Virgin Technologies Inc may initiate such on-site inspections, provided prior notice of any suspected interference has been given to the Customer by Virgin and the Customer fails to correct the suspected interference within a reasonable period of time. Should Virgin Technologies Inc initiate such on-site inspections and determine that the Customer's facility, or non-Virgin Technologies Inc equipment connected thereto,
 - (a) is interfering with Virgin Technologies Inc service, Virgin Technologies Inc will charge the Customer for all expenses incurred in performing such on site inspections; or
 - (b) is not interfering with Virgin Technologies Inc service, Virgin Technologies Inc will not charge the Customer for any expenses incurred in performing such on-site inspections.

J. PURCHASE ORDER

Should the service to be furnished to the Customer by Virgin Technologies Inc be made subject of an order from the Customer, the standard terms and conditions specified herein shall be deemed to be the terms and conditions of such order and shall supersede and replace the terms and conditions of any such order.

K. INTERCONNECTION

In the event that interconnection is required into the public switched telephone network, all terms and conditions, including rates and charges for the required interconnection as may be arranged by Virgin Technologies Inc with the appropriate telephone company and approved by the CRTC from time to time, shall form part of this document, Virgin Technologies Inc T&C #101. The Customer agrees as a condition of this document, Virgin Technologies Inc T&C #101, to be bound by and to abide by said terms and conditions. In addition, the Customer shall also pay to Virgin Technologies Inc the following:

- (a) a monthly administrative charge of \$50.00; and
- (b) applicable rates and charges set out in tariffs or agreements [i.e. telephone companies which have approved tariffs for interconnection or with which Virgin Technologies Inc has concluded interconnection agreements approved by the regulatory authority] which are incurred by Virgin Technologies Inc on the Customer's behalf for any required connection and contribution payment.

L. FORCE MAJEURE

Neither party shall be held liable or deemed to be in default under the agreement, save and except with respect to the Customer's obligation of payment for services received, in the event of Force of Majeure. Each Party shall use reasonable commercial efforts to remedy or resolve any Force Majeure claimed by such Party.

M. GOVERNING LAW

The rights of the Customer and Virgin Technologies Inc shall be determined in accordance with the laws in the Province of Alberta and the parties agree to submit irrevocably to the exclusive jurisdiction of its court.

N. WAIVER

Any delay or omission of Virgin Technologies Inc (or the Customer) in the enforcement of any provision of these Terms and Conditions shall not affect the right of Virgin Technologies Inc (or the Customer) thereafter to enforce the same provision. Nor shall the waiver by Virgin Technologies Inc (or the Customer) of any breach of any provision of these Terms and Conditions be taken or held binding by the Customer (or Virgin Technologies Inc), unless in writing, and such waiver shall not be taken or held to be a waiver of any future breach of the same provision or prejudice the enforcement of any other provision.

O. NO JOINT VENTURE

The provision of service by Virgin Technologies Inc does not establish any joint undertaking or partnership with the

Customer or its agent, contractors, any other persons, firms, corporation or entity providing service or facilities to the Customer.

P. ADDITIONAL SERVICES

Should the Customer require or order additional services, such orders and services shall be governed by the same terms and conditions as contained herein.

Q. RESULTING CONTRACT

The terms and conditions contained in this document, Virgin Technologies Inc T&C #101, shall form part of and be incorporated in any definitive contract or agreement entered into between parties.

R. RESALE

1. Subject to all the terms and conditions as set out under the Service Agreement, including but not limited to, Customer's responsibility for payment obligations as set out in the Service Agreement, the Customer may, at its option, expense and risk, resell or sublet any portion of the Service to another party during the Term. The Customer agrees to notify Virgin Technologies Inc in writing of such resale or sublease arrangement with any other party at least fifteen (15) days prior to the effective date of any such arrangement, and to assume complete responsibility for ensuring that all regulatory or other legal requirements associated with any such arrangements are satisfied. Where the Customer elects to subdivide for resale the Service or any portion thereof, Virgin Technologies Inc makes no representation as to the technical suitability for a particular application of the service.
2. Pursuant to CRTC Telecom Decision CRTC 2002-13, resellers are required to make available, upon request by an end user and within a reasonable period of time, alternative formats to existing and potential end users who are blind, i.e. in Braille, large print or computer diskette or such other format as mutually agreed upon by the parties, with respect to billing statements and all billing information inserts including rates, terms and conditions of the service.
3. Pursuant to CRTC Telecom Decision CRTC 2004-27, resellers are required to abide by and comply with the Confidentiality of Customer Information requirement as set out in Section 5 herein.

S. CONFIDENTIALITY OF CUSTOMER INFORMATION

Pursuant to CRTC Telecom Decision CRTC 2003-33 as amended by Decision CRTC 2003-33-1 and Decision CRTC 2005-15, unless the Customer provides express consent or disclosure pursuant to a legal power, all information kept by Virgin Technologies Inc regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by Virgin Technologies Inc to anyone other than:

- the Customer;

- a person who, in the reasonable judgment of Virgin Technologies Inc is seeking information as an agent of the Customer;
- another telecommunication service provider, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- a company involved in supplying the Customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis and the information to be used only for that purpose; or
- an agent retained by Virgin Technologies Inc in the collection of the Customer's account, provided the information is required for and is to be used only for that purpose.

Express consent may be taken to be given by the Customer where the Customer provides:

- written consent;
- oral confirmation by an independent third party;
- electronic confirmation through the use of a toll-free number; or
- electronic confirmation via the internet;
- oral consent, where an audio recording of the consent is retained by the carrier; or
- consent through other methods, as long as an objective documented record of Customer consent is created by the Customer or by an independent third party.