

**AMERICATEL® CORPORATION
PRIVATE NETWORK BUSINESS SERVICES
TERMS AND CONDITIONS**

AmericaTel™

Services Via Satellite

Services Via Cable

International VSAT Service

IBS Service

Le Mega Minutos de Amextel™

IBS Asymmetric Mode

International Frame Relay



IBS (Internet Access)

Americatel Internet, Llegue Más Lejos™

**AMERICATEL® CORPORATION
PRIVATE NETWORK BUSINESS SERVICES
TERMS AND CONDITIONS**

AmericaTel™

Applicable to Domestic and International Private Network Business Services and to International Private Network Business Services Originating and Terminating in the Continental United States.



Americatel Internet, Llegue Más Lejos™

Applicable to Private Network Business Internet Services.

For additional information you can email us at: customerservice@Americatel.com

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Telecommunications Solutions for the World®

I. Explanation of Abbreviations

AmericaTel™	Americatel Corporation
Bps	bits per second
Comsat/LMGT	Communications Satellite Corporation/Lockheed Martin Global Telecommunications
FCC	Federal Communications Commission
IBS	International Business Service
Intelsat	International Telecommunications Satellite Organization
Kbps	kilobits per second
KHz	Kilohertz
Mbps	megabits per second
MHz	Megahertz
MRC	Monthly Recurring Charge
OTC	One-Time Charge
PAS	Pan American Satellite System ("PanAmSat")
U.S.	United States
VSATs	Very Small Aperture Terminal

2. Definitions

AmericaTel™ -provided Equipment: Equipment provided by AmericaTel® in order to render the Service.

Bandwidth: The approximate size in Hertz ("Hz") of a communications Channel representing the difference between the highest and lowest frequencies in a band of radio spectrum.

Cable System: The submarine cables that connect land points separated by bodies of water, usually oceans or seas, and their associated land-based cable stations ("landing stations").

Channel: A path for electrical or radio frequency transmission between two or more points.

Commencement: The date and time Service is first made available by AmericaTel™ in accordance with the Customer's order.

Connecting Location: The location at which a Customer-Provided Communications Channel interconnects with AmericaTel's facilities for transmission of communications to an Earth Station or Cable System landing station at an originating or terminating location.

Customer: A person, firm, corporation or any other legal entity that orders Service or otherwise incurs responsibility for the payment of charges and compliance with the provisions of this document.

Customer Premises: The premises of a Customer or User.

Customer-Provided Communications Channel: A communications Channel, which is owned, installed, operated and maintained by the Customer or acquired by the Customer from a private system or any Other Facilities Provider, and which is established between the Customer's premises and a Connecting Location.

Customer-Provided Equipment: Facilities and equipment and wiring supplied by the Customer at terminal locations in connection with the Service.

Earth Station: The antenna and associated equipment used for the transmission of signals to, and the reception of signals from, a satellite.

Effective Date: The date the Implementing Agreement is signed by both AmericaTel™ and the Customer.

Foreign Telecommunications Entity: A non-U.S. administration, non-U.S.-licensed carrier or recognized private operating agency, which provides telecommunications Services or facilities.

Full Duplex: Simultaneous two-way transmission in both directions.

Half-Circuit: That portion of a complete, two-point international circuit that extends between a Connecting Location and a telecommunications satellite, or between a Connecting Location and the theoretical mid-point of a submarine Cable System.

Implementing Agreement: An AmericaTel™ Service Order and the AmericaTel™ Corporation International Private Network Telecommunications Service Terms and Conditions, examples of which are appended hereto.

Individual Case Basis: An offering that is based on a separate price for a particular Service or facility in response to each Customer request for the Service or facility.

Installation: Preparatory work necessary to the provision of Service under these Terms and Conditions, including but not limited to the procuring, provisioning or connecting of lines and equipment to AmericaTel's facilities.

Installation Costs: All costs incurred by AmericaTel™, on a case-by-case basis, in order to perform Installation for the Customer, including but not limited to, the cost of equipment, materials, installation, engineering, labor, supervision, shipping, transportation, insurance, taxes or any other cost or relevant factor associated with Installation.

Monthly Recurring Charge (or MRC): The monthly charges due by Customer for the Service as described in any Implementing Agreement.

OTC: One Time Charge due by Customer as described in any Implementing Agreement.

Other Facilities Supplier: An entity other than AmericaTel™ (including but not limited to any Foreign Telecommunications Entity) with which the Customer or any User, or AmericaTel™ as the designated agent, makes arrangements to acquire facilities or services in connection with the Service furnished by AmericaTel™ pursuant to this document.

Outage Credits: Credits accorded by AmericaTel™ against the MRC due by the Customer for interruptions in the Service, as set forth in this document or in any Implementing Agreement

Satellite System: The telecommunications satellites and the tracking, telemetry, command, control, monitoring and related facilities and equipment, including Earth Stations, which are utilized in connection with the Service provided by AmericaTel™.

Service: The transmission and reception of audio and video programming, data and/or voice communications, offered by AmericaTel™ to Customer under this document.

Shared Hub Station: The Earth Station provided by AmericaTel™ at Miami, Florida, for communications with VSAT Earth Stations.

Simplex: A communications path that allows for transmission in one direction.

Space Segment: That portion of an international communications link which consists of the reception and amplification of an uplink carrier from an Earth Station and/or the amplification and retransmission of a carrier in a downlink beam.

Special Service: Service requiring construction by AmericaTel™ of facilities to provide the Service requested by a Customer, or requiring AmericaTel™ to make special arrangements for use by Customer of AmericaTel™ facilities, when AmericaTel™ has no other requirement for the requested facilities or arrangements.

Termination Charges: Amounts due by Customer to AmericaTel™ in the event of termination of Service before the expiration of the term, as set forth in this document.

User: A person, firm, corporation or any other legal entity authorized by the Customer to use the Service being provided to the Customer.

AMERICATEL® CORPORATION PRIVATE NETWORK BUSINESS SERVICES TERMS, AND CONDITIONS

3. About this document

3.1 This document contains the rates, terms and conditions of use applicable to interstate and international private network telecommunications Services provided by AmericaTel™ to business Customers. AmericaTel's™ Services are furnished subject to the availability of facilities and subject to the terms and conditions of this document. AmericaTel™ is authorized to provide Service by the Federal Communications Commission under File Nos. ITC-T/C-20010119-00047; ITC-214-19970312-00146; ITC-214-19970421-00220; ITC-96-263; ITC-94-514; ITC-94-321; ITC-93-160-TC; ITC-92-166, and ITC-92-165.

3.2 AmericaTel™ provides Half-Circuits for the U.S. portion of international communications paths only. Upon Customer's request, AmericaTel™ may arrange for the provision of connecting channels, facilities or services provided by Other Facilities Suppliers necessary to complete an international or interstate communications circuit. In such case, AmericaTel's™ Services are not part of a joint undertaking with any other entity providing telecommunications Channels, facilities or services, but involve the resale of the facilities and/or services of underlying carriers.

3.3 The rates and regulations contained in this document apply only to the Services furnished by AmericaTel™ and do not apply, unless otherwise specified, to the lines, facilities, or services provided by Other Facilities Suppliers, including but not limited to a local exchange telephone company, a Foreign Telecommunications Entity or other common carrier for use in accessing the Services of AmericaTel™.

4. Terms and Conditions

4.1 Undertakings of AmericaTel™ - Provision of Service

4.1.1 Notwithstanding the mention of certain Services in this document, AmericaTel™ will provide pursuant to this document only those Services for which rates are specified in dollar amounts in this document or in Individual Case Basis Offerings contained in any Implementing Agreement.

4.1.2. AmericaTel™ undertakes to install, operate and maintain capacity consisting of Half-Circuits between points in the United States and a Satellite System, or the theoretical mid-point of a Cable System, to provide the Service in accordance with the terms and conditions set forth in this document.

4.1.3 At the Customer's request, AmericaTel™ will endeavor to assist the Customer to arrange for compatible Half-Circuits from corresponding Foreign Telecommunications Entities and for connecting domestic facilities or services from Other Facilities Suppliers. At the Customer's request and for its convenience, and if the applicable foreign and domestic facilities suppliers and entities agree, AmericaTel™ will bill to and collect from the Customer the charges for the facilities provided by these Foreign Telecommunications Entities or Other Facilities Suppliers. AmericaTel will not, and the Customer will, be responsible for any charges by such entities or suppliers.

4.1.4 AmericaTel™ will maintain sole and absolute discretion over the routing of Channels provided under this document. Special routing or diverse routing capabilities will be subject to additional charges as specified herein.

4.1.5 AmericaTel™ reserves the right to discontinue furnishing Service, when such discontinuance is necessitated by conditions beyond its control or when the Customer or User is using the Service in violation of this document or of law.

4.2 Special Services

In the event that AmericaTel™, in order to meet the requirements of a Customer, is required to construct new facilities or to make special arrangements for use of its facilities, the applicable charges will be related to AmericaTel's costs, on a case-by-case basis. These charges may be based on such cost elements as: cost of equipment and materials, cost of Installation, engineering, labor, supervision, shipping and transportation, general and administrative overhead, interest during construction, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs or other relevant factors associated with the provision of the Special Services to be provided.

4.3 Limitations on the Provision of Service

4.3.1 AmericaTel's responsibility is limited to the Half-Circuit, the Shared Hub Station, and any VSAT station in the U.S., which it furnishes in connection with

the Service.

4.3.2 Service is furnished subject to the availability of facilities and subject to atmospheric conditions and like limitations beyond AmericaTel's control that may affect transmissions.

4.3.3 Title to the equipment and facilities provided by AmericaTel™ in connection with the Service shall not vest in the Customer or a User, unless otherwise provided for in the Implementing Agreement.

4.3.4 AmericaTel™ may limit the use of Service, or interrupt Service, when necessary because of conditions beyond its control, including the lack of capacity in the Satellite System or other necessary connecting facilities.

4.4 Limitation of AmericaTel's Liability

4.4.1 Except for Outage Credits specified in this document, AmericaTel shall not be liable to the Customer or any User for any loss or damage incurred by reason of or incidental to any delay, interruption or failure of Service however long it shall last, or for any failure in or breakdown of facilities associated with the Service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring in the course of furnishing Service, whatsoever shall be the cause of any of the foregoing and whether negligent or otherwise.

4.4.2 AmericaTel™ also shall not be liable for:

- a) Libel, slander, or infringement of trade/service marks, copyright or trade secrets arising from or in connection with the transmission of communications by means of facilities and Service provided by AmericaTel;
- b) Infringement of patents, trade/service marks, copyrights or trade secrets arising from the combination, or use, of AmericaTel-provided facilities with Customer-provided or User-provided facilities or services ;
- c) Any claim arising out of any act or omission of the Customer, its Users or any Other Facilities Supplier or Foreign Telecommunications Entity;
- d) Unlawful or unauthorized use of AmericaTel's facilities and Services;
- e) Any claim arising out of a breach in the privacy or security of communications transmitted over AmericaTel's facilities, unless such breach results from the gross negligence or willful misconduct of AmericaTel;
- f) Any claim arising out of or with respect to Half-Circuits, or other facilities, equipment or services provided by a Foreign Telecommunications Entity or any Other Facilities Supplier;
- g) Changes in any of the facilities, operations or procedures of AmericaTel that render any facilities or Services provided by AmericaTel, the Customer or its Users obsolete, or require modification or alteration of such facilities or Services, or otherwise affect their use or

performance. AmericaTel™ will endeavor to advise the Customer on a timely basis of any such changes;

h) Any claim arising out of acts or omission of the Customer pertaining to the encryption of signals to be transmitted via the Service; or

i) The nature or content of the material, signals or programming transmitted or received via AmericaTel's facilities and Services.

4.4.3 AmericaTel™ assumes no responsibility for the availability or performance of the Satellite System(s) and related facilities under the control of Intelsat, Comsat, PAS, or any Other Facilities Supplier, or for the availability of such Satellite System(s) and related facilities, or for the availability or performance of the Cable Systems and related facilities, used for Service to a Customer or User. Such facilities hereunder are provided subject to such terms and conditions of use as may be provided by any relevant facilities supplier.

4.4.4 When the facilities of any Other Facilities Supplier are used in establishing connections with AmericaTel's facilities at the Connecting Location, AmericaTel™ shall not be liable for any act or omission of the Other Facilities Supplier.

4.5 Use of Service

4.5.1 The Service may be used to transmit or receive communications of the Customer or its Users, or to provide service to the public in a manner consistent with the terms and conditions of this document, the terms and conditions of use of any Other Facilities Supplier whose facilities are used to provide Services hereunder, the policies and regulations of the FCC and of any Foreign Telecommunications Entity having jurisdiction over the relevant foreign Half-Circuit, over a relevant Satellite System, or over a relevant Cable System.

4.5.2 Service is furnished subject to the condition that it be used only for authorized and lawful purposes.

4.5.3 The Customer and its Users may not rearrange, disconnect, remove, modify, repair or attempt to repair or permit others to rearrange, disconnect, remove, modify, repair or attempt to repair any AmericaTel facility or equipment without the prior written consent of AmericaTel.

4.5.4 The Service or any rights associated with it may not be assigned or in any manner transferred by Customer without ninety (90) days prior written notice by Customer to AmericaTel™ and without AmericaTel's express written consent. No assignment or transfer shall serve to terminate or alter any rights or obligations under this document.

4.5.5 Orders, including those for the Installation, connection, repair or termination of Service, will be accepted only from the Customer.

4.5.6 It is the policy of the FCC that a private line User may engage in resale of international private lines for the provision of switched, basic telecommunications Service only upon authorization from the FCC under

Section 214 of the Communications Act of 1934, as amended, and provided that such private lines are used only (1) on a route where the resale carrier exchanges switched traffic with a foreign carrier that the FCC has determined lacks market power or (2) on any route for which the FCC has lifted the International Settlements Policy. AmericaTel™ reserves the right to require any Customer engaged in, or planning to engage in, resale of international private lines to provide documentation of its Section 214 authority to engage in such activity.

4.6 Obligations of the Customer

4.6.1 The Customer shall pay all charges for Services provided under this document, and the Customer and any Users shall comply with all provisions of this document or any Implementing Agreement.

4.6.2 The Customer shall make AmericaTel™ -provided facilities on the Customer's premises available, upon reasonable notice, for such tests and inspections as may be necessary to determine whether the requirements of this document are being complied with in the Installation, operation or maintenance of the Customer's or AmericaTel's equipment. AmericaTel™ may interrupt the Service at any time, without penalty, because of a departure from any of these requirements, provided, however, that AmericaTel™ shall make reasonable efforts to give the Customer prompt notice of any such interruption.

4.6.3 The Customer shall preserve in its Customer agreements or arrangements with Users, lessors or others all of AmericaTel's rights under this document.

4.6.4 The Customer shall comply with all of AmericaTel's operating procedures.

4.6.5 The Customer shall obtain AmericaTel's prior approval and all necessary regulatory approvals, whether in the U.S. or elsewhere, before connecting any Earth Station to the Space Segment provided by AmericaTel™ pursuant to this document.

4.6.6 The Customer shall comply with all conditions imposed on the use of compatible Half-Circuits provided by a Foreign Telecommunications Entity.

4.6.7 The Customer shall provide communications Channels between the Customer's premises and AmericaTel's facilities at the Connecting Location. Facilities of AmericaTel™ may be interconnected with those of Other Facilities Suppliers for the purpose of establishing such a communications Channel, provided that the Customer assumes sole responsibility for making such arrangements and for all liability under this document or contractual liability pertaining to the acquisition and use of such facilities; provided further that AmericaTel™ may be willing to make such arrangements on behalf of the Customer, but that any such arrangements shall not act to relieve Customer of any contractual liability arising out of such arrangements or any liability under this document.

4.6.8 The Customer shall furnish information on a continuing basis as required by AmericaTel™ to prepare, install, provide and maintain the Service.

4.6.9 The Customer shall ensure compliance with all of the provisions of this

document and any Implementing Agreement by the Customer's Users and by the third party recipients of Services made available by means of facilities provided by AmericaTel™ pursuant to this document.

4.6.10 The Customer shall indemnify and save AmericaTel™ harmless from all claims, suits, demands, causes of action, expenses, or other liability arising out of the acts or omissions of Customer or its Users, officers, directors, employees or agents, and shall protect and defend AmericaTel™ from any suits or claims alleging such liability, and shall pay all expenses, including AmericaTel's reasonable attorney's fees if any are incurred, and satisfy all judgments which may be incurred by or rendered against AmericaTel™ in connection therewith. AmericaTel™ shall notify the Customer of any such suit or claim against AmericaTel™.

4.7 Commencement/Installation of Service

Service shall be considered to commence, or Installation to be complete, on the date and time Service is made available by AmericaTel™ in accordance with the Customer's order. Upon Commencement, Service shall continue through the date and time of day Service ends in accordance with the Customer's order or through the date and time of day Service is discontinued or terminated.

4.8 Change or Cancellation of an Application for Service

Subject to the concurrence of AmericaTel™, an application for Service may be changed by the Customer upon notice to AmericaTel™, provided that the Customer pays all direct and indirect costs (including general administrative and overhead expenses) incurred by AmericaTel™ in accommodating any change.

4.9 Pre-Commencement Termination Charges

4.9.1 Regular Installation

If either party terminates this Agreement before Commencement, and said termination occurs between the Effective Date and ninety (90) days thereafter (if IBS Service) or the Effective Date and one-hundred and thirty-five (135) days thereafter (if VSAT Services), Customer shall pay AmericaTel™ the following:

4.9.1.1 If the termination is due to the acts or omissions of Customer or for reasons foreseeable to the Customer, Customer shall pay the Installation Costs plus twenty-five percent (25%) of said Installation Costs as a Pre-Commencement Termination Charge.

4.9.1.2 If the termination is not due to any act or omission of Customer or for reasons not foreseeable to Customer, Customer shall pay the Installation Costs only.

4.9.2 Delayed Installation

4.9.2.1 First Delay Period. In the event that there is a delay in Installation and if the termination occurs between ninety (90) and one-hundred twenty (120) days after the Effective Date (if IBS Service) or between one-hundred and thirty-five (135) and one-hundred and eighty (180) days after the Effective Date (if VSAT Services), either Customer or AmericaTel™ may terminate the Implementing Agreement subject to the following charges:

4.9.2.1.1 If the Installation delay results from an act or omission on the part of Customer or for reasons foreseeable to Customer and Customer terminates the Implementing Agreement, Customer shall pay AmericaTel™ the Installation Costs plus fifty percent (50%) of said Installation Costs as a Pre-Commencement Termination Charge.

4.9.2.1.2 If the Installation delay results from an act or omission on the part of Customer or for reasons foreseeable to Customer and AmericaTel™ terminates the Implementing Agreement, Customer shall pay AmericaTel™ the Installation Costs plus twenty-five percent (25%) of said Installation Costs as a Pre-Commencement Termination Charge.

4.9.2.1.3 If the Installation delay results from an act or omission on the part of AmericaTel™ or for reasons foreseeable to AmericaTel™ and Customer terminates the Implementing Agreement, Customer shall pay AmericaTel™ only the Installation Costs.

4.9.2.1.4 If the Installation delay results from an act or omission on the part of AmericaTel™ or for reasons foreseeable to AmericaTel™ and AmericaTel™ terminates the Implementing Agreement, Customer shall have no liability for any Pre-Commencement Termination Charges.

4.9.2.2 Second Delay Period. If the termination occurs after the one-hundred and twentieth (120th) day after the Effective Date (if IBS Service) or after the one-hundred and eightieth (180th) day after the Effective Date (if VSAT Service), Customer shall pay AmericaTel™ the following charges:

4.9.2.2.1 If the Installation delay results from an act or omission on the part of the Customer or for reasons foreseeable to the Customer and Customer terminates the Implementing Agreement, Customer shall pay to AmericaTel™ the Installation Costs plus 75% of said Installation Costs as a Pre-Commencement Termination Charge.

4.9.2.2.2 If the Installation delay results from an act or omission on the part of the Customer or for reasons foreseeable to the Customer and AmericaTel™ terminates the Implementing Agreement, Customer shall pay AmericaTel™ the Installation

Costs plus 50% of said Installation Costs as Pre-Commencement Termination Charge.

4.9.2.2.3 If the Installation delay results from an act or omission on the part of AmericaTel™ or for reasons reasonably foreseeable to AmericaTel™, and Customer terminates the Implementing Agreement, Customer shall pay to AmericaTel™ the Installation Costs only.

4.9.2.2.4 If the Installation delay results from an act or omission on the part of AmericaTel™ or for reasons foreseeable to AmericaTel™ and AmericaTel™ terminates the Implementing Agreement, Customer shall have no liability for Pre-Commencement Termination Charges.

4.9.3. Pre-Commencement Termination charges for Frame Relay or for Fiber Optic Cable Service shall be governed by the provisions governing Termination Charges for IBS Service as set forth in this Section 4.9.

4.9.4 The charges in this Section 4.9 shall be invoiced on or about the tenth (10th) day after termination and shall be due within thirty (30) days of invoicing.

4.10 Force Majeure

Notwithstanding the provisions of Sections 4.9, Customer shall pay all of AmericaTel's out-of-pocket Installation Costs, or any other costs incurred at the request of the Customer, in the event any Pre-Commencement termination results from Installation delays due to Force Majeure or other Acts of God, such as lightning, fire, strike, flood, earthquake, or from government actions, war, insurrection, or any other such occurrence beyond AmericaTel's reasonable control and which is unforeseeable to either AmericaTel™ or the Customer, at the time the Service was requested.

4.11 Advance Payments and Deposits

At the time of application, AmericaTel™ may require that an applicant make an advance payment of the Installation Costs and/or a deposit to be held as a guarantee of future payment of recurring or nonrecurring charges.

4.11.1 Advance Payments

4.11.1.1 A required advance payment may not exceed the estimated Installation Costs.

4.11.1.2 In the event that the advance payment exceeds the actual Installation Costs, credit for any such excess will be applied to the Customer's account on the first bill rendered after the Service is installed. The balance of the excess advance payment, if any, will be applied to successive monthly billings.

4.11.2 Deposits

4.11.2.1 A required deposit may not exceed the estimated Monthly Recurring Charges for six (6) months of full time Service or \$10,000 per occasion for occasional Service.

4.11.2.2 A deposit will be returned in the following circumstances:

a) When an application for Service is cancelled prior to the commencement of Service, the deposit will be applied to any applicable charges as specified in Sections 4.9 and the excess portion of the deposit, if any, will be returned within 60 days of AmericaTel's receipt of notice of cancellation, provided that the Customer has satisfied all other obligations to AmericaTel under this document, and AmericaTel's equipment has been returned in good working order.

b) Upon the Post-Commencement termination or the expiration of the Service, AmericaTel™ will refund the Customer's deposit, or the balance in excess of unpaid bills (and in excess of any Termination Charges that apply) for that Service within 60 days of said termination or expiration of the Service, provided that the Customer has satisfied all other obligations to AmericaTel™ under this document and that AmericaTel's equipment is returned in good working order.

c) At the option of AmericaTel™, a deposit may be refunded or credited to the Customer at any time prior to the termination of the Service.

d) A deposit is not a substitute for payment; the fact that a deposit has been made in no way relieves the Customer from the obligation of making prompt payment of bills for Installation and/or for Service.

4.12 Computation of Recurring Charges

Recurring charges specified in this document shall begin to accrue upon Commencement of Service, as set forth in Section 4.7.

4.13 Payment of Charges: Late Payment Charges

4.13.1 The Customer is responsible for the payment of all charges incurred by the Customer or Users of all services furnished directly to the Customer. Recurring charges for full-time Service shall be invoiced by AmericaTel™ to the Customer approximately 30 days in advance of when they are due. Charges for all other Services provided by AmericaTel™ to the Customer will be invoiced to Customer when performed. Pre-Commencement Termination Charges and Post-Commencement Termination Charges shall be invoiced as provided in this document or any Implementing Agreement. All invoices will be due net thirty (30) days (i.e. 30 days from the date of the invoice). Any payments not received

when due will be assessed a late charge of one and one-half percent (1.5%) per month of the amount due (unless otherwise provided), or the maximum permitted by law if less.

4.13.2 The Customer shall be responsible for payment of all surcharges, access charges, excise, sales, use or other similar taxes or fees, including filing fees, which may be levied on AmericaTel™ or Customer by any governing body for the provision of Service under this document.

4.13.3 The Customer shall be responsible for payment of all charges (including applicable taxes) incurred by AmericaTel™ acting on behalf of the Customer for the attainment of facilities or services from Other Facilities Suppliers, and for the attainment of foreign facilities or services from Foreign Telecommunications Entities .

4.13.4 Charges for Special Services

Services requiring construction by AmericaTel™ of facilities to provide the Service requested by a Customer when AmericaTel™ has no other requirement for the requested facilities will result in additional charges to be developed by AmericaTel on a case-by-case basis, pursuant to Section 4.2.

4.14 Suspension and Termination for Cause, and Restoration of Service

4.14.1 Suspension for Cause

4.14.1.1 AmericaTel™ may immediately suspend Service to the Customer if AmericaTel™ deems, in its sole discretion, that such action is necessary to protect AmericaTel's personnel, facilities or Services from any harmful effects of the Customer's negligence, misconduct or use, operation, or interconnection with AmericaTel's equipment or facilities or faulty or incompatible equipment, facilities or services; provided, however, that AmericaTel™ shall give the Customer prompt notice of any such suspension. If the Customer does not resolve the problem within fifteen (15) days following the mailing of written notice by AmericaTel™, AmericaTel™ may terminate Service to the Customer pursuant to Section 4.1.5.

4.14.1.2 Suspension for cause does not relieve the Customer of any obligation to pay charges that would apply under this document, nor will any period of suspended Service be accrued toward fulfillment of any applicable minimum Service period requirements, nor will any credit allowances be provided.

4.14.2 Termination for Cause

4.14.2.1 AmericaTel™ may terminate Service to a Customer for cause, without incurring any liability, for nonpayment of amounts due if such nonpayment is not cured within twenty (20) days following the mailing of written notice by AmericaTel™ of such nonpayment, or may terminate the Service for any other noncompliance with any provision of this document if such noncompliance is not cured within thirty (30) days following the mailing of written notice by AmericaTel™ of such noncompliance.

4.14.2.2 AmericaTel™ may terminate Service to a Customer for cause, without incurring any liability, upon the discontinuance of Service to the Customer by a

Foreign Telecommunications Entity or any Other Facilities Supplier whose services are necessary to AmericaTel's provision of Services to that Customer.

4.14.2.3 Termination for cause does not relieve the Customer of any obligation to pay any Termination Charges as specified in Section 4.9 and Section 4.15.2.

4.14.3 Restoration of Service

If Service is suspended or terminated for cause, Service may be restored, at AmericaTel's sole discretion, only when all outstanding invoices, regardless of due date, have been paid. Additionally, for a period of one (1) year following restoration of Service, charges for recurring Services shall be paid in advance, and invoices for all other Services will be due thirty (30) days from the invoice date, subject at all times to AmericaTel's rights to assess late charges and/or to suspend or terminate Service in accordance with the terms and conditions of this document.

4.15 Minimum Service Period; Post-Commencement Termination Charges

4.15.1 The minimum Service period for full-time Service is one (1) year, unless otherwise provided in this document or in an Implementing Agreement. The minimum Service period for occasional Service or for scheduled recurring occasional Service is fifteen (15) minutes per occasion, unless otherwise provided.

4.15.2 Post-Commencement Termination Charges

The Services to any Site may be terminated:

4.15.2.1 By AmericaTel™, if Customer fails to make payment of any amount due hereunder, and such amount remains unpaid more than twenty (20) days after Customer receives from AmericaTel™ a notice of such nonpayment. In addition, AmericaTel™ reserves the right to terminate the Service, or any portion thereof if Customer breaches any provision(s) hereof and fails to cure the breach within thirty (30) days of receiving written notice thereof;

4.15.2.2 By Customer, after Commencement, in the event of a loss or substantial disruption of the Services (giving rise to Outage Credits) totaling more than 35 hours in any calendar month, and which loss or disruption is for reasons attributable to the acts or omissions of AmericaTel™; provided however, Customer must provide AmericaTel™ with a written notice specifying in reasonable detail the problem in question, and must allow AmericaTel™ 30 days from receipt of said notice in which to cure the problem. If AmericaTel™ is unable, at the end of the 30 day cure period, to cure the problem, or to demonstrate that the problem is not within its reasonable control, then and in such event, Customer may terminate Services to the Site effective immediately, and with no further liability whatsoever, except for payments already due; or,

4.15.2.3 By Customer, at any time after Commencement, with 90 days advance written notice to AmericaTel™, and for any reason whatsoever, provided that Customer agrees to pay upon receipt of invoice, a Termination Charge which charge shall equal twenty five percent (25%) of the AmericaTel™ portion of the

MRC (which is equal to the total MRC less foreign telecommunications authority charges as specified in the Implementing Agreement) corresponding to the Site in question times the number of months remaining in the valid term of Service through the 36th month of Service, and ten percent (10%) of the MRC times the number of months remaining in the term of Service after the 36th month. In the event of termination under this section 4.15.2.3., Customer also agrees to pay a de-installation fee of \$5,000.00 per Site to cover the costs of dismantling, removing and shipping the AmericaTel-provided Equipment to another location as well as any charges described in paragraph 4.15.2.5 below.

4.15.2.4 If Service is terminated in accordance with section 4.15.2.1, and in addition to all of AmericaTel's other remedies at law or in equity, AmericaTel™ shall be entitled to declare immediately due and payable, in addition to the amounts already due, the aggregate of total MRCs that would have been payable over the remaining term of Service to the Site in question on and after the date of such termination, and to use the AmericaTel-provided Equipment terminal and provide Services to whomever AmericaTel™ sees fit; and Customer shall not be entitled to any equitable relief with respect to such use or for any refund of amounts paid to AmericaTel™ hereunder. Additionally, Customer shall pay a de-installation fee of \$5,000.00 per Site to cover the costs of dismantling, removing and shipping the AmericaTel-provided Equipment to another location.

4.15.2.5 In addition to the foregoing, and in the event of termination under either section 4.15.2.1 or 4.15.2.3, Customer agrees to be responsible for any costs of early termination rightfully assessed against either Customer or AmericaTel™ by any third party or parties (including any local, national, governmental or quasi-governmental telecommunications entities, Other Facilities Supplier or Foreign Telecommunications Entity or any subcontractors involved in the provision of the Services at the Site), whether by contract, tariff or otherwise. Customer shall reimburse AmericaTel™ for any such costs paid by AmericaTel™.

4.15.2.6 The termination of Service to any Site for any reason shall extinguish all of AmericaTel's obligations to provide, and Customer's obligations to accept, the Service, but shall not relieve either party of any obligation that may have arisen prior to such termination. In all cases of termination, AmericaTel shall have the right, but not the obligation, to reclaim, repossess or otherwise take back any or all of the AmericaTel-provided Equipment or other equipment located at the Site. Customer shall grant AmericaTel™ (and its authorized agents, representatives and contractors) reasonable access to Customer's premises for the purpose of repossessing any and all such facilities. AmericaTel™ shall also have the right, at its sole option, to abandon to Customer any or all of such equipment.

4.15.2.7. Post-Commencement Termination Charges shall be invoiced within thirty (30) days after termination.

4.15.3 No Termination Charges will be incurred by the Customer when its Service is upgraded to a Service provided by AmericaTel™ at a higher Monthly Recurring Charge. AmericaTel™ may charge the Customer for the Installation of new equipment and/or removal costs and unrecovered costs of any equipment associated with the original Service which is not usable in the upgraded Service, except that AmericaTel™ will not

charge the Customer for such equipment if it is used by another Customer for the duration of the remaining Service period.

4.16 Temporary Suspension of Service

AmericaTel™ reserves the right to interrupt Service for routine maintenance of facilities used to provide Service. AmericaTel™ will give the Customer no less than 24 hours notice of routine maintenance or scheduled outages, indicating the time and anticipated length of the interruption. AmericaTel™ will endeavor, consistent with its responsibilities as a common carrier for many Customers, to coordinate routine maintenance or scheduled outages so as not to interrupt unduly each Customer's Service requirement. AmericaTel also reserves the right to interrupt Service to Customer if AmericaTel™ deems that such action is necessary in an emergency to protect its personnel, facilities or Services; provided, however, that AmericaTel™ shall make reasonable efforts to give the Customer prompt notice of any such interruption. AmericaTel™ also reserves the right to interrupt Service to the Customer if a foreign or domestic facilities supplier necessary for AmericaTel's provision of Service to the Customer interrupts the underlying Service to AmericaTel™.

4.17 Outage Credits

4.17.1 AmericaTel™ will provide Service availability of 99.5%, unless otherwise provided. If AmericaTel™ fails to provide Service to the Customer for an aggregate amount of time exceeding 0.5% in any calendar month, AmericaTel™ shall credit the Customer a pro-rated amount based on the monthly charge for Services and the aggregate amount of time exceeding 0.5% that AmericaTel™ failed to provide the Service. Such amount shall be credited against future payments due from the Customer. If (1) Service has been pre-paid and the amount credited exceeds any amount then due and (2) Service to the Customer has been terminated, AmericaTel™ shall refund the excess credit amount to the Customer within sixty (60) days of the date of termination of Service.

4.17.2 No credit allowance will be made for interruptions due to: any failure on the part of the Customer to perform the Customer obligations specified in this document or in any Implementing Agreement; failure or malfunction of equipment or facilities provided by the Customer or its User; additions or changes to the Service ordered by the Customer; cooperative testing with other Service providers, except where trouble or fault is found in AmericaTel-provided facilities; any other act or failure to act by the Customer or its User; failure or malfunction of facilities of any Other Facilities Supplier; the failure of commercial power supplies or public network facilities; or for that time which Customer does not provide access to the equipment associated with the Service.

4.17.3 The credit for a monthly billing period shall not exceed the charge for one month of Service at the monthly rate for full time Service. For the purpose of computing credits for interruptions, a month is considered to be thirty (30) days.

4.17.4 In the event that an interruption results from an outage of the Satellite System, or of the Cable System, AmericaTel's liability for credit shall be limited to the Customer's proportionate share of such credit, if any, received by AmericaTel™ from the provider of the underlying Satellite System or Cable System facilities used by AmericaTel™ in the provision of the Service to the Customer.

4.17.5 The period of credit allowance for a Service interruption shall commence when AmericaTel™ receives written notice of Service interruption from the Customer, and shall terminate when the Service interruption ends.

4.17.6 AmericaTel™ reserves the right to verify Service interruptions before providing a credit allowance.

4.18 Connections

4.18.1 Interconnection between a Customer-Provided Communications Channel and the facilities provided by AmericaTel™ is to be made by the Customer at the appropriate Connecting Locations.

4.18.2 In order to protect AmericaTel's facilities and personnel and to protect the provision of AmericaTel's Service to other Customers from potentially harmful effects, the signals applied by the Customer to AmericaTel's equipment, facilities or Services shall not induce harmful voltages or currents either in the conductors or between the conductors and ground.

4.18.3 The operation of any facilities used in the establishment of a Customer-Provided Communications Channel shall be such as not to interfere with any other Service offered by AmericaTel™. The use of such facilities shall not: endanger the safety of AmericaTel's employees or the public; damage or require change in or alteration of AmericaTel's facilities; or interfere with the proper functioning of such facilities. If any facility provided by the Customer or its Users is causing or is likely to cause such hazard or interference, AmericaTel™ may suspend or terminate Service as provided in this document, and the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

4.18.4 AmericaTel™ may, upon reasonable prior notice, make such inspections, including monitoring of the technical aspects of the Service, as may be necessary to determine that requirements of this document are being complied with in the Installation, operation and maintenance of Customer-provided facilities connected to AmericaTel's facilities.

4.19 Dispute Resolution; Attorneys Fees

Customer understands that AmericaTel, in conducting its business in the manner set forth herein, is subject to the Communications Act of 1934, as amended. All terms of this Agreement not subject to the Communications Act of 1934, as amended, shall be governed by and be construed in accordance with the laws of the State of Florida (excluding any conflict of law rule or principle that would refer to the laws of another jurisdiction). Each party hereto irrevocably submits to the jurisdiction of the state and federal courts situated in Miami-Dade County, Florida, in any action or proceeding arising out of or relating to the Service and each party hereby irrevocably agrees that all claims in respect of any such action or proceeding must be brought and/or defended in such courts; provided however, that matters which are under the exclusive jurisdiction of the Federal District courts shall be brought in the Federal District Court for the Southern District of Florida in Miami-Dade County. Each party hereto consents to service of process by any means authorized by the applicable law of the forum in any action brought under or arising out of the provision of the Service by AmericaTel™, and each

party irrevocably waives, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. In the event AmericaTel™ brings a lawsuit or other legal action against Customer to enforce its rights pursuant to this document or any Implementing Agreement, or is compelled to defend itself against an action brought by Customer, and AmericaTel™ prevails in such suit or action, AmericaTel™ shall be entitled to recover from the Customer its reasonable attorney's fees, costs and expenses, including without limitation all such costs associated with appeals.

5. Description of Service

AmericaTel™

5.1 General

5.1.1 Services Via Satellite

Services via satellite consist of the furnishing by AmericaTel™ of Space Segment capacity consisting of U.S. Half-Circuits between an AmericaTel-provided Earth Station in the U.S. and a Satellite System for combination with like or compatible Service furnished between the Satellite System and an Earth Station of an Other Facilities Supplier or Foreign Telecommunications Entity in connection with the establishment of a through Service. Unless otherwise provided, (i) Service is furnished for point-to-point and point-to-multipoint use by the Customer; (ii) Service is available on either an occasional-use or continuous-use basis; (iii) Service is provided inbound to the U.S. and outbound from the U.S.; and (iv) Service is furnished in Simplex or Full Duplex mode of operation.

5.1.2 Services Via Cable

Services via cable consist of the furnishing by AmericaTel™ of Services between a U.S. cable station and the theoretical mid-point of the Cable System for combination with a matching cable facility between such mid-point and cable stations of an Other Facilities Supplier or Foreign Telecommunications Entity in connection with the establishment of a through Service. Unless otherwise provided, (i) Service is furnished for point-to-point use by the Customer; (ii) Service is available on either an occasional-use or continuous-use basis; (iii) Service is provided inbound to the U.S. and outbound from the U.S.; and (iv) Service is furnished in Simplex or Full Duplex mode of operation.

5.2 International VSAT Service

5.2.1 General

5.2.1.1 The Service consists of the transmission of digital signals between the Shared Hub Station and any number of remote VSATs via space segments on various international satellites. The Shared Hub

Station and the VSATs contain the electronic equipment required to transmit and/or receive the digital signals. The Shared Hub Station monitors the status of the Service, and controls the transmission of signals to and from remote VSATs and the Shared Hub Station.

5.2.1.2 The space segments provide the transmission path between the Shared Hub Station in the Contiguous United States and the VSATs in other countries. These facilities are used for the transmission of two-way data signals at transmission speeds of up to 512 Kbps from the Shared Hub Station to the VSATs, and at transmission speeds of up to 128 Kbps from any number of VSATs to the Shared Hub Station. The space segments and Shared Hub Station Services are furnished and billed by AmericaTel.

5.2.1.3 The VSATs are provided by the Customer or obtained under contract from AmericaTel™. AmericaTel™ will provide the Customer with VSAT compatibility information.

5.2.2 Minimum Service Periods.

International VSAT Service is provided on an Individual Case Basis. Pursuant to a three or five-year agreement, AmericaTel™ will provide the following services, and will arrange for the provision of VSAT's located throughout Latin America and the Caribbean.

5.2.3 Rates (all amounts in US dollars)

(A) Hub Resources/Port Access Charges

	<u>MRC</u> (monthly per VSAT)	<u>OTC</u>
9.6 Kbps	\$2,000	\$1,500
19.2 Kbps	\$2,250	\$1,500
38.4 Kbps	\$2,500	\$1,500
64 Kbps	\$3,000	\$1,500

(B) VSAT Management

Number of VSATs	MRC	OTC	
1 to 5	\$250	\$150	per VSAT
6 to 10	\$245	\$150	per VSAT
11 to 20	\$235	\$150	per VSAT
21 to 30	\$225	\$150	per VSAT
31 to 49	\$215	\$150	per VSAT
50 or more	\$200	\$150	per VSAT

(C) Outroute Space Segment

% of Usage Capacity

<u>Contracted For MRC</u>	
1% to 5%\$950	(per each 1%)
6% to 10%\$940	(per each 1%)
11% to 20%\$930	(per each 1%)
21% to 50%\$920	(per each 1%)
51% to 75%\$910	(per each 1%)
76% or more\$900	(per each 1%)

(D) Inroute Space Segment

% of Usage Capacity

<u>Contracted For MRC</u>	
1% to 5%\$120	(per each 1%)
6% to 10%\$115	(per each 1%)
11% to 20%\$110	(per each 1%)
21% to 50%\$105	(per each 1%)
51% to 75%\$100	(per each 1%)
76% or more\$95	(per each 1%)

5.3 IBS Service

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5.3.1 General

The Service consists of the provision of digital integrated Services with transmission and reception capabilities at the data speeds indicated below. AmericaTel™ will provide Service on a point-to-point or point-to-multipoint basis for use by the Customer in the transmission of digital voice, data, facsimile, high-speed data or other such Services as are technically feasible and legally permitted. IBS is furnished in a Simplex or duplex mode of operation and is available 24-hours a day 7-days per week.

5.3.2 Minimum Service Periods. Service is provided on a six-month, one year, three-year or five-year contract basis, with a minimum Service

period of six months.

5.3.2.1 Six Months Service. Service provided under a six-month Service arrangement requires payment of the monthly recurring rates for each of six months.

5.3.2.2 One-Year Service. Service provided under a one year Service arrangement requires payment of the monthly recurring rates for each of 12 months.

5.3.2.3 Three Years Service. Service provided under a three year Service arrangement requires payment of the monthly recurring rates for each of 36 months.

5.3.2.4 Five Years Service. Service provided under a five year Service arrangement requires payment of the monthly recurring rates for each of 60 months.

5.3.3 Service Availability. Service is available in the Contiguous United States to Latin America and the Caribbean area, subject to space segment availability and local laws and regulations.

5.3.4 Rates (all amounts in US dollars)

5.3.4.1 U.S. Half Circuits (U.S. Half Portion Only)

Transmission Speed	Six Mos./One Year	Three Years	Five Years
56/64 Kbps	2,276	2,023	1,821
128 Kbps	3,433	3,051	2,746
192 Kbps	4,588	4,078	3,670
256 Kbps	5,743	5,104	4,594
384 Kbps	7,814	6,946	6,251
512 Kbps	9,888	8,789	7,910
768 Kbps	13,793	12,260	11,034
1,024 Kbps	17,696	15,730	14,157
1,544 Kbps	22,028	19,580	17,622
2,048 Kbps	28,491	25,326	22,793
6,312 Kbps	75,805	67,382	60,644
8,448 Kbps	98,431	87,494	78,745

One Time Installation Charges are as follows: \$2,500 for Six Month and One Year Service; \$1,500 for Three Year Service and \$1,000 for Five Year Service.

5.3.4.2 IBS Asymmetric Mode (U.S. Half Portion Only)

(A) Uplink Prices

Transmission Speed	Six Mos./One Year	Three Years	Five Years
521 Kbps	6,675	5,933	5,340
768 Kbps	9,088	8,079	7,271
1,024 Kbps	11,502	10,224	9,202
1,544 Kbps	14,393	12,794	11,515
2,048 Kbps	18,384	16,341	14,707
6,312 Kbps	47,363	42,100	37,890
8,448 Kbps	61,379	54,559	49,104

The One Time Charge for installation is \$2,500

(B) Downlink Prices

Transmission Speed	Six Mos./One Year	Three Years	Five Years
64 Kbps	388	345	310
128 Kbps	776	690	621
192 Kbps	1,164	1,035	931
256 Kbps	1,552	1,379	1,241
384 Kbps	2,328	2,069	1,862
512 Kbps	3,104	2,759	2,483
768 Kbps	4,655	4,138	3,724
1,024 Kbps	6,207	5,517	4,966
1,544 Kbps	7,729	6,871	6,184
2,048 Kbps	10,303	9,158	8,242
6,312 Kbps	29,356	26,094	23,485
8,448 Kbps	38,320	34,062	30,656

5.3.4.3 IBS (Internet Access)



Americatel Internet, Llegue Más Lejos™

Access Speed	Six Mos./One Year	Three Years	Five Years
64 Kbps	484	387	363
128 Kbps	807	646	605
256 Kbps	1,130	1,017	960
12 Kbps	1,420	1,278	1,207
768 Kbps	1,743	1,569	1,482
1 Mbps	1,892	1,797	1,740
1.5 Mbps	2,459	2,336	2,262
2 Mbps	3,153	2,995	2,901
4 Mbps	6,305	5,990	5,801
6 Mbps	9,458	8,985	8,702
8 Mbps	12,611	11,980	11,602
10 Mbps	15,764	14,975	14,503

One Time Installation Charges are as follows: \$4,000 for Six Month and One Year Service; \$2,000 for Three Year Service and \$1,000 for Five Year Service.

IP addresses are assigned based on properly SWIPPED address space.

Additional Services: DNS Registration: \$200 One Time Charge; \$20 Monthly Recurring Charge. DNS Maintenance: \$100 Monthly Recurring Charge.

5.4 International Frame Relay

The service consists of the provision of Permanent Virtual Circuits (PVC) with transmission and reception capabilities at the different Committed Information

Rates (CIR) and Port Speeds indicated below. AmericaTel™ provides service on a point-to-point or point-to-multipoint basis for use by the customer in the transmission of primarily data (and voice and facsimile if feasible) or other such services as are technically feasible and legally permitted. Frame Relay is furnished in a duplex mode of operation and is available 24-hours a day 7-days per week. Service is available from the Contiguous United States to Latin America and the Caribbean region and from Latin America and the Caribbean region to the United States, subject to availability of satellite and fiber optic facilities and local laws and regulations.

5.4.1. PVC Monthly Fees (U.S. Half Portion Only)

CIR	Six Mos./One Year	Three Years	Five Years
16 Kbps	1,199	1,073	972
32 Kbps	1,459	1,307	1,186
48 Kbps	1,719	1,542	1,401
64 Kbps	1,980	1,777	1,616
80 Kbps	2,251	2,022	1,839
96 Kbps	2,626	2,359	2,145
112 Kbps	2,996	2,697	2,361
128 Kbps	3,260	2,935	2,577
144 Kbps	3,480	3,067	2,791
160 Kbps	3,702	3,208	3,022
176 Kbps	4,065	3,648	3,322
192 Kbps	4,548	4,089	3,722
256 Kbps	5,717	5,142	4,683
320 Kbps	6,929	6,235	5,679
384 Kbps	7,841	7,059	6,434
512 Kbps	9,966	8,977	8,186
768 Kbps	14,001	12,621	11,518
1,024 Kbps	18,032	16,263	14,847

5.4.2. Port Monthly Fees

Port Speed	MRC	Port Speed	MRC
56/64 Kbps	134	832 Kbps	889
128 Kbps	283	896 Kbps	907

192 Kbps	326	960 Kbps	923
256 Kbps	367	1024 Kbps	940
320 Kbps	414	1088 Kbps	954
384 Kbps	461	1152 Kbps	967
448 Kbps	560	1216 Kbps	981
512 Kbps	657	1280 Kbps	996
576 Kbps	741	1344 Kbps	1,033
640 Kbps	827	1408 Kbps	1,010
704 Kbps	849	1472 Kbps	1,023
768 Kbps	870	1536 Kbps	1,036

Port Installation Fees are as follows: \$500 for Standard 64 Kbps; \$786 for Standard T1-FT1.

Operational One Time Charges are as follows: \$21 per Additional PVC Set Up; \$107 Change Order charge.

6 CHARGES BY OTHER PROVIDERS

Charges for services provided by entities other than AmericaTel™ are subject to the tariffs and schedules of those providers.

7 OTHER SERVICES

All other charges for International Private Network Communications Services, including Installation charges in connection with the provision of International VSAT and IBS are provided on an Individual Case Basis as set forth in the appropriate Implementing Agreement(s).

6. Contracts

AmericaTel™ offers the Services described herein on a Customer-specific contract basis. As per FCC requirements, AmericaTel™ is disclosing notice of these arrangements below. Any potential Customer that is interested in determining its eligibility to enter into similar arrangements may contact AmericaTel™ at (305)717-0200 during normal business hours. The disclosing of any Customer-specific contracts in this document does not constitute an offer to any Customer or potential Customer.

68.1 Contract No. 01-001

6.1.1 Contract Term, including any renewal options: Five Years.

6.1.2 Service Description: IBS - One Satellite Half-Circuit at 64 Kbps between Miami, FL and Marbella, Panamá.

6.1.3 Minimum Volume Commitments: None.

6.1.4 Contract Price: MRC \$1,721. Based upon Customer purchasing another 64 Kbps circuit at standard pricing with a five-year service term

6.1.5 General Description of Volume Discounts: Not applicable.

6.1.6 Other Classifications, Practices and Regulations Affecting the Contract Rate: None.

6.2 Contract No. 01-002

6.2.1 Contract Term, including any renewal options: 60 months.

6.2.2 Service Description: VSAT Service between Miami and 12 Sites in the Caribbean. Outbound Usage: 2% of a 512 Kbps Circuit. Inbound Usage: 82.5% of a 128 Kbps Circuit. VSAT Maintenance.

6.2.3 Minimum Volume Commitments: None.

6.2.4 Contract Price: (Reflects MRC's for all Sites unless otherwise indicated): 384 Kbps of Hub Data Port Interface \$1,100. Network Access Charge \$3,720. Outbound Utilization \$6,706. Inbound Utilization \$3,987. VSAT Maintenance \$22,097.

6.2.5 General Description of Volume Discounts: Not applicable.

6.2.6 Other Classifications, Practices and Regulations Affecting the Contract Rate: Pricing Based on Contract Term, Number of Sites, Location of Sites and Network Sizing.

6.3 Contract No. 01-003

6.3.1 Contract Term, including any renewal options: One Year. Automatic renewal for 12-month periods.

6.3.2 Service Description: VSAT Service from Miami to 11 Sites in the Caribbean and Latin America. Outbound Usage: 5% of a 512 Kbps Circuit. Inbound Usage: 100% of a 128 Kbps Circuit.

6.3.3 Minimum Volume Commitments: None.

6.3.4 Contract Price: Token Ring Interface: MRC \$838. Outbound Utilization: MRC \$8,216. Inbound Utilization: MRC \$672.

6.3.5 General Description of Volume Discounts: Not applicable.

6.3.6 Other Classifications, Practices and Regulations Affecting the Contract Rate: Renewal of Prior 24 month Contract Term, Number of Sites, Location of Sites Customer purchase of VSATs Equipment.

AmericaTel™

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Americatel Internet, Llegue Más Lejos™

Form of AmericaTel™ Service Order

1. Services; Service Order Form.

AmericaTel™ shall provide the international private network telecommunications services (hereafter the "Services") described in the Service Order Form (hereafter the "Order Form"). AmericaTel™ undertakes to install, operate and maintain space segment capacity consisting of half circuits between points in the United States and the Satellite System or Cable System, to provide the service in accordance with the Service Order. The Services may be provided using AmericaTel-owned equipment and facilities, including the hub teleport and related equipment located in Miami, Florida, and on-premise satellite terminals such as, but not limited to Very Small Aperture Terminals (VSATs), and related equipment, if any. AmericaTel-owned satellite terminals and related equipment and facilities are referred to hereafter as the "Equipment." All required Equipment shall be described in the Order Form. The purpose of the Services is to provide interconnection between Customer's foreign locations(s) (hereafter the "Site(s)") and its data center, home office or other location in the U.S. The addresses of the Site(s) and the U.S. location shall be specified in the Order Form. An order for Services described in an Order Form and governed and controlled by these Terms and Conditions is referred to hereinafter as the "Service Order." At the customer's request, AmericaTel™ will endeavor to assist the Customer to arrange for compatible half-circuits from corresponding foreign telecommunications entities and for connecting facilities or services from other facilities suppliers.

2. Effective Date; Term; Installation Date; Commencement of Billing.

(A) Effective Date. The Effective Date for a Service Order is the date the Order Form is signed by both parties. Upon signing the Order Form and for each Site listed therein, Customer agrees to accept the Services for the Term, subject to the limitations expressly described herein.

(B) Term. The initial term of Service (the "Term") shall be for the period of months specified in the Order Form, calculated from the date Service to such Sites identified in the Order Form is first installed as specified in 2(c) below. The Term shall be automatically extended for additional twelve (12) month periods unless either party provides to the other, notice of their intention to terminate the Service at least ninety (90) days prior to the expiration of the Term (including extensions).

(C) Installation Date. On the date service is first commenced, that is, first made available to the Customer, AmericaTel™ shall send to Customer a Notice of Acceptance (NOA) via facsimile and overnight courier notifying it of said "Installation Date". Customer shall execute the NOA and return it to AmericaTel™ (via facsimile and overnight courier) signifying Customer's acknowledgment that installation is complete for the relevant site(s). Failure to return the NOA

within five (5) business days of receipt of original shall be deemed an acknowledgment of completed installation.

(D) Commencement of Billing. Billing shall commence and charges shall begin to accrue for each Site on the "Installation Date," except as provided in Section 7 herein.

The termination or interruption of Service to any Site shall have no affect whatsoever upon Service to any other Site(s), nor the payment of any due charges, nor on any other rights or obligations of either party with respect to Services provided to such other Site(s).

3. Responsibilities.

(A) General. Customer understands and agrees that AmericaTel™ may, at its sole discretion, subcontract the whole or any part of its obligations hereunder. Before AmericaTel™ can assist Customer with the provision of services by other service providers, Customer may be asked to execute a Letter of Agency which shall provide AmericaTel™ with the authority necessary to order on behalf of Customer, any and all installations, charges, rearrangements, maintenance and/or removal of telecommunications equipment, facilities or services required for the provision of the Services. Refusal to execute this Letter of Agency shall relieve AmericaTel™ of responsibility for those tasks and shall require Customer to perform said tasks. In case of such refusal, AmericaTel™ shall make reasonable efforts to facilitate the necessary work, but shall be under no responsibility whatsoever for any aspect of the work.

(B) Foreign Regulation. Customer acknowledges that in some countries, applicable law or regulation may require the Customer to enter into a written agreement directly with the local telecommunications provider for certain services, which may include without limitation, installation services and/or on-going maintenance. Furthermore, Customer may be required to make payments pursuant to such agreement directly to the local provider. Any such payments will be in addition to amounts paid to AmericaTel™ but shall not, under any circumstances, represent double payment for the same services. AmericaTel™ shall in all cases, make reasonable efforts to facilitate the timely installation of all necessary facilities and the implementation of Services at the Site(s); provided however, AmericaTel™ shall in no manner whatsoever, be held responsible for any liability or alleged liability, arising from a delay or other malfunction of any Services or the initiation thereof, to the extent such delay or malfunction is the result of the acts, omissions, fault, or negligence of any person or entity other than AmericaTel™, its employees and authorized agents and representatives. The limitations specified in the preceding sentence shall include without limitation, delays caused by failure or delay in obtaining any authorizations from or agreements with any third party telecommunications providers, which authorization or agreement is required in order to install equipment or initiate services.

(C) Customer's Requirements. The following building preparation and other requirements for the installation of Equipment and/or the implementation of the Services at the Site(s) (and Customer's U.S. locations if applicable), shall, if necessary, be completed by Customer at Customer's expense; provided however, AmericaTel™ may perform certain of the tasks described below at its discretion and upon Customer's request, wherein AmericaTel™ shall quote a price for such work and Customer shall agree to pay such price prior to the commencement of the work. These requirements may include any or all of the following:

(1) Space. Provide sufficient space at the Site(s) for Equipment installation and operation.

(2) Civil Works. Provide all necessary civil works. This may include: a roof or ground level foundation; any required interfacility cable trays or conduits constructed in accordance with Equipment installation requirements; and any required structural or electrical work.

(3) Indoor Environment. Provide sufficient indoor environment for electronic equipment, including climate control, uninterrupted power supply and power surge protection.

(4) Approvals. Obtain all necessary building, landlord, zoning and/or other necessary land-use authorizations.

(5) Security. Provide reasonable security at the Site(s).

(6) Access. Provide access to the facility for resolution of Site related Equipment problems.

(7) Telephone Access. Provide a dedicated telephone line (when feasible) for dial up remote monitoring and control of the Equipment.

(8) Insurance. Provide property (full replacement cost) and liability insurance coverage for all Equipment. Customer shall designate AmericaTel™ as loss payee and additional insured for such coverage and shall provide AmericaTel™ certificate(s) evidencing this coverage. If Customer fails to comply with this requirement within 30 days from the Effective Date, AmericaTel™ reserves the right to obtain coverage and to bill Customer. In such case, the premiums charged to Customer may exceed the rates Customer is able to obtain by their own means, and Customer expressly agrees to waive any right it may have to contest the premium amount.

(D) AmericaTel™ Responsibilities. AmericaTel™ shall be responsible for the completion of the following tasks:

(1) Shipping; Import Duties. Transport of the Equipment(s) to the Site(s), including all shipping, transit insurance, customs and import requirements.

(2) Site Survey. Performance of a site survey and generation of a report for Customer. The report will provide specifications for the completion of any necessary civil works to be completed by Customer.

(3) Licensing. Acquisition of necessary licenses or authorizations from foreign telecommunication entities. Where local regulations require the Customer (or its user) to do so directly, AmericaTel™ shall offer reasonable assistance to Customer. In any case, the cost for obtaining required authorizations shall be AmericaTel™ responsibility.

(4) Equipment Maintenance. AmericaTel™ shall provide maintenance service for Equipment malfunctions at the Site during normal business hours (local Site specific). Maintenance service at all other times may be subject to an additional charge. Additional charges for maintenance, if any, shall be described in the Order Form.

(5) Installation Planning and Scheduling. AmericaTel™ shall develop an installation timetable which shall include target dates for completion of Site preparation, installation and commissioning of the Equipment. The installation timetable shall be updated as necessary.

4.Payment; Deposit.

(A) Initial Payment. All One-Time Charges (OTCs) and Monthly Recurring Charges (MRCs) are specified in the Order Form. All OTCs and one full month's MRC are due within five (5) business days from the date the Order Form is signed.

(B) Monthly Payments. Payment of the MRC for each Site shall be invoiced separately and shall be due in advance on or before the first calendar day of each month. For the first and last month of Service where Service is provided on a fractional basis, MRCs shall be pro-rated based on a thirty (30) day month.

(C) Pre-Commencement Charges. Payments due from Customer in the event of pre-commencement termination shall be due as stated in Section 7 herein.

(D) Late Payment Charge. Payments not received when due will be assessed a late charge of one-and-one-half percent (1½%) per month of the amount due, or the maximum permitted by law if less.

(E) Currency/Method of Payment. All payments by Customer to AmericaTel™ hereunder shall be made in U.S. dollars. Payment shall be deemed made only upon receipt by AmericaTel™ of collected funds and shall be made via bank wire transfer to such bank account as AmericaTel™ may designate by notice to Customer.

(F) Deposit. AmericaTel™ may require payment of a deposit from the Customer upon execution of the Order Form (or at a later date) of such amount as AmericaTel™ reasonably requires as security for the payment of any charges payable per the Service Order.

(1) AmericaTel™ Rights. AmericaTel™ may hold the deposit until receipt from the Customer of all charges due under the Service Order and AmericaTel™ reserves the right to use all or part of the deposit in or towards payment of any charges which the Customer is liable to pay under the Service Order. In addition, AmericaTel™ shall be entitled to hold the deposit until the Equipment has been returned and AmericaTel™ is assured that it is in good working order.

(2) Repayment. AmericaTel™ shall repay any deposit held (or the balance of any deposit where any part of it has been used towards the payment of any charges, including any Termination Charges) to the Customer within sixty (60) days after the expiration of the Term provided that the Customer has paid to AmericaTel™ all charges due under this Service Order on the due date(s) for payment of such charges, and all Equipment has been returned in good working order and condition, fair wear and tear excepted.

(3) Termination of Service Order. In the event of the termination of the Service Order prior to the expiration of the Term, AmericaTel™ shall repay any deposit to the Customer (or the balance of any deposit where any part of it has been used towards the payment of any charges, including Termination Charges) within sixty (60) days after termination provided that the Customer has paid all charges due to AmericaTel™ under this Service Order and all Equipment has been returned in good working order.

5. Outage Credits.

AmericaTel™ shall provide Customer with an Outage Credit for any Site that has experienced losses or substantial disruptions of Service of more than 3.5 cumulative hours in a calendar month (equals approximately 99.5% availability). Outage Credits shall be applicable against the next MRC due for Service to the Site in question, and shall correspond to that portion of the MRC (beyond 3.5 hours) which, for causes attributable to AmericaTel™, Service was unavailable, interrupted, or disrupted. Customer shall not be entitled to credit for a Service Interruption if such an interruption resulted, directly or indirectly (i) from periodic or cooperative testing deemed appropriate or necessary by AmericaTel™ unless any trouble or fault is found in AmericaTel™ provided facilities, (ii) from failure by Customer to perform any of its material obligations under these Terms and Conditions or the Service Order Form, (iii) from failure or inadequate performance of any equipment and all related facilities provided by Customer or Customer's User or from failure of AmericaTel-Provided Equipment caused by Customer or Customer's User, (iv) for that time which Customer does not provide access to the equipment associated with the Service (v) from failure of commercial power supplies or in public network facilities, (vi) from changes to the Service requested by Customer, (vii) from failure or malfunction of any facilities or equipment furnished by, or any act of, any Other Facilities Supplier or Foreign Telecommunications Entity, or (viii) from any other act or failure to act by Customer or Customer's User.

6. Taxes and Other Charges.

Any use, excise, sales or privilege taxes, duties, value-added taxes, fees, assessments or similar liabilities however denominated which may now or hereafter be levied on the Services provided or payments made under the Service Order, chargeable to or against AmericaTel™ by any applicable government authority, shall be passed through to and payable by the Customer in addition to the other charges under the Service Order. Should AmericaTel™ be required to pay or pays these taxes, fees or assessments or similar liabilities, Customer shall promptly reimburse AmericaTel™ for such payments upon receipt of an invoice from AmericaTel™. Taxes chargeable against the income or gross receipts of AmericaTel™ shall be paid by AmericaTel™

7. Pre-Commencement Termination; Charges.

(A) Regular Installation. If either party terminates this Agreement before Commencement (i.e., before service is first made available pursuant to the Service Order), and said termination occurs between the Effective Date and ninety (90) days thereafter (if IBS service) or the Effective Date and one-hundred and thirty-five (135) days thereafter (if VSAT services), Customer shall pay AmericaTel™ the following:

(1) If the termination is due to the acts or omissions of Customer or for reasons foreseeable to the Customer, Customer shall pay the Installation Cost plus twenty-five percent (25%) of said Installation Costs as a Pre-Commencement Termination Charge.

(2) If the termination is not due to any act or omission of Customer or for reasons foreseeable to Customer, Customer shall pay the Installation Costs only.

(B) Delayed Installation.

(1) First Delay Period. In the event that there is a delay in installation and if the termination occurs between ninety (90) and one-hundred twenty (120) days after the Effective Date (if IBS service) or between one-hundred and thirty-five (135) and one-hundred and eighty (180) days after the Effective Date (if VSAT services), either Customer or AmericaTel™ may terminate this Agreement subject to the following charges:

(a) If the installation delay results from an act or omission on the part of Customer or for reasons foreseeable to Customer and Customer terminates the Agreement, Customer shall pay AmericaTel™ the Installation Costs plus fifty percent (50%) of said Installation Costs as Pre-Installation Commencement Charge.

(b) If the installation delay results from an act or omission on the part of Customer or for reasons foreseeable to Customer and AmericaTel™ terminates the Agreement, Customer shall pay AmericaTel™ the Installation Costs plus twenty-five percent (25%) of said Installation Costs as Pre-Commencement Termination Charge.

(c) If the installation delay results from an act or omission on the part of AmericaTel or for reasons foreseeable to AmericaTel™ and Customer terminates the Agreement, Customer shall pay AmericaTel™ the Installation Costs only.

(d) If the installation delay results from an act or omission on the part of AmericaTel™ or for reasons foreseeable to AmericaTel™ and AmericaTel™ terminates the Agreement, Customer shall have no liability for any Pre-Commencement Termination Charges.

(2) Second Delay Period. If the termination occurs after the one-hundred and twentieth (120th) day after the Effective Date (if IBS service) or after the one-hundred and eightieth (180th) day after the Effective Date (if VSAT service), Customer shall pay AmericaTel™ the following charges:

(a) If the delay results from an act or omission on the part of the Customer or for reasons foreseeable to the Customer and the Customer terminates the Agreement, Customer shall pay to AmericaTel™ the Installation Costs plus 75% of said Installation Costs as a Pre-Commencement Termination Charge.

(b) If the delay results from an act or omission on the part of the Customer or for reasons foreseeable to the Customer and AmericaTel™ terminates the Agreement, Customer shall pay to AmericaTel™ the Installation Costs plus 50% of said Installation Costs as a Pre-Commencement Termination Charge.

(c) If the delay results from an act or omission on the part of AmericaTel™ or for reasons reasonably foreseeable to AmericaTel™ and Customer terminates the Agreement, Customer shall pay to AmericaTel™ the Installation Costs only.

(d) If the delay results from an act or omission on the part of AmericaTel™ or for reasons foreseeable to AmericaTel™ and AmericaTel™ terminates the Agreement, Customer shall have no liability for Pre-Commencement Termination Charges.

(C) Force Majeure. Notwithstanding the provisions of Sections 7(A) and (B) and the provisions of Section 10 herein, Customer shall pay all of AmericaTel's out-of-pocket Installation Costs, or any other costs incurred at the request of the Customer, in the event any Pre-Commencement Termination results from installation delays due to the forces listed in Section 10 herein and which are beyond AmericaTel's or the Customer's control and which are unforeseeable to either AmericaTel™ or the Customer.

(D) The charges in this Section 7 shall be invoiced on or about the tenth (10th) day after termination and shall be due within thirty (30) days of invoicing.

(E) Installation Costs shall mean all costs incurred by AmericaTel™ in order to perform installation, including but not limited to the cost of equipment, materials, installation, engineering, labor, supervision, shipping, transportation, insurance, taxes and any other relevant cost associated with the installation of the Service.

8. Post-Commencement Termination; Charges. The Services to any Site may be terminated:

(A) By AmericaTel, if Customer fails to make payment of any amount due hereunder, and such amount remains unpaid more than twenty (20) days after Customer receives from AmericaTel, a notice of such nonpayment. In addition, AmericaTel reserves the right to terminate the Service Order and the Services provided hereunder, or any portion thereof if Customer breaches any provision(s) hereof and fails to cure the breach within thirty (30) days of the receiving of written notice thereof;

(B) After Commencement of Service, by Customer, in the event of a loss or substantial disruption of the Services (giving rise to Outage Credits) totaling more than 35 hours in any calendar month, and which loss or disruption is for reasons attributable to the acts or omissions of AmericaTel; provided however, Customer must provide AmericaTel with a written notice specifying in reasonable detail the problem in question, and must allow AmericaTel 30 days from receipt of said notice in which to attempt to cure the problem. If AmericaTel is unable, at the end of the 30 day cure period, to cure the problem, or to demonstrate that the problem is not within its reasonable control, then and in such event, Customer may terminate Services to the Site effective immediately, and with no further liability whatsoever, except for payments already due; or,

(C) By Customer, at any time after the Commencement of service, with 90 days advance written notice to AmericaTel, and for any reason whatsoever, provided that Customer agrees to pay upon receipt of invoice, an early termination charge which charge shall equal twenty five percent

(25%) of the AmericaTel portion of the MRC (which equals the total MRC less foreign telecommunications authority charges as specified in the Order Form) corresponding to the Site in question times the number of months remaining in the valid term of Service through the 36th month of Service, and ten percent (10%) of the MRC times the number of months remaining in the term of Service after the 36th month. In the event of termination under this section 8(C), Customer also agrees to pay a de-installation fee of \$5,000.00 per Site to cover the costs of dismantling, removing and shipping the Equipment to another location as well as any charges described in paragraph (E) below.

(D) If Service is terminated in accordance with section 8(A), and in addition to all of AmericaTel's other remedies at law or in equity, AmericaTel shall be entitled to declare immediately due and payable, in addition to the amounts already due, the aggregate of total MRCs that would have been payable over the remaining term of service to the Site in question on and after the date of such termination, and to use the Equipment terminal and provide Services to whomever AmericaTel sees fit; and Customer shall not be entitled to any equitable relief with respect to such use or for any refund of amounts paid to AmericaTel™ hereunder. Also, Customer shall pay a de-installation fee of \$5,000.00 per Site to cover the costs of dismantling, removing and shipping the Equipment to another location.

(E) In addition to the foregoing, and in the event of termination under either section 8(A) or (C), Customer agrees to be responsible for any costs of early termination rightfully assessed against either Customer or AmericaTel™ by any third party or parties (includes any local, national, governmental or quasi-governmental telecommunications entities, Other Facilities Suppliers, Foreign Telecommunications Entities and any subcontractors involved in the provision of the Services at the Site), whether by contract, tariff or otherwise. Customer shall reimburse AmericaTel™ for any such costs paid by AmericaTel™.

(F) Customer acknowledges that the foregoing rights of AmericaTel™ are reasonable; constitute liquidated damages for the loss of the bargain contemplated hereunder and do not constitute a penalty. The termination of Service to any Site for any reason shall extinguish all of AmericaTel's obligations to provide, and Customer's obligations to accept, Service, but shall not relieve either party of any obligation that may have arisen prior to such termination. In all cases of termination, AmericaTel™ shall have the right, but not the obligation to reclaim, repossess or otherwise take back any or all of the AmericaTel-provided Equipment(s) or other equipment located at the Site. Customer shall grant AmericaTel™ (and its authorized agents, representatives and contractors) reasonable access to Customer's premises for the purposes of repossessing any and all such facilities. AmericaTel™ shall also have the right, at its sole option, to abandon to Customer any or all of such equipment.

9. Limitation Of Liability.

IT IS EXPRESSLY AGREED THAT AMERICATEL'S SOLE OBLIGATIONS AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT ARE LIMITED TO THOSE SET FORTH HEREIN, AND ALL OTHER REMEDIES OF ANY KIND ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

IN NO EVENT SHALL AMERICATEL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF REVENUES OF CUSTOMER OR ANY THIRD PARTY, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY DEFECT IN ANY FACILITY PROVIDED OR ARRANGED FOR CUSTOMER, OR ARISING FROM THE PROVISION OF SERVICE, OR FROM ANY OTHER CAUSE WHATSOEVER, AND REGARDLESS OF WHETHER PRIOR NOTICE OF THE POSSIBILITY OF SUCH DAMAGES TO AMERICATEL HAS BEEN GIVEN. FURTHERMORE, IN NO EVENT SHALL AMERICATEL'S LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE EQUIPMENT OR SERVICES JUDGED TO

BE DEFECTIVE.

AMERICATEL HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO ANY FACILITY OR SERVICE PROVIDED OR ARRANGED FOR CUSTOMER BY AMERICATEL, INCLUDING WITH RESPECT TO THE COMPATIBILITY OF ANY SUCH SERVICE OR FACILITY WITH ANY CUSTOMER-PROVIDED SOFTWARE, HARDWARE OR FACILITY.

Without limiting the generality of the foregoing, Customer acknowledges and agrees that it shall have no right of recovery for the satisfaction of any cause whatsoever, arising out of or relating to the provision of Equipment or Services, against AmericaTel™, which recovery would expose AmericaTel™ to liability beyond that expressly provided herein. Customer shall defend and indemnify AmericaTel™ from any claims, liabilities, losses, costs, or damages, including reasonable attorneys' fees and costs, arising out of any transmission by Customer that is libelous, slanderous, an infringement of copyright, or which is otherwise illegal.

10. Force Majeure.

AmericaTel™ will be excused from performance to the extent that it is prevented from so performing, in whole or in part, as a result of service failures caused by the Customer, any act of God, war, civil disturbance, court order, labor dispute, third party non-performance, or other cause beyond AmericaTel's reasonable control, including but not limited to failures, fluctuations or nonavailability of satellite space segment capacity, electrical power, heat, light, air conditioning or telecommunications equipment. Such nonperformance will not be a default or a ground for termination as long as reasonable means are taken to expeditiously remedy the problem causing such non-performance. This provision shall not, however, relieve Customer from making any payment for Services rendered when due.

11. Assignment.

Neither the Service Order, nor the rights and obligations of Customer arising hereunder, nor any part thereof, may be assigned by Customer except with the express written approval of AmericaTel™. These terms and conditions shall be binding on and shall inure to the benefit of any successors and assigns of the Parties, provided that no assignment shall relieve either party of its obligations to the other party. Any purported assignment by either party not in compliance with these terms and conditions shall be null and void and of no force and effect. Any assignment of any right and/or interests of either party shall require at least ninety (90) days written notice by Customer to AmericaTel™.

12. Title to Equipment.

This is a service agreement, and no property interest is created hereby, nor does it grant or convey any rights in Customer to assert any right, interest, lien or encumbrance of any kind on the Equipment, the serving satellite, or any other facilities of AmericaTel™, its vendors, representatives or assigns. Title to the Equipment shall remain with AmericaTel™ at all times and shall be kept free and clear of all claims, liens and encumbrances of Customer, its agents, employees, representatives, creditors or any persons claiming through Customer. Customer shall, at its expense, protect and defend AmericaTel's title from any such claims, liens and encumbrances. The Equipment are and shall remain personal property irrespective of their use or manner of attachment to real property, and the Customer shall secure all necessary waivers and do such other acts as may be reasonably required by property owners or requested by AmericaTel™ to ensure the same.

13. Software; Customer-Provided Software and Equipment.

There are no licenses of any type whatsoever created by this Service Order, including without limitation, software licenses of any kind whatsoever. Any software required in order to operate the Equipment shall be licensed by and be solely for the use of AmericaTel™, and Customer shall have no rights or recourse whatsoever pursuant to such licenses. Customer shall be solely responsible for the procurement, licensing and installation of all software and/or equipment necessary for the proper functioning of its own internal programs and for its independent and personal use of the Services. The functioning of such Customer-provided software and equipment (CPSE), and of Customer's internal programs, and the compatibility of such CPSE and programs with the Services or Equipment provided hereunder shall be solely the responsibility of Customer, and Customer shall indemnify and hold harmless AmericaTel™ from and against any and all liability or alleged liability arising from the use or misuse of CPSE, Customer's internal programs, or from the use or misuse of the Services by Customer. Furthermore, neither failure or defect of CPSE or of Customer's internal programs, nor the incompatibility of such CPSE or programs with the Services or Equipment provided hereunder, shall be grounds for termination of the Service Order, excused delay in Customer's responsibilities hereunder (including without limitation, the responsibility to make timely payments of all amounts due), any credits against such amounts, or for any other relief whatsoever to Customer hereunder.

14. Confidentiality.

AmericaTel™ and Customer each agree that all confidential and/or proprietary information communicated to one by the other, whether before or after the date written below, will be received in strict confidence, will be used only for purposes intended by the disclosing party, and except as otherwise provided below, will not be disclosed by the recipient party, its agents, subcontractors or employees without the prior written consent of the disclosing party. Each party agrees to take all reasonable precautions to prevent the disclosure to outside parties of such information, except as required by legal, accounting or regulatory requirements beyond the reasonable control of the recipient party. All such confidential or proprietary information shall be identified as such before disclosure and shall be prominently marked by the disclosing party.

Notwithstanding the above, upon the request of any appropriate U.S. or foreign governmental authority in any country wherein any Equipment is located and upon a showing of appropriate jurisdictional authority and after AmericaTel™ has, when reasonably possible, notified Customer of such request, AmericaTel™ will allow such authority access to any records and other information of Customer and/or Customer's customers in the possession of AmericaTel™ that said authority has a legal basis to subpoena. AmericaTel™ shall object and refrain from delivery of any information that the requesting authority has no right to subpoena. The provisions of this section will survive the expiration or termination (for any reason) of this Agreement.

15. Applicable Law.

Customer understands that AmericaTel™, in conducting its business in the manner set forth herein, is subject to the Communications Act of 1934, as amended. All terms of this Agreement not subject to the Communications Act of 1934, as amended, shall be governed by and construed in accordance with the laws of the State of Florida (excluding any conflict of law rule or principle that would refer to the laws of another jurisdiction). Each party hereto irrevocably submits to the jurisdiction of the state and federal courts situated in Miami-Dade County, Florida, in any action or proceeding arising out of or relating to the Service Order, and each party hereby irrevocably agrees that all claims in respect of any such action or proceeding must be brought and/or defended in such courts; provided however, that matters which are under the exclusive jurisdiction of the Federal District courts shall be brought in the Federal District Court for the Southern District of Florida in Miami-Dade County. Each party hereto consents to service of

process by any means authorized by the applicable law of the forum in any action brought under or arising out of the provision of the Services by AmericaTel™, and each party irrevocably waives, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

16. Headings.

The headings and section titles in these terms and conditions are inserted for convenience only and shall not affect the meaning or interpretation of any article or provision hereof.

17. General Notices.

All notices and other communications from either party to the other shall be in writing and, shall be deemed received upon actual delivery or completed facsimile addressed to the other party at the addresses described in the Order Form. Each party will promptly advise the other of any change in the address, designated representative or telephone or facsimile number.

18. Attorney's Fees.

In the event AmericaTel™ brings a lawsuit or other legal action against Customer to enforce its rights pursuant to this document or any Implementing Agreement, or is compelled to defend itself against an action brought by Customer, and AmericaTel™ prevails in such suit or action, AmericaTel™ shall be entitled to recover from the Customer its reasonable attorney's fees, costs and expenses, including without limitation all such costs associated with appeals.

19. Severability.

Nothing contained in these Terms and Conditions shall be construed so as to require the commission of any act contrary to law. If any provision herein shall be declared invalid or unenforceable, said provision shall be construed as necessary to permit compliance with the minimum legal requirement.

20. FCC; Entire Agreement; Amendment; Waiver.

AmericaTel™ is a common carrier licensed and regulated by the Federal Communications Commission ("FCC"). These Terms and Conditions and any applicable amendments or attachments hereto, the attached Service Order Form and the IPNCTC supercede all previous understandings, commitments, or representations concerning the provisions by AmericaTel™ of the telecommunications services which are the subject of this Agreement. These Terms and Conditions may not be amended or modified, in any way, and none of the provisions hereof may be waived, except by a prior writing signed by an authorized officer of each party. The waiver of any provision set forth herein or in the IPNCTC shall not be construed to be a waiver of any other provision.