

SATELLITE SERVICES TERMS OF USE

The following Terms of Use shall govern use of the Iridium services ("Services") purchased by Customer.

1. BILLING AND PAYMENT

(A) NAL Research will bill and Customer shall pay NAL Research for the Services provided by NAL Research and for all applicable federal, state, local and other taxes which may be levied upon the Services.

(B) Customer shall provide a valid and authorized credit card number for payment of Services. In the event that NAL Research and Customer agree that a credit card shall not be used, Customer shall pay all invoices within thirty (30) days of the date of invoice. NAL Research shall automatically bill Customer for any fees in excess of the monthly amount or period of performance purchased by Customer. Overdue payments shall be subject to a finance charge of the lesser of either one and one-half percent (1.5%) per month or the highest rate permitted by law.

2. HELP DESK

NAL Research operates a help desk which may be contacted at the following telephone number 703-392-1136 x200 or e-mail at contact@nalresearch.com. The help desk provides Customer with operator assistance, operator intercept, mobile terminal commissioning, technical trouble shooting, and general customer assistance services.

3. OPERATING PROCEDURES

Customer shall follow the procedures ("Procedures") established by the entities that supply the Services to NAL Research ("Suppliers") and such Procedures may be provided to Customer upon reasonable request to NAL Research. Customer acknowledges that the Procedures may be modified from time to time by Suppliers. NAL Research shall not be liable for Customer's use of the Services in a manner inconsistent with the Procedures provided by Suppliers.

4. SERVICE AVAILABILITY

The Services are provided on an "on-demand" basis and are subject to the availability of capacity on the applicable satellite network. Services may be temporarily unavailable or limited because of capacity limitations, network equipment failures, distress or any other emergency pre-emption as required by NAL Research or a Supplier or may be temporarily interrupted or curtailed due to modifications, upgrades, repairs or similar activities of a Supplier. The use and restoration of Service shall be in accordance with Part 64, Subpart D of the FCC's Rules and Regulations, which specify the priority system for such activities. NAL Research has no liability for unavailability or malfunction of Suppliers' networks.

5. CONDITIONS OF OTHER CONTRACTS

The obligations of NAL Research and the terms of service and sale under this Agreement are subject to the terms of the agreements under which NAL Research purchases the Services from Suppliers (each an "Other Contract"). To the extent fulfillment of any obligation under this Agreement is not permissible or possible under an Other Contract, the Other Contract shall prevail and such obligation shall be suspended or modified to the extent required by the Other Contract. NAL Research represents and warrants that it is not presently aware of any material respect in which this Agreement is inconsistent with an Other Contract.

6. ABUSE/FRAUDULENT USE OF SERVICES

(A) Customer shall not use the Services in an abusive or fraudulent manner, including, but not limited to the following: (i) accessing or attempting to access Services by using an unauthorized device; (ii) obtaining or attempting to obtain permission to use Services by providing false or misleading information; (iii) obtaining Services without having the intent to pay charges incurred; (iv) intentionally interfering with or causing disruption in the provision of Services to other Customer; (v) using Services to further criminal activity; (vi) using Services to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; (vii) using Services in a manner that interferes unreasonably with the use of Services by one or more other Customer.

(B) NAL Research reserves the right to terminate use of the Services of any Customer engaging in abusive or fraudulent use of the Services purchased from NAL Research.

7. DEFAULT AND TERMINATION OF SERVICES

(A) The occurrence or happening of any one or more of the following events shall constitute an event of default if not remedied within ten (10) days after notice from NAL Research: (i) use of the Services in any manner or for any purpose contrary to law; (ii) abuse or fraudulent use of the Services; (iii) failure to make any payments due as invoiced; (iv) discovery by NAL Research that any representation or warranty made by Customer in any document furnished by Customer to NAL Research is incorrect; (v) breach or violation of any of this Agreement by the Customer; or (vi) commencement of any proceeding, whether voluntarily or involuntarily, relating to the Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally.

(B) In the event of default, NAL Research may, at NAL Research's sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate Customer's Service without notice. NAL Research will bill Customer and Customer shall pay NAL Research for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, NAL Research shall incur no liability whatsoever. Customer shall be liable for all costs and expenses incurred by NAL Research due to default by a Customer, including but not limited to legal costs.

8. WARRANTY, INDEMNITY AND LIMITATION OF LIABILITY

(A) NAL Research shall not be liable to Customer, any user, or other person for: (i) any indirect, consequential, incidental or special, exemplary or punitive losses or damages, including without limitation, loss of profits, loss of earnings, loss of business opportunities, or personal injury, however arising; (ii) any acts or omissions of a telecommunications carrier unaffiliated with NAL Research whose facilities are used in providing the Services; (iii) defamation, invasion of privacy, slander, libel, harassment or copyright infringement arising from material transmitted or received through the Services; (iv) infringement of patents or other intellectual property arising from use of the Services or the use of the Services and Equipment in combination with Customer-provided services.

(B) NAL Research does not undertake to transmit messages, but offers the use of the Services to Customer for the transmission of telecommunications services.

(C) Customer agrees with NAL Research that neither NAL Research, NAL Research's Suppliers, nor any of their respective affiliates, resellers or agents shall be liable on any basis whatsoever (including in contract and in tort) to Customer or Customer's Customer for any direct, indirect or consequential loss, damage or expense, including, without limitation, loss of profits or revenues, loss of distribution rights, abortive expenditure or damage to property or injury or death to persons arising from or in connection with: (a) any unavailability, delay, interruption, disruption or degradation in or of the space segment or of any telecommunications carried on in the space segment, regardless of cause including, but without limitation, equipment failure or malfunction; or (b) the suspension by NAL Research or NAL Research's Suppliers of the mobile earth station's authorization to use services provided by NAL Research or NAL Research's Suppliers, due to any cause whatsoever. Should NAL Research be found liable to Customer under this Agreement, IN NO EVENT SHALL NAL RESEARCH'S TOTAL LIABILITY IN ANY WAY ARISING FROM THESE TERMS AND CUSTOMER'S CONDITIONS EXCEED AN AMOUNT EQUAL TO THE LAST THREE (3) MONTHS OF PAYMENTS TO NAL RESEARCH UNDER THIS AGREEMENT.

(D) Customer alone shall be responsible for all claims, actions, losses, costs and damages ("Liability") arising out of or relating to the acts or omissions of Customer in connection with this Agreement. Customer shall indemnify and hold NAL Research and its officers, employees and agents harmless from and against all such Liability arising from Customer's negligence or wilful misconduct.

(E) NAL Research shall not be liable for any service outage or degradation in Suppliers' networks due to satellite malfunction or any other cause.

9. CUSTOMER PURCHASE ORDERS

If Customer issues a purchase order to NAL Research for Services, such purchase order will be treated as an administrative document only and will not add to, delete from, or change any of this Agreement. Customer agrees to waive any future challenge to the enforceability of any purchase order on the basis that such purchase order was made and or confirmed by electronic means.

By the signature of their duly authorized representatives below, NAL Research and Customer intending to be legally bound, agree to all of the provisions of this Agreement, and any other attachments thereto between the parties.

MBARI

By: _____

Name (print): _____

Title: _____

Date: _____