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Miami, United States, 26 to 30 May 2014**

**Agenda Item 6 MEVA III Implementation: Presentation of MEVA III Service Provider
Staff and Organization**

MEVA III TASK FORCE REPORT

(Presented by MEVA III Task Force Rapporteur)

EXECUTIVE SUMMARY	
This working paper presents the work of the MEVA III Task Force in support of the implementation of the MEVA III Network.	
Action:	Take note of the progress and results of the MEVA III TF
<i>Strategic Objectives:</i>	<ul style="list-style-type: none">• Safety• Air Navigation Capacity and Efficiency
<i>References:</i>	<ul style="list-style-type: none">• MEVA III TF Teleconferences – MEVA III Implementation

1. Introduction

1.1 Under CONCLUSION 27/09, the MEVA TMG Meeting approved the revised Terms of Reference of the MEVA II Task Force to include:

- a) Assist the MEVA Members in coordination with the MEVA III Service Provider on the timely and efficient implementation of the MEVA III Network and
- b) Review and inform the MEVA TMG of all deliverable documents required by the MEVA III Network implementation. Review and approve those documents as required by the MEVA III RFP

1.2 The current membership of the Task Force is Cuba, Jamaica, Haiti, Mexico, Panama, United States, COCESNA and ICAO.

2. Discussion

2.1 To fulfil the tasks assigned by the TMG in the expanded Terms of References, the Task Force performed the following work:

- a) Request, review, commented and finalized the MEVA III Service Level Agreement in collaboration with ComSoft.
- b) Request a Framework Agreement to be sent to all MEVA Members, in English and Spanish, as a document from which each Members' contract could be developed.

2.2 The Framework Agreement is the basis of each MEVA Member's contract with ComSoft and as such it is to be modified by each Member to reflect the laws, rules, and regulations of their respective countries. The SLA, however, must be the same for all MEVA Members to ensure equal service. With that in mind, the Task Force took on the task to review the SLA.

2.3 To carry out the task, the Task Force adopted the following work process:

- The Task Force requested from ComSoft the 1st draft of the MEVA III SLA, and the 1st draft of the Framework Agreement.
- The Framework Agreement was forwarded to all MEVA Members to use as the basis for their contract.
- The SLA was reviewed and commented on by Task Force Members. These comments were compiled in a Change Request Form that was sent to ComSoft. ComSoft would reply in the Change Request Form and send it back to the Task Force.
- The process would be repeated with Task Force reviewing and commenting on the replies and compiling new comments in the Change Request Form before sending it to ComSoft. The process went through several iterations creating 10 requests for changes, 3 drafts of the SLA, and requiring 8 Task Force teleconferences, 4 Task Force – ComSoft teleconferences, and countless email exchanges.
- On 2 occasions the draft SLA was circulated to all MEVA Members requesting their inputs. The inputs received were included in the Change Request Form and were addressed by Comsoft. A revised SLA version was received from Comsoft with all the changes and it was accepted by the TF in behalf of the MEVA Members.

2.4 Several MEVA Members indicated that a Spanish version of the SLA and the Framework Agreement were needed, and the Task Force requested a Spanish version of both document. ComSoft sent the revised English and Spanish Framework Agreement, which were sent to all MEVA Members.

2.5 The final revised version of the SLA in English was sent to all MEVA Members, which is shown as **Appendix A** to this paper. Also attached are the final versions of the Framework Agreement in English (**Appendix B**), and in Spanish (**Appendix C**).

2.6 In parallel with the review of the MEVA III SLA, the Task Force clarified several other questions. Most notably:

- Pricing of additional circuits.
ComSoft provided a calculator for MEVA Members to price new requirements.

- High-Level Training 2
ComSoft offered an additional theory only high-level training. ComSoft agreed to include the cost of this training to the each participating Member's contract. The offer was forwarded to all MEVA Members, and their attendance coordinated with ComSoft.
- Local Monitoring

2.7 Task Force Members questioned ComSoft on the different options proposed by ComSoft in the MEVA III proposal. These options are:

- a) Access via the Internet to the NOC monitoring program. Each MEVA Members will see the health of the entire MEVA III Network. This option was included in the proposal at no additional cost
- b) Monitoring through the use of SNMP compatible software connected to the Members node. This option allows each MEVA Member to monitor the health of local equipment and services. The SNMP files are provided by ComSoft at no cost. Procuring, configuring, and maintaining the SNMP compatible software is the responsibility of the MEVA Member exercising this option.
- c) Monitoring of the health of the entire network through a dedicated MEVA III circuit with the hardware and software provided, configured and maintained by ComSoft.

2.8 To assist ComSoft, in preparing the transition to MEVA III, the Task Force followed up on the development status of the MEVA III contracts. MEVA Members were asked to report on several occasions on status of development of their respective MEVA III contracts, and specify what options they were considering. These options were:

- Leased or purchase option.
- ICAO contract or individual contract
- Single or dual chain configuration
- Buy in the spare pool or acquire spare parts
- Measuring Equipment and Tools option.
- UPS option

2.9 The answers were compiled, and are presented in **Appendix D**.

2.10 On April 17, 2014, ComSoft sent to the Task Force a Change Request of Station Design. The proposed design change was to substitute the redundancy kit (RCU5000) offered in the MEVA III Proposal by a CPI C-Band redundancy kit consisting of a CODAN Redundancy Unit and a 10MHz Reference Source. ComSoft stipulated that the new redundancy kit is certified and preferred by ND SatCom, and that there would be no impact on the price offered in the MEVA III proposal. The Task Force reviewed, and approved the request.

2.11 Although not yet fully completed, the phase during which the contracts are finalized is drawing to a close. The Task Force will therefore start focusing on MEVA III installation activities. Notably, the Task Force will ensure that the deliverable documents required by the RFP are delivered by ComSoft, and reviewed and approved, as mandated by the TMG, by the Task Force. These documents are:

- Issue Tracking System (Attachment II Section C 14.21)
- Accounting and Billing Records Management System (Attachment II Section C 14.27)
- MEVA III Website (Attachment II Section C 14.34)
- Technical Documentation (Attachment II Section C 16.2 & 16.3)
- Training plan analysis, review and recommendations (Attachment II Section C 18.2 & 18.3)
- Security Plan (Attachment II Section C 17.2)
- System Design Document (SDD) (Attachment II Section D 3.1)
- Implementation Schedule (included in the SDD) (Attachment II Section D 3.3)
- Factory Acceptance Test (FAT) procedures (Attachment II Section D 4.1)
- Transition Plan (Attachment II Section D 5.2)
- Site Acceptance Test (SAT) procedures (Attachment II Section D 6.1).

2.12 The Task Force will also keep track of implementation activities by coordinating and merging ComSoft implementation schedule in the MEVA III WBS.

3. Conclusion

3.1 The meeting is invited to:

- a) review the progress and results made by the MEVA III TF;
- b) take note of the future activities of the Task Force; and
- c) assign or review any actions or task designated to the MEVA III TF.



Service Level Agreement (SLA)

Ref. No. XXXX/XX

between

COMSOFT GmbH
Wachhausstr. 5a
76227 Karlsruhe
Germany

and

[CUSTOMER]

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Appendix 1

To
Agreement
(Ref. No. XXXX/XX)

Standard Installation and Servicing of a Satellite Station

1. Site Survey

Prior to installation a site survey will be carried out by a COMSOFT's agent or by an authorised representative together with a representative of the **CUSTOMER**. All necessary measures and conditions for installation shall be discussed and documented in a site survey protocol.

By this Site Survey protocol COMSOFT certifies that the Site and the antenna (if it is to be re-used) are appropriate for the installation.

2. Installation

In order to fulfil its contractual commitment COMSOFT requires the **CUSTOMER**'s co-operation, also during the installation. The **CUSTOMER**'s obligations are to co-operate with COMSOFT at the installation.

The minimum co-operation of the **CUSTOMER** shall be as follows:

- Responsibility of building permits (if needed)
- Guaranteed access to **CUSTOMER** building and related environment which are related to the MEVA III network site
- Preparation of cable ducts/paths and responsibilities as agreed in the site survey documentation

2.1. Installation of the Outdoor Unit

The outdoor unit consists of the antenna and the transceiver.

- 1) Included in the delivery of the antenna is the construction of a standard support-structure, i.e. a NPMM (Non Penetrating Mast Mount) as planar support including ballast.
- 2) The installation of a NPMM is carried out on a statically tested installation space prepared by the **CUSTOMER** on a flat roof or at ground level.
- 3) Special constructions for the installation of the antenna and the use of the lifting equipment, such as cranes, lift trucks or similar, are not comprised in the scope of the standard installation.
- 4) For the calculation of bearing capacity of the subsurface of the antenna site the **CUSTOMER** shall entrust a static engineer or an architect of his own choice. As far as construction permits/construction notifications are required, applications therefor shall be under the **CUSTOMER**'s responsibility.

The items 1) – 4) only applies to **CUSTOMERS** where the antenna has to be installed by COMSOFT

2.2. Laying of Cables

Laying of max. 50 m signal/data, coaxial and power supply cables in cable ducts and trenches which are to be prepared by the **CUSTOMER**. Spacing shall correspond to the distance between the antenna and the emplacement of the indoor unit.

Cabling requirements shall be determined during the site survey.

2.3. Installation of the Indoor Unit

The indoor unit(s) comprising of the satellite modem(s), multiplexer(s), router(s), etc., shall be installed in a 19" rack to be provided by COMSOFT and placed in a suitable air-conditioned room of the **CUSTOMER**.

2.4. Installation Protocol

After completion of the installation an installation protocol shall be established recording the interfaces indicated in the respective individual agreements, the results of bit error-measurements, and the quality of the installation and the ownership structure of the provided equipment. This protocol shall be signed by the **CUSTOMER** and COMSOFT.

3. Additional Services for Installations

Services exceeding the scope of the standard installation such as provision of specific site civil works to carry the antenna mount, wall breaks and installation of cable channels or interface adjustments can be implemented upon request and shall be charged separately.

4. Site Maintenance

4.1. Maintenance Definitions

Subject to the Terms and Conditions hereof, COMSOFT shall provide maintenance support for all VSAT Equipment provided as part of the Agreement.

Such maintenance shall consist of:

- **SAT Equipment (including VSAT Antenna) maintenance**, which includes travel to and from the site and technical trouble-shooting to isolate any problems;
- On-site repair and replacement, as required, of malfunctioning VSAT Equipment;
- Diagnostic support of malfunctioning VSAT Equipment;

4.2. **CUSTOMER's** Maintenance Responsibilities

- **COMSOFT shall be responsible for the necessary maintenance actions for MEVA III VSAT Network.**
- **The CUSTOMER may provide assistance to COMSOFT to perform "1st Level" maintenance support (exchange of defective parts, run station specific functional tests, join troubleshooting with COMSOFT's NOC), which means that the CUSTOMER shall establish a Point of Contact (PoC) through which Site service problems are initially reported. As part of this 1st Level support, CUSTOMER will perform exchange of defective parts, run station specific functional tests and first-line troubleshooting to assess whether a problem reported at a Site is due to COMSOFT-provided VSAT Equipment that needs repair, or to some other cause, e.g., lack of power, extreme environmental conditions.**
- **Calls and requests to COMSOFT from the CUSTOMER for second level maintenance support shall be made only from the CUSTOMER's Central Trouble Reporting Point. In order for COMSOFT to respond to maintenance calls from the CUSTOMER's Central Trouble Reporting Point, the CUSTOMER shall assure that an authorized representative shall be available at the Site to receive the COMSOFT maintenance technician(s), including security escort, if required.**
- **In the event the CUSTOMER cannot verify that a representative and/or security escort will be present, COMSOFT shall not dispatch or have dispatched a maintenance technician until such time as the CUSTOMER can verify that a representative shall be available at the Site to receive the maintenance technician(s) and contacts COMSOFT with such information. Upon dispatch of a maintenance technician, if an authorized representative is not available at the Site to receive the maintenance technician(s), including security escort, if required, the Cancelled Site Visit Charge shall apply and the period for COMSOFT's calculation of the service interruption period shall cease until such time as a maintenance technician is granted access to the Site.**

4.3. Maintenance Exclusions

- COMSOFT's maintenance obligations under this Agreement do not include provision of consumable supplies, repair or replacement of VSAT Equipment failures or malfunctions caused by improper installation, operations, or maintenance by other than COMSOFT authorized representatives, relocation or modification by the **CUSTOMER** or others not under COMSOFT's control, failure or interruption of the **CUSTOMER**-provided terrestrial communications or electrical power, accident, fire, vandalism, **trouble calls where no problem is found, COMSOFT reserve its right to close its maintenance activities, if the same reported problem does not occurs again within five (05) calendar days,** or failures or malfunctions resulting from exposure of the VSAT Equipment to conditions beyond its operating conditions.
- **COMSOFT cannot provide guarantees for maintenance actions performed by technicians of the CUSTOMER.**
- Any such failures and malfunctions will be repaired on a commercially reasonable effort basis (**on-site visit, etc.**) and billed to the **CUSTOMER** on a time and materials basis. The **CUSTOMER** shall grant or have granted access as required for maintenance of the VSAT Equipment during **agreed** maintenance hours, including appropriate security escort when required.

Appendix 2

to

Agreement

(Ref. No. XXXX/XX)

Standard

Service Level Agreement

(Version 1.1 / 2014)

1. Overview of Service Levels

With regard to satellite services COMSOFT provides the following Standard Service Level for the MEVA III VSAT Network:

➤ Gold Plus

The figures shown below refer to sheer satellite links, and include, as the case may be, provided multiplexer(s).

	Gold Plus
Service Times	
Fault reporting	Daily 00:00 – 24:00
Network Control Center (NOC) Support time ➤ Fault processing	Daily 00:00 – 24:00
Service time on-site ➤ Fault processing	Daily 00:00 – 24:00
NOC´s max. response time	45 minutes
max. restoration time for on-site services (excluding response, travel time and spare part delivery time)	8 hours
areas in which the Service Level can be provided	MEVA III network stations
mean time to restore on-site	2 hours
Proactive maintenance on-site	yes, every 12 months
Network monitoring	yes (see 2.1.1)

1.1. Maintenance on Teleport Facilities

Regular Service interruptions due to maintenance or change of antenna facility will be notified to the **CUSTOMER** at least **14 working days** in advance of its occurrence. The **CUSTOMER** will mutually agree to a convenient time within 24 hours of such information. If the **CUSTOMER** does not react in the given period COMSOFT is free to choose a convenient timeframe for the maintenance.

Note: Scheduled maintenance periods are not considered as downtimes and will not exceed 24 hours cumulated over the year.

1.2. Maintenance of **CUSTOMER** owned Satellite Ground Stations

COMSOFT is able to provide **CUSTOMERS** also with maintenance service on **CUSTOMER** owned satellite ground stations.

This service is managed through COMSOFT Germany but as an advantage to the **CUSTOMER**, the selected maintenance service partner will be located in the corresponding market.

Maintenance services will be always offered on a **CUSTOMER** requested basis and is not standardized at all.

This paragraph and maintenance activities apply only to CUSTOMERS, who buy the VSAT equipment.

1.3. Communication Services to be provided by COMSOFT

COMSOFT will provide Communication Services as specified in the dedicated service order
Bit Error Rate (BER): max $10 \exp^{-7}$

If applicable the service includes:

- Provision of equipment
- Installation of equipment
- Provision of necessary test equipment
- Performance of tests in close co-operation with **CUSTOMER** according to test procedures agreed with COMSOFT
- Delivery of details for integration of **CUSTOMER** furnished equipment (CFE) into teleport M&C system
- Provision of point of contact for information on equipment failures / outages

1.4. Satellite Services

1.4.1. Standards

In doubt the following ITU Recommendations are authoritative:

ITU-T G.821	Recommendations on “Error Seconds” (ES) and “Severely Error Seconds” (SES)
ITU-T M.2100	Recommendations on outage intensity and “Mean Time Between Outages”

1.4.2. Service Level

The quality of transmission channel is expressed by the Bit Error Rate (BER) which is continuously measured over a defined period.

Accepted – A transmission channel is deemed to be accepted if the BER does not exceed an agreed value (committed BER) over a minimum of 24 consecutive hours. This measurement is part of the **CUSTOMER** Acceptance Test.

Unavailable – A transmission channel is deemed to be unavailable if a transmission is not possible. In meanings of:

- A VSAT RF link BER worse than 10^{-7} for a period exceeding 10 continuous minutes.
- Intermittent VSAT RF link outages (periodic dropouts or RF carrier chopping) exceeding six (6) dropouts per continuous minute

Transmission measurement is part of the fault report process, which is used by COMSOFT and the **CUSTOMER** to coordinate the analysis of a service problem.

1.4.3. Availability of the Service

Availability must be measured for the network as a whole (network availability).

Availability is calculated on the basis of the fault reporting system operated by the COMSOFT Help-Desk and takes into account the duration of all relevant events (also referred to as non-availability or downtime, i.e. the period measured from the time when the COMSOFT Help-Desk discovers or is notified of the non-availability, to the time when service is restored). The measured value is expressed as a percentage of the corresponding Committed Time Interval (CTI).

Outages due to scheduled maintenance time (SMT) or reasons in the **CUSTOMER's** responsibility (e.g. no staff at the station) shall not be included in the calculation of non-availability with regard to the guaranteed service level.

1.5. Leased Line Services (optional)

COMSOFT Network has access to major data centres across Western Europe, America and Asia. In these Points of Presence (PoP) COMSOFT is able to interconnect with all major International Carriers.

COMSOFT is offering leased line connectivity products for both voice and data connectivity.

2. Fault Management

2.1. Fault Detection

2.1.1. Fault Detection by COMSOFT

For the Service Level GOLD Plus COMSOFT monitors the **CUSTOMER's** network with different management tools:

COMSOFT Link: Automatic carrier monitoring system (measurement of the signal levels of the respective satellite link), NMS per remote dial-up (access to the equipment provided by COMSOFT through the NOC for remote diagnosis).

COMSOFT Meshed (MEVA III): Automatic carrier monitoring system (measurement of the signal levels of the respective satellite link), NMS per remote dial-up (access to the equipment provided by COMSOFT through the NOC for remote diagnosis), SNMP (100 Byte package).

COMSOFT DAMA: Central system-specific management tool (monitoring and control of the satellite components at the location by NOC).

COMSOFT Star: Central system-specific management tool (monitoring and control of the satellite components at the location by NOC).

Therefore, link outages as well as equipment failures can be detected. In case of a fault the NOC generates and processes a Trouble Ticket (TT) according to the agreed Service Level (see 2.2 Fault Processing, below).

2.1.2. Fault Detection by the **CUSTOMER**

For the reporting of fault such as loss of data packages or link outage, a central telephone number is at the disposal of the **CUSTOMER** around the clock.

In case of MEVA III network, **CUSTOMER** reports the fault thereby generating fault processing.

In order to allow quick and efficient fault processing, it is necessary that the **CUSTOMER** appoints contact persons who are authorised to submit fault messages to COMSOFT. Messages to be submitted either in English or Spanish and shall include the following information:

- Name of the **CUSTOMER** and messenger/caller (incl. phone no./fax no./email)
- Link ID and name of the location where the fault has occurred
- Fault description (partial or complete outage of the link, etc.)

If a fault is detected during service time, NOC generates a respective TT and initiates fault processing (see 2.2 Fault Processing, below).

2.2. Fault Processing

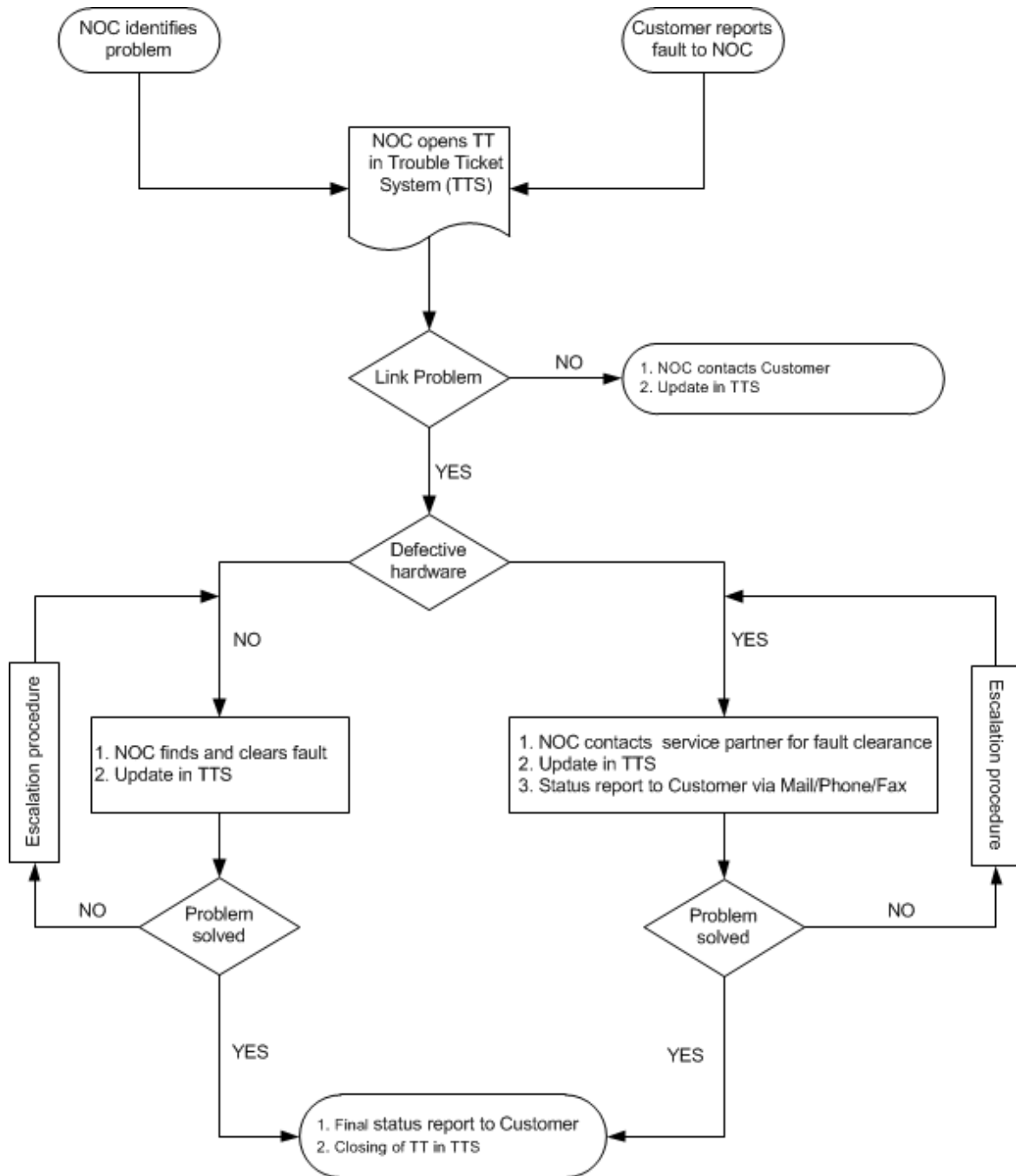
The NOC processes the fault in accordance with the procedure described hereafter, whereas the **CUSTOMER** receives a first status report on possible reasons for the fault and the initiated rectification measures within the response time. Additional status reports on the notified fault are submitted upon agreement with COMSOFT.

After the fault has been remedied the TT is set to status "Problem solved", **CUSTOMER** is notified accordingly and with the **CUSTOMER's** consent the TT will be closed.

If the **CUSTOMER** cannot be contacted, the TT remains in status "Problem solved" until the **CUSTOMER** has been reached.

If faults cannot be solved within a determined period of the time, the escalation procedure described in Sec. 4 Escalation starts automatically.

2.2.1. Fault Processing Procedure



3. Link Availability

The yearly availability of a link depends on the type of Service Level agreed upon for connection of the two locations. It is calculated according to the following formula:

$$\text{Availability (in \%)} = \frac{\text{total hours} - \text{unscheduled downtimes}}{\text{total hours}} * 100$$

Total hours = intersection of the daily on-site service times corresponding to the respective Service Levels of the related locations multiplied by the number of days to be taken into account per year.

For GOLD Plus Service Level in the MEVA III VSAT Network the total half-duplex (one-way) satellite RF link availability is **99,9%**.

The following time periods are not considered as unscheduled downtimes:

- Downtimes due to events of Force Majeure
- Maintenance times / window (as far as these have been agreed upon between the **CUSTOMER** and COMSOFT with a lead time of **14 workdays**)
- Time periods outside the service time on-site
- Time periods during which COMSOFT or the partner entrusted by COMSOFT has no access to the **CUSTOMER's** location or had no local support from the **CUSTOMER** for tests
- Downtimes caused by the **CUSTOMER** or by third parties
- No working analogue telephone line on - site for remote dial in operations
- Customs Clearance during Spare Parts commissioning
- **CUSTOMER**-scheduled/approved down-time (maintenance, upgrades, etc.).
- For reasons that can be attributed to the **CUSTOMER**

Downtimes begin upon receipt of fault message submitted by the **CUSTOMER**. For the GOLD Plus Service Level downtime begins upon receipt of the fault message submitted by the **CUSTOMER** or with fault detection by COMSOFT, depending on whatever occurs first. Downtime ends with fault remedy. In case scheduled works to the network are not acknowledged in time, the **CUSTOMER** is entitled to submit a fault message. This message will be recorded as fault occurrence (resulting from a particular source) and registered as downtime. In case works last longer than originally planned, the **CUSTOMER** shall also be entitled to submit a fault message. This message will be recorded as fault occurrence (resulting from a particular source) and also registered as downtime.

Possible Service Levels combinations and corresponding link availabilities.

SLA – Location A	SLA – Location B	Link SLA	Link availability as to Service periods
GOLD Plus	GOLD Plus	GOLD Plus	99.90 %

Locations of a link between time zones with a local time difference greater than 2 hours basically require Service Level GOLD Plus.

Higher availability than the figures shown above can be agreed upon request. In this case, corresponding remuneration shall be specifically agreed upon. Technically this may require hardware redundancy or a back-up link to be implemented.

4. Escalations

The deadlines for starting the escalation procedure in case of faults (information inquiries or adjustment requests) are according the following ranking:

- Priority 1 - Teleport or **CUSTOMER** location with Service Level GOLD Plus cannot be reached
- Priority 2 - **CUSTOMER** location with Service Level GOLD Plus has restricted service (line is bouncing (instable) / overloaded)
- Priority 3 - **CUSTOMER** location with Service Level GOLD Plus cannot be reached

Priority 4 - Information inquiries, requests for adjustments

The **escalation steps** are defined as follows:

- NOC
- Operation Manager
- Head of Business Unit
- Management

In case a fault cannot be resolved within the times indicated in the table shown below, shall automatically be escalated accordingly.

	Priority 1 Fault	Priority 2 Fault	Priority 3 Fault	Priority 4 Information inquiries Requests for adjustments
NOC	Immediately	Immediately	Immediately	Immediately
Operational Manager	Immediately	8 hours	24 hours	3 days
Head of Business Unit	2 hours	12 hours	48 hours	./.
Management	8 hours	24 hours	./.	./.

5. Penalties (Scheme)

Parameter	Specification
1. Minimum acceptable performance of a half-duplex (one-way) satellite RF link on the basis of BER performance:	a). Not less than 99.9% for a VSAT terminal link over the latest (rolling) 12-month period with a BER of $>1 \times 10^{-7}$ as measured over the latest (rolling) 24-hour period. b). A VSAT RF link BER worse than 1×10^{-4} for a period exceeding 10 continuous minutes. c). Intermittent VSAT RF link outages (periodic dropouts or RF carrier chopping) exceeding six (6) dropouts per continuous minute.
2. Maximum outage time between service delivery points per service (each circuit is considered a service) per latest (rolling) 12 month period due to any cause(s):	Not more than 8.76 hours
3. Maximum Service Restoration Time due to any cause (excluding response time and reasonable travel time to the affected site):	8 hours
4. Maximum Preventive Maintenance Service Interruption Time:	8 hours per year
5. Minimum Interval between Service Interrupting Preventive Maintenance:	2190 hours
6. Maximum Number of delivery point to service delivery point outages per service (each circuit is considered a service) per latest (rolling) 12 month period due to any cause(s):	6

If the monthly availability figure under contract (see above) is not reached, COMSOFT shall reimburse the **CUSTOMER** for the unavailability of links.

The time necessary to ship spare parts to remote sites is under responsibility of COMSOFT and this time shall be excluded from the service availability guaranteed by COMSOFT and will not be subject to the above mentioned penalties.

5.1. Penalty on not meeting Ground Station SLAs

Penalties are applicable if COMSOFT does not meet the guaranteed Service Level for ground station availability.

The penalty calculations are:

Performance Requirements	Criterion for Assessing a Penalty	Credits Assessed for Each Incident based on Monthly Recurring Charges
1. Minimum Availability of a Satellite RF Link	A) Availability is less than specified	A: 100%

2. Maximum outage time per service	A) Exceeds outage time by 10% B) Exceeds outage time by 100% C) Exceeds outage time by 300%	A: 10% B: 50% C: 100%
3. Maximum Service Restoration Time	A) Exceeds required restoration time by 10% B) Exceeds required restoration time by 100% C) Exceeds required restoration time by 300%	A: 10% B: 50% C: 100%
4. Maximum Preventive Maintenance Service Interruption Time	A) Exceeds the maximum allowed time by 10% on a rolling 12-month basis B) Exceeds the maximum allowed time by 10% on a rolling 12-month basis for 12 or more consecutive months.	A: 50% B: 100%
5. Maximum Interval Between Service Interrupting Preventive Maintenance	A) Service interrupting preventive maintenance is performed after an interval that is less than the minimum interval by one hour or more. B) Service interrupting preventive maintenance per A) above is performed three or more consecutive times.	A: 50% B: 100%
6. Maximum Number of Outages (per latest 12 month period)	A) Exceeds the maximum number on a rolling 12-month basis. B) Exceeds the maximum number on a rolling 12-month basis for three consecutive months. C) Exceeds the maximum number on a rolling 12-month basis for four or more consecutive months.	A: 25% B: 50% C: 100%

- Sun outages are not considered as outages.
- Outages caused by regular maintenance are not considered as outages.
- Outages caused by IP networks are not considered as outages.
- Heavy weather conditions
- Acts of Gods (e.g. lightning, snow, snow removal, or other hazards beyond normal range of use) are not considered as outages and shall not result into the penalty scenario.

6. Definitions

6.1. Downtimes

Downtimes are periods of time during which data transmission to and from a location is not possible.

6.2. Fault

A situation is considered a fault when provision of the services agreed upon contractually and lying within the limits of the agreed Service Level is impaired or completely interrupted. A fault may be detected by COMSOFT or by the **CUSTOMER**.

6.3. Mean Time to Restore

With regard to the service time, the mean time to restore is the time elapsed between the arrival of the technician at the location until fault clearance notification. It is based on a statistical evaluation of all connections operated by COMSOFT in the respective past 3 years' period.

6.4. Office Hours

Monday through Friday, 08:00 a.m. – 05:00 p.m. (CET/CEST), except on German national holidays. The NOC is 24/7/365 (including German National Holidays) available for technical support, in accordance to the Service Level "GOLD plus".

The NOC is empowered to provide full technical support 24/7/365 to the MEVA III Member States. The action to dispatch a technician/engineer on-site will be in accordance to the mutually agreed restoration time, stated in Section 1. "Overview of Service Levels".

6.5. On-Site Service Time

This is the time during which fault clearance can effectively be performed. Service time varies according to the Service Level.

6.6. Proactive Maintenance

The aim of proactive maintenance on-site is to check the technical state of COMSOFT's equipment. Possible measures resulting thereof such as minor repairs will be executed in agreement with the **CUSTOMER**.

6.7. Response Time Network Control Centre (NOC)

With regard to the service time, the response time is considered the period of time elapsed between opening of a Trouble Ticket (TT) and sending of the first status report to the **CUSTOMER**. The status report includes the possible source of the fault and the measures initiated for clearance.

6.8. Response Time On-Site Service

With regard to the service time, response time is considered the period of time elapsed between opening of a Trouble Ticket (TT) and the arrival of the technician at the location.

6.9. Support Time Network Control Centre (NOC)

The support time is the time period during which fault clearance can effectively be performed at the Network Control Centre (NOC). It varies according to the Service Level.

6.10. Third Party

Third Parties are persons or organizations which are not contracted by COMSOFT in relation to the operation of the MEVA III VSAT Network (e.g. the satellite operator, INTELSAT, is contracted by COMSOFT and therefore not a Third Party).

7. List of Abbreviations

NOC	Network Operation Centre
NMS	Network Management System
SNMP	Simple Network Protocol
TT	Trouble Ticket
TTS	Trouble Ticket System
AS	Autonomous System
NA	Network Availability
BGP4	Border Gateway Protocol
CIR	Committed Information Rate
RTT	Round Trip Time
DNS	Domain Name Server
SLA	Service Level Agreement
E/S	Earth Station
CET	Central European Time
CFE	CUSTOMER Furnished Equipment
BER	Bit Error Rate
CTI	Committed Time Interval
SMT	Scheduled Maintenance Time
IP	Internet Protocol
SMTP	Simple Mail Transfer Protocol
ISP	Internet Service Provider
NPMM	Non Penetrating Mast Mount
OMT	Ortho Mode Transducer
UPS	Uninterruptible Power Supply
IFL	International Frequency List
RF	Radio Frequency
VSAT	Very Small Aperture Terminal
ODU	Outdoor Unit
IDU	Indoor Unit
MIR	Maximum (burst) Information Rate
VoIP	Voice Over IP

Annex 1: Service Restrictions

1. Forbidden Uses of COMSOFT's Systems, Services and Products

This chapter identifies the actions that COMSOFT considers to be abusive, and thus, strictly forbidden. In addition to the other requirements of this document, **CUSTOMER** may only use the COMSOFT's systems, services and products in a manner that, in the COMSOFT's sole judgement, is consistent with the purposes of such systems, services and products. The examples identified in the subsections below are nonexclusive and are provided, in part, for guidance purposes.

The following uses of COMSOFT's systems, services and products as described in subsections A through F are expressly prohibited:

A. Forbidden Actions: General Conduct

Transmitting on or through any of COMSOFT's systems, services, or products any material that is, in COMSOFT's sole discretion, unlawful, obscene, threatening, abusive, libellous, or hateful, or encourages conduct that may constitute a criminal offence, may give rise to civil liability, or otherwise may violate any local, state, national or international law.

- Transmission, distribution or storage of any information, data or material in violation of (**CUSTOMER**) state, telecommunications regulations or law, or by the common law.
- Violations of the rights of any person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations.
- Actions that restrict or inhibit any person, whether a **CUSTOMER** of the COMSOFT or otherwise, in its use or enjoyment of any of the COMSOFT's systems, services or products.
- Resale of COMSOFT's services and products, without the prior written consent of COMSOFT.
- Deceptive on-line marketing practices.

Furnishing false data on the signup form, contract, or online application, including fraudulent use of credit card numbers (such conduct is ground for immediate termination and may subject the offender to civil or criminal liability).

B. Forbidden Actions: File Transfer

By law, you may not upload any commercial software, any software that is subject to distribution limits, or any kind of material you don't have the right to share with other people. Likewise, you may not download any software or material you do not have the right or license to use, such as commercial software from other Internet users. You may not upload anything, such as certain cryptographic applications, that will violate local or state law. If, upon reasonable suspicion and after reasonable investigation, COMSOFT finds a violation of this provision, COMSOFT and the **CUSTOMER** reserve the right to notify appropriate state authorities.

Your COMSOFT account entitles you to e-mail storage space of up to 3 megabytes. If additional storage space is required up to 12 megabytes (issued in 3 Meg blocks) COMSOFT will charge for additional disk usage.

C. Forbidden Actions: System and Network Security

Attempting to circumvent user authentication or security of any host network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the **CUSTOMER**, logging into a server or account the **CUSTOMER** is not expressly authorized to access, or probing the security of other networks (such as running a SATAN scan or similar tool).

Effecting security breaches or disruptions of Internet communications, security breaches include, but are not limited to, accessing data of which **CUSTOMER** is not an intended recipient or logging onto a server or account that **CUSTOMER** is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, and attempts to "crash" a host.

Using any program/script/command, or sending messages of any kind, designed to interfere with a user's terminal session, by any means, locally or by the Internet.

Executing any form of network monitoring which will intercept data not intended for **CUSTOMER**.

D. Forbidden Actions: E-Mail

Harassment, whether through language, frequency, or size of messages, is prohibited.

Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail spam"). **CUSTOMERS** are explicitly prohibited from sending unsolicited bulk mail messages. This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. If a recipient asks to stop receiving email, the **CUSTOMER** must not send that person any further e-mail.

Creating or forwarding "chain letters" or other "pyramid schemes" of any type, whether or not the recipient wishes to receive such mailings.

Malicious e-mail, including, but not limited to, "mail bombing" (flooding a user or site with very large or numerous pieces of e-mail).

Unauthorized use, or forging, or mail header information.

Using a COMSOFT or a customer account to collect replies to messages sent from another provider.

Use of unsolicited e-mail originating from the COMSOFT network or networks of other Internet Service Providers on behalf of, or to advertise any service hosted by COMSOFT, or connected via the COMSOFT network.

Wilful failure to secure open SMTP ports so as to prevent the unauthorized use of customer resources for the purposes of sending unsolicited e-mail by a third party.

E. Forbidden Actions: Usenet Newsgroups

Posting the same or similar messages to large numbers of Usenet newsgroup ("Newsgroup spams or USENET spam").

Posting chain letters of any type.

Posting encoded binary files to newsgroups not specifically named for that purpose.

Cancellation or superseding of posts other than your own, with the exception of official newsgroup moderators performing their duties.

Forging of header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

Solicitations of mail for any other e-mail address other than that of the poster's account or service, with intent to harass or to collect replies.

Postings that are in violation of the written charters or FAQ's for those newsgroups.

Posting of Usenet articles from the COMSOFT network or networks of other Internet Service Providers on behalf of, or to advertise any service hosted by COMSOFT, or connected via the COMSOFT network.

Failure to secure a news server so as to prevent the unauthorized use of **CUSTOMER** resources by a third party which may result in Usenet posts which violate this policy.

Advertisements posted in newsgroups whose charters/FAQ's explicitly prohibit them. The poster of an advertisement or other information is responsible for determining the etiquette of a given newsgroup, prior to posting to it.

F. Forbidden Actions: System Use Policy Individual Accounts

Utilizing multiple logins, except as allowed by the COMSOFT provided type of service. Multiple, simultaneous logins of the same account are prohibited.

Do not maintain a connection to your dial-in account when you are not actively using the Internet, and be sure to log out of the system when you are ready to end an Internet session.

In order to ensure all users equal access to COMSOFT resources at peak times, we reserve the right to terminate any

particular user session that has continued excessively. COMSOFT also reserves the right to terminate any particular user session which has idle time of 10 minutes or more. As well, we reserve the right to terminate one or all multiple connection sessions when we encounter your username logged in.

Multiple times simultaneously at one or multiple locations.

Attempting to circumvent the 'idle daemon' or time charges accounting, or attempts to run programs while not logged in by any method, are prohibited.

Our flat-rate accounts are not intended to serve as extended or full-time (24 x 7) connections to the Internet. If you find that you need a full-time (24 x 7) connection to the Internet, please contact us for information on our dedicated access services. As a rule of thumb, we request that you limit your on-line sessions to two (2) hours each. We do not mind if you log on several times a day, but please take a break from time to time to allow others the opportunity to get on-line. Unless you are paying for a dedicated connection, you should not expect to be able to stay logged on indefinitely.

Consuming excessive resources, including CPU time, memory, disk space, and session time. The use of resource-intensive programs which negatively impact other system users or the performance of COMSOFT systems or networks is prohibited, and COMSOFT staff may take action to limit or terminate such programs.

A COMSOFT Personal Page is just that a *personal* page. As such, commercial materials or content promoting a business is inappropriate for display on COMSOFT Personal Pages. COMSOFT does offer, as a separate service, affordable, commercial Web hosting solutions for your small business.

Sharing of passwords or accounts with others.

Sexually explicit and patently offensive content; materials that otherwise violate state or local law; and materials and content that threaten the security or utility of the COMSOFT network, are strictly forbidden in any COMSOFT Web service to which you subscribe-personal or commercial.

The services you purchase from COMSOFT are not transferable. You may not resell or share your COMSOFT account services.



COMSOFT

COMSOFT
SatelliteServices

VSAT-MEVA III

Framework Agreement

V1.1/16.05.2014

CFT Ref.:	Sealed Tender ST-22501390
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COMSOFT GmbH

Wachhausstrasse 5a

76227 Karlsruhe

Phone +49 721 9497 - 0

Fax +49 721 9497 - 129

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1 Framework Agreement

This Framework Agreement is made between

COMSOFT GmbH, having its headquarters in Wachhausstr. 5a, 76227 Karlsruhe, Germany

and

CUSTOMER

2 Services Agreement

- (1) Entered into as of this ___ day of _____, 2014, (the "Effective Date"), by and between COMSOFT GmbH, a German corporation with registered offices at Wachhausstr. 5a, D-76227 Karlsruhe Germany ("COMSOFT"), and _____, a _____ corporation with its principal place of business at _____ (the "Customer").
- (2) **WHEREAS** COMSOFT is a provider of satellite equipment and services, and desires to provide such equipment and services to Customer; and
- (3) **WHEREAS** Customer desires to purchase from COMSOFT such services including the provision of satellite equipment, subject to the terms and conditions of this Agreement and attached Service Level Agreement (the "Terms and Conditions");
- (4) **NOW THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows.

3 Contents of Agreement and Definitions

- (1) This Agreement consists of: (a) the General Conditions, and (b) the following Exhibits which are an integral part of this Agreement and are hereby incorporated by reference and made a part hereof.
 - i) Exhibit A Services and Prices
 - ii) Exhibit B Software License
 - iii) Exhibit C Warranty
 - iv) Exhibit D General Terms & Conditions
- (2) In case of any conflict between the Exhibits and the General Conditions, the General Conditions shall take precedence and prevail over the Exhibits to the extent of any such conflict. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Exhibits.

4 Definitions

- (1) In this Agreement the following terms are used:
- i) “Charges” means payments made by Customer to COMSOFT for services rendered pursuant to this Agreement, as described in Chapter 9 and itemized in Exhibit A.
 - ii) “Indoor Unit” means the part of the VSAT Product that is installed inside a building or other structure.
 - iii) “Installation Services” means the installation services described in Annex Service Level Agreement (SLA).
 - iv) “Minimum Site Installation Period” means the period during which the Minimum Site Quantity must be installed as defined in Exhibit A.
 - v) “Minimum Site Quantity” means **XX** Sites.
 - vi) “Minimum Site Service Term” means sixty (60) months from the date of a Site Installation and Network Acceptance Test (NAT).
 - vii) “Optional Services” means the optional services generally described in Exhibit A.
 - viii) “Satellite” means the satellite selected by COMSOFT to provide the space segment capacity to the Customer in connection with COMSOFT’s provision of Space Segment Services.
 - ix) “Satellite Operator” means the company that operates the Satellite.
 - x) “Services” means the “Installation Services”, the “Standard Services” and the “Space Segment Services.”
 - xi) “Site” means a remote location where VSAT Products will be or are installed.
 - xii) “Site Installation” means the installation and commissioning of a VSAT Product, as described in Annex Service Level Agreement (SLA).
 - xiii) “Space Segment Services” means the provision of access to space segment capacity on the Satellite for utilization of the VSAT Products and monitoring of the satellite links between the VSAT Products and the central data processing center (the “Main Center”).
 - xiv) “Standard Services” means the network implementation and operation and maintenance services more fully described in Annex Service Level Agreement (SLA).
 - xv) “VSAT Equipment” means the VSAT electronic equipment and VSAT spares, VSAT antennas and mounts and cables which shall be provided by COMSOFT under this Agreement.
 - xvi) “Software” means the object code version of instructions to be provided by COMSOFT and loaded separately in the VSAT Equipment which is necessary

for the control, operation and/or performance of the VSAT Equipment. Use of the Software is subject to the Software License set forth in Exhibit B.

xvii) “VSAT Product” means the VSAT Equipment and the Software.

- (2) Pursuant to the terms of this Agreement, COMSOFT will (i) provide Installation Services and Standard Services; and (ii) provide Space Segment Services, which will enable two-way data transmissions between the Main Center and the Sites. All obligations under this Agreement shall be performed by and between COMSOFT and Customer. This Agreement does not create any rights in end-users or in any other third party not a signatory hereto.
- (3) Pursuant to the terms of this Agreement, Customer will make the payments set forth in Exhibit A and otherwise comply with the terms of this Agreement.

5 Term

- (1) This term of this Agreement (the “Term”) shall begin on the Effective Date and shall terminate on the last day of the Minimum Site Service Term (60 Months) for the last Site installed hereunder (the “Termination Date”). The Termination Date shall not be later than five (5) years from the Effective Date, unless otherwise extended by the parties in accordance with (3) of this Chapter.
- (2) COMSOFT shall provide the Services for each installed Site hereunder for the Minimum Site Service Term. Service at each Site shall automatically continue after the Minimum Site Service Term until the Termination Date, unless otherwise terminated in accordance with the terms of this Agreement. The Customer shall have the right to terminate service at Sites having completed the Minimum Site Service Term.
- (3) The Term may be extended for additional twenty four (24) month periods after the Termination Date (“Renewal Terms”), provided that the parties agree in writing to any new or modified terms and conditions for the Services for such Renewal Terms within ninety (90) days prior to the termination of the preceding term.

6 Orders

- (1) Initial Order

Installation of the Minimum Site Quantity shall be deemed ordered by the Customer as of the Effective Date and will be installed within the Minimum Site Installation Period or such shorter time period as mutually agreed to by the parties.

- (2) Additional Orders

The Customer may place orders for additional Sites beyond the Minimum Site Quantity provided that installation of such Sites will be complete prior to the second

anniversary of the Effective Date. Throughout the Term and with respect to the Customer's network, the Customer may order Optional Services according to the terms set forth in this Agreement.

(3) Out of Scope Services

If Customer desires COMSOFT's assistance for such tasks as adding new applications to the network, network analysis, system optimization, among other things, Customer may make such request by providing details of the request in writing to the COMSOFT Program Manager. If COMSOFT accepts Customer's request, COMSOFT will respond with a fixed-price quotation for performing the requested tasks along with an estimate of the time needed to perform the tasks. If Customer accepts COMSOFT's price and estimate, COMSOFT will proceed with the tasks.

7 Interruptions/Outage Units for Space Segment Services

(1) Interruption/Outage Unit

The term "Interruption" means any period during which the provided Services fail to meet or exceed a BER of 10^{-7} based upon an average annual network availability of **99.9%** and cannot be used by Customer as contemplated in this Agreement. An "Outage Unit" is described in the attached SLA Service Level "Gold Plus". In the case of Interruptions during the term of this Agreement, Customer's sole and exclusive remedy shall be the award of credits by COMSOFT for Outage Units in accordance with this Chapter 7. Customer shall have no other remedy against COMSOFT with respect to any such Interruptions. Any credit will be pro-rated for multiple affected Sites.

(2) Interruptions Not Constituting Outage Units

No credit will be granted for Interruptions that result from or are attributable in whole or in part to: (i) the fault of Customer or any third party; (ii) the failure or unavailability of the Satellite; (iii) the failure of satellite transponders, facilities, services or equipment furnished to Customer by any other entity; (iv) sun outages or rain fade; (v) suspensions of Services made in accordance with this Agreement, unless the applicable provision of this Agreement provides otherwise; (vi) COMSOFT's performance of preventative or other general maintenance regarding the provided Services; or (vii) any cause for which COMSOFT is otherwise not responsible as provided in Chapter 17.

Customer agrees to use its best efforts to prevent actions or instrumentalities within Customer's control from causing Interruptions, including those caused by power outages and voltage oscillations at the Sites. If Customer does not satisfy this obligation, any Interruptions shall be deemed to be the fault of the Customer and

Customer shall have the burden to demonstrate that the Interruption was not caused by the Customer, or actions or instrumentalities within Customer's control. Customer shall be relieved of this burden if COMSOFT determines that COMSOFT was responsible for the Interruption.

8 Customer Acknowledgements regarding Service Provisioning

- (1) Customer acknowledges that in order to provide Services, COMSOFT has contracted with the Satellite Operator for protected, non-pre-emptible space segment capacity. Customer further acknowledges that COMSOFT will only provide uninterruptable, continuous access to satellite space segment capacity to Customer pursuant to this Agreement to the extent COMSOFT receives such service from the Satellite Operator.
- (2) Customer acknowledges and agrees that the provision of Services shall be subject to all applicable laws, regulations, requirements and conditions of the Satellite Operator.
- (3) The Customer acknowledges and agrees that COMSOFT shall have the right to replace Customer's existing VSAT Equipment with upgraded VSAT Equipment provided that COMSOFT's commitments under this Agreement will continue to apply with respect to such replaced VSAT Equipment and that Customer agrees to provide reasonable assistance in such event.

9 Charges and Payments

(1) Charges

The Charges are set forth in Exhibit A. All payments made under this Agreement shall be in US-Dollar (USD). Invoicing for Services at each Site shall commence once the Site is available for transmission service and shall continue for the Minimum Site Service Term.

All payments to COMSOFT shall be made to the following bank account:

Recipient: COMSOFT GmbH

Deutsche Bank AG Karlsruhe

Account No. 1005 255

Area Code 660 700 04

BIC / SWIFT Code: DEUT DE SM 660

IBAN No. DE77 6607 0004 0100 5255 00

(2) Billing for Recurring Services

COMSOFT will bill the Customer for Monthly-Recurring Charges (MRC) one (1) month in advance of the month that Services will be provided to Customer by COMSOFT. Payment shall be due and payable on the last day of the billing calendar month (e.g., September 1 billing for October's service is due and payable on September 30.) Objections must be raised by the Customer in writing within this period. After this period, all service level and invoice related specific customer data will be deleted.

(3) Partial Months

Monthly Charges during months where Services are provided for less than a full month shall be prorated on a thirty (30) day month basis.

(4) Other Billing

All Non-Recurring Charges (NRC) shall be paid by 50% in advance and 50% at the date after successful execution. COMSOFT shall invoice the Customer for VSAT installation and equipment (if separate installation price applies) upon delivery. Taxes, late payment charges, and other charges (other than those imposed due to COMSOFT's negligence) will be invoiced following their accrual.

(5) Late Payments

In the event any fees or charges are not paid in full by the Customer when due, then COMSOFT shall provide the Customer with written notice of such non-payment. If the Customer fails to cure such non-payment within ten (10) days after the date of such notice, then COMSOFT, in addition to and not in lieu of its rights under Chapter 16 (Termination and Suspension of Service) below, reserves the right to charge the Customer a late payment charge calculated on the past due balance at the rate of the higher of eight percent (8.0%) interest per month or the monthly interest rate for late payments currently in force in the jurisdiction of Germany for each month or part thereof from the date the payment was due. This late payment charge will not be imposed on the portion of an invoice which may reasonably be under dispute by the Customer, provided that the Customer has paid the undisputed portion in full and has provided COMSOFT with a written explanation of the disputed amount within 15 days of receipt of COMSOFT's invoice.

Price Validity

(6) The Charges in Exhibit A are fixed for the given contract durations.

10 Taxes and Fees

(1) Unless otherwise agreed in writing by the parties, the prices set forth in Exhibit A exclude all present and future taxes, duties, or fees of any nature, including, but not

limited to federal, country, or local sales or use taxes, fees, excise, property or gross receipts taxes or fees, telecommunication taxes, license, access, or universal service fees, or other taxes or duties which may now or hereafter be levied on the Services provided or on payments made under this Agreement. Any such taxes, fees, or duties, however denominated, which may now or hereafter be levied on the Services provided, the installation of VSAT Equipment, or payments made under this Agreement, excluding taxes based on COMSOFT's net income, shall be paid by the Customer. If at any time COMSOFT is required to pay or pays any of these taxes, fees, or duties, the Customer shall promptly reimburse COMSOFT for such payments including applicable penalties and interest, if any. COMSOFT agrees to provide reasonable documentation supporting any such charges.

11 Assignment

- (1) Either party may assign its rights and obligations hereunder to: (i) its parent corporation or an affiliated corporation owned by a common parent in connection with any corporate restructuring, and (ii) a third party entity in connection with the transfer of all or substantially all of the assigning party's assets to such entity only upon receiving the prior written consent of the other party, which consent may be reasonably conditioned, but will not be unreasonably withheld.
- (2) The parties agree that no assignments will be made unless the assignee agrees in a writing signed by assignee's duly authorized representative to accept in full the responsibilities and obligations of the assigning party.

12 Responsibilities of the Parties

(1) Compliance and Approvals

Each party shall comply with all applicable governmental laws, rules and regulations. The parties' responsibilities in connection with the installation of the VSAT Products, including obtaining local permits, landlord consents or other waivers or consents are set forth in Annex Service Level Agreement (SLA) under the heading "Standard Installation". Customer's obligations under this Agreement are not conditioned upon the Customer's receipt of such authorizations or approvals.

(2) Backhaul (if applicable)

Customer shall be responsible to obtain, maintain, and pay for all terrestrial communications services and termination equipment required under Customer's network design ("Backhaul"). Other than providing general technical information regarding the Customer network's Backhaul requirements, COMSOFT shall have no obligations or responsibilities in connection with the provision of Backhaul.

(3) Insurance

Each party, at its own expense, will obtain and/or maintain insurance to cover risks associated with their respective business activities detailed herein.

(4) Title and Risk of Loss

i) Title

Title to the VSAT Equipment installed or provided by COMSOFT under this Agreement shall remain with COMSOFT. Customer shall not move the VSAT Equipment, nor permit the VSAT Equipment to be moved, modify the VSAT Equipment nor permit the VSAT Equipment to be modified, and Customer shall not permit any liens or encumbrances to be placed upon the VSAT Equipment. COMSOFT shall have the right and authority acting in its own name or the name of Customer to complete and file such documents as it deems necessary to protect its security interest in or ownership of the VSAT Equipment or other equipment and Customer shall fully cooperate with and support all such filings by COMSOFT.

ii) Risk of Loss

Risk of loss or damage for VSAT Equipment shall pass to Customer upon installation of the VSAT Equipment (which installation is deemed to be complete upon successful connection between the Site and the Main Center). Customer shall insure all COMSOFT-owned equipment located at a Site and/or on Customer's premises against risk of loss or damage due to any cause other than normal wear and tear, and shall name COMSOFT as a loss payee to the extent of its losses. Proof of such insurance by a carrier acceptable to COMSOFT shall be made available to COMSOFT by Customer upon request by COMSOFT. Customer shall notify COMSOFT of any material change in such insurance coverage or insurance carrier.

(5) Removal of Equipment

Upon expiration or termination of this Agreement or termination of service at a Site, COMSOFT may elect to remove all or portions of COMSOFT-owned equipment that was used to provide services hereunder, and Customer shall facilitate COMSOFT's entry into all applicable premises to permit COMSOFT to remove any such equipment. COMSOFT may, upon written notice to Customer, abandon any COMSOFT-owned equipment in place. If Customer wants COMSOFT to remove any equipment (antennas, mounts, etc.) that COMSOFT has elected to abandon in place, COMSOFT will do so on a time and materials basis. COMSOFT shall be responsible for any damage to Customer's property to the extent it is caused by the willful or negligent acts of COMSOFT or its subcontractors while removing any equipment from Customer's premises. Title to abandoned equipment will pass to Customer. Customer agrees to follow COMSOFT's instructions regarding the

removal or disabling of any COMSOFT Software contained in equipment that is abandoned in place.

(6) Customer's Organizational Responsibilities

- i) The Customer shall name contacts for the coordination of all project relevant items like installation and configuration.
- ii) In case of failure the Customer shall provide a contact able as the case may be to provide support in form of simple actions for fault clearance upon instructions to be provided by COMSOFT's Network Control Centre or its auxiliaries.
- iii) Changes inside the customer location, equipment, software, contact persons or environment should be reported in advance to COMSOFT in case that one of these changes may have influence on the service provided by COMSOFT.
- iv) The Customer shall make sure that the hardware provided by COMSOFT is protected against the influence of meddlers and theft.
- v) The Customer shall bear custom duties as well as administrative costs for custom clearance for all components.
- vi) The Customer shall take care of application for the required construction permit for the erection of the satellite antenna.

13 Intellectual Property

(1) The Customer acknowledges and agrees that:

- i) All intellectual property rights subsisting in or related to the provision of the Services, including but not limited to patents and other know-how, copyright and trademark, both registered and unregistered, owned and/or otherwise used by COMSOFT and all goodwill related thereto (collectively the "IP Rights") are and shall remain at all times the exclusive property of COMSOFT or, as the case may be, its vendors, licensors and/or subcontractors, and may not be exploited, reproduced or used by the Customer except as expressly permitted in this Agreement: and
- ii) The Customer shall not have or acquire any right, title or interest in or otherwise become entitled to any IP Rights by taking delivery of, making payment for, distributing and/or selling or otherwise using the Services. The Customer shall take all reasonable measures to ensure that all COMSOFT's IP Rights are not misused or misappropriated.

14 Intellectual Property Indemnity

- (1) COMSOFT shall, at its sole expense, defend, indemnify, and hold the Customer harmless from and against all costs and liabilities in connection with any claim, suit or action for infringement of patents, copyrights, trademarks or other proprietary rights associated with any Services provided under this Agreement. The Customer agrees to immediately notify COMSOFT of any such action, and agrees to provide information, cooperation, and support necessary to COMSOFT's defense or settlement of the claim. Customer agrees that COMSOFT has sole authority to assume the defense thereof and/or the settlement of any such claim. The Customer shall have the right to be represented in any suit or action by advisory council of the Customer's selection and at the Customer's expense.
- (2) Should the Services provided or to be provided under this Agreement become, or in COMSOFT's opinion be likely to become, the subject of a claim of infringement of any copyright, patent or trade secret, COMSOFT may exercise any of the following options at its sole option and expense:
 - i) Procure for the Customer the right to continue using the Services;
 - ii) Replace the same with non-infringing Services;
and/or
 - iii) Modify the same so as to be non-infringing.
- (3) If COMSOFT is unable to accomplish options (i) and/or (ii) and/or (iii), COMSOFT may terminate the Agreement, with no further obligations on the part of either party as of the effective date of termination except for each party's obligation to settle all obligations owed to the other party up to the effective date of termination.
- (4) The Customer further agrees that it will indemnify COMSOFT on the same terms as COMSOFT is obligated to indemnify the Customer pursuant to Section (i) of this Chapter above, should any claim of infringement be made against COMSOFT because of the Customer's particular design requirements or instructions or the Customer's use of the Services in combination with other apparatus or software not supplied by COMSOFT under this Agreement.

15 Indemnity/Limitation of Liability

- (1) The Customer shall defend, indemnify and save COMSOFT harmless from and against injuries, loss or damage to COMSOFT's employees or property or to the person or property of third parties to the extent they are caused by the willful or negligent acts or omissions of the Customer (and all risk of loss and damage to the property caused by anyone other than COMSOFT and its subcontractors while the property is in the Customer's control or custody), and from and against any and all claims, expenses, or losses (including reasonable attorneys' fees and expenses)

arising out of or in connection with the application or content of the Customer's transmissions through the provided transmission Services.

- (2) COMSOFT shall defend, indemnify and save the Customer harmless from and against injuries, loss or damage to the Customer's employees or property or to the person or property of third parties to the extent they are caused by the willful or negligent acts or omissions of COMSOFT or that of its subcontractors, agents, or representatives while performing its duties at the Customer's Site.
- (3) Except for the obligation to defend, indemnify and hold harmless provided in (2) above, and the remedies for Interruptions under Chapter 7, COMSOFT's total liability under this Agreement shall in no case exceed the Charges paid to it by the Customer during the six months immediately preceding the cause of action. The Customer has accepted this limitation of liability for Services provided hereunder and understands that the prices charged by COMSOFT to the Customer for the Services would be higher if COMSOFT were requested to bear additional liability for damages.
- (4) It is understood and agreed by the Customer that under this Agreement, COMSOFT is providing the Services for purposes determined by the Customer. The Customer recognizes that COMSOFT does not control the manner in which the Customer uses the Services, the access by the Customer's personnel to data or other content transmitted over COMSOFT's network, or the content of the communications that the Customer transmits and receives over COMSOFT's network. The Customer therefore agrees to defend, indemnify and hold COMSOFT, and its officers, directors, and employees harmless from and against any and all claims for direct damages, expenses, and losses (including reasonable attorney's fees) to the extent arising out of or in connection with (a) the Customer's use of the COMSOFT's network; (b) the content of the communications that the Customer or its authorized personnel transmit over the COMSOFT's network; or (c) the Customer's performance or nonperformance in connection with this Agreement.
- (5) COMSOFT shall not be subject to any liability whatsoever in any case where COMSOFT is unable to provide the Services under this Agreement due to delays or refusals by relevant governmental authorities to issue necessary approvals or licenses.
- (6) Under no circumstances shall either COMSOFT or the Customer be liable for incidental, indirect, special or consequential damages (however arising), including, but not limited to, loss of profit, loss of use, loss of revenues or damages to business or reputation arising from the performance or non-performance of any aspect of this Agreement whether or not COMSOFT or the Customer shall have been made aware of the possibility of such loss. The foregoing notwithstanding, in the case of death or injury to any person or damage to tangible personal property of third parties, this chapter shall not be applicable to any direct damages arising from such death, personal injury, or property damage. This chapter shall apply to all other liability, losses or claims under this Agreement, however arising.

- (7) Except as stated herein, COMSOFT provides no warranties, express, implied or statutory, including but not limited to, any implied warranties of Merchantability or fitness for a particular purpose respecting services performed under this Agreement.

16 Termination and Suspension of Service

(1) Termination for Breach

- i) Either party may terminate this Agreement in the event of material breach by the other party if such breach continues for a period of sixty (60) days after written notice of intention to terminate describing the breach is given by the non-breaching party and such event of breach is not remedied within the stated period. Notwithstanding the foregoing, COMSOFT may, on thirty (30) days' written notice, suspend or terminate this Agreement due to the Customer's non-payment of Charges due.
- ii) Upon termination for material breach by either party, the Customer shall cease utilizing the Service and shall remit to COMSOFT upon receipt of a final invoice all amounts accrued or due to COMSOFT up to and including the termination date. The Customer hereby consents to the jurisdiction of any court or administrative agency having subject matter jurisdiction in which COMSOFT may elect to bring an injunctive action to require the Customer to cease using the Services at any or all Sites, as applicable, if the Customer fails or refuses to do so after receipt of notice pursuant to this Section.
- iii) If termination is due to the Customer's breach of this Agreement, then subject to and in addition to applicable amounts payable under Section 15 (4) the Customer shall, pay all applicable amounts due for the remaining term due for the Installation Services and Standard Services in accordance with this Agreement as liquidated damages ("Liquidated Damages") for such services. In addition, Customer shall reimburse COMSOFT for all de-installation costs. COMSOFT and the Customer agree that damages to COMSOFT resulting from a termination hereunder are not readily determinable either at the time of signing of this Agreement or at the time of its termination and that the amount of the Liquidated Damages is both necessary and reasonable and is not a penalty. Either party may pursue any other remedies existing at law or in equity to the extent consistent with this Agreement and applicable law. Either party may bring legal action for the violation or breach of this Agreement, and the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in enforcing obligations as stated herein.

(2) Termination Due to Interruption or Unavailability

- i) Either Party may terminate this Agreement upon thirty (30) days prior written notice of intent to terminate if an Interruption (as defined in Chapter 8 (1)) continues for thirty (30) consecutive days and the sole cause of the Interruption is a Force Majeure event as provided in Chapter 17. This right to

terminate shall expire if not exercised within thirty (30) days from the date on which the right to terminate first arose.

ii) Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party if for any consecutive twelve (12) month period the Service fails to achieve the average annual availability of 99.9%. This right to terminate shall expire if not exercised within thirty (30) days after the end of the applicable twelve (12) month period. For purposes of this Agreement, availability is defined as follows:

iii) **Availability** = (100%) minus (Unavailability)

iv) **Unavailability** = (total minutes of Outage Units for a consecutive 12 month period) divided by (525,600) multiplied by (100%)

(3) Effects of Termination

i) Upon termination of this Agreement, the following Chapters of this Agreement shall survive 8; 9 (10); 13; 18; 15; 16; and 19.

ii) Effects of Termination on Space Segment Services

The parties acknowledge and agree that the Space Segment Services provided by COMSOFT to the Customer pursuant to this Agreement are not readily re-assign able by COMSOFT to any third party other than Customer in the event Customer ceases taking the Space Segment hereunder.

If Customer elects to cease taking the Space Segment Services under this Agreement for reasons other than those specified in Chapter 16 (2) or COMSOFT's material breach of this Agreement as determined by a court of competent jurisdiction, the Space Segment Services shall terminate on thirty (30) days prior written notice to that effect, provided, however, that Customer shall pay COMSOFT (a) the balance of all payments due to COMSOFT for the provision of Space Segment Services up to and including the date of termination; and (b) the full monthly service charges under this Agreement following the termination Space Segment Service until the end of the relevant Term in accordance with Chapter 5.

Upon termination pursuant to Chapter 16 (1), COMSOFT shall use reasonable efforts to sell the Space Segment Services to another customer (the "Other Customer") at service charges comparable to the Space Segment Charges specified in this Agreement. If COMSOFT is able to sell all or part of the Space Segment Services to one or more Other Customers, Customer shall pay COMSOFT, on a monthly basis, any shortfall between the Space Segment Service Charges called for by this Agreement and any lower service charges payable by the Other Customer, beginning from the date of Customer's cessation of Space Segment Services until the end of the relevant

Term of the Agreement. Customer shall also promptly reimburse COMSOFT for all out-of-pocket expenses reasonably incurred by COMSOFT in selling the Space Segment Services to the Other Customer(s).

In the event of termination of this Agreement due to Force Majeure, Customer shall pay COMSOFT the balance of all charges and payments due to COMSOFT up to the date of termination.

17 Force Majeure

- (1) Except for the failure to make payments when due, neither party will be liable for any loss or damage resulting from delay or failure to perform any of its contractual obligations as a result of causes reasonably beyond its control ("Force Majeure"). Force Majeure may include, by way of example but not limitation, acts of God, the public enemy, acts of government, or any department or agency thereof, as well as fire, flood, earthquakes, epidemics, quarantines, riots, wars, civil insurrections, freight embargoes, labor disputes, and unusually severe weather, loss or failure of the satellite supporting the Space Segment, permanent unavailability of Space Segment, lack of adequate satellite capacity, complete or partial breakdown or interruption of transmission capacity on the satellite supporting the Space Segment, any blocking of any Sites, and interference from sun outages or rain fade.
- (2) In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure and the date of performance shall be extended for a period of time equal to the impact of the delay on the schedule. When a Force Majeure occurs, the affected party will immediately notify the other party in writing of the existence of the Force Majeure and will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than forty five (45) days, the party injured by the inability of the other to perform shall have the right, upon written notice to the other party, to terminate this Agreement.
- (3) The above is without prejudice to the rights already accrued to the parties as the result of their performance or failure to perform, either in whole or in part pursuant to their obligations under the Agreement, prior to the occurrence of events of Force Majeure. All amounts due and receivable prior to the occurrence of the Force Majeure will remain due and receivable despite the Force Majeure.

18 Confidentiality and Proprietary Rights

- (1) Confidential Information
 - i) From time to time, each party may make available to the other party information of a confidential and/or proprietary nature including, but not limited to, technical and commercial information, in a written form or orally. All confidential and/or proprietary information transmitted by one party to the other shall be treated by the receiving party with the same care as such receiving party would exercise in the handling of its own confidential and/or proprietary information, but not less than reasonable care. Such receiving party shall not disclose such confidential and/or proprietary information to

any person, including its affiliates, employees, consultants and/or contractors unless it receives the prior written consent of the disclosing party and subject to such terms and conditions as the disclosing party specifies. Upon termination or cancellation of this Agreement for any reason, all such confidential and/or proprietary information of the disclosing party shall be immediately returned to the disclosing party (and any copies thereof) and the limitations and undertakings specified in this Article shall remain in effect from the date of termination or expiration of this Agreement.

- ii) Confidential information shall not include information (i) which is or becomes public knowledge through no fault of the receiving party; (ii) which is known to the receiving party at the time of disclosure, or is independently developed by the receiving party, as evidenced by the receiving party's written records; or (iii) which is disclosed to the receiving party on a non-confidential basis by a third party having no obligation of secrecy to the disclosing party.

19 Choice of Law / Forum

- (1) The Agreement shall be governed solely and exclusively by the laws of Germany without reference to the conflict of law rules thereof, and excluding the United Nations Convention for the International Sale of Goods. The courts in Germany shall have exclusive jurisdiction.

20 Miscellaneous Provisions

- (1) Publicity

COMSOFT may identify Customer as a user of COMSOFT's services in advertisements and other promotional literature as well as a general description of the services provided. It is further agreed that Customer may identify to its customers that COMSOFT is the provider of the Services to Customer as well as a general description of the services provided. Neither party shall otherwise use the name of the other party in any advertising, publicity, promotional literature, brochures, sales aids or marketing tools without the prior written consent of that party.

- (2) Severability

If any one or more of the terms of this Agreement shall for any reason be held to be invalid or unenforceable, such term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law. Any determination of the invalidity or unenforceability of any provision of the Agreement shall not affect the remaining provisions hereof unless the business purpose of this Agreement is substantially frustrated thereby.

- (3) No Waiver

No delay or failure to exercise any right, power, or remedy accruing to either party upon breach or default under this Agreement shall be deemed a waiver of any prior or subsequent breach or default of this Agreement, nor affect the validity of any provision of this Agreement.

(4) Relationship of the Parties

This Agreement is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership, agency or formal business organization of any kind. COMSOFT and the Customer shall be independent contractors with each other for all purposes at all times and neither party shall act as or hold itself out as agent for the other unless so designated in a separate writing signed by the principal, nor shall either party create or attempt to create liabilities for the other party.

(5) Notices

All notices and requests required or authorized hereunder, shall, except where specifically provided otherwise, be given either in writing by personal delivery or sent by registered mail, addressed to the party intended at its address set forth in the caption, or by cable or facsimile. Notice shall be effective as of the date of delivery in the case of personal delivery or the date of the cable or facsimile transmission, or ten (10) days from the date upon which it is deposited for registered mail delivery addressed to the party intended at its address set forth in the caption

(6) Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(7) Integration

This Agreement (with the Exhibits referred to herein) sets forth the entire agreement between the parties on the subject hereof and supersedes any previous oral or written agreement, understanding, memorandum, letter of intent or representation on the subject matter hereof. This Agreement may be amended only by a writing signed by the duly empowered representatives of the parties.

(8) Binding Effect

This Agreement shall be binding on the parties and their respective Affiliates, Subsidiaries and successors.

(9) Restrictions of Use

The Customer hereby certifies that the equipment, software and/or technology to be delivered to Customer according to this contract, will not be used and are not intended, in its entirety or in part, for use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles, and will not be re-exported, transferred, or diverted to any person or country in violation of any applicable Export and Re-Export laws and regulations of the United States of America, the EU member states or any other relevant jurisdiction, including but not limited to the US Commerce Department Export Administration Regulations and the US Treasury Department Office of Foreign Assets Control Regulations.

(10) Language

This Agreement and all related documents annexes will be made in the English language.

(11) Transport

Unless otherwise agreed, the risk including in the event of delivery with prepaid freight passes to the Customer upon delivery to the first transport person. This also applies if the Customer refuses to accept delivery.

(12) Technical Support by the Network Control Center (NOC)

For inquiries relating to operating issues and potential adjustments necessary to ensure proper operation, e.g. adjustments resulting from performance bottlenecks and changes in configuration the Customer additionally has at his disposal the experts of the Network Control Center during office hours.

Under normal circumstances, requests for adjustments notified to the NOC before 12:00 a.m. CET/CEST can be executed on the same day.

Those requests shall be closed and considered as completed only after confirmation by the Customer.

The above quotation does not include technical support from COMSOFT for specific works on Customer furnished equipment or any other non-standard work. This has to be ordered separately.

i) Pricing for technician working hours*:

1) during standard**) working hours: USD 135,00 / hour

2) during off standard**) working hours: USD 185,00 / hour

*) remarks: These working hours do only include tasks, if specific work or maintenance for the Customer hardware is required and ordered in writing by the Customer with a minimum charge of 1 (one) hour.

**) Standard working hours are from Monday, 09:00 AM, through Friday, 06:00 PM, except for German public holidays. All other times are "off standard" working hours.

In the case of a scenario as "reasonable commercial effort basis", the daily rate for an additional on-site visit is USD 1.250,00 (excluding travel and accommodation of the COMSOFT's technician).

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly empowered representatives on the Effective Date.

COMSOFT GmbH

CUSTOMER

By: _____
[signature]

By: _____
[signature]

Name: _____
[print name of signatory]

Name: _____
[print name of signatory]

21 Exhibit A: Services and Prices

Services

Network Information

Minimum Site Quantity: _____

Minimum Site Installation Period: Commencing within 45 days of the Effective Date and ending ___ months from the Effective Date.

Minimum Site Service Term: ___ months from Site Installation

Location of Site: _____

Service Lines: _____ (FXS)

_____ (VHF - PTT)

_____ (Serial)

_____ (IP)

Maintenance Option selected: GOLD Plus

Site Bandwidth: Inbound: _____ (kbps)

Service Demarcation Points:

At VSAT: Serial, Voice or LAN Port of the Indoor Unit

Performance Specifications / Network Availability Commitment: **99.9%**

Prices

(1) STANDARD SERVICE AND EQUIPMENT PROVISION

Insert Pricing Table (has to be defined by each Customer and COMSOFT)

(2) OPTIONAL SERVICE AND EQUIPMENT PROVISION

Insert Pricing Table (has to be defined by each Customer and COMSOFT)

22 Exhibit B: Software License and Support

- (1) "Software" means any computer program, including any modifications, updates, or additions, which may be included in or with COMSOFT provided VSAT Equipment as object code, or in executable form in any medium, and related materials such as diagrams, manuals and other documentation which are for use in the VSAT Equipment provided to the Customer under this Agreement.

- (1) By the earlier of execution of this Agreement or use of the VSAT Equipment by the Customer, COMSOFT grants to the Customer and the Customer accepts a non-exclusive license to use or have used the Software residing in COMSOFT provided VSAT Equipment, but only for the purpose of causing such VSAT Equipment to operate for the provision of transmission services from COMSOFT and not otherwise. The Customer shall not permit any third party to gain access to the Software or transfer the Software to any third party, copy or permit to have copied the Software, reverse engineer, disassemble, de-compile, or transmit the Software in any form or by any means. Violation of these restrictions shall entitle COMSOFT to terminate this Software License without liability, take possession of the VSAT Equipment and Software, and terminate this Agreement for breach. Software is and shall remain the exclusive property of COMSOFT, COMSOFT's licensors, vendors, and subcontractors. No license other than that specifically stated herein is granted to the Customer, and the Customer shall have no right under patent, trademark, copyright, trade secret or other intellectual property of COMSOFT or COMSOFT's vendors other than that granted herein.

- (2) COMSOFT's Standard Service fees include fees for Software license and maintenance for the Term. During the Term, COMSOFT will provide remedial software support services so that COMSOFT's software operates on the COMSOFT provided VSAT Equipment. For clarity, the parties understand that this software support consists of software maintenance, fixes and workarounds. Software releases or upgrades which provide new product functionality or features beyond the functionality or features already committed to under this Agreement may be offered and quoted at an additional charge to the Customer as they become available, including new features and functionality specifically requested by the Customer.

23 Exhibit C: Warranty

- (1) COMSOFT shall provide a warranty for any VSAT Equipment purchased hereunder. COMSOFT warrants that during the Warranty Period, the VSAT Equipment shall be in compliance in all material respects with the specifications and shall be free from material defects in workmanship and materials. "Warranty Period" means a period of 12 months from the date of delivery to the Customer.
- (2) Under the warranty, COMSOFT shall, at its sole option and expense, repair or replace any VSAT Equipment found to be defective during the Warranty Period and returned to COMSOFT' premises at the Customer expense. Return of the repaired or replaced VSAT Equipment to the Customer's original destination shall be at the expense of COMSOFT, unless COMSOFT determines that the VSAT Equipment is not defective within the terms of the warranty, in which event the Customer shall pay COMSOFT all costs of handling, transportation and labor at COMSOFT' then prevailing rates.
- (3) The warranties and Customer's remedies thereunder are solely for the benefit of the Customer and shall not be extended to any other person. The Customer shall be solely responsible for the selection, use, efficiency and suitability of the VSAT Equipment. This warranty shall not apply to any equipment that: (a) has had the serial number, model number or any other identification markings removed or rendered illegible; (b) has been damaged by improper operation, maintenance, misuse, accident, neglect, failure to continually provide a suitable operating environment (including necessary ventilation, electricity, protection from power surges, cooling and/or humidity), or from any other cause beyond COMSOFT' reasonable control, including force majeure, and without COMSOFT' fault or omission or negligence or the fault or negligence or omission of COMSOFT' employees, agents or other representative;(c) has been used in a manner not in accordance with the instructions supplied by COMSOFT; (d) has been subject to the opening of any sealed components without COMSOFT' prior written approval; (e) has had changes made by the Customer or the Customer's agents to the physical, mechanical, electrical, software or interconnection components of the Equipment supplied by COMSOFT without written authorization of COMSOFT to do so; or (f) has been repaired or otherwise altered by anyone not under the control of, or not having the written authorization of COMSOFT to do such repair or alteration.
- (4) Notwithstanding the warranties hereunder, COMSOFT does not warrant that the Software will be error free or uninterrupted in its use or operation.
- (5) The warranties provided in this section constitute COMSOFT' sole and exclusive liability for defective or non-conforming equipment, software and services and shall constitute the customer's sole and exclusive remedy for defective or nonconforming equipment, software and services. These warranties are in lieu of all other warranties express or implied or statutory, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, and are in lieu of all obligations or liabilities on the part of COMSOFT for damages.
- (6) The Customer may purchase an extended warranty if agreed by the Parties and subject to payment of the charges set forth in Exhibit A.

- (7) In addition, COMSOFT shall provide the Customer, upon the Customer's request, with COMSOFT' equipment maintenance services starting after the warranty period has passed. The Customer shall have the option of purchasing such services by payment to COMSOFT of a monthly fee in an amount to be agreed by the Parties.

24 Exhibit D: General Terms & Conditions

(1) Scope of Application of GTC

The General Terms and Conditions (GTC) apply for all business transactions and contracts of COMSOFT GmbH (and/or CUSTOMER), Wachhausstr. 5a, 76227 Karlsruhe (COMSOFT) with Enterprise CUSTOMERS. For Internet customers and Internet services special GTC of COMSOFT apply. Standard business conditions of the CUSTOMER or third parties do not apply even if COMSOFT does not expressly object to them and/or performs its services without objection. Deviations from the GTC must be separately agreed on in writing.

(2) Changes of GTC

COMSOFT reserves the right to amend these GTC or add supplementary terms, in particular if COMSOFT introduces new maintenance services or if statutory provisions make changes necessary. COMSOFT shall inform the CUSTOMER about amendments or supplementary terms to the GTC.

If the CUSTOMER does not agree with the changes, he has the right to object in writing within two weeks after their announcement. If the CUSTOMER does not object, his consent shall be deemed to have been granted after the expiry of the above-mentioned time period. The Service Provider shall draw attention to the effect of the failure to make an objection upon announcement of the change in the GTC.

(3) Nature and scope of the services of COMSOFT

The nature and scope of the maintenance services of COMSOFT are indicated in particular in the service contract concluded with the CUSTOMER, the Service Level Agreement and the General Site preparation & Installation Requirements.

The offers of COMSOFT are subject to change and subject to the condition that during the individually agreed contract term COMSOFT has disposal of the required space segment and of services of third parties which are listed in the offer, obtains any necessary permits, in particular those of the Federal Office of Economics and Export Control, and can comply with the German export regulations.

COMSOFT has the right to perform partial services and to have services performed by third parties as well as to transfer its rights and obligations under this contract to third parties.

COMSOFT has the right to change the satellite segment for the specific CUSTOMER if the new satellite segment fulfils the same transmission criteria and the monthly service price remains unchanged for the period of the contract.

(4) General duties and obligations of the CUSTOMER

The CUSTOMER shall provide all necessary assistance in a timely manner and at its own expense. The CUSTOMER agrees in particular

- a) to treat with care technical components provided by COMSOFT until their return, not damage them and to prevent damage by third parties;

- b) to give notice without delay of defects, damages, faults, the necessity of safety measures or the assertion of rights by third parties -including to parts -in the technical components;
- c) to inform COMSOFT of the requirement of maintenance and repair work, in particular at remote antenna locations;
- d) to reimburse COMSOFT for the expenses incurred through an inspection of its equipment after submission of a notice of fault, if the fault is caused on defects in CUSTOMER furnished equipment (AMHS, VHF-System, etc.);
- e) to make possible the remote maintenance of the services of COMSOFT and upon request supply the necessary phone connections in this regard; especially to provide access to the site of installation at CUSTOMER's premises;
- f) to insure the items included in the service of COMSOFT for the duration of its possession thereof against loss, fire, damage, winter damage and ground water intrusion.

The Minimum Assistance of the CUSTOMER includes

- Grant access to COMSOFT's representative to the site
- Allocation of sufficient space for installations (in-door and out-door)
- Assistance in license applications
- Building and erection permits for VSAT hardware
- Provisioning of electrical interfaces in-door and out-door
- Provisioning of data/voice interfaces at sites
- Availability of personnel for SAT in connection with the installation

The CUSTOMER may allow the use of the services of COMSOFT by third parties only after prior written consent of COMSOFT.

(5) Duties of the CUSTOMER with respect to the installation of antennas

The CUSTOMER shall be aware of the fact that the installation of transmission equipment with digital interfaces for the transfer of information via satellite (hereinafter VSAT) to broadcast and/or receive satellite signals may be necessary for the provision of the services by COMSOFT.

COMSOFT shall decide in its reasonable discretion after a site survey to be made together and in cooperation with the CUSTOMER regarding the exact location and the technical parameters of the respective installation, in particular regarding the exact definition of the antenna location, the laying of the cables, the location of the internal unit as well as the determination of measures. If not otherwise agreed in the project related service contract with the CUSTOMER, the CUSTOMER is responsible for the site preparation preliminary to the standard installation of VSAT equipment by COMSOFT.

(6) Performance times and dead lines

Dates and deadlines desired by the CUSTOMER are only binding if COMSOFT has expressly confirmed them in writing and the CUSTOMER has met all requirements for the performance of the services within his area of responsibility, in particular has fulfilled the duties set forth in SLA Appendix 1 (Standard Installation of a Satellite Station).

(7) Property rights

COMSOFT shall retain ownership to all tangible and intangible property provided. If the CUSTOMER buys technical components from COMSOFT, COMSOFT reserves ownership until full payment of the purchase price. The CUSTOMER may not pledge the purchased articles to third parties.

In the event of breach of contract by the CUSTOMER for which he is legally liable, in particular delayed payment, COMSOFT has the right to take back the objects which were delivered subject to a reservation of ownership and the CUSTOMER is obligated to return the objects. In the event the objects which were subject to a reservation of ownership are taken back or attached by COMSOFT, this shall not constitute cancellation of the contract.

(8) Prices, payment terms and transport

Payment shall be made in US Dollar. If payment obligations are not stipulated in US Dollar, the exchange rate at the date of the issuance of the invoice applies for all amounts. The thus calculated US Dollar value shall be rounded up or down to the next US Dollar Cent in accordance with the statutory provisions. In case the currency exchange rate at day of contract signature changes by 10%, COMSOFT reserves the right to adapt pricing accordingly from next months onwards.

The CUSTOMER only has a right to hold back payments or set them off against opposing claims, as far as his own claims are undisputed or determined in a final legal manner.

(9) Exclusion of objections

Objections against invoices and statements of account shall be made in writing within two weeks after receipt of the invoice. Otherwise the invoice (statement of account) shall be deemed to be approved.

(10) Default

During the period in which the default, for which notice in writing has been given, of the CUSTOMER continues, the duty of COMSOFT to perform is suspended, unless the refusal to perform is in bad faith, for example due to the relatively low level of the outstanding amount. If the CUSTOMER is in default of payment, the outstanding amount shall bear interest at the legal interest rate of CUSTOMER State, unless COMSOFT proves higher or the CUSTOMER proves lower damages.

If the CUSTOMER defaults in his obligation to accept the services or parts thereof, in particular due to breach of his obligations in SLA Appendix 1 (Standard Installation of a Satellite Station), COMSOFT shall be entitled to a lump sum

damage claim for the duration of the default in the amount of the compensation owed for the unaccepted services, unless COMSOFT proves higher or the CUSTOMER proves lower damages. COMSOFT is entitled to claim this amount for each month of default.

If on the basis of the default of the CUSTOMER within the meaning of the above bullet the time period for the performance of the services changes and COMSOFT can therefore after the expiry of the originally agreed period for performance no longer provide the required space segment or if permits expire, COMSOFT is released from the obligation to provide services and the CUSTOMER may not derive any other rights there from.

If in the event of default in payment and un-successful expiry of a reasonable further payment period as well as other justified doubts in the payment capacity or creditworthiness of the CUSTOMER, COMSOFT has – notwithstanding its other rights – the right to request advance payment for not yet performed deliveries or services and to render due all claims having arisen from the business relationship.

If COMSOFT does not perform the services owed in a timely manner, the CUSTOMER may only cancel the contract or terminate it after unsuccessful expiry of a reasonable grace period of at least four weeks, unless the imposition of a deadline is not necessary for statutory reasons. In case of the MEVA III network, the CUSTOMER has to consider that contract termination of only one network site will affect service circuits to other sites where circuits will be lost. Therefore COMSOFT cannot take over the responsibility of service outages on the other related network sites.

(11) Claims due to defects

In the event of the sale of technical components, the following provisions apply:

The CUSTOMER shall inform COMSOFT in writing of any apparent defect without delay, but at the latest within 10 days after receipt and in as much detail as possible. If a defect was not recognizable upon first inspection but later becomes apparent, then the written notice must be made at the latest within 10 days after discovery.

Claims based on defects are excluded as far as there is only a slight deviation from the agreed condition or in the event of only slight impairment of the usability. The warranty for used objects is excluded.

This paragraph applies only to the CUSTOMER who is choosing the “Equipment Buying Option”. The CUSTOMER who will choose the “Equipment Lease Option”, this clause will not apply to him.

COMSOFT shall not be liable on the basis of own public statements or those of the manufacturer or his agents if and to the extent the CUSTOMER cannot prove that the statements influenced his purchase decision, if COMSOFT was not aware of the statements or could not reasonably be expected to have been aware of it or the statement was already corrected as of the date of the purchase decision.

The warranty of COMSOFT ceases to apply to the extent of changes to or expansions of the services or delivered articles which the CUSTOMER makes himself or through third parties, unless the CUSTOMER proves that the change or

expansion is not the cause of the defect. COMSOFT is also not liable for defects which relate to improper use and terms of use or the utilization of improper operating means by the CUSTOMER.

If the CUSTOMER requests subsequent performance due to a defect, COMSOFT can at its option remove the defect itself or supply a defect-free object as a replacement. The right of the CUSTOMER to reduce the purchase price or cancel the contract in case of unsuccessful subsequent performance remains unaffected.

At the request of COMSOFT the CUSTOMER has a duty to declare in writing within a reasonable period, but at the latest within 14 days after the request, whether he cancels the contract due to a breach of a contractual obligation or terminates it and/or insists on payment of damages or reimbursement of expenses instead of the service or insists on delivery or service.

Claims due to defects are subject to a limitation period of 12 months from delivery. This does not apply as far as § 479 paragraph 1 German Civil Code provides for longer periods or COMSOFT is liable due to intentional actions or to fraudulent concealment of a defect. This does not lead to a reversal of the burden of proof. The mandatory statutory provisions regarding suspension, delayed suspension and the re-commencement of the limitation period also remain unaffected.

If there is a notice of defect (mentioned by the CUSTOMER or COMSOFT), which is caused by CUSTOMER owned equipment, COMSOFT will not be subject of penalties for the interruption of the service during the time of the event.

Claims for damages and reimbursement of expenses remain unaffected as far as they are not excluded or restricted by paragraph 11.

(12) Liability

COMSOFT total liability per single event is limited to the maximum amount as specified within COMSOFT's professional liability insurance policy (5 million Euros).

(13) Final Regulations

To assign its rights under this contract, the CUSTOMER requires the prior written consent of COMSOFT.

The CUSTOMER grants COMSOFT the right to present the system which is the subject matter of the contract as a reference facility for advertising purposes (e.g. in prospectuses, brochures, reference lists, etc.), and after prior coordination of a date with the CUSTOMER, to present it to CUSTOMERS of COMSOFT as a demonstration facility.



VSAT-MEVA III

Contrato marco

V1.1/16.05.2014

Ref. de CFT:	Oferta sellada ST-22501390
Proyecto número:	20131216
ID. del documento:	VSAT-MEVA III_FA_V1.1
Clientes:	ICAO MEVA III, México/Canadá

Historial de revisiones

Versión	Fecha	Descripción	Resp.
V1.0	16.12.2013	Versión inicial enviada como respuesta a CFT	
V1.1	16.05.2014	Versión revisada	

COMSOFT GmbH
Wachhausstrasse 5a
76227 Karlsruhe
Teléfono +49 721 9497 - 0
Fax +49 721 9497 - 129

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Confidencial de la empresa / derechos de autor de **COMSOFT**

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1 Contrato marco

Este Contrato marco se suscribe entre

COMSOFT GmbH, cuya matriz está ubicada en Wachhausstr. 5a, 76227 Karlsruhe, Germany (Alemania)

y

el **CLIENTE**

2 Contrato de servicios

- (1) Suscrito este día ____ de _____, 2014 (la "Fecha de vigencia inicial"), por y entre COMSOFT GmbH, una corporación alemana con oficinas registradas en Wachhausstr. 5a, D-76227 Karlsruhe Germany (Alemania) ("COMSOFT"), y _____, _____ una corporación con su principal lugar de negocios ubicado en _____ (el "Cliente").
- (2) **CONSIDERANDO QUE** COMSOFT es un proveedor de equipos y servicios de satélites, y desea proveer tales equipos y servicios al Cliente; y
- (3) **CONSIDERANDO QUE** el Cliente desea comprar de COMSOFT tales servicios incluyendo el suministro de equipos satelitales, sujeto a los términos y condiciones de este Contrato y del Contrato de nivel de servicios (los "Términos y las condiciones") adjunto;
- (4) **AHORA, POR TANTO**, en consideración de las premisas y de los acuerdos mutuos incluidos en el presente, las partes acuerdan lo siguiente.

3 Contenido del contrato y definiciones

- (1) Este Contrato incluye: (a) las Condiciones generales; y (b) los siguientes anexos que forman parte integral de este Contrato y que se incorporan por el presente, por referencia, y se incluyen como parte de este.
 - i) Anexo A Servicios y precios
 - ii) Anexo B Licencia de software
 - iii) Anexo C Garantía
 - iv) Anexo D Términos y condiciones generales

- (2) En caso de cualquier conflicto entre los Anexos y las Condiciones generales, prevalecerán y tendrán precedencia las Condiciones generales con respecto a los Anexos, en la medida en que haya cualquier conflicto. Los términos con letra mayúscula inicial que no se definan en el presente tendrán los significados correspondientes a estos indicados en los Anexos.

4 Definiciones

- (1) En este Contrato, se utilizan los siguientes términos:
- i) "Cargos" significa pagos hechos por el Cliente a COMSOFT por servicios brindados según este Contrato, según se describe en el Capítulo 9 y se desglosa en el Anexo A.
 - ii) "Unidad interior" significa la parte de los Equipos de VSAT que se instala dentro de un edificio u otra estructura.
 - iii) "Servicios de instalación" significa los servicios de instalación descritos en el Contrato de Nivel de Servicios Anexo (SLA por sus siglas en inglés).
 - iv) "Período mínimo para la instalación del sitio" significa el período durante el cual se debe instalar la Cantidad mínima del sitio, según se define en el Anexo A.
 - v) La "Cantidad mínima del sitio" significa **XX** sitios.
 - vi) "Plazo mínimo de servicios del sitio" significa sesenta (60) meses a partir de la fecha de Instalación del sitio y la Prueba de aceptación de la red (NAT por sus siglas en inglés).
 - vii) "Servicios opcionales" significa los servicios opcionales generalmente descritos en el Anexo A.
 - viii) "Satélite" significa el satélite seleccionado por COMSOFT para proveer la capacidad de segmento espacial al Cliente en relación con la provisión de Servicios de segmento espacial de COMSOFT.
 - ix) "Operador satelital" significa la empresa que opera el Satélite.
 - x) "Servicios" significa los "Servicios de instalación", los "Servicios estándar" y los "Servicios de segmento espacial".
 - xi) "Sitio" significa un lugar remoto en donde se instalarán o se han instalado los Equipos de VSAT.
 - xii) La "Instalación del sitio" significa la instalación y la puesta en marcha de los Equipos de VSAT, según se describe en el Contrato de nivel de servicios anexo (SLA).
 - xiii) "Servicios del segmento espacial" significa la provisión de acceso a la capacidad de segmento espacial en el Satélite, para el uso de los Equipos de

VSAT y el monitoreo de los enlaces satelitales entre los Equipos de VSAT y el centro de procesamiento de datos principales (el "Centro Principal").

- xiv) "Servicios estándar" significa los servicios de implementación, operación y mantenimiento que se describen más detalladamente en el Contrato de nivel de servicios anexo (SLA).
 - xv) Los "Equipos de VSAT" significa los equipos y repuestos electrónicos de VSAT, las antenas de VSAT, soportes y cables, que COMSOFT suministrará según este Contrato.
 - xvi) "Software" significa la versión de código objeto de las instrucciones que COMSOFT proveerá y cargará por separado en el Equipo de VSAT, que es necesario para controlar, operar y/o usar el equipo de VSAT. El uso del Software está sujeto a la Licencia de software incluida en el Anexo B.
 - xvii) Los "Equipos de VSAT" significa los equipos y el Software de VSAT.
- (2) Según las condiciones de este Contrato, COMSOFT proveerá (i) Servicios de instalación y Servicios estándar; y (ii) Servicios de segmento espacial, que permitirán transmisiones de datos de doble vías entre el Centro Principal y los Sitios. Todas las obligaciones según este Contrato deben ejecutarse entre COMSOFT y el Cliente. Este Contrato no crea ningún derecho para usuarios finales ni terceros que no sean sus firmantes.
- (3) Con base en los términos de este Contrato, el Cliente realizará los pagos establecidos en el Anexo A y cumplirá, en todo lo demás, con los términos de este Contrato.

5 Plazo

- (1) El plazo de este Contrato (el "Plazo") deberá comenzar en la Fecha de vigencia inicial y terminará en el último día del Plazo mínimo de servicios del sitio (60 meses) para el último Sitio instalado según el presente (la "Fecha de terminación"). La Fecha de terminación será a más tardar cinco (5) años a partir de la Fecha de vigencia inicial, excepto si las partes acordaran extender el plazo según (3) de este Capítulo.
- (2) COMSOFT proveerá los Servicios para cada Sitio instalado según el presente durante el Plazo mínimo de servicios del sitio. El Servicio de cada sitio continuará automáticamente después del Plazo mínimo de servicios del sitio hasta la Fecha de terminación, excepto si se terminara según los términos de este Contrato. El Cliente tendrá el derecho de terminar los servicios en los Sitios que hayan completado el Plazo mínimo de servicios del sitio.
- (3) El Plazo puede ampliarse por períodos adicionales de veinticuatro (24) meses después de la Fecha de terminación ("Plazos de renovación"), siempre y cuando que las partes acuerden, por escrito, cualquier término o condición nueva o

modificada de los Servicios para tales Plazos de renovación, en un plazo de noventa (90) días antes de la terminación del plazo precedente.

6 Pedidos

(1) Pedido inicial

Se considerará que el Cliente ha solicitado la Instalación de la Cantidad mínima del sitio a partir de la Fecha de vigencia inicial y se instalará en un Plazo mínimo de instalación del sitio, o cualquier período más corto que las partes acuerden mutuamente.

(2) Pedidos adicionales

El Cliente puede realizar pedidos para Sitios adicionales además de la Cantidad mínima del sitio, siempre y cuando que la instalación de tales Sitios se complete antes del segundo aniversario de la Fecha de vigencia inicial. En todo el plazo y con respecto a la red del Cliente, el Cliente puede pedir Servicios opcionales, según los términos fijados en este Contrato.

(3) Servicios fuera del alcance

Si el Cliente requiere la ayuda de COMSOFT para tareas tales como agregar aplicaciones nuevas a la red, análisis de red, optimización del sistema, entre otros, el Cliente puede presentar tal pedido al enviar sus detalles por escrito al Gerente de Programa de COMSOFT. Si COMSOFT acepta el pedido del Cliente, COMSOFT responderá con una cotización de precio fijo para realizar tales tareas solicitadas junto con un estimado del tiempo requerido para estas. Si el Cliente acepta el precio y el tiempo estimado de COMSOFT, COMSOFT iniciará tales tareas.

7 Interrupciones/Unidades de corte de servicios para servicios de segmentos espaciales

(1) Interrupciones / Unidades de corte de servicios

El término "Interrupción" significa cualquier período durante el cual los Servicios provistos no cumplan ni sobrepase un BER de 10^{-7} basado en la disponibilidad promedio anual de la red de **99,9 %** y estos no puedan usarse por el Cliente según se indica en este Contrato. Una "Unidad de corte de servicios" se describe en el "Dorado Plus" (Gold Plus) de Nivel de servicios adjunto (SLA). En el caso de interrupciones durante el plazo de este Contrato, el único y exclusivo recurso del Cliente será que COMSOFT otorgue créditos por las Unidades de corte de servicios según el Capítulo 7. El Cliente no tendrá ningún otro recurso contra COMSOFT con respecto a interrupciones de tales tipos. Cualquier crédito se prorrateará para múltiples Sitios afectados.

(2) Interrupciones que no constituyen Unidades de corte de servicios

No se otorgará ningún crédito por interrupciones que se produzcan o se puedan atribuir, parcial o completamente, por: (i) la culpa del Cliente o de terceros; (ii) fallas o falta de disponibilidad del Satélite; (iii) fallas de transmisores, instalaciones, servicios o equipos satelitales entregados al Cliente por cualquier otra empresa o persona; (iv) falta o reducción de luz solar o por lluvia; (v) suspensiones de Servicios efectuadas según este Contrato, excepto si la estipulación aplicable de este Contrato estableciera lo contrario; (vi) mantenimiento preventivo o general de otro tipo por parte de COMSOFT con respecto a los Servicios provistos; o (vii) cualquier causa por la cual COMSOFT no sea responsable por otros motivos, según el Capítulo 17.

El Cliente acuerda realizar sus mejores esfuerzos para evitar acciones o acciones de intermedio bajo el control del Cliente que causen interrupciones, incluyendo aquellas provocadas por cortes de servicios y oscilaciones de voltaje en los Sitios. Si el Cliente no cumple con esta obligación, cualquier interrupción se considerara que fuera la culpa del Cliente y el Cliente tendrá la obligación de demostrar que la interrupción no fue causada por el Cliente, ni por las acciones ni acciones de intermedio bajo su control. El Cliente no tendrá esta obligación si COMSOFT determina que COMSOFT fue el responsable de la interrupción.

8 Confirmaciones de clientes sobre provisión de servicios

- (1) El Cliente confirma que para proveer los Servicios, COMSOFT ha firmado un contrato con el Operador Satelital para la capacidad de segmento espacial protegido que no se puede invalidar. El Cliente además reconoce que COMSOFT solamente proveerá acceso no interrumpido y continuo a la capacidad de segmento espacial al Cliente, según este Contrato, en la medida en que COMSOFT reciba tal servicio del Operador Satelital.
- (2) El Cliente reconoce y acuerda que la provisión de Servicios estará sujeta a todas las leyes, regulaciones, requisitos y condiciones aplicables del Operador Satelital.
- (3) El Cliente reconoce y acuerda que COMSOFT tendrá el derecho de reemplazar los Equipos de VSAT existentes del Cliente con los Equipos de VSAT actualizados, siempre y cuando las obligaciones de COMSOFT según este Contrato continuarán aplicándose con respecto a tales Equipos de VSAT reemplazados y que el Cliente acuerde proveer ayuda razonable, si ocurriera tal reemplazo.

9 Cargos y pagos

(1) Cargos

Se establecen los cargos en el Anexo A. Todos los pagos hechos según este Contrato se harán en dólares de Estados Unidos de América (USD). La facturación de Servicios en cada Sitio se iniciará cuando el Sitio esté disponible para servicios de transmisión y continuará durante el Plazo mínimo de servicios del sitio.

Todos los pagos a COMSOFT se harán a la siguiente cuenta bancaria:

Destinatario: COMSOFT GmbH

Deutsche Bank AG Karlsruhe

Número de cuenta 1005 255

Código de área 660 700 04

Código BIC / SWIFT: DEUT DE SM 660

IBAN No. DE77 6607 0004 0100 5255 00

(2) Facturación por servicios recurrentes

COMSOFT emitirá facturas al Cliente por cargos mensuales recurrentes (MRC por sus siglas en inglés) un (1) mes por adelantado del mes en el que COMSOFT provea sus Servicios al Cliente. El pago se adeudará y será pagadero en el último día del mes calendario de facturación (por ejemplo la factura del 1 de septiembre por el servicio de octubre deberá pagarse y se adeudará el 30 de septiembre). Si el Cliente tuviera cualquier objeción esta deberá plantearse por escrito en este plazo. Después de este período, se borrarán todos los datos específicos del cliente de nivel de servicios y los relacionados con la factura.

(3) Meses parciales

Los cargos mensuales durante meses en los que se hayan provisto los Servicios durante un plazo menor al mes completo deberán prorratearse con base en un mes de treinta (30) días.

(4) Facturación adicional

Todos los cargos no recurrentes (NRC por sus siglas en inglés) se pagarán el 50 % por adelantado y el 50 % restante en la fecha después de la ejecución exitosa. COMSOFT facturará al Cliente por la instalación y equipos de VSAT (si se aplicaran precios de instalación separados) en la fecha de entrega. Los impuestos, cargos por pagos tardíos y demás cargos (excepto los impuestos por la negligencia de COMSOFT) se facturarán después de su acumulación.

(5) Pagos tardíos

Si el Cliente no pagara por completo las comisiones o cargos cuando se adeuden, COMSOFT enviará al Cliente una notificación escrita de tal falta de pago. Si el Cliente no resolviera tal falta de pago en un plazo de diez (10) días después de la fecha de tal notificación, COMSOFT, además y no en reemplazo de sus derechos según el Capítulo 16 (Terminación y supervisión de servicios) siguiente, se reserva el derecho de cobrar al Cliente un cargo de pago tardío estimado basado en el saldo adeudado a la tasa que sea mayor de ocho por ciento (8,0 %) de interés mensual o la tasa de interés mensual por pagos tardíos de vigencia actual en la jurisdicción de Alemania. Tal interés se acumulará por cada mes o parte de este a partir de la fecha en que se adeudó el pago. Este cargo de pago tardío no se impondrá en la parte de una factura que podría estar incluida en cualquier disputa con el Cliente, siempre y cuando el Cliente haya pagado la parte no disputada por completo y haya entregado una explicación escrita a COMSOFT del monto disputado, en un plazo de 15 días a partir de la fecha de recepción de la factura de COMSOFT.

Validez de los precios

(6) Los Cargos del Anexo A son fijos para las duraciones establecidas del contrato.

10 Impuestos y comisiones

(1) Excepto si las partes acordaran lo contrario por escrito, los precios incluidos en el Anexo A excluyen todos los impuestos, aranceles o comisiones futuros o presentes, de cualquier tipo, incluyendo, entre otros, impuestos y comisiones federales, del condado o locales, o por consumo especial, propiedades, o recibos brutos de impuestos, comisiones, o impuestos, licencias, accesos de telecomunicaciones o comisiones universales de servicios, u otros impuestos o aranceles que puedan imponerse ahora o en el futuro por Servicios provistos o pagos hechos según este Contrato. El Cliente pagará todos tales impuestos, comisiones o aranceles, sin importar su denominación, que puedan imponerse ahora o en el futuro en los Servicios provistos, la instalación de los Equipos de VSAT o pagos hechos según este Contrato, excluyendo los impuestos basados en los ingresos netos de COMSOFT. Si en cualquier momento COMSOFT tuviera que pagar o pagara cualquiera de estos impuestos, comisiones o aranceles, el Cliente reembolsará oportunamente COMSOFT por tales pagos incluyendo cualquier multa e interés impuestos, si los hubiera. COMSOFT acuerda proveer documentación razonable que respalde tales cargos.

11 Cesiones

(1) Cualquiera de las parte puede ceder sus derechos y obligaciones según este Contrato a: (i) su corporación matriz o una corporación filial que pertenezca a la misma matriz común en relación con cualquier reestructuración corporativa; y (ii)

una entidad tercera en relación con la transferencia de todos los activos, o una parte sustancial de estos, de la parte que cede a tal entidad, cuando reciba el consentimiento escrito y previo de la otra parte, cuyo consentimiento puede condicionarse, pero no puede negarse sin motivos razonables.

- (2) Las partes acuerdan que no se pueden realizar cesiones excepto si el beneficiario acepta, en un documento escrito firmado por el representante legalmente autorizado del beneficiario, por completo las responsabilidades y obligaciones de la parte asignante.

12 Responsabilidades de las partes

(1) Cumplimientos y aprobaciones

Cada parte cumplirá con todas las leyes, reglas y regulaciones gubernamentales aplicables. Las responsabilidades de las partes relacionadas con la instalación de Equipos de VSAT, incluyendo la obtención de permisos locales, autorizaciones u otros consentimientos de propietarios y terceros se establecen en el Contrato de nivel de servicios del anexo (SLA), bajo el título "Instalación estándar". Las obligaciones del Cliente según este Contrato no se condicionarán a que el Cliente reciba tales autorizaciones o aprobaciones.

(2) Concentración de datos para su posterior distribución (si se aplica)

El Cliente estará a cargo de obtener, mantener y pagar por todos los servicios de comunicaciones terrestres y equipos de terminación requeridos según el diseño de red del Cliente (la "Concentración para posterior distribución"). Excepto en cuanto a la provisión de información técnica general sobre los requisitos de Concentración para posterior distribución del Cliente, COMSOFT no tendrá ninguna obligación ni responsabilidad relacionadas con la provisión de Concentración para la posterior distribución.

(3) Seguros

Cada parte, asumiendo todos los gastos, obtendrá y/o mantendrá pólizas de seguros para cubrir los riesgos asociados con sus respectivas actividades empresariales detalladas en el presente.

(4) Título de propiedad y riesgo de pérdidas

i) Título de propiedad

El título de propiedad de los Equipos de VSAT instalados o provistos por COMSOFT según este Contrato continuará siendo de COMSOFT. El Cliente no cambiará de lugar los Equipos de VSAT ni permitirá que se cambien de lugar, ni los modificará ni permitirá que se modifiquen. Además, el Cliente no permitirá que se impongan gravámenes ni garantías prendarias en los

Equipos de VSAT. COMSOFT tendrá el derecho y permiso al actuar en su representación, o en representación del Cliente, para completar y presentar tales documentos como parte de demandas legales que considere necesarios para proteger sus derechos de participación o pertenencia de los Equipos de VSAT u otros y el Cliente cooperará por completo y respaldará tales demandas interpuestas por COMSOFT.

ii) Riesgos de pérdida

Los riesgos de pérdida o daños de Equipos de VSAT pasarán al Cliente cuando se instalen los Equipos de VSAT (y dicha instalación se considerará completa cuando se establezca exitosamente una conexión entre el Sitio y el Centro Principal). El Cliente asegurará todos los equipos que pertenezcan a COMSOFT que se ubiquen en el Sitio y/o en las instalaciones del Cliente, contra riesgos de pérdida o daños, producidos por cualquier causa excepto el desgaste normal, y designará a COMSOFT como el beneficiario de cualquier pago por pérdidas en la medida en que estas se ocasionen. Cuando COMSOFT lo solicite, el Cliente presentará evidencia de tales seguros contratados con una empresa que sea aceptable para COMSOFT. El Cliente notificará a COMSOFT de cualquier cambio importante de tales coberturas o empresas de seguros.

(5) Retiro de los equipos

Cuando se venza o termine este Contrato o concluyan los Servicios en un Sitio, COMSOFT puede optar por retirar parte o todos los equipos que le pertenezcan, que se usaron para proveer los servicios descritos en este Contrato. Y el Cliente facilitará la entrada de COMSOFT a todas las instalaciones aplicables con el fin de permitir a COMSOFT su retiro. Mediante una notificación escrita enviada al Cliente, COMSOFT podrá abandonar todos los equipos instalados que pertenezcan a COMSOFT. Si el Cliente desea que COMSOFT retire cualquier equipo (antenas, soportes, etc.) que COMSOFT ha optado por abandonar en el sitio, COMSOFT evaluará el plazo y los materiales con el fin de hacerlo. COMSOFT será responsable de cualquier daño de las propiedades del Cliente en la medida en que fuera causado por actos deliberados o de negligencia de COMSOFT o sus subcontratistas, al retirar cualquier equipo de las instalaciones del Cliente. El título de propiedad de los equipos abandonados se transferirá al Cliente. El Cliente acuerda seguir las instrucciones de COMSOFT acerca del retiro o la desactivación de cualquier software de COMSOFT incluido en los equipos que se abandonaron en el lugar.

(6) Responsabilidades organizacionales del Cliente

- i) El Cliente designará los contactos para la coordinación de todas las actividades pertinentes del proyecto, tales como la instalación y configuración.
- ii) En el caso de fallas, el Cliente asignará un contacto disponible, según sea el

caso, para que provea soporte que incluya acciones sencillas como resolución de fallas, al seguir las instrucciones del Centro de Control de Redes de COMSOFT o sus servicios complementarios.

- iii) Los cambios de ubicaciones de clientes, equipos, software. personas de contacto, o ambiente deberán informarse con anticipación a COMSOFT, en caso de que estos cambios puedan influir en los servicios provistos por COMSOFT.
- iv) El Cliente se asegurará que el hardware provisto por COMSOFT se proteja contra la influencia de entrometidos y ladrones.
- v) El Cliente asumirá los aranceles además de costos administrativos de desaduanización de todos los componentes.
- vi) El Cliente se encargará de solicitar los permisos de construcción requeridos para colocar las antenas satelitales.

13 Propiedad intelectual

- (1) El Cliente acepta y acuerda que:
 - i) Todos los derechos de propiedad intelectual que subsistan o se relacionen con la provisión de Servicios, incluyendo, entre otros, patentes, *know-how*, derechos de autor y marcas, tanto registradas como no registradas, que pertenezcan a COMSOFT y/o que esta empresa use, y todos los beneficios adquiridos por estos (en conjunto, denominados los "Derechos de PI") son y permanecerán, en todo momento, de propiedad exclusiva de COMSOFT o, según sea el caso, de sus proveedores, otorgantes de licencias y/o subcontratistas, y el Cliente no puede usarlos, reproducirlos o utilizarlos excepto si este Contrato lo permite expresamente; y
 - ii) El Cliente no tendrá ni adquirirá ningún derecho, título de propiedad ni participación ni podrá acceder a ningún título de propiedad de ningún derecho de Propiedad Intelectual (PI) al aceptar la entrega, pagar, distribuir, vender y/o usar de otra forma los Servicios. El Cliente tomará todas las medidas razonables para velar por que no se apropien indebidamente ni utilicen incorrectamente los derechos de PI de COMSOFT.

14 Indemnización por propiedad intelectual

- (1) COMSOFT asumirá los gastos relacionados y defenderá, indemnizará y eximirá de toda responsabilidad al Cliente por todos los costos y responsabilidades en relación con cualquier demanda, reclamo o acción legal por el incumplimiento de patentes, derechos de autor, marcas registradas o demás derechos de propiedad asociados con cualquier Servicio provisto según este Contrato. El Cliente acuerda notificar inmediatamente a COMSOFT por cualquier acción y acepta proveer información,

cooperación y el respaldo necesarios para la defensa o resolución de la demanda de COMSOFT. El Cliente acuerda que COMSOFT es la única parte autorizada para asumir la defensa y/o resolución de estas demandas. El Cliente tendrá el derecho de que cualquier abogado lo represente en cualquier demanda o proceso legal, que el Cliente seleccione y el Cliente asumirá los gastos.

- (2) En caso de que los Servicios provistos o que se proveerán según este Contrato se volvieran, o según COMSOFT pudieran volverse, el objeto de una demanda de incumplimiento de cualquier patente, marca registrada o secreto comercial, COMSOFT podrá ejercer cualquiera de las siguientes opciones según su único criterio y gasto:
 - i) Obtener para el Cliente el derecho de continuar usando los Servicios;
 - ii) Reemplazarlos con Servicios que no infrinjan tales patentes y Derechos de PI; y/o
 - iii) Modificarlos para que dejen de incumplir tales Derechos de PI.
- (3) Si COMSOFT no pudiera ejecutar las opciones (i) y/o (ii) y/o (iii), COMSOFT puede dar por terminado el Contrato, sin obligaciones adicionales de parte de ninguna de las partes, a partir de la fecha de vigencia real de la terminación excepto por la obligación de cada parte de pagar todas las obligaciones adeudadas a la otra, en la fecha real de la terminación.
- (4) El Cliente además acepta que indemnizará a COMSOFT bajo los mismos términos que COMSOFT está obligado a indemnizar al Cliente, según la Sección (i) del Capítulo anterior, en caso de que se presente cualquier demanda por incumplimiento contra COMSOFT, debido a los requisitos específicos o instrucciones de diseño o el uso del Cliente de los Servicios, en combinación con otros equipos o software no provistos por COMSOFT según este contrato.

15 Indemnización / límite de responsabilidad civil

- (1) El Cliente defenderá, indemnizará y eximirá de responsabilidad a COMSOFT por daños o pérdidas ocasionados a sus empleados o propiedad o aquellos de terceros, en la medida que se causen por actos u omisiones de negligencia o deliberados del Cliente (y todos los riesgos por pérdidas o daños a la propiedad causados por cualquiera excepto COMSOFT y sus subcontratistas, cuando la propiedad esté bajo el control o la custodia del Cliente), y por todo y cualquier reclamo, gasto, demanda, o pérdida (incluyendo honorarios y gastos razonables de abogados) que surjan o estén relacionados con la aplicación o el contenido de las transmisiones del Cliente por medio de los Servicios de transmisión provistos.
- (2) COMSOFT defenderá, indemnizará y eximirá de responsabilidad al Cliente contra toda pérdida o daño de los empleados o propiedades del Cliente o empleados o propiedades de terceros, en la medida en que se produzcan por actos u omisiones

deliberados o de negligencia de COMSOFT o de sus subcontratistas, agentes o representantes, cuando efectúe sus obligaciones en el Sitio del Cliente.

- (3) Excepto por la obligación de defender, indemnizar y eximir de responsabilidad, estipulado en (2) anterior, y los recursos por interrupciones, según el Capítulo 7, la responsabilidad total de COMSOFT, según este Contrato, no excederá, en ningún caso, los Cargos pagados a este por el Cliente, durante los seis meses inmediatamente anteriores a la causa de dicha acción legal. El Cliente ha aceptado este límite de responsabilidad por Servicios según el Contrato y comprende que los precios cobrados por COMSOFT al Cliente por los Servicios serían mayores si se pidiera a COMSOFT que asumiera responsabilidades adicionales por daños y perjuicios.
- (4) El Cliente comprende y acepta que, según este Contrato, COMSOFT provee los Servicios para los propósitos determinados por el Cliente. El Cliente reconoce que COMSOFT no controla la forma en la que el Cliente usa los Servicios, el acceso por parte del personal del Cliente a los datos y demás contenido transmitido por la red de COMSOFT ni el contenido de las comunicaciones que el Cliente transmite y recibe por la red de COMSOFT. Por tanto, el Cliente acuerda defender, indemnizar y eximir de responsabilidad a COMSOFT, a sus funcionarios, directores y empleados por toda y cualquier demanda por daños, gastos y pérdidas directos (incluyendo los honorarios razonables de abogados) en la medida en que surja por o en relación con: (a) el uso del Cliente de la red de COMSOFT; (b) el contenido de las comunicaciones que el Cliente y su personal autorizado transmitan por la red de COMSOFT; o (c) el cumplimiento o incumplimiento del Cliente de lo relacionado con este Contrato.
- (5) COMSOFT no asumirá ninguna responsabilidad de ningún tipo si COMSOFT no puede proveer los Servicios según este Contrato debido a retrasos ni denegaciones de autoridades gubernamentales pertinentes respecto a la emisión de aprobaciones o licencias requeridas.
- (6) En ninguna circunstancia serán responsables COMSOFT o el Cliente por daños incidentales, indirectos, especiales o resultantes (sin importar cómo se produzcan), incluyendo, entre otros, pérdidas de ganancias, uso, ingresos o daños a negocios o a la reputación, que surjan por el cumplimiento o incumplimiento de cualquier aspecto de este Contrato, sea que COMSOFT o el Cliente hayan conocido o no de la posibilidad de tal pérdida. No obstante lo estipulado anteriormente, en el caso de muerte o lesiones a personas o daños a propiedades tangibles personales de terceros, no será aplicable este capítulo a ninguno daño directo que se produzca por muertes, lesiones personales ni daños a propiedades. Se aplicará este capítulo a todas las demás pérdidas o demandas según este Contrato, sin importar la forma en que se produzcan.
- (7) Excepto según se estipule en el presente Contrato, COMSOFT no presenta ninguna garantía, tácita, implícita o regulatoria, incluyendo, entre otras, garantías implícitas

de capacidad de mercadeo ni idoneidad para un propósito específico en cuanto a los servicios brindados por el presente.

16 Terminación y suspensión de servicios

(1) Terminación por incumplimiento

- i) Las partes pueden terminar este Contrato en el caso de incumplimiento importante de la otra parte que continúe por un período de sesenta (60) días después de recibir una notificación de la intención de terminar el Contrato. En tal notificación, se describirá el incumplimiento y esta notificación la entregará la parte que no incumple el Contrato. La terminación se dará si el incumplimiento no se resuelve en los sesenta días indicados. No obstante lo anterior, COMSOFT puede, al enviar una notificación escrita con treinta (30) días de anticipación, suspender o terminar este Contrato, debido al no pago del Cliente de los Cargos adeudados.
- ii) Cuando se dé por terminado el Contrato por incumplimiento significativo de cualquiera de las partes, el Cliente dejará de utilizar los Servicios y enviará a COMSOFT, cuando reciba una factura final, todos los montos acumulados o adeudados a COMSOFT, hasta la fecha de terminación e incluyéndola. Por el medio del presente, el Cliente acepta la jurisdicción de cualquier corte o agencia administrativa que tenga jurisdicción en el asunto, en la que COMSOFT pueda optar por interponer un proceso legal para solicitar que el Cliente deje de usar los Servicios, en todo y cualquier Sitio, según sea aplicable, si el Cliente se rehusara a hacerlo o no lo hiciera, después de recibir una notificación con base en esta Sección.
- iii) Si se produce la terminación debido al incumplimiento del Cliente de este Contrato, sujeto a los montos aplicables pagaderos según la sección 15 (4) y además de estos montos, el Cliente pagará todos los valores aplicables adeudados por el resto del plazo por los Servicios de instalación y Servicios estándar, según este Contrato, como daños liquidados (los "Daños liquidados"), por tales servicios. Además, el Cliente reembolsará a COMSOFT por todos los costos de desinstalación. COMSOFT y el Cliente acuerdan que los daños a COMSOFT resultantes de un terminación por el presente no pueden determinarse fácilmente en el momento de la firma del Contrato ni de su terminación y que el monto de Daños liquidados es tanto necesario como razonable, por lo que no puede considerarse una multa. Cualquiera de las partes puede buscar otros recursos que correspondan en derecho o en equidad, en la medida que cumplan con este Contrato y las leyes aplicables. Cualquiera de las partes pueden interponer demandas legales por el incumplimiento o violación de este Contrato, y la parte prevaleciente tendrá el derecho de recuperar los honorarios razonables de abogados incurridos al exigir la ejecución de las obligaciones indicadas en este.

(2) Terminación debido a interrupciones o no disponibilidad

- i) Cualquiera de las partes podrá terminar este Contrato mediante una notificación escrita enviada treinta (30) días antes, en la que indique su intención de terminarlo si una interrupción (según se define en el Capítulo 8 (1)) continúa por treinta (30) días consecutivos y la única causa de esta es un evento de Fuerza Mayor, según se define en el Capítulo 17. Si no se ejerce en un plazo de treinta (30) días a partir de la fecha en que surgió primero el derecho de terminación, tal derecho expirará.
- ii) Cualquiera de las partes podrá terminar este Contrato mediante una notificación escrita enviada con treinta (30) días de anticipación a la otra parte, si, durante doce (12) meses consecutivos, el Servicio no logra una disponibilidad promedio anual de 99,9 %. Este derecho de terminación vencerá si no se ejerce en un plazo de treinta (30) días antes del final del período de doce (12) meses aplicable. Para los fines de este Contrato, la disponibilidad se define así:
- iii) **Disponibilidad** = (100 %) menos (no disponibilidad)
- iv) **No disponibilidad** = (total de minutos de unidades de corte de servicios durante un período de doce 12 meses consecutivos) dividido por (525 600) multiplicado por (100 %)

(3) Efectos de la terminación

- i) Cuando se dé por terminado este Contrato, sobrevivirán los siguientes Capítulos 8; 9 (10); 13; 18; 15; 16; y 19.
- ii) Efectos de terminación en los Servicios de segmento espacial

Las partes reconocen y aceptan que los Servicios de segmento espacial que COMSOFT provee al Cliente con base en este Contrato no son fácilmente reasignables por COMSOFT a terceros excepto al Cliente, en el caso de que el Cliente deje el Segmento espacial indicado aquí.

Si el Cliente opta por no requerir los Servicios de segmento espacial, según este Contrato, por motivos que no sean los indicados en el Capítulo 16 (2) o por el incumplimiento importante de COMSOFT de este Contrato, según lo determine una corte de jurisdicción competente, los Servicios de segmento espacial terminarán treinta (30) días antes de la notificación escrita por tal efecto. Sin embargo, el Cliente pagará a COMSOFT (a) el saldo de todos los pagos adeudados a COMSOFT por la provisión de Servicios de segmento espacial hasta la fecha de terminación, e incluyendo esta fecha; y (b) los cargos completos mensuales de servicios según el presente después de la terminación de los Servicios de segmento espacial, hasta el final del plazo pertinente, según el Capítulo 5.

Cuando se termine el Contrato con base en el Capítulo 16 (1), COMSOFT realizará los esfuerzos razonables para vender los Servicios de segmento espacial a otro cliente (el "Otro cliente"), cobrando por estos cargos por servicios comparables a los Cargos de segmento espacial especificados en este Contrato. Si COMSOFT puede vender parte o todos los Servicios de segmento espacial a Otro cliente (o más clientes adicionales), el Cliente pagará a COMSOFT, mensualmente, la diferencia entre los Cargos por servicios de segmento espacial de este Contrato y cualquier cargo menor por servicios que pague el Otro cliente, a partir de la fecha de discontinuación del Cliente de los Servicios de segmento espacial hasta la fecha del final del Plazo pertinente del Contrato. El Cliente también reembolsará oportunamente a COMSOFT por todos los gastos menores razonablemente incurridos por COMSOFT al vender los Servicios de segmento espacial al Otro cliente (o clientes).

En el caso de terminación de este Contrato por motivos de Fuerza Mayor, el Cliente pagará a COMSOFT el saldo de todos los cargos y pagos adeudados a COMSOFT hasta la fecha de terminación.

17 Fuerza mayor

- (1) Excepto el caso de no pago cuando estos montos se adeuden, ninguna de las partes son responsables civilmente por ninguna pérdida ni daño que fueran causados por demoras o falta de ejecución de cualquiera de sus obligaciones contractuales, como resultado de causas que estén razonablemente fuera de su control ("Fuerza Mayor"). Fuerza Mayor puede incluir, como ejemplos pero entre otras opciones, casos fortuitos, actos de enemigos públicos, gubernamentales, cualquier departamento o agencia gubernamental, además de incendios, inundaciones, terremotos, epidemias, cuarentenas, disturbios, guerras, insurrecciones civiles, embargos de fletes, disputas laborales y condiciones climáticas extraordinariamente graves, pérdidas o fallas de satélites que brindan servicios de Segmentos espaciales, la no disponibilidad permanente del Segmento espacial, la falta de capacidad satelital adecuada, el daño o interrupción completos o parciales de la capacidad de transmisión del satélite que brinda servicios de segmento espacial, cualquier bloqueo de cualquier Sitio e interferencia por falta de luz solar o por causas de lluvias.
- (2) En el caso de Fuerza Mayor, se eximirá a la parte afectada de la ejecución durante la existencia de eventos de Fuerza Mayor y la fecha de ejecución se postergará por un período igual al impacto en la demora del horario. Cuando ocurra un evento de Fuerza Mayor, la parte afectada notificará inmediatamente a la otra, por escrito, de la existencia de tal evento de Fuerza Mayor e intentará mitigar sus efectos en la mayor medida posible. Si tal causa de demora continuara por más de cuarenta y cinco (45) días, la parte afectada por la incapacidad de la otra de ejecutar sus obligaciones tendrá el derecho, mediante una notificación escrita a la otra, de terminar este Contrato.
- (3) Lo anterior es sin perjuicio de los derechos ya adquiridos por las partes como resultado de la ejecución o falta de ejecución, sea parcial o completa, con base en sus obligaciones contractuales, antes de la ocurrencia de los eventos de Fuerza

Mayor. Todos los montos adeudados y pagaderos antes de la ocurrencia de un evento de Fuerza Mayor permanecerán adeudados y pagaderos no obstante cualquier evento de Fuerza Mayor.

18 Confidencialidad y derechos de protección

(1) Información confidencial

- i) Periódicamente, cada parte puede hacer que haya información disponible a la otra, cuya naturaleza sea confidencial y/o con derechos de protección, incluyendo, entre otras, información técnica y comercial, sea escrita o verbal. Toda la información confidencial y/o con derechos de protección transmitida por una parte a la otra se tratará por la parte destinataria con el mismo cuidado que esta daría al manejo de su propia información confidencial y/o con derechos de protección, pero tal cuidado será por lo menos razonable. Tal parte destinataria no divulgará tal información confidencial y/o con derechos de protección a ninguna persona, incluyendo filiales, empleados, consultores ni/o contratistas, excepto si recibiera un consentimiento previo y por escrito de la parte divulgadora y sujeto a tales condiciones y términos que la parte divulgadora podría especificar. Cuando se termine o cancele este Contrato, por cualquier motivo, toda tal información confidencial y/o con derechos de protección de la parte divulgadora se devolverá inmediatamente (además de todas sus copias) y las limitaciones y restricciones especificadas en este Artículo se mantendrán vigentes y válidas a partir de la fecha de terminación o vencimiento de este Contrato.
- ii) La información confidencial no incluirá aquella (i) que es de conocimiento público o se convierte en información pública sin la culpa de la parte destinataria; (ii) que sea conocida por la parte destinataria, en el momento de su divulgación, o haya sido desarrollada independientemente por la parte destinataria, según se pueda demostrar mediante los registros escritos de la parte destinataria; o (iii) se divulgue a la parte destinataria, de una forma no confidencial, por terceros y que esta no tenga ninguna obligación de mantener su confidencialidad con respecto a la parte divulgadora.

19 Leyes que rigen y jurisdicción

- (1) El Contrato se registrará única y exclusivamente por las leyes de Alemania sin referencia a reglas de conflicto de leyes de las mismas y excluyendo la Convención de las Naciones Unidas sobre la Venta Internacional de Bienes. Las cortes de Alemania tendrán la jurisdicción exclusiva.

20 Estipulaciones misceláneas

(1) Publicidad

COMSOFT puede identificar al Cliente como un usuario de los servicios de COMSOFT en publicidad y otros documentos de promoción además de incluir en estos una descripción general de los servicios provistos. Además se acuerda que

el Cliente puede identificar ante sus clientes que COMSOFT es el proveedor de Servicios al Cliente, además podrá incluir una descripción general de los servicios provistos. Ninguna de las partes podrá, de otra forma, usar el nombre de la otra parte en ninguna publicidad, anuncios, documentos promocionales, panfletos, ayudas de ventas o herramientas de mercadotecnia, sin el consentimiento escrito y previo de dicha parte.

(2) Capacidad de división

Si se considera que cualquier condición de este Contrato no fuera válida o no fuera posible ejecutarla, tal condición se interpretará en tal forma que se permita su ejecución en la medida compatible con las leyes aplicables. Cualquier determinación de falta de validez o capacidad de ejecución de cualquier estipulación del Contrato no afectará las demás estipulaciones de este excepto si el propósito empresarial de este Contrato se viera frustrado esencialmente por estas.

(3) No constituye una renuncia

Si se retrasara el ejercicio de cualquier derecho, poder o recurso de cualquiera de las partes por el incumplimiento con este Contrato, o se dejara de ejercerlos, esto no se podrá considerar una renuncia de ningún incumplimiento posterior ni anterior de este Contrato, ni tampoco afectará la validez de ninguna estipulación de este Contrato.

(4) Relación de las partes

Las partes de este Contrato no tienen la intención de crear ni constituir una empresa de capital de riesgo, un acuerdo de agrupación, una sociedad, una agencia ni una organización formal de negocios de ningún tipo. COMSOFT y el Cliente serán contratistas independientes con respecto a la otra parte para todos los propósitos en todo momento y ninguna de las partes podrá actuar ni considerarse como agente de la otra, excepto si esta la designara así en un escrito separado firmado por la parte designante. Además ninguna de las partes intentará crear responsabilidades civiles para la otra parte.

(5) Notificaciones

Todas las notificaciones y solicitudes requeridas y autorizadas por el presente se entregarán, excepto si se especificara lo contrario de manera particular, sea por escrito mediante entrega personalizada o por correo registrado, dirigidas a la parte destinataria a su dirección indicada en el texto (leyenda) o por fax o cable. La validez de la notificación será a partir de la fecha de entrega en el caso de entrega personal o la fecha de transmisión del cable o fax, o diez (10) días a partir de la fecha en que se entregue para el envío por correo registrado, con la dirección de la parte que deba recibirla en la dirección indicada en el texto (leyenda).

(6) Copias de igual valor y tenor

Se pueden suscribir varias copias de este Contrato, las cuales tendrán el mismo valor que el original, pero que juntos constituirán un solo y el mismo instrumento.

(7) Integración

Este Contrato (con los Anexos referidos en este) establece todo el acuerdo entre las partes en cuanto a su contenido, y reemplaza todo acuerdo, entendimiento, memorando, carta de intención o interpretación de sus asuntos, sean verbales o escritos. Se podrá enmendar este Contrato solamente por escrito con las firmas de los representantes de las partes facultados para hacerlo.

(8) Efecto vinculante

Este Contrato será vinculante para las partes y sus respectivas filiales, subsidiarias y sucesores.

(9) Restricciones de uso

El Cliente, por medio del presente, certifica que los equipos, software y/o tecnología que se entregarán al Cliente, según este, no se usarán ni se tendrá la intención de usarlos, parcial ni completamente, para el desarrollo, producción, manejo, operación, mantenimiento, almacenamiento, detección, identificación, ni diseminación de armas químicas, biológicas ni nucleares, ni misiles, ni se reexportarán, transferirán ni desviarán a ninguna persona ni país al incumplir cualquier ley y regulación de exportaciones y reexportaciones aplicables de los Estados Unidos de América, los estados miembro de la UE ni ninguna jurisdicción pertinente, incluyendo, entre otros, las Regulaciones de Administración de Exportaciones del Departamento de Comercio de los EE. UU. y las Regulaciones de Control de Activos Extranjeros de la Oficina del Departamento del Tesoro de los EE. UU.

(10) Idioma

Este Contrato y todos los documentos relacionados anexos se suscribirán en el idioma inglés.

(11) Transporte

A menos que se acuerde lo contrario, el riesgo - incluso en el caso de la entrega con flete prepago - pasa al Cliente al entregarse a la primera persona de transporte. Esto también se aplica si el Cliente se niega a aceptar la entrega.

(12) Soporte técnico por el Centro de Control de Red (NOC por sus siglas en inglés)

Para consultas relacionadas con asuntos operativos y posibles ajustes necesarios para garantizar un funcionamiento correcto, por ejemplo ajustes resultantes de cuellos de botella de rendimiento y cambios en configuración el Cliente además tiene a su disposición expertos del Centro de Control de Red durante las horas de oficina.

En circunstancias normales, las solicitudes de ajustes notificadas al NOC antes de 12:00 a.m. CET/CEST se pueden ejecutar el mismo día.

Dichas solicitudes deberán estar cerradas y consideradas terminadas solamente después de la confirmación por parte del Cliente.

La cotización de arriba no incluye soporte técnico de COMSOFT para obras específicas en equipamiento suministrado por el Cliente o cualquier otro trabajo no estándar. Esto se tiene que pedir por separado.

i) Precios de horas de trabajo de técnicos*:

1) Durante horas de trabajo estándar**): USD 135,00 / hora

2) Durante horas de trabajo no-estándar**): USD 185,00 / hora

*) Comentarios: Estas horas de trabajo solamente incluyen tareas si se requiere trabajo específico o mantenimiento para el hardware del Cliente y si este se ordenó por escrito por el Cliente con una carga mínima de 1 (una) hora.

**) Las horas de trabajo estándar son de Lunes a Viernes, 09:00 A.M. a 06:00 P.M., excepto los días festivos alemanes. Todas las otras horas son horas de trabajo "no estándar".

En el caso de un escenario de "base esfuerzo comercial razonable", la tasa diaria de una visita en sitio adicional es de USD 1.250,00 (excluidos los viajes y el alojamiento del técnico de COMSOFT).

EN FE DE LO CUAL, las partes del presente han solicitado que se suscriba este Contrato por sus representantes debidamente autorizados, en la Fecha de vigencia inicial.

COMSOFT GmbH

CLIENTE

Por: _____
[firma]

Por: _____
[firma]

Nombre: _____
[nombre del firmante en letra de imprenta]

Nombre: _____
[nombre del firmante en letra de imprenta]

21 Anexo A: Servicios y precios

Servicios

Información de redes

Cantidad mínima para el sitio: _____

Período mínimo para instalación en el sitio: Se inicia en un plazo de 45 días a partir de la Fecha de inicio de vigencia y concluye ___ meses después de tal fecha.

Plazo de servicios mínimo para el sitio: ___ meses de la Instalación en el sitio

Ubicación del sitio: _____

Líneas de servicio: _____ (FXS)
_____ (VHF - PTT)
_____ (Serial)
_____ (IP)

Opción de mantenimiento seleccionada: GOLD Plus (Dorada plus)

Ancho de banda del sitio: Entrante : _____ (kbps)

Puntos de demarcación del servicio:

En VSAT: Serial, Voz o puerto LAN (red de área local) de la unidad interior

Especificaciones de rendimiento / Compromiso de disponibilidad de la red: **99,9 %**

Precios

(1) PROVISIÓN ESTÁNDAR DE SERVICIOS Y EQUIPOS

Insertar el cuadro de precios. (Cada Cliente y COMSOFT lo definirán.)

(2) PROVISIÓN OPCIONAL DE SERVICIOS Y EQUIPOS

Insertar el cuadro de precios. (Cada Cliente y COMSOFT lo definirán.)

22 Anexo B: Licencia de software y soporte

- (1) "Software" significa cualquier programa de computadora, incluyendo modificaciones, actualizaciones o partes agregadas, que puede incluirse con Equipos de VSAT provistos por COMSOFT, como código objeto o en forma ejecutable, en cualquier medio, y materiales relacionados tales como diagramas, manuales y demás documentación, que se usan en Equipos de VSAT provistos al Cliente, según este Contrato.

- (1) Se tomará en cuenta la fecha más temprana entre las fechas de suscripción de este Contrato o de uso de los Equipos de VSAT por el cliente, para que COMSOFT otorgue al Cliente y que el Cliente acepte una licencia no exclusiva para usar o haber usado el Software que resida en los Equipos de VSAT provistos por COMSOFT, pero solamente con el fin de que se operen los Equipos de VSAT, con el propósito de proveer los servicios de transmisión de COMSOFT y para ningún otro fin. El Cliente no permitirá que terceros logren acceder al Software ni transferirá a terceros ninguna copia ni permiso de copia del Software, ni realizará ninguna ingeniería reversa, desmontaje, descompilación ni transmitirá el Software en ninguna forma ni por ningún medio. La violación de estas restricciones permitirá que COMSOFT dé por terminada esta licencia de Software sin ninguna responsabilidad civil, por lo que podrá tomar posesión de los Equipos de VSAT y Software y dar por terminado este Contrato por incumplimiento. El Software es de propiedad exclusiva de COMSOFT, los otorgantes de licencia de COMSOFT, sus proveedores y subcontratistas, y tal pertenencia no podrá modificarse. Ninguna licencia excepto la especificada particularmente en este Contrato se otorga al Cliente y el Cliente no tendrá ningún derecho basado en patentes, marcas registradas, derechos de autor, secretos comerciales ni propiedad intelectual de COMSOFT ni de los proveedores de COMSOFT, excepto los derechos otorgados por el presente Contrato.

- (2) Las comisiones de Servicios estándar de COMSOFT incluyen comisiones por la licencia y mantenimiento de Software para el Plazo. Durante el Plazo, COMSOFT proveerá servicios correctivos de soporte de software, para que este funcione con los Equipos de VSAT provistos por COMSOFT. Para que quede claro, las partes comprenden que este soporte de software consiste de mantenimiento, correcciones y soluciones de problemas de software. Las versiones o actualizaciones de Software que incluyan funcionalidad u opciones nuevas de producto, además de las ya indicadas en este Contrato, pueden ofrecerse y cotizarse con cargos adicionales al Cliente, cuando estén disponibles, además de las características y funcionalidades novedosas que el Cliente solicite específicamente.

23 Anexo C: Garantía

- (1) COMSOFT proveerá una garantía para todos los Equipos de VSAT comprados por este Contrato. COMSOFT garantiza que, durante el período de garantía, los Equipos de VSAT cumplirán, en todos los aspectos importantes, las especificaciones y estarán libres de defectos importantes de mano de obra y materiales. El "Período de garantía" significa un período de 12 meses a partir de la fecha de entrega al Cliente.
- (2) Con base en la garantía, COMSOFT reparará o reemplazará, a su único criterio y gasto, cualquier Equipo de VSAT que tenga algún defecto, durante el Período de Garantía, que el Cliente devuelva a las instalaciones de COMSOFT. Tal devolución será pagada por el Cliente. La devolución de los Equipos de VSAT reparados o reemplazados por COMSOFT a destino original del Cliente será pagada por COMSOFT, excepto si COMSOFT determina que los Equipos de VSAT no tienen ningún defecto con base en los términos de la garantía, en cuyo caso el Cliente pagará a COMSOFT todos los costos de gestión, transporte y mano de obra, según las tarifas y comisiones de COMSOFT válidas en ese momento.
- (3) Las garantías y los recursos del Cliente según esa garantía son únicamente para el beneficio del Cliente y no se extenderá a ninguna otra persona. El Cliente será el único responsable por la selección, uso, eficiencia e idoneidad de los Equipos de VSAT. Esta garantía no se aplicará a ningún equipo: (a) cuyo número de serie, número de modelo o cualquier otra marca de identificación hayan sido retiradas o modificadas para que sean ilegibles; (b) que haya sido dañado por la operación, mantenimiento, uso indebido, accidente, negligencia incorrectos, o por no proveer un ambiente operativo idóneo (que tenga la ventilación, electricidad, protección de picos energéticos, aire acondicionado y/o grado de humedad necesarios) o por cualquier otra causa que esté más allá del control razonable de COMSOFT, incluyendo Fuerza Mayor y y sin la falla, omisión ni negligencia de COMSOFT ni de sus empleados, agentes o demás representantes; (c) que haya sido usado de una forma que no cumpla con las instrucciones provistas por COMSOFT; (d) cuyos componentes sellados hayan sido abiertos sin el consentimiento previo y escrito de COMSOFT; (e) que haya sido modificado por el Cliente o sus agentes, en cuanto a sus componentes físicos, mecánicos, eléctricos, de software o de interconexión, sin la autorización escrita de COMSOFT para hacerlo en cuanto a los Equipos provistos por COMSOFT; o (f) que haya sido reparado o alterado de alguna otra forma por cualquier persona que no esté bajo el control o no cuente con la autorización escrita de COMSOFT para realizar tales alteraciones o reparaciones.
- (4) No obstante las garantías del presente Contrato, COMSOFT no garantiza que el Software no tendrá errores ni que no habrá interrupciones en su uso u operación.
- (5) Las garantías provistas en esta sección constituyen las únicas y exclusivas responsabilidades de COMSOFT por equipos, software y servicios defectuosos o que no cumplan con especificaciones y constituyen los únicos y exclusivos recursos del Cliente en caso de que el equipo, el software o los servicios sean defectuosos o no cumplan con las especificaciones. Estas garantías reemplazan a todas las demás garantías expresas, tácitas o regulatorias, incluyendo, entre otras, las garantías tácitas de capacidad de comercialización o idoneidad para un propósito específico y reemplazan a las demás obligaciones o responsabilidades de COMSOFT por daños y perjuicios.

- (6) El Cliente puede comprar una garantía extendida si las Partes lo aceptan y sujeto al pago de los cargos establecidos en el Anexo A.
- (7) Además, COMSOFT proveerá al Cliente, cuando este lo solicite, servicios de mantenimiento de equipos de COMSOFT, cuando concluya el período de garantía. El Cliente tendrá la opción de comprar tales servicios mediante el pago de comisiones mensuales a COMSOFT según los valores acordados por las Partes.

24 Anexo D: Términos y condiciones generales

(1) Alcance de la aplicación de los términos y condiciones generales (GTC)

Los términos y condiciones generales (GTC por sus siglas en inglés) se aplican a todas las transacciones y contratos comerciales de COMSOFT GmbH (y/o CLIENTE), Wachhausstr. 5a, 76227 Karlsruhe (COMSOFT) con CLIENTES corporativos. Para los clientes y servicios de internet se aplicarán GTC especiales de COMSOFT. Las condiciones comerciales normales de los CLIENTES o terceros no se aplican incluso si COMSOFT no las rechaza expresamente ni lleva a cabo sus servicios sin objeciones. Los desvíos o no aplicaciones de los GTC deben acordarse por escrito de forma separada.

(2) Cambios de los GTC

COMSOFT se reserva el derecho de enmendar estos GTC o de agregar términos complementarios, especialmente si COMSOFT presenta nuevos servicios de mantenimiento o si hubiera estipulaciones regulatorias debido a las cuales fueran necesarios tales cambios. COMSOFT deberá informar al CLIENTE acerca de enmiendas o términos complementarios de los GTC.

Si el CLIENTE no está de acuerdo con los cambios, tiene el derecho de presentar su objeción por escrito en un plazo de dos semanas a partir de su anuncio. Si el CLIENTE no presentara su objeción, se considerará que ha presentado su consentimiento después de la fecha de vencimiento del período indicado anteriormente. El Proveedor de Servicios destacará el efecto de no presentar una objeción cuando se anuncie el cambio de los GTC.

(3) Naturaleza y alcance de los servicios de COMSOFT

La naturaleza y alcance de los servicios de mantenimiento de COMSOFT se indican, específicamente, en el contrato de servicios suscrito con el CLIENTE, el Contrato de Nivel de Servicios y los Requisitos Generales de Preparación del Sitio e Instalación.

Las ofertas de COMSOFT están sujetas a cambios y a la condición de que durante el plazo del contrato acordado individualmente, COMSOFT tendrá acceso al segmento de espacio requerido y a los servicios de terceros que se indican en la oferta, obtendrá los permisos necesarios, particularmente aquellos de la Oficina Federal de Economía y Control de Exportaciones y pueda cumplir con las regulaciones de exportaciones de Alemania.

COMSOFT tendrá el derecho de llevar a cabo servicios parciales y de solicitar que tales servicios los ejecuten terceros, además de transferir a terceros sus derechos y obligaciones según este contrato.

COMSOFT tiene el derecho de cambiar el segmento satelital para el CLIENTE específico, si el nuevo segmento satelital cumple con los mismos criterios de transmisión y permanece igual el precio mensual de servicios, para el período del contrato.

(4) Deberes y obligaciones generales del CLIENTE

El CLIENTE proveerá toda la ayuda necesaria, de forma oportuna, y asumiendo los costos respectivos. El CLIENTE acuerda específicamente:

- a) tratar con cuidado los componentes técnicos provistos por COMSOFT hasta su devolución, no dañarlos y evitar su daño por terceros;
- b) enviar notificaciones, sin demoras, de cualquier defecto, daño, falla, necesidad de tomar medidas de seguridad o afirmaciones de derechos de terceros, incluyendo a partes, en cuanto a componentes técnicos;
- c) informar a COMSOFT de solicitudes de mantenimiento y de trabajo de reparaciones, específicamente ubicaciones para antenas remotas;
- d) reembolsar a COMSOFT por gastos incurridos por medio de una inspección de su equipo, después de la entrega de una notificación de falla, si tal falla fue causada por defectos del equipo provisto por el CLIENTE (AMHS, sistema de VHF, etc.);
- e) hacer que sea posible realizar el mantenimiento remoto de los servicios de COMSOFT y, cuando se solicite, proveer las conexiones telefónicas necesarias al respecto; especialmente permitir el acceso al lugar de instalaciones de los edificios o locales del CLIENTE;
- f) asegurar los elementos incluidos en el servicio de COMSOFT, por el período en el cual dure su posesión, contra pérdidas, incendios, daños, daños invernales e intrusión de agua subterránea.

La ayuda mínima del CLIENTE incluirá:

- Permitir el acceso del representante de COMSOFT al sitio
- Asignar suficiente espacio para la instalaciones (tanto interna como externamente)
- Ayudar a COMSOFT en el proceso de solicitud de licencias
- Permitir la construcción y montaje para el hardware de VSAT
- Proveer acometidas o conexiones eléctricas internas y externas
- Suministrar interfaces o acometidas de datos y voz en los sitios
- Proveer de personal para SAT en relación con la instalación

El CLIENTE podrá permitir el uso de los servicios de COMSOFT a terceros solamente después de recibir el consentimiento previo y por escrito de COMSOFT.

(5) Las obligaciones del CLIENTE con respecto a la instalación de antenas

El CLIENTE debe conocer el hecho de que la instalación de los equipos de transmisión con interfaces digitales para la transferencia de información vía satélite (de aquí en adelante denominado VSAT) para difundir y/o recibir señales de satélite puede ser necesaria para que COMSOFT suministre los servicios.

COMSOFT puede decidir, a su criterio razonable, después de una revisión del sitio que hará junto y en cooperación con el CLIENTE, la ubicación exacta y los parámetros técnicos de la instalación respectiva, específicamente la definición exacta de la ubicación de la antena, la colocación de los cables, la ubicación de la unidad interna además de la determinación de las medidas. Si no se acordara lo contrario en el contrato de servicios relacionados con el proyecto con el CLIENTE, el CLIENTE está a cargo de la preparación preliminar del sitio para la instalación estándar de equipos de VSAT por parte de COMSOFT.

(6) Plazos y fechas límite de ejecución

Las fechas y plazos límite requeridos por el CLIENTE son de cumplimiento obligatorio si COMSOFT los confirma, expresamente, por escrito y el CLIENTE ha cumplido con todos los requisitos para la ejecución de los servicios según su área de responsabilidad, específicamente las obligaciones indicadas en el SLA Apéndice 1 (Instalación estándar de una estación satelital).

(7) Derechos de propiedad

COMSOFT continuará siendo el dueño de todas las propiedades y equipos tangibles e intangibles provistos. Si el CLIENTE compra componentes técnicos de COMSOFT, COMSOFT se reserva el derecho de pertenencia hasta que se haya pagado por completo el precio de compra. El CLIENTE no puede ceder a terceros en calidad de prenda los artículos comprados.

En el caso de incumplimiento del contrato por parte del CLIENTE en lo que corresponde a la parte de la cual sea responsable civilmente, específicamente pagos retrasados, COMSOFT tiene el derecho de solicitar la devolución de los objetos entregados sujetos a la reserva de pertenencia y el CLIENTE tiene la obligación de devolver los objetos. Si COMSOFT embarga o retira los objetos que estaban sujetos a una reserva de pertenencia, este hecho no constituirá la anulación del contrato.

(8) Precios, condiciones de pago y transporte

El pago se realizará en dólares de EE. UU. Si no se realizan las obligaciones de pago en dólares de Estados Unidos de América, se aplicará a todos los montos la tasa de cambio correspondiente a la fecha de emisión de la factura. El valor en dólares de EE. UU. calculado así se redondeará hacia arriba o hacia abajo al siguiente centavo de dólares de EE. UU., según las estipulaciones regulatorias. En el caso de que la tasa de cambios de divisas en el día de la firma del contrato cambie en 10 %, COMSOFT se reserva el derecho de adaptar los precios de forma correspondiente en los siguientes meses.

El CLIENTE solo tiene el derecho de retener pagos o restar sus valores de reclamos de oposición, siempre y cuando sus propias demandas sean innegables o se hayan determinado de una forma legal definitiva.

(9) Exclusión de objeciones

Las objeciones de facturas o estados de cuenta se harán por escrito en un plazo de dos semanas después de recibir la factura. Caso contrario, la factura (o estado de cuenta) se considerará aprobada.

(10) Incumplimiento de pagos

Durante el período en el cual continúe el incumplimiento de pago, respecto al cual se ha enviado una notificación escrita, al CLIENTE, se suspenderá la obligación de cumplimiento de COMSOFT, excepto si la objeción al cumplimiento fuera de mala fe, por ejemplo debido al nivel relativamente bajo del monto pendiente de pago. Si el CLIENTE incumpliera con el pago, el monto adeudado acumulará intereses según la tasa legal de intereses del estado del CLIENTE, excepto si COMSOFT demostrara mayores perjuicios o si el CLIENTE demostrara menores perjuicios.

Si el CLIENTE incumple con su obligación de aceptar los servicios o sus partes, específicamente debido al incumplimiento con sus obligaciones del SLA Apéndice 1 (Instalación estándar de una estación satelital), COMSOFT tendrá el derecho a un reclamo por perjuicios en un pago total durante la duración del incumplimiento, cuyo valor corresponderá a la compensación adeudada por los servicios no aceptados, excepto si COMSOFT demostrara que los perjuicios fueron mayores o el CLIENTE demostrara que fueron menores. COMSOFT tiene derecho a reclamar este monto por cada mes de incumplimiento.

Si, en base al incumplimiento del CLIENTE, según el significado del punto anterior, el plazo para la ejecución de los servicios cambiara y COMSOFT pudiera, por tanto, después del vencimiento del período acordado originalmente para el cumplimiento, ya no proveer el segmento espacial requerido o si los permisos vencen, COMSOFT estará eximida de la obligación de proveer los servicios y el CLIENTE no podrá derivar ningún derecho adicional por esta obligación.

En el caso de un incumplimiento de pago y un vencimiento fallido de un período de pago adicional razonable además de otras dudas justificadas de la capacidad de pago o solvencia crediticia del CLIENTE, COMSOFT tiene el derecho, además de derechos adicionales, de solicitar un pago por adelantado por entregas o servicios no realizados y considerar adeudados todos los reclamos que hayan surgido por la relación comercial.

Si COMSOFT no ejecuta de forma oportuna los servicios que deba realizar, el CLIENTE puede solamente anular o dar por terminado el contrato, después del vencimiento fallido de un período de gracia razonable de, por lo menos, cuatro semanas, excepto si la imposición de una fecha límite no fuera necesaria por motivos regulatorios se aplica de forma correspondiente. En el caso de la red MEVA III, el CLIENTE debe considerar que la terminación de un contrato de un solo sitio de red afectará los circuitos de servicios de otros sitios en los que se perderán los circuitos. Por tanto, COMSOFT no podrá responsabilizarse por falta de servicio en otros sitios de red relacionados.

(11) Reclamos debido a defectos

En el caso de la venta de componentes técnicos, se aplicarán las siguientes estipulaciones:

El CLIENTE deberá informar a COMSOFT por escrito por cualquier defecto aparente, sin demoras, pero, por lo menos, en un plazo de diez días después de su recepción y de la forma más detallada posible. Si un defecto no se reconoce mediante la primera inspección pero se vuelve aparente posteriormente, se debe enviar una notificación escrita en un plazo máximo de diez (10) días después de tal

descubrimiento.

Se excluyen todos los reclamos basados en defectos, en caso de que haya un leve desvío de la condición acordada o en el caso de un deterioro leve en cuanto a capacidad de uso. Se excluye la garantía por objetos usados.

Este párrafo se aplica solamente al CLIENTE que está optando por la "Opción de compra de equipos". Si el CLIENTE escoge la "Opción de arriendo de equipos", no se aplicará la cláusula a tales equipos.

COMSOFT no se responsabiliza con base en sus propias declaraciones públicas ni aquellas del fabricante ni sus agentes, en la medida en que el CLIENTE no pueda demostrar que tales declaraciones influyeron en su decisión de compra, y también si COMSOFT no conocía las declaraciones o si no se podía razonablemente esperar que conociera tales declaraciones o si se hubieran corregido las declaraciones a la fecha de la decisión de compra.

La garantía de COMSOFT dejará de aplicarse a los cambios o ampliaciones de los servicios o artículos entregados que el CLIENTE haga por su cuenta o por medio de terceros, excepto si el CLIENTE demuestra que el cambio o expansión no fue la causa del defecto. COMSOFT no se responsabiliza por defectos que se relacionen con el uso inadecuado o términos de uso inapropiados o el uso de medios incorrectos de operación por parte del CLIENTE.

Si el CLIENTE solicita una ejecución posterior debido a un defecto, COMSOFT puede a su criterio retirar el defecto o proveer un objeto libre de defectos como un reemplazo. El derecho del CLIENTE de disminuir el precio de compra o anular el contrato en caso de una ejecución fallida posterior se mantendrá no afectado.

A solicitud de COMSOFT, el CLIENTE tiene la obligación de declarar por escrito en un período razonable, pero máximo en un plazo de 14 (catorce) días después de la solicitud, que está anulando el contrato debido a un incumplimiento de un obligación contractual o que da por terminado el contrato y/o que insiste en el pago de perjuicios o reembolso de gastos, en reemplazo del servicio, o que insiste en la entrega o servicio.

Los reclamos debido a defectos están sujetos a un período de limitación de 12 (doce) meses a partir de la entrega. Esto no se aplica, si el párrafo 1 de § 479 del Código Civil de Alemania estipula períodos más largos o si COMSOFT es responsable debido a acciones intencionales o el ocultamiento fraudulento de un defecto. Esto no producirá la revocatoria ni cambio de parte encargada de la carga de prueba. Las estipulaciones regulatorias obligatorias sobre la suspensión, la suspensión demorada o el reinicio del período de limitación tampoco se modificarán.

Si hay una notificación de defecto (mencionado por el CLIENTE o COMSOFT), que sea causado por el equipo que pertenezca al CLIENTE, COMSOFT no estará sujeto a sanciones por la interrupción del servicio durante la duración de tal evento.

Los reclamos por perjuicios y reembolso de gastos permanecerán iguales en la medida en que no se excluyan ni limiten por el párrafo 11.

(12) Responsabilidad civil

La responsabilidad total de COMSOFT por cada evento se limita al monto máximo tal como lo especifique la póliza de seguros de responsabilidad civil profesional de COMSOFT (cinco millones de Euros).

(13) Estipulaciones finales

Para ceder sus derechos según este contrato, el CLIENTE requiere el consentimiento previo y por escrito de COMSOFT.

El CLIENTE le otorga a COMSOFT el derecho de presentar el sistema, que es el objeto del contrato, como una instalación de referencia, con fines publicitarios (por ejemplo, en prospectos, folletos, listas de referencia, etc.) y después de una coordinación previa de una fecha con el CLIENTE, presentarlo a CLIENTES de COMSOFT como si se tratara de una instalación de demostración.

**APPENDIX D
FOLLOW-UP TO MEVA III CONTRACT DEVELOPMENT**

MEVA Member	Required Contract (Eng/Spa)	Contract status		Observations Inform if: leased/purchase ICAO contract/ individual contract Single/dual chain configuration Additional items like spare parts, etc.	Concerns in Contract
		Awaiting Comsoft's response	Target date of Contract signature TMG 27 agreement: end of February		
Aruba	Eng	On going	May 2014	Leased option Individual Contract Dual chain configuration UPS Option Measuring Equipment & Tools option	
Cuba	Spa	TCB to contact Comsoft	June/July 2014?	Single chain Leased Option Spare Parts	Contract through ICAO TCB
Dominican Republic	Spa	On going	May 2014	Leased option Individual Contract Dual chain configuration Spare Parts	
USA	Eng	OK under legal revision	Draft by TMG/28	Leased Option Dual Chain	
Haiti	Eng	On going	May 2014	Leased option Individual Contract Dual chain configuration	
COCESNA	Spa	On going	May 2014	Leased Option Single Chain Individual Contract	
Mexico	Spa	Awaiting revised Spanish Contract	June 2014?	Leasing Option Dual Chain	
Sint Maarten	Eng	LEGAL review	June 2014?	Leased Option Single Chain	
Jamaica	Eng	LEGAL review	June 2014?	Leased Option Single Chain Spare Parts	
Cayman Islands	Eng	Under initial review	June 2014?	Leased option Individual contract Single chain configuration Spare Parts Measuring Equipment & Tools (to support 1 st level mtce.)	
Bahamas, Freeport	Eng	On going	May 2014	Leased option Individual contract	

				Single chain	
Bahamas, Nassau	Eng	On going	May 2014	Leased Option Individual contract Single chain	2 new nodes included: Moss Town (Exuma) and Marsh Harbour
Curaçao	Eng	On going	May 2014	Leased option. Individual contract Single chain	
Panama	Spa	TCB to contact Comsoft	June/July 2014?	Leased option Single chain Spare parts	Contract through ICAO TCB
REDDIG	Spa	On going	May 2014		Pricing format requested as well as separate equipment quote

	Good- expect by May 2014		Delay- need to take action		URGENT: IMMEDIATE ACTION is needed.
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Review: 12 May 2014