



EMAIL SERVICE ADDENDUM

BILLING INFORMATION				
Company: (Please Print)		Contact Name (if corporate customer)		
Address		Title		
Address		Business Phone		
City	State	Zip	Fax Number	
Purchase Order #: (If Applicable) _____ Form of Billing: (Check One) <input type="checkbox"/> Credit Card or <input type="checkbox"/> Monthly Invoice Invoice Billing Address (if different from above): _____ _____ If more than one aircraft is equipped, check one: <input type="checkbox"/> a consolidated invoice, or <input type="checkbox"/> an individual invoice per aircraft		Email _____ If Billing to Credit Card: <input type="checkbox"/> American Express <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa Credit Card # _____ Expiration Date _____		
OPERATIONS INFORMATION				
Operations Contact Name/Title		Company Name	Business Phone	Fax Number
Address		City	State	Zip
EQUIPMENT INFORMATION				
Aircraft Make/Model		Aircraft Serial Number	Tail Number	
<input type="checkbox"/> Lease For Hire		<input type="checkbox"/> Private Aircraft	<input type="checkbox"/> Company Aircraft	
Number of direct uplink numbers required: _____		MagnaStar™ ARTU Serial # MSA _____		(mandatory)
CUSTOMER ACKNOWLEDGES AND AGREES THAT BY SIGNING BELOW THAT CUSTOMER IS AGREEING TO THE TERMS AND CONDITIONS HEREAFTER SET FORTH ON THIS PAGE AND THE BACK OF THIS EMAIL SERVICE ADDENDUM.				
Signature			Date	

LiveTV Airfone, Inc. ("LiveTV Airfone™") has developed a carry-onboard "Laptop" device with pre-installed software to allow Wi-Fi enabled "transmitting personal electronic devices" ("TPEDs") to access email services in flight on MagnaStar™ equipped aircraft operating on the LiveTV Airfone™ air-ground network (the "Product").

TERMS AND CONDITIONS:

1. Responsibilities of Customer:

- (a) Provide all applicable compliance to include the Product (including the laptop and pre-installed software provided by LiveTV Airfone™), non-interference through ground and/or flight test including but not limited to the US Federal Aviation Administration.
- (b) Customer must have an active LiveTV Airfone™ service account and provide, maintain and ensure that all MagnaStar equipment is operational and in compliance with all applicable Federal Communications Commission (FCC), the Federal Aviation Administration (FAA), and other rules and regulations. LiveTV Airfone™ is not liable for the operation or maintenance of any MagnaStar equipment.
- (c) Use the Product only when aircraft is above 10,000 feet;
- (d) Restrict use of the Product to non-flight critical and operational applications;
- (e) Generate all required procedures required for TPED including but not limited to operation, termination of use, and notification of interference; and
- (f) Customer shall indemnify, defend and hold LiveTV Airfone™ harmless from and against any and all present and future liabilities, damages, losses, demands, fines, penalties, thefts, suits, judgments and claims of any kind whatsoever, including all costs, expenses and reasonable attorney's fees incidental thereto brought by third parties, which are or may be suffered by, accrue against, be charged to, or recoverable from LiveTV Airfone™ arising from (i) a breach by Customer of its obligations hereunder, or (ii) use of the Product.

(g) Customer shall be responsible for payment to LiveTV Airfone™ of all usage, activation, reactivation and monthly minimum service charges incurred under this Email Service Addendum. Usage, activation, reactivation and monthly minimum service charges shall be billed, either directly to the Customer or through a Customer designated commercial credit card. Customer shall pay to LiveTV Airfone™ the charges set forth on the "Rate Sheet" supplied to Customer outlining service fees appropriate for the rate plan selected, activation fees, reactivation fees and the monthly minimum service charge (plus applicable taxes). Rate plans and the "Rate Sheet" outlining usage, activation, reactivation and monthly minimum service charges may be modified from time to time by LiveTV Airfone™ in its sole discretion. Customer shall be notified of changes in writing sent to the address provided on Email Service Addendum, unless such address is changed pursuant to Section 7(e). LiveTV Airfone™ reserves the right to require Customer to make a deposit at any time for the continuation or restoration of service. Prices are exclusive of all federal, state, municipal or other governmental excise, sales, use, occupational, or like taxes and all such taxes, present and future, applicable to the services shall be billed to and paid by the Customer. Late payments shall be subject to interest at the lesser of (i) 18% per annum, or (ii) the maximum rate permitted by law.

(h) Product is sold only for use on the LiveTV Airfone™ air-ground network.

2. Term and Termination.

(a) The initial term of Email Service Addendum shall commence on the Activation Date and shall end one year later ("Initial Term"). The term of Email Service Addendum shall be extended automatically on a year-to-year basis (an "Extension") unless terminated by either party as hereinafter provided. Execution of Email Service Addendum and activation of the account will constitute Customer's acceptance of Email Service Addendum.

(b) Either LiveTV Airfone™ or Customer may cause Email Service Addendum to terminate at the end of the initial Term or any Extension by giving written notice of such termination to the other party at least ten (10) days prior to the end of the initial Term or any Extension. However, LiveTV Airfone™ shall have the right to terminate Email Service Addendum at any time should Customer fail to pay LiveTV Airfone™ in accordance with Section 8 hereinabove or at any time after the Initial Term.

3. Service Availability. Upon the purchase of the Product, LiveTV Airfone™ will provide Customer access via the LiveTV Airfone™ air-to-ground services for use in conjunction with the Product and Customer's MagnaStar equipment within the areas effectively served by LiveTV Airfone™ in the continental US. The areas effectively serviced are subject to transmission limitations caused by atmospheric and other natural or artificial conditions. LiveTV Airfone™ shall assume no responsibility to Customer for marginal transmissions arising from or related to, whether in concert with other conditions or as the sole contributing factor, interruptions or limitations caused by any natural, atmospheric or artificial causes. Services are furnished in accordance with any applicable tariff and regulatory requirements, including but not limited to being subject to the condition that there will be no abuse or fraudulent use thereof. Any attempt to abuse or to fraudulently use the LiveTV Airfone™ Service by Customer shall be deemed a material breach of Email Service Addendum and may result in the immediate suspension or cancellation of the LiveTV Airfone™ Service.

4. **DISCLAIMER OF WARRANTIES. THE PRODUCT (INCLUDING THE SOFTWARE, IF ANY, AND DOCUMENTATION) IS PROVIDED HEREUNDER "AS IS". LIVETV AIRFONE™ MAKES AND CUSTOMER RECEIVES NO WARRANTIES IN CONNECTION WITH THE PRODUCT, OR MODIFICATIONS OR IMPROVEMENTS THERETO, DELIVERED HEREUNDER, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF EMAIL SERVICE ADDENDUM OR COMMUNICATION BETWEEN LIVETV AIRFONE™ AND CUSTOMER. LIVETV AIRFONE™ SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.**

5. **Ownership and License.** Customer acknowledges that the Product design and documentation, if any, and the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) are owned by LiveTV Airfone™. Customer agrees not to (i) copy, modify, or reverse engineer the Product hardware or design, make derivative works based upon the Product, or use the Product to develop any products, without prior written approval of LiveTV Airfone™, or (ii) sell, license, rent, or transfer the Product to any third party. The software is licensed, not sold. Email Service Addendum only gives you some rights to use the software. LiveTV Airfone™ reserve all other rights.

6. **LIMITATION OF LIABILITY. LIVETV AIRFONE™ SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO COMPENSATORY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ON ACCOUNT OF THE LOSS OF DATA, INSTALLATION DAMAGES TO LOCATION' STRUCTURE OR FOR ANY REASON WHATSOEVER. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT LIVETV AIRFONE™ CANNOT AND WILL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE, INCLUDING BUT NOT LIMITED TO SOFTWARE AND/OR HARDWARE FAILURES OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA, PHYSICAL DAMAGES OR DISRUPTION OF SERVICE.**

7. Miscellaneous.

(a) The validity, interpretation, and performance of Email Service Addendum shall be controlled by and construed under the laws of the State of Florida, as if performed wholly within the state and without giving effect to the principles of conflict of law.

(b) No waiver of rights under Email Service Addendum by either party shall constitute a subsequent waiver of this or any other right under Email Service Addendum. All claims must be brought within twelve (12) months following the date such claim arose.

(c) Customer shall not assign, in any manner, its right, obligation or interest in or under Email Service Addendum without the prior written consent of LiveTV Airfone™.

(d) In the event of a breach, the breaching party will pay to the other party any reasonable attorneys' fees and other costs and expenses incurred by such other party in connection with the enforcement of any provisions of Email Service Addendum.

(e) All notices required or permitted under Email Service Addendum will be in writing and will be delivered as follows (and deemed given when): (a) delivered personally; or (b) two (2) days after deposit with a commercial express air courier specifying next day delivery, with written verification of receipt. All communications will be sent to parties to the addresses first set forth above set forth in the cover sheet of Email Service Addendum, or to such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph.

(f) Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

(g) Email Service Addendum shall bind and inure to the benefit of the successors. No assignment by either party is permitted without the prior written consent of the other party.

(h) The paragraph headings herein are for reference only and are not to be used to interpret Email Service Addendum. Customer represents that the individual executing Email Service Addendum on Customer's behalf is duly authorized to do so.

(i) Email Service Addendum constitutes an addendum to the Service Agreement already in place between the parties and in the event of conflict between this Email Service Addendum and the Service Agreement, the terms of this Email Service Addendum will prevail.