



# SERVICE AGREEMENT

BILLING INFORMATION: COMPANY	
Company Name (Please Print)	Contact Name
Address	Title
Address	Business Phone
City State Zip	Fax Number
	Email
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, does customer want: (Check One) <input type="checkbox"/> a consolidated invoice, or <input type="checkbox"/> an individual invoice per aircraft	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)	

FINANCIAL RESPONSIBILITY	* OFFICIAL DEALER USE ONLY *	
I hereby certify that the information provided is accurate to the best of my knowledge. I have read and accept the terms and conditions on <b>both sides</b> of this agreement, and authorize LiveTV Airfone or its agents to check my credit in order to process this application.	<b>DEALER CONTACT</b>	
_____ I will be personally responsible for payment of all charges on this account. (Initials)		Name _____
_____ My company will be responsible for payment of all charges on this account and I am duly authorized to sign on behalf of my company or I have had an authorized person sign below.		Company _____
_____		Address _____
User Signature _____ Date _____		Phone Number _____
Authorized Signature _____ Date _____		Fax Number _____
Authorized Signature Title _____ Phone Number _____	Delivery date of installed aircraft _____	

ATTENTION DEALER!

Please complete this agreement in its entirety, initial the 2<sup>nd</sup> page, and FAX both pages of this agreement to LiveTV Airfone at 1-800-815-2535.

Then mail the original to LiveTV Airfone at 2809 Butterfield Road, Oak Brook, IL 60523. Call us at 1-800 AIRFONE (1-800-247-3663) regarding any questions you may have.

**LiveTV Airfone**  
**SERVICE AGREEMENT FOR MAGNASTAR® SYSTEM OWNERS**

- (1) **PARTIES:** This Service Agreement (this "Agreement") is made by LiveTV Airfone, Inc. ("LiveTV Airfone"), on behalf of its affiliates and subsidiaries, as provider of a terrestrial based public air-to-ground telephone service (the "Airfone Service") which permits interconnection with the terrestrial and satellite telephone networks on aircraft. LiveTV Airfone operates the Airfone Service under a license issued by the Federal Communications Commission to serve the business ("Customer") identified on the front of this Agreement. This service is available for business customers only.
- (2) **SERVICES:** Subject to the terms and conditions herein, LiveTV Airfone will provide to Customer the following services: normal voice, Speed Dial voice, downlink voice responding to an uplink page, data, fax and 3-way conference calling while the MagnaStar equipment onboard the aircraft is located in the continental US terrestrial system and accessible by LiveTV Airfone's ground station network. Said services will be provided in accordance with the fees outlined in Section 6 hereof.
- Subject to the terms and conditions herein and until further notice from LiveTV Airfone, the following services will be provided to Customer at no additional charge: Intra-cabin calls, uplink registration and uplink paging.
- (3) **SERVICE AVAILABILITY:** Upon the purchase of a MagnaStar® System, LiveTV Airfone will provide Customer access to air-to-ground telephone and related services defined in Section 2 ("Services") 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 this Agreement and may result in the immediate suspension or cancellation of LiveTV Airfone Service.
- Technical support for Customer shall be available 7 days a week, 24 hours a day, excluding scheduled maintenance, required repair, events caused by Customer's actions or inactions, and other events beyond the control of LiveTV Airfone.
- (4) **MAGNASTAR EQUIPMENT:** Customer must provide and maintain all MagnaStar Equipment and ensure that it is technically and operationally compatible with the Services outlined in Section 2 hereinabove 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. The operating characteristics of all MagnaStar Equipment require that it be used only with the LiveTV Airfone Service.
- (5) **ACCESS:** Service access and availability will be provided by means of establishment and activation of a LiveTV Airfone account. To activate the account, Installer should contact LiveTV Airfone Customer Care Center at 1-800-AIRPHONE (1-800-247-3663). Prior to activation, LiveTV Airfone will assign LiveTV Airfone numbers, formatted as a telephone number for uplink calling (there can be one telephone number for each handset on each aircraft). Customer's account must be activated by LiveTV Airfone before calls can be made. LiveTV Airfone reserves the right to change or deactivate any or all such numbers upon termination of this Agreement or as otherwise provided herein.
- (6) **COST OF SERVICE:** Customer shall be responsible for payment to LiveTV Airfone of all usage, activation, reactivation and monthly minimum service charges incurred under this Agreement. 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 air-to-ground telephone usage fees appropriate for the rate plan selected, activation fees, reactivation fees and the monthly minimum service.
- (7) **DEPOSIT:** At LiveTV Airfone's sole option, Customer's account may be activated at the completion of a credit check. LiveTV Airfone reserves the right to require Customer 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 this Agreement, unless such address is changed pursuant to Section 17(f), to make a deposit at any time for the continuation or restoration of service.
- (8) **PAYMENT:**
- (A) Customer can elect to have all usage charges directly billed to a credit card or can elect to have LiveTV Airfone invoice Customer on a monthly basis for usage, activation, reactivation and monthly minimum service charges. If Customer has more than one aircraft, Customer may elect to consolidate billing to a single invoice. Payment for usage and monthly minimum service charges shall be due within twenty (20) days after the invoice date and payment of activation and reactivation charges shall be due prior to service activation or reactivation, as applicable. Late payments shall be subject to interest at the lesser of (i) 18% per annum, or (ii) the maximum rate permitted by law. If timely payment is not received in the full amount of the invoice, LiveTV Airfone may, at its sole option and without limiting any other remedy available under the law, disconnect Customer from service and terminate this Agreement. Customer may then be required to pay a reconnection charge for service restoration. Customer shall be liable to LiveTV Airfone for any and all costs and fees, including but not limited to, collection and actual attorney fees and costs, associated with the collection of service charges from Customer. Customer hereby authorizes LiveTV Airfone to charge its credit card for all outstanding fees, costs and charges if this Agreement is terminated or service is disconnected.
- (B) Customer may override (direct) master account billing if a card reader is present, by swiping a credit card number before the default billing option is exercised or a card number may be manually entered via the handset. If Customer overrides the direct billing to the account, phone calls so placed will be subject to commercial rates, and will not be eligible for any applicable volume discounts attributable to the General Aviation Aircraft and such calls shall not be counted toward the monthly minimum service charge. Tariff will be provided verbally upon request.
- (C) Should Customer sell or otherwise transfer ownership of the aircraft upon which the MagnaStar equipment is installed or the MagnaStar equipment itself, Customer will continue to be responsible for all charges made through the date LiveTV Airfone received written notice from Customer that ownership has transferred, irrespective of the actual date of transfer. LiveTV Airfone is under no obligation to continue service if the aircraft or MagnaStar equipment is transferred by Customer.
- (9) **TAXES:** Prices are exclusive of all Federal, State, Municipal or other Government, 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.
- (10) **TERM AND TERMINATION:**
- (A) **Term** The initial term of this Agreement shall commence on the Activation Date and shall end one year later ("Initial Term"). The term of this Agreement shall be extended automatically on a year-to-year basis (an "Extension") unless terminated by either party as hereinafter provided. Execution of this Agreement and activation of the account will constitute Customer's acceptance of this Agreement.
- (B) **Termination** Either LiveTV Airfone or Customer may cause this Agreement 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 this Agreement at any time should Customer fail to pay LiveTV Airfone in accordance with Section 8 hereinabove or at any time after the Initial Term.
- Termination by Customer or notice of transfer of aircraft ownership must be made in writing to the LiveTV Airfone Customer Care Center, located at 2809 Butterfield Road, Oak Brook, IL 60522, effective on date of receipt, unless a later date is specified in the notice. In the event LiveTV Airfone is unable to locate Customer, notice to Customer will be deemed given on the date of mailing to Customer's last known address. During the term of this Agreement or any Extension, Customer must provide written notice to LiveTV Airfone of any address changes at LiveTV Airfone's address noted in this paragraph.
- (11) **CUSTOMER SATISFACTION:** LiveTV Airfone stands behind the quality of its service. Subject to Section 12, if at any time Customer is dissatisfied with the telephonic quality of a LiveTV Airfone call, dial "0" while in flight for LiveTV Airfone Customer Service or after disembarking, dial 1-800-AIRPHONE (1-800-247-3663) and LiveTV Airfone will credit the call.
- (12) **LIMITATION OF LIABILITY:** LiveTV Airfone shall not be liable to Customer for interruptions caused by failure of equipment or services not provided by LiveTV Airfone; failure of communications, power outages, or other interruption not within the complete control of LiveTV Airfone; nor shall LiveTV Airfone be liable for performance deficiencies caused or created by Customer's equipment. LiveTV Airfone's performance under this Agreement shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, or other conditions or circumstances beyond its reasonable control, or act or failure of Customer or any third party using the Service. LiveTV Airfone shall not be liable to Customer if changes in operation, procedures or service require modification or alteration of Customer's equipment, render the same obsolete or otherwise affect its performance. IN NO EVENT SHALL LIVETV AIRPHONE BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER LIVETV AIRPHONE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF LIVETV AIRPHONE TO CUSTOMER FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, DISTRIBUTION OF SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE AFFECTED SERVICE IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL LIVETV AIRPHONE'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER. LIVETV AIRPHONE MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE AIRPHONE SERVICE, AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE. THE WARRANTY OF MERCHANTABILITY AND ANY OTHER WARRANTY IMPLIED BY LAW.
- (13) **REGULATION:** This Agreement shall at all times be subject to change or modification required to comply with the regulatory authority of the Federal Communications Commission or any other authorized governmental agency and in the event of any change resulting in increased fees, charges, taxes, use fees or charges of any type by such authorities or agencies, Customer shall be responsible for any such amounts when billed by LiveTV Airfone.
- (14) **NON-WAIVER:** Failure of either party to this Agreement to enforce any right shall not constitute a waiver of such right or of any other right, whether of a similar or dissimilar nature, and shall not prohibit the exercise of the same right at a future date.
- (15) **CONTROLLING DOCUMENT:** THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT SUPERSEDE ANY OTHERS, INCLUDING PRIOR OR CONTEMPORANEOUS REPRESENTATIONS OF SALES REPRESENTATIVES OR OTHER PERSONNEL OF LIVETV AIRPHONE WHETHER ORAL OR WRITTEN.
- (16) **LIVETV AIRPHONE'S PROPRIETARY RIGHTS:** Customer has no proprietary right to any telephone number or air-to-ground service. LiveTV Airfone reserves the right to change systems, air-to-ground service, unit numbers or telephone numbers as it considers necessary in the exercise of its sole discretion.
- (17) **GENERAL PROVISIONS:**
- (A) Customer acknowledges LiveTV Airfone's right to change the technical configuration of its air-to-ground service and system and Customer also acknowledges that there are no warranties of any kind extended with respect to air-to-ground service and all air-to-ground service is provided "AS-IS".
- (B) Customer agrees to comply with all applicable laws, rules, regulations and tariffs. Customer further agrees not to attempt to alter or modify any equipment, which provides access to the LiveTV Airfone Service.
- (C) Customer hereby further agrees to indemnify LiveTV Airfone and hold LiveTV Airfone harmless from all suits, liabilities, costs and claims of any kind made by, through or on behalf of any User. Other than as set forth herein with respect to permitted users, Customer may not transfer or assign this Agreement without the prior written consent of LiveTV Airfone and any attempted transfer or assignment by Customer without said consent is void.
- (D) The paragraph headings herein are for reference only and are not to be used to interpret this Agreement. Customer represents that the individual executing this Agreement on Customer's behalf is duly authorized to do so.
- (E) This Agreement shall be governed in all respects by the internal laws of the State of Florida, without regard to its conflict of laws provisions and venue for all actions related to the subject matter hereof shall exclusively be vested in the courts of the State of Florida in and for Brevard County, Florida and the U.S. District Court in and for the Middle District of Florida.
- (F) If either party changes its address during the term hereof, it shall so advise the other party in writing and any notice thereafter required to be given shall be given to such new address.
- (18) **CPNI:** In the course of providing service to Customer, LiveTV Airfone will obtain and maintain (i) information relating to the quantity, technical configuration, type, destination, location and amount of use of LiveTV Airfone's services and (ii) information contained in the bills pertaining to LiveTV Airfone's services (collectively "customer proprietary network information" or "CPNI"). LiveTV Airfone uses this information and shares this information with its parent corporation, LiveTV, LLC, to provide and bill for services of LiveTV Airfone and to monitor and maintain the proprietary network.
- (19) **CUSTOMER USE OF ACCOUNT REPRESENTATIVES:** LiveTV Airfone provides Customer access to certain CPNI (as defined in paragraph 18), including call detail information, through a dedicated account representative and shall provide Customer with that representative's name and telephone number. Customer's identity for purposes of access to CPNI shall be authenticated by the account representative.
- (20) Refunds and adjustments will be handled on a case-by-case basis. For inquiries of this nature, contact LiveTV Airfone Customer Care 1-800-247-3663.

Magnastar is a registered trademark of the Raytheon Company

Initials \_\_\_\_\_