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## **Subscriber Agreement**

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### **Subscriber Agreement**

*This Agreement was Last Revised on June 11, 2007*

Thank you for choosing HughesNet®! PLEASE READ THIS SUBSCRIBER AGREEMENT CAREFULLY, AS IT CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND HUGHES NETWORK SYSTEMS, LLC. BY APPLYING FOR OR ESTABLISHING AN ACCOUNT WITH HUGHES NETWORK SYSTEMS, LLC, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

#### **Subscriber Agreement Organization**

This Subscriber Agreement is organized into five "Parts":

Part I – The Service, Your Subscription and This Subscriber Agreement;

Part II – Payment;

Part III – Permitted Use and Restrictions on Use;

Part IV – Grant of Important Rights by You to Us, and Important Disclaimers, Acknowledgments and Obligations

Part V – General (Note: Although located at the end of this Subscriber Agreement, these terms are important.).

#### **PART I – THE SERVICE, SUBSCRIBERSHIP AND THIS SUBSCRIBER AGREEMENT**

##### **1. THE SERVICE.**

Hughes Network Systems, LLC ("HNS") provides a two-way, satellite-based Internet access solution that carries information between the Internet and your personal computer (the "Service").

##### **1.1. COMPOSITION OF THE TERMS OF SERVICE.**

This Subscriber Agreement and the HughesNet Subscriber Privacy Policy collectively make up the HughesNet Terms of Service. The HughesNet Terms of Service govern your HughesNet subscription and your use of the HughesNet Service and any other HughesNet services (as defined below). Certain features and services offered by HNS and its suppliers contain additional terms or guidelines that supplement this Subscriber Agreement and, along with this Subscriber Agreement, will govern the use of those services. You will have an opportunity to review the additional terms before you sign up

or use those services.

## 2. MODIFICATIONS; RIGHTS OF CANCELLATION OR SUSPENSION.

### 2.1. MODIFICATION OF THIS SUBSCRIBER AGREEMENT; NOTICES.

HNS may revise this Subscriber Agreement (the "Agreement") at any time by posting the modified version to <http://subagree.hughesnet.com>. Although HNS may choose to provide you with individual notice of material modifications to the Agreement, it has no obligation to do so. In the event you do not agree to such revisions, you must cancel your subscription and stop using the Service prior to the effective date of such modifications or, if no effective date is provided, within thirty (30) days after such modifications are first posted on the Hughes Website at [www.hughes.com](http://www.hughes.com) (the "Website"). Your continued use of the Service after the effective date of such modifications constitutes your full acceptance of such modifications.

### 2.2. MODIFICATION OF THE SERVICE.

HNS may discontinue, add to or revise any or all aspects of the Service in HNS' sole discretion, with or without notice, including without limitation access to support services, publications and any other products or services ancillary to the Service. For purposes of illustration and not limitation, HNS may: (a) establish and enforce limitations concerning use of the Service, e.g., the maximum number and/or size of email messages that may be sent from or received by an account on the Service, and the maximum amount of bandwidth that may be used by a single user or a single account; (b) take any action that HNS deems appropriate to prevent and/or delete bulk email; (c) delete old email messages from any account; (d) quarantine or delete messages or content suspected of containing viruses or other malware; (e) refuse to process email or instant messages that fit criteria defined by us; or (f) modify any user setting. In the event that HNS makes any changes to the Service or its availability, HNS may, but is not required to, notify you.

### 2.3. TERMINATION BY SUBSCRIBER.

In the event that HNS modifies this Agreement, the Service or related pricing or billing terms, you may immediately terminate your account and this Agreement. Subject to your payment of the termination charges herein described, you may also do so at any other time and for any reason on written notice to HNS. You must terminate this Agreement in accordance with the terms and conditions specified herein; failure to do so may delay or prevent us from knowing that termination was intended. Failure to terminate in accordance with this Agreement may result in your continued liability for all fees and charges associated with your Service account until such time as the Agreement has been properly terminated or HNS has acknowledged such termination in writing. In the event you cancel your subscription to the Service prior to the expiration of the minimum commitment period specified for your applicable service plan, you may be subject to a service termination fee of up to \$300. The exact amount of termination charges which will apply is a function of when your account is terminated and the type

of Service Plan you are on. Information on early service termination charges can be found at [legal.HughesNet.com](http://legal.HughesNet.com), HughesNet Terms and Conditions.

If you wish to terminate your service, contact our Billing Department at 1-866-347-3292. Except as may be otherwise provided in this Agreement, cancellation of your Subscription is your sole right and remedy with respect to any dispute with HNS. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Agreement or HNS' enforcement or application of this Agreement; (2) any policy or practice of HNS, including the Fair Access Policy and the HughesNet Subscriber Privacy Policy, or HNS' enforcement or application of these policies; (3) the content available on the Service or the Internet or any change in content provided by HNS; (4) your ability or inability to access and/or use the Service; or (5) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods.

#### 2.4. TERMINATION OR SUSPENSION BY HNS.

HNS reserves the right to terminate or suspend your account and this Agreement at any time, with or without notice, in whole or in part, for any reason or no reason.

#### 2.5. CONTINUATION OF OBLIGATIONS.

Notwithstanding any cancellation or termination of this Agreement or your account, or any suspension or termination of access to or use of the Service, you will remain responsible for any obligations accrued up to the date of such action, including payment of any charges that may be due as a result of or in connection with such action(s).

### 3. WHO MAY USE THE SERVICE? – RESPONSIBILITY AND SUPERVISION.

#### 3.1. AGE AND ACCOUNT SETUP.

You represent that you are at least 18 years of age and have the right and ability to enter into this Agreement. You agree that you are responsible for installing, establishing and setting up, and for verifying and maintaining, the account, options, settings and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information. These account functions may be performed only by a person at least 18 years of age, without exception.

#### 3.2. MULTIPLE USE OF ACCOUNT.

Multiple members of your household may share a single ID number and account, if authorized by you to use the account. In addition, up to five (5) members of the same household may access the Service at any given time through the same ID number or account.

#### 3.3. INSTALLATION OF SUBSCRIBER EQUIPMENT.

You acknowledge and agree that HNS or its designated service provider may be

required to access your premises and/or computer system in order to install and maintain the components necessary for you to access the Service (the "Subscriber Equipment"). This may include opening your computer to install, repair or replace equipment or install software on your computer at your location. By accepting this Agreement and scheduling a service or installation visit, you hereby authorize HNS or its service provider to access your computer for the purpose of installing, repairing or replacing Subscriber Equipment for the purpose of facilitating your access to the Service. NEITHER HNS NOR ITS SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR PREMISES OR COMPUTER, OR LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER. HNS may check the version of the HughesNet software on your computer and, without any additional notice to you, may download and install on your computer updates to the HughesNet software. In addition, HNS may check the health and status of your computer to ensure that your configuration is optimized for use with the Service.

#### 3.4. SUBSCRIBER RESPONSIBILITY.

You shall be responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for goods or services purchased thereon, or any other expenses incurred as a result of any use of your account. You promise to pay the amounts billed for any such goods or services, along with any related fees, taxes and charges. Use of your account is limited to family members residing at your permanent residence. You acknowledge that you are aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by minors who use the Service through your account. You hereby ratify and confirm any obligations a minor using your account enters into or assumes and any promises or permissions such minor makes or gives. You agree to: (a) provide us with true, accurate, current and complete information about yourself; and (b) promptly update this information to keep it true, accurate, current and complete.

## PART II – PAYMENT

### 4. FEES AND PAYMENT.

#### 4.1. FEES, TAXES AND OTHER CHARGES.

You agree to pay, in advance, and in accordance with the provisions of the billing option you selected, any registration, activation and/or monthly fees, ISP service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect for the billing period in which those amounts are charged or incurred. You agree to pay all applicable taxes and Universal Service assessments related to your use of the Service or the use of the Service by

users of your account. Information on charges and surcharges (if any) that are to be paid to us and are incurred by you or by users of your account will be made available to you on the Website, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. HNS reserves the right to increase fees, surcharges, monthly subscription fees or to institute new fees at any time upon thirty (30) days prior notice. You understand and acknowledge that you may not receive a bill in the mail for your Service. Additional terms relating to pricing, billing and payment are set forth and available on the Website.

#### 4.2. PAYMENT.

Except where additional methods of payment are specifically required or permitted under applicable law or regulation or where HNS explicitly and in advance permits another method of payment, you agree that you will provide a major credit or charge card (i.e., MasterCard, Visa, American Express or Discover) that HNS may charge for all Service fees or other amounts payable under this Agreement. Additionally, you agree that HNS may pre-charge your monthly Service fee to the credit or charge card supplied by you during activation or subscription. You hereby authorize automatic credit or charge card billing by HNS for all such charges. You further agree that the charges described above will be billed to the credit or charge card that you have provided when you applied for the Service. YOU MUST PROVIDE CURRENT, COMPLETE, AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION IN ORDER TO KEEP YOUR ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER OR CREDIT CARD EXPIRATION DATE). CHANGES TO SUCH INFORMATION CAN BE MADE AT [WWW.MYHUGHESNET.COM](http://WWW.MYHUGHESNET.COM). IF YOU FAIL TO PROVIDE US WITH ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT HNS MAY CONTINUE CHARGING YOU FOR ANY SERVICE PROVIDED UNDER YOUR ACCOUNT, AND THAT YOU WILL BE RESPONSIBLE FOR ANY LATE FEES ASSOCIATED WITH HNS' INABILITY TO OBTAIN PAYMENT BASED ON BILLING INFORMATION YOU HAVE PROVIDED. You agree that all charges are considered valid unless disputed in writing within fifteen (15) days after the date you receive your credit or charge card bill. You agree that HNS will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

In the event that you used a debit card to activate your subscription, you authorize HNS to initiate debit entries to your checking or savings account, as the case may be, for payment of the monthly charge for the Service. HNS, pursuant to this authorization, will debit the monthly service charge for the Service from your account each month. In addition, HNS will deduct from your account any and all early termination charges arising from termination of your Service prior to its required minimum term. HNS will not be responsible for any overdraft or other third-party fees or penalties resulting from HNS debiting from your account any amount authorized by this Agreement or any other agreement between you and HNS. HNS will charge a return fee for each debit that is

declined by your bank. The return fee will vary from state to state and will be the maximum amount allowed in each state.

You acknowledge that the recurring debit authorized hereunder will purchase the Service and that Hughes will continue to debit monies from your account until you revoke this authorization by going online to [myHughesNet.com](http://myHughesNet.com) to change payment method or by mailing a written request to:

HughesNet Customer Service  
11717 Exploration Lane  
Germantown, MD 20876

Credit card payment is not required for residents of states where payment by credit cards may not be made mandatory. In the event that, for whatever reason, services charges are paid by you pursuant to a paper invoices to be prepared by HNS, HNS will charge you an additional administrative fee of \$5.00 per month. Further, in the event that checks submitted by you are returned for insufficient funds, or if your account is suspended for non-payment, and you wish to restore Services, in addition to other charges which may be applicable, you may be liable for an additional administrative charge of up to \$25. If you think a charge is incorrect or you need more information, you should contact our billing department. You must contact us within sixty (60) days after receiving the statement on which the error or problem appeared. HNS will make available to you a statement for each billing cycle showing payments, credit purchases and other charges. Payment of the outstanding balance is due in full each month, and may be billed in advance or pre-charged as set forth above. If your payment is not received by us before the next statement is issued, you may be charged interest on the delinquent balance at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, prorated on a daily basis. HNS may, but is not required to, accept partial payments from you. If partial payments are made, they will be applied to statements starting with the oldest outstanding statement. If you send us checks or money orders marked "payment in full" or otherwise labeled with restrictive endorsements, HNS can, but is not required to, accept them, without losing any of HNS' rights to collect all amounts owed by you under this Agreement. In the case of late payment or non-payment, you understand and agree that HNS may report such late payment or non-payment to the appropriate credit reporting agencies. If HNS chooses to use any collection agency or attorney to collect money that you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorneys' fees, and court costs, as provided by applicable law.

#### 4.3. COMMENCEMENT AND DURATION OF SUBSCRIBERSHIP FEES.

You acknowledge that a monthly subscription fee will apply for each and every month (or portion thereof) that you subscribe to the Service. Once you subscribe, your

account and payment obligations will continue until terminated as set forth herein.

## PART III – PERMITTED USE AND RESTRICTIONS ON USE

### 5. SOFTWARE LICENSE.

To facilitate your use of the Service, HNS may provide you with software and written materials including documentation (the “Software”). Subject to the terms of this Agreement, HNS grants you a limited personal, non-exclusive, non-sublicenseable and nontransferable license to use and display the Software on any machine(s) on which you are the primary user or which you authorize for use. Unauthorized copying of any portion of the Software, including software that has been modified, updated, or merged or included with the Software, as well as the documentation provided, is expressly forbidden. You may not sublicense, assign or transfer this license or the Software except as expressly permitted by HNS. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void. You agree that you shall not, nor shall you permit others to, copy, duplicate, reverse engineer, decompile, or create derivative works from the Software, in whole or in part, including any written materials provided in conjunction with the Software. HNS will occasionally provide automatic software and technology upgrades to improve the Service, such as virus and spam screening technologies, although these upgrades may not be consistent across all platforms and devices. You agree to accept and to take no action to interfere with such automatic upgrades, scanning, and related services.

### 6. SPECIFIC RESTRICTIONS ON USE OF THE SERVICE.

#### 6.1. PROHIBITED CONDUCT.

You agree to comply with the terms of the HNS Acceptable Use Policy, available at <http://aup.hughesnet.com>. Violations of the Acceptable Use Policy may result in suspension or termination of Service.

#### 6.2. HNS FAIR ACCESS POLICY.

To ensure fair Internet access for all HughesNet subscribers, Hughes maintains a Fair Access Policy (FAP). This policy establishes an equitable balance in Internet access for all HughesNet subscribers. Hughes assigns a download threshold to each service plan that limits the amount of data that may be continuously downloaded. The small percentage of subscribers who exceed this limit will experience a temporary reduction of speed.

#### 6.3. COMPLIANCE WITH LAWS.

You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Agreement.

#### 6.4. NO RESALE.

You agree not to reproduce, resell, transfer, trade, sublicense, or exploit for any commercial purposes your subscription to the Service, any portion thereof, or any capabilities or applications enabled by the Service (e.g., Voice over Internet Protocol service).

#### 6.5. ASSUMPTION OF RISK.

HNS may, but shall not have any obligation to, screen content transmitted through and stored on the Service for objectionable material and material that violates any law or regulation, the terms of this Agreement or the Acceptable Use Policy (collectively, "Objectionable Content"). HNS may, but shall not have any obligation to, remove from the Service or refuse to store or transmit any Objectionable Content. You agree to bear all risks associated with any and all content you use, transmit, or receive on or through the Service, and agree that you will not rely on any such content.

### PART IV – GRANT OF IMPORTANT RIGHTS BY YOU TO US, AND IMPORTANT DISCLAIMERS, ACKNOWLEDGMENTS AND OBLIGATIONS

#### 7. COPYRIGHT AND LICENSES.

HNS reserves all copyrights and other rights in and to any content available through the Service which is identified as, claimed by us as, or known by you to be, proprietary to HNS or its licensors (collectively, "Proprietary Content"). The Proprietary Content is protected under U.S. and international copyright laws, including as a collective work. All copying, modification, distribution, publication or other use by you, or by any user of your account, of any such content or other works is prohibited, except as expressly permitted by HNS.

#### 8. NO ENDORSEMENT.

HNS does not endorse or in any way vouch for the accuracy, completeness, truthfulness or reliability of any service, opinion, advice, communication, information or other content on or made available through the Service. Such content does not necessarily constitute or reflect the views or approval of HNS or any of its subsidiaries or affiliates.

#### 9. INTERNET.

YOU ACKNOWLEDGE THAT INTERNET SITES, AND USE OF THE INTERNET, MIGHT CONSIST OF, INCLUDE AND/OR PROVIDE ACCESS TO IMAGES, SOUND, MESSAGES, TEXT, SERVICES OR OTHER CONTENT AND MATERIAL THAT MAY BE UNSUITABLE FOR MINORS AND THAT MAY BE OBJECTIONABLE TO MANY ADULTS. YOU ACKNOWLEDGE THAT HNS IS NOT RESPONSIBLE FOR ANY SUCH CONTENT OR MATERIAL AND THAT ACCESS TO SUCH CONTENT AND MATERIAL THROUGH THE



SERVICE IS AT YOUR SOLE RISK.

#### 10. LIMITED WARRANTY ON EQUIPMENT.

HNS warrants to the original buyer that under normal use and wear the equipment used to access the Service (the "Equipment"), which includes the Indoor Unit (satellite modem), Power Supply, and Outdoor Unit (Antenna & Radio Assembly), will be free from defects in material and workmanship for a standard limited warranty term of 24 months\* from the date of activation. Any Equipment replaced or repaired under this warranty will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This warranty is not transferable.

If under normal use and wear, the Equipment becomes defective in materials or workmanship during the warranty period set forth above, HNS shall at its option and expense, perform one of the following:

- We will repair or replace the defective Equipment within thirty (30) days of the date the defective Equipment was returned to HNS' designated address at your expense, to cause it to comply with the terms of this Limited Warranty. Reconditioned replacement components, parts, units or materials may be used if the Equipment is repaired or replaced.
- If repair or replacement is not commercially practicable, we will return the original price paid by you for the defective Equipment. If service to the Outdoor Unit (satellite antenna and transmitter) is required, HNS will, at its expense, repair or replace it pursuant to the limited warranty for the first six months after installation. From six months to the end of your limited warranty period, HNS will cover the cost of the replacement equipment, but the cost of the on-site service technician visit, if necessary, will be paid by you. You may request a price estimate prior to the work, based on the type of the replacement. If your satellite antenna needs to be re-pointed after the first 6 months of service, a standard on-site visit fee will be charged to you. Reconditioned replacement components, parts, units or materials may be used if the Equipment is repaired or replaced.
- We may upgrade the Equipment to a later-generation product that performs the same function and complies with the terms of this Limited Warranty.

THESE ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR DEFECTS DURING THE WARRANTY PERIOD IN ANY EQUIPMENT COVERED BY THE LIMITED WARRANTY. To request Limited Warranty service you must contact HNS Customer Service, toll-free, at 1-866-347-3292 within the Limited Warranty period.

This Limited Warranty will be void in its entirety if the Equipment is serviced by anyone other than HNS or an HNS-Authorized Service Center. HNS neither assumes nor authorizes any Authorized Service Center or any other person or entity to assume any other obligation or liability beyond that which is provided for in this Limited Warranty. This Limited Warranty does not cover damage or affected operation of the above-referenced Equipment resulting from:

- Non-professional installation; re-pointing of the Antenna; removal, repair or disassembly of Equipment by anyone other than an HNS-Authorized Service Technician
- Failure to follow instructions
- Fire, flood, wind, lightning, earthquake or other acts of God
- Spills of food or liquids
- Problems with electrical power
- Misuse, abuse, accident, vandalism, alteration or neglect
- Use in combination with other external devices not manufactured or provided by HNS.

This Limited Warranty does not cover items in the following categories:

- Software provided by any party other than HNS
- External devices not manufactured or provided by HNS
- Any payments for labor or service to representatives or service centers not authorized by HNS

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, THE EQUIPMENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, HNS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE EQUIPMENT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE EQUIPMENT IS ASSUMED BY YOU.

No oral or written information or advice given by HNS, its dealers, distributors, agents or employees, shall create a warranty or in any way increase the scope of this warranty, and you may not rely on any such information or advice. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. All liability and obligations of HNS under this Limited Warranty shall terminate upon expiration of the applicable warranty period provided herein. To review your Equipment warranty period, visit the [product warranty table](#). This Limited Warranty sets forth the entire responsibility of HNS with respect to the Equipment. HNS shall have no further liability to you or to any third party arising from the sale of the products whether based on warranty, contract, negligence or other theories of liability. HNS SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE ARISING OUT OF HNS' BREACH OF THIS LIMITED WARRANTY, WHETHER SUCH DAMAGES AROSE IN CONTRACT OR TORT, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. In no event shall HNS liability exceed the amount paid by you for the Equipment.

\*Reference the [product warranty table](#) for your specific hardware and service plan to determine if other terms apply. Some warranty periods may be longer or shorter depending on your Equipment type.

11. DISCLAIMER OF WARRANTIES ON THE SERVICE AND EXCLUSION OF LIABILITY.

11.1. WARRANTY DISCLAIMER.

HNS DOES NOT OFFER ANY WARRANTY IN CONNECTION WITH THE SERVICE OR THE SUBSCRIBER EQUIPMENT. THE SERVICE IS MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HNS EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. YOU AGREE THAT YOUR USE OF THE SERVICE AND THE SUBSCRIBER EQUIPMENT, AND SUCH USE BY ANYONE USING YOUR ACCOUNT, IS AT YOUR SOLE RISK. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY HNS, ITS EMPLOYEES, DEALERS OR THE LIKE SHALL CREATE A WARRANTY.

#### 11.2. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER HNS NOR ANY OF ITS INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE WITHOUT LIMITING THE FOREGOING, IF FOR ANY REASON ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT THE MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY OF HNS, ITS DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES OR THIRD-PARTY CONTENT PROVIDERS, IF ANY, SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO HNS BY YOU FOR SERVICES FURNISHED UNDER THIS AGREEMENT FOR THE PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY AND RECTIFICATION OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE-(12-) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

Without limiting the foregoing, HNS shall not be responsible for (a) any failure to transmit or store, or for any deletion of, any communication, message, email, or content transmitted through, sent to, or received by the Service or HNS' servers; or (b) any modification, suspension, interruption, or discontinuance of the Service.

#### 11.3. FULL APPLICABILITY.

THE FOREGOING EXCLUSIONS OR LIMITATIONS OF LIABILITY APPLY REGARDLESS OF ANY ALLEGATION OR FINDING THAT A REMEDY FAILED OF ITS ESSENTIAL PURPOSE, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION NEGLIGENCE) AND EVEN IF HNS OR OTHERS ARE ADVISED OR AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR LIABILITY.

#### 12. INDEMNITY.

You agree to indemnify and hold harmless HNS against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys' fees, arising out of or related to this Agreement, any and all uses of your account, and your use of the Service. This includes, without limitation, responsibility for all such consequences resulting from actions by you or any user of your account in violation of this

Agreement, the Acceptable Use Policy, or any law or regulation.

13. LIABILITY FOR UNAUTHORIZED USE.

You agree to notify us immediately after you sell, give away or otherwise transfer your Equipment to anyone else. You are considered the registered recipient of the Service until HNS receives such notice, and you will be liable for any charges or fees incurred by the use of your Equipment by anyone else up to the time that HNS receives your notice, unless otherwise provided by State law. You may not assign or transfer your service without HNS' written consent. If you do, HNS may inactivate your service. If your Equipment is stolen or otherwise removed from your premises without your authorization you must notify HughesNet Customer Care Center immediately, or else you may be liable for payment for unauthorized use of your Equipment system. You will not be liable for unauthorized use after HNS has received your notification.

14. PROPRIETARY RIGHTS.

All copyright or other proprietary rights notices contained in or associated with the content available through the service must be preserved on any copies made of such material; provided, however, that no copies shall be made in violation of Section 7 or any other provision of this Agreement. The placement of copyrighted material in any public posting area, or any software library, without the consent of the copyright owner is prohibited. Nothing in this Agreement may be construed to convey to you any interest, title or license in the user ID, email address, Universal Resource Locator ("URL"), IP address, or domain name used by you in conjunction with the Service.

PART V – GENERAL

15. LIMITS ON TRANSFERS; NO RIGHT OF SURVIVORSHIP.

Unless otherwise agreed in writing, your right to use the Service, or to designate other users of your account, is not transferable and is subject to any limits established by HNS. Your right to use your user ID, email address, and other unique identifiers assigned to you by HNS shall terminate upon the termination of this Agreement. This Agreement will terminate immediately upon your death.

16. CHOICE OF LAW.

This Agreement is made in the State of Maryland. This Agreement and all of the parties' respective rights and duties in connection herewith, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Maryland, in the United States, excluding its conflicts of laws provisions. Any such controversy or claim shall be settled by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be held in Washington, D.C. The arbitrator will be an expert in the field of Internet services. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be no class action arbitration pursuant to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and it is acknowledged that this is a services contract and not a contract for the sale of goods. You agree that this Agreement is set forth in the English

language for the mutual convenience and benefit of the parties. A printed version of this Subscription Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Subscription Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### 17. ELECTRONIC DELIVERY POLICY AND YOUR CONSENT.

By applying for or using the Service, you consent to receive all agreements, disclosures, policies, notices and other information (collectively, Notices) provided by HNS or its affiliates via paper, aural, and/or electronic delivery at HNS' sole and absolute discretion. For purposes of example and not limitation, HNS may deliver or display Notices to you by email, pop-up window, or posting a message on the Service or the HNS Website. You agree that certain supplemental or enhanced services made available to subscribers may also have their own procedures for providing Notices.

#### 18. CONSTRUCTION AND DELEGATION.

Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. HNS may authorize or allow its contractors and other third parties to provide services necessary or related to making the Service available and to perform obligations and exercise HNS' rights under this Agreement, and HNS may collect payment on their behalf, if applicable. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.

#### 19. MISCELLANEOUS.

##### 19.1. Notice; Severability.

Where notification by HNS is contemplated by or related to this Agreement, notice may be made by any reasonable means, including without limitation email or publication over the Service. If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. Where an entire provision is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term.

##### 19.2. No Waiver.

HNS may enforce or decline to enforce any or all of the terms of this Agreement in its sole discretion without waiving its rights to enforce such provisions in the future. In no event shall HNS be required to explain, comment on, suffer liability for or forfeit any right based on its enforcement, non-enforcement or consistency of enforcement of these terms.

##### 19.3. Captions.

Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning.

##### 19.4. Statute of Limitations.

You agree that, regardless of any statute to the contrary, any claim or cause of action

arising from or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

20. ASSIGNMENT OF ACCOUNT.

HNS may sell, assign or transfer your account to a third party without notice to you.

21. ENTIRE AGREEMENT.

This Agreement, as published over the Service and available on the Website, as well as the additional online documents specifically referred to herein as being a part of this Agreement (e.g., the Acceptable Use Policy), constitute the entire and only agreement with respect to the subject matter hereof between you and HNS. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to the subject matter hereof except as expressly set forth in this document. By applying for or using the Service, you agree to the terms and conditions of this Agreement. This Agreement can be amended only in the manner expressly provided for herein.