

ORDER FORM

MSS INFORMATION SERVICE



CONTACT INFORMATION

Name

Title

Company

Address

City / State / ZIP code

Country

Email

Phone

ORDER OPTION

- US\$995 Individual company profile
 Inmarsat Globalstar
 MSV Orbcomm
 Iridium Thuraya
- US\$8,000 Annual subscription to information service
- US\$11,000 Annual subscription with 8 hours of bundled analyst time per quarter

The information service includes 6 company profiles (regularly updated), 3 exclusive reports on industry developments (Mar/Jul/Nov) (not sold separately) plus email updates on breaking news, and gives a 10% discount on purchase of other reports

Annual subscriptions are billed in two equal installments (first on receipt of order and second after six months). Cancellations are permitted with two months notice, in accordance with the attached contract. For more information, please contact us.

PAYMENT METHOD

- Check: attach a check in US dollars payable to Telecom, Media and Finance Associates, Inc.
- Wire transfer: please call for details
- Credit card: complete information below
- Mastercard Visa Amex

Name as it appears on the card

Billing address (if different from above)

City / State / ZIP code

Country

Signature and date

Credit card number

Expiration date (month/year)

RETURN THIS FORM BY FAX TO +1 650 839 0375 OR BY MAIL TO:
TMF ASSOCIATES, 3705 HAVEN AVENUE, SUITE 113, MENLO PARK, CA 94025
FOR MORE INFORMATION PLEASE CALL TIM FARRAR ON +1 650 839 0376 OR
EMAIL: TIM@TMFASSOCIATES.COM

Telecom, Media and Finance Associates, Inc. Terms of Business for Information Service

Scope

All work carried out by or under the direction of Telecom, Media and Finance Associates, Inc. (hereinafter referred to as “TMF Associates”) is subject to these Terms of Business. These terms may only be varied by agreement in writing, signed on behalf of TMF Associates and the Client.

Acceptance of Proposals

Proposals submitted by TMF Associates shall, unless otherwise stated therein, remain open for acceptance for a period of thirty days from the date of submission to the Client. Acceptance shall be valid only if made in writing, signed by, or on behalf of, the Client and countersigned by TMF Associates.

Sub-contractors

TMF Associates reserves the right to employ, discharge or replace any sub-contractor or employee of TMF Associates, carrying out work on the Service.

Fees and Expenses

All fees and expenses payable to TMF Associates by the Client shall be paid within 30 days of the date of each invoice submitted by TMF Associates, unless otherwise stated in the Proposal. Travel and other expenses shall be reimbursed to TMF Associates by the Client at cost. Unless otherwise stated in the Proposal all such payments shall be made in California in US dollars. The standard rate for mileage is the prevailing rate allowable as a business expense, as determined by the US Internal Revenue Service. When any expense to be reimbursed by the Client is incurred by TMF Associates in a currency other than US dollars, it shall, unless otherwise stated in the Proposal, be reimbursed in US dollars at the rate of exchange prevailing at the date when the expenses were incurred.

Force Majeure

If, after the acceptance of a Proposal, the rights of TMF Associates or the Client under the agreement are wholly or substantially diminished, or the performance thereof is rendered wholly or substantially impossible by reason of *force majeure*, then the obligations of both parties shall cease forthwith, except that the Client shall pay to TMF Associates all fees and expenses then owing.

Termination of Service by Client

Client may terminate the Service at its sole option, upon two months written notice to TMF Associates. In such a case, TMF Associates' obligations under the agreement shall cease as of the termination date. Client shall immediately pay to TMF Associates all fees and expenses then owing. No refund will be made by TMF Associates of fees paid in advance under the Agreement in respect of any period after termination of the Service. If the service is not terminated by Client or TMF Associates then it will automatically continue on a rolling six month basis after the first twelve months. Client will be given not less than three months notice, prior to the date of renewal, of any increase in the price of the service.

Termination of Service by TMF Associates

TMF Associates may terminate the Service at its sole option, upon two months written notice to Client. If the Service is terminated for convenience by TMF Associates then TMF Associates shall make a pro rata refund of any fees paid in advance under the Agreement in respect of any period after termination of the Service. TMF Associates may withhold provision of deliverables under the Agreement if the Client is delinquent in payment of fees associated with the Service, and may, after reasonable warning, terminate



the Service for cause. In such a case, Client shall immediately pay to TMF Associates all fees and expenses then owing.

Contractual Limits

All analyses, forecasts and recommendations in any Proposal, report or communication to the Client are made in good faith and on the basis of the information before TMF Associates at the time. No such statement in any Proposal, report or communication is to be deemed to be in any circumstances a representation, undertaking, warranty or contractual condition. TMF Associates shall not be liable to the Client for any indirect or consequential loss or damage, and the total liability of TMF Associates to the Client shall not exceed the value of the contract, including any and all claims combined, and any costs and attorney’s fees awarded.

Techniques

TMF Associates intends to employ the methods, procedures, techniques, personnel and sources of information set out in the Proposal, but reserve the right to vary these as necessary or desirable, in order to achieve the aims of the project.

Copyright

Copyright is reserved to TMF Associates in all Proposals produced by TMF Associates, and TMF Associates shall also retain full intellectual property ownership rights over any data or information created for, or contained in, any report or other document submitted to the Client under this Agreement. The Client will have the right to copy any report or other document submitted under this Agreement solely for internal use by the Client.

Construction

These terms of business and all agreements to which they apply shall be construed and have effect in accordance with the laws of the State of California, and the Client accepts the exclusive jurisdiction of the courts of the State of California, County of San Mateo.

Severability

If any of the provisions of this Agreement, including any Proposal or other written Agreement in which this Agreement is incorporated, are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Agreement of the Parties

By their signatures given below, the Client and TMF Associates accept each and every one of the above stated “Terms of Business” in connection with any work to be carried out on the Client’s behalf by, or at the direction of, TMF Associates.

Signed _____

Signed _____

For and on behalf of TMF Associates

For and on behalf of _____

Date _____

Date _____

