

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-54 Commercial Satellite Communications (COMSATCOM) Transponded Capacity



XTAR, LLC
43777 Central Station Drive
Suite 360
Ashburn, Virginia 20147
Phone: 1-571-281-3570
Fax: 1-571-281-3576
<http://www.xtar.com>

Contract Number: **GS-35F-0023U**

Period Covered by Contract: **April 9, 2013 – October 8, 2017**

General Services Administration
Federal Supply Service

Pricelist current through Modification #PA-0020, dated September 26, 2016.

SPECIAL ITEM NUMBER 132-54 COMMERCIAL SATELLITE COMMUNICATIONS (COMSATCOM) TRANSPONDED CAPACITY – FPDS CODE D304 – Includes dedicated bandwidth and power on a commercial satellite in any commercially available COMSATCOM frequency band, including, but not limited to, L-, S-, C-, X-, Ku-, extended Ku, Ka-, and UHF.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

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INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage! and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. Contractor's Ordering Address and Payment Information:

**XTAR LLC
43777 Central Station Dr.
Suite 360
Ashburn, Virginia 20147**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will not** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Phone: 1-571-281-3570 Fax: 1-571-281-3576

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer. XTAR currently has no dealers that are authorized to use this contract.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 166654298
Block 30: Type of Contractor – C. Large Business.
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 134179997

4a. CAGE Code: 309A1

4b. Contractor has registered with the Central Contractor Registration Database: CAGE code 309A1.

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-54	5 Days
	Accelerated Delivery: 2 days
	Time-Critical Delivery: 4 hours or less

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 1.5% - 15 days, net 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity – Varies based on purchase. See prices per X-band capacity item.
- c. Dollar Volume - None
- d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other - None

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing: Not applicable.

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000: Special Item Number 132-54 - Commercial Satellite Communications (COMSATCOM) Transponded Capacity

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.2 12-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C. 1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

XTAR LLC will provide support to all agencies in countries not specifically prohibited by law.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: *Not applicable*.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO
COMMERCIAL SATELLITE COMMUNICATIONS (COMSATCOM) TRANSPONDED
CAPACITY (SPECIAL ITEM NUMBER 132-54)**

1. **COMSATCOM CAPACITY AND COVERAGE.** The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.
2. **INFORMATION ASSURANCE**
 - a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with either the Committee on National Security Systems Policy (CNSSP) 12, “National Information Assurance Policy for Space Systems used to Support National Security Missions,” or the Department of Defense Directive (DoDD) 8581.1, “Information Assurance (IA) Policy for Space Systems Used by the Department of Defense.”
 - b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 200 (FIPS 200), “*Minimum Security Requirements for Federal Information and Information Systems*”) or MAC level (per DoD Instruction (DoDI) 8500.2, “*Information Assurance Implementation*) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level or MAC, command encryption/authentication, and other requirements in CNSSP 12 or DODD 8581.1. The Contractor awarded SIN 132-54 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200) or Mission Assurance Category (MAC) III system (per DoDI 8500.2).
 - c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the IA compliance for any proposed or awarded COMSATCOM services. All IA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.
3. **DELIVERY SCHEDULE.** The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.
4. **PORTABILITY.** When an Ordering Activity requires portability, this requirement shall be included as part of the initial requirement. When portability is exercised, evidence of equivalent net present value (NPV)¹ shall be provided by the contractor. Ordering Activities may propose additional terms and conditions within the requirement (example: specific predefined, guaranteed terms and conditions for portability and related services). However, if the supplemental terms and conditions contradict the contract, the contract takes precedence. Portability provides the Ordering Activity the ability to relocate or “port,” COMSATCOM Services resources as user requirements change. Descriptions of portability may include moving from one transponder/satellite to another, one managed service area to another, transponded capacity redeployment between beams or transponders on a single satellite, redeployment from one frequency band to another, physical relocation of a satellite to a new orbital position, re-routing of teleport services from one teleport to another predefined teleport, re-routing of traffic from one terrestrial infrastructure to another predefined infrastructure, and movement of Network Operations Center (NOC) services from one NOC to another NOC.
5. **FLEXIBILITY/OPTIMIZATION.** When an Ordering Activity requires re-grooming resources for spectral, operational, or price efficiencies, this requirement shall be included as part of the initial requirement. When flexibility/optimization is exercised, evidence of equivalent net present value (NPV)² shall be provided by the contractor. Ordering Activities may propose additional terms and conditions within the requirement (example: specific pre-defined, guaranteed terms and conditions for re-grooming). However, if the supplemental terms and conditions contradict the contract, the contract takes precedence. Flexibility/optimization/re-grooming allows the Contractor to redistribute resources currently used to provide COMSATCOM Services (example: space segment, network, teleport, terminal resources) or customers sharing the COMSATCOM Services

¹ For example, one-year of service for a transponder valued at \$1M/year is traded for six-months of service on a transponder valued at \$2M/year.

² For example, one-year of service on a less efficient arrangement of contractor resources is traded for nine-months of services on a more efficient arrangement of contractor resources that provides an operational efficiency to the Ordering Activity’s customers.

resources (example: customer one with typical peak usage at 9:00 a.m. and customer two with typical peak usage at 3:30 p.m.), enabling the Ordering Activity to gain spectral, operational, and/or price efficiencies.

6. **NET READY (INTEROPERABILITY).** When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.
7. **NETWORK MONITORING (NET OPS).** The Ordering Activity shall specify the Network Monitoring (Net Ops) collection and delivery requirements (example: format, frequency) as part of the initial statement of work. The Contractor awarded SIN 132-54 is capable of collecting and delivering the near real-time monitoring, fault/incident/outage reporting, and information access required to ensure effective and efficient operations, performance, and availability consistent with commercial best practices. Ordering Activities may propose additional terms and conditions within the requirement (example: specific pre-defined terms and conditions for Net Ops collection and delivery.) However, if the supplemental terms and conditions contradict the contract, the contract takes precedence.
8. **EMI/RFI IDENTIFICATION, CHARACTERIZATION, AND GEO-LOCATION.** When an Ordering Activity requires Electro Magnetic Interference (EMI) / Radio Frequency Interference (RFI) identification, characterization, and geo-location, it shall be included as part of the initial requirement. The Ordering Activity shall establish and use with the Contractor a mutually agreed upon media and voice communications capability capable of protecting “Sensitive, but Unclassified” data.
9. **SECURITY.** The Ordering Activity is responsible for assigning the personnel and facility clearance levels for each requirement. If required, the Ordering Activity is responsible for issuing the appropriate security forms (e.g., a DD-254) for any special clearance requirements and indoctrinations, such as Sensitive Compartmented Information (SCI). Ordering Activities shall ensure the Contractor “masks” or “protects” Ordering Activity customers against unauthorized release of identifying information to any entity that could compromise the customer’s operations security. Identifying information includes but is not limited to personal user and/or unit information including tail numbers, unit names, unit numbers, individual names, individual contact numbers, street addresses, etc.
10. **THIRD PARTY BILLING FOR COMSATCOM SUBSCRIPTION SERVICES.** The Ordering Activity shall make every effort to educate the terminal owners or operators on usage of the approved network infrastructure to avoid third party charges.
11. **ADDITIONAL TERMS AND CONDITIONS.**
 - a. The Ordering Activity is responsible for determining the number of approaches each Contractor may offer in response to a statement of work.
 - b. If guidance is required, Ordering Activities may contact the GSA Satellite Communications Services Program Management Office, satserv@gsa.gov.
 - c. For each Subscription Service requirement, the Ordering Activity shall negotiate with the Contractor any required Committed Information Rates (CIR). CIR is the average dedicated bandwidth data transfer rate (example: megabits per second) for an individual COMSATCOM Subscription Services network that the Contractor commits to delivering over a period of time. The Contractor may exceed the CIR if the network has capacity at any time.
12. **CONTRACT CLAUSES.**
 - a. Ordering activities will be able to view the complete list of IT Schedule 70 contract clauses, including the specific contract terms and conditions for any specific contract holder, at:

<http://www.gsaeibrary.gsa.gov/ElibMain/contractsOnline.do?scheduleNumber=70>

13. DESCRIPTION OF COMSATCOM SERVICES AND PRICING

XTAR Transponded Capacity Lease Service Description

For the prices which are listed in its Pricing Table, XTAR will provide service with the following specifications:

XTAR operates two X-Band transponder payloads on the following two geosynchronous earth orbit (GEO) satellites: XTAR-EUR is positioned at 29.0 degrees East Longitude (covering Europe, Africa, Southwest Asia, and the Indian Ocean) and XTAR-LANT is located at 30.0 degrees West Longitude (covering North America east of the Rocky Mountains, the Caribbean, Central and South America, the Atlantic Ocean, Europe and Africa). Both satellites provide X-band space segment capacity within the frequency range of 7900-8400 MHz Uplink and 7250- 7750 MHz Downlink. Both satellites provide coverage on global and steerable spot beams.

While services are frequently customized for customers/applications, XTAR's standard service availability performance (as determined by link budget analysis in advance of service delivery) is 99.5% on an annualized basis.

Published prices are for NON-preemptible space segment capacity leases. All XTAR leases are NON-Preemptible unless otherwise indicated in quotes and contract documents.

Space segment capacity is leased in 0.10 MHz increments. When a link budget analysis results in a fractional amount of capacity (e.g., 10.87 MHz), the leased amount is rounded up to the nearest 0.10 MHz increment (e.g., 10.9 MHz).

Space segment capacity pricing, which begins on page 18, is broken down into four tables based on satellite/payload and beam type: XTAR-EUR Global beam; XTAR-EUR Spot beam; XTAR-LANT Global beam; XTAR-LANT Spot Beam. Within these tables monthly per MHz rates are provided based on amount of capacity leased and term of lease.

Published prices include *portability*; defined as a customer's right to request a move of service from one beam to another on the same or different satellite in the XTAR fleet. Portability is provided under the following terms:

- Customer may request to port bandwidth at any time. XTAR shall respond to customer's request within 72 hours.
- Porting requests are subject to space segment capacity and other resource availability, as determined by XTAR in its sole discretion.
- If a customer ports bandwidth to an alternative beam which allows for equivalent or greater service (e.g., equivalent or greater throughput using fewer MHz of space segment), monthly charges will not be decreased.
- If a customer ports bandwidth to an alternative beam which requires more capacity than originally leased in order to maintain desired performance, monthly charges will be increased to reflect the additional allocation.

Both XTAR-EUR and XTAR-LANT carry steerable spot beams. If a steerable spot beam has not been committed to a particular area of coverage previously, it may be available with full steering rights for an additional monthly charge determined by the length of the lease term (see pricing tables). When purchased, steering rights gives a user the ability to determine where they would like a beam to be pointed. Pointing adjustment can be made up to once per month and require 48 hours advance notice to XTAR. Steerable spot beams on XTAR-EUR can be pointed without limit, even overlapping with any other XTAR-EUR spot beam. Steerable spot beams on XTAR-LANT can be pointed to anywhere in the visible range of the satellite, but due to frequency reuse, beams of the same polarity must be appropriately separated and may limit pointing options. Steering rights may be purchased once a customer has leased a minimum of 54.0 MHz or 2/3 of the total configurable capacity on a beam, whichever is greater.

In order to maintain leased service performance, to maintain the health of the satellite and transponders, and to allow XTAR to optimize the use of its service, XTAR may perform "grooming" of transponders by issuing alternative frequency allocations to customers. These events are not expected to be frequent and will be coordinated with the customer in an appropriate manner.

XTAR's Transponded Capacity offerings provide the full range of engineering services from devising the solution to its implementation, acceptance testing, and life-cycle support. Link budget analysis, transmission planning, customer activation support (i.e., peak and polarization), and ongoing monitoring and control are provided as part of XTAR's Transponded services. The analysis considers detailed, industry-standard satellite performance data (beam coverage patterns, satellite amplifier characteristics, satellite pointing bias, satellite receiver sensitivity, etc.). XTAR ensures that its satellites have received the approvals required (i.e., satellite authorizations and, where applicable, associated landing rights) to operate at their assigned orbital locations and frequency ranges; XTAR's customers are not responsible for

obtaining these clearances or landing rights in order to use our Transponded services.

Unless the customer purchases XTAR's optional Host Nation Agreement (HNA) Service, the customer would be responsible for obtaining all required HNAs.

XTAR's price for worldwide HNA services will be quoted on a case-by-case basis due to the widely varying nature of the effort required in each country. These optional services provide for all anticipated costs, excluding travel costs, associated with the operation of a satellite terminal in a particular jurisdiction, including frequency clearances, spectrum access and license fees, legal and engineering services (including radiation hazard studies) and all related issues necessary for XTAR's customers to operate the terminal in the host nation.

XTAR will provide to each Ordering Activity and to customers on a requirement basis the access procedures for implementing service on the XTAR fleet. This document provides all pertinent contact information, satellite access procedures, trouble reporting procedures, escalation procedures, if desired, and the general technical performance requirements to operate. This document is in addition to the published Transmission Plans specific to the service.

XTAR^{®1}, LLC
STANDARD SERVICE TERMS AND CONDITIONS
FOR FEDERAL CONTRACTS

All services provided by XTAR LLC ("XTAR") directly to the United States federal government ("CUSTOMER"), which specifically refers to an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H and as revised from time to time) are subject to these supplemental commercial terms and conditions ("Standard Terms") set forth herein. Each party shall be referred to herein individually as a "Party" and collectively as the "Parties." To the extent the Standard Terms conflict with the terms of the Schedule contract, the terms of the Schedule contract shall prevail.

1. PURPOSE

This sets forth the supplemental general terms and conditions governing the provision of services by XTAR pursuant to a properly executed Service Description Agreement, Test Service Description Agreement, purchase order, task order or other contractual vehicle (collectively referred to herein, unless otherwise noted, as "Service Description"). The Service Description and these Standard Terms have been entered into with the understanding that the service provided hereunder shall ultimately be for use by a U.S. federal, state or local entity, or other foreign government (as allowed by U.S. law), unless specifically stated otherwise in the applicable Service Description(s).

These Standard Terms shall be effective for the life of the Service Description. Notwithstanding an expiration or termination of the Service Description (for any reason), Paragraph 32 shall survive.

2. RESERVED

3. RESERVED

4. RESERVED

5. RESERVED

6. NON-PREEMPTIBLE SERVICE

"Non-Preemptible" service cannot be preempted to restore any "protected" service. "Non-Preemptible" service is not "protected," including if there is a Failure as defined herein. If the Service provided under these Standard Terms experiences a Failure, XTAR may, at its sole discretion, attempt to restore Service through the use of a different satellite at the time of the Failure.

"Failure" or "Failed". For the purpose of these Standard Terms, a failure ("Failure") or failed service ("Failed") is defined as an "Outage" (as defined in Subparagraph 7.2) that continues uninterrupted for thirty (30) consecutive days.

In the event of a Failure, XTAR will use its commercially

reasonable efforts to work to restore Service by off-loading as much capacity as possible onto another satellite in orbit. If XTAR is not able to restore the service within 30 days following the Outage becoming a Failure, either Party may seek to terminate these Standard Terms and any related Service Descriptions pursuant to the Schedule contract. If these Standard Terms and any Service Descriptions are not terminated, the CUSTOMER shall not be liable or obligated to pay for any Service not rendered due to the Failure.

7. SERVICE INTERRUPTION OR OUTAGES

7.1 Interruption. For the purpose of these Standard Terms, an interruption ("Interruption") is defined as any period during which the Service fails to meet the Performance Specifications set forth in the Service Description as measured by XTAR at its applicable earth station, such that Service is unavailable for its intended commercial purpose, with the exception of Interruptions pursuant to Paragraph 9.

7.2 Outage. For the purpose of these Standard Terms, an outage ("Outage") is defined as any of the following: (i) the inability, for any period of sixty (60) consecutive minutes, to pass signals through a space segment when it is illuminated with any authorized transmitted carrier, or (ii) an Interruption for any period of twenty four (24) consecutive hours, with the exception of Outages pursuant to Paragraph 9.

7.3 For the purposes of this paragraph, measurement of periods of Interruption or Outage shall begin only upon the earliest of the following: (i) the CUSTOMER's written or oral notification to XTAR; (ii) when XTAR becomes otherwise aware; or (iii) when the CUSTOMER having vacated its signal from the affected space segment to permit XTAR's verification of the existence of the Interruption or Outage or to repair the Service.

7.4 The following shall not constitute an Interruption or Outage: (i) Service Testing as described in Subparagraph 9.1, (ii) Emergency Testing as described in Subparagraph 9.2, or (iii) the inability to provide the Service due to an excusable delay as described in the

Schedule Contract and subparagraph 11.5.

or operators.

7.5 RESERVED

8. CREDIT ALLOWANCES

Credit allowances may be given to CUSTOMER for Interruptions and/or Outages as defined in Paragraph 7 (collectively, a "Creditable Outage") and subject to the terms of this paragraph. Credit allowances are applied against future payments. However, if the Creditable Outage occurs during the last month of Service and no outstanding balance is due, XTAR will refund the amount of the credit allowance to CUSTOMER. A Creditable Outage based on an Interruption or Outage begins as set forth in Subparagraph 7.3. If CUSTOMER does not cease transmitting the Service, Service is considered impaired, but not Interrupted or Failed. A Creditable Outage period ends when Service is restored to its pre-outage performance capability. Credit allowances are given for the entire amount of Creditable Outage time that occurs in a calendar month, so long as that time is more than thirty (30) minutes. Creditable Outage time is calculated in one-minute increments. A credit allowance will be calculated based on the monthly charge for the affected Service. Credit allowances are not given for impaired Service or for any outage resulting from: (i) any action or failure to act of CUSTOMER (or any third party authorized by CUSTOMER to use the affected Service), unless made pursuant to the directions of XTAR, (ii) due to the effects of sun transit on receiving earth stations, or (iii) an excusable delay as described in the Schedule Contract and subparagraph 11.5.

9. OPERATOR TESTING

9.1 XTAR may test the satellite that is servicing the CUSTOMER ("Serving Satellite") if XTAR: (i) provides CUSTOMER with as much notice as reasonably possible and at a minimum, forty-eight (48) hours, and (ii) makes reasonable efforts to coordinate such testing with CUSTOMER to minimize disruption of CUSTOMER's use of the Service. XTAR will minimize testing to the greatest extent possible and will not perform such testing unless necessary to: (i) maintain or initiate new service on the Serving Satellite, and/or (iii) otherwise prudently manage its satellites.

9.2 Emergency testing may be performed on the Serving Satellite, but only under the following circumstances: (i) if XTAR provides CUSTOMER with as much notice as reasonably possible under the circumstances, (ii) for the purpose of restoring or determining the cause of a Outage of a component or subsystem on the Serving Satellite, (iii) in response to an order of any court with valid jurisdiction or other administration having appropriate jurisdiction, (iv) to determine the cause or source of interference, (v) to protect overall satellite performance, and/or (vi) to protect other satellite users

10. USE OF THE SERVICE

The rate described in the Service Description includes management for the uplink of carriers to the space segment(s) provided hereunder for CUSTOMER's initial transmission plan ("Initial Transmission Plan") as set forth in the Service Description.

If CUSTOMER desires to transmit to any space segment in a manner different from that set forth in its Initial Transmission Plan, ("Different Transmission Plan") then the following shall apply:

- (i) if the Different Transmission Plan involves Digital Carriers, then the CUSTOMER shall provide the characteristics of the Different Transmission Plan to XTAR no later than fourteen (14) days prior to the start date of the Different Transmission Plan. Provided, however, if XTAR is required to perform any maintenance or troubleshooting activity involving the affected Service, CUSTOMER must provide XTAR with the Different Transmission Plan on demand,
- (ii) if the Different Transmission Plan involves the addition of or changes to any type of carrier, then CUSTOMER shall provide a written request to XTAR, no less than thirty (30) days prior to the desired start date of such Different Transmission Plan, identifying the characteristics and the desired start date of such Different Transmission Plan. XTAR shall coordinate such proposed Different Transmission Plan to determine if its use could reasonably be expected to result in either intrasatellite or intersatellite interference and, based on the results of such coordination, XTAR shall provide CUSTOMER with timely, written notice of XTAR's decision to either authorize or reject the use of such proposed Different Transmission Plan, provided, however, that XTAR shall not unreasonably withhold such authorization,
- (iii) notwithstanding anything in these Standard Terms to the contrary, CUSTOMER may request XTAR's authorization for more than one Different Transmission Plan for any space segment provided hereunder, for any period of time, during the Term of these Standard Terms,
- (iv) RESERVED.
- (v) In the event that the CUSTOMER relies upon some information provided by XTAR in relation to the technical performance of satellite and/or Service, including but not limited to the provision or approval of satellite link budgets, XTAR shall be responsible for the accuracy of such information. In the event of any inaccuracy to which XTAR is a cause, and is not due to inaccurate source information provided

to XTAR, XTAR shall provide to the CUSTOMER at no additional cost whatever additional power or frequency bandwidth actually required by CUSTOMER on the satellite in order for the Service to function according to the specification indicated by XTAR and relied upon by the CUSTOMER.

11. LIMITATION OF LIABILITY

11.1 WITH RESPECT TO ANY CLAIM OR SUIT, BY CUSTOMER OR BY ANY OTHERS, FOR DAMAGES ASSOCIATED WITH THE INSTALLATION, PROVISION, TERMINATION, MAINTENANCE, REPAIR OR RESTORATION OF SPACE SEGMENT SERVICE, AND SUBJECT TO PARAGRAPHS 11.2 AND 11.5, XTAR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THOSE SERVICE CHARGES ACTUALLY PAID TO AND RECEIVED BY XTAR IN ASSOCIATION WITH THE AFFECTED SERVICE DESCRIPTION(S) UNDER THIS AGREEMENT, BUT NOT TO EXCEED AN AMOUNT EQUAL TO THREE (3) MONTHS WORTH OF CHARGES PROVIDED FOR UNDER THE AFFECTED SERVICE DESCRIPTION(S). THIS LIABILITY FOR DAMAGES SHALL BE IN ADDITION TO ANY AMOUNTS THAT MAY OTHERWISE BE DUE CUSTOMER UNDER THIS AGREEMENT AS A CREDIT ALLOWANCE FOR INTERRUPTIONS DESCRIBED HEREIN. IT IS EXPRESSLY AGREED THAT CUSTOMER'S LIABILITY FOR ANY CAUSE WHATSOEVER ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE TRANSACTIONS CONTEMPLATED THEREBY (INCLUDING, WITHOUT LIMITATION, LIABILITY FOR INDEMNIFICATION) SHALL BE LIMITED TO THOSE SERVICE CHARGES ACTUALLY PAID TO AND RECEIVED BY XTAR IN ASSOCIATION WITH THE AFFECTED SERVICE DESCRIPTION(S) UNDER THIS AGREEMENT, BUT NOT TO EXCEED AN AMOUNT EQUAL TO THREE (3) MONTHS WORTH OF CHARGES PROVIDED FOR UNDER THE AFFECTED SERVICE DESCRIPTION(S).

11.2 XTAR IS NOT LIABLE FOR DAMAGES ASSOCIATED WITH SERVICE, CHANNELS, OR EQUIPMENT THAT IT DOES NOT FURNISH.

11.3 RESERVED.

11.4 NO LICENSE UNDER PATENTS (OTHER THAN THE LIMITED LICENSE TO USE) IS GRANTED BY XTAR OR SHALL BE IMPLIED WITH RESPECT TO ANY SERVICE OFFERED UNDER THIS AGREEMENT. XTAR WILL INTERVENE IN A SUIT AGAINST CUSTOMER REGARDING CLAIMS OF PATENT INFRINGEMENT ARISING SOLELY FROM THE USE BY CUSTOMER OF SERVICES OFFERED UNDER THIS AGREEMENT AND WILL INDEMNIFY

CUSTOMER FOR ANY DAMAGES AWARDED TO THE EXTENT BASED ON SUCH CLAIMS.

11.5 IN ADDITION TO THE EXCUSABLE DELAYS PROVISION OF FAR 52.212-4(F), THE FOLLOWING EVENTS SHALL ALSO QUALIFY AS EXCUSABLE DELAYS: METEOROLOGICAL/ ATMOSPHERIC OCCURRENCES OR DISTURBANCES (INCLUDING BUT NOT LIMITED TO SUN OUTAGES) OR OTHER NATURAL EVENTS; IRREPARABLE SATELLITE COMPONENT FAILURE, REGARDLESS OF THE CAUSE(S) OF SUCH SERVICE INTERRUPTIONS; EXTERNALLY-CAUSED INTERFERENCE.

11.6 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.7 THIS AGREEMENT DOES NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS AGREEMENT SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (e.g., CLAUSE 552.238-75 – PRICE REDUCTIONS, 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

12. CONTENT OF TRANSMISSION

CUSTOMER is solely responsible for the content of transmissions using the Service.

13. **RESERVED**

14. **RESERVED**

15. **RESERVED**

16. NON-INTERFERENCE

16.1 CUSTOMER shall not interfere with the use of or cause harm to: (i) the Serving Satellite, transponder, or space segment, (ii) any backup satellite, transponder, or space segment to which CUSTOMER is given access pursuant to these Standard Terms, or (iii) any other satellite, transponder, or space segment. For

purposes of this paragraph, the term interference shall include, but not be limited to, acts or omissions that cause a satellite service to fail to meet any of XTAR's performance specifications set forth in any Service Description(s) or any related transmission plan(s) provided by XTAR.

- 16.2 CUSTOMER will coordinate with (and will require its uplinking agents to coordinate with) XTAR regarding CUSTOMER's transmissions to the Serving Satellite, so as to minimize interference with adjacent satellite(s), transponder(s), and/or space segment(s). Such coordination shall be in accordance with procedures reasonably established by XTAR. Without limiting the generality of anything in this paragraph, CUSTOMER (and its uplinking agents) shall comply with all applicable rules and regulations regarding the use of automatic transmitter identification systems (ATIS).
- 16.3 CUSTOMER's transmissions (and those of its uplinking agents) to the Serving Satellite shall in all material respects comply with all statutes, laws, rules, regulations, ordinances, codes, directives, and orders of any governmental agency, body, or court whether national, international, federal, state, municipal, or otherwise (collectively "Laws") applicable to it regarding the operation of the Serving Satellite, transponder, and/or space segment, as well as any backup satellite, transponder, or space segment(s) to which CUSTOMER may be given access pursuant to these Standard Terms.
- 16.4 CUSTOMER shall, upon written request from XTAR, promptly cease and desist from any use of the Service that is the subject of a valid, official, written, lawful order or other official communication from an appropriate governmental agency pursuant to an applicable Law, which order or official communication requires XTAR to take action related to the operation of the Satellite (which may include the suspension or deactivation of the Service).

17. IMPROPER ILLUMINATION

- 17.1 The term "Improper Illumination" shall be defined as: (i) transmissions other than as specified in the XTAR transmission parameters set forth in the Service Description(s) or any related transmission plan(s) provided by XTAR, (ii) transmissions at an incorrect frequency, or (iii) transmissions at excessive power levels. If XTAR detects any Improper Illumination, as defined above, of any transponder and/or space segment provided under these Standard Terms, it shall notify CUSTOMER by calling the phone number that CUSTOMER hereby agrees to provide to the applicable XTAR operation center at the time of initial Serving

Satellite access, at which number(s) CUSTOMER represents it is reachable twenty-four hours per day, seven days per week, 365/366 days per year ("Notification Number"). CUSTOMER shall take immediate corrective action to stop the Improper Illumination.

- 17.2 The CUSTOMER undertakes to submit to XTAR full details of the technical characteristics of any terminal that CUSTOMER intends to use to receive or transmit signals to or from the Serving Satellite and CUSTOMER agrees not to use the terminal to access XTAR capacity until it has been approved by XTAR. The same shall apply in respect to any alterations to any such terminal. XTAR is to provide CUSTOMER a detailed explanation and/or test plan of the procedures required to have the CUSTOMER terminal approved. CUSTOMER ground terminals shall meet 25 dB for cross-polarization between RHCP and LHCP and for transmission and reception, or as stipulated in the appropriate Transmission Plan for the Service.

18. RESERVED

19. RESERVED

20. RESERVED.

21. CHANGES IN OPERATIONS OR PROCEDURES

XTAR's operations, procedures, and/or access procedures are subject to change. XTAR is not responsible to CUSTOMER if such a change affects or requires modification of any facility, CUSTOMER equipment, or CUSTOMER communication systems in order to be used with the Service. If such change can be reasonably expected: (i) to materially affect the operating or transmission characteristics of the Service, or (ii) to render any CUSTOMER equipment or CUSTOMER communications system incompatible with the Service, XTAR shall use reasonable efforts to provide adequate notice, in writing, to allow CUSTOMER an opportunity to maintain uninterrupted service. XTAR shall have no obligation to change or modify any of its components, operations or procedures to be compatible with those of CUSTOMER.

22. SPACE SEGMENT / TRANSPONDER / SATELLITE ASSIGNMENT

Initial assignment of the specific space segment, transponder, and/or satellite to be used for the Service shall be at the sole prerogative of XTAR, and is subject to change during the Term of these Standard Terms. XTAR will use reasonable efforts to give CUSTOMER not less than thirty (30) days prior written notice of any material change from the initially assigned capacity. CUSTOMER must vacate the previously occupied frequencies upon the effectiveness of any such

assignment change.

23. RESERVED

24. RESERVED

25. RESERVED

26. RESERVED

27. RESERVED

28. RESERVED

29. RESERVED

30. COMPLIANCE

CUSTOMER shall comply with all applicable laws, rules, regulations, or orders of the United States, CUSTOMER'S home country, and any other country in which the CUSTOMER is located or where the XTAR services are provided or performed, including, but not limited to, the export and sanction laws identified in Paragraph 32 of these Standard Terms as well as any applicable export, import, or sanction laws of CUSTOMER's home country or the country in which the Services are provided or performed. CUSTOMER shall not use, and XTAR shall not provide, the Service in violation of any such applicable law, rule, regulation, or order.

Each Party warrants and represents that it is familiar with and will strictly comply with the requirements of applicable anti-corruption laws and regulations, including, but not limited to, the requirements of the U.S. Foreign Corrupt Practices Act of 1977, as amended; Canada's The Corruption of Foreign Public Officials Act; the UK Bribery Act 2010; CUSTOMER's home country anti-corruption laws and regulations; and any applicable anti-corruption laws and regulations in the country in which the Service is provided or performed.

CUSTOMER shall strictly comply with the provisions set forth in the Service Description(s) or any related transmission plan(s) provided by XTAR. In addition, each Party shall comply with any restrictions or conditions imposed by applicable government authorities on: (i) CUSTOMER's receipt or use, or XTAR's provision, of the Service in any country in which CUSTOMER uses the Service, and/or (ii) CUSTOMER's use, or XTAR's provision, of the Service between or among any countries.

Each Party will obtain all authorizations and/or permits necessary for performance under these Standard Terms. Customer is responsible for obtaining frequency authorizations from applicable governmental authorities, whether U.S. or foreign, (for commercial teleport usage) or ensuring that authorizations are obtained through

Department of Defense channels in the case of U.S. military usage or other U.S. Government channels for other U.S. Government Departmental usage.

31. HEADINGS

The headings used throughout these Standard Terms are for convenience only, are not a part of these Standard Terms, and shall have no effect upon the construction and/or interpretation of these Standard Terms.

32. U.S. EXPORT CONTROL AND TRADE SANCTIONS

The Parties acknowledge and agree that XTAR's obligation to provide certain products, information or services is subject to the laws, rules and regulations of the United States regarding export controls and restrictions ("U.S. Export Laws"), including without limitation, the International Traffic in Arms Regulations (22 C.F.R. §§ 120-130) ("ITAR"), the Export Administration Regulations (15 C.F.R. §§ 730-774) ("EAR"), and regulations administered by the Department of the Treasury, Office of Foreign Assets Control. The Parties acknowledge and agree that the export of such products, information or services by XTAR, including to "Foreign Persons" or "Foreign Nationals" (as those terms are defined in the ITAR (22 C.F.R. § 120.16) and EAR (15 C.F.R. § 734.2(b)(2)(ii)), respectively) (including CUSTOMER's employees, subsidiaries and affiliates), may be prohibited, limited or delayed without a proper export license. If required, CUSTOMER agrees to cooperate fully with XTAR to obtain such a license.

The Parties acknowledge and agree that CUSTOMER will not use, distribute, export, reexport, transfer or transmit any products, information or services provided under these Standard Terms except in compliance with U.S. Export Laws. CUSTOMER agrees not to release, furnish, or provide access to any products, information or services to any person, including "Foreign Persons" or "Foreign Nationals" (as those terms are defined in the ITAR (22 C.F.R. § 120.16) and EAR (15 C.F.R. § 734.2(b)(2)(ii)), respectively), except in compliance with applicable U.S. Export Laws, policies and license conditions, as construed by XTAR. To the extent CUSTOMER's use of the Services provided in these Standard Terms require CUSTOMER to register or obtain a license under the U.S. Export Laws, CUSTOMER agrees to do so, and shall have full responsibility for obtaining and maintaining in full force and effect during XTAR's provision of the Service any such export registration, licenses, or authorization (collectively "Authorizations"). CUSTOMER shall provide XTAR copies of any Authorizations within twenty-four (24) hours of XTAR's written request.

CUSTOMER represents that it is not a Restricted Person, which shall be deemed to include any person or entity: (1) located in or a national of Cuba, Iran, Libya, North Korea, Sudan, Syria, or any other countries that may, from time to

time, become subject to U.S. export controls or economic sanctions, including, but not limited to, those administered by the Department of the Treasury, Office of Foreign Assets Control; or (2) on any restricted person or entity list maintained by any U.S. governmental agency. CUSTOMER further represents that it will not use the Service in connection with any dealings with Restricted Persons.

In no event shall XTAR be obligated under these Standard Terms to provide access to or furnish any products, information or services to any person except in compliance with applicable U.S. Export Laws, policies and license conditions, as construed by XTAR. Obligations stated above in this clause will survive the expiration, cancellation or termination of these Standard Terms or any other related agreement.

33. ADDITIONAL ACTIONS AND DOCUMENTS

XTAR and CUSTOMER each agree to take all necessary actions to execute, deliver, and file any additional documents and/or instruments, and to use all commercially reasonable efforts to obtain necessary or appropriate consents and/or approvals in order to effectuate the provision of the Service in accordance with the terms and conditions of these Standard Terms.

No document setting forth contractual terms and conditions shall be effective unless executed by authorized representatives of both Parties to these Standard Terms. This provision shall not apply to operational documents, instructions, guidance, etc.

To the extent the Standard Terms conflict with the terms of the Schedule contract, the terms of the Schedule contract shall prevail. All other conflicts will be resolved according to FAR 52.212-4(s).

34. RETIREMENT OF SATELLITE

34.1 RESERVED

34.2 XTAR shall provide CUSTOMER written notice of a final decision to retire the Serving Satellite at least thirty (30) calendar days prior to such retirement.

35. CUSTOMER RESPONSIBILITIES

35.1 Unless otherwise specified, XTAR shall not provide any terrestrial facilities as part of the Service and CUSTOMER shall be solely responsible for the installation, licensing, and maintenance of any terrestrial facilities used to communicate with the Serving Satellite. CUSTOMER warrants to XTAR that all licenses/approvals required to operate such terrestrial facilities, if any, have been obtained or shall be obtained prior to the start date of the Service.

35.2 CUSTOMER shall not transmit or otherwise act in any manner that violates the technical requirements of the Service Description. CUSTOMER shall ensure that any transmission facility used to access the Serving Satellite is at all times capable of ceasing transmission immediately upon XTAR's telephone and/or fax notice. XTAR may, but is not obligated to, inspect CUSTOMER-provided facilities to confirm compliance with this requirement, to extent allowed under applicable security regulations and provided XTAR provides reasonable notice to Customer.

35.3 CUSTOMER shall, at XTAR's request, provide to XTAR all pertinent technical characteristics of CUSTOMER-provided equipment used in connection with the Service.

36. RESERVED

37. RESERVED

38. SEVERABILITY

If any provision of these Standard Terms or a related Service Description is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of these Standard Terms or a related Service Description shall not render invalid the remainder of these Standard Terms or the Service Description.

39. RESERVED

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

XTAR LLC provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Philip Harlow

President & COO

571-281-3571

pharlow@xtar.com

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____ .

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____ Ordering

_____ Activity

BPA NUMBER _____

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL

_____	_____
_____	_____
NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
-------------	----------------------------

_____	_____
_____	_____
_____ (3)	The _____ ordering

activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

_____	_____
_____	_____
_____ (7)	Orders

will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

COMSATCOM X-Band Pricing – SIN 132-54
Non-Preemptible XTAR-EUR Global Beam (29.0 E.L.)

Satellite/ Payload	Beam Type	Bandwidth Range in MHz*	Lease Duration	Monthly Per MHz Pricing to GSA
XTAR-EUR	Global	<1.0	1 thru <12 months	\$9,250.00
			12 thru <24 months	\$9,157.00
			24+ months	\$9,065.00
		1.0 -- 1.9	1 thru <12 months	\$8,787.00
			12 thru <24 months	\$8,699.00
			24+ months	\$8,611.00
		2.0 -- 2.9	1 thru <12 months	\$8,325.00
			12 thru <24 months	\$8,241.00
			24+ months	\$8,158.00
		3.0 -- 4.4	1 thru <12 months	\$7,400.00
			12 thru <24 months	\$7,326.00
			24+ months	\$7,252.00
		4.5 -- 8.9	1 thru <12 months	\$6,475.00
			12 thru <24 months	\$6,410.00
			24+ months	\$6,280.00
		9.0 -- 17.9	1 thru <12 months	\$6,216.00
			12 thru <24 months	\$6,151.00
			24+ months	\$6,021.00
		18.0 -- 35.9	1 thru <12 months	\$5,957.00
			12 thru <24 months	\$5,892.00
			24+ months	\$5,762.00
		36.0 -- 71.9	1 thru <12 months	\$5,781.00
			12 thru <24 months	\$5,353.00
			24+ months	\$5,245.00
		72.0 -- 143.9	1 thru <12 months	\$5,698.00
			12 thru <24 months	\$5,272.00
			24+ months	\$5,166.00
		144.0 -- 215.9	1 thru <12 months	\$5,617.00
			12 thru <24 months	\$5,193.00
			24+ months	\$5,087.00
		216.0 -- 287.9	1 thru <12 months	\$5,536.00
			12 thru <24 months	\$5,114.00
			24+ months	\$5,009.00
		288.0 -- 359.9	1 thru <12 months	\$5,456.00
			12 thru <24 months	\$5,036.00
			24+ months	\$4,931.00
		360.0 -- 432.0+	1 thru <12 months	\$5,376.00
			12 thru <24 months	\$4,958.00
			24+ months	\$4,853.00

**** All pricing shown on this page reflects all pre-negotiated GSA discounts.****

COMSATCOM X-Band Pricing – SIN 132-54
Non-Preemptible XTAR-EUR Spot Beam (29.0 E.L.)

Satellite/ Payload	Beam Type	Bandwidth Range in MHz*	Lease Duration	Monthly Per MHz Pricing to GSA
XTAR-EUR	Spot	<1.0	1 thru <12 months	\$9,750.00
			12 thru <24 months	\$9,652.00
			24+ months	\$9,555.00
		1.0 -- 1.9	1 thru <12 months	\$9,262.00
			12 thru <24 months	\$9,169.00
			24+ months	\$9,077.00
		2.0 -- 2.9	1 thru <12 months	\$8,775.00
			12 thru <24 months	\$8,687.00
			24+ months	\$8,599.00
		3.0 -- 4.4	1 thru <12 months	\$7,800.00
			12 thru <24 months	\$7,722.00
			24+ months	\$7,644.00
		4.5 -- 8.9	1 thru <12 months	\$6,825.00
			12 thru <24 months	\$6,756.00
			24+ months	\$6,620.00
		9.0 -- 17.9	1 thru <12 months	\$6,552.00
			12 thru <24 months	\$6,483.00
			24+ months	\$6,347.00
		18.0 -- 35.9	1 thru <12 months	\$6,279.00
			12 thru <24 months	\$6,210.00
			24+ months	\$6,074.00
		36.0 -- 71.9	1 thru <12 months	\$6,093.00
			12 thru <24 months	\$5,643.00
			24+ months	\$5,529.00
		72.0 -- 143.9	1 thru <12 months	\$6,007.00
			12 thru <24 months	\$5,557.00
			24+ months	\$5,445.00
		144.0 -- 215.9	1 thru <12 months	\$5,920.00
			12 thru <24 months	\$5,473.00
			24+ months	\$5,362.00
		216.0 -- 287.9	1 thru <12 months	\$5,835.00
			12 thru <24 months	\$5,390.00
			24+ months	\$5,280.00
		288.0 -- 359.9	1 thru <12 months	\$5,751.00
			12 thru <24 months	\$5,308.00
			24+ months	\$5,197.00
		360.0 -- 432.0+	1 thru <12 months	\$5,666.00
			12 thru <24 months	\$5,226.00
			24+ months	\$5,116.00
		Spot Beam Steering Rights	1 thru < 12 months	\$91,667.00
			12 thru <24 months	\$83,334.00
			24 + months	\$81,250.00

** All pricing shown on this page reflects all pre-negotiated GSA discounts.**

COMSATCOM X-Band Pricing – SIN 132-54
Non-Preemptible XTAR-LANT Global Beam (30.0 W.L.)

Satellite/ Payload	Beam Type	Bandwidth Range in MHz*	Lease Duration	Monthly Per MHz Pricing to GSA
XTAR-LANT	Global	<1.0	1 thru <12 months	\$8,750.00
			12 thru <24 months	\$8,662.00
			24+ months	\$8,575.00
		1.0 -- 1.9	1 thru <12 months	\$8,312.00
			12 thru <24 months	\$8,229.00
			24+ months	\$8,146.00
		2.0 -- 2.9	1 thru <12 months	\$7,875.00
			12 thru <24 months	\$7,796.00
			24+ months	\$7,717.00
		3.0 -- 4.4	1 thru <12 months	\$7,000.00
			12 thru <24 months	\$6,930.00
			24+ months	\$6,860.00
		4.5 -- 8.9	1 thru <12 months	\$6,125.00
			12 thru <24 months	\$6,063.00
			24+ months	\$5,941.00
		9.0 -- 17.9	1 thru <12 months	\$5,880.00
			12 thru <24 months	\$5,818.00
			24+ months	\$5,696.00
		18.0 -- 35.9	1 thru <12 months	\$5,635.00
			12 thru <24 months	\$5,573.00
			24+ months	\$5,451.00
		36.0 -- 71.9	1 thru <12 months	\$5,468.00
			12 thru <24 months	\$5,064.00
			24+ months	\$4,962.00
		72.0 -- 143.9	1 thru <12 months	\$6,007.00
			12 thru <24 months	\$5,557.00
			24+ months	\$5,445.00
		144.0 -- 215.9	1 thru <12 months	\$6,072.00
			12 thru <24 months	\$5,614.00
			24+ months	\$5,500.00
216.0 -- 288.0	1 thru <12 months	\$6,433.00		
	12 thru <24 months	\$5,943.00		
	24+ months	\$5,821.00		

** All pricing shown on this page reflects all pre-negotiated GSA discounts.**

COMSATCOM X-Band Pricing – SIN 132-54
Non-Preemptible XTAR-LANT Spot Beam (30.0 W.L.)

Satellite/ Payload	Beam Type	Bandwidth Range in MHz*	Lease Duration	Monthly Per MHz Pricing to GSA
XTAR-LANT	Spot	<1.0	1 thru <12 months	\$9,500.00
			12 thru <24 months	\$9,405.00
			24+ months	\$9,310.00
		1.0 -- 1.9	1 thru <12 months	\$9,025.00
			12 thru <24 months	\$8,934.00
			24+ months	\$8,844.00
		2.0 -- 2.9	1 thru <12 months	\$8,550.00
			12 thru <24 months	\$8,464.00
			24+ months	\$8,379.00
		3.0 -- 4.4	1 thru <12 months	\$7,600.00
			12 thru <24 months	\$7,524.00
			24+ months	\$7,448.00
		4.5 -- 8.9	1 thru <12 months	\$6,650.00
			12 thru <24 months	\$6,583.00
			24+ months	\$6,450.00
		9.0 -- 17.9	1 thru <12 months	\$6,384.00
			12 thru <24 months	\$6,317.00
			24+ months	\$6,184.00
		18.0 -- 35.9	1 thru <12 months	\$6,118.00
			12 thru <24 months	\$6,051.00
			24+ months	\$5,918.00
		36.0 -- 71.9	1 thru <12 months	\$5,937.00
			12 thru <24 months	\$5,498.00
			24+ months	\$5,387.00
		72.0 -- 143.9	1 thru <12 months	\$5,852.00
			12 thru <24 months	\$5,415.00
			24+ months	\$5,305.00
		144.0 -- 215.9	1 thru <12 months	\$5,769.00
			12 thru <24 months	\$5,333.00
			24+ months	\$5,225.00
		216.0 -- 287.9	1 thru <12 months	\$5,685.00
			12 thru <24 months	\$5,252.00
			24+ months	\$5,144.00
		288.0 -- 359.9	1 thru <12 months	\$5,603.00
			12 thru <24 months	\$5,172.00
			24+ months	\$5,064.00
		360.0 -- 432.0+	1 thru <12 months	\$5,521.00
			12 thru <24 months	\$5,092.00
			24+ months	\$4,985.00
		Spot Beam Steering Rights	1 thru <12 months	\$91,667.00
			12 thru <24 months	\$83,334.00
			24+ months	\$81,250.00

** All pricing shown on this page reflects all pre-negotiated GSA discounts.**

XTAR LLC COMSATCOM X-Band Daily TEST Service Pricing – SIN 132-54

In order to support short term testing and demonstration requirements, XTAR makes available to GSA space segment capacity service priced on a daily per MHz basis. This service is offered under the following parameters:

- Lease is for X-Band space segment capacity ONLY provided on XTAR-EUR and XTAR-LANT payloads.
- All leases are Non-Preemptible.
- Customer may lease capacity on a daily basis (minimum of 24 hours) and may schedule multiple days of service at the same time (contiguous or non-contiguous).
- Customer may reserve space segment capacity up to 30 days in advance.
- All space segment capacity service is subject to availability until contract(s) is fully executed.

All other XTAR LLC standard FCSA terms and conditions apply.

Available Discounts – XTAR LLC **may** offer discounts for daily service, up to 40%, to buyers who demonstrate that they are subject to costs associated with establishing means of accessing XTAR capacity, including capital expenditures in terrestrial infrastructure like hub antennas and other ground based networking tools and services as well as acquiring access services at third party teleport facilities.

XTAR LLC COMSATCOM X-Band **Daily TEST** Service Pricing* – SIN 132-54**XTAR-EUR Global Beam (29.0 E.L.)**

Satellite/ Payload	Beam Type	Bandwidth Range in MHz	Daily Price Per MHz to GSA
XTAR-EUR	Global	<1.0	\$463
		1.0 -- 1.9	\$439
		2.0 -- 2.9	\$416
		3.0 -- 4.4	\$370
		4.5 -- 8.9	\$324
		9.0 -- 17.9	\$311
		18.0 -- 35.9	\$298
		36.0 -- 71.9	\$289
		72.0 -- 143.9	\$285
		144.0 -- 215.9	\$281
		216.0 -- 287.9	\$277
		288.0 -- 359.9	\$273
		360.0 -- 432.0+	\$269

XTAR-EUR Spot Beam (29.0 E.L.)

Satellite/ Payload	Beam Type	Bandwidth Range in MHz	Daily Price Per MHz to GSA
XTAR-EUR	Spot	<1.0	\$488
		1.0 -- 1.9	\$463
		2.0 -- 2.9	\$439
		3.0 -- 4.4	\$390
		4.5 -- 8.9	\$341
		9.0 -- 17.9	\$328
		18.0 -- 35.9	\$314
		36.0 -- 71.9	\$305
		72.0 -- 143.9	\$300
		144.0 -- 215.9	\$296
		216.0 -- 287.9	\$292
		288.0 -- 359.9	\$288
		360.0 -- 432.0+	\$283

XTAR-LANT Global Beam (30.0 W.L.)

Satellite/ Payload	Beam Type	Bandwidth Range in MHz	Daily Price Per MHz to GSA
XTAR-LANT	Global	<1.0	\$438
		1.0 -- 1.9	\$416
		2.0 -- 2.9	\$394
		3.0 -- 4.4	\$350
		4.5 -- 8.9	\$306
		9.0 -- 17.9	\$294
		18.0 -- 35.9	\$282
		36.0 -- 71.9	\$273
		72.0 -- 143.9	\$300
		144.0 -- 215.9	\$304
		216.0 -- 288	\$322

XTAR-LANT Spot Beam (30.0 W.L.)

Satellite/ Payload	Beam Type	Bandwidth Range in MHz	Daily Price Per MHz to GSA
XTAR-LANT	Spot	<1.0	\$475
		1.0 -- 1.9	\$451
		2.0 -- 2.9	\$428
		3.0 -- 4.4	\$380
		4.5 -- 8.9	\$333
		9.0 -- 17.9	\$319
		18.0 -- 35.9	\$306
		36.0 -- 71.9	\$297
		72.0 -- 143.9	\$293
		144.0 -- 215.9	\$288
		216.0 -- 287.9	\$284
		288.0 -- 359.9	\$280
		360.0 -- 432.0+	\$276

*XTAR *may* offer discounts to buyers, up to 40%, who demonstrate they are subject to additional costs associated with establishing the means of accessing XTAR capacity, including hub antennas and other systems.

