

Case 15-41915-11 Claim 145 Filed 11/04/16 Desc Main Document

Debtor _____

United States Bankruptcy Court for the: **Western District of Missouri**

15-41915-11

Case number _____

Proof of Administrative Claim

Read the instructions before filling out this form. Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Part 1: Identify the Claim

1. Who is the current creditor?	Hughes Network Systems, LLC Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Hughes Network Systems, LLC Name 11717 Exploration Lane Number Street Germantown MD 20876 City State ZIP Code Contact phone (301) 601-6463 Contact email Phil.O'brien@hughes.com	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): -----		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0227

7. How much is the claim? Not less than \$1,412.33; see the \$ attached rider. Does this amount include interest or other charges?
 No See the attached rider.
 Yes. Attach statement itemizing interest, fees, expenses, or other charges.

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim.
 Limit disclosing information that is entitled to privacy, such as health care information.
 Services provided _____

9. Is this claim based on a lease? No Yes. Attach a copy of the lease and any amendments thereto.

10. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

11. Is all or part of the claim entitled to administrative priority under 11 U.S.C. § 503(b)? No Yes. Check all that apply:

	Amount entitled to priority
<input checked="" type="checkbox"/> Actual, necessary costs and expenses of preserving the estate under 11 U.S.C. § 503(b)(1)(A).	100% \$ _____
<input type="checkbox"/> Any tax incurred by the estate, whether secured or unsecured, including property taxes for which liability is in rem, in personam or both, except a tax of a kind specified in section 507(a)(8). 11 U.S.C. § 503(b)(1)(B).	\$ _____
<input type="checkbox"/> Any fine, penalty or reduction in credit relating to a tax of a kind specified in section 503(b)(1)(B). 11 U.S.C. § 503(b)(1)(C).	\$ _____
<input type="checkbox"/> Compensation and reimbursement awarded under section 330(a). 11 U.S.C. § 503(b)(2).	\$ _____
<input type="checkbox"/> The actual, necessary expenses, other than compensation and reimbursement specified in section 503(b)(3)(A)-(F). 11 U.S.C. § 503(b)(3).	\$ _____
<input type="checkbox"/> Reasonable compensation for professional services rendered by an attorney or an accountant of an entity whose expense is allowable under section 503(b)(3)(A)-(E). 11 U.S.C. § 503(b)(4).	\$ _____
<input type="checkbox"/> The fees and mileage payable chapter 119 of title 28. 11 U.S.C. § 503(b)(6).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

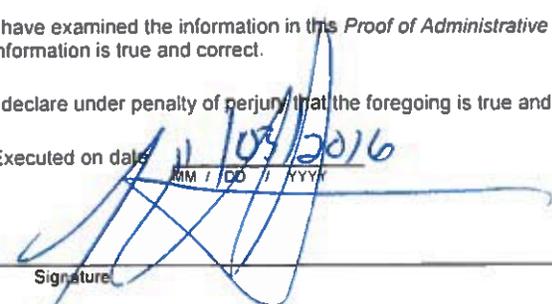
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Administrative Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Administrative Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/03/2016
MM / DD / YYYY



 Signature

Print the name of the person who is completing and signing this claim:

Name	Phil	O'Brien
	<small>First name</small>	<small>Middle name</small> <small>Last name</small>
Title	Vice President, Legal	
Company	Hughes Network Systems, LLC	
	<small>Identify the corporate servicer as the company if the authorized agent is a servicer</small>	
Address	11717	Exploration Lane
	<small>Number</small>	<small>Street</small>
	Germantown	MD 20876
	<small>City</small>	<small>State</small> <small>ZIP Code</small>
Contact phone	(301) 601-6463	Phil.O'brien@hughes.com
	<small>Contact phone</small>	<small>Email</small>

In re GAS-MART USA, INC., *ET AL.*
15-41915-11

* * * * *

RIDER TO PROOF OF ADMINISTRATIVE CLAIM FILED BY
HUGHES NETWORK SYSTEMS, LLC

BASIS FOR CLAIM

1. On July 8, 2008, Hughes Network Systems, LLC (“Hughes”) entered into an Agreement and Ordering Form (the “Agreement”) with Gas-Mart USA, Inc. (“Gas-Mart”), a copy of which is attached hereto as **Exhibit A**, whereby Hughes would provide DSL Services, DSL Equipment, and duplex point-to-multipoint satellite communications services to establish a terrestrial communications network and a satellite communications network between an HNS Network Operations Center and Gas-Mart’s designated locations. Capitalized terms not otherwise defined in this paragraph have the meanings given to such terms in the Agreement.

2. Pursuant to Invoice Number B1-300618307, a copy of which is attached hereto as **Exhibit B**, Hughes provided services to Gas-Mart in June and July 2016 under the Agreement in the amount of \$2,017.65. This amount was reduced by a \$605.32 credit as shown on Invoice Number B1-301536138, a copy of which is attached hereto as **Exhibit C**, for a total post-March 31, 2016 administrative claim of \$1,412.33, which Gas-Mart is obligated to pay as an administrative expense pursuant to section 503(b)(1)(A) of the Bankruptcy Code.

3. Hughes’ claim includes interest pursuant to the Agreement, which amounts are presently unliquidated.

4. The filing of this Proof of Administrative Claim is made pursuant to and in accordance with the provisions of Gas-Mart’s *First Amended Plan of Liquidation Dated July 21, 2016* [Dkt No. 851], as modified by the *Modified First Amended Plan of Liquidation Dated July*

21, 2016 [Dkt No. 916] (collectively, the “Plan”), the *Order: (A) Confirming First Amended Plan of Liquidation Dated July 21, 2016 and (B) Approving Disclosure Statement with Respect to First Amended Plan of Liquidation Dated July 21, 2016 Pursuant to 11 U.S.C. § 1125* [Dkt No. 962], and the *Notice of Administrative Claims Bar Date for Claims Arising After March 31, 2016* [Dkt No. 980].

RESERVATION OF RIGHTS AND CLAIMS

5. This Proof of Administrative Claim is expressly made without any election of rights or remedies, and Hughes hereby reserves all rights, remedies, defenses, and claims against the Debtors (as defined in the Plan), and/or against any other person or entity, which Hughes may have, in addition to the filing and pursuit of this Proof of Administrative Claim, including without limitation, the right to object to assumption or assignment of any contract or lease. Hughes hereby makes claim for all amounts due in respect of all interest pursuant to the Agreement.

6. This Proof of Administrative Claim is not intended to be, and shall not be construed as, a waiver of any past, present or future defaults under the Agreement or any other agreements with the Debtors, or a waiver or limitation of any claims or interests of Hughes thereunder against any person, entity, or property, or a waiver of any rights, remedies or defenses Hughes may have against the Debtors or any other party in this or any other forum. To the extent Hughes has or may have a right to subrogation under section 509 of the Bankruptcy Code or otherwise, or any other equitable claim against the Debtors or any other person, that right is expressly preserved and not waived. With respect to any unliquidated claim, Hughes does not waive its rights by not stating specific amounts at this time.

7. This Proof of Administrative Claim shall not be deemed a consent by Hughes to the jurisdiction of the United States Bankruptcy Court for the Western District of Missouri (the “Bankruptcy Court”) or to having any matters relating to any disputed claims or otherwise heard by the Bankruptcy Court; nor shall Hughes’ submission of this Proof of Administrative Claim waive any of Hughes’ rights to have final orders in non-core or Stern matters entered only after *de novo* review by the United States District Court for the Western District of Missouri (the “District Court”) , or to petition the District Court to withdraw any reference in any matter subject to mandatory or discretionary withdrawal (or assert that the reference has already been withdrawn), or otherwise challenge the jurisdiction of the Bankruptcy Court, or waive any other rights, claims, interests, actions, defenses, set-offs or recoupments (whether contingent, unliquidated or otherwise) to which Hughes may be entitled under the Agreement or otherwise, in law or equity, all of which are expressly reserved. This Proof of Administrative Claim shall not be deemed a waiver or release of Hughes’ right to trial by jury in the Bankruptcy Court or in any other court in any proceeding as to any and all matters so triable herein or therein, nor shall it be construed as a consent to a jury trial in the Bankruptcy Court or in any other court in any proceeding as to any and all matters so triable herein or therein.

8. Hughes reserves the right to amend, clarify or supplement this Proof of Administrative Claim at any time and in any respect, including, without limitation, as necessary or appropriate to amend, quantify or correct amounts, to provide additional detail regarding the claims set forth herein, or to fix the amount of any contingent or unliquidated claim.

EXHIBIT A

#61

**Agreement and Ordering Form
Between
Hughes Network Systems LLC and ConocoPhillips Customer
for LinkSafe™ Broadband Program**

This Agreement and Ordering Form, made and entered into as of the last date written below, is between Hughes Network Systems LLC ("HNS"), having its principal offices at 11717 Exploration Lane, Germantown, MD 20876, and GAS-MART USA, INC. ("Customer"), having its principal offices at the address listed in Section A below.

A. Customer Information

- 1) Customer Company Name GAS-MART USA, INC
- 2) ConocoPhillips Customer "Sold To" Number 10081641
- 3) Address of Customer Headquarters 10777 BARKLEY ST SUITE 200
 City OVERLAND PARK State KANSAS Zip 66211
- 4) Phone 913 599-5800 Fax 913 599 5798
- 5) Contact Name Leroy Stocks Title: MAINTENANCE
- 6) Email lstocks@gasmartusa.com
- 7) Business Type: Incorporated under the laws of MISSOURI (insert state)
 Proprietorship Other _____ (please describe)
- 8) If Customer is not incorporated, please complete this section:
 Names of Owner(s) _____
 Address of Owner(s) _____
 City: _____ State: _____ Zip: _____
- 9) Years in Business: 13
- 10) Business Bank Name: Solutions BANK Branch: OVERLAND PARK
 Business Bank Acct # Contact Rick BARTLEY Phone # 913 857-1000
- 11) Federal Tax ID#: 481172645

Optional Credit Card Information (if Credit Card Billing is desired):

Full name of account holder: _____
 Address on Account: _____
 Type of Card: _____ Account Number: _____ Expiration Date: _____

By executing this Agreement, Customer authorizes HNS to bill the capital or leasing costs as well as the monthly recurring amounts referenced herein to the designated credit card above. Recurring fees will be automatically billed each month in advance.

B. Attachments

Customer acknowledges that it has read and agrees to the terms and conditions contained in the following Attachments, which are hereby incorporated into this Agreement by this reference:

- I. DSL Services Description
- II. VSAT Services Description
- III. Pricing Schedule
- IV. Terms and Conditions Applicable to Purchases
- V. Terms and Conditions Applicable to Leases
- VI. Service Level Agreement
- VII. Company Prohibition on Certain Substances, Items, and Activities and the Drug Free Workplace Act
- VIII. Dispute Resolution Between HNS and Customers

The above listed Attachments may be viewed on the Hughes Network Systems ordering website reachable through the ConocoPhillips Marketing website, currently known as BizLink (<http://bizlink.econocophillips.com>).

C. Initial Order:

Total number of sites to which LinkSafe™ broadband Services are to be provided: 1 *GAS-MART #61*

Notes:

1. Customer must pass HNS' credit requirements for lease option to be available
2. In the event that site does not qualify for shared line ADSL Service, HNS will attempt to qualify the site for dedicated line ADSL Service. If neither shared nor dedicated ADSL Service is available, HNS will provide site with VSAT Service).

After submittal of this Agreement and Ordering Form (and confirmation from Hughes Network Systems stating you have been established as a customer), return to the Hughes LinkSafe™ Website (via BizLink) and follow the directions for order completion in Step 2 of the order process.

By signing below, Customer acknowledges and accepts all terms and conditions contained herein, as well as all terms and conditions contained in the above referenced Attachments, including, without limitation, that Customer acknowledges that the minimum term of Service (or Lease, if applicable) for each site will be 36 months and the Customer is obligated to pay such Service and Lease charges for the duration of this minimum term.

Acknowledged and Agreed:

 (Customer) Gasmart USA

 Signature: [Signature]

 Title: President

 Print Name: David Gray

 Date: 7-8-08

Please fax or mail completed agreement to:
Hughes Network Systems
866-636-0014 - phone
301-601-6338 - fax

Accepted by Hughes Network Systems, LLC

By: _____
 Title: _____
 Date: _____

ATTACHMENT I

DSL SERVICES DESCRIPTION

1. Overview of DSL Services

Hughes Network Systems (“HNS”) will provide DSL Services and the DSL Equipment as described in this Attachment and, in accordance with the terms of this Agreement, establish a terrestrial communications network between an HNS Network Operations Center (“NOC”) and Customer’s designated locations in the contiguous United States. HNS can quote pricing for sites outside of the contiguous United States on a case by case basis.

DSL Service consists of one “Layer 2” (private network connection from Customer’s location to the HNS NOC) or “Layer 3” (connection from the Customer Location to the Internet) connection between each Customer Location and the HNS NOC. For Layer 3 connections, a secure IP-Sec based Virtual Private Network (“VPN”) is established. HNS will supply and install a DSL router that provides a 10/100 Ethernet port (the “DSL Equipment”) at each Customer location. For sites that do not qualify for DSL, HNS will deploy a VSAT, to serve the Customer Location. The data rate achieved at a particular site is dependent on its distance from the nearest serving central office.

2. Operations

HNS NOCs are staffed 24 hours per day, 365 days per year, with HNS technical support personnel. The Enterprise Support Center (“ESC”) is responsible for network operations and management including configuration management and field dispatch. The ESC is also responsible for onsite maintenance and management of the NOC facilities.

3. DSL Installation Services

A. Permits and Approvals

Customer will obtain any landlord approvals, if required, for the Service.

B. Planning and Scheduling

Installations are ordinarily scheduled for completion during normal working hours within a one

(1) week period. Customer personnel will provide access to the site during normal business hours, and occasionally after normal business hours to allow timely completion of the installation. ConocoPhillips' PSE help desk will have read-only access to the current implementation schedule via a web-based portal. To allow necessary time for installation planning, the actual installation date for each site will be determined in relation to the date Customer notifies HNS that any necessary approvals have been secured. For releases of up to twenty-five (25) sites, HNS will use commercially reasonable efforts to complete installation within thirty (30) business days after receipt of such notification. The parties agree, however, that additional time may be required if HNS encounters delays in obtaining any necessary permits or variances, or if nonstandard installations (as defined herein) are required. For releases greater than twenty-five (25) sites, Customer and HNS will agree on an implementation schedule which will define the rate of installs.

C. Site Survey

For sites identified by HNS as requiring a site survey, HNS will perform the site survey to identify technically suitable locations for installing the indoor and outdoor Equipment and cables. HNS will not charge Customer for a site survey unless either (a) HNS does not believe that a site survey is necessary and Customer requests that one still be performed; or (b) Customer later cancels its order for Equipment and Services at a location where HNS has already performed a site survey. Page 5 of 39

D. Standard Installation

HNS performs a standard commercial DSL installation as follows:

- Confirmation that the DSL circuit has been delivered to the site's phone closet.
- Basic inspection of inside wiring from the phone closet to an existing functional inside wiring between the phone closet and the designated jack location.
- For shared line ADSL, tracing and completing all necessary cross connects on existing

functional inside wiring between the phone closet and the designated jack location.

- For other DSL (SDSL, ISDL and dedicated line ADSL), perform standard inside wiring services. Standard inside wiring is defined as wiring that requires no more than 15 minutes.
- HNS will use existing unused wiring or run new inside wiring between the phone closet and the designated jack location if out of available pairs.
- Install NID splitter or in-line filter installation at up to 5 phones.
- Installation of DSL Equipment.
- Interconnecting of DSL Equipment to Satellite Equipment (if applicable) and Customer data equipment using existing Ethernet cables.
- Perform the Equipment installation testing procedure and record data.
- Notify the ESC and ConocoPhillips PSE help desk that the Customer site is in operation and that Service coverage is to begin.

The pricing for standard installations applies in those locations where all site preparation requirements can be performed by the Equipment installation contractor and does not apply to buildings requiring union subcontracting or use of local facilities personnel.

E. Nonstandard Installation

Instances where extensive inside wiring is required to complete an installation, such as tracing and testing through multiple units, telephone closets or multiple stores, or moving an existing jack to another location are considered non-standard and will be completed on a quotation basis. At those locations where standard installations do not apply, HNS will conduct a site survey at Customer's request in order to determine the price for the non-standard Equipment installation. Such price will include the cost of using union or local facilities personnel, if required. The price will be quoted prior to commencement of work and must be agreed to by Customer in writing. For any install activity that requires a second or follow-up site visit, the price will be quoted prior to commencement of work and must be agreed to by Customer in writing. Additional inside

wiring activity that can be completed on the first install visit, not to exceed \$150 per instance, may be accomplished without further Customer authorization.

F. Cancellation

In the event that HNS performs a site survey for a given site and Customer elects not to proceed with or later cancels the installation of that site, Customer will pay HNS the site survey charge set forth in Attachment III.

In addition, in the event Customer cancels a scheduled installation with less than seven (7) days prior notice, Customer will pay HNS the site cancellation charge set forth in Attachment III.

4. Remote Maintenance

A. HNS will make the ESC available 24 hours per day, 365 days per year by toll free telephone access for resolution of problems with the Services. The ESC will designate a single point of contact for the administration and tracking of Customer trouble reports, HNS personnel contact names, telephone numbers, and other trouble reporting and escalation procedures.

B. Corrective Maintenance - DSL Page 6 of 39

Corrective actions are divided into two categories: customer premises ("CP") related and non-CP related.

(a) Non-CP Issues:

For all non-CP related issues that HNS confirms as problems, HNS will resolve the issues by troubleshooting and taking corrective action in the terrestrial network within HNS' infrastructure or its DSL suppliers' infrastructure. The local loop, central office equipment, access and national network issues are in this category.

(b) CP Issues:

HNS will provide corrective maintenance for the DSL Equipment in accordance with the terms provided in this Agreement. Customer's PSE Help Desk must first verify the malfunction and work with remote site personnel to isolate the problem. HNS will restore

Customer's malfunctioning Equipment to good working condition by performing the following corrective maintenance as required:

- i. HNS will dispatch replacement DSL Equipment to the Customer Location for replacement by the HNS field technician if the remote maintenance option has been selected.
- ii. Verification of proper operation and completion of service report.
- iii. Notification to the ESC and the Customer that Equipment has been restored to operational status

C. Service Coverage and Response Times

Continuous Service Coverage (24 hours per day, 365 days per year) shall apply for each site.

D. Spare Parts Support

Spares will be provided as part of this Agreement. An inventory of spare parts will be prepositioned at HNS-designated local maintenance facilities that cover Equipment sites used by Customer.

Spares for the Equipment antenna subsystem, including reflectors, mounts, and modems, as well as spares for the DSL modems will be centrally stocked at a designated location in the continental United States.

HNS will replace malfunctioning Equipment components on a one-for-one exchange basis with a functionally equivalent spare part.

E. Remote maintenance normally includes the repair and/or replacement of any component provided by HNS that malfunctions in the course of ordinary use. Remote maintenance does not, however, include any of the following services. If Customer specifically requests any of the following services, the Demand Services rates specified in Attachment III will apply.

1) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault, or negligence of the Customer, or causes external to the

Equipment, including, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure, or malfunction of data communication Equipment not provided to Customer by HNS, or from any cause other than intended and ordinary use.

2) Changes, modifications, or alterations in or to the Equipment by anyone other than HNS other than HNS-approved upgrades and configuration changes

3) Deinstallation, relocation, or removal of the Equipment or any accessories, attachments, or other devices.

ATTACHMENT II

VSAT SERVICES DESCRIPTION

1. Overview of Satellite Services

HNS will provide full duplex point-to-multipoint satellite communications services and the necessary Satellite equipment as described in this Agreement and, in accordance with the terms of this Agreement,

establish a satellite communications network between an HNS NOC and Customer's designated locations

in the contiguous United States. HNS can quote pricing for sites outside of the contiguous United States on a case by case basis.

Space Segment (satellite transponder capacity) to support the Customer's communication network will be

provided on a Ku-band satellite. The satellite is configured with redundant traveling wave tube amplifiers

("TWTAs"), which provide inherent backup capability in the event of a primary TWTA failure.

2. Operations

HNS NOCs are staffed 24 hours per day, 365 days per year, with HNS technical support personnel. The Customer Care Center ("ESC") is responsible for network operations and management including configuration management and field dispatch. The ESC is also responsible for onsite maintenance and management of the NOC facilities.

3. Installation Services

A. Permits and Approvals

Customer will obtain any landlord approvals, if required, for the Service.

B. Planning and Scheduling

Installations are ordinarily scheduled for completion during normal working hours within a one (1) week period. Customer personnel will provide access to the site during normal business hours, and occasionally after normal business hours to allow timely completion of the installation.

ConocoPhillips' PSE help desk will have read-only access to the current implementation schedule via a web-based portal. To allow necessary time for installation planning, the actual installation date for each site will be determined in relation to the date Customer notifies HNS that any necessary approvals have been secured. For releases of up to twenty-five (25) sites, HNS will use commercially reasonable efforts to complete installation within thirty (30) calendar days after receipt of such notification. The parties agree, however, that additional time may be required if HNS encounters delays in obtaining any necessary permits or variances, or if nonstandard installations (as defined herein) are required. For releases greater than twenty-five (25) sites, Customer and HNS will agree on an implementation schedule which will define the rate of installs.

C. Site Survey

For sites identified by HNS as requiring a site survey, HNS will perform the site survey to identify technically suitable locations for installing the indoor and outdoor Equipment and cables. HNS will not charge Customer for a site survey unless either (a) HNS does not believe that a site survey is necessary and Customer requests that one still be performed; or (b) Customer later cancels its order for Equipment and Services at a location where HNS has already performed a site survey.

D. Site Preparation

For sites identified as requiring preparation by HNS, HNS will perform the following tasks:

- 1) For VSAT installations, construct a standard antenna mounting point of the standard type. Page 8 of 39
- 2) Provide suitable access for the connecting cable from the exterior of the building to the interior and through any concrete, masonry, or fire barrier walls between the indoor and outdoor units.

E. Standard Installation

Standard installations include those commercial locations 1-2 stories from the ground. The

standard installation excludes efforts to structurally reinforce walls or roofs, landscaping, tree removal, excavation into pavement for cable conduit, roof penetrations, or restricted roof access requiring cranes or helicopters. Nonpenetrating roof mounts and wall mounts, as described below, are considered "Standard Installations". Any other type of mount is considered "NonStandard Installation."

The Standard Installation includes material and labor for the following items, the completion of which shall be defined as "Commissioning":

- 1) Nonpenetrating antenna mount for 0.98 and 1.2 meter antenna.
- 2) Ballast as required for the wind zone of each particular site.
- 3) Assembly of the nonpenetrating mount and placement of ballast.
- 4) Ground cable to an existing water pipe or existing grounded structural steel member consisting of #8 gauge wire up to 15 feet in length. Additional length, or a driven ground rod, can be provided on a cost plus 20% basis, if required.
- 5) Two cable runs of up to 150 feet of standard RG-6 coaxial cable for connecting the antenna to the indoor unit.
- 6) Interconnecting cables at the Equipment indoor unit of up to 25 feet in length for all Customer data Equipment.
- 7) Perform initial commissioning procedures, with cooperation of the Hub operator.
- 8) Perform the Equipment installation testing procedure and record data.
- 9) Notify the ESC and ConocoPhillips PSE help desk that the Customer site is in operation and that Service coverage is to begin.

Where necessary, HNS will mount the antenna to an outside wall using HNS standard roof/wall mounting brackets or on a rooftop using standard HNS non-penetrating mount.

Note: Wall mounts must not be mounted to surfaces or building materials that cannot support the wall mount (for example, stucco, aluminum siding, or vinyl siding). The total weight of the VSAT and mount is 75 lbs.

The pricing for VSAT standard installations applies in those locations where all site preparation requirements can be performed by the Equipment installation contractor and does not apply to buildings requiring union subcontracting or use of local facilities personnel.

F. Nonstandard Installation

Installations with specifications outside the "Standard Installation" described above will be treated as non-standard. Examples of such instances are cable runs above the specified length, additional cable drops, and installation sites that are typically high-rise buildings located in cities such as New York, Chicago, San Francisco, etc. At those locations where standard installations do not apply, HNS will conduct a site survey at Customer's request in order to determine the price for the non-standard Equipment installation. Such price will include the cost of using union or local facilities personnel, if required. Price will be quoted prior to commencement of work and must be agreed by Customer in writing.

G. Cancellation

In the event that HNS performs a site survey for a given site and Customer elects not to proceed with or later cancels the installation of that site, Customer will pay HNS the site survey charge set forth in Attachment III.

In addition, in the event Customer cancels a scheduled installation with less than seven (7) days prior notice, Customer will pay HNS the site cancellation charge set forth in Attachment III.

4. Remote Maintenance

A. HNS will make the ESC available 24 hours per day, 365 days per year by toll free telephone access for resolution of problems with the Services. The ESC will designate a single point of contact for the administration and tracking of Customer trouble reports, HNS personnel contact names, telephone numbers, and other trouble reporting and escalation procedures.

B. Corrective Maintenance

HNS will provide corrective maintenance for the remote equipment in accordance with the terms provided in this Agreement. HNS will restore Customer's malfunctioning Equipment to good working condition by performing the following corrective maintenance as required:

- 1) Diagnostic testing to determine the existence and cause of the malfunction
- 2) Removal and replacement of any malfunctioning field replaceable unit ("FRU")
- 3) Reorientation (re-pointing) of the antenna subsystem in the event of misalignment
- 4) Repair or replacement of Equipment interconnecting cables
- 5) Reloading initializing instructions and re-commissioning
- 6) Verification of proper operation and completion of service report
- 7) Notification to the ESC and the Customer host that Equipment has been restored to operational status

C. Service Coverage and Response Times

Continuous Service Coverage (24 hours per day, 365 days per year) shall apply for each site.

E. Spare Parts Support

Spares will be provided as part of this Agreement. An inventory of spare parts will be prepositioned at HNS-designated local maintenance facilities that cover Equipment sites used by

Customer.

Spares for the Equipment antenna subsystem, including reflectors, mounts, and modems, will be centrally stocked at a designated location in the continental United States.

HNS will replace malfunctioning Equipment components on a one-for-one exchange basis with a functionally equivalent spare part.

F. Remote maintenance normally includes the repair and/or replacement of any component provided by HNS that malfunctions in the course of ordinary use. Remote maintenance does not, however, include any of the following services. If Customer specifically requests any of the following services, the Demand Services rates specified in Attachment III will apply.

- 1) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident,

lightning, theft, misuse, fault, or negligence of the Customer, or causes external to the Equipment, including, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure, or malfunction of data communication Equipment not provided to Customer by HNS, or from any cause other than intended and ordinary use.

2) Changes, modifications, or alterations in or to the Equipment by anyone other than HNS other than HNS-approved upgrades and configuration changes.

3) Deinstallation, relocation, or removal of the Equipment or any accessories, attachments, or other devices.

**ATTACHMENT III
PRICING SCHEDULE – Effective 6/1/2011**

LinkSafe™ Elite NEW TO BRAND Pricing (per month)					
	Service	Maintenance	Service & Maintenance Subtotal	Lease Total (includes router & firewall)	Total
VSAT purchase – 36 month service term	\$77	\$40	\$117		\$117.00
VSAT 36 month lease	\$77	\$40	\$117	\$89.43	\$206.43
VSAT 60 month lease	\$77	\$40	\$117	\$60.92	\$177.92
DSL Shared purchase – 36 month service term	\$100	\$40	\$140		\$140.00
DSL Shared 36 month lease	\$100	\$40	\$140	\$53.55	\$193.55
DSL Shared 60 month lease	\$100	\$40	\$140	\$36.48	\$176.48
DSL Dedicated purchase – 36 month service term	\$109	\$40	\$149		\$149.00
DSL Dedicated 36 month lease	\$109	\$40	\$149	\$55.96	\$204.96
DSL Dedicated 60 month lease	\$109	\$40	\$149	\$38.12	\$187.12

Service Includes:

- DSL 128k/1.5M shared or dedicated line service plan (data rate achieved at a particular site is dependent on its distance from the nearest service central office)
OR
E200 VSAT service plan (upstream: typical 64 kbps, burst to 128 kbps/downstream: typical 768 kbps, burst to 1024 kbps)
- Help Desk Support (7 x 24 Tier 3) for support of COP Help Desk
- Program Management and Network Engineering
- Remote Network Monitoring
- 7 x 24 Remote Site Maintenance
- VADB – Virtual Automatic Dial Back-up
- Valid for Customer Locations in the Contiguous United States
- Fenced Internet (maximum of 350 URLs for ConocoPhillips system)

LinkSafe™ Elite Renewal Pricing (per month)					
	Service	Maintenance	Service & Maintenance Total	Lease Total (includes router & firewall)	Total
VSAT purchase 24 month service term*	\$83	\$40	\$123		\$123
VSAT purchase 36 month service term	\$77	\$40	\$117		\$117
VSAT 24 month lease*	\$83	\$40	\$123	\$42	\$165
VSAT 36 month lease	\$77	\$40	\$117	\$27	\$144
DSL Shared purchase 24 month service term*	\$106	\$40	\$146		\$146
DSL Shared purchase 36 month service term	\$100	\$40	\$140		\$140
DSL Shared 24 month lease*	\$106	\$40	\$146	\$26	\$172
DSL Shared 36 month lease	\$100	\$40	\$140	\$17	\$157
DSL Dedicated purchase 24 month service term*	\$115	\$40	\$155		\$155
DSL Dedicated purchase 36 month service term	\$109	\$40	\$149		\$149
DSL Dedicated 24 month lease*	\$115	\$40	\$155	\$26	\$181
DSL Dedicated 36 month lease	\$109	\$40	\$149	\$17	\$166

* Indicates term not previously offered—for renewals only!

** Pricing for LinkSafe™ Plus and/or serial converters will not change.

Hardware:

- VSAT Router: \$1,810 (includes satellite equipment with 0.98 meter antenna, 2W RF head, 4x4 nonpenetrating mount, and standard installation)
- DSL Router - Shared: \$770 (includes DSL router and standard installation)
- DSL Router - Dedicated: \$840 (includes DSL router and standard installation)
- Firewall (DSL or VSAT): \$782 (provides LAN segmentation for non-credit applications and offers enhanced security)

Buyout of Lease Pricing (then pay service and maintenance only)		
Firewall cost is \$156 Plus:		Total Buyout Price
VSAT router	\$362	\$518
DSL router (shared or dedicated)	\$154	\$310
Note: Buyout must be of both the firewall and the router – cannot buyout one or the other		

LinkSafe™ Basic:

- Equipment/installation: VSAT Router, 0.98 meter antenna, 2W RF head, 4x4 non-penetrating mount - standard installation
- Purchase: \$1,810 **OR**
Lease (minimum 24 Month Site Service Term): \$84.35/month PLUS
- Service (Secure Credit Only): \$50.50/month
- Includes:
 - E100 Service Plan
 - upstream: typical 32 kbps, burst to 64 kbps / downstream: typical 100 kbps, burst to 250 kbps
 - Help Desk Support (7 x 24 Tier 3) for support of COP Help Desk
 - Program Management and Network Engineering
 - Remote Network Monitoring
 - Next Business Day (Monday – Friday , 8 a.m. – 5 p.m.) Remote Site Maintenance
 - Valid for Customer Locations in the Contiguous United States

Notes:

1. **LinkSafe™ Basic** is available only for approved new VX570 sites.
2. **LinkSafe™ Basic** is offered in VSAT only (DSL is not available).
3. If Customer elects the purchase option, the minimum service term is 24 months. The minimum service term for other equipment options is the same as the lease term elected.
4. Internet access is not available for **LinkSafe™ Basic**.

Customer-Specific Network Support and Services:

Hughes will provide network design consultation and support for Customer specific connectivity and application requirements. Hughes will advise if such requirements require additional equipment or connections not included in the baseline services outlined above. In particular, Hughes will advise both ConocoPhillips and Customer whenever requirements would impact the PCI compliancy status of the network. Pricing to facilitate any such additional connectivity requirements or to maintain PCI compliancy will be quoted by Hughes and accepted by ConocoPhillips and Customer, as applicable, prior to commencement of any related work.

Remote Maintenance – DSL or Satellite:

- **LinkSafe™ Elite:** 7 x 24 included in baseline services package as per above
- **LinkSafe™ Basic:** Next Business Day is only available for LinkSafe™ Basic and is included in the LinkSafe™ Basic service package as per above. Next Business Day Coverage (Service Coverage Hours are 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, holidays excepted, beginning the next business day after a call is received). Customer's call shall be considered received the same day when received by Hughes between the hours of 8:00 a.m. and 5:00 p.m., local time at the remote site, Monday through Friday, holidays excluded. Calls shall be considered received the following business day if received by Hughes at any other time.

For sites with Next Business Day Coverage, Hughes will dispatch a Customer Service Representative (CSR) to be onsite before the end of the next Hughes business day after the call was received by Hughes. For 7 x 24 coverage, Hughes will dispatch a CSR to be onsite at Customer's premises, in accordance with the maintenance response time table given below (measured from the time of authorization by Hughes).

Maintenance Response Time Table	
Distance from Service Office	Response Time
0-50 miles	4 hours
51-100 miles	5 hours
101-150 miles	6 hours
151-200 miles	10 hours
Over 200 miles	24 hours

Options:

- **Backhaul:** Quoted as required to meet individual Customer needs.

Optional Equipment and Miscellaneous Non-standard Installation Charges	
Equipment Description	Price
Increase antenna (and antenna mount) to 1.2 meter during initial installation	\$200
0.98 meter deiced antenna	
• During initial installation	\$650
• After initial installation	\$1,350
1.2 meter deiced antenna	
• During initial installation	\$725
• After initial installation	\$1,450
Electrical Service Installation for Deicing	\$550 incremental
Additional data cable installed (> 25 feet)	\$1.00/foot
Site Survey and Report	\$625/each
Note: This charge is assessed if a Site Survey and Report have been prepared for the applicable site and Customer elects not to proceed with the installation.	
Obtain permits and approvals, required additional or special documentation or requiring attendance at meeting before local planning or zoning boards.	\$90/hour plus all direct expenses at cost plus 20%
Obtain permits and approvals where requested, but not required	\$90/hour plus all direct expenses at cost plus 20%
Engineering Drawings, Special Reports, etc. (applies only if such drawings or reports are requested by Customer)	Cost plus 20%

Optional Equipment and Miscellaneous Non-standard Installation Charges (continued)	
Equipment Description	Price
IFL Cables (install involves two cable runs – the following pricing covers both cables for the associated length) Non-plenum: <ul style="list-style-type: none"> • Up to 150 feet • 151–200 feet • 201–250 feet • > 250 feet 	Included \$50 additional \$100 additional \$2.50 per foot
Plenum: <ul style="list-style-type: none"> • Up to 150 feet • 151–200 feet • 201–250 feet • > 250 feet 	\$150 additional \$225 additional \$350 additional \$3.50 per foot
Expedited Installation at Customer’s Request (requested with less than 15 business days of notice) charge is waived if Hughes does not meet the requested date	\$550/site
Aborted or Cancelled Installation This charge will only apply in cases where the installation has been cancelled by Customer within seven (7) days of the scheduled installation.	\$750 each
Deinstallation of nonpenetrating mount site	\$550
Site relocation charges Assumes same city deinstall/reinstall within 72 hours, if not, add \$170 for storage and shipping	\$1,125
Nonstandard Installations	Individual Bid
DSL Relocation (includes deinstallation and reinstallation)	\$475
Satellite Relocation (includes deinstallation and reinstallation) <ul style="list-style-type: none"> • .98m Antenna • 1.2m Antenna Assumes same city deinstall/reinstall within 72 hours; if not, add \$170 for storage and shipping.	\$1,100 \$1,390
8-port Ethernet Hub	\$60
Installation of 8-port Ethernet Hub	\$75
8-port Ethernet Hub Maintenance	\$3/month/site

Charges for Other Services:

Satellite Service Plans (Incremental Over Included Plan)				
Enterprise Service Plans	Typical Applications	Typical Speeds Up/Down Stream*	Burst Up To Speed Up/Down Stream	Price/Site/Month
E-200	Credit, polling, fenced Internet (Back Office), email	64/768	128/1024	Included
E-300	Credit, polling, fenced Internet (Back Office), email	128/1024	256/1544	\$21
E-400	Credit, polling, intranet (Back Office), email, Internet	128/1024	256/1544	\$32

* Actual data rates (in kbps) may vary and are not guaranteed. Interactive Web pages and compressible data files can benefit from Hughes' satellite acceleration and compression technology. Commercially available measurement tools may not use compressible files and therefore may not provide the same results.

Open Internet Incremental Charges	
• DSL	\$3/month/site
• VSAT E-400	\$32/month/site

Demand Service Rates:

The following pricing applies to Time & Material (T&M) invoices for out of scope services. The actual calculation is the "Hourly Rate" plus the "Travel Zone Charge."

Hourly Rate		Travel Zone Charge	
Normal Hours (8 a.m. – 5 p.m. local time, Monday – Friday)	\$125/Hour	0–25 Miles	\$77
After Hours Weekday (5 p.m. – 8 a.m. Monday – Thursday)	\$150/Hour	26–50 Miles	\$143
Weekend (5 p.m. Friday – 8 a.m. Monday)	\$150/Hour	51–100 Miles	\$286
		101+ Miles	\$473

Time & Material is defined as charges for out of scope visits to a customer location for repairing of physically damaged items, disconnected cables, or other diagnosis and repair of user equipment related problems. Material will be charged at cost plus 20%.

- **Special Equipment Charges**

In the event that special equipment is required for maintenance (including, but not limited to scaffolding and power lift trucks), it will be provided by Hughes, if practical, and Customer will be billed for the actual cost to Hughes plus 20%. At sites requiring special equipment for physical access, onsite repair time in excess of 1 hour will be billed at prevailing rates for Demand Services specified above.

- **False Call-Out Charge**

In the event that Customer calls out an Hughes Service Representative to its location, and such Representative determines that the problem was not caused by Hughes, Hughes may assess a False Call-Out Charge of \$200 per instance.

TERMS AND CONDITIONS APPLICABLE TO PURCHASES

1. THE SERVICES AND EQUIPMENT

A. During the term of this Agreement, Hughes will provide the communication services specified in [Attachment I](#) (for DSL Services) or [Attachment II](#) (for VSAT Services) (the "Services"). As part of the Services, Hughes will sell the applicable equipment described in [Attachment III](#) (collectively, the "Equipment") for specified locations within the contiguous United States. In addition, as part of the Equipment purchase, Hughes will provide the installation services set forth in [Attachment I](#) or [Attachment II](#), as applicable, to install and implement the Equipment at each such Customer location ("Installation Services").

B. From time to time, Hughes may provide certain supplementary services upon request, including supplementary maintenance and repair services, which are outside the scope of the Services ("Demand Services"). Whenever reasonably practicable, the parties will, prior to providing any Demand Services, develop and mutually agree in writing upon the details regarding such services. Unless otherwise specified in writing, Hughes will charge the time and material charge rates set forth in [Attachment III](#) for any Demand Services.

C. Customer understands that Hughes' DSL suppliers have reserved the right to determine their service areas, and the right to maintain, reconfigure, or discontinue any service and/or product. In the event that Hughes' suppliers make any such changes that prohibit Hughes from continuing to provide DSL services, Hughes will provide at least thirty (30) days' written notice of such service or product discontinuation and transition the affected store to VSAT or frame relay service in order to avoid a service outage. If neither VSAT nor frame relay service is available as an alternative to the discontinued DSL service, Hughes will waive any remaining Site Service Term for the affected location(s).

D. Customer understands that Hughes' DSL suppliers are communications common carriers licensed and regulated by the Federal Communications Commission and state public utility commissions. This Agreement may be subject to such changes or modifications as any such regulatory body may from time to time direct in the exercise of its jurisdiction.

2. TERM OF SERVICES; RIGHTS OF CANCELLATION OR SUSPENSION

A. TERM

Customer shall provide Hughes with site information for each site to receive Services, including address and a local contact name and phone number. After expiration of the Minimum Initial Term (as defined for the applicable Service in [Attachment III](#)), the Term will automatically continue on a month-to-month basis, unless you notify Hughes of your intention to terminate at least 90 days prior to the expiration of said Minimum Initial Term.

B. TERMINATION OR SUSPENSION BY HUGHES

Hughes may immediately, in its discretion, either suspend access to or use of the Service or terminate your account and this Agreement in the event of any material breach of this Agreement by you that is not cured within thirty (30) days after written notice from Hughes, or if Hughes is required to do so by law.

If you do not pay any undisputed sum due to us when due or if you are in breach of any material provision of this contract, you will be in default. If you are ever in default, we will notify you in writing, and you will have thirty (30) days to cure your default. If you do not cure the default, we can, at our option, terminate this Agreement. We may also use any of the remedies available to us at law or in equity. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time.

C. 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 to the date of such action. Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation of this Agreement or of any law or legal obligation by you or any user of your account.

3. FEES AND PAYMENT

A. The prices for the Equipment and Services to be provided hereunder ("Charges") are set forth in [Attachment III](#).

B. You acknowledge that certain of Hughes' suppliers establish the prices charged to Hughes for DSL, and the terms on which such suppliers sell services to Hughes may change. Hughes may adjust your DSL pricing if the prices charged to Hughes by its DSL supplier increase. Customer shall be notified at least thirty (30) days in advance of any expected increase. Any such increase (i) may not occur prior to January 1, 2009; (ii) may not occur more than once per calendar year thereafter; and (iii) shall be limited to an increase of ten percent (10%) per calendar year.

C. The Charges provided for in this Agreement are exclusive of the following taxes and charges with respect to the Services or Equipment provided hereunder: (i) any present or future Federal, State, or local excise, sales or use taxes, utility user's fees, municipal occupation and license taxes, excise taxes, business and occupational taxes, 911 taxes, franchise fees and universal service fund fees or taxes.; (ii) any other present or future tax or other charge or assessment upon or measured by the gross receipts from the transactions provided in this Agreement or any allocated portion thereof or by the gross value of the Equipment, Services, and other materials provided hereunder; and (iii) any present or future property, inventory, or value-added tax or similar charge. For purposes of this paragraph, taxes do not include any taxes that are imposed upon or measured by the net income of Hughes. You will pay and discharge, either directly to the governmental agency or as billed by Hughes, the foregoing taxes and charges and all assessments, and other taxes with respect to the transactions provided in this Agreement and all Services and Equipment provided hereunder.

D. Hughes will invoice all recurring monthly Charges on a monthly basis.

E. Hughes will invoice Equipment and installation Charges upon completion of installation. Hughes will invoice all non-standard installation service costs upon completion of delivery of such Equipment or provision of such installation service.

F. Except for disputed amounts, you will pay all invoices submitted hereunder net thirty (30) days from the receipt of invoice. Furthermore, if Hughes does not receive payment before the next statement is issued, Hughes has the right to suspend the Service upon notice and the expiration of a 14-day grace period thereafter with respect to the amount due, and you may be charged interest on the delinquent balance at the rate of one-half percent (0.5%) per month, prorated on a daily basis.

4. ANCILLARY EQUIPMENT, SERVICES

It is your responsibility to maintain and operate suitable and fully compatible terminal equipment and communication devices required to access the Service. CUSTOMER ACKNOWLEDGES THAT CERTAIN CUSTOMER EQUIPMENT MAY HAVE BEEN ACQUIRED SEPARATE AND APART FROM THIS CUSTOMER AGREEMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING SUCH CUSTOMER EQUIPMENT, EXCEPT FOR EQUIPMENT BEING MAINTAINED BY HUGHES UNDER THIS AGREEMENT. HUGHES MAKES NO REPRESENTATION OR WARRANTIES PURSUANT TO THIS CUSTOMER AGREEMENT, EITHER EXPRESS OR IMPLIED, REGARDING ANY SUCH CUSTOMER EQUIPMENT.

5. SOFTWARE LICENSE

Subject to the terms of this Agreement, Hughes grants to you a personal, non-exclusive, non-assignable, and nontransferable license to use and display any software which may be provided by or on behalf of Hughes, now or in the future, for purposes of using the Service ("Software"). Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You agree that you shall not copy or duplicate, or permit anyone else to copy or duplicate, any part of the software provided hereunder, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement. Hughes agrees that your normal backup and disaster recovery procedures shall not be considered to be unauthorized copying. Hughes warrants and represents that it owns the Software or has the right to grant a license and that the Software hereby licensed does not infringe upon or violate any copyright, patent, trademark, trade secret or any other proprietary right of any third party.

6. SPECIFIC RESTRICTIONS ON USE OF THE SERVICE

You agree to use the Equipment provided under this Agreement for business purposes only.

A. PROHIBITED CONDUCT

You agree not to knowingly upload, post, or otherwise publish on or over the Service, and not to seek on or over the Service, any software, file, information, communication, or other content:

(a) which violates or infringes upon the rights of anyone else; (b) which adversely affects the performance or availability of the Service or Hughes' resources; and (c) which contains any virus, worm, cancelbot, harmful component, or corrupted data.

This Section shall not be interpreted to restrict you from utilizing mail services in conducting a legitimate business except that you may not, without the approval of Hughes, send unsolicited advertising or promotional material utilizing the Services.

B. ILLEGAL OR COMPETITIVE PURPOSES

You agree not to use the Service or any of its elements or related facilities or capabilities to conduct any business or activity, or to solicit the performance of any activity, which is prohibited by or would violate any applicable law, rule, regulation, or legal obligation.

C. COMPLIANCE WITH LAWS

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

7. TITLE AND RISK OF LOSS; INSURANCE

The risk of loss or damage to all Equipment will pass to you upon delivery, and title to the Equipment will pass to you upon payment. This Agreement will constitute a security agreement with respect to all Equipment delivered or installed at your location up to the date of payment, and you hereby authorize Hughes to sign and file on behalf of you any financing statements or other documents that may be necessary to perfect such security interest. All costs relative to such filings shall be borne by Hughes.

8. CUSTOMER OBLIGATIONS

You agree to:

A. Grant HHughesNS and its authorized representatives access to your premises as reasonably requested for the purpose of performing Services as described in this Agreement. Hughes reserves the right to bill you at its then-current Demand Services rate for any additional services or materials required due to delays or return calls necessitated by your failure to provide access to its facilities in order to perform the Services.

B. Obtain any landlord approvals required for the installation of Equipment.

C. You shall ensure that your personnel cooperate with and assist Hughes, as required, to install the Equipment, and to troubleshoot and isolate faults in the Equipment or the Software. You shall also ensure that your facilities are adequately staffed during installation and service coverage hours to provide Hughes reasonable assistance.

D. You will ensure that your site-environment conditions for each site comply with the following requirements:

Indoors

Operating Temperature: 10°C to 40°C

Humidity: 10% to 90%

E. Prior to reporting any Service faults, you shall first use your best efforts to isolate such faults, and to isolate faults to ensure they are not caused by any hardware, software, or network equipment external to the Equipment, Software, or Services provided by Hughes.

F. You acknowledge that if you do not perform in all material respects the obligations set forth above with respect to the sites, Hughes shall be excused from any delays or failure to provide Equipment and/or Services.

9. WARRANTIES, LIABILITY, AND RESPONSIBILITY

A. WARRANTIES

SERVICE WARRANTY: HUGHES WARRANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO PERFORM THE SERVICES DESCRIBED HEREIN WITH CARE, SKILL, AND DILIGENCE.

HARDWARE WARRANTY: HUGHES HEREBY ASSIGNS TO CUSTOMER ANY AND ALL MANUFACTURERS' WARRANTIES ON THE HARDWARE.

SOFTWARE WARRANTY: THE SOFTWARE WARRANTY PERIOD IS 90 DAYS FROM THE DATE OF INSTALLATION. HUGHES WARRANTS THAT THE SOFTWARE WAS DEVELOPED WITH REASONABLE DILIGENCE AND SKILL, AND THAT IT SUBSTANTIALLY CONFORMS TO PUBLISHED DOCUMENTATION AND SOURCE FILES. IF CUSTOMER NOTIFIES HUGHES DURING THE SOFTWARE WARRANTY PERIOD OF A DEFECT, HUGHES WILL REPAIR OR REPLACE ANY DEFECTIVE SOFTWARE.

HUGHES WARRANTS THAT IT HAS NOT RECEIVED ANY NOTICE OF ANY CLAIM OF INFRINGEMENT WITH RESPECT TO THE PROVIDED SOFTWARE, HARDWARE OR SERVICES.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, HUGHES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND HUGHES SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

B. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO EACH OTHER FOR SPECIAL, COLLATERAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF DATA, LOSS OF SAVINGS, LOSS OF USE, INTERRUPTIONS OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE EQUIPMENT, SOFTWARE, AND SERVICES PROVIDED HEREUNDER, EVEN IF SUCH DAMAGES WERE FORESEEABLE. HUGHES' MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT ACTUALLY PAID TO HUGHES BY CUSTOMER DURING TERM OF THIS AGREEMENT, OR (B) FIVE MILLION DOLLARS (\$5,000,000). Notwithstanding the foregoing, the cap on liability provided in the previous sentence shall not apply to any claims for bodily injury or property damage. Notwithstanding the foregoing, this Section 8.B shall not apply to any liability arising from HUGHES' willful misconduct or gross negligence.

C. 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 HUGHES OR OTHERS WERE ADVISED OR AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR LIABILITY.

10. INDEMNITY

You and Hughes shall indemnify, defend and hold the other harmless from and against any claims, demands, and causes of action asserted against the indemnitee by any person (including, without limitation, Hughes' and your employees, Hughes' subcontractors and employees of such subcontractors or any third party) for personal injury or death or for loss of or damage to property resulting from the indemnitor's negligence or willful misconduct hereunder. Where personal injury, death, or loss of or damage to property is the result of the joint negligence or willful misconduct of you and Hughes, the indemnitor's duty of indemnification shall be in proportion to its allocable share of joint negligence or willful misconduct.

Each party's indemnification obligation shall be contingent upon the indemnitee giving prompt written notice to the indemnitor of any such claim, demand, or cause of action and permitting the indemnitor to have sole control of the defense thereof.

11. CHOICE OF LAW

All of the parties' respective rights and duties in connection herewith shall be governed by and construed in accordance with the laws of the State of Texas.

12. MISCELLANEOUS

Where notification by Hughes is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, 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. If this cannot be done and the entire term 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 from the beginning. 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. 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. Hughes and you will be and shall act as independent contractors. You agree that Hughes may, at its sole discretion, subcontract the whole or any part of its obligations under this Agreement; provided that Hughes agrees that it will retain full responsibility for such obligations despite such subcontract. This Agreement may be modified only by written agreement and not by course of performance. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

13. ASSIGNMENT

Except for (i) assignment to a successor who acquires substantially all of the assets and business of Hughes or you, (ii) assignment to a subsidiary company, parent company, or subsidiary of parent company, or (iii) assignment, pledge, or transfer by Hughes of any interest in any payments to be received by Hughes hereunder, neither party hereto may assign this Agreement or any portion hereof without the prior written consent of the other. Any assignment permitted hereunder, or otherwise agreed to by the other party hereto will not relieve the assigning party of any obligations with respect to any covenant, condition, or obligation required to be performed by the assigning party under this Agreement.

14. FORCE MAJEURE

A. Neither party shall be responsible or liable for failure to fulfill its obligations hereunder due to (i) actions or inactions of the other party; or (ii) causes beyond a party's reasonable control, including but not limited to labor disputes, actions or inactions of governmental authorities or suppliers, power failure, Internet failures, or acts of God. The parties specifically agree that rain, snow, or other ordinary weather conditions (excluding tornadoes, hurricanes, and other major storms) do not constitute Force Majeure conditions.

B. The party which is prevented from performing by force majeure shall advise the other party immediately of its inability to meet its obligations under the given contract, specifying the cause of the force majeure and estimated extent to which the event or condition will impact performance, and shall advise the other party when such difficulty ceases. The party claiming a force majeure event or condition shall act diligently to remove or remedy such condition (but shall not be required to settle any labor dispute on unfavorable terms). If Hughes fails to give such advice in writing to Customer within forty-eight (48) hours of the occurrence of the event or condition, Hughes may not claim force majeure as a defense hereunder.

C. When Hughes cannot provide Services by reason of force majeure for a period longer than fourteen (14) days, Customer may terminate Services at the affected location(s) immediately upon written notice without further liability.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire and only agreement with respect to the subject matter hereof between Hughes and you. 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.

16. CONFIDENTIALITY

Each party agrees to keep confidential all information related to the other party's business and the Hughes Services and Equipment that is not publicly known ("Proprietary Information"). Such Proprietary Information shall belong solely to the disclosing party and we both agree to maintain the Proprietary Information in confidence and not to use or disclose any Proprietary Information without prior written consent unless such Proprietary Information becomes part of public knowledge or literature without breach of this Agreement, or was known to the recipient or in its possession prior to its disclosure by the disclosing party or is required to be disclosed by a court of competent jurisdiction or by law or applicable regulation.

17. PCI COMPLIANCE

As used in this paragraph, "PCI Standard" means data security standards adopted by Visa, MasterCard, American Express, and Discover to create a global standard for the protection of credit cardholder personal information. A copy of such PCI Standard shall be found at the following Website: <http://usa.visa.com>. Hughes represents and warrants that the wide area network Services, Software, and Equipment provided pursuant to this Agreement shall be in compliance with the PCI Standard, as in effect at the time of the execution of this Agreement, and as amended from time to time. Further, Hughes agrees to comply with all applicable local, state and federal laws, rules, and regulations in connection with its activities under this Agreement.

The parties recognize and acknowledge that being PCI-compliant is not a guarantee against a security breach, but is merely a standard designed to minimize the likelihood of such breaches. Hughes acknowledges that it is responsible for the security of cardholder data that it possesses as a result of the performance of this Agreement. Further, Hughes agrees to comply with the PCI Standard during the term of this Agreement. Customer is responsible for PCI compliance as a "merchant" as described in the PCI Standard.

Each party reserves the right to perform a forensic audit, to be conducted by a third-party forensic auditor, of any related systems in order to determine whether the Equipment or Services are in compliance with PCI Standards.

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TERMS AND CONDITIONS APPLICABLE TO LEASES

1. THE SERVICES AND EQUIPMENT

A. During the term of this Agreement, Hughes will provide the communication services specified in [Attachment I](#) (for DSL Services) or [Attachment II](#) (for VSAT Services) (the "Services"). As part of the Services, Hughes will sell the equipment described in [Attachment III](#) (collectively, the "Equipment") for specified locations within the contiguous United States. In addition, as part of the Equipment purchase, Hughes will provide the installation services set forth in [Attachment I](#) or [Attachment II](#) to install and implement the Equipment at each such location ("Installation Services").

B. From time to time, Hughes may provide certain supplementary services upon request, including supplementary maintenance and repair services, which are outside the scope of the Services ("Demand Services"). Whenever reasonably practicable, the parties will, prior to providing any Demand Services, develop and mutually agree in writing upon the details regarding such services. Unless otherwise specified in writing, Hughes will charge the time and material charge rates set forth in [Attachment III](#) for any Demand Services.

C. Customer understands that Hughes' DSL suppliers have reserved the right to determine their service areas, and the right to maintain, reconfigure, or discontinue any service and/or product. In the event that Hughes' suppliers make any such changes that prohibit Hughes from continuing to provide DSL services, Hughes will provide at least thirty (30) days' written notice of such service or product discontinuation and transition the affected store to VSAT or frame relay service in order to avoid a service outage. If neither VSAT nor frame relay service is available as an alternative to the discontinued DSL service, Hughes will waive any remaining Site Service Term for the affected location(s).

D. Customer understands that Hughes' suppliers are communications common carriers licensed and regulated by the Federal Communications Commission and state public utility commissions. This Agreement may be subject to such changes or modifications as any such regulatory body may from time to time direct in the exercise of its jurisdiction.

2. TERM OF SERVICES; RIGHTS OF CANCELLATION OR SUSPENSION

A. TERM

Customer shall provide Hughes with site information for each site to receive Services, including address and a local contact name and phone number. After expiration of the Minimum Initial Term, the Term will automatically continue on a month-to-month basis, unless you notify Hughes of your intention to terminate at least 90 days prior to the expiration of said Minimum Initial Term.

B. TERMINATION OR SUSPENSION BY HUGHES

Hughes may immediately, in its discretion, either suspend access to or use of the Service or terminate your account and this Agreement in the event of any material breach of this Agreement by you that is not cured within thirty (30) days after written notice from Hughes, or if Hughes is required to do so by law.

If you do not pay any undisputed sum due to us when due or if you break any of your promises in the Agreement, you will be in default. If you are ever in default, we will notify you in writing, and you will have thirty (30) days to cure your default. If you do not cure the default, we can, at our option, terminate this Agreement and require that you pay the unpaid balance of the equipment lease charges under this Agreement. Hughes may, in addition to any other rights or remedies available to it at law or in equity or under this Agreement, use all reasonable measures, including without limitation self-help remedies, to recover possession of any Equipment not previously purchased by you. We may also use any other remedies available to us at law or in equity. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time.

C. CONTINUATION OF OBLIGATIONS

Notwithstanding any cancellation or termination of this Agreement or any account, or any suspension or termination of access to or use of the Service for any reason, you will remain responsible for any obligations accrued to the date of such action. Without limiting the foregoing, your payment and other obligations under this Agreement are not suspended or affected by (i) any loss or destruction of any Equipment from any cause whatsoever, other than loss or destruction caused by Hughes; or (ii) a suspension of access to or use of the Service, in whole or in part, due to a violation of this Agreement or of any law or legal obligation by you or any user of your account.

3. FEES AND PAYMENT

A. The prices for the Equipment and Services to be provided hereunder ("Charges") are set forth in [Attachment III](#).

B. You acknowledge that certain of Hughes' suppliers establish the prices charged to Hughes for DSL, and the terms on which such suppliers sell services to Hughes may change. Hughes may adjust your DSL pricing if the prices charged to Hughes by its DSL supplier increase. Customer shall be notified in writing at least thirty (30) days in advance of any expected increase. Any such increase (i) may not occur prior to January 1, 2009; (ii) may not occur more than once per calendar year thereafter; and (iii) shall be limited to an increase of ten percent (10%) per calendar year.

C. You acknowledge and agree that, except in the event you terminate this Agreement for an event of Hughes' default, and except as otherwise specified herein for the violation of your Quiet Possession, your obligation to pay all Charges for Leased Equipment hereunder, and the rights of supplier in and to such Charges, shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, counterclaim, or recoupment for any reason whatsoever.

D. If there is an increase or decrease in the 5-year T-Bill rate, supplier will increase or decrease the Equipment Charges set forth herein for locations for which you have leased Equipment, but only for future sites that have not yet been released by you for installation. The 5-year T-Bill rate as of the effective date of the Hughes-COP Agreement shall be the initial reference point for any such adjustments.

E. The Charges provided for in this Agreement are exclusive of the following taxes and charges with respect to the Services or Equipment provided hereunder: (i) any present or future Federal, State, or local excise, sales or use taxes, utility user's fees, municipal occupation and license taxes, excise taxes, business and occupational taxes, 911 taxes, franchise fees and universal service fund fees or taxes; (ii) any other present or future tax or other charge or assessment upon or measured by the gross receipts from the transactions provided in this Agreement or any allocated portion thereof or by the gross value of the Equipment, Services, and other materials provided hereunder; and (iii) any present or future property, inventory, or value-added tax or similar charge. For purposes of this paragraph, taxes do not include any taxes that are imposed upon or measured by the net income of Hughes. You will pay and discharge, either directly to the governmental agency or as billed by Hughes, the foregoing taxes and charges and all assessments, and other taxes with respect to the transactions provided in this Agreement and all Services and Equipment provided hereunder.

F. Hughes will invoice all recurring monthly Charges on a monthly basis.

G. Hughes will invoice Equipment and installation Charges upon completion of installation. Hughes will invoice all non-standard installation service costs upon completion of delivery of such Equipment or provision of such installation service.

H. Except for disputed amounts, you will pay all invoices submitted hereunder net thirty (30) days from the receipt of invoice. Furthermore, if Hughes does not receive payment before the next statement is issued, Hughes has the right to suspend the Service upon notice and the expiration of a 14-day grace period thereafter with respect to the amount due, and you may be charged interest on the delinquent balance at the rate of one-half percent (0.5%) per month, prorated on a daily basis.

4. ANCILLARY EQUIPMENT, SERVICES

It is your responsibility to maintain and operate suitable and fully compatible terminal equipment and communication devices required to access the Service. CUSTOMER ACKNOWLEDGES THAT CERTAIN CUSTOMER EQUIPMENT MAY HAVE BEEN ACQUIRED SEPARATE AND APART FROM THIS CUSTOMER AGREEMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING SUCH CUSTOMER EQUIPMENT, EXCEPT FOR EQUIPMENT BEING MAINTAINED BY HUGHES UNDER THIS AGREEMENT. HUGHES MAKES NO REPRESENTATION OR WARRANTIES PURSUANT TO THIS CUSTOMER AGREEMENT, EITHER EXPRESS OR IMPLIED, REGARDING ANY SUCH CUSTOMER EQUIPMENT.

5. SOFTWARE LICENSE

Subject to the terms of this Agreement, Hughes grants to you a personal, non-exclusive, non-assignable, and nontransferable license to use and display any software which may be provided by or on behalf of Hughes, now or in the future, for purposes of using the Service ("Software"). Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You agree that he or she shall not copy or duplicate, or permit anyone else to copy or duplicate, any part of the software provided hereunder, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement. Hughes agrees that your normal backup and disaster recovery procedures shall not be considered to be unauthorized copying. Hughes warrants and represents that it owns the Software or has the right to grant a license and that the Software hereby licensed does not infringe upon or violate any copyright, patent, trademark, trade secret, or any other proprietary right of any third party.

6. SPECIFIC RESTRICTIONS ON USE OF THE SERVICE

You agree to use the Equipment provided under this Agreement for business purposes only.

A. PROHIBITED CONDUCT

You agree not to knowingly upload, post, or otherwise publish on or over the Service, and not to seek on or over the Service, any software, file, information, communication, or other content:

(a) which violates or infringes upon the rights of anyone else; (b) which adversely affects the performance or availability of the Service or Hughes' resources; and (c) which contains any virus, worm, cancelbot, harmful component, or corrupted data.

This Section shall not be interpreted to restrict you from utilizing mail services in conducting a legitimate business except that you may not, without the approval of Hughes, send unsolicited advertising or promotional material utilizing the Services.

B. ILLEGAL OR COMPETITIVE PURPOSES

You agree not to use the Service or any of its elements or related facilities or capabilities to conduct any business or activity, or to solicit the performance of any activity, which is prohibited by or would violate any applicable law, rule, regulation, or legal obligation.

C. COMPLIANCE WITH LAWS

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

7. TITLE AND RISK OF LOSS; INSURANCE; RETURN OF EQUIPMENT

This Agreement does not grant you any right of ownership in or to the Hughes Service, or any related intellectual property rights. It is expressly understood and agreed that all leased Equipment shall be and shall remain personal property, notwithstanding the manner in which it may be attached or affixed to realty. You grant us a security interest in said Equipment and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in said Equipment. All costs relative to such filings shall be borne by Hughes.

Hughes will assume the risk of loss for Equipment until the time of completion of installation. You are responsible for the risk of loss or destruction of or damage to the Equipment after completion of installation. No such loss or damage relieves you from the payment obligations under this Agreement. Hughes shall be responsible for any damage to the Equipment caused by Hughes during its performance of maintenance work.

On or before the expiration date of any applicable Site Service Term or upon the expiration or termination of this Agreement, whichever occurs first, you shall surrender possession of the Equipment at such location(s) in the continental United States of America as Hughes or its Assignee may direct. Hughes will, upon request, provide this deinstallation service at the price stated in [Attachment III](#). The Equipment shall be returned in the same condition it was in when its Site Service Term commenced (ordinary wear and tear resulting from proper use excepted). Except for termination due to an event of Hughes' default, you shall remain liable for all Lease Charges for the remainder of any applicable Site Service Term.

8. CUSTOMER OBLIGATIONS

You agree to:

A. Grant Hughes and its authorized representatives access to your premises as reasonably requested for the purpose of performing Services as described in this Agreement. Hughes reserves the right to bill you at its then-current Demand Services rate for any additional services or materials required due to delays or return calls necessitated by your failure to provide access to its facilities in order to perform the Services.

B. Obtain any landlord approvals required for the installation of Equipment.

C. You shall ensure that your personnel cooperate with and assist Hughes, as required, to install the Equipment, and to troubleshoot, and isolate faults in the Equipment or the Software. You shall also ensure that your facilities are adequately staffed during installation and service coverage hours to provide Hughes reasonable assistance.

D. You will ensure that your site-environment conditions for each site comply with the following requirements:

Indoor

Operating Temperature: 10°C to 40°C

Humidity: 10% to 90%

E. Prior to reporting any Service faults, you shall first use your best efforts to isolate such faults, and to isolate faults to ensure they are not caused by any hardware, software, or network equipment external to the Equipment, Software, or Services provided by Hughes.

F. You acknowledge that if you do not perform in all material respects the obligations set forth above with respect to the sites, Hughes shall be excused from any delays or failure to provide Equipment and/or Services.

9. WARRANTIES, LIABILITY, AND RESPONSIBILITY

A. WARRANTIES

SERVICE WARRANTY: HUGHES WARRANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO PERFORM THE SERVICES DESCRIBED HEREIN WITH CARE, SKILL, AND DILIGENCE.

HARDWARE WARRANTY: HUGHES HEREBY ASSIGNS TO CUSTOMER ANY AND ALL MANUFACTURERS' WARRANTIES ON THE HARDWARE.

SOFTWARE WARRANTY: THE SOFTWARE WARRANTY PERIOD IS 90 DAYS FROM THE DATE OF INSTALLATION. HUGHES WARRANTS THAT THE SOFTWARE WAS DEVELOPED WITH REASONABLE DILIGENCE AND SKILL, AND THAT IT SUBSTANTIALLY CONFORMS TO PUBLISHED DOCUMENTATION AND SOURCE FILES. IF CUSTOMER NOTIFIES HUGHES DURING THE SOFTWARE WARRANTY PERIOD OF A DEFECT, HUGHES WILL REPAIR OR REPLACE ANY DEFECTIVE SOFTWARE.

HUGHES WARRANTS THAT IT HAS NOT RECEIVED ANY NOTICE OF ANY CLAIM OF INFRINGEMENT WITH RESPECT TO THE PROVIDED SOFTWARE, HARDWARE, OR SERVICES.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, HUGHES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND HUGHES SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

B. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO EACH OTHER FOR SPECIAL, COLLATERAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF DATA, LOSS OF SAVINGS, LOSS OF USE, INTERRUPTIONS OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE EQUIPMENT, SOFTWARE, AND SERVICES PROVIDED HEREUNDER, EVEN IF SUCH DAMAGES WERE FORESEEABLE. HUGHES'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT ACTUALLY PAID TO HUGHES BY CUSTOMER DURING TERM OF THIS AGREEMENT, OR (B) FIVE MILLION DOLLARS (\$5,000,000). Notwithstanding the foregoing, the cap on liability provided in the previous sentence shall not apply to any claims for bodily injury or property damage. Notwithstanding the foregoing, this Section 9.B shall not apply to any liability arising from Hughes' willful misconduct or gross negligence.

C. 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 HUGHES OR OTHERS WERE ADVISED OR AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR LIABILITY.

10. INDEMNITY

You and Hughes shall indemnify, defend, and hold the other harmless from and against any claims, demands, and causes of action asserted against the indemnitee by any person (including, without limitation, Hughes' and your employees, Hughes' subcontractors and employees of such subcontractors or any third party) for personal injury or death or for loss of or damage to property resulting from the indemnitor's negligence or willful misconduct hereunder. Where personal injury, death or loss of or damage to property is the result of the joint negligence or willful misconduct of you and Hughes, the indemnitor's duty of indemnification shall be in proportion to its allocable share of joint negligence or willful misconduct.

Each party's indemnification obligation shall be contingent upon the indemnitee giving prompt written notice to the indemnitor of any such claim, demand, or cause of action and permitting the indemnitor to have sole control of the defense thereof.

11. CHOICE OF LAW

All of the parties' respective rights and duties in connection herewith shall be governed by and construed in accordance with the laws of the State of Texas.

12. MISCELLANEOUS

Where notification by Hughes is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, 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. If this cannot be done and the entire term 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 from the beginning. 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. 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. Hughes and you will be and shall act as independent contractors. You agree that Hughes may, at its sole discretion, subcontract the whole or any part of its obligations under this Agreement; provided that Hughes agrees that it will retain full responsibility for such obligations despite such subcontract. This Agreement may be modified only by written agreement and not by course of performance. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others

13. ASSIGNMENT

EXCEPT AS PROVIDED BELOW, CUSTOMER HAS NO RIGHT TO SELL, TRANSFER OR ASSIGN THIS AGREEMENT. Hughes may sell, assign, or transfer this Agreement, or its rights in the Equipment or any sum to be paid hereunder. You agree that if Hughes sells, assigns, or transfers this Agreement, the new owner will have the same rights, benefits, and obligations that Hughes has now and will not have to perform any of Hughes's obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against Hughes.

Hughes may assign all or any portion of its rights in the Equipment or this Agreement (including the right to receive payment) to a third party with notice, and such assignees may make further assignments. In the absence of a notice of such sale or transfer, you must continue to make all required payments to Hughes in accordance with your billing statement.

Customer may assign its obligations under this Agreement only with Hughes' consent, which consent will not be unreasonably withheld, and which consent will be based mainly upon whether the proposed assignee meets the creditworthiness requirements of any third-party leasing company.

14. FORCE MAJEURE

A. Neither party shall be responsible or liable for failure to fulfill its obligations hereunder due to (i) actions or inactions of the other party; or (ii) causes beyond a party's reasonable control, including but not limited to labor disputes, actions or inactions of governmental authorities or suppliers, power failure, Internet failures, or acts of God. The parties specifically agree that rain, snow, or other ordinary weather conditions (excluding tornadoes, hurricanes, and other major storms) do not constitute force majeure conditions. You acknowledge and agree that it must continue to pay Equipment Charges for locations for which you have leased equipment throughout the duration of any event of force majeure as defined in the Agreement.

B. The party which is prevented from performing by force majeure shall advise the other party immediately of its inability to meet its obligations under the given contract, specifying the cause of the force majeure and estimated extent to which the event or condition will impact performance, and shall advise the other party when such difficulty ceases. The party claiming a force majeure event or condition shall act diligently to remove or remedy such condition (but shall not be required to settle any labor dispute on unfavorable terms). If Hughes fails to give such advice in writing to Customer within forty-eight (48) hours of the occurrence of the event or condition, Hughes may not claim force majeure as a defense hereunder.

C. Nothing in this Section 14 shall limit Customer's obligation to make any and all equipment lease payments owing under this Agreement.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire and only agreement with respect to the subject matter hereof between Hughes and you. 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.

16. CONFIDENTIALITY

Each party agrees to keep confidential all information related to the other party's business and the Hughes Services and Equipment that is not publicly known ("Proprietary Information"). Such Proprietary Information shall belong solely to the disclosing party and we both agree to maintain the Proprietary Information in

confidence and not to use or disclose any Proprietary Information without prior written consent unless such Proprietary Information becomes part of public knowledge or literature without breach of this Agreement, or was known to the recipient or in its possession prior to its disclosure by the disclosing party or is required to be disclosed by a court of competent jurisdiction or by law or applicable regulation.

17. PCI COMPLIANCE

As used in this paragraph, "PCI Standard" means data security standards adopted by Visa, MasterCard, American Express, and Discover to create a global standard for the protection of credit cardholder personal information. A copy of such PCI Standard shall be found at the following Website: <http://usa.visa.com>. Hughes represents and warrants that the wide area network Services, Software, and Equipment provided pursuant to this Agreement shall be in compliance with the PCI Standard, as in effect at the time of the execution of this Agreement, and as amended from time to time. Further, Hughes agrees to comply with all applicable local, state and federal laws, rules, and regulations in connection with its activities under this Agreement.

The parties recognize and acknowledge that being PCI-compliant is not a guarantee against a security breach, but is merely a standard designed to minimize the likelihood of such breaches. Hughes acknowledges that it is responsible for the security of cardholder data that it possesses as a result of the performance of this Agreement. Further, Hughes agrees to comply with the PCI Standard during the term of this Agreement. Customer is responsible for PCI compliance as a "merchant" as described in the PCI Standard.

Each party reserves the right to perform a forensic audit, to be conducted by a third-party forensic auditor, of any related systems in order to determine whether the Equipment or Services are in compliance with PCI Standards.

ATTACHMENT IX
COMPANY PROHIBITION ON CERTAIN SUBSTANCES ITEMS AND ACTIVITIES
AND THE DRUG FREE WORKPLACE ACT

1.0 PROHIBITION OF ALCOHOL, DRUGS, CHEMICALS AND OTHER ILLEGAL OR CONTROLLED SUBSTANCES

1.1 As used in this Attachment, the term "Substance" includes alcohol, controlled substances, illegal drugs, prescribed and over-the-counter medication, and any other substances that may be inhaled, injected, ingested, or introduced into the body in any other way that may alter an individual's mood, perception, coordination, response, performance, or judgment.

1.2 HNS agrees that it will prohibit the consumption, use, manufacture, dispensation, possession, distribution, promotion, provision, purchase, sale, transportation, concealment, transfer, storage or similar transaction in or of (a) controlled substances, illegal drugs or drug paraphernalia; and (b) alcohol on Customer Premises.

1.3 As used in this Attachment, "Customer Premises" is used in its broadest sense and includes, but is not limited to, all land, property, buildings, drilling rigs, structures, installations, boats, planes, helicopters, cars, trucks and other means of conveyance owned by or leased to the Customer or any of its Affiliates or to contractors and/or their subcontractors who are performing work for Customer (e.g., seismic locations).

1.4 HNS agrees that it will prohibit the use, manufacture, possession, transportation, purchase, sale, storage or similar transactions in or of firearms, explosives or other weapons by its Personnel while performing work for Customer and/or on Customer Premises.

1.4.1 As used in this Attachment, "Weapons" is used as any item designated, manufactured, intended, or appearing to be for use primarily as a weapon, including sport weapons.

1.4.2 As used in this Attachment, "Personnel" is used to include HNS' owners, employees and subcontractors and their owners and employees.

1.5 HNS agrees that it will prohibit its Personnel from removing food, supplies, tools or other Customer property or the personal property of others not authorized for removal from the Customer work location by appropriate Customer representative or the property's owner.

2.0 HNS' RESPONSIBILITIES

2.1 HNS is solely responsible for ascertaining, maintaining and monitoring the Substance-free status of its Personnel who enter Customer Premises or perform work. If HNS intends to meet this obligation by means other than Substance testing, HNS will so inform Customer. HNS, with at least thirty (30) days notice from Customer, may be required to enroll and remain an active participant in a drug testing program or consortium. Customer may bar from Customer Premises and work any HNS Personnel for whom HNS cannot establish Substance-free status to Customer's satisfaction.

2.2 HNS shall be responsible for informing its Personnel assigned to the work or entering Customer Premises of Customer's prohibitions pertaining to Substances and of Customer's rights under this Attachment. HNS will prohibit its Personnel from reporting for duty or remaining on

duty with respect to performing services for Customer, while under the influence of any Substance which could in any way adversely affect their job performance or their ability to perform their job safely. HNS will further instruct its Personnel that they are expected to obtain the information necessary to determine whether the use of any prescribed or over-the-counter medications may negatively affect their work performance or the ability to perform their job safely.

2.3 HNS shall inform its Personnel that an individual's privilege of entering on or remaining on Customer Premises is conditioned upon each individual consenting to searches of vehicles, lockers, desks, etc., and other personal effects by the Customer, its designee, or appropriate law enforcement officials. Searches will be conducted at the discretion of Customer and may utilize dogs. Searches may focus upon Substances and Substance-related paraphernalia, but may not be limited to such items. If Personnel choose not to participate in a search, they will be escorted off the Premises and barred from Customer's Premises and further work.

2.4 HNS will perform or cause to be performed all actions necessary for compliance with any Federal, State or local laws or regulations pertaining to Substances and related issues.

2.5 If work is covered by any Federal, State or local laws or regulations, whether currently in force or later enacted, including but not limited to the following, HNS agrees to perform all testing and provide all education, training and other functions for its Personnel mandated by such laws or regulations to the extent the laws or regulations are applicable to the work:

DOT Anti-Drug Program for Specified Aviation Activities -currently 14 CFR §§ 61, et al
DOT Programs for Chemical, Drug & Alcohol Testing of Commercial Vessel Personnel -
currently 46CFR §§ 4, 5, 16

DOT Drug-Free Workforce Regulations -currently 48 CFR §§ 223, 252

DOT Procedures for Transportation Workplace Drug Testing Programs -currently 49 CFR § 40

DOT Control of Drug Use in Natural Gas, LNG, & Hazardous Liquid Pipeline Operations -
currently 49 CFR § 199

DOT Federal Railroad Administration, Alcohol/Drug Regulations -currently 49 CFR §§ 217, 219,
225

DOT Federal Highway Administration Controlled Substances Testing -currently 49 CFR §§ 391,
394

DOT Control of Drug Use in Mass Transportation -currently 49 CFR § 653

Drug-Free Workplace Act of 1988 -41 USC §§ 701-707

2.6 If HNS' Personnel performs services not covered by Section 2.5 and performs services on Customer Premises, Customer may require HNS to develop or implement a Substance Program or to modify its existing program to meet Customer's minimum requirements, including but not limited to, pre-employment, for-cause, post accident, random and/or periodic drug testing.

2.6.1 As used in 2.6 of this Attachment, "Customer's Minimum Requirements" for substance detection are the same as those requirements specified in 49 CFR § 40 which is the DOT Procedures For Transportation Workplace Drug Testing Programs, or its successor regulations.

2.6.2 HNS will allow access to HNS' property and records by the Customer or its designee for the purposes of auditing any records to ensure the HNS' substance program is in compliance with this Attachment.

2.6.3 Customer may require, and HNS will provide, documentation in lieu of or in addition to

access to HNS' property and records as noted above for the purpose of ensuring compliance with this Attachment.

3.0 CUSTOMER'S RIGHTS

3.1 Customer reserves the right to turn over to appropriate law enforcement authorities any Substances or Substance-related paraphernalia found on Customer Premises.

3.2 Customer reserves the right to bar from Customer Premises and work any HNS Personnel whose involvement with unauthorized, prohibited, illegal or controlled Substances becomes known to Customer.

3.3 If Customer notifies HNS it has reason to believe that HNS Personnel are in violation of any provision of this Attachment, Customer may direct HNS to remove such Personnel from the work and Customer Premises. No HNS Personnel so removed from the work or Customer Premises shall be permitted to return to the work or Customer Premises until such person has undergone a medical examination which establishes to the satisfaction of Customer that HNS Personnel's condition was not a result of the use of Substances, or until Customer has been provided with other satisfactory evidence that such Personnel's actions were not in violation of the provisions of this Attachment.

3.4 Customer reserves the right to revise this Attachment from time to time. Any revision to this Attachment will become effective thirty (30) days after the date of Customer's notice to HNS of such revision. HNS will be responsible for communicating such revisions to all HNS personnel and will revise its own program to bring it into compliance with the Customer's revised requirements. HNS shall also review its own program from time to time, regardless of notice from Customer, so as to be continuously in compliance with applicable laws and regulations.

3.5 Should HNS fail to comply with the prohibitions and the provisions of this Attachment, such failure shall be considered a substantial or material breach of this Agreement.

ATTACHMENT X
DISPUTE RESOLUTION BETWEEN HNS AND MARKETERS

Customer and HNS agree that they will use the procedures outlined in this Attachment X to resolve any dispute which may arise between them under this Agreement; provided, however, that this Attachment shall not apply to disputes relating in any manner to compliance with laws, choice of law, indemnity, insurance, or release obligations and shall not be construed to modify or affect the remedies for force majeure. It is further provided, notwithstanding the provisions of this Attachment, that either party may seek a restraining order, temporary injunction, or other provisional judicial or equitable relief if the party in its sole judgment believes that such action is necessary to avoid irreparable injury or to preserve the status quo. Parties will continue to participate in good faith in the procedures despite any request for provisional relief.

Either party may initiate dispute resolution procedures by sending written notice to the other party specifically stating the complaining party's claim and requesting dispute resolution in accordance with this Attachment. The party receiving the notice ("receiving party") shall reply with designation of a person authorized to settle the dispute and shall list two alternative dates (both of which must be within fourteen days after receipt of the complaint) for meeting at the receiving party's offices or at a mutually agreeable location.

The parties' authorized representatives shall meet as they may mutually agree to be advantageous for resolution of the dispute and may, if they so agree, employ a neutral mediator to attempt to resolve the dispute in accordance with the CPR Mediation Procedure; provided, however, that if at least two (2) in person meetings have taken place between each party's designee and the dispute has not been resolved within ninety (90) days after the date when the receiving party received the notice invoking the dispute resolution procedures, then the complaining party may proceed with all remedies available at law or in equity.

EXHIBIT B



Page 1 of 7 **Account Number:** COP00227
Date Due: 07/24/2016
Invoice Number: B1-300618307
Issue Date: 06/24/2016
Purchase Order #: N/A

Account Summary

Previous Balance: \$14,840.69
Payments Posted: \$0.00
Adjustments: \$0.00
Past Due: \$14,840.69
Monthly/One Time Usage Charges: \$1,928.79
Usage Charges: \$0.00
Current Charges: \$1,928.79
Sales Taxes: \$88.86
Total Current Invoice: \$2,017.65
Total Due: \$16,858.34
Due Date: 7/24/2016

Bill To:
 Gas Mart Usa Inc
 Leroy Stocks
 10777 BARKLEY ST STE 100
 Overland Park, KS 66211-1162

Customer Since: 07/24/2008

For Questions Regarding Universal Service Fees:
<http://www.fcc.gov/omd/contribution-factor.html>

Check out the HughesNet Customer Care website at customercare.myhughesnet.com for information on how to read your HughesNet invoice.

For Questions Contact:
 1-855-506-5290
 Or Email linksafecustomerinfo@hns.com



Date Due	Account Number	Amount Due	Payment Enclosed
07/24/2016	COP00227	\$16,858.34	\$ _____

Invoice Number: B1-300618307
 Purchase Order #: N/A

Issue Date: **06/24/2016**

- Please indicate amount enclosed.
- Do not send cash.
- Write your account number on the check.
- Please do not submit correspondence to the address below.
- Please include the remittance slip with payment.
- Make the check or money order payable to:

Gas Mart Usa Inc
 Leroy Stocks
 10777 BARKLEY ST STE 100
 Overland Park, KS 66211-1162
 United States

Hughes Network Systems, LLC
P.O. Box 96874
Chicago, IL 60693-6874





Page 2 of 7 **Account Number:** COP00227
Date Due: 07/24/2016
Invoice Number: B1-300618307
Issue Date: 06/24/2016
Purchase Order #: N/A

Payments and Adjustments		
No Payments Or Adjustments.		
Account Charges		
Service Fees		
LinkSafe Elite VSAT	9	\$693.00
LinkSafe Elite VSAT Promo Fee	1	\$87.00
Maintenance Fees		
LinkSafe Maintenance Fee	10	\$400.00
RM Same Day(24X7)	2	\$0.00
Lease Fees		
Equipment Lease Fee 60 Month Commitment (\$60.92)	9	\$548.28
Hardware - Firewall 60 Month Lease Promo	1	\$18.38
Equipment Fees		
Hardware - Satellite 60 Month Lease	1	\$42.54
Other Taxes		
Universal Service Fee	10	\$139.59
Taxes		
Tax	10	\$88.86
Total Accounts Charged	12	\$2,017.65
Tax Summary		
Equipment Maintenance Taxes:		
Iowa:		
State		\$2.40
		<u>\$2.40</u>
Lease Taxes:		
Illinois:		
State		\$34.29
		<u>\$34.29</u>
Iowa:		
State		\$3.66
		<u>\$3.66</u>
Shared Service Taxes:		
Illinois:		
State		\$43.29
		<u>\$43.29</u>
Iowa:		
State		\$5.22
		<u>\$5.22</u>
Total Taxes:		<u>\$88.86</u>



Page 3 of 7 **Account Number:** COP00227
Date Due: 07/24/2016
Invoice Number: B1-300618307
Issue Date: 06/24/2016
Purchase Order #: N/A

Site Level Details					
Created: 2/16/2012 Account: CP0S8820		Gas Mart 92 101 E Fayette Effingham, IL 62401			
Description	Type	Start	End	Amount	
June, 2016 Standard Billing					
LinkSafe Elite VSAT	Telecom Fee	06/24/16	07/24/16	\$77.00	
Equipment Lease Fee 60 Month Commitment (\$60.92)	Lease Fee	06/24/16	07/24/16	\$60.92	
LinkSafe Maintenance Fee	Remote Maintenance Fee	06/24/16	07/24/16	\$40.00	
				\$177.92	
June, 2016 USF Fees					
Universal Service Fee	USF Charge	06/24/16	07/24/16	\$13.78	
				\$13.78	
June, 2016 Excise and Other Taxes					
Lease Taxes	State			3.81	
Shared Service Taxes	State			4.81	
				\$8.62	
Total Current Site Charges:				\$200.32	
Created: 2/21/2012 Account: CP0S8821		Gas Mart 90 3200 W Broadway Mount Vernon, IL 62864			
Description	Type	Start	End	Amount	
June, 2016 Standard Billing					
LinkSafe Elite VSAT	Telecom Fee	06/24/16	07/24/16	\$77.00	
Equipment Lease Fee 60 Month Commitment (\$60.92)	Lease Fee	06/24/16	07/24/16	\$60.92	
LinkSafe Maintenance Fee	Remote Maintenance Fee	06/24/16	07/24/16	\$40.00	
				\$177.92	
June, 2016 USF Fees					
Universal Service Fee	USF Charge	06/24/16	07/24/16	\$13.78	
				\$13.78	
June, 2016 Excise and Other Taxes					
Lease Taxes	State			3.81	
Shared Service Taxes	State			4.81	
				\$8.62	
Total Current Site Charges:				\$200.32	
Created: 2/21/2012 Account: CP0S8823		Gas Mart 88 640 W Main Benton, IL 62812			
Description	Type	Start	End	Amount	
June, 2016 Standard Billing					
LinkSafe Elite VSAT	Telecom Fee	06/24/16	07/24/16	\$77.00	
Equipment Lease Fee 60 Month Commitment (\$60.92)	Lease Fee	06/24/16	07/24/16	\$60.92	
LinkSafe Maintenance Fee	Remote Maintenance Fee	06/24/16	07/24/16	\$40.00	
				\$177.92	



Page 4 of 7 **Account Number:** COP00227
Date Due: 07/24/2016
Invoice Number: B1-300618307
Issue Date: 06/24/2016
Purchase Order #: N/A

June, 2016 USF Fees				
Universal Service Fee	USF Charge	06/24/16	07/24/16	\$13.78
				\$13.78
June, 2016 Excise and Other Taxes				
Shared Service Taxes	State			4.81
Lease Taxes	State			3.81
				\$8.62
Total Current Site Charges:				\$200.32
Created: 2/23/2012 Account: CP0S8829		1500 S Rt 127 Greenville, IL 62246		
Description	Type	Start	End	Amount
June, 2016 Standard Billing				
LinkSafe Elite VSAT	Telecom Fee	06/24/16	07/24/16	\$77.00
Equipment Lease Fee 60 Month Commitment (\$60.92)	Lease Fee	06/24/16	07/24/16	\$60.92
LinkSafe Maintenance Fee	Remote Maintenance Fee	06/24/16	07/24/16	\$40.00
				\$177.92
June, 2016 USF Fees				
Universal Service Fee	USF Charge	06/24/16	07/24/16	\$13.78
				\$13.78
June, 2016 Excise and Other Taxes				
Lease Taxes	State			3.81
Shared Service Taxes	State			4.81
				\$8.62
Total Current Site Charges:				\$200.32
Created: 2/16/2012 Account: CP0S8830		Gas Mart 68 2301 S Banker Effingham, IL 62401		
Description	Type	Start	End	Amount
June, 2016 Standard Billing				
LinkSafe Elite VSAT	Telecom Fee	06/24/16	07/24/16	\$77.00
Equipment Lease Fee 60 Month Commitment (\$60.92)	Lease Fee	06/24/16	07/24/16	\$60.92
LinkSafe Maintenance Fee	Remote Maintenance Fee	06/24/16	07/24/16	\$40.00
				\$177.92
June, 2016 USF Fees				
Universal Service Fee	USF Charge	06/24/16	07/24/16	\$13.78
				\$13.78
June, 2016 Excise and Other Taxes				
Lease Taxes	State			3.81
Shared Service Taxes	State			4.81
				\$8.62
Total Current Site Charges:				\$200.32



Page 5 of 7 **Account Number:** COP00227
Date Due: 07/24/2016
Invoice Number: B1-300618307
Issue Date: 06/24/2016
Purchase Order #: N/A

Created: 12/30/2008 Account: CP0S8842		Gasmart 60 Cals 429 W South Omaha Bridge Rd Council Bluffs, IA 51501		
Description	Type	Start	End	Amount
June, 2016 Standard Billing				
Hardware - Satellite 60 Month Lease	Hardware Fee	06/24/16	07/24/16	\$42.54
LinkSafe Elite VSAT Promo Fee	Telecom Fee	06/24/16	07/24/16	\$87.00
Hardware - Firewall 60 Month Lease Promo	Lease Fee	06/24/16	07/24/16	\$18.38
LinkSafe Maintenance Fee	Remote Maintenance Fee	06/24/16	07/24/16	\$40.00
				\$187.92
June, 2016 USF Fees				
Universal Service Fee	USF Charge	06/24/16	07/24/16	\$15.57
				\$15.57
June, 2016 Excise and Other Taxes				
Lease Taxes	State			3.66
Shared Service Taxes	State			5.22
Equipment Maintenance Taxes	State			2.40
				\$11.28
Total Current Site Charges:				\$214.77
Created: 2/23/2012 Account: CP866406 Location ID: 866406		Gas Mart 65 703 S Maple Mulberry Grove, IL 62262		
Description	Type	Start	End	Amount
June, 2016 Standard Billing				
LinkSafe Elite VSAT	Telecom Fee	06/24/16	07/24/16	\$77.00
Equipment Lease Fee 60 Month Commitment (\$60.92)	Lease Fee	06/24/16	07/24/16	\$60.92
LinkSafe Maintenance Fee	Remote Maintenance Fee	06/24/16	07/24/16	\$40.00
				\$177.92
June, 2016 USF Fees				
Universal Service Fee	USF Charge	06/24/16	07/24/16	\$13.78
				\$13.78
June, 2016 Excise and Other Taxes				
Shared Service Taxes	State			4.81
Lease Taxes	State			3.81
				\$8.62
Total Current Site Charges:				\$200.32
Created: 2/20/2012 Account: CP866411 Location ID: 866411		Gas Mart 71 1302 S West St Olney, IL 62450		
Description	Type	Start	End	Amount
June, 2016 Standard Billing				
LinkSafe Elite VSAT	Telecom Fee	06/24/16	07/24/16	\$77.00
Equipment Lease Fee 60 Month Commitment (\$60.92)	Lease Fee	06/24/16	07/24/16	\$60.92
LinkSafe Maintenance Fee	Remote Maintenance Fee	06/24/16	07/24/16	\$40.00
				\$177.92



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Date Due: 07/24/2016
Invoice Number: B1-300618307
Issue Date: 06/24/2016
Purchase Order #: N/A

June, 2016 USF Fees				
Universal Service Fee	USF Charge	06/24/16	07/24/16	\$13.78
				\$13.78
June, 2016 Excise and Other Taxes				
Lease Taxes	State			3.81
Shared Service Taxes	State			4.81
				\$8.62
Total Current Site Charges:				\$200.32
Created: 2/20/2012		Gas Mart 96		
Account: CP866431		201 N Park Rt 48		
Location ID: 866431		Sesser, IL 62884		
Description	Type	Start	End	Amount
June, 2016 Standard Billing				
LinkSafe Elite VSAT	Telecom Fee	06/24/16	07/24/16	\$77.00
Equipment Lease Fee 60 Month Commitment (\$60.92)	Lease Fee	06/24/16	07/24/16	\$60.92
LinkSafe Maintenance Fee	Remote Maintenance Fee	06/24/16	07/24/16	\$40.00
				\$177.92
June, 2016 USF Fees				
Universal Service Fee	USF Charge	06/24/16	07/24/16	\$13.78
				\$13.78
June, 2016 Excise and Other Taxes				
Shared Service Taxes	State			4.81
Lease Taxes	State			3.81
				\$8.62
Total Current Site Charges:				\$200.32
Created: 2/20/2012		Gas Mart 91		
Account: CP866433		103 N West St		
Location ID: 866433		Olney, IL 62450		
Description	Type	Start	End	Amount
June, 2016 Standard Billing				
LinkSafe Elite VSAT	Telecom Fee	06/24/16	07/24/16	\$77.00
Equipment Lease Fee 60 Month Commitment (\$60.92)	Lease Fee	06/24/16	07/24/16	\$60.92
LinkSafe Maintenance Fee	Remote Maintenance Fee	06/24/16	07/24/16	\$40.00
				\$177.92
June, 2016 USF Fees				
Universal Service Fee	USF Charge	06/24/16	07/24/16	\$13.78
				\$13.78
June, 2016 Excise and Other Taxes				
Lease Taxes	State			3.81
Shared Service Taxes	State			4.81
				\$8.62
Total Current Site Charges:				\$200.32
Billing All Sites:				\$1,928.79



Page 7 of 7 **Account Number:** COP00227
Date Due: 07/24/2016
Invoice Number: B1-300618307
Issue Date: 06/24/2016
Purchase Order #: N/A

Sales Taxes All Sites:	\$88.86
Total Of All Sites:	\$2,017.65

EXHIBIT C



Page 1 of 7 **Account Number:** COP00227
Date Due: 08/23/2016
Invoice Number: B1-301536138
Issue Date: 07/24/2016
Purchase Order #: N/A

Account Summary

Previous Balance: \$16,858.34
Payments Posted: \$0.00
Adjustments: \$0.00
Past Due: \$16,858.34
Monthly/One Time Usage Charges: (\$578.63)
Usage Charges: \$0.00
Current Charges: (\$578.63)
Sales Taxes: (\$26.69)
Total Current Invoice: (\$605.32)
Total Due: \$16,253.02
Due Date: 8/23/2016

Bill To:
 Gas Mart Usa Inc
 Leroy Stocks
 10777 BARKLEY ST STE 100
 Overland Park, KS 66211-1162

Customer Since: 07/24/2008

For Questions Regarding Universal Service Fees:
<http://www.fcc.gov/omd/contribution-factor.html>

Check out the HughesNet Customer Care website at customercare.myhughesnet.com for information on how to read your HughesNet invoice.

For Questions Contact:
 1-855-506-5290
 Or Email linksafecustomerinfo@hns.com



Date Due	Account Number	Amount Due	Payment Enclosed
08/23/2016	COP00227	\$16,253.02	\$ _____

Invoice Number: B1-301536138
 Purchase Order #: N/A

Issue Date: **07/24/2016**

- Please indicate amount enclosed.
- Do not send cash.
- Write your account number on the check.
- Please do not submit correspondence to the address below.
- Please include the remittance slip with payment.
- Make the check or money order payable to:

Gas Mart Usa Inc
 Leroy Stocks
 10777 BARKLEY ST STE 100
 Overland Park, KS 66211-1162
 United States

Hughes Network Systems, LLC
P.O. Box 96874
Chicago, IL 60693-6874





Page 2 of 7 **Account Number:** COP00227
Date Due: 08/23/2016
Invoice Number: B1-301536138
Issue Date: 07/24/2016
Purchase Order #: N/A

Payments and Adjustments		
No Payments Or Adjustments.		
Account Charges		
Service Fees		
LinkSafe Elite VSAT	9	\$-207.90
LinkSafe Elite VSAT Promo Fee	1	\$-26.10
Maintenance Fees		
LinkSafe Maintenance Fee	10	\$-120.00
RM Same Day(24X7)	2	\$0.00
Lease Fees		
Equipment Lease Fee 60 Month Commitment (\$60.92)	9	\$-164.52
Hardware - Firewall 60 Month Lease Promo	1	\$-5.51
Equipment Fees		
Hardware - Satellite 60 Month Lease	1	\$-12.76
Other Taxes		
Universal Service Fee	10	\$-41.84
Taxes		
Tax	10	\$-26.69
Total Accounts Charged	12	\$-605.32
Tax Summary		
Equipment Maintenance Taxes:		
Iowa:		
State		-\$0.72
		<u>-\$0.72</u>
Lease Taxes:		
Illinois:		
State		-\$10.30
		<u>-\$10.30</u>
Iowa:		
State		-\$1.09
		<u>-\$1.09</u>
Shared Service Taxes:		
Illinois:		
State		-\$13.01
		<u>-\$13.01</u>
Iowa:		
State		-\$1.57
		<u>-\$1.57</u>
Total Taxes:		<u>\$-26.69</u>



Page 3 of 7 **Account Number:** COP00227
Date Due: 08/23/2016
Invoice Number: B1-301536138
Issue Date: 07/24/2016
Purchase Order #: N/A

Site Level Details					
Created: 2/16/2012 Account: CP0S8820		Gas Mart 92 101 E Fayette Effingham, IL 62401			
Description	Type	Start	End	Amount	
July, 2016 Standard Billing					
LinkSafe Elite VSAT <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$23.10	
Equipment Lease Fee 60 Month Commitment (\$60.92) <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$18.28	
LinkSafe Maintenance Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$12.00	
				-\$53.38	
July, 2016 USF Fees					
Universal Service Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$4.13	
				-\$4.13	
July, 2016 Excise and Other Taxes					
Lease Taxes	State			-1.15	
Shared Service Taxes	State			-1.44	
				-\$2.59	
Total Current Site Charges:				-\$60.10	
Created: 2/21/2012 Account: CP0S8821		Gas Mart 90 3200 W Broadway Mount Vernon, IL 62864			
Description	Type	Start	End	Amount	
July, 2016 Standard Billing					
LinkSafe Elite VSAT <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$23.10	
Equipment Lease Fee 60 Month Commitment (\$60.92) <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$18.28	
LinkSafe Maintenance Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$12.00	
				-\$53.38	
July, 2016 USF Fees					
Universal Service Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$4.13	
				-\$4.13	
July, 2016 Excise and Other Taxes					
Shared Service Taxes	State			-1.45	
Lease Taxes	State			-1.14	
				-\$2.59	
Total Current Site Charges:				-\$60.10	
Created: 2/21/2012 Account: CP0S8823		Gas Mart 88 640 W Main Benton, IL 62812			
Description	Type	Start	End	Amount	
July, 2016 Standard Billing					
LinkSafe Elite VSAT <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$23.10	
Equipment Lease Fee 60 Month Commitment (\$60.92) <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$18.28	
LinkSafe Maintenance Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$12.00	



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Date Due: 08/23/2016
Invoice Number: B1-301536138
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Purchase Order #: N/A

					-\$53.38
July, 2016 USF Fees					
Universal Service Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16		-\$4.13
					-\$4.13
July, 2016 Excise and Other Taxes					
Shared Service Taxes	State				-1.44
Lease Taxes	State				-1.15
					-\$2.59
Total Current Site Charges:					-\$60.10
Created: 2/23/2012 Account: CP0S8829		1500 S Rt 127 Greenville, IL 62246			
Description	Type	Start	End	Amount	
July, 2016 Standard Billing					
LinkSafe Elite VSAT <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16		-\$23.10
Equipment Lease Fee 60 Month Commitment (\$60.92) <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16		-\$18.28
LinkSafe Maintenance Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16		-\$12.00
					-\$53.38
July, 2016 USF Fees					
Universal Service Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16		-\$4.13
					-\$4.13
July, 2016 Excise and Other Taxes					
Shared Service Taxes	State				-1.45
Lease Taxes	State				-1.14
					-\$2.59
Total Current Site Charges:					-\$60.10
Created: 2/16/2012 Account: CP0S8830		Gas Mart 68 2301 S Banker Effingham, IL 62401			
Description	Type	Start	End	Amount	
July, 2016 Standard Billing					
LinkSafe Elite VSAT <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16		-\$23.10
Equipment Lease Fee 60 Month Commitment (\$60.92) <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16		-\$18.28
LinkSafe Maintenance Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16		-\$12.00
					-\$53.38
July, 2016 USF Fees					
Universal Service Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16		-\$4.13
					-\$4.13
July, 2016 Excise and Other Taxes					
Lease Taxes	State				-1.14
Shared Service Taxes	State				-1.45
					-\$2.59



Page 5 of 7 **Account Number:** COP00227
Date Due: 08/23/2016
Invoice Number: B1-301536138
Issue Date: 07/24/2016
Purchase Order #: N/A

Total Current Site Charges:					-\$60.10
Created: 12/30/2008 Account: CP0S8842		Gasmart 60 Cals 429 W South Omaha Bridge Rd Council Bluffs, IA 51501			
Description	Type	Start	End	Amount	
July, 2016 Standard Billing					
Hardware - Satellite 60 Month Lease	Unused Service Reversal	07/15/16	07/24/16	-\$12.76	
LinkSafe Elite VSAT Promo Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$26.10	
Hardware - Firewall 60 Month Lease Promo <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$5.51	
LinkSafe Maintenance Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$12.00	
					-\$56.37
July, 2016 USF Fees					
Universal Service Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$4.67	
					-\$4.67
July, 2016 Excise and Other Taxes					
Equipment Maintenance Taxes	State			-0.72	
Lease Taxes	State			-1.09	
Shared Service Taxes	State			-1.57	
					-\$3.38
Total Current Site Charges:					-\$64.42
Created: 2/23/2012 Account: CP866406 Location ID: 866406		Gas Mart 65 703 S Maple Mulberry Grove, IL 62262			
Description	Type	Start	End	Amount	
July, 2016 Standard Billing					
LinkSafe Elite VSAT <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$23.10	
Equipment Lease Fee 60 Month Commitment (\$60.92) <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$18.28	
LinkSafe Maintenance Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$12.00	
					-\$53.38
July, 2016 USF Fees					
Universal Service Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$4.13	
					-\$4.13
July, 2016 Excise and Other Taxes					
Lease Taxes	State			-1.15	
Shared Service Taxes	State			-1.44	
					-\$2.59
Total Current Site Charges:					-\$60.10
Created: 2/20/2012 Account: CP866411 Location ID: 866411		Gas Mart 71 1302 S West St Olney, IL 62450			
Description	Type	Start	End	Amount	
July, 2016 Standard Billing					
LinkSafe Elite VSAT <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$23.10	



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Date Due: 08/23/2016
Invoice Number: B1-301536138
Issue Date: 07/24/2016
Purchase Order #: N/A

Equipment Lease Fee 60 Month Commitment (\$60.92) <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$18.28
LinkSafe Maintenance Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$12.00
				-\$53.38
July, 2016 USF Fees				
Universal Service Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$4.13
				-\$4.13
July, 2016 Excise and Other Taxes				
Shared Service Taxes	State			-1.45
Lease Taxes	State			-1.14
				-\$2.59
Total Current Site Charges:				-\$60.10

Created: 2/20/2012 Account: CP866431 Location ID: 866431	Gas Mart 96 201 N Park Rt 48 Sesser, IL 62884
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Description	Type	Start	End	Amount
July, 2016 Standard Billing				
LinkSafe Elite VSAT <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$23.10
Equipment Lease Fee 60 Month Commitment (\$60.92) <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$18.28
LinkSafe Maintenance Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$12.00
				-\$53.38
July, 2016 USF Fees				
Universal Service Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$4.13
				-\$4.13
July, 2016 Excise and Other Taxes				
Lease Taxes	State			-1.14
Shared Service Taxes	State			-1.45
				-\$2.59
Total Current Site Charges:				-\$60.10

Created: 2/20/2012 Account: CP866433 Location ID: 866433	Gas Mart 91 103 N West St Olney, IL 62450
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Description	Type	Start	End	Amount
July, 2016 Standard Billing				
LinkSafe Elite VSAT <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$23.10
Equipment Lease Fee 60 Month Commitment (\$60.92) <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$18.28
LinkSafe Maintenance Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$12.00
				-\$53.38
July, 2016 USF Fees				
Universal Service Fee <i>Prorated Charge</i>	Unused Service Reversal	07/15/16	07/24/16	-\$4.13
				-\$4.13
July, 2016 Excise and Other Taxes				
Lease Taxes	State			-1.15



Page 7 of 7 **Account Number:** COP00227
Date Due: 08/23/2016
Invoice Number: B1-301536138
Issue Date: 07/24/2016
Purchase Order #: N/A

Shared Service Taxes	State	-1.44
		<u>-2.59</u>
Total Current Site Charges:		<u>-\$60.10</u>
Billing All Sites:		-\$578.63
Sales Taxes All Sites:		-\$26.69
Total Of All Sites:		<u>-\$605.32</u>

Western District of Missouri Claims Register

[15-41915-abf11 Gas-Mart USA, Inc.](#)

Judge: Arthur B. Federman

Office: Kansas City

Trustee: Richard S. Lauter, not individually solely as Creditor
Trustee of the Gas-Mart USA, Inc. Creditor Trust

Chapter: 11

**Last Date to file
claims:**

**Last Date to file
(Govt):**

Creditor: (15803800) History Hughes Network Systems, LLC 11717 Exploration Lane Germantown, MD 20876	Claim No: 145 <i>Original Filed</i> Date: 11/04/2016 <i>Original Entered</i> Date: 11/04/2016	Status: <i>Filed by:</i> CR <i>Entered by:</i> Michael Shane Johnson <i>Modified:</i>
Amount claimed: \$1412.33		

<i>History:</i>		
Details	145-1	11/04/2016 Claim #145 filed by Hughes Network Systems, LLC, Amount claimed: \$1412.33 (Johnson, Michael)
<i>Description:</i> (145-1) Administrative Claim for not less than \$1,412.33; see attached rider.		
<i>Remarks:</i>		

Claims Register Summary

Case Name: Gas-Mart USA, Inc.
Case Number: 15-41915-abf11
Chapter: 11
Date Filed: 07/02/2015
Total Number Of Claims: 1

Total Amount Claimed*	\$1412.33
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		