

SUBSCRIBER AGREEMENT

Applies to TEXAN State Government SOHO VSAT Services ordered with a Business Internet Service Plan.

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

Subscriber Agreement Organization

This Subscriber Agreement is organized into six “Parts:”

Part I – Key Provisions;

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

Part III – Payment;

Part IV – Permitted Use and Restrictions on Use;

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

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

PART I – KEY PROVISIONS.

1.1 SPEED CLAIMS AND DISCLAIMERS.

HughesNet service is available in the contiguous U.S. with an unobstructed view of the southern sky, and its usage is subject to the Fair Access Policy. When you connect to the Internet using HughesNet, the upload and download speeds you experience will vary based on a variety of factors including the configuration of your computer, the number of concurrent users, network or Internet congestion, the speed of the Websites you are accessing, and other factors. Stated speeds and uninterrupted use of service are not guaranteed. Actual upload and download speeds may be lower than maximum advertised speeds, particularly during peak periods.

1.2 EQUIPMENT.

You specifically agree that any Equipment provided during a field service call may be new or refurbished as new. Any refurbished Equipment will have the same warranty as new Equipment.

1.3 SERVICE COMMITMENT AND EARLY TERMINATION FEES.

All Service Plans require a commitment of 24 months. If you have subscribed to any of the Business plans and you terminate service prior to the expiration of the commitment, you will owe, and your credit or debit card will be charged, the Early Termination Fees described below.

Early Termination: Purchase Option (Equipment and standard installation purchased upfront)

If you cancel your order before installation, you will not be charged.

If you cancel within 30 days of activation, no service termination fees will be charged, but you will not receive any refund for installation charges or other fees. You may return your HughesNet modem, power supply, and radio for a \$200 refund. All equipment must be received in good condition within 45 days of termination in order to receive this refund.

If you cancel after 30 days of activation but before the end of your 24-month term commitment, you will be charged a Service Termination Fee of up to \$400. The exact amount of the Service Termination Fee will be \$400 for the first three (3) months after activation of the HughesNet Service. Thereafter, the amount of the Service Termination Fee will decrease by \$15 per month for each month of active Service.

For customers eligible or required to return equipment, Hughes will provide instructions on how to de-install and return the required equipment.

Early Termination due to breach by Subscriber

If your account is terminated by Hughes for non-payment or any other reason, the Early Termination Fee will be charged immediately upon cancellation.

PART II – THE SERVICE, SUBSCRIBERSHIP AND THIS SUBSCRIBER AGREEMENT.

2. THE SERVICE.

Hughes provides a two-way, satellite-based Internet access solution that carries information between the Internet and your personal computer (the “Service”).

2.1. COMPOSITION OF THE TERMS OF SERVICE.

CTSA Contract No. DIR-TEX-AN-NG-002, CSA Contract No. DIR - TEX - AN - NG - ICXXX, this Subscriber Agreement, and the HughesNet Subscriber Privacy Policy collectively make up the HughesNet Terms of Service. CTSA Contract No. DIR-TEX-AN-NG-002, CSA Contract No. DIR - TEX - AN - NG – CSA - ICXXX and the HughesNet Terms of Service govern your HughesNet subscription and your use of the HughesNet Service and any other HughesNet services (as defined below). Certain features and services offered by Hughes and its suppliers contain additional terms or guidelines that supplement this Subscriber Agreement and, along with this Subscriber Agreement, will govern the use of those services. You will have an opportunity to review the additional terms before you sign up or use those services. Notwithstanding the foregoing, in no event will any such additional terms modify any of the terms, including but not limited to the order of precedence, as specified in Section 2.3 of CTSA Contract No. DIR-TEX-AN-NG-002 and Article 1.1 of CSA Contract No. DIR - TEX - AN - NG – CSA - ICXXX.

3. MODIFICATIONS; RIGHTS OF CANCELLATION OR SUSPENSION.

3.1. MODIFICATION OF THE SERVICE.

Subject in every case to the applicable provisions of CTSA Contract No. DIR-TEX-AN-NG-002 and CSA Contract No. DIR - TEX - AN - NG – CSA - ICXXX, Hughes may discontinue, add to, or revise any or all aspects of the Service in Hughes’ sole discretion, with or without notice, including without limitation access to support services, publications, and any other products or services ancillary to the Service. For purposes of illustration and not limitation, Hughes may: (a) establish and enforce limitations concerning use of the Service, e.g., the maximum number and/or size of email messages that may be sent from or received by an account on the Service, and the maximum amount of bandwidth that may be used by a single user or a single account; (b) take any action that Hughes deems appropriate to prevent and/or delete bulk email; (c) delete old email messages from any account; (d) quarantine or delete messages or content suspected of containing viruses or other malware; (e) refuse to process email or instant messages that fit criteria defined by us; or (f) modify any user setting. In the event that Hughes makes any changes to the Service or its availability, Hughes is required to notify you.

3.3 PRICING REVISIONS; NOTICES.

All pricing for any Service Plans shall be in accordance with the rates set forth in Exhibit C to the CTSA Contract No. DIR-TEX-AN-NG-002.

3.4. TERMINATION.

Termination shall be in accordance with Article 9 of the CSA Contract No. DIR-TEX-AN-NG-CSA-ICXXX . In the event that Hughes modifies this Agreement, the Service, or related pricing or billing terms, you may immediately terminate your account and this Agreement in accordance with the termination Article 9 of the CSA.

3.6. CONTINUATION OF OBLIGATIONS.

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

4. WHO MAY USE THE SERVICE? – RESPONSIBILITY AND SUPERVISION.

4.1. AGE AND ACCOUNT SETUP.

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

4.2. MULTIPLE USE OF ACCOUNT.

Multiple members of your business may share a single ID number and account, if authorized by you to use the account. In addition, multiple users at the same site may access the Service at any given time through the same ID number or account, however performance may be degraded.

4.3. INSTALLATION OF SUBSCRIBER EQUIPMENT.

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

4.4. SUBSCRIBER RESPONSIBILITY.

You shall be responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for goods or services purchased thereon, or any other expenses incurred as a result of any use of your account. You promise to pay the amounts billed for any such goods or services, along with any related fees, taxes, and charges. Use of your account is limited to users using the service at your permanent location or place of business. You acknowledge that you are aware that areas

accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by minors who use the Service through your account. You hereby ratify and confirm any obligations a minor using your account enters into or assumes and any promises or permissions such minor makes or gives. You agree to: (a) provide us with true, accurate, current, and complete information about yourself; and (b) promptly update this information to keep it true, accurate, current, and complete.

PART III – PAYMENT.

5. FEES AND PAYMENT.

5.1. FEES, TAXES AND OTHER CHARGES.

All pricing, fees and taxes shall be in accordance with the rates set forth in Exhibit C to the CTSA Contract No. DIR-TEX-AN-NG-002. All

5.2. PAYMENT.

Hughes accepts invoice billing for business customers. Payment shall be in accordance with Article 6 of the CSA Contract No. DIR-TEX-AN-NG-CSA-ICXXX .

5.3. COMMENCEMENT AND DURATION OF SUBSCRIBERSHIP FEES.

You acknowledge that a monthly subscription fee will apply for each and every month (or portion thereof) that you subscribe to the Service. Once you subscribe, your account and payment obligations will continue until terminated as set forth herein.

PART IV – PERMITTED USE AND RESTRICTIONS ON USE.

6. SOFTWARE LICENSE.

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

7. SPECIFIC RESTRICTIONS ON USE OF THE SERVICE.

7.1. PROHIBITED CONDUCT.

You agree to comply with the terms of the [Hughes Acceptable Use Policy](#). Violations of the Acceptable Use Policy may result in suspension or termination of Service.

7.2. HUGHES FAIR ACCESS POLICY.

To ensure fair Internet access for all HughesNet subscribers, Hughes maintains a Fair Access Policy. This policy establishes an equitable balance in Internet access for all HughesNet subscribers. Hughes assigns a download threshold to each service plan that limits the amount of data that may be continuously downloaded. The small percentage of subscribers who exceed this limit will experience a temporary reduction of speed. Hughes' Fair Access Policy may be revised by Hughes at any time. More information about the current Fair Access Policy is available at legal.hughesnet.com.

7.3. COMPLIANCE WITH LAWS.

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

7.4. NO RESALE.

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

7.5. ASSUMPTION OF RISK.

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

PART V – GRANT OF IMPORTANT RIGHTS BY YOU TO US, AND IMPORTANT DISCLAIMERS, ACKNOWLEDGMENTS AND OBLIGATIONS.

8. IP ADDRESSES.

In the event you are acquiring the use of one or more private IP Addresses through your HughesNet Subscription, the following conditions will apply. Hughes may, but shall not have any obligation:

- "Static IP" addresses are primarily for the use for customers who need to access other networks through firewalls or VPNs that require an IP address from the source of the connection to remain the same over long periods of time.
- IP addresses cannot be guaranteed in perpetuity. Hughes retains the right to change the IP addresses allocated for HughesNet systems. Should it become necessary to change a static IP, Hughes will attempt to contact the customer with sufficient notice advance of the change.
- Hughes will not support any attempts to run Web pages, hosting servers, or SMTP relays behind a HughesNet terminal or any other server as described in the Hughes Acceptable Use Policy. This includes removing a static IP address from SMTP "Blacklists" or "Dynamic IP address lists," or creating custom reverse DNS entries for the IP addresses allocated to a HughesNet terminal, such that a customer domain name purchased by another vendor can be associated with a HughesNet system for the purposes of operating a Web page or SMTP service.
- Hughes will not register IP addresses granted to a HughesNet customer as separate domains or DNS/MX Record domains customized for an individual subscriber.
- All IP addresses allocated to a HughesNet system are the sole property of Hughes. Title, ownership, and registration of IP addresses granted to a HughesNet terminal will remain the property and under the administrative authority of Hughes.

9. COPYRIGHT AND LICENSES.

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

10. NO ENDORSEMENT.

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

11. INTERNET.

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

12. LIMITED WARRANTY ON EQUIPMENT.

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

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

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

THE WARRANTIES SPECIFIED HEREIN ARE IN ADDITION TO THE REPRESENTATIONS, COVENANTS, AND WARRANTIES SPECIFIED IN THE CTSA CONTRACT NO. DIR-TEX-AN-NG-002 and CSA CONTRACT NO. DIR - TEX - AN - NG – CSA-ICXXX, Article 7. ALL TOGETHER THEY CONSTITUTE YOUR SOLE AND EXCLUSIVE REMEDIES FOR DEFECTS IN ANY EQUIPMENT

COVERED BY THE LIMITED WARRANTY. To request Limited Warranty service for the repairs specified above, you must contact Hughes Customer Service, toll-free, at 1-866-347-3292 within the Limited Warranty period.

This Limited Warranty for repairs will be void in its entirety if the Equipment is serviced by anyone other than Hughes or a Hughes-Authorized Service Center. Hughes neither assumes nor authorizes any Authorized Service Center or any other person or entity to assume any other obligation or liability beyond that which is provided for in this Limited Warranty.

This Limited Warranty for repairs does not cover damage or affected operation of the above-referenced Equipment resulting from:

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

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

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

EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 13, EXHIBIT B OF THE CTSA CONTRACT NO. DIR-TEX-AN-NG-002, ARTICLE 7 OF CSA CONTRACT NO. DIR - TEX-AN - NG – CSA-ICXXX. AND AS SET FORTH ABOVE, THE EQUIPMENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, HUGHES DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE EQUIPMENT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE EQUIPMENT IS ASSUMED BY YOU.

No oral or written information or advice given by Hughes, its dealers, distributors, agents, or employees, shall create a warranty or in any way increase the scope of this warranty, and you may not rely on any such information or advice. This warranty gives you specific legal rights. You may have other rights, which vary from state to state.

13. LIMITATION OF LIABILITY

The limitation of liability is as specified in Section 15.03, Exhibit B to CTSA Contract No. DIR-TEX-AN-NG-002 and Article 7.2 of CSA CONTRACT NO. DIR - TEX-AN - NG – CSA-ICXXX.

14. INTENTIONALLY OMITTED

15. LIABILITY FOR UNAUTHORIZED USE.

You agree to notify us immediately after you sell, give away, or otherwise transfer your Equipment to anyone else. You are considered the registered recipient of the Service until Hughes receives such notice, and you will be liable for any charges or fees incurred by the use of your Equipment by anyone else up to the time that Hughes receives your notice, unless otherwise provided by State law. Assignment shall be in accordance with Article 8.6 of the CSA Contract No. DIR-TEX-AN-NG-CSA-ICXXX. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify HughesNet Customer Care Center immediately, or else you may be liable for payment for unauthorized

use of your Equipment system. You will not be liable for unauthorized use after Hughes has received your notification.

16. PROPRIETARY RIGHTS.

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

PART VI – GENERAL.

17. LIMITS ON TRANSFERS; NO RIGHT OF SURVIVORSHIP.

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

18. CHOICE OF LAW.

This Agreement is made in the State of Texas. This Agreement and all of the parties' respective rights and duties in connection herewith, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Texas, in the United States, excluding its conflicts of laws provisions. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

19. DISPUTE RESOLUTION.

19.1 .Dispute Resolution shall be in accordance with Article 10 of the CSA Contract No. DIR-TEX-AN-NG-CSA-ICXXX.

20. ELECTRONIC DELIVERY POLICY AND YOUR CONSENT.

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

21. CONSTRUCTION AND DELEGATION.

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

22. MISCELLANEOUS.

22.1. NOTICE; SEVERABILITY.

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

22.2. NO WAIVER.

Subject to the Customer's rights as set forth in Article 8.2 of CSA Contract No. DIR - TEX - AN - NG – CSA- ICXXX, Hughes may enforce or decline to enforce any or all of the terms of this Agreement in its sole discretion without waiving its rights to enforce such provisions in the future. In no event shall Hughes be required to explain, comment on, suffer liability for, or forfeit any right based on its enforcement, non-enforcement ,or consistency of enforcement of these terms.

22.3. CAPTIONS.

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

22.4. STATUTE OF LIMITATIONS.

You agree that, regardless of any statute to the contrary, any claim or cause of action arising from or related to use of the Service or this Agreement must be filed within four (4) years after such claim or cause of action arose or be forever barred.

23. ASSIGNMENT OF ACCOUNT.

Assignment shall be in accordance with Article 8.6 of the CSA Contract No. DIR-TEX-AN-NG-CSA-ICXXX.

24. ENTIRE AGREEMENT.

CTSA Contract No. DIR-TEX-AN-NG-002, CSA Contract No. DIR - TEX - AN - NG – CSA-ICXXX, this Agreement, as published over the Service and available on the Website, as well as the additional online documents specifically referred to herein as being a part of this Agreement (e.g., the Acceptable Use Policy), constitute the entire and only agreement with respect to the subject matter hereof between you and Hughes. In the event of a conflict between the CTSA Contract No. DIR-TEX-AN-NG-002, CSA Contract No. DIR - TEX - AN - NG - ICXXX, and this Agreement, the CSA Contract No. DIR-TEX-AN-NG-CSA- ICXXX will control. This Agreement can be amended only in the manner expressly provided for in Article 8.5 of CSA Contract No. DIR-TEX-AN-NG-CSA-ICXXX.

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