

RESELLER AGREEMENT

THIS RESELLER AGREEMENT is made as of Jan. 20th, 2010 (the "Effective Date"), by and between Raysat Antenna Systems, LLC., a Delaware corporation, having its principal place of business at 8460 D Tyco Rd. Vienna, VA, 22203 ("RAS"), and P&L International, Inc. a North Carolinian corporation, having its principal place of business at 1017 Baron Rd. , Waxhaw, NC 28173 ("RESELLER").

WITNESSETH:

WHEREAS, RAS is a global developer, manufacturer and supplier of in-motion, low profile, phased-array satellite antennas for the government, military, enterprise, railway and aftermarket automotive industries, (the "Products"); and

WHEREAS, RAS and RESELLER each desire for RESELLER to sell, market, distribute, promote, install and support such Products pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RAS and RESELLER hereby enter into this Agreement and agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.

1. 1. "Agreement" means this Reseller Agreement, together with all Exhibits, as the same may be amended from time to time in accordance with Section 16.11.

1. 2. "RCSE" means RAS Certified Support Engineer.

1. 3. "RAS Demonstration Kit" means the initial product purchased by RESELLER at a special Twenty-Five percent (25%) discount for use as demonstration, evaluation or tradeshow equipment only.

1. 4. "RAS Product Manual" means the most current technical product manuals provided by RAS.

1. 5. "Exhibits" means all exhibits and schedules attached hereto, which exhibits and schedules are incorporated herein by reference.

1. 6. "Marks" means all trademarks and trade names under which the Products

or other products of RAS may from time to time be sold or licensed or the business of RAS may be conducted that RAS either owns or has the right to use.

1. 7. "Product Characteristics" means the product characteristics set forth in the manuals and materials shipped with the Products.

1. 8. "Proprietary Information" means any and all confidential or proprietary knowledge, data or information of RAS or the RESELLER. By way of illustration but not limitation, "Proprietary Information" includes (a) technical and non-technical information, patents, copyrights, trade secrets, inventions, mask works, software programs, software source documents, ideas, processes, formulas, source and object codes, data, programs, algorithms, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers.

1. 9. "Proprietary Rights" means all trade secret, patent, copyright, trademark, mask work, know-how and other intellectual property rights throughout the world, whether owned by RAS or the RESELLER; or licensed to RAS or to the RESELLER by others.

1. 10. "Support Organization" means at least one technical support engineer that has completed RAS training and is a CCSE.

1. 11. "Technical Training Center" means the RAS technical training facility.

1. 12. "Training" means two (2) sales people attend RAS's sales training and one (1) support person attend RAS's technical product training and become a RCSE , provide, however, that RAS is not responsible for travel and other expenses related to attending any such technical training course.

1. 13. "Territory" means the territory described on Exhibit A attached hereto and incorporated herein by reference.

1. 14. "1st Level Support" means the service provided in response to the initial phone call placed by an End User which identifies or documents an error and attempts to resolve the customers' problem.

1. 15. "2nd Level Support" means the service provided to analyze or reproduce an error which is not resolved at 1st Level or to determine that the error is not reproducible.

1. 16. "3rd Level Support" means the service provided that isolates the error to the component level. An attempt shall be made to provide an error correction or circumvention.

2. **Appointment.**

2. 1. Subject to the terms and conditions of this Agreement, RESELLER agrees to purchase Products and Services based on the pricing and description at Appendix C below ("Purchase") and per the "Minimum Cumulative Purchase" and "Minimum Purchase" at Appendix A below in order to maintain an exclusive marketing rights within "Territory" over period of time ("Time Period") per Appendix A below.

RAS hereby appoints RESELLER, and RESELLER hereby accepts such appointment, to serve, on an exclusive basis, as a seller, distributor, marketer, promoter, installer and supporter of the Products in the Territory on behalf of RAS for period of time (Time Period) from the Effective Date for the Large Yacht Territory or from the date of completion the Minimum Purchase for the Cruise Ship Territory (per Appendix A below).

Time Period of exclusive rights for the Large Yachts Territory is automatically renewable provided that RESELLER continues to order based on the Minimum Cumulative Purchase schedule before the end of every Time Period . If RESELLER fails to meet the Minimum Cumulative Purchases requirement, then RAS will provided RESELLER a written notice of Exclusive Right Termination within 7 days of the end of said Period. RESELLER will have a Cure Period of 45 days during the Time Period of the first 18 months and 90 days otherwise to meet the required Minimum Cumulative Purchase. If RESELLER does not meet the Minimum Cumulative Purchase within the Cure Period his exclusive right within the Large Yachts Territory will be terminated.

Future Time Period extensions beyond the initial Time Period (per Appendix A, 1.2) of the exclusive right within the Cruise Ship Territory are conditional upon both Parties successfully negotiating reasonable sales targets for which RESELLER shall be obligated to achieve in order to maintain its exclusive appointment within the Cruise Ship Territory.

2. 2. All rights not expressly granted to RESELLER hereunder are reserved by RAS. RAS reserves the unrestricted right to sell, license, distribute, market, promote, install and support, or to grant to one (1) or more third parties the right to sell, license, distribute, market, promote, install and support, the Products and value added versions, enhancements, derivative works, ancillary programs, and documentation thereof anywhere outside the Territory.

2. 3. Except as otherwise provided in this Section 2, RESELLER shall neither be permitted to use the Products for its internal business nor copy any of the Products or distribute or transfer the Products. In addition, RESELLER shall not under any circumstances attempt, or knowingly permit or encourage any customers and/or end users that purchase the Products, or other third party, to decompile, decipher, disassemble, reverse engineer or otherwise decrypt or discover the source code for the Product or any portion thereof.

3. **Products; Territory.**

3. 1. Subject to the terms of this Agreement, RESELLER may sell, distribute, market, promote, install and support the Products only to customers and/or end users maintaining a bona fide business office and taking delivery within the Territory.

3. 2. RAS, in its sole discretion, reserves the right to modify, change, improve and/or discontinue the Products with reasonable notice at any time during the Term. Specifications applicable to the Products shall be solely the RAS specifications set forth in the RAS Product Manual.

3. 3. RESELLER shall not misrepresent the Products or their specifications, performances, characteristics, applications or capabilities to any party. RESELLER shall not sell the Products under any marks other than the Marks.

3. 4. RESELLER shall not repackage, label, dilute, alter, modify, reverse engineer, or tamper with the Products in any way, or create any derivative work of or based on the Products, and RESELLER agrees to indemnify, and hold harmless RAS against any award or judgment relating to RESELLER's violation of this Section 3.4.

3. 5. RESELLER shall have no right to receive or license any source code in any software or firmware in respect of the Products, and shall not attempt to derive source code or object code or the underlying ideas, algorithms, structure or organization of the Products.

3. 6. RESELLER hereby agrees to immediately notify RAS in writing of any party or prospective party purchasing, or seeking to purchase, any Product from RESELLER for resale either within or outside of the Territory.

4. RAS's Marks

4. 1. RAS hereby grants to RESELLER a limited, exclusive right to use the Marks in the advertising, promotion and sale of the Products. RESELLER shall only use the Marks in connection with performing its obligations under this Agreement. RESELLER shall not permit alteration, obfuscation or removal of tags, labels or identifying marks placed by RAS on or within the Products. RESELLER will not use RAS's tradenames or abbreviations (with the exception of a logo or mark or graphic design provided by RAS which indicates RESELLER is an authorized RESELLER of RAS) in any way that might result in confusion as to the separate and distinct identities of RESELLER and RAS, including use of RAS's tradenames or abbreviations in RESELLER's name or corporate title. Upon the expiration or earlier termination of this Agreement, the license granted to RESELLER in the Marks shall immediately terminate and RESELLER shall immediately cease and desist all use of the Marks.

4. 2. RESELLER recognizes and acknowledges RAS's ownership and title to the

Marks and the goodwill related thereto and agrees that any goodwill that accrues because of RESELLER's use of the Marks shall become the property of RAS. RESELLER further agrees not to contest or take any opposition to any Marks or to use, employ or attempt to register any mark or tradename that is similar to any Mark of RAS.

5. **Purchase and Sale of the Products.**

5. 1. During the Term, RAS agrees to sell to RESELLER, and RESELLER agrees to purchase solely from RAS, the Products at the then-applicable prices for the Products according to the List of Prices and Discounts in Exhibit 3 (which RAS may, in its sole discretion, modify and/or change from time to time), less any applicable discounts hereunder, plus shipping expenses. During the Term, upon RESELLER's request, RAS shall promptly provide RESELLER with each updated version of RAS's retail list prices for the Products. RESELLER shall consider RAS's then-applicable retail price lists in determining the total price(s) that RESELLER will charge its customers and/or end users for the Products. However, such prices may only be reduced during the term of this Agreement. In the event the parties agree to reduce the price of any Product, such adjustment shall take place immediately and shall be applicable to Products thereafter ordered by RESELLER.

5. 2. All purchase orders submitted by RESELLER to RAS shall contain no less than the following terms: (a) price, (b) quantity, (c) description of the Products, (d) billing instructions, and (e) delivery instructions. The terms and conditions of this Agreement shall apply to all orders submitted to RAS and supersede any different or additional terms contained in any purchase orders. Orders issued to RAS are solely for the purpose of requesting delivery dates and quantities.

5. 3. If RAS accepts a purchase order from RESELLER, which acceptance shall be in writing, RAS shall use its reasonable efforts to ship or cause the shipment of the Products within thirty (30) days of receipt of such purchase order, or as soon as practicable thereafter.

5. 4. Subject to the terms herein, RAS shall ship the Products ordered by RESELLER hereunder to locations designated by RESELLER in the purchase order. All freight expenses and insurance premiums shall be paid by RESELLER. All shipments will be made F.O.B. RAS's facility to RESELLER's shipping address. Delivery will be deemed complete, and risk of loss or damage to the Products will pass to RESELLER, upon delivery to the carrier.

5. 5. RAS shall submit a separate payment invoice to RESELLER for each purchase order submitted to RAS by RESELLER and fulfilled by RAS pursuant to this Section 5, and each invoice shall contain no less than the following terms: (a) RESELLER's purchase order number, (b) RESELLER's item number, (c) description of

the Products, (d) quantities, (e) unit price, and (f) extended totals.

5.6. RESELLER shall pay each invoice price in United States currency according to the payment termed referenced in such invoice. Any payments for Products that are not paid when due shall bear interest at the rate of one and one half percent (1.5%) per month; provided, however, that if such rate exceeds the maximum lawful rate, then any payments for Products that are not paid when due shall bear interest at the maximum lawful rate.

5.7. (a) Notwithstanding any provision contained herein to the contrary, RESELLER may cancel, or make a one-time reschedule of, delivery of any Products specified in RESELLER's accepted purchase order provided that (i) RAS receives written notice of such cancellation/reschedule at least five (5) business days prior to the scheduled shipment date, and (ii) RESELLER pays a cancellation/reschedule charge for each occurrence of cancellation or permitted rescheduling. The charges shall be computed as a percentage of the retail list price of the Products, as follows:

<u>Cancellation/Reschedule Notice Received</u>	<u>Cancellation/Reschedule Charge</u>
60 days or more prior to scheduled shipment date	0%
59 days through 11 business days prior to scheduled shipment date	25%
10 business days or less prior to scheduled shipment date	No Cancellation/Reschedule Allowed. Full Retail List Price Owed.

(b) Payment of cancellation/reschedule charges shall be made within thirty (30) days of RESELLER's receipt of an invoice of such charges. If Products for which RAS agreed to delay shipment are subsequently canceled, the original shipment date applicable to such Products, rather than the date to which shipment was delayed, shall be utilized in calculation of the cancellation charge. The Parties acknowledge that the costs to RAS resulting from cancellation/rescheduling are not subject to exact computation, for which reason the parties have agreed to the aforementioned charges as liquidated damages and not as a penalty. If RESELLER (i) subsequently cancels a previously rescheduled delivery, (ii) does not accept delivery of the Products, or (iii) causes RAS to withhold delivery of the Products (e.g., for non-payment or credit-hold) for a period of forty-five (45) days after the scheduled delivery date, such Products will be considered canceled and RESELLER shall pay the maximum cancellation charges as set forth above.

5. 8. RESELLER agrees to pay or reimburse RAS for any and all taxes and other fees or obligations associated with the receipt of the Products purchased by RESELLER hereunder, including, as appropriate, any sales, use, excise or similar tax levied on the transactions hereunder, or any personal property tax attributable to the license granted to RESELLER hereunder, but excluding taxes on RAS's income.

6. **Training and Sales Support; Installation.**

6. 1. Prior to any selling, distributing, marketing, promoting, installing and/or supporting of the Products, RESELLER shall have the Training. RESELLER agrees to successfully complete the Training within thirty (30) days from the Effective Date.

6. 2. RAS shall offer Training to RESELLER at the applicable Training rates.

6. 3. In the event the Training takes place at a location other than RAS's Technical Training Center, all of RAS's reasonable travel and other expenses actually incurred by RAS shall be reimbursed by RESELLER within thirty (30) days of the date of an invoice from RAS therefore. RAS agrees to comply with any reasonable RESELLER travel guidelines provided to RAS. Any RAS requests for travel and expense reimbursement will be accompanied by reasonably sufficient documentation or other evidence of the amount of expenses incurred by RAS.

6. 4. RESELLER shall furnish, and be responsible for, all labor, materials, equipment and resources required for unpacking and installing the Products purchased by RESELLER pursuant to this Agreement.

7. **Duties of RESELLER.**

7. 1. RESELLER is in charge of the service and all the elements required to render the service to end users such as, but not limited to space segment, modems, RF equipment, earth station or HUB, and backbone connection.

7. 2. RESELLER shall use its best efforts to sell, distribute, market, promote, install and support the Products on a continuous basis in all jurisdictions within the Territory during the Term.

7. 3. RESELLER shall purchase and pay for a single RAS Demonstration Kit within two (2) weeks of the Effective Date in order to demonstrate the Products within the Territory.

7. 4. RESELLER shall maintain a Support Organization, and, in a professional manner, shall conduct promotional activities, advertise and distribute promotional materials in respect of the Products as needed to comply with its obligations under this

Agreement.

7. 5. As described in the then-current RAS Product Catalog within the Territory, in accordance with the terms and conditions set forth in this Agreement, RESELLER shall promote and sell the Products for projects and programs within the Territory.

7. 6. RESELLER shall offer and provide all "1st Level Support" with respect to Products sold by RESELLER, which requires the RESELLER to provide, among other things, all resources to verify, diagnose and, when feasible, resolve configuration, installation and other basic system problems. To meet this requirement, RESELLER shall properly train support personnel on the Products in accordance with the terms of this Agreement. For problems requiring support from RAS, RESELLER shall provide RAS detailed information regarding the problem and/or symptoms and other information as may be requested by RAS.

7. 7. RESELLER may provide a link to RAS's web page from RESELLER's web page, and may market the Products on its web page in a clear and recognizable fashion, so long as any such marketing information is in compliance with the applicable terms and conditions of this Agreement. RESELLER shall update its link to RAS's web page as may be necessary to ensure that it is a "live" link. Notwithstanding the foregoing, RESELLER may at any time during the Term (as defined below), disable or remove the above-described link if it deems such action reasonable or prudent, including by reason of receipt of a valid notice as provided for under the Digital Millennium Copyright Act of 1998, as amended ("DMCA") that any content on RAS's web site is in violation of the DMCA, or to comply with any law, rule, regulation or order by any governmental authority, and RESELLER shall not be in default under this Agreement for taking such action. RESELLER will promptly forward to RAS notices it receives concerning the DMCA with regard to content on RAS's web site. Further, RESELLER agrees to promptly respond to any notices, including notices from RAS, that any content on RESELLER's web site violates the DMCA.

7. 8. RESELLER shall not engage in any transactions which might call upon RAS to accept obligations inconsistent with RAS's standard business practices and licensing terms, as set forth in this Agreement.

8. Duties of RAS.

8. 1. RAS agrees to supply RESELLER, at no charge, with its usual product information, sales presentations, market information, advertising and other such promotional material, including the RAS Product Catalog and the RAS Product Manual, in such quantities and at such times as RAS determines are reasonably necessary to assist RESELLER with RESELLER's advertising, sales and promotion efforts in accordance with the terms of this Agreement.

8. 2. RAS may, assist RESELLER in selling and promoting the Products, only in case the RESELLER requires such assistance.

8. 3. RAS agrees to provide to RESELLER any appropriate leads it receives for the Territory, which RAS determines to be appropriate for the RESELLER to respond.

8. 4. RAS may establish a list of Resellers on RAS's web page, subject to RESELLER approval. Such list may include RESELLER's logo, contact information and business description as provided by RESELLER, and approved by RAS. Upon RESELLER's request, RAS shall (a) provide a link to RESELLER's web page, and (b) update its link to RESELLER's web page as may be necessary to ensure that it is a "live" link. Notwithstanding the foregoing, RAS may at any time during the Term, disable or remove the above-described link if it deems such action reasonable or prudent, including by reason of receipt of a valid notice as provided for under the DMCA that any content on RESELLER's web site is in violation of the DMCA, or to comply with any law, rule, regulation or order by any governmental authority, and RAS shall not be in default under this Agreement for taking such action. RAS will promptly forward to RESELLER notices it receives concerning the DMCA with regard to content on RESELLER's web site. Further, RAS agrees to promptly respond to any notices, including notices from RESELLER, that any content on RAS's web site violates the DMCA.

8. 5. RAS shall offer and provide "2nd Level Support" and "3rd Level Support" support with respect to the Products during both (a) the warranty period (as described in Section 10 below), and (b) the term of any applicable RAS maintenance agreement. "2nd Level Support" and "3rd Level Support" support require RAS to analyze or reproduce an error which is not resolved at the 1st Level or to determine that the error is not reproducible, to isolate the error to the component level, and to attempt to provide an error correction or circumvention. For problems requiring support from RAS, RESELLER shall provide RAS detailed information regarding the problem and/or symptoms and other information as may be requested by RAS.

9. **Compliance with U.S. Laws, Export Regulations and Business Practices.**

9. 1. RESELLER expressly understands and agrees that this Agreement, and any exports, sales, transfers, or any other disposition of the Products hereunder, are subject to the laws, rules, regulations and policies of the United States. RESELLER agrees to comply with all applicable laws, rules, regulations, and restrictions. Contracts and purchase orders placed hereunder by RESELLER may require advance U.S. Government export approval and/or licensing and, therefore, all such contracts and purchase orders are contingent upon the obtaining of any and all necessary approvals and/or licenses. RAS will consider void any contract or purchase order for which all necessary approvals and/or licenses have not been obtained. Upon request by RAS, RESELLER shall provide evidence of compliance with this Section 9.1.

9.2. RESELLER agrees to comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority and not to export or re-export, or allow the export or re-export, of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations. With regards to customers and/or end users with which RESELLER contracts to provide the Products, RESELLER shall (a) obtain and bear all expenses relating to any necessary licenses and/or exemptions applicable to the export from the United States to such customers and/or end users, and (b) assure compliance with all applicable laws and regulations prior to delivery of Products to such customers and/or end users. Upon request by RAS, RESELLER shall provide evidence of compliance with this Section 9.2.

9.3. RAS shall be excused from performance, and not be liable for any loss or damages, for failure to deliver the Products hereunder resulting from RESELLER's failure to obtain the approvals and/or licenses described in Sections 9.1 and 9.2 above or the U.S. Government's denial or withdrawal of approval to export the Products to RESELLER.

9.4. In connection with each purchase order that RESELLER submits to RAS, RESELLER shall (a) immediately disclose to RAS the country of ultimate destination and the ultimate end use of all the Products, and (b) warrant to RAS that RESELLER has complied with all United States export control laws, regulations and business practices. If RAS has reason to believe that RESELLER has misrepresented or failed to properly disclose any fact with regard to customers, end users, end use or country of ultimate destination, RAS may immediately terminate this Agreement for default and discontinue all performance hereunder.

10. Warranties.

10.1. The warranty period that RAS provides offers its end users for the various parts of the Products are as follows: (a) one (1) year on hardware.

10.2. RAS MAKES NO OTHER WARRANTIES RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR ANY OTHER WARRANTIES. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PERFORMANCE OF THE PRODUCTS OTHER THAN AS PROVIDED IN THIS SECTION 10. RESELLER SHALL MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF RAS.

11. Defense of Infringement Suit.

11. 1. In the event that suit alleging infringement of a third party's U.S. patent, copyright or trademark with respect to the Products is filed or threatened by a third party against RESELLER, (a) RESELLER shall promptly notify RAS of all details and specifics thereof, and (b) RAS shall have the sole responsibility for the defense and settlement of the action. The commencement of any action shall not excuse performance by RESELLER of its obligations under this Agreement. RESELLER shall cooperate with and provide reasonable assistance requested by RAS, and shall voluntarily disclose any information that RAS deems relevant to the defense of any such suit. During such defense, RESELLER may be represented by its own counsel, at its own expense.

11. 2. In the event that, in connection with a suit alleging infringement of a third party's U.S. patent, copyright or trademark with respect to the Products, the Products are held to be infringing and/or the use of the Products is enjoined, then RAS, in its sole discretion, shall (a) procure for RESELLER the right to continue to use the Products, (b) render the Products non-infringing, or (c) remove the Products and grant RESELLER a credit therefore, as depreciated by RAS in its reasonable business judgment.

11. 3. Notwithstanding the foregoing or any provision contained herein to the contrary, RAS shall not have any obligations under this Section 11 if any infringement suit results from (a) modification or alteration of the Product by RESELLER, its agents or any third party or (b) use of the Products furnished by RAS in combination with equipment or other devices not made or furnished by RAS, if such claim would not have arisen but for such combination or use, or (c) use of the Products furnished by RAS in any manner for which the Products were not designed or intended.

12. **Indemnification; Damages.**

12. 1. **General Indemnity.** RESELLER agrees to indemnify and hold harmless RAS from and against any and all claims, damages, and liabilities asserted by any person or entity resulting directly or indirectly from (a) any breach by RESELLER, or by any of RESELLER's employees or agents, of this Agreement or any of RESELLER's warranties, representations, covenants, or obligations as provided for in this Agreement; or (b) any negligent act, affirmative act, or omission to act by RESELLER, or any of RESELLER's employees or agents arising out of the supply or use of the Products under this Agreement. Such indemnification shall include the payment of all reasonable attorneys' fees and other reasonable costs incurred by RAS in seeking indemnification or defending such claims.

12. 2. **Limitation on Damages.**

(a) USE OF THE PRODUCTS CONSTITUTES THE CONSENT OF RESELLER AND RESELLER'S AGENTS, CUSTOMERS AND END USERS TO ASSUME ALL RISKS OF SUCH USE WHETHER FORESEEABLE OR NOT AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD RAS HARMLESS

FOR ANY DAMAGES OR CLAIM OF DAMAGES ARISING IN ANY MANNER FROM SUCH USE.

(b) RAS'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY RESELLER FOR THE PRODUCTS HEREUNDER. IN NO EVENT SHALL RAS BE LIABLE TO RESELLER OR ANY AGENT, CUSTOMER OR END USER OF RESELLER FOR ANY LOSS OR DAMAGES, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, LOSS OF DATA OR PROFITS OR BUSINESS, HOWEVER CAUSED, INCLUDING ANY DAMAGES FROM A CLAIM OF BREACH OF CONTRACT (INCLUDING THIS AGREEMENT), STRICT LIABILITY, ANY DAMAGES ARISING OUT OF THE USE OR OPERATION OF THE PRODUCTS, DELAYS IN DELIVERY OR REPAIR, LOSS OF USE OF THE PRODUCTS, OR DAMAGE TO ANY DATA OR OTHER PROPERTY BELONGING TO RESELLER OR ANY AGENT, CUSTOMER OR END USER OF RESELLER, REGARDLESS OF WHETHER RAS HAS BEEN ADVISED, OR SHOULD HAVE KNOWN, OF THE RISK OF SUCH DAMAGE IN ADVANCE.

13. **Proprietary Rights; Confidentiality.**

13.1. Proprietary Rights. RAS retains all Proprietary Rights in and to all Proprietary Information relating and/or pertaining to the Products and which are provided to RESELLER under this Agreement or are otherwise obtained by RESELLER. RESELLER acknowledges and agrees that RESELLER has no Proprietary Rights by virtue of this Agreement, except the limited contractual rights, if any, that are expressly granted herein. Proprietary Information which RAS may furnish to RESELLER shall be in RESELLER's possession pursuant only to a restrictive, nontransferable, non-exclusive license under which RESELLER may use such Proprietary Information solely for the purposes of installing, supporting and repairing the Products, or integrating the Products into a system, and for no other purpose. Except for the limited purposes set forth herein, RESELLER shall not, without the express written consent of RAS, use, provide, disclose, transfer, or otherwise make available any Proprietary Information, or copies thereof, to any third party. RESELLER shall ensure its employees and third party agents having access to any Proprietary Information restrict and control the use, copying, modification, disclosure, transfer, protection, and security of such Proprietary Information in accordance with these provisions. RESELLER agrees to protect all Proprietary Information with the same standard of care which it uses to protect its own like information, but in no event less than a reasonable degree of care. Upon the termination or expiration of this Agreement, RESELLER shall return to RAS all material containing or disclosing any Proprietary Information.

13.2. Confidentiality. On or before the Effective Date, RAS and RESELLER shall have executed that certain Confidentiality and Non-Disclosure Agreement,

substantially in the form attached hereto as Exhibit B (the "Confidentiality Agreement"), and any information exchanged by the parties in connection with this Agreement shall be governed by the Confidentiality Agreement.

14. Agreement Term and Termination.

14.1. Agreement Term. The term of this Agreement shall be for a period of twelve (12) months beginning on the Effective Date and terminating on the first (1st) anniversary of the Effective Date (the "Agreement Term"). This Agreement may be extended upon written consent of the parties hereto.

14.2. Termination for Default. Either party may immediately terminate this Agreement by providing written notice to the other party (the "Defaulting Party") if any of the following events have occurred and are not cured within thirty (30) days after written notice of such events to the Defaulting Party ("Events of Termination"):

(a) The Defaulting Party breached any of the material covenants and agreements contained in this Agreement and the dispute has not been resolved;

(b) The Defaulting Party dissolves, discontinues substantially all of its business of selling or distributing the Products, as the case may be, or otherwise terminates its existence; or

(c) The Defaulting Party becomes insolvent, admits in writing that is unable to pay its debts as they become due, or commences any voluntary proceeding, or is a party to any involuntary proceeding, under any bankruptcy or insolvency law or laws relating to the relief of debtors, readjustment of indebtedness or reorganization or composition by or against the Defaulting Party, which proceeding, if involuntarily commenced, is not dismissed within thirty (30) days of commencement.

14.3. Additional Termination.

(a) Either party may terminate this Agreement without cause by providing the other party with ninety (90) days prior written notice; provided, however, that RESELLER may not terminate this Agreement without cause until it has paid all invoices submitted by RAS in accordance with Section 5 hereof. In addition, once the Reseller has qualified for exclusive Territory (per 2.1 above and Appendix A below), during the Time Period of that exclusive right with in the Territory this clause may not be used by RAS.

(b) RAS may terminate this Agreement in accordance with the provisions set forth in Section 9 above.

14.4 Failure to Purchase Demonstration Kit

Failure to comply with item 7.3 above will result in termination of this agreement.

15. Dispute Resolution.

15.1. Negotiation/Mediation/Arbitration. In the event that a dispute arises between the parties pertaining to any matters related to this Agreement, the following procedure shall apply and the parties shall use best efforts to resolve the dispute in good faith as quickly as possible:

(a) For a period of thirty (30) calendar days after notice from either party, the parties shall use good faith efforts to resolve the dispute by direct negotiation of representatives of the parties.

(b) If the parties do not resolve the dispute within the first fifteen (15) days of such period, then either party may cause both parties to escalate the dispute to senior executive officers (holding the office of vice president or above) to continue the above-described negotiations.

(c) If the parties do not resolve the dispute within such period (or any reasonable extension of such period as agreed upon by the parties), the parties agree to submit the dispute for non-binding mediation pursuant to the Commercial Dispute Resolution Procedures (the "Procedures") of the American Arbitration Association (the "AAA").

(d) In the event that complete agreement cannot be reached within thirty (30) calendar days after the filing of a request for mediation pursuant to the Procedures (or any reasonable extension of such period as agreed upon by the parties), any remaining issues shall be resolved by final and binding arbitration, to be conducted under the Procedures (except as otherwise provided in Section 16.17 below). The arbitration shall be conducted in the Commonwealth of Virginia, in the English language, and the rules of procedure not expressly provided by the Procedures shall be determined in accordance with the laws of the Commonwealth of Virginia, whether mandatory or not. The parties shall appoint one (1) arbitrator to be selected by mutual process of elimination from a list of arbitrators provided by the AAA. If the parties cannot agree on a single arbitrator within fifteen (15) calendar days after the remedy of arbitration has been elected, each party shall select an arbitrator within such fifteen (15) day period and the two (2) arbitrators shall select a third arbitrator within ten (10) calendar days, which arbitrator shall be reasonably satisfactory to the parties, and such third arbitrator shall arbitrate the dispute or claim. If the parties fail to appoint arbitrators or the arbitrators cannot agree on a third arbitrator who is reasonably satisfactory to the parties, then either party may request that

the AAA select and appoint a neutral arbitrator who shall act as the sole arbitrator. Any arbitrator selected or appointed hereunder shall have significant experience in the computer software or computer security business, and the legal and technical aspects of the dispute or claim. The arbitrator shall issue an opinion and the parties to this Agreement agree that any resulting arbitration award shall be complied with immediately following receipt of such award. An award hereunder may be confirmed, and judgment in the award entered, in the courts of the Commonwealth of Virginia. Proceedings to confirm or enforce any final arbitral award hereunder, or to modify, alter or vacate any such arbitral award, may be brought exclusively in, and the parties hereto consent to the jurisdiction of, the courts of the Commonwealth of Virginia.

15. 2. Sole Recourse. Except as otherwise expressly set forth herein, this Section 15 provides the sole recourse for the settlement of any dispute arising under or in connection with this Agreement.

16. General Provisions.

16. 1. Force Majeure.

(a) Except for the obligation to make payments hereunder, neither party shall be liable to the other for any delay in performing any of its obligations hereunder, when any such delay or failure is occasioned by causes or contingencies beyond such party's reasonable control, including acts of God, terrorism, war, fires, floods, earthquakes, riots, lockouts, labor or employment difficulties or strikes, epidemics, embargoes, and governmental action of any and all kinds; provided, however, that such party shall promptly give written notice of such causes or contingency to the other party, and provided, further, that such party shall make all reasonable effort to remove such causes or contingency as soon as possible.

(b) The party whose obligations are suspended due to reasons of force majeure shall give immediate notice of its ability to again perform its obligations. The period of time for performance of such party's obligations under this Agreement affected by the force majeure event shall be extended by a period equal to the period of delay.

16. 2. Notices. All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed effectively given and received upon delivery in person, or one (1) business day after delivery to a nationally recognized overnight courier service if sent by overnight or priority delivery, or by telecopier transmission with acknowledgment of transmission receipt if sent during the normal business hours of the receiving party, or five (5) business days after deposit via certified or registered U.S. mail, return receipt requested, in each case addressed to the party at the address and number set forth on the signature page hereto. A party may change its address by giving the other party notice thereof in conformity with this Section 16.2.

16. 3. Injunctive Relief. Both Parties agree that a breach of this Agreement would result in irreparable injury to either party for which a remedy in damages would be inadequate and that, notwithstanding Section 15 hereof, in the event of such breach or threatened breach, neither party may seek injunctive relief in a court of competent jurisdiction, in addition to remedies otherwise available at law or in equity.

16. 4. Assignment. Neither party may assign, transfer, license, subcontract, or otherwise transfer this Agreement or its rights, duties or other interests hereunder, without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that (a) RAS may assign this Agreement to any affiliate or successor in interest, and (b) RAS may, in its sole discretion, withhold its consent to any assignment by RESELLER to any affiliate, successor in interest (by way of a merger, sale of assets, sale of stock, joint venture, Resellership, other business combination or any other means) or unaffiliated third party, if such affiliate, successor in interest or unaffiliated third party is or reasonably could become a competitor to RAS.

16. 5. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

16. 6. Merger. This Agreement, together with the Confidentiality Agreement, supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities and covenants and all inducements to the making of this Agreement relied upon by either party herein, whether written or oral, and embodies the parties' complete and entire agreement with respect to the subject matter hereof. No statement or agreement, oral or written, made before the execution of this Agreement shall vary or modify the written terms hereof in any way. Any terms or conditions of RESELLER's order forms or other instruments shall not be binding upon RAS and shall not apply to any sale made pursuant to this Agreement, unless expressly agreed to in writing by RAS.

16. 7. Relationship of the Parties. RESELLER's relationship with RAS during the Term shall be that of an independent contractor. RESELLER shall not have, and shall not represent to have, any power, right, or authority to bind RAS, or to assume or create any obligation or responsibility, express or implied, on behalf of RAS or in RAS's name, except as herein expressly permitted. Nothing stated in this Agreement shall be construed as constituting or creating a joint venture or the relationships of employer and employee, franchiser and franchisee, master and servant, or principal and agent between the parties

hereto.

16. 8. Strict Compliance; Waiver. No failure of a party to exercise any right or to insist upon strict compliance by the other party with any obligation and no custom or practice of the parties at variance with this Agreement shall constitute a waiver of the right of a party to demand exact compliance. Waiver by one (1) party of any particular default by the other party shall not affect or impair a party's rights in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of a party to exercise any rights arising from such default affect or impair the rights of that party as to such default or any subsequent default.

16. 9. Further Assurances. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

16. 10. Interpretation; Effects of Headings; Construction. The word "including" when used herein is not intended to be exclusive and means "including, without limitation." This Agreement shall be construed in accordance with its fair meaning and not for or against either party on account of which party drafted this Agreement. References herein to an article, section, subsection, clause, schedule or exhibit shall refer to the appropriate article, section, subsection, clause, schedule or exhibit in or to this Agreement. The article and section headings used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

16. 11. Binding Effect; Amendment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns. Except as otherwise set forth herein, this Agreement may not be amended except by an instrument in writing, executed by the parties.

16. 12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one (1) and the same agreement.

16. 13. No Solicitation. During the Term and for a period of one (1) year after termination of this Agreement, neither party shall directly solicit the employment of the other party's employees that are involved in the subject matter of this Agreement; provided that this Section 16.13 shall not prevent either party from advertising available employment positions through normal channels.

16. 14. Survival of Obligations. The parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement, including those contained in Sections 3.4, 3.5, 4, 5.6, 5.7, 5.8, 9, 12, 13, 15,

16.13 and 16.17 shall survive termination, cancellation or expiration hereof.

16. 15. Representation of Authority. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been authorized by any necessary action and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. RESELLER further represents and warrants to RAS that it has the necessary resources to sell, distribute, market, promote, install and support the Products under the terms and conditions set forth herein and otherwise fulfill its obligations under this Agreement.

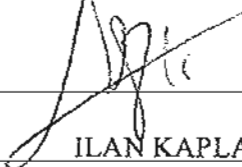
16. 16. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the law of the Commonwealth of Virginia, without regard to such jurisdiction's conflict of laws provisions. Any action to enforce or interpret the terms of this Agreement shall exclusively be instituted and maintained in the Commonwealth of Virginia.

16. 17. International Agreement. If (a) any part of this Agreement is not to be performed wholly within the United States, (b) RESELLER is a natural person not domiciled within the United States, or (c) RESELLER is a foreign government or subdivision thereof, a foreign corporation, a business association, Resellership, trust or any other entity or group that is not incorporated or organized to do business in the United States, then the following provisions shall apply: (i) English shall be the official language of this Agreement and all terms, conditions and obligations hereunder; (ii) the English version of this Agreement shall supersede any translation hereof; (iii) no custom, industry standard or course of dealing between the parties shall in any way vary or alter the terms and conditions of this Agreement, and (iv) any arbitration pursuant to Section 15.1(d) above shall be conducted under the AAA's International Arbitration Rules, rather than the Procedures.

IN WITNESS WHEREOF, the parties hereto have executed this Reseller Agreement as of the date first written above.

"RAS"

Raysat Antenna Systems, LLC.

By:  _____

Name: ILAN KAPLAN


Title: EVP

Address: 8460D Tyco Rd. Vienna, VA, 22203,

Fax: (703) 584.3775

"RESELLER"

P&L International, Inc.

By:  _____

Name: Paul Pazzaglini

Title: President _____

Address: 1017 Baron Rd. Waxhaw, NC 28173

Fax: 704 843-0573

EXHIBIT A

TERRITORY and Minimum Purchase

This Exhibit A is made part of the Reseller Agreement to which this Exhibit A is attached between RAS, Inc., a Delaware corporation, and the RESELLER described therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Reseller Agreement.

1. The "Territory", Minimum Cumulative Purchase, and Time Period of RESELLER shall be per the table below.

1.1 For the market of large yacht in the US Region (Gulf of Mexico and Caribbean) and in the Mediterranean Region ("Large Yacht Territory"):

Period #	Time Period	Minimum Cumulative Purchases within the Time Period
1	2 Months Effective Date	\$300,000
2	4 Months from Effective Date	\$700,000
3	12 Months from Effective Date	\$2,250,000
4	18 Months from Effective Date	\$3,750,000
5	24 Months from Effective Date	\$5,250,000
6	30 Months from Effective Date	\$7,250,000
7	36 Months from Effective Date	\$9,250,000
8	42 Months from Effective Date	\$11,750,000
9	48 Months from Effective Date	\$14,250,000
10	54 Months from Effective Date	\$17,250,000
11	60 Months from Effective Date	\$20,250,000

1.2 For the market of Cruise ships in the Caribbean, Mediterranean, and Atlantic ("Cruise Ship Territory"):

Time Period: 12 months

Minimum Purchase: \$500,000

2. As set forth in the Agreement, RESELLER is prohibited from selling, distributing, marketing, promoting, installing and/or supporting the Products outside of the Territory, and, pursuant to the terms of the Agreement, no consideration will be paid for any such selling, distributing, marketing, promoting, installing and/or supporting the Products outside of the Territory.

EXHIBIT B

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") dated as of the 17 day of July, 2008 is entered into by and between Raysat Antenna Systems, LLC., a Delaware corporation ("RAS"), and P&L International - US, Inc. ___ a Florida corporation ("RESELLER").

WHEREAS, RAS and RESELLER (collectively, the "Parties" and each, a "Party") wish to explore the possibility of entering into certain business transactions (the "Transactions") and wish to afford themselves certain protections regarding confidential information; and

WHEREAS, the Parties desire to establish terms governing the confidentiality of certain information that one (1) Party and/or its Affiliates ("Owner") may disclose to the other Party and/or its Affiliates ("Recipient").

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.**

1. 1. "Affiliate" means any person or entity controlling, controlled by or under common control with a Party.

1. 2. "Confidential Information" means any and all confidential or proprietary knowledge, data or information of Owner. By way of illustration but not limitation, "Confidential Information" includes (i) technical and non-technical information, patents, copyrights, trade secrets, inventions, mask works, software programs, software source documents, ideas, processes, formulas, source and object codes, data, programs, algorithms, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; and (ii) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers. For purposes of this Agreement, the term "Confidential Information" shall not include any information of Owner that: (A) is already known to Recipient at the time of its disclosure; (B) becomes publicly known through no wrongful act of Recipient; (C) is received from a third party free to disclose it to Recipient and without any obligations to Owner to keep confidential; (D) is independently developed by Recipient; or (E) is communicated to a third party with express written consent of Owner; provided, however, that, in each

instance, Recipient shall bear the burden of proving that any such information of Owner is not Confidential Information.

1. 3. "Control" (including "controlling", "controlled by" and "under common control with"), as used with respect to any entity, means the possession, directly or indirectly, of (i) fifty percent (50%) or more of its ownership interests, or (ii) the power to direct or cause the direction of the management and policy of a particular entity, whether through the ownership of voting securities, resellership interests, by contract or otherwise.

1. 4. "Third Party Information" means any confidential or proprietary information received by Owner from one (1) or more third parties, subject to a duty on Owner's part to maintain the confidentiality of such information.

2. Treatment of Confidential Information.

2. 1. Recipient shall hold all Confidential Information it receives from Owner in strict confidence and shall not disclose any Confidential Information to any person or entity except to (a) employees, contractors, accountants or counsel of Recipient who have a need to know and who have been informed of the confidential nature of the information, and (b) employees, contractors, accountants and counsel of Owner, who have a need to know and who have been informed of the confidential nature of the information. Recipient shall use not less than the same degree of care to avoid disclosure of such Confidential Information as Recipient uses for its own confidential information of like importance, but in no event less than a reasonable degree of care.

2. 2. Notwithstanding the foregoing, Recipient's disclosure of Confidential Information shall not be prohibited if such disclosure is required by a valid and existing order of a court of competent jurisdiction or other governmental body or agency within the United States; provided, however, that, Recipient shall have first given prompt notice to Owner of any possible or prospective order and Owner shall have been afforded a reasonable opportunity to prevent or limit such disclosure (the "Recipient Notice Requirement"); provided, further, that the Recipient Notice Requirement shall not apply to proceedings which, by applicable law, are of a nature that the existence of such proceedings may not be disclosed or made public. In the event that Recipient discloses any Confidential Information pursuant to the immediately preceding sentence, Recipient shall reasonably cooperate with Owner, at Owner's sole cost and expense, in the prosecution of any appeal Owner requests Recipient to pursue. Except as otherwise provided herein, Recipient shall not disclose, disseminate or distribute any of Owner's Confidential Information to any third party without Owner's prior written consent.

2. 3. Recipient shall hold all Third Party Information in strict confidence and shall not disclose any Third Party Information to any person or entity except to (a) employees, contractors, accountants or counsel of Recipient who have a need to know and

who have agreed to be bound by Recipient's obligations under this Agreement, and (b) employees, contractors, accountants and counsel of Owner, who have a need to know and who have been informed of the confidential nature of the information.

2. 4. Recipient hereby agrees, consents and acknowledges that it shall not use any Confidential Information or Third Party Information, other than in connection with, and in furtherance of, the Transactions, without first obtaining Owner's prior written consent.

3. **Ownership and Return of Confidential Information.** All Confidential Information, unless otherwise specified in writing, including information incorporated in computer software or held in electronic storage media, shall be and remain the property of Owner, shall be used by Recipient only for the purpose intended, and such Confidential Information, including all copies thereof, shall be returned to Owner or destroyed, at Owner's option, upon the earliest to occur of: (a) Recipient or Owner has decided not to pursue a business relationship or Transaction with the other; (b) Recipient's need for such Confidential Information has expired; or (c) Owner's written request. Recipient shall promptly provide a written certification to Owner that all Confidential Information has been returned or destroyed. The rights and obligations of the Parties under this Agreement shall survive any such return of Confidential Information.

4. **No Publicity or Use of Marks.** Neither Party shall in any way or in any form disclose, publicize or advertise in any manner the discussions that gave rise to this Agreement or the discussions or negotiations covered by this Agreement without the prior written consent of the other Party. Other than as expressly specified herein, Owner grants no license to Recipient under any copyrights, patents, trademarks, trade secrets or other proprietary rights to use or reproduce Owner's Confidential Information. In the event that Owner's Confidential Information is or becomes the subject of a patent application, patent, copyright or other proprietary right, Recipient agrees and understands that Owner will have all the rights and remedies available to it under the law as a result of said patent application, patent, copyright or other proprietary right.

5. **No Liability.** Owner shall not be liable or responsible for errors or omissions in, or any business decisions made by Recipient in reliance on, any Confidential Information disclosed hereunder. Owner does not make or give any representation, warranty or promise as to the accuracy, completeness or utility of such Confidential Information nor that the use of such Confidential Information will not infringe the rights of any third party. Furthermore, Owner does not accept responsibility for any loss, damage, liability or expense which Recipient, or any person connected with Recipient, may suffer or incur through use of or reliance upon any such Confidential Information. All terms, conditions, warranties, and representations with respect to the accuracy, completeness or utility of any Confidential Information, or that the use of any Confidential Information will not infringe the rights of any third party which might otherwise be implied, by statute or otherwise, are

hereby excluded, and the scope of the Parties' obligations, if any, with respect to all such matters shall be as set forth in such substantive agreement(s) as may be executed and delivered by the Parties.

6. **Injunctive Relief.** The Parties agree that a breach of this Agreement would result in irreparable injury to Owner for which a remedy in damages would be inadequate and that in the event of such breach or threatened breach, Owner shall be entitled to seek injunctive relief, in addition to remedies otherwise available at law or in equity. Recipient shall not posit, as a defense to any proceeding for such specific performance or injunctive relief, that Owner has an adequate remedy at law.

7. **Relationship of the Parties.** Each Party hereto shall conduct itself under this Agreement as an independent contractor and not as an agent, RESELLER, joint venturer or employee of the other Party, and shall not bind or attempt to bind the other Party to any contract. Nothing contained in this Agreement shall be deemed to form a resellership or joint venture between the Parties. Subject to the terms and conditions of this Agreement, each Party shall, at its sole discretion, choose the means to be used and the manner of carrying out its obligations hereunder.

8. **Assignment.** Neither Party may assign, transfer, license, or otherwise transfer this Agreement or its rights, duties or other interests hereunder (collectively, "Assignment"), without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. A material change in ownership or Control of a Party shall also be deemed an Assignment hereunder. Notwithstanding the foregoing, either Party may assign, transfer, license, or otherwise transfer this Agreement or its rights, duties or other interests hereunder to an Affiliate; provided, however, that RAS may, in its sole discretion, withhold its consent to any assignment by RESELLER to any Affiliate, successor in interest (by way of a merger, sale of assets, sale of stock, joint venture, resellership, other business combination or any other means) or unaffiliated third party, if such Affiliate, successor in interest or unaffiliated third party is or reasonably could become a competitor to RAS. Nevertheless, no assignment, transfer or license of any duties hereunder shall release Recipient from any of its obligations under this Agreement unless Owner in its sole discretion consents in writing to such release.

9. **Notices.** All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed effectively given and received upon delivery in person, or one (1) business day after delivery by a nationally recognized overnight courier service (if sent by overnight or priority delivery) or by telecopier transmission with acknowledgment of transmission receipt, or five (5) business days after deposit via certified or registered U.S. mail, return receipt requested, in each case addressed to the Party at the address and number set forth on the signature page hereto. A Party may change its address by giving the other Party notice thereof in conformity with this section.

10. **Binding Effect; Amendment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. This Agreement may not be amended except by an instrument in writing, executed by the Parties.
11. **Merger.** This Agreement supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities and covenants and all inducements to the making of this Agreement relied upon by either Party herein, whether written or oral, and embodies the Parties' complete and entire agreement with respect to the subject matter hereof. No statement or agreement, oral or written, made before the execution of this Agreement shall vary or modify the written terms hereof in any way whatsoever. No custom, industry standard or course of dealing between the Parties shall in any way vary or alter the terms and conditions of this Agreement.
12. **Interpretation; Effects of Headings; Construction.** The word "including" when used herein is not intended to be exclusive and means "including, without limitation". References herein to an article, section, subsection, clause, schedule or exhibit shall refer to the appropriate article, section, subsection, clause, schedule or exhibit in or to this Agreement. The article and section headings used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement shall be construed in accordance with its fair meaning and not for or against either Party on account of which Party drafted this Agreement.
13. **Third Party Beneficiaries/Parties in Interest.** This Agreement has been made and is made solely for the benefits of the Parties, and their respective heirs, successors and permitted assigns. Nothing in this Agreement is intended to confer any rights and/or remedies under or by reason of this Agreement on any third party.
14. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.
15. **Representation of Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been authorized by any necessary action and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

16. **Further Assurances.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

17. **Strict Compliance; Waiver.** No failure of a Party to exercise any right or to insist upon strict compliance by the other Party with any obligation and no custom or practice of the Parties at variance with this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one (1) Party of any particular default by the other Party shall not affect or impair a Party's rights in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one (1) and the same agreement.

19. **No Offer.** Unless expressly stated to the contrary, each Party acknowledges that the disclosure of Confidential Information to it by the other shall not constitute an offer by the other nor form the basis of any future contract.

20. **Governing Law; Attorneys Fees.** This Agreement shall be governed by and construed and enforced in accordance with the law of the Commonwealth of Virginia, without regard to such jurisdiction's conflict of laws provisions. Any action to enforce or interpret the terms of this Agreement shall exclusively be instituted and maintained in the Commonwealth of Virginia. Each Party hereby consents to the exclusive jurisdiction of any state or federal court sitting in the Commonwealth of Virginia and waives any objection to such jurisdiction. In any action or proceeding arising out of this Agreement, the Party prevailing in such action shall be entitled to recover its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties have executed this Confidentiality and Non-Disclosure Agreement as of the date first above written.

"RAS"

Raysat Antenna Systems, LLC..

By: _____

Name: ILAN KAPLAN

Title: EVP

Address: 8460D Tyco Rd., Vienna, VA, 22203

Fax: (703) 584.3770

"RESELLER"

P&L International, Inc.

By: _____

Name: Paul Pazzaglini

Title: President

Address: 1017 Baron Rd., Waxhaw, NC 18173

Fax: 704 843-0573

EXHIBIT C

RAS LIST OF PRICES AND DISCOUNTS TABLE

Equipment:

Products	Unit Price	Comments
StealthRay 5000	\$45,000	<ul style="list-style-type: none"> ▪ Antenna supports external BUC configuration ▪ Excludes BUC
StealthRay 2000	\$40,000	
Optional BUC*	\$18,000	40 Watt BUC

All antennas above

- Include the ACU (Antenna Controller Unit) and first year warranty and software license
- Exclude VSAT/ SCPC modem and any networking equipment

Services:

Extended warranty (beginning second year)	\$5,000 per antenna/per year	Includes phone support, software updates, and extended maintenance warranty
Reseller Training Program	\$5,000	RAS certification training program for up to 5 people
Integration and installation technical support	\$1,500/day	Excluding travel expenses

Reseller Discount Table (* no discount on BUC option):

Reseller Discount Level	Business Volume	Discount
Silver	Up to \$0.5M	10%
Gold	Up to \$1.0M	20%
Platinum	Above \$2.0M	30%