

Terms of Website Use

Effective as of February 22, 2010.

THIS AGREEMENT CONTAINS THE TERMS UNDER WHICH YOU MAY USE THE CAPROCK.COM WEBSITE. BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS JUST AS IF YOU HAD SIGNED THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DISCONTINUE YOUR USE OF THIS SITE.

1. Ownership; Modification to this Agreement

This website (the "Site") is owned and operated by IWL Communications, Incorporated d/b/a CapRock Communications ("CapRock"), and your use of this Site is governed by these Terms of Use ("Agreement"). CapRock reserves the right to modify this Agreement (e.g., by adding or deleting terms, or by changing or modifying existing terms), including without limitation, the privacy policy, at any time without further notice. Such modifications will be effective upon posting on this Site, and your subsequent use of the Site will constitute your acceptance of the modifications. This Agreement applies solely to your access to and use of this Site and does not change or modify in any way any terms or conditions of any other agreement that you may have with CapRock, its parent, subsidiaries or affiliates (each a "CapRock Company," and collectively, the "CapRock Companies").

2. Use of Site

Subject to the terms of this Agreement, CapRock grants you a non-exclusive, non-transferable, limited right to access, use and display this Site and the materials contained on this Site for your personal use only. All right, title and interest to all material on the Site, including without limitation, all informational text, data, photographs, illustrations, artwork, software, music, sound, graphics (including the Site's "look and feel," layout and color scheme), designs, audio, video, messages, files, documents, images or other materials (collectively, the "Content"), as well as all derivative works, is the property of a CapRock Company or other parties that have licensed their material to a CapRock Company, and is protected by copyright, trademark and other intellectual property laws. All trademarks, service marks, logos and trade names used on this Site (collectively, the "Marks") are the registered or unregistered Marks of CapRock or the respective owners of each such Mark. Any copying, reproduction, uploading, republishing, posting, retransmission, distribution, sale, transfer or other use or exploitation of the Site, or any Mark or Content in any way, including by E-mail and electronic means, without the prior written consent of CapRock and the respective owner(s) of such Mark or Content, is strictly prohibited and may infringe upon CapRock's or such other owner's intellectual property rights. Any use of the Content on any web site or networked computer environment could constitute a violation of the copyright, trademark and other proprietary rights in the Content and is expressly prohibited. Users are further prohibited from using any Mark for any purpose including, but not limited to, use as metatags on other pages or sites on the World Wide Web without the written permission of CapRock or such third party which may own the Mark. Nothing contained in this Agreement or on this Site shall be construed as granting, by implication, estoppel or otherwise, any license or right to any Content or Mark, and you agree that you do not acquire any

ownership interest by downloading the Content or any Marks. Request for permission to reproduce any such information should be addressed to the CapRock Webmaster at webmaster@cprk.com. The CapRock logo, CapRock Communications®, VSATXPRESS®, IPxpress®, and Reliability to the Extreme® are registered trademarks of CapRock, as may be other words, names or symbols used on this site.

You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You also agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You are prohibited from posting or transmitting any unlawful, harmful, abusive, harassing, vulgar, obscene, hateful, threatening, libelous, defamatory, indecent, inflammatory, pornographic, profane, racially, ethnically or otherwise objectionable material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. In addition, you are prohibited from posting or transmitting any information which (a) infringes the rights of others or violates their privacy or publicity rights, (b) is protected by copyright, trademark or other proprietary right, unless with the express written permission of the owner of such right, (c) contains a virus, bug or other harmful item, (d) is used to unlawfully collude against another person in restraint of trade or competition, (e) is an advertisement or solicitation of any kind, (f) impersonates others, (g) offers unauthorized downloads of any copyrighted or private information, (h) includes messages by non-spokesperson employees of CapRock purporting to speak on behalf of CapRock or containing confidential information or expressing opinions concerning CapRock, or (i) includes personal information such as messages which state phone numbers, social security numbers, etc. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of this Site.

3. No Warranties

THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOU AGREE THAT YOUR ACCESS AND USE OF THIS SITE AND ANY SITE LINKED TO THIS SITE (A "LINKED SITE") IS AT YOUR OWN RISK. the CAPROCK companies do not make any warranties or representations of any kind regarding this site or any products or services provided on this site. each caprock company expressly disclaims any warranties or representations of any kind regarding this site or any products or services provided on this site, whether express or implied, including WITHOUT LIMITATION, (A) the implied warranties of TITLE, merchantability, quiet enjoyment, fitness for a particular purpose, security, RELIABILITY, ERROR-FREE AND UNINTERRUPTED USE and non-infringement, (b) warranties regarding the timeliness, accuracy, reliability or completeness of the information contained or referenced on this Site, and (c) warranties arising by statute or otherwise in law or from a course of dealing or usage of trade. the CAPROCK companies DO NOT WARRANT THAT THIS SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL CODES OR DEVICES.

4. Limitation of Liability for Use of the Site and Linked Sites

none of the CapRock companies, NOR any of their respective officers, directors, employees or agents, shall be liable in any manner whatsoever for any direct, indirect, punitive, special, incidental or consequential damages (including, without limitation, lost profits, cost of procuring substitute service, lost opportunity or lost data) arising out of or in connection with (A) the access, use, display, or inability to use this Site or any Linked Site, (B) any errors or omissions in the content of this site or any linked site, (C) any delay or interruption in the use of this site or a linked site, (D) any products or services obtained through this Site or a Linked Site, (E) ANY COMPUTER VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL CODES OR DEVICES TRANSMITTED THROUGH THIS SITE OR OTHERWISE, OR (F) THE failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operation errors, strikes or other labor problems or any force majeure, whether such damages are based on contract, tort, strict liability or otherwise, and even if a CapRock company has been advised of the possibility of such damages. This limitation of liability includes, but is not limited to, DAMAGES TO a user's COMPUTER HARDWARE, SOFTWARE OR OTHER equipment or property.

CapRock has used and will use reasonable efforts to include accurate and up-to-date information on its Site. However, the information on the Site or a Linked Site may include inaccuracies or typographical errors, and CapRock specifically disclaims any liability for such inaccuracies or errors, including any liability caused by a user's reliance on such inaccuracies or errors. You assume full responsibility for implementing sufficient procedures and safeguards to satisfy your requirements for the accuracy and suitability of the Site, Content and Marks, and for maintaining any means which you may require for the reconstruction of lost data. CapRock cannot and does not guarantee continuous, uninterrupted or secure access to the Site or a Linked Site. If this limitation of liability should fail in its essential purpose for any reason, such liability is and shall be limited to \$1,000.00, as limited damages and not as a penalty, even if a CapRock Company has been advised of the possibility of such damages. This liability shall be complete and exclusive. The provisions contained in this section shall survive termination of this Agreement.

5. Modifications to Information; Product Information

CapRock reserves the right to make changes in any way, at any time, and for any reason, without prior notice, to the Content, including information regarding materials, equipment, specifications, prices and/or availability. Material contained in this Site may pertain to products and services for certain markets only. CapRock does not manufacture any of the products described on this Site. Therefore, the product information on this Site should be read in conjunction with the applicable manufacturer's information for such products. Nevertheless, reference on this Site to any products, services, third party Marks, manufacturers or suppliers does not represent or imply an endorsement or recommendation by CapRock.

6. Linked Sites

Linked Sites are provided for convenience only. The CapRock Companies do not operate or control any information or services on any of the Linked Sites. Therefore, if you decide to access such Linked Sites

and/or provide any personal information to such Linked Sites, you do so entirely at your own risk. Linked Sites may contain terms of use and privacy provisions (including, confidentiality provisions, transmission of personal data provisions, and other provisions) that differ from those provided on this Site. CapRock encourages you to read and understand such terms of use and privacy policies of any Linked Site accessed by you. The CapRock Companies do not endorse or express any opinion regarding the content, terms of use or privacy policies of any Linked Sites, and each CapRock Company expressly disclaims any and all liability in connection with Linked Sites and the use thereof.

CapRock prohibits caching, unauthorized hypertext links to this Site and the framing of any Content available through the Site. CapRock reserves the right to disable any unauthorized links or frames. You may not link to this Site without the express written consent of CapRock. Request for permission to link to this Site should be addressed to the CapRock Webmaster at webmaster@cprk.com.

7. Privacy Policy

CapRock is committed to respecting the privacy of the visitors to our Site. We recognize the importance to you of maintaining an appropriate level of privacy and security for any personal information we collect from you through this Site. CapRock reserves the right to modify the terms of this privacy policy at any time and in our sole discretion. To further the protection of your personal information, CapRock has adopted the following set of information management guidelines:

Information Collection

When you visit and browse the Site, you do so anonymously. However, you may voluntarily supply us with personal information, including your e-mail address, for purposes such as correspondence or requesting our newsletter and the enabling of cookies.

In addition, should you choose to enable “cookies” CapRock may use cookies (or similar technology) to monitor customer traffic patterns and Site usage. Cookies are small pieces of information that are stored by your browser on your computer's hard drive. They enable us to provide you with more personal service. A cookie will not give us access to your computer or to any information including personally identifiable information other than what you voluntarily provide to us. CapRock may use the information collected through cookies to obtain personally identifiable information you have chosen to make available in other forums. This Site can only access the information from a cookie sent by this Site. We cannot access other cookies sent by other web sites or the information contained therein. We never give out information to others about individual usage. However, we may provide third parties with aggregate information about our users, such as “2,000 people viewed your ad today,” as more fully set forth below. While Linked Sites may also send cookies, we do not control such activities. CapRock is not responsible for the cookies policy of Linked Sites, and expressly disclaims any and all liability related to such policies. Most web browsers automatically accept cookies, but you can usually change your browser to prevent the storage of cookies if you would rather not store the information for future use.

Information Use

If you voluntarily elect to provide us with personally identifying information, such as by contacting us via email, we will maintain the confidentiality of such information, but (a) we may store and disclose your personal information as allowed or required by applicable law, including making disclosures that are necessary or advisable to protect the rights, safety or property of users of our Site, the public, or CapRock, or as necessary or advisable to conform to legal or regulatory requirements, and (b) you consent to the transmission of such personal or proprietary user information over international borders, including without limitation, from the European Union to the United States, as necessary for storing or processing in accordance with CapRock's standard business practices. We may provide your e-mail address to a third party marketing agency for use solely in connection with our marketing campaigns, including our newsletter. Except as otherwise described in this Agreement, personal information you provide on the Site will not be shared outside of the CapRock Companies without your permission. You should be aware that Linked Sites may contain transmission of personal data provisions that differ from the provisions herein. CapRock encourages you to read and understand the terms of the privacy policies for such Linked Sites. CapRock is not responsible for the privacy policies for any Linked Sites, and expressly disclaims any and all liability related to such provisions.

If you have requested our newsletter, or provided us with your e-mail address, we may upon occasion send you e-mails containing important information about CapRock, our products and services, critical updates and notifications, or e-mail offers relating to CapRock products and services (collectively, "CapRock E-Mail"). In order to send you CapRock E-mail, we may use information you have given us to, for example, provide a service, ensure proper billing, measure potential interest in our various services and inform you about the products and services. CapRock E-mail may be based on information you provided in your initial transaction with us, in surveys, from information that may indicate purchasing preferences, as well as information available from external sources such as census bureau data. CapRock E-mail will come exclusively from CapRock Companies. All CapRock E-mail is carefully developed to ensure that it meets our standards. Our goal is to target CapRock E-mail to customers and potential customers who we believe will find it of value. The lists used to send you CapRock E-Mail are developed and managed under strict conditions designed to safeguard the security and privacy of your personal information.

CapRock provides customers with an easy means to decline receiving CapRock E-mail. If you are currently receiving CapRock E-Mail and do not want to receive further CapRock E-Mail about our products and services, you may request to discontinue receiving these e-mails from us by simply replying to our HTML newsletter with "Unsubscribe" in the subject line or by clicking on the "Unsubscribe" link at the bottom of the newsletter. If, at a later date, you choose to have your name removed from our database, you can do so by sending an e-mail to CapRock at the following address: webmaster@cprk.com. Additionally, you may request to view the personal information collected about you through your use of the Site, by sending an e-mail to CapRock at the above-noted address.

By using this site, you consent to the collection and use of this information by CapRock. If we elect to change our privacy practices, we will post those changes on this page so that you are always kept informed of what data we collect, how we use it, and under what circumstances we disclose it. Please check this page for changes from time to time to make sure you are aware of our latest privacy practices.

Security

CapRock maintains reasonable safeguards to ensure the security, integrity and privacy of any personal information that you voluntarily provide. To the extent CapRock transfers any personal information to third-parties, CapRock will use reasonable efforts to assure that such third-parties to whom we transfer any personal information have knowledge of our privacy policy and provide sufficient protection of such personal information.

Children

CapRock does not knowingly solicit data from children or knowingly market to children. CapRock is concerned about the safety of children and their use of the Internet. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act of 1998, we do not knowingly request or solicit personally identifiable information from anyone under the age of 18 without prior verifiable parental consent. In the event that we receive actual knowledge that we have collected such personal information without the requisite and verifiable parental consent, we will delete that information from our database as quickly as is practical.

8. Indemnity

You agree to release, indemnify, defend and hold harmless each of the CapRock Companies, and each of their respective officers, directors, employees, agents, representatives, licensees, co-branders or other partners ("Indemnified Parties"), from and against any and all losses, claims, demands, suits, liabilities, fines, penalties, damages, costs and expenses (including reasonable attorney's fees and expenses), of whatever kind, character or nature brought by or on behalf of any person, arising from, relating to, or in connection with this Agreement or your access or use of the Site, the Content, Marks, the Linked Sites or other materials, even if caused, in whole or in part, by the joint, sole, or concurrent negligence, willful misconduct, strict liability or other fault, whether passive or active, of any person or entity, including any Indemnified Parties.

9. Violations of Terms of Use; Attorney's Fees

CapRock reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including the right to block access from a particular Internet address to the Site. If CapRock takes any action to enforce these provisions, CapRock will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorney's fees and costs, in addition to any other relief, at law or in equity, to which such parties may be entitled.

10. Laws and Regulations

User access to and use of the Site is subject to all applicable international, federal, state and local laws and regulations.

11. Arbitration; Governing Law

You agree that any controversy or claim arising out of or relating to this Agreement, your use of this Site or the products and services provided through this Site shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the English language. The laws of the State of Texas shall govern without regard to its conflicts of laws principles. The arbitration shall be conducted in Harris County, Texas, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The non-prevailing party shall bear the fees and expenses of the arbitrator and the arbitration. No actions or proceedings, including arbitration, arising from or relating to this Agreement, your access and use of this Site, or the Content or Marks may be instituted by you more than two (2) years from the date upon which such claim or cause arose or was accrued.

12. Injunctive Relief

You acknowledge that a violation or attempted violation of this Agreement will cause such damage to CapRock as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that CapRock shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction in Harris County, Texas, restraining such violation or attempted violation of this Agreement by you, or your affiliates, partners, or agents, to protect the rights or property of CapRock pending completion of arbitration. You agree that no bond or other security shall be required in connection with such injunction.

13. Access to Password Protected/Secure Areas

Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

14. Miscellaneous

This Agreement constitutes the entire agreement of the parties with respect to the subject matter, and supersedes all prior agreements and understandings between the parties, whether oral or written, regarding such subject matter. Whenever possible, each provision of this Agreement shall be interpreted as to be effective and valid under applicable law. However, if any provision of this Agreement is determined to be prohibited or invalid under applicable law by a court of competent jurisdiction, such

provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision will be replaced by a mutually acceptable provision which comes closest to the intention of the parties at the time the original provision was agreed upon. No waiver by either party of a breach or default shall operate or be construed as a waiver of any other or subsequent breach or default, and no failure or delay in exercising any right, remedy or power under this Agreement will operate as a waiver of any other right, remedy or power. The headings used in this Agreement are included for convenience only and will not limit or otherwise affect this Agreement.