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1. DEFINITIONS

- (a) "Buyer" means the entity or person that contracts with Seller under this Contract.
- (b) "Seller" or "SS/L" means Space Systems/Loral, Inc.
- (c) "Electronic Equipment" or "Equipment" means any electronic equipment or devices, including, but not limited to, computer monitors and other equipment containing cathode ray tubes, computing processing units (CPUs), keyboards, printers, facsimile machines and video cassette recorders, which is/are procured by Buyer hereunder.

2. NO WARRANTY

Buyer hereby agrees to purchase certain Equipment from Seller, which although in operable condition, is no longer of any use to Seller. Buyer acknowledges and agrees that Seller is not providing any warranty of any kind for such Equipment (including with respect to the performance thereof), and that Seller shall not be responsible for any defects or

failures in the Equipment which may arise or be discovered subsequent to the purchase of said Equipment by Buyer hereunder. Accordingly, Buyer shall have no recourse against Seller with respect to the Equipment or the performance thereof.

3. OPERATION, USE AND DISPOSAL OF EQUIPMENT

Buyer hereby warrants and represents as follows:

- (a) Buyer has inspected the Equipment subject to this Contract and has determined such Equipment to be in a condition that would allow Buyer to use and operate it in a manner consistent with its original intended purpose. As such, Buyer, or its agents, servants and employees, intends to and will reuse the Equipment in a manner consistent with its original intended purpose;
- (b) If said Equipment is unable to be operated or used for its intended purpose by Buyer at any time after purchase, then Buyer shall ensure that said Equipment is recycled and/or reclaimed as required under the Federal Resources Conservation and Recovery Act (RCRA) and under Title 22 of the California Code of

Regulations (CCR), including sections 66273.1-66273.9 thereof; and

- (c) Buyer, and its agents, servants and employees, shall comply with all applicable Federal, State and local laws and regulations pertaining to the proper recycling and/or reclamation of the Equipment upon the end of its useful life or at which time the Equipment can no longer be used in a manner consistent with its original intended purpose.

4. PAYMENT

The Buyer agrees to pay for the Equipment in accordance with the prices quoted in his bid or as otherwise agreed in writing by the Buyer and Seller. Payment of the full purchase price for all Equipment procured hereunder must be received by Seller prior to delivery of any of the Equipment. The balance of the purchase price, after applying the total bid deposit made by the Buyer under the Invitation (or otherwise the full purchase price), shall be paid to the Seller in cash, or by certified check, cashier's check, traveler's check, bank draft, or postal or express money order.

5. TITLE

Title to all Equipment will pass from SS/L and vest in Buyer upon the delivery of the Equipment to Buyer. Furthermore, Buyer shall be deemed the generator of any hazardous or non-hazardous waste generated incident to, or as a result of, Buyer's storage, handling, use, processing, recycling, reclaiming or disposing of the Equipment procured hereunder. As between the parties hereto, Buyer shall be solely responsible for the ultimate disposition of any such waste.

6. DELIVERY AND REMOVAL OF PROPERTY

Delivery of the Equipment shall be made by making the Equipment available at the Seller-designated location on the date specified by Seller. Buyer shall promptly remove such Equipment at Buyer's expense, but in any event within three (3) calendar days after the delivery date specified by Seller. Buyer shall reimburse Seller for any damage to person or property caused by the removal operations of Buyer. If Buyer is permitted by Seller to remove the property after the expiration of the period prescribed or allowed for removal, without limiting any other rights that Seller may have, Buyer shall pay to Seller a reasonable storage charge for the period until the actual date of removal. If Buyer is permitted by Seller to remove property in Seller's reusable containers, such containers shall be returned to SS/L within five (5) working days after removal in as good a condition as when received. Buyer shall pay to Seller the cost of replacement of said containers in the event Buyer fails to promptly return said containers or in the event of any loss or damage thereto.

7. DEFAULT

If the Buyer fails to make full payment for the Equipment, to remove all Equipment as required herein, or to comply with any other terms and conditions hereof, without derogating from any of Seller's other rights and remedies under this Contract or the law, Seller shall have the right to sell or otherwise dispose of any or all such Equipment and Buyer shall reimburse Seller for all damages, liabilities, losses and expenses incurred by Seller in connection therewith. Seller may apply the bid deposit against any such damages, liabilities, losses and expenses, when the Request for Bid/Invitation requires a bid deposit.

8. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT

When property is sold on a "unit price" basis, Seller reserves the right to vary the quantity or weight delivered by ten percent (10%) from the quantity or weight listed in the Invitation and Buyer agrees to accept delivery of any quantity or weight within these limits. The purchase price will be adjusted upward or downward in accordance with the unit price on the basis of the quantity or weight actually delivered. No adjustment for variation will be made where property is sold on a "price for the lot" basis.

9. WEIGHING

Where weighing is necessary to determine the exact purchase price hereunder, Buyer shall arrange for (with Seller's prior approval) and pay all expenses of weighing material. All switching charges shall be paid by Buyer. When removal is by truck, weighing shall be under the supervision of Seller and at its option on: (a) Seller's scales, (b)

certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes. In all cases, Seller approved weighing shall establish the exact purchase price for the Equipment.

10. RISK OF LOSS

All risk of loss, damage, or destruction from any cause whatsoever to the Equipment shall pass to Buyer upon the date of delivery therefor as specified by Seller.

11. LIMITATION OF SELLER'S LIABILITY

Notwithstanding anything to the contrary in this Contract or the law, and subject to clause 14 herein, the Seller's maximum liability (which in any case must be reduced to a judgment to establish such liability) shall not exceed in any event the amount actually received by Seller from the Buyer for the purchase of the Equipment hereunder.

12. STATEMENTS AND MODIFICATION

This Contract may be modified only in a writing signed by the authorized representatives of both the Buyer and Seller. Any oral statement or representation by any representative of Seller changing or supplementing this Contract or any condition thereof is unauthorized and of no effect, and shall confer no right upon Buyer.

13. ASSIGNMENT

Buyer may not assign this Contract, including all its rights and obligations hereunder to any third party, including an affiliate of Buyer, without prior written consent of SS/L. Such consent shall not relieve Buyer of its obligations under this Contract. Any assignment not made in accordance with this article shall be void.

14. RESPONSIBILITY AND INDEMNIFICATION

(a) Buyer, (including its agents, servants and employees) hereby assumes all responsibility for any and all defects in or hazards associated with the Equipment, and Buyer shall assume all liability for damages to property wherever located or, for personal injuries, death or disabilities to Buyer or its agents, servants, and employees or to any other person, arising from or incident to the purchase, use, operation, repair, recycling, reclamation or disposal of the Equipment purchased by Buyer hereunder.

(b) Buyer agrees to indemnify, defend and hold SS/L harmless from and against any and all liabilities, claims, costs, losses, damages, and other expenses that SS/L may incur, become responsible for, or pay out as a result of or in connection with death of or bodily injury to any person, damage to any property, contamination of or adverse effects on the environment, or any violation of applicable laws or regulations, in connection with or arising out of any and all acts or omissions of Buyer, its agents, servants, or employees under or in connection with this Contract or the Equipment purchased hereby, including but not limited to the Buyer's breach of any provision, warranty, or representation contained herein.

15. SAFETY, SECURITY AND FIRE DIRECTIVES

Buyer shall be subject to and comply with all directives and other instructions issued by SS/L regarding safety, security, and fire prevention while on the premises of SS/L.

16. TAXES

Buyer agrees to pay in full the amount of any Federal, State or local taxes, fees, levies and duties that may apply to or become due in connection with the sale/purchase of the Equipment.

17. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law rules. The obligations, warranties and representations of Buyer set forth in this Contract shall survive indefinitely any termination, suspension or completion hereof, and shall be binding on Buyer and its respective heirs, successors and assignees (approved in advance by Seller) in accordance with the laws of the State of California.

18. SAVINGS CLAUSE

If any provision of this Contract is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Contract. This Contract will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. DISPUTES

Any and all disputes between the parties hereto under or related to this Contract shall be resolved by a court of competent jurisdiction in Santa Clara County, State of California. The parties hereto agree to submit to the personal jurisdiction of such court.

20. NOTICE

Any notices required or provided under this Contract shall be in writing and shall be sent by certified mail to Buyer or Seller at their office, addresses set forth below, to the attention of the respective authorized representative:

Buyer: _____

Authorized Representative: _____

Street Address: _____

City: _____, State: _____, Zip: _____

Seller: Space Systems/Loral
 3825 Fabian Way
 Palo Alto, CA 94303

Authorized Representative: _____

Notice shall be deemed given upon the receipt thereof.

21. WAIVER

Failure of either party at any time to enforce any of the provisions of this Contract shall not per se constitute a waiver by that party of any such provision nor in any way affect the right of such party to enforce such provision at any other or subsequent time.

22. HEADINGS

The headings used in this Contract are for convenience only, and shall not be used in or affect the interpretation of this Contract.

23. ENTIRE AGREEMENT

This Contract constitutes the entire and complete understanding and agreement between the parties and cancels and supersedes all prior negotiations, representations, understandings, and agreements (both oral and written). This Contract may be amended only in a writing, signed by both parties.

SPACE SYSTEMS/LORAL, INC

By: _____

Name: _____

Title: _____

Date: _____

Buyer

By: _____

Name: _____

Title: _____

Date: _____