

TERMS AND CONDITIONS

The terms of this agreement (the "Agreement") apply when we provide advertising services in Bluesky's Yellow Pages. We have used "Bluesky", "we", "us" or "our" with reference to AST Telecom LLC d/b/a Bluesky Communications; "you" or "yours" with reference to you as our advertising customer; "advertisement" for your listing/advertisement in our Yellow Pages; "reverse" for the reverse side of this Agreement and "Yellow Pages" for our printed and digital directories.

PURCHASE OF ADVERTISING SERVICES - We agree to sell to you, and you agree to purchase, advertisement in the Yellow Pages as described on the reverse for the indicated amount, paid via lump sum or monthly installments. We will publish the advertisement in the 2014 edition of the Yellow Pages.

ADVERTISING MATERIAL – You will provide us with material to be reproduced in the advertisement, including any graphics. You acknowledge that the quality of the reproduction in the advertisement is determined by the quality of the material provided. You will ensure that the material you provide to us is complete and accurate and meets any other quality or procedural requirements we may notify you about from time to time. You warrant that any material in digital form provided by you is free of worms, viruses and other disabling devices. We will not take any responsibility for the completeness or accuracy of the material you provide to us, or any statements or representations made by you in your advertisement.

ONLINE ADVERTISING – You acknowledge that the Yellow Pages may be produced in online format. Your online advertising material may be accessed by end-users via different technologies and devices. The presentation and appearance of your online advertising may be affected by factors including the underlying technology and functionality of devices used to access the online advertising. We do not guarantee how your online advertising will be presented to end-users or that all features of your advertising will be accessible by end-users via all sites, services, applications and devices.

CHANGES TO THIS AGREEMENT – You acknowledge that we may, from time to time, unilaterally modify this Agreement if such modifications do not substantially affect your rights and obligations. You are bound by any such modifications from the date you receive the notice of same. The current version of this Agreement can be obtained by calling 1-684-699-2759 or can be accessed online at www.bluesky.as/directoryterms

OUR TRADEMARKS – You acknowledge that you are not authorized to use our name or any of our trademarks without our prior written consent. You also acknowledge that we own the intellectual property rights related to the advertisement appearing in our printed and digital directories, and you agree not to reproduce the advertisement without our prior written consent.

LENGTH OF AGREEMENT AND AUTOMATIC RENEWAL – At the end of the initial term identified on the reverse, this Agreement will be automatically renewed for consecutive subsequent periods (each a "renewal period"). Each renewal period is equal in length to the initial term. **You must give us written notice of non-renewal at least 3 months before the end of the initial term or any renewal period, otherwise, automatic renewal will occur.** You acknowledge that we may change the date of closing or publication of future editions of the Yellow Pages. The initial term or renewal period is typically 12

months but may be reduced or increased at our sole discretion. If this occurs, the corresponding monthly or lump sum fee will be reduced or increased proportionally to the reduction or increase in the initial term or the renewal period.

INCREASE OF FEES – In accordance with our standard practices we may, on an annual basis, increase the monthly or lump sum fee due under this Agreement. You will be notified of such increase, and if you do not give us written notice of non-renewal before the deadline we provide, you agree to pay us the increased fee as part of your automatic renewal.

PAYMENT OF FEES – You undertake to pay the monthly or lump sum fee due under this Agreement upon receipt of our invoice (which may be included in your telephone account). We may charge you interest at a rate of 1% per month on accounts which remain unpaid after the payment due date. If you fail to pay any amount due under this Agreement, we may terminate this Agreement and refuse to publish or offer the advertisement without notice to you. You agree to pay attorneys' fees and other costs we incur to collect unpaid amounts under this Agreement.

YOUR WARRANTIES – You represent and warrant that you are of legal age (18 years and over) and of legal competence to enter into this Agreement. If acting on behalf of a third party, you warrant that you are an authorized representative of that third party and consent to this Agreement on their behalf. You further warrant that: (a) we are authorized to publish the advertisement under the classification heading indicated on the reverse and the advertisement does not violate any law or cause controversy that may be challenged by law; (b) that you hold all permits, licenses or rights (including intellectual property rights) that may be necessary for your use of the advertisement; and (c) that your use of the advertisement does not violate any provision of any law.

LIABILITY AND INDEMNITY – Our liability arising from any error or omission caused by us in the provision of the advertising services shall be limited to the amount of one monthly payment (or equivalent to 1/12 of annual lump sum payment) for those services. All other liability is excluded to the fullest extent permitted by law. You agree to indemnify us with respect to any claim or demand made or action commenced by any person against us or for which we are liable in connection with any loss or damage suffered in connection with this Agreement or the subject matter of this Agreement.

APPLICABLE LAW AND SEVERABILITY – This Agreement is governed and construed in accordance with the laws of American Samoa. Any action or proceeding arising under or relating to this Agreement shall be filed exclusively in the courts of American Samoa. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute our waiver of that right or provision. This Agreement constitutes the entire agreement between you and Bluesky regarding this subject matter and supersedes all other communications regarding the same. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of the remaining provisions.

ASSIGNMENT - We may assign our rights and duties under this Agreement to any party at any time without notice to you. Your rights and duties under this Agreement are not assignable without first obtaining our written consent.