

EXHIBIT H

Shared Services Agreement

SERVICES AGREEMENT

This Services Agreement (together with all Schedules hereto, this “Agreement”) is dated January [●], 2015 (the “Effective Date”), by and between UniTek Services Company LLC, a Delaware limited liability company (“USC”), and DirectSAT USA, LLC, a limited liability company organized under the laws of Delaware (the “Service Recipient”, and together with USC, the “Parties,” and each, a “Party”).

PRELIMINARY STATEMENTS

A. The Parties are direct or indirect wholly-owned subsidiaries of UniTek Global Services, Inc., a corporation organized under the laws of Delaware (“UGS”).

B. UGS and certain of its direct and indirect subsidiaries and affiliates entered into that certain Joint Prepackaged Plan of Reorganization of UniTek Global Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, dated as of October 21, 2014 (as amended, supplemented and modified from time to time, the “Plan”).

C. Reference is made to that certain Credit and Security Agreement (the “Credit Agreement”), dated as of the date hereof, by and among UGS, certain of its direct and indirect subsidiaries and affiliates (including the Service Recipient) and the Lenders (as defined therein).

D. Pursuant to the terms of the Credit Agreement and the Plan, USC was organized to perform certain services for the Service Recipient, FTS USA, LLC, WireComm Systems (2008) Inc. and Pinnacle Wireless USA, Inc. (each a “Member,” and collectively, the “UniTek Group”) through separate Service Agreements, each dated as of the date hereof, between USC and each Member (collectively, the “Shared Services Agreements”).

E. Prior to the Effective Date, the Service Recipient and the other members of the UniTek Group have transferred to USC certain employees, licenses, leases and other service-related agreements involving services, property or assets utilized by more than one Member, and shall continue to effect other such transfers as promptly as reasonably practicable following the Effective Date.

F. The Parties desire to enter into this Agreement pursuant to which (i) USC will provide certain services to the Service Recipient for an indefinite period (except that with respect to certain services, the period for which such service is to be provided is set forth herein) and (ii) the Service Recipient will pay for the specific services provided by USC at their Fully Burdened Cost.

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINED TERMS; USAGE

1.1 DEFINED TERMS

For the purposes of this Agreement, the following terms and variations on them have the meanings specified in this Section 1.1:

“Additional Service” is defined in Section 2.1(c).

“Affiliates” means any Person that directly, or indirectly through one or more Persons, controls, is controlled by, or is under common control with, the Person specified or, directly or indirectly, is related to or otherwise associated with any such Person; provided, however, in the case of (a) USC, “Affiliates” excludes UGS and its direct and indirect subsidiaries, and (b) Service Recipient, “Affiliates” excludes USC.

“Agreement” is defined in the preamble.

“Business Day” means any day other than a day, which is Saturday or Sunday, or other day on which commercial banks in New York City, New York are authorized or required to be closed.

“Change” is defined in Section 2.1(c)(i).

“Change Request” is defined in Section 2.1(c)(i).

“Confidential Information” is defined in Section 4.3(b).

“Disclosing Party” is defined in Section 4.3(a).

“Due Date” is defined in Section 3.2(b).

“Effective Date” is defined in the preamble.

“Facility” is defined in the Preliminary Statements.

“Fee True Up” is defined in Section 3.1(b).

“Force Majeure Event” means any event that hinders, limits or prevents the performance by a Party of its obligations hereunder or makes such performance commercially impracticable or impossible and that is beyond the reasonable control of such Party, including death, disability, fire, explosion, action of the natural elements, riot, war, acts of terrorism, equipment failure, shortages or unavailability of transportation or raw materials, changes in laws or regulations, orders or decrees and similar events.

“Fully Burdened Cost” is defined in Schedule 1.1.

“Independent Manager” is defined in the LLC Agreement.

“Lenders” is defined in the Credit Agreement.

“LLC Agreement” means that certain Second Amended and Restated Operating Agreement of DirectSat USA, LLC, dated as of the date hereof, by and among DirectSat USA, LLC and the other parties thereto.

“Member” is defined in the Preliminary Statements.

“Nominated Representative” is defined in Section 7.1.

“Parties” or “Party” is defined in the preamble.

“Person” means an individual or an entity, including a corporation, share company, limited liability company, partnership, trust, association, governmental body or any other body with legal personality separate from its equity holders or members.

“Personnel” means the USC Personnel or the Service Recipient Personnel, as the context requires.

“Plan” is defined in the Preliminary Statements.

“Recalculated Fees” is defined in Section 3.1(b).

“Receiving Party” is defined in Section 4.3(a).

“Receiving Party Personnel” is defined in Section 4.3(d).

“Reimbursement” is defined in Section 3.1(b).

“Schedules” means the schedules hereto.

“Service Modification” is defined in Section 2.1(c).

“Service Recipient” is defined in the preamble.

“Service Recipient Personnel” means any employees, agents or other personnel of the Service Recipient that perform work in connection with any Services.

“Services” is defined in Section 2.1(a)(i).

“Services Fee” is defined in Section 3.1(a).

“Shared Services Agreements” is defined in the Preliminary Statements.

“Term” is defined in Section 5.1.

“Third Party Service Provider” means any third Party subcontractor of USC who provides Services hereunder.

“Transition Plan” is defined in Section 2.1(a)(ii).

“Unallocated Overhead” is defined in Schedule 3.1(a).

“UniTek Group” is defined in the Preliminary Statements.

“UGS” is defined in the Preliminary Statements.

“USC” is defined in the preamble.

“USC Personnel” means any employees, agents or other personnel of USC that perform work in connection with any Services.

1.2 USAGE; GENERAL RULES OF CONSTRUCTION

Any reference in this Agreement to an “Article,” “Section” or “Schedule” refers to the corresponding Article, Section or Schedule of or to this Agreement, unless the context indicates otherwise. The headings of Articles and Sections are provided for convenience only and will not affect the construction or interpretation of this Agreement. All words used in this Agreement should be construed to be of such gender or number as the circumstances require. The terms “include” and “including”

indicate examples of a foregoing general statement and not a limitation on that general statement. “Herein”, “hereof” and “hereto” are references to this Agreement. Any definition of or reference to any law, agreement, instrument or other document herein will be construed as referring to such law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified. Any definition of or reference to any statute will be construed as referring also to any rules and regulations promulgated thereunder. Any reference to a Party refers to such Party and its successors and permitted assigns.

ARTICLE 2 SERVICES

2.1 SERVICES

(a) Provision of Services.

(i) During the Term and subject to Section 2.1(a)(ii), USC will provide the Service Recipient each of the services set forth on Schedule 2.1(a)(i) (each a “Service” and collectively, the “Services”). For the avoidance of doubt, any tasks necessary to accomplish the Services, even if such tasks are not expressly set forth on Schedule 2.1(a)(i), shall be deemed to be part of the “Services” to be performed hereunder. If there is any inconsistency between the terms of the body of this Agreement and any Schedule, the terms of this Agreement will govern, unless the Schedule explicitly states that it is intended to supersede the body of this Agreement.

(ii) USC will provide the Services beginning on the Effective Date. If requested by Service Recipients, the Parties will develop, in consultation with UGS and the UniTek Group, a plan for the transition of specified Services to the Service Recipient (the “Transition Plan”). The Transition Plan will provide for the transition of Services to the Service Recipient within 90 days from written notice by Service Recipient to USC, and will include appropriate support mechanisms, training, and other services, as agreed to by the Parties. The planning and implementation of the Transition Plan will be considered a “Service” for the purposes of this Agreement, and will be invoiced and paid in accordance with Article 3. Upon implementation of a Transition Plan for any Service, USC shall no longer provide this Service.

(b) Standard of Care; Quantity. USC will deliver or cause to be delivered the Services that they are obligated to provide hereunder to the Service Recipient:

- (i) during normal business hours;
- (ii) in accordance with this Agreement and applicable law; and
- (iii) in a timely and workmanlike manner.

(c) Service Modifications and Additional Services. During the Term, the Parties may, in accordance with the procedures specified in this Section 2.1(c): (x) agree to modify the terms and conditions relating to the performance of or payment for a previously agreed-upon Service to reflect, among other things, new procedures, processes or other methods of providing such Service (a “Service Modification”), or (y) agree upon terms and conditions relating to the provision of services that are in addition to any of the previously agreed-upon Services (an “Additional Service”). For the avoidance of doubt, minor modifications that do not require a change to Schedule 2.1(a)(i) shall not be considered Service Modifications or Additional Services under this Section 2.1(c).

(i) Change Requests. If a Party desires a Service Modification or an Additional Service (in each case, a “Change”), the Party requesting the Change will deliver a written description of the proposed Change (a “Change Request”) as follows: (a) in the case of material Change Requests, promptly to the Independent Manager and the Lenders’ Nominated Representative; (b) in the case of a Change Request by USC, to the Service Recipient’s Nominated Representative; and (c) in the case of a Change Request by the Service Recipient, to USC’s Nominated Representative. In addition, each party will deliver to the Lenders’ Nominated Representative a summary of all nonmaterial Changes implemented pursuant to Section 2.1(c)(v) each quarter, to the extent such Changes resulted from Change Requests delivered by such Party.

(ii) Meeting of the Parties. Unless the Party receiving the Change Request agrees to implement the Change Request as proposed, the Nominated Representatives will meet in person or by telephone to discuss the Change Request no later than ten (10) Business Days after delivery of the Change Request to the other Party.

(iii) Approval of Service Recipient Change Requests. All Change Requests that are requested by the Service Recipient must be approved by USC’s Nominated Representative in writing before the Change may be implemented in accordance with Section 2.1(c)(v) below. Such consent will not be unreasonably withheld, conditioned or delayed. For the purposes of the preceding sentence, the Parties agree that it is not unreasonable for USC’s Nominated Representative to: (a) withhold such consent to the extent that such proposed Change would, alone or in the aggregate with other Changes, materially increase the resources expended by USC after giving effect to the Change Request, or (b) condition such consent on the Service Recipient agreeing to bear any increases in USC’s cost of performance resulting from such Change.

(iv) Approval of USC Change Requests. All Change Requests that are requested by USC must be approved by the Service Recipient’s Nominated Representative in writing before the Change may be implemented in accordance with Section 2.1(c)(v) below. Such consent will not be unreasonably withheld, conditioned or delayed. For the purposes of the preceding sentence, the Parties agree that it is not unreasonable for the Service Recipient’s Nominated Representative to: (a) withhold such consent to the extent that such proposed Change, alone or in the aggregate with other Changes, would materially adversely affect USC’s performance of the Services after giving effect to the Change Request, (b) withhold such consent to the extent that such proposed Change, alone or in the aggregate with other Changes, would require the Service Recipient to dedicate any material resources to effectuate the proposed Change or (c) withhold consent if such proposed Change, alone or in the aggregate with other Changes, would increase costs; provided, however, in each case, if USC reasonably determines that a Change is, from a commercially reasonable standpoint, unavoidable, then the Change can be imposed without the consent of the Service Recipient. In no event shall any such change be made to the extent making such change would constitute an Event of Default under and as defined in the Credit Agreement.

(v) Implementation of Approved Change. If a Change Request is approved in accordance with this Section 2.1(c), then Schedule 2.1(a)(i) and the definition of the Services, as applicable, will be amended in accordance with Section 7.5 below as agreed by the Parties to reflect the implementation of the Change Request and any other agreed-upon terms or conditions relating to the Change.

(vi) Approval of Material Actions. Notwithstanding the foregoing, any Change that would result in a Material Action (as defined in the LLC Agreement) must be approved in writing by the Independent Manager prior to the implementation of such Change.

(d) **Personnel.** As between USC and the Service Recipient, USC will have the sole and exclusive responsibility for all USC Personnel, including but not limited to responsibility for the payment of any and all compensation, unemployment insurance, worker's compensation, disability insurance, employee benefits and other employment-related charges and deductions with respect to the USC Personnel.

(e) **Access; Compliance with Security Requirements.**

(i) Unless otherwise agreed to in writing by the Parties, when accessing the Service Recipient's facilities, the USC Personnel will: (i) use such facilities solely for the purpose of providing the Services and not to provide goods or services to or for the benefit of any third party (other than the Members) or for any unlawful purpose; (ii) comply with all policies and procedures governing access to and use of such facilities made known to USC or the USC Personnel in advance, including, without limitation, all commercially reasonable security requirements applicable to accessing such facilities and any systems, technologies, or assets of the Service Recipient; (iii) instruct all USC Personnel, when visiting such facilities, not to photograph or record, duplicate, remove, disclose, or transmit to a third party any Confidential Information, except as necessary to perform the Services; and (iv) return such space to the Service Recipient in the same or similar condition it was in prior to the USC Personnel's use of such space, ordinary wear and tear excepted. Notwithstanding any other provision of this Agreement to the contrary, the Service Recipient will have the right to refuse access to or immediately to terminate the right of access to its premises or systems by any USC Personnel should the Service Recipient determine in its reasonable discretion for any lawful reason that such termination is in its best interests, provided that all other USC Personnel will continue to have access and at no time will an unreasonable number of USC Personnel be refused such access, and, provided further that if any such refusal or termination of access renders performance by USC to be impractical or impossible, USC will, upon prompt notice by USC to the Service Recipient of its inability to perform, be relieved of any affected obligations, to the extent that they are impractical or impossible to comply with as a result of such refusal or termination of access.

(ii) Unless otherwise agreed to in writing by the Parties, when accessing USC's facilities, the Service Recipient Personnel will: (i) use such facilities solely for the purpose of supporting or receiving the Services and not to obtain other goods or services, to obtain the Services for the benefit of any third party or for any unlawful purpose; (ii) comply with all policies and procedures governing access to and use of such facilities made known to the Service Recipient or the Service Recipient Personnel in advance, including, without limitation, all commercially reasonable security requirements applicable to accessing such facilities and any systems, technologies, or assets of USC; (iii) instruct all Service Recipient Personnel, when visiting such facilities, not to photograph or record, duplicate, remove, disclose, or transmit to a third party any Confidential Information, except as necessary to perform the Services; and (iv) return such space to USC in the same or similar condition it was in prior to the Service Recipient Personnel's use of such space, ordinary wear and tear excepted. Notwithstanding any other provision of this Agreement to the contrary, USC will have the right to refuse access to or immediately to terminate the right of access to its premises or systems by any Service Recipient Personnel should USC determine in its reasonable discretion for any lawful reason that such termination is in its best interests, provided that all other Service Recipient Personnel will continue to have access and at no time will an unreasonable number of Service Recipient Personnel be refused such access.

(f) **Data Backup / System Security.** During the Term, each Party will maintain data backup and recovery procedures in accordance with reasonable commercial practice in connection with all of its systems used in performing or in support of the Services. Each Party shall ensure that the other Party has reasonable access to, with the right to obtain copies of, backups for all of such other Party's data maintained by it, and shall instruct any of its relevant Third Party Service Providers to permit such other

Party to access and obtain copies of the backups. While the Parties may agree to restrict such access to certain designated personnel, the Party maintaining the data shall not, at any time, refuse access to the other Party, even during the pendency of any dispute between the Parties. USC will maintain and enforce physical, technical and logical security procedures with respect to the access and maintenance of any Confidential Information of the Service Recipient that is in USC's possession in performing the Services, which procedures shall: (a) be substantially equal to the standards employed by USC with respect to its own Confidential Information; (b) be in compliance in all material respects with applicable laws; and (c) provide commercially reasonable appropriate physical, technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, theft or misuse. Without limiting the generality of the foregoing, each Party will take commercially reasonable measures (in the case of the Service Recipient, to substantially the same degree as employed prior to the Effective Date) to secure and defend its respective location and equipment against "hackers" and others who may seek, without authorization, to modify or access its respective systems, or the information found therein. Each Party will periodically test its respective systems for potential areas where security could be breached. Each Party will report to the other Party promptly any breaches of security or unauthorized access to its relevant systems that such Party detects or becomes aware of. Each Party will use commercially reasonable efforts to remedy such breach of security or unauthorized access in a timely manner.

(g) **Books and Records.** USC shall keep books and records of the Services provided and commercially reasonable supporting documentation of all charges and expenses incurred in providing such Services, including books and records and reasonable supporting documentation for the calculation of the applicable cost driver(s), and shall produce written records that verify which Services were performed. USC shall make such books and records available to the Service Recipient, upon reasonable notice, during normal business hours.

(h) **Subcontractors.** USC shall not be permitted to engage any Third Party Service Providers to perform any or all of its obligations under this Agreement without the prior written consent of the Service Recipient, which consent may not be unreasonably withheld, conditioned or delayed. To the extent USC uses any Third Party Service Providers for any purpose, USC shall in all cases remain primarily liable for the acts and omissions of such Third Party Service Providers, and shall remain primarily responsible for all of its obligations hereunder with respect to the scope of the Services, the manner in which such Services are performed as set forth in Section 2.1(b) hereof and the content of the Services provided to the Service Recipient. Furthermore, to the extent Third Party Service Providers require representations on behalf of personnel who work for the Service Recipients, USC Personnel shall not be liable for errors, omissions or delays related to such information provided. Notwithstanding the foregoing, USC may subcontract to any Third Party Service Providers who are currently providing services to USC, any Member, or any of their Affiliates without the consent of the Service Recipient.

(i) **Exclusive Remedy.** Without limiting the Parties' rights and remedies under 7.12 and 7.13, if USC breaches its obligations under Sections 2.1(a) or 2.1(b), the Service Recipient's exclusive remedy will be to require USC to perform or re-perform the relevant Services should the Service Recipient reasonably determine that performance or re-performance of the associated Services is commercially practicable.

2.2 OTHER RESPONSIBILITIES

(a) **General Obligations.** Where input or other information from the UniTek Group is reasonably necessary in connection with the provision of the Services, the Service Recipient will, and will cause the UniTek Group to, deliver such input or other information to USC in a general format and level of detail and at the general times as agreed by the USC and the UniTek Group. If the members of the UniTek Group fail to comply with the foregoing, USC will be relieved of its obligations under Sections

2.1(a) and 2.1(b), as appropriate, to the extent such failure renders performance of the Services or the achievement of such standards described in such Sections impractical or impossible.

(b) **Provision of Access.**

(i) Subject to USC's compliance with Section 2.1(e) above, the USC Personnel will have such access to the UniTek Group's premises, facilities, equipment (including access to telephones, photocopying equipment and the like), software and personnel, during normal business hours and in a manner that does not interfere with the UniTek Group's ability to operate their business, as is reasonably necessary to provide the Services in accordance with the terms of this Agreement.

(ii) Subject to the Service Recipient's compliance with Section 2.1(e) above, the Service Recipient Personnel will have such access to USC's premises, facilities, equipment (including access to telephones, photocopying equipment and the like), software and personnel, during normal business hours and in a manner that does not interfere with USC's ability to operate their business, as is reasonably necessary to support or receive the Services in accordance with the terms of this Agreement.

**ARTICLE 3
PAYMENT**

3.1 FEES

(a) In consideration for the Services provided, and in accordance with clauses (i) and (ii) of this Section 3.1(a), USC will invoice the Service Recipient on a fiscal monthly basis in advance for the Unallocated Overhead and Fully Burdened Cost of the Services (the "Services Fee") as follows:

(i) For the first seven (7) fiscal months after the Effective Date, USC will invoice the Service Recipients on a fiscal monthly basis in advance for the amounts set forth on Schedule 3.1(a)(i), which represents USC's and the Service Recipient's reasonable estimate of the fiscal monthly Fully Burdened Costs of each such Service;¹

(ii) Beginning in the eighth (8th) fiscal month after the Effective Date, USC will invoice the Service Recipients on a fiscal monthly basis in advance in an amount equal to the average of the amounts invoiced (as adjusted according to Sections 3.1(a)(iii) and 3.2(c)) over the immediately preceding six (6) fiscal month period.

(iii) Within 30 days following the end of each fiscal quarter during the Term, USC shall recalculate the Fully Burdened Cost of each Service and the Invoices for such fiscal quarter (the "Recalculated Fees") and determine whether a true up of the Services Fees is necessary. The Services Fees shall be true up based on a comparison of the Recalculated Fees to the Services Fees (the "Fee True Up"). The Fee True Up shall be equal to (x) the Service Fees charged to the Service Recipient over the preceding fiscal quarter, minus (y) the Recalculated Fees for such fiscal quarter. If the Fee True Up is a negative dollar value, it shall be reflected as a payable by the Service Recipient on the next invoice provided by USC, which invoice shall set forth in reasonable detail a description of the Services performed during the prior fiscal quarter requiring a Fee True Up, the location(s) where such Services were performed and received, the date such Services were performed, and any other information agreed to by the Parties. If the Fee True Up is a positive dollar value, it shall be reflected as a credit to the Service Recipient on the next invoice provided by USC. In the event the credit is greater than the Services Fee

¹ Note to Draft: Company to provide estimated monthly costs for each Member in Schedule 3.1(a)(i).

charged to the Service Recipient in the next invoice, USC shall reimburse the difference between the credit and such Services Fee (the “Reimbursement”).

(b) If any other Member receives a refund due to the resolution of a billing dispute, where such resolution changes a cost driver and the allocation of the Fully Burdened Cost of a Service, then USC may recalculate the Services Fee of the Service Recipient for the disputed time period and invoice the Service Recipient for any increases in the Services Fee owed as a result of the changed cost driver.

(c) USC shall deliver to the Lenders’ Nominated Representative within forty-five (45) days following the end of each fiscal quarter during the Term a report, the form of which shall be reasonably acceptable to the Lenders’ Nominated Representative, containing the invoices issued under Section 3.2(a) of this Agreement for such fiscal quarter, the Recalculated Fees, the Service Fees, the Fee True Up, the Reimbursement, and, to the extent feasible, any additional information relating thereto that is reasonably requested by the Lenders’ Nominated Representative.

3.2 PAYMENTS / BILLING DISPUTES

(a) **Invoices.** On the Effective Date, and thereafter no later than five (5) Business Days prior to the end of each fiscal month during the Term, USC will provide the Service Recipient with an invoice specifying the Services Fee for the following fiscal month (or, in the case of the initial invoice under this Agreement, the fiscal month of the Effective Date), and setting forth in reasonable detail a description of the Services to be performed, the location(s) where the Services are to be performed and received and any other information agreed to by the Parties.

(b) **Payment Terms.** All invoiced amounts or Reimbursements will be payable by the Service Recipient within thirty (30) days after the date of the invoice reflecting such amount or Reimbursement (the “Due Date”). All payments shall be made in U.S. dollars to an account or accounts designated by the receiving Party from time to time. Any such invoiced amounts or Reimbursements that are unpaid after such thirty (30) day period, including as a result of a dispute under Section 3.2(c), will accrue interest at a rate of LIBOR plus 5% per annum from the Due Date until they are paid.

(c) **Billing Disputes.** Each Party must timely make all payments under Section 3.2(b) even in the case of a dispute; provided that upon notice by one Party of a dispute with reasonable specificity of the basis of the dispute, the Parties will promptly address and attempt to resolve all billing disputes pursuant to the following procedures: (i) the Parties shall, for a period of twenty (20) days after notice of the dispute is received by a Party, attempt in good faith to resolve such dispute; (ii) if a dispute is not resolved in accordance with clause (i), such billing disputes will be referred to and finally resolved by arbitration under the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (including the Expedited Procedures set forth therein, which the Parties agree shall apply to all such disputes), which arbitration rules are incorporated by reference into this Section 3.2(c); (iii) the tribunal will consist of a sole arbitrator; (iv) the place of arbitration will be New York, New York; (v) the language of the arbitration will be English; and (vi) process in any such arbitration proceeding may be served on either Party anywhere in the world by notice given to the Party in accordance with Section 7.2. Each Party, in its reasonable discretion, may request additional supporting documentation with respect to such billing dispute. Any amount determined through the dispute resolution procedures set forth in this Section 3.2(c) to be owed by either Party shall be paid by such Party to the other Party within five (5) Business Days after such determination is made. Each Party will pay all Services Fees and other invoiced amounts due, as determined under this Section 3.2, in full without set-off or withholding, including set-off by amounts due under any other contract, agreement or arrangement between the Parties and disputes related thereto.

(d) **Audit Rights.**

(i) The Service Recipient shall have the right to audit, the Services Fees and Recalculated Fees from time to time (but not more than one time with respect to any fiscal quarter) to determine whether they accurately reflect USC's Fully Burdened Costs actually incurred for providing the Services. Upon request, USC shall reasonably cooperate in any such audit. If, based on any such audit, the Service Recipient determines that there has been an overpayment of any Services Fees, or disagrees with any Services Fees, the Parties will resolve any dispute over amounts paid or payable in accordance with the procedures set forth in Section 3.2(c). Each audit initiated pursuant to this Section 3.2(d)(i) shall be completed at the sole expense of the Service Recipient, and in no event shall such expense exceed \$200,000 per audit.

(ii) In the event (A) the Lenders dispute the amount of the Service Fees and Recalculated Fees in an amount in excess of \$600,000 and (B) the Lenders have provided to the Parties written notice identifying, describing and including reasonable supporting documentation of such disputed amounts, the Lenders shall have the right to audit the Services Fees and Recalculated Fees to determine whether they accurately reflect USC's Fully Burdened Costs actually incurred for providing the Services; provided, however, that, without limiting any other remedies that the Lenders may have at law or equity, by contract, or otherwise, the Lenders shall be entitled to dispute such amounts no more frequently than once in any twelve (12) month period. Upon request, USC shall reasonably cooperate in any such audit. If, based on any such audit, the Lenders determine that there has been an overpayment or underpayment of Services Fees, the Lenders shall notify both Parties of such underpayment or overpayment (and concurrently provide reasonable supporting documentation, along with the reasoning, for such determination). Within thirty (30) days of receipt of such notice, the Parties shall notify each other and the Lenders whether they agree with the Lenders' determination. If both Parties agree, then any Party owing amounts to the other Party as a result of the audit shall pay such sums to the other Party within five (5) Business Days thereafter. If either Party disputes the determination of the Lenders' audit, any undisputed amounts shall be paid within five (5) Business Days thereafter, and the Parties will resolve the dispute over the remaining amounts in accordance with the procedures set forth in Section 3.2(c). Each audit initiated pursuant to this Section 3.2(d)(ii) shall be completed at the sole expense of the Service Recipient, and in no event shall such expense exceed \$200,000 per audit.

**ARTICLE 4
ADDITIONAL COVENANTS**

4.1 RELATIONSHIP BETWEEN THE PARTIES

USC is an independent contractor hired to provide the Services. This Agreement does not constitute, create, give effect to or make either Party agents, employees, franchisees, joint venturers, legal representatives or partners of the other Party or the Unitek Group, and neither Party will represent otherwise to a third party. No employees, subcontractors or representatives of either Party will be deemed to be employees, subcontractors or representatives of the other Party or any Affiliate of the other Party.

4.2 INTELLECTUAL PROPERTY

All intellectual property rights, trade secrets or other proprietary rights in the Services and in any ideas, concepts, inventions or techniques of USC that USC may use, conceive or first reduce to practice in connection with the Services, including any report, computer program (source code and object code) or programming documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, listing, record or other materials, are and will remain the exclusive property of USC. USC in turn will grant the

Recipient a worldwide, non-exclusive, irrevocable license, with the right to sublicense, to make, have made, use, sell, offer for sale, import, copy, maintain, modify, enhance, and create derivative works of such intellectual property rights; provided that, for the avoidance of doubt, the Service Recipient shall treat any trade secrets licensed to it hereunder as the Confidential Information of USC, and shall abide by all obligations in Section 4.3 with respect thereto, which obligations shall continue for so long as such intellectual property remains a trade secret (notwithstanding anything to the contrary in Section 4.3(f)). The Parties will execute any assignments or other instruments that may be appropriate or necessary to give full legal effect to this Section 4.2.

4.3 CONFIDENTIALITY

(a) **General.** USC and the Service Recipient (in each case, as applicable, the “Receiving Party”) will maintain all Confidential Information of the other (the “Disclosing Party”) in strict confidence, and the Receiving Party will use and disclose such Confidential Information only as authorized under this Agreement or as otherwise authorized in writing by the Disclosing Party. The Receiving Party further agrees to take the same care with the Disclosing Party’s Confidential Information as it does with its own, but in no event less than a reasonable degree of care.

(b) **Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” means the following types of information and other information of a similar nature of the Disclosing Party, whether set forth in a writing, disclosed by the Disclosing Party’s representatives orally or in any other manner: (a) all non-public information and material of the Disclosing Party (and of companies with which the Disclosing Party has entered into confidentiality agreements) which the Receiving Party obtains knowledge of or access to; (b) non-public intellectual property of the Disclosing Party; (c) business and financial information of the Disclosing Party including but not limited to pricing, business plans, forecasts, revenues, expenses, earnings projections, sales data and any and all other non-public financial information; and (d) the terms and conditions of this Agreement.

(c) **Exceptions.** Notwithstanding any of the foregoing, Confidential Information does not include information which: (a) has been made generally available to the public (other than by acts of the Receiving Party or its Affiliates or their respective employees, attorneys, agents, consultants, advisors or representatives in violation of this Agreement), (b) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with the Disclosing Party, (c) was within the possession of the Receiving Party prior to its being furnished to the Receiving Party by or on behalf of the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with the Disclosing Party, or (d) is independently developed by the Receiving Party or one of its employees, attorneys, agents, consultants, advisors or representatives without reference to or use of the Confidential Information. Notwithstanding anything to the contrary herein, neither the Receiving Party nor any of its employees, attorneys, agents, consultants, advisors or representatives shall be precluded from disclosing Confidential Information (a) to its Affiliates on a need-to-know basis, (b) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding as required by applicable law, (c) upon the request or demand of any regulatory authority having jurisdiction over such Person or any of its Affiliates, (d) to any prospective purchaser of, or investor in, any or all of the assets, stock or the business of the Receiving Party or any of its subsidiaries, or to any current or prospective lender to the Receiving Party or any of its subsidiaries, provided that such Person executes and delivers a confidentiality agreement containing obligations of confidentiality that are at least as protective, in all material respects, of the Disclosing Party’s Confidential Information as those set forth in this Section 4.3, or (e) as otherwise set forth herein. If the Receiving Party is requested to disclose any of the Disclosing Party’s Confidential Information pursuant to any judicial or governmental order, the Receiving Party will promptly notify the Disclosing Party of such order so that the Disclosing Party, in its

sole discretion, may seek an appropriate protective order and/or take any other action to prevent or minimize the breadth of such disclosure.

(d) **Reserved.**

(e) **No Implied License.** No license or conveyance of any rights to any Intellectual Property is granted to the Receiving Party by the disclosure of Confidential Information pursuant to this Agreement.

(f) **Survival.** The obligations contained in this Section 4.3 will survive the termination or expiration of this Agreement for a period of three (3) years; provided, however, that notwithstanding the expiration of such three (3) year period, all Confidential Information also received or disclosed pursuant to any other agreement between the Parties to this Agreement or their Affiliates will continue to be governed by the confidentiality provision of any such agreement, to the extent applicable.

(g) **Termination.** Upon termination of a Service, the Parties shall return to the other Party or destroy (at the Disclosing Party's option) all Confidential Information of the applicable Services, unless such Confidential Information is required for performance of the remaining Services. Upon termination of the Agreement, the Parties shall return to the other Party or destroy (at the Disclosing Party's option) all Confidential Information, except to extent and for the period in which a Party is required to hold the Confidential Information in order to comply with surviving obligations in this Agreement or applicable law.

4.4 AUDIT ASSISTANCE

If either Party is subject to (i) a request from or audit by a governmental authority, standards organization or customer or (ii) legal or arbitration proceedings in which such Party requests access to or an audit of books, records, documents or accounting practices and procedures pursuant to applicable laws, rules, regulations, standards or contract provisions and such examination or audit relates to the Services, the other Party will provide, at the sole cost and expense of the requesting Party, all reasonable assistance requested by the Party that is subject to the audit or proceedings in responding to such audits, requests for information, or legal or arbitration proceedings, to the extent that such assistance or information is (a) within the reasonable control of the cooperating Party and (b) related to the Services.

ARTICLE 5 TERM AND TERMINATION

5.1 TERM

This Agreement will commence on the date hereof and remain in effect until the dissolution of the Service Recipient, unless earlier terminated pursuant to Section 5.2 (the term of this Agreement, the "Term").

5.2 TERMINATION

(a) **Termination of Specific Services.** The Service Recipient may require that USC cease providing all or any part of the Services that USC is required to provide hereunder by providing notice to USC's Nominated Representative which identifies the specific Services to be terminated and the date on which they must be terminated, provided that such date must be at least ninety (90) days after the date on which the notice is delivered. Within thirty (30) days of receipt of such notice of termination, USC shall provide written notice to the Service Recipient if termination of the specified Services would require the

termination of any other Services. Within fifteen (15) days of receipt of such notice from USC, the Service Recipient shall provide written notice to USC confirming or rescinding their original cancellation notice.

(b) Termination of the Agreement. This Agreement may be terminated:

(i) by mutual agreement of Parties in writing;

(ii) automatically, upon termination of all of the Services in accordance with Section 5.2(a);

(iii) by USC, upon 10 days advance written notice to the Service Recipient, if USC determines that the Service Recipient is unable to meet its payment obligations under Section 3.2;

(iv) by USC upon the dissolution of the Service Recipient; and

(v) by the Service Recipient, as set forth in Section 7.3.

5.3 EFFECT OF TERMINATION

If this Agreement expires or is terminated pursuant to Section 5.2(b), all of the Parties' obligations hereunder will terminate, except with respect to any surviving Services, if any, and except that, in any event, Sections 4.1, 4.2, 4.3 (for three (3) years only), 4.4, 7.2, 7.5 through 7.15 as well as Articles 3 and 6, and this Section 5.3, will survive and the Parties' rights to pursue all legal remedies for breaches of the Agreement will survive unimpaired. Following expiration or termination of this Agreement, each Party remains responsible for paying to the other Party all accrued but unpaid Services Fees or Reimbursements, as applicable, through the date of termination, in accordance with Section 3.2. The termination of this Agreement will not be deemed to be an election of remedies by a terminating Party.

ARTICLE 6 WARRANTIES; LIMITATION OF LIABILITY

6.1 WARRANTIES; DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.1(B), NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND EACH PARTY HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE REGARDING SUCH SUBJECT MATTER. To the extent that a Party may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

6.2 LIMITATION ON LIABILITY

(a) **Consequential and Other Damages.** NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DIMINUTION OF VALUE WHATSOEVER WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR ARE A CONSEQUENCE OF, ITS PERFORMANCE OR NONPERFORMANCE HEREUNDER, OR THE PROVISION OF OR FAILURE TO PROVIDE ANY SERVICE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS

INTERRUPTIONS AND CLAIMS OF CUSTOMERS, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(b) **Liability Cap.** THE AGGREGATE LIABILITY OF EACH PARTY WITH RESPECT TO THIS AGREEMENT (OTHER THAN WITH RESPECT TO SUCH PARTY'S OBLIGATION TO PAY FEES) OR IN CONNECTION WITH THE PERFORMANCE, DELIVERY OR PROVISION OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT SHALL BE LIMITED TO (i) IN THE CASE OF USC, THE FEES PREVIOUSLY PAID TO IT BY THE SERVICE RECIPIENT HEREUNDER, AND (ii) IN THE CASE OF THE SERVICE RECIPIENT, ANY UNPAID AMOUNTS OWED BY IT TO USC HEREUNDER; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE 7 GENERAL PROVISIONS

7.1 NOMINATED REPRESENTATIVES

Each Party and the Lenders will appoint a representative (a "Nominated Representative") to facilitate communications and performance under this Agreement during the Term. Each Party may treat an act of a Nominated Representative of the other Party as being authorized by such Party without inquiring behind such act or ascertaining whether such Nominated Representative had authority to so act. As of the Effective Date, USC's Nominated Representative shall be [●]; the Service Recipient's Nominated Representative shall be [●] and the Lenders' Nominated Representative shall be [●]. Each Party will have the right at any time and from time to time to replace its Nominated Representative by giving notice in writing to the other Party setting forth the name of the Nominated Representative to be replaced and the name of his or her replacement.

7.2 NOTICES

All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment, or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, facsimile number, e-mail address or individual as a Party may designate by notice to the other Party):

If to the Service Recipient:

[●]
[●]
[●]
Attention: [●]
Facsimile: [●]
E-mail: [●]

If to USC:

[●]

[●]

[●]

Attention: [●]

Facsimile: [●]

E-mail: [●]

with a copy to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attention: Richard A. Levy
Fax: 312-993-9767
E-mail: richard.levy@lw.com

7.3 FORCE MAJEURE EVENT

Neither Party will be liable or deemed to be in breach of this Agreement for failure or delay of performance caused by a Force Majeure Event as long as the Party whose performance is affected the by the Force Majeure Event notifies the other Party as promptly as practicable thereof and takes commercially reasonable efforts to overcome it and resume performance hereunder as soon as possible. If a Party's performance is affected by a Force Majeure Event, the time for that Party's performance will be extended or, as appropriate, suspended for the duration of the Force Majeure Event without liability, except as otherwise provided in this Agreement. USC shall treat the Service Recipient in the same manner as any other external recipient for the affected Services, if any, in connection with the resumption of performance. During the period of a Force Majeure Event affecting performance by USC of any Service(s), the Service Recipient (a) shall be relieved of the obligation to pay Services Fees for such Services(s) throughout the duration of such Force Majeure Event, (b) shall be entitled to seek an alternative service provider with respect to such Service(s), and (c) shall be entitled to permanently terminate such Service(s) if a Force Majeure Event shall continue to exist for more than fifteen (15) consecutive days, provided that the Service Recipient shall provide written notice of such termination to USC.

7.4 FURTHER ACTIONS

Upon the request of either Party, the other Party will (a) furnish to the requesting Party any additional information, (b) execute and deliver, at its own expense, any other documents and (c) take any other actions as the requesting Party may reasonably require to more effectively carry out the intent of this Agreement.

7.5 ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, including the Existing Services Agreement, and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented or otherwise modified except in a written document executed by the Party against whose interest the modification will operate.

7.6 DRAFTING AND REPRESENTATION

The Parties have participated jointly in the negotiation and drafting of this Agreement. No provision of this Agreement will be interpreted for or against a Party because that Party or its legal representative drafted the provision.

7.7 SEVERABILITY

If a court of competent jurisdiction or arbitral tribunal holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. If the final judgment of a court of competent jurisdiction declares that any term or provision of this is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or other limit of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

7.8 ASSIGNMENT; SUCCESSORS; THIRD-PARTY RIGHTS

Except as otherwise set forth herein, no Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of each Party's respective successors and permitted assigns. The Parties intend the Lenders to be third party beneficiaries of this Agreement solely with respect to Sections 2.1(c)(i), 3.1(c), 3.2(d)(ii) and 7.1. The Parties acknowledge and agree that the Lenders may enforce Sections 2.1(c)(i), 3.1(c), 3.2(d)(ii) and 7.1 as a third party beneficiary hereof. Without limiting the preceding two sentences in any respect, nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties and, in the case of Sections 2.1(c)(i), 3.1(c), 3.2(d)(ii) and 7.1, the Lenders, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assignee under this Section 7.8.

7.9 WAIVER

The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by either Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in a written document signed by the other Party, and (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given.

7.10 RESOLUTION OF DISPUTES

(a) **Dispute Resolution Procedures.** The Parties will cooperate in good faith and use commercially reasonable efforts to informally resolve any disputes under this Agreement. Except as otherwise provided in Section 3.2(c) or Section 7.12, all disputes shall be promptly referred to the Nominated Representatives for resolution. If the Nominated Representatives are unable to resolve any

dispute within ten (10) Business Days, either Party may bring an action to resolve the dispute in accordance with Section 7.10(b).

(b) **Consent to Jurisdiction.** Subject to Section 3.2(c), each of the Parties irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Delaware, or if such court does not have jurisdiction, the Court of Chancery of the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state court within the State of Delaware), for the purposes of any action or proceeding arising out of this Agreement or any transaction contemplated hereby. Subject to Section 3.2(c), each of the Parties irrevocably and fully waives the defense of an inconvenient forum to the maintenance of such action or proceeding, and waives any objection it might otherwise have to service of process under law. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action or proceeding arising out of this Agreement or the transactions contemplated hereby in (a) the United States District Court for the District of Delaware or (b) the Court of Chancery of the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state court within the State of Delaware), and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

7.11 WAIVER OF JURY TRIAL

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT WILL INSTEAD BE ARBITRATED PURSUANT TO SECTION 3.2(C) OR TRIED IN A COURT OF COMPETENT JURISDICTION PURSUANT TO SECTION 7.10(B) BY A JUDGE SITTING WITHOUT A JURY.

7.12 INJUNCTIVE RELIEF; SPECIFIC PERFORMANCE

Each Party acknowledges and agrees that other Party would be damaged irreparably if Sections 4.2, 4.3 or 4.4 are not performed in accordance with their specific terms and that any breach of any of those Sections by the other Party would not be adequately compensated in all cases by monetary damages alone. Accordingly, each Party agrees that, in addition to any other right or remedy to which the other Party may be entitled, at law or in equity, it will be entitled to enforce such Sections by a decree of specific performance, and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any such Sections, in each case without posting any bond, security or other undertaking. Furthermore, the Parties acknowledge and agree that if USC were to cease performing the Services in breach of this Agreement, the Service Recipient would suffer irreparable harm, and monetary damages are inadequate compensation for any loss the Service Recipient would suffer as a result. Accordingly, notwithstanding anything to the contrary in this Agreement, in the event of an actual or threatened breach by USC of its obligations to perform the Services, in addition to any other remedy available at Law, and notwithstanding anything to the contrary in Section 3.2(c) or Section 7.10, the Service Recipient shall immediately be entitled to seek equitable relief in accordance with Section 7.10(b) and this Section 7.12 to prevent or remedy any such breach of this Agreement, without the proof of actual damages, including in the form of an injunction or injunctions or orders for specific performance in

respect of such breaches. USC agrees to waive any requirement for posting any, security, bond, or other undertaking in connection with any such equitable remedy.

7.13 CONTINUED PERFORMANCE

USC agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of the Agreement.

7.14 GOVERNING LAW

This Agreement will be governed by and construed under the laws of Delaware without regard to conflicts of laws principles that would require the application of any other law.

7.15 COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Parties. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

[The remainder of this page is intentionally blank.]

The Parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

UniTek Services Company LLC

By: _____
Name:
Title:

DirectSat USA LLC

By: _____
Name:
Title:

Schedule 1.1

The term “Fully Burdened Cost” represents the total cost to provide a Service. The intent is to assign to the Service all direct costs (including direct labor at average labor rates, direct supervision, benefits, travel and related costs, service-related training and any direct third party costs incurred to provide the Service) as well as a relevant portion of overhead. Overhead includes the necessary costs to support the provision of a Service including indirect labor, building occupancy costs, depreciation, information technology costs, site costs, and supplies. Average departmental labor rates are normally used to charge direct labor to a product or Service. Actual material purchase prices are used to charge direct materials to a product or Service.

I. Methodology. Units providing a Service will use a methodology similar to the following to calculate the Fully Burdened Cost to provide a Service:

The Service to be performed is defined (e.g., Accounts Payable, Accounts Receivable).

- A. Direct costs to provide the Service are charged directly to the cost center providing this Service. These costs generally include direct labor, direct supervision, employee benefits, travel and related costs, service-related training, taxes, permits, and any direct third party costs incurred to provide the Service.
- B. Direct costs will be allocated to the Service being provided using appropriate and available cost drivers, as specified in Section II below.
- C. In the absence of written supporting documentation for certain personnel or services, USC and the Service Recipient may mutually agree on the allocation of such costs, in writing, and such allocation methodology shall continue for a minimum of one quarter, at which time Service Recipient may request a review of such allocation methodology.
- D. An allocation of overhead to the Service being provided will be determined by first identifying relevant overhead costs necessary to support the Service. Second, an appropriate and available cost driver, as specified in Section II below will be used to relate the overhead to the Service being provided.
- E. Fully Burdened Cost is equal to the sum of (i) direct costs as determined in A, B and C, (ii) the allocated overhead as determined in D, and (iii) if and to the extent required under the Internal Revenue Code, a profit margin determined by USC in its reasonable discretion. The unit charge rate for each Service provided is determined by dividing the total cost by the forecast/actual units (e.g., direct hours, etc.).

II. Cost Driver. To allocate certain direct costs and overhead among the Members, the Service Recipient will be responsible for costs in proportion to their actual use of a specific Service or Services in relation to the other Members. The proportional use of a Service will be calculated using appropriate cost drivers, including:

- Direct labor hours or direct labor cost;
- Hardware, parts and supplies consumed;
- Usage hours;
- Number of uses or number of users;

- Total cost of all Services used (for allocating overhead costs);
- Number of orders;
- Number of employees (for allocating human resources services)

Schedule 2.1(a)(i)
Services

| | |
|--------------------------------------|--|
| Finance, Accounting and Tax Services | <p>Services relating to financial management and accounting, including:</p> <ul style="list-style-type: none"> • Financial accounting and controls; • Operations accounting including production and inventory controlling; • Asset management; • Management reporting including production of the Service Recipient's costs sheets; • Transactional accounting: payables and receivables; • Tax management and filings; • Invoicing; • Follow-up of budget and variances; and • Other financial services as requested by the Service Recipient and agreed to by USC in accordance with the Services Agreement. |
| Vehicle Fleet Services | <p>Services relating to the UniTek Group fleet of vehicles, including administration, management, maintenance and other related services.</p> |
| Human Resources | <p>Services relating to human resources, including:</p> <ul style="list-style-type: none"> • Payroll administration; • Time administration; • Payroll data entry; • General human resources data management; • Compensation and benefits administration and review; • Hiring and termination administration; • Risk/Safety; • Communications; and • Other human resources services as requested by the Service Recipient and agreed to by USC in accordance with the Services Agreement. |

| | |
|--|--|
| Information Technology | Services relating to information technology (“ <u>IT</u> ”), including administration, support and other related services. |
| Legal Services | Legal advisory services and other related services requested by the Service Recipient and agreed to by USC in accordance with the Services Agreement. |
| Purchasing | Miscellaneous purchasing services, including negotiations with vendors. |
| Collection and Payment Services | <p>Cash management services including invoicing, billing and collection of receivables owed, vouchering and input/coding of invoices approved by Service Recipients or USC itself, and payment of expenses and related services.</p> <p>Treasury management services, including but not limited to oversight and payment of all financing costs, assistance or preparation for service recipients of cash flow forecasts, interaction and reporting to shareholders, Board of Directors, lenders and third parties, and intercompany transfers according to the terms of various agreements.</p> |
| Books and Records; Consolidated Financial Statements | <p>Preparation, collection and updating of books and records by April 1, 2015, in satisfaction of Facility requirements.</p> <p>Preparation of audited financial statements for USC and the Members.</p> |
| Insurance and Claims Management | Services related to procurement, maintenance and management of insurance and claims. |

Schedule 3.1(a)

The term “Unallocated Overhead” represents the following unallocable expenses to be paid solely by the Service Recipient:

- Expenses related to USC’s chief executive officer, chief financial officer, general counsel, chief operating officer, certain human resources personnel and other corporate employees of USC whose time cannot be reasonably estimated or allocated among the Members, as determined in the sole discretion of USC.
- Costs and expenses related to the Board of Directors of USC, Unitek Acquisition, Inc. and UGS (including costs for director and officer insurance at such entities), which, for the avoidance of doubt, shall constitute “Services” under the Agreement.
- Insurance costs related to claims paid by UGS or its Affiliates under insurance policies in existence prior to the Effective Date.
- Severance costs related to the corporate restructuring of UGS and its Affiliates.

SERVICES AGREEMENT

This Services Agreement (together with all Schedules hereto, this “Agreement”) is dated January [●], 2015 (the “Effective Date”), by and between UniTek Services Company LLC, a Delaware limited liability company (“USC”), and FTS USA, LLC, a limited liability company organized under the laws of Delaware (the “Service Recipient”, and together with USC, the “Parties,” and each, a “Party”).

PRELIMINARY STATEMENTS

A. The Parties are direct or indirect wholly-owned subsidiaries of UniTek Global Services, Inc., a corporation organized under the laws of Delaware (“UGS”).

B. UGS and certain of its direct and indirect subsidiaries and affiliates entered into that certain Joint Prepackaged Plan of Reorganization of UniTek Global Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, dated as of October 21, 2014 (as amended, supplemented and modified from time to time, the “Plan”).

C. Reference is made to that certain Credit and Security Agreement (the “Credit Agreement”), dated as of the date hereof, by and among UGS, certain of its direct and indirect subsidiaries and affiliates (including the Service Recipient) and the Lenders (as defined therein).

D. Pursuant to the terms of the Credit Agreement and the Plan, USC was organized to perform certain services for the Service Recipient, DirectSat USA, LLC, WireComm Systems (2008) Inc. and Pinnacle Wireless USA, Inc. (each a “Member,” and collectively, the “UniTek Group”) through separate Service Agreements, each dated as of the date hereof, between USC and each Member (collectively, the “Shared Services Agreements”).

E. Prior to the Effective Date, the Service Recipient and the other members of the UniTek Group have transferred to USC certain employees, licenses, leases and other service-related agreements involving services, property or assets utilized by more than one Member, and shall continue to effect other such transfers as promptly as reasonably practicable following the Effective Date.

F. The Parties desire to enter into this Agreement pursuant to which (i) USC will provide certain services to the Service Recipient for an indefinite period (except that with respect to certain services, the period for which such service is to be provided is set forth herein) and (ii) the Service Recipient will pay for the specific services provided by USC at their Fully Burdened Cost.

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINED TERMS; USAGE

1.1 DEFINED TERMS

For the purposes of this Agreement, the following terms and variations on them have the meanings specified in this Section 1.1:

“Additional Service” is defined in Section 2.1(c).

“Affiliates” means any Person that directly, or indirectly through one or more Persons, controls, is controlled by, or is under common control with, the Person specified or, directly or indirectly, is related to or otherwise associated with any such Person; provided, however, in the case of (a) USC, “Affiliates” excludes UGS and its direct and indirect subsidiaries, and (b) Service Recipient, “Affiliates” excludes USC.

“Agreement” is defined in the preamble.

“Business Day” means any day other than a day, which is Saturday or Sunday, or other day on which commercial banks in New York City, New York are authorized or required to be closed.

“Change” is defined in Section 2.1(c)(i).

“Change Request” is defined in Section 2.1(c)(i).

“Confidential Information” is defined in Section 4.3(b).

“Disclosing Party” is defined in Section 4.3(a).

“Due Date” is defined in Section 3.2(b).

“Effective Date” is defined in the preamble.

“Facility” is defined in the Preliminary Statements.

“Fee True Up” is defined in Section 3.1(b).

“Force Majeure Event” means any event that hinders, limits or prevents the performance by a Party of its obligations hereunder or makes such performance commercially impracticable or impossible and that is beyond the reasonable control of such Party, including death, disability, fire, explosion, action of the natural elements, riot, war, acts of terrorism, equipment failure, shortages or unavailability of transportation or raw materials, changes in laws or regulations, orders or decrees and similar events.

“Fully Burdened Cost” is defined in Schedule 1.1.

“Lenders” is defined in the Credit Agreement.

“Member” is defined in the Preliminary Statements.

“Nominated Representative” is defined in Section 7.1.

“Parties” or “Party” is defined in the preamble.

“Person” means an individual or an entity, including a corporation, share company, limited liability company, partnership, trust, association, governmental body or any other body with legal personality separate from its equity holders or members.

“Personnel” means the USC Personnel or the Service Recipient Personnel, as the context requires.

“Plan” is defined in the Preliminary Statements.

“Recalculated Fees” is defined in Section 3.1(b).

“Receiving Party” is defined in Section 4.3(a).

“Receiving Party Personnel” is defined in Section 4.3(d).

“Reimbursement” is defined in Section 3.1(b).

“Schedules” means the schedules hereto.

“Service Modification” is defined in Section 2.1(c).

“Service Recipient” is defined in the preamble.

“Service Recipient Personnel” means any employees, agents or other personnel of the Service Recipient that perform work in connection with any Services.

“Services” is defined in Section 2.1(a)(i).

“Services Fee” is defined in Section 3.1(a).

“Shared Services Agreements” is defined in the Preliminary Statements.

“Term” is defined in Section 5.1.

“Third Party Service Provider” means any third Party subcontractor of USC who provides Services hereunder.

“Transition Plan” is defined in Section 2.1(a)(ii).

“UniTek Group” is defined in the Preliminary Statements.

“UGS” is defined in the Preliminary Statements.

“USC” is defined in the preamble.

“USC Personnel” means any employees, agents or other personnel of USC that perform work in connection with any Services.

1.2 USAGE; GENERAL RULES OF CONSTRUCTION

Any reference in this Agreement to an “Article,” “Section” or “Schedule” refers to the corresponding Article, Section or Schedule of or to this Agreement, unless the context indicates otherwise. The headings of Articles and Sections are provided for convenience only and will not affect the construction or interpretation of this Agreement. All words used in this Agreement should be construed to be of such gender or number as the circumstances require. The terms “include” and “including” indicate examples of a foregoing general statement and not a limitation on that general statement. “Herein”, “hereof” and “hereto” are references to this Agreement. Any definition of or reference to any law, agreement, instrument or other document herein will be construed as referring to such law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified. Any definition of or reference to any statute will be construed as referring also to any rules and regulations promulgated thereunder. Any reference to a Party refers to such Party and its successors and permitted assigns.

**ARTICLE 2
SERVICES**

2.1 SERVICES

(a) Provision of Services.

(i) During the Term and subject to Section 2.1(a)(ii), USC will provide the Service Recipient each of the services set forth on Schedule 2.1(a)(i) (each a “Service” and collectively, the “Services”). For the avoidance of doubt, any tasks necessary to accomplish the Services, even if such tasks are not expressly set forth on Schedule 2.1(a)(i), shall be deemed to be part of the “Services” to be performed hereunder. If there is any inconsistency between the terms of the body of this Agreement and any Schedule, the terms of this Agreement will govern, unless the Schedule explicitly states that it is intended to supersede the body of this Agreement.

(ii) USC will provide the Services beginning on the Effective Date. If requested by Service Recipients, the Parties will develop, in consultation with UGS and the UniTek Group, a plan for the transition of specified Services to the Service Recipient (the “Transition Plan”). The Transition Plan will provide for the transition of Services to the Service Recipient within 90 days from written notice by Service Recipient to USC, and will include appropriate support mechanisms, training, and other services, as agreed to by the Parties. The planning and implementation of the Transition Plan will be considered a “Service” for the purposes of this Agreement, and will be invoiced and paid in accordance with Article 3. Upon implementation of a Transition Plan for any Service, USC shall no longer provide this Service.

(b) Standard of Care; Quantity. USC will deliver or cause to be delivered the Services that they are obligated to provide hereunder to the Service Recipient:

- (i) during normal business hours;
- (ii) in accordance with this Agreement and applicable law; and
- (iii) in a timely and workmanlike manner.

(c) Service Modifications and Additional Services. During the Term, the Parties may, in accordance with the procedures specified in this Section 2.1(c): (x) agree to modify the terms and conditions relating to the performance of or payment for a previously agreed-upon Service to reflect, among other things, new procedures, processes or other methods of providing such Service (a “Service Modification”), or (y) agree upon terms and conditions relating to the provision of services that are in addition to any of the previously agreed-upon Services (an “Additional Service”). For the avoidance of doubt, minor modifications that do not require a change to Schedule 2.1(a)(i) shall not be considered Service Modifications or Additional Services under this Section 2.1(c).

(i) **Change Requests.** If a Party desires a Service Modification or an Additional Service (in each case, a “Change”), the Party requesting the Change will deliver a written description of the proposed Change (a “Change Request”) as follows: (a) in the case of material Change Requests, promptly to the Lenders’ Nominated Representative; (b) in the case of a Change Request by USC, to the Service Recipient’s Nominated Representative; and (c) in the case of a Change Request by the Service Recipient, to USC’s Nominated Representative. In addition, each party will deliver to the Lenders’ Nominated Representative a summary of all nonmaterial Changes implemented pursuant to Section 2.1(c)(v) each quarter, to the extent such Changes resulted from Change Requests delivered by such Party.

(ii) **Meeting of the Parties.** Unless the Party receiving the Change Request agrees to implement the Change Request as proposed, the Nominated Representatives will meet in person or by telephone to discuss the Change Request no later than ten (10) Business Days after delivery of the Change Request to the other Party.

(iii) **Approval of Service Recipient Change Requests.** All Change Requests that are requested by the Service Recipient must be approved by USC's Nominated Representative in writing before the Change may be implemented in accordance with Section 2.1(c)(v) below. Such consent will not be unreasonably withheld, conditioned or delayed. For the purposes of the preceding sentence, the Parties agree that it is not unreasonable for USC's Nominated Representative to: (a) withhold such consent to the extent that such proposed Change would, alone or in the aggregate with other Changes, materially increase the resources expended by USC after giving effect to the Change Request, or (b) condition such consent on the Service Recipient agreeing to bear any increases in USC's cost of performance resulting from such Change.

(iv) **Approval of USC Change Requests.** All Change Requests that are requested by USC must be approved by the Service Recipient's Nominated Representative in writing before the Change may be implemented in accordance with Section 2.1(c)(v) below. Such consent will not be unreasonably withheld, conditioned or delayed. For the purposes of the preceding sentence, the Parties agree that it is not unreasonable for the Service Recipient's Nominated Representative to: (a) withhold such consent to the extent that such proposed Change, alone or in the aggregate with other Changes, would materially adversely affect USC's performance of the Services after giving effect to the Change Request, (b) withhold such consent to the extent that such proposed Change, alone or in the aggregate with other Changes, would require the Service Recipient to dedicate any material resources to effectuate the proposed Change or (c) withhold consent if such proposed Change, alone or in the aggregate with other Changes, would increase costs; provided, however, in each case, if USC reasonably determines that a Change is, from a commercially reasonable standpoint, unavoidable, then the Change can be imposed without the consent of the Service Recipient. In no event shall any such change be made to the extent making such change would constitute an Event of Default under and as defined in the Credit Agreement.

(v) **Implementation of Approved Change.** If a Change Request is approved in accordance with this Section 2.1(c), then Schedule 2.1(a)(i) and the definition of the Services, as applicable, will be amended in accordance with Section 7.5 below as agreed by the Parties to reflect the implementation of the Change Request and any other agreed-upon terms or conditions relating to the Change.

(d) **Personnel.** As between USC and the Service Recipient, USC will have the sole and exclusive responsibility for all USC Personnel, including but not limited to responsibility for the payment of any and all compensation, unemployment insurance, worker's compensation, disability insurance, employee benefits and other employment-related charges and deductions with respect to the USC Personnel.

(e) **Access; Compliance with Security Requirements.**

(i) Unless otherwise agreed to in writing by the Parties, when accessing the Service Recipient's facilities, the USC Personnel will: (i) use such facilities solely for the purpose of providing the Services and not to provide goods or services to or for the benefit of any third party (other than the Members) or for any unlawful purpose; (ii) comply with all policies and procedures governing access to and use of such facilities made known to USC or the USC Personnel in advance, including, without limitation, all commercially reasonable security requirements applicable to accessing such facilities and any systems, technologies, or assets of the Service Recipient; (iii) instruct all USC Personnel, when

visiting such facilities, not to photograph or record, duplicate, remove, disclose, or transmit to a third party any Confidential Information, except as necessary to perform the Services; and (iv) return such space to the Service Recipient in the same or similar condition it was in prior to the USC Personnel's use of such space, ordinary wear and tear excepted. Notwithstanding any other provision of this Agreement to the contrary, the Service Recipient will have the right to refuse access to or immediately to terminate the right of access to its premises or systems by any USC Personnel should the Service Recipient determine in its reasonable discretion for any lawful reason that such termination is in its best interests, provided that all other USC Personnel will continue to have access and at no time will an unreasonable number of USC Personnel be refused such access, and, provided further that if any such refusal or termination of access renders performance by USC to be impractical or impossible, USC will, upon prompt notice by USC to the Service Recipient of its inability to perform, be relieved of any affected obligations, to the extent that they are impractical or impossible to comply with as a result of such refusal or termination of access.

(ii) Unless otherwise agreed to in writing by the Parties, when accessing USC's facilities, the Service Recipient Personnel will: (i) use such facilities solely for the purpose of supporting or receiving the Services and not to obtain other goods or services, to obtain the Services for the benefit of any third party or for any unlawful purpose; (ii) comply with all policies and procedures governing access to and use of such facilities made known to the Service Recipient or the Service Recipient Personnel in advance, including, without limitation, all commercially reasonable security requirements applicable to accessing such facilities and any systems, technologies, or assets of USC; (iii) instruct all Service Recipient Personnel, when visiting such facilities, not to photograph or record, duplicate, remove, disclose, or transmit to a third party any Confidential Information, except as necessary to perform the Services; and (iv) return such space to USC in the same or similar condition it was in prior to the Service Recipient Personnel's use of such space, ordinary wear and tear excepted. Notwithstanding any other provision of this Agreement to the contrary, USC will have the right to refuse access to or immediately to terminate the right of access to its premises or systems by any Service Recipient Personnel should USC determine in its reasonable discretion for any lawful reason that such termination is in its best interests, provided that all other Service Recipient Personnel will continue to have access and at no time will an unreasonable number of Service Recipient Personnel be refused such access.

(f) **Data Backup / System Security.** During the Term, each Party will maintain data backup and recovery procedures in accordance with reasonable commercial practice in connection with all of its systems used in performing or in support of the Services. Each Party shall ensure that the other Party has reasonable access to, with the right to obtain copies of, backups for all of such other Party's data maintained by it, and shall instruct any of its relevant Third Party Service Providers to permit such other Party to access and obtain copies of the backups. While the Parties may agree to restrict such access to certain designated personnel, the Party maintaining the data shall not, at any time, refuse access to the other Party, even during the pendency of any dispute between the Parties. USC will maintain and enforce physical, technical and logical security procedures with respect to the access and maintenance of any Confidential Information of the Service Recipient that is in USC's possession in performing the Services, which procedures shall: (a) be substantially equal to the standards employed by USC with respect to its own Confidential Information; (b) be in compliance in all material respects with applicable laws; and (c) provide commercially reasonable physical, technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, theft or misuse. Without limiting the generality of the foregoing, each Party will take commercially reasonable measures (in the case of the Service Recipient, to substantially the same degree as employed prior to the Effective Date) to secure and defend its respective location and equipment against "hackers" and others who may seek, without authorization, to modify or access its respective systems, or the information found therein. Each Party will periodically test its respective systems for potential areas where security could be breached. Each Party will report to the other Party promptly any breaches of security or unauthorized access to its

relevant systems that such Party detects or becomes aware of. Each Party will use commercially reasonable efforts to remedy such breach of security or unauthorized access in a timely manner.

(g) **Books and Records.** USC shall keep books and records of the Services provided and commercially reasonable supporting documentation of all charges and expenses incurred in providing such Services, including books and records and reasonable supporting documentation for the calculation of the applicable cost driver(s), and shall produce written records that verify which Services were performed. USC shall make such books and records available to the Service Recipient, upon reasonable notice, during normal business hours.

(h) **Subcontractors.** USC shall not be permitted to engage any Third Party Service Providers to perform any or all of its obligations under this Agreement without the prior written consent of the Service Recipient, which consent may not be unreasonably withheld, conditioned or delayed. To the extent USC uses any Third Party Service Providers for any purpose, USC shall in all cases remain primarily liable for the acts and omissions of such Third Party Service Providers, and shall remain primarily responsible for all of its obligations hereunder with respect to the scope of the Services, the manner in which such Services are performed as set forth in Section 2.1(b) hereof and the content of the Services provided to the Service Recipient. Furthermore, to the extent Third Party Service Providers require representations on behalf of personnel who work for the Service Recipients, USC Personnel shall not be liable for errors, omissions or delays related to such information provided. Notwithstanding the foregoing, USC may subcontract to any Third Party Service Providers who are currently providing services to USC, any Member, or any of their Affiliates without the consent of the Service Recipient.

(i) **Exclusive Remedy.** Without limiting the Parties' rights and remedies under 7.12 and 7.13, if USC breaches its obligations under Sections 2.1(a) or 2.1(b), the Service Recipient's exclusive remedy will be to require USC to perform or re-perform the relevant Services should the Service Recipient reasonably determine that performance or re-performance of the associated Services is commercially practicable.

2.2 OTHER RESPONSIBILITIES

(a) **General Obligations.** Where input or other information from the UniTek Group is reasonably necessary in connection with the provision of the Services, the Service Recipient will, and will cause the UniTek Group to, deliver such input or other information to USC in a general format and level of detail and at the general times as agreed by the USC and the UniTek Group. If the members of the UniTek Group fail to comply with the foregoing, USC will be relieved of its obligations under Sections 2.1(a) and 2.1(b), as appropriate, to the extent such failure renders performance of the Services or the achievement of such standards described in such Sections impractical or impossible.

(b) **Provision of Access.**

(i) Subject to USC's compliance with Section 2.1(e) above, the USC Personnel will have such access to the UniTek Group's premises, facilities, equipment (including access to telephones, photocopying equipment and the like), software and personnel, during normal business hours and in a manner that does not interfere with the UniTek Group's ability to operate their business, as is reasonably necessary to provide the Services in accordance with the terms of this Agreement.

(ii) Subject to the Service Recipient's compliance with Section 2.1(e) above, the Service Recipient Personnel will have such access to USC's premises, facilities, equipment (including access to telephones, photocopying equipment and the like), software and personnel, during normal

business hours and in a manner that does not interfere with USC's ability to operate their business, as is reasonably necessary to support or receive the Services in accordance with the terms of this Agreement.

ARTICLE 3 PAYMENT

3.1 FEES

(a) In consideration for the Services provided, and in accordance with clauses (i) and (ii) of this Section 3.1(a), USC will invoice the Service Recipient on a fiscal monthly basis in advance for the Fully Burdened Cost of the Services (the "Services Fee") as follows:

(i) For the first seven (7) fiscal months after the Effective Date, USC will invoice the Service Recipients on a fiscal monthly basis in advance for the amounts set forth on Schedule 3.1(a)(i), which represents USC's and the Service Recipient's reasonable estimate of the fiscal monthly Fully Burdened Costs of each such Service;¹

(ii) Beginning in the eighth (8th) fiscal month after the Effective Date, USC will invoice the Service Recipients on a fiscal monthly basis in advance in an amount equal to the average of the amounts invoiced (as adjusted according to Sections 3.1(a)(iii) and 3.2(c)) over the immediately preceding six (6) fiscal month period.

(iii) Within 30 days following the end of each fiscal quarter during the Term, USC shall recalculate the Fully Burdened Cost of each Service and the Invoices for such fiscal quarter (the "Recalculated Fees") and determine whether a true up of the Services Fees is necessary. The Services Fees shall be trueed up based on a comparison of the Recalculated Fees to the Services Fees (the "Fee True Up"). The Fee True Up shall be equal to (x) the Service Fees charged to the Service Recipient over the preceding fiscal quarter, minus (y) the Recalculated Fees for such fiscal quarter. If the Fee True Up is a negative dollar value, it shall be reflected as a payable by the Service Recipient on the next invoice provided by USC, which invoice shall set forth in reasonable detail a description of the Services performed during the prior fiscal quarter requiring a Fee True Up, the location(s) where such Services were performed and received, the date such Services were performed, and any other information agreed to by the Parties. If the Fee True Up is a positive dollar value, it shall be reflected as a credit to the Service Recipient on the next invoice provided by USC. In the event the credit is greater than the Services Fee charged to the Service Recipient in the next invoice, USC shall reimburse the difference between the credit and such Services Fee (the "Reimbursement").

(b) If any other Member receives a refund due to the resolution of a billing dispute, where such resolution changes a cost driver and the allocation of the Fully Burdened Cost of a Service, then USC may recalculate the Services Fee of the Service Recipient for the disputed time period and invoice the Service Recipient for any increases in the Services Fee owed as a result of the changed cost driver.

(c) USC shall deliver to the Lenders' Nominated Representative within forty-five (45) days following the end of each fiscal quarter during the Term a report, the form of which shall be reasonably acceptable to the Lenders' Nominated Representative, containing the invoices issued under Section 3.2(a) of this Agreement for such fiscal quarter, the Recalculated Fees, the Service Fees, the Fee True Up, the Reimbursement, and, to the extent feasible, any additional information relating thereto that is reasonably requested by the Lenders' Nominated Representative.

¹ Note to Draft: Company to provide estimated monthly costs for each Member in Schedule 3.1(a)(i).

3.2 PAYMENTS / BILLING DISPUTES

(a) **Invoices.** On the Effective Date, and thereafter no later than five (5) Business Days prior to the end of each fiscal month during the Term, USC will provide the Service Recipient with an invoice specifying the Services Fee for the following fiscal month (or, in the case of the initial invoice under this Agreement, the fiscal month of the Effective Date), and setting forth in reasonable detail a description of the Services to be performed, the location(s) where the Services are to be performed and received and any other information agreed to by the Parties.

(b) **Payment Terms.** All invoiced amounts or Reimbursements will be payable by the Service Recipient within thirty (30) days after the date of the invoice reflecting such amount or Reimbursement (the “Due Date”). All payments shall be made in U.S. dollars to an account or accounts designated by the receiving Party from time to time. Any such invoiced amounts or Reimbursements that are unpaid after such thirty (30) day period, including as a result of a dispute under Section 3.2(c), will accrue interest at a rate of LIBOR plus 5% per annum from the Due Date until they are paid.

(c) **Billing Disputes.** Each Party must timely make all payments under Section 3.2(b) even in the case of a dispute; provided that upon notice by one Party of a dispute with reasonable specificity of the basis of the dispute, the Parties will promptly address and attempt to resolve all billing disputes pursuant to the following procedures: (i) the Parties shall, for a period of twenty (20) days after notice of the dispute is received by a Party, attempt in good faith to resolve such dispute; (ii) if a dispute is not resolved in accordance with clause (i), such billing disputes will be referred to and finally resolved by arbitration under the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (including the Expedited Procedures set forth therein, which the Parties agree shall apply to all such disputes), which arbitration rules are incorporated by reference into this Section 3.2(c); (iii) the tribunal will consist of a sole arbitrator; (iv) the place of arbitration will be New York, New York; (v) the language of the arbitration will be English; and (vi) process in any such arbitration proceeding may be served on either Party anywhere in the world by notice given to the Party in accordance with Section 7.2. Each Party, in its reasonable discretion, may request additional supporting documentation with respect to such billing dispute. Any amount determined through the dispute resolution procedures set forth in this Section 3.2(c) to be owed by either Party shall be paid by such Party to the other Party within five (5) Business Days after such determination is made. Each Party will pay all Services Fees and other invoiced amounts due, as determined under this Section 3.2, in full without set-off or withholding, including set-off by amounts due under any other contract, agreement or arrangement between the Parties and disputes related thereto.

(d) **Audit Rights.**

(i) The Service Recipient shall have the right to audit, the Services Fees and Recalculated Fees from time to time (but not more than one time with respect to any fiscal quarter) to determine whether they accurately reflect USC’s Fully Burdened Costs actually incurred for providing the Services. Upon request, USC shall reasonably cooperate in any such audit. If, based on any such audit, the Service Recipient determines that there has been an overpayment of any Services Fees, or disagrees with any Services Fees, the Parties will resolve any dispute over amounts paid or payable in accordance with the procedures set forth in Section 3.2(c). Each audit initiated pursuant to this Section 3.2(d)(i) shall be completed at the sole expense of the Service Recipient, and in no event shall such expense exceed \$200,000 per audit.

(ii) In the event (A) the Lenders dispute the amount of the Service Fees and Recalculated Fees in an amount in excess of \$600,000 and (B) the Lenders have provided to the Parties written notice identifying, describing and including reasonable supporting documentation of such

disputed amounts, the Lenders shall have the right to audit the Services Fees and Recalculated Fees to determine whether they accurately reflect USC's Fully Burdened Costs actually incurred for providing the Services; provided, however, that, without limiting any other remedies that the Lenders may have at law or equity, by contract, or otherwise, the Lenders shall be entitled to dispute such amounts no more frequently than once in any twelve (12) month period. Upon request, USC shall reasonably cooperate in any such audit. If, based on any such audit, the Lenders determine that there has been an overpayment or underpayment of Services Fees, the Lenders shall notify both Parties of such underpayment or overpayment (and concurrently provide reasonable supporting documentation, along with the reasoning, for such determination). Within thirty (30) days of receipt of such notice, the Parties shall notify each other and the Lenders whether they agree with the Lenders' determination. If both Parties agree, then any Party owing amounts to the other Party as a result of the audit shall pay such sums to the other Party within five (5) Business Days thereafter. If either Party disputes the determination of the Lenders' audit, any undisputed amounts shall be paid within five (5) Business Days thereafter, and the Parties will resolve the dispute over the remaining amounts in accordance with the procedures set forth in Section 3.2(c). Each audit initiated pursuant to this Section 3.2(d)(ii) shall be completed at the sole expense of DirectSat USA, LLC, and in no event shall such expense exceed \$200,000 per audit.

ARTICLE 4 ADDITIONAL COVENANTS

4.1 RELATIONSHIP BETWEEN THE PARTIES

USC is an independent contractor hired to provide the Services. This Agreement does not constitute, create, give effect to or make either Party agents, employees, franchisees, joint venturers, legal representatives or partners of the other Party or the Unitek Group, and neither Party will represent otherwise to a third party. No employees, subcontractors or representatives of either Party will be deemed to be employees, subcontractors or representatives of the other Party or any Affiliate of the other Party.

4.2 INTELLECTUAL PROPERTY

All intellectual property rights, trade secrets or other proprietary rights in the Services and in any ideas, concepts, inventions or techniques of USC that USC may use, conceive or first reduce to practice in connection with the Services, including any report, computer program (source code and object code) or programming documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, listing, record or other materials, are and will remain the exclusive property of USC. USC in turn will grant the Recipient a worldwide, non-exclusive, irrevocable license, with the right to sublicense, to make, have made, use, sell, offer for sale, import, copy, maintain, modify, enhance, and create derivative works of such intellectual property rights; provided that, for the avoidance of doubt, the Service Recipient shall treat any trade secrets licensed to it hereunder as the Confidential Information of USC, and shall abide by all obligations in Section 4.3 with respect thereto, which obligations shall continue for so long as such intellectual property remains a trade secret (notwithstanding anything to the contrary in Section 4.3(f)). The Parties will execute any assignments or other instruments that may be appropriate or necessary to give full legal effect to this Section 4.2.

4.3 CONFIDENTIALITY

(a) **General.** USC and the Service Recipient (in each case, as applicable, the "Receiving Party") will maintain all Confidential Information of the other (the "Disclosing Party") in strict confidence, and the Receiving Party will use and disclose such Confidential Information only as authorized under this Agreement or as otherwise authorized in writing by the Disclosing Party. The

Receiving Party further agrees to take the same care with the Disclosing Party's Confidential Information as it does with its own, but in no event less than a reasonable degree of care.

(b) **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" means the following types of information and other information of a similar nature of the Disclosing Party, whether set forth in a writing, disclosed by the Disclosing Party's representatives orally or in any other manner: (a) all non-public information and material of the Disclosing Party (and of companies with which the Disclosing Party has entered into confidentiality agreements) which the Receiving Party obtains knowledge of or access to; (b) non-public intellectual property of the Disclosing Party; (c) business and financial information of the Disclosing Party including but not limited to pricing, business plans, forecasts, revenues, expenses, earnings projections, sales data and any and all other non-public financial information; and (d) the terms and conditions of this Agreement.

(c) **Exceptions.** Notwithstanding any of the foregoing, Confidential Information does not include information which: (a) has been made generally available to the public (other than by acts of the Receiving Party or its Affiliates or their respective employees, attorneys, agents, consultants, advisors or representatives in violation of this Agreement), (b) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with the Disclosing Party, (c) was within the possession of the Receiving Party prior to its being furnished to the Receiving Party by or on behalf of the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with the Disclosing Party, or (d) is independently developed by the Receiving Party or one of its employees, attorneys, agents, consultants, advisors or representatives without reference to or use of the Confidential Information. Notwithstanding anything to the contrary herein, neither the Receiving Party nor any of its employees, attorneys, agents, consultants, advisors or representatives shall be precluded from disclosing Confidential Information (a) to its Affiliates on a need-to-know basis, (b) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding as required by applicable law, (c) upon the request or demand of any regulatory authority having jurisdiction over such Person or any of its Affiliates, (d) to any prospective purchaser of, or investor in, any or all of the assets, stock or the business of the Receiving Party or any of its subsidiaries, or to any current or prospective lender to the Receiving Party or any of its subsidiaries, provided that such Person executes and delivers a confidentiality agreement containing obligations of confidentiality that are at least as protective, in all material respects, of the Disclosing Party's Confidential Information as those set forth in this Section 4.3, or (e) as otherwise set forth herein. If the Receiving Party is requested to disclose any of the Disclosing Party's Confidential Information pursuant to any judicial or governmental order, the Receiving Party will promptly notify the Disclosing Party of such order so that the Disclosing Party, in its sole discretion, may seek an appropriate protective order and/or take any other action to prevent or minimize the breadth of such disclosure.

(d) **Reserved.**

(e) **No Implied License.** No license or conveyance of any rights to any Intellectual Property is granted to the Receiving Party by the disclosure of Confidential Information pursuant to this Agreement.

(f) **Survival.** The obligations contained in this Section 4.3 will survive the termination or expiration of this Agreement for a period of three (3) years; provided, however, that notwithstanding the expiration of such three (3) year period, all Confidential Information also received or disclosed pursuant to any other agreement between the Parties to this Agreement or their Affiliates will continue to be governed by the confidentiality provision of any such agreement, to the extent applicable.

(g) **Termination.** Upon termination of a Service, the Parties shall return to the other Party or destroy (at the Disclosing Party's option) all Confidential Information of the applicable Services, unless such Confidential Information is required for performance of the remaining Services. Upon termination of the Agreement, the Parties shall return to the other Party or destroy (at the Disclosing Party's option) all Confidential Information, except to extent and for the period in which a Party is required to hold the Confidential Information in order to comply with surviving obligations in this Agreement or applicable law.

4.4 AUDIT ASSISTANCE

If either Party is subject to (i) a request from or audit by a governmental authority, standards organization or customer or (ii) legal or arbitration proceedings in which such Party requests access to or an audit of books, records, documents or accounting practices and procedures pursuant to applicable laws, rules, regulations, standards or contract provisions and such examination or audit relates to the Services, the other Party will provide, at the sole cost and expense of the requesting Party, all reasonable assistance requested by the Party that is subject to the audit or proceedings in responding to such audits, requests for information, or legal or arbitration proceedings, to the extent that such assistance or information is (a) within the reasonable control of the cooperating Party and (b) related to the Services.

ARTICLE 5 TERM AND TERMINATION

5.1 TERM

This Agreement will commence on the date hereof and remain in effect until the dissolution of the Service Recipient, unless earlier terminated pursuant to Section 5.2 (the term of this Agreement, the "Term").

5.2 TERMINATION

(a) Termination of Specific Services. The Service Recipient may require that USC cease providing all or any part of the Services that USC is required to provide hereunder by providing notice to USC's Nominated Representative which identifies the specific Services to be terminated and the date on which they must be terminated, provided that such date must be at least ninety (90) days after the date on which the notice is delivered. Within thirty (30) days of receipt of such notice of termination, USC shall provide written notice to the Service Recipient if termination of the specified Services would require the termination of any other Services. Within fifteen (15) days of receipt of such notice from USC, the Service Recipient shall provide written notice to USC confirming or rescinding their original cancellation notice.

(b) Termination of the Agreement. This Agreement may be terminated:

- (i) by mutual agreement of Parties in writing;
- (ii) automatically, upon termination of all of the Services in accordance with Section 5.2(a);
- (iii) by USC, upon 10 days advance written notice to the Service Recipient, if USC determines that the Service Recipient is unable to meet its payment obligations under Section 3.2;
- (iv) by USC upon the dissolution of the Service Recipient; and

(v) by the Service Recipient, as set forth in Section 7.3.

5.3 EFFECT OF TERMINATION

If this Agreement expires or is terminated pursuant to Section 5.2(b), all of the Parties' obligations hereunder will terminate, except with respect to any surviving Services, if any, and except that, in any event, Sections 4.1, 4.2, 4.3 (for three (3) years only), 4.4, 7.2, 7.5 through 7.15 as well as Articles 3 and 6, and this Section 5.3, will survive and the Parties' rights to pursue all legal remedies for breaches of the Agreement will survive unimpaired. Following expiration or termination of this Agreement, each Party remains responsible for paying to the other Party all accrued but unpaid Services Fees or Reimbursements, as applicable, through the date of termination, in accordance with Section 3.2. The termination of this Agreement will not be deemed to be an election of remedies by a terminating Party.

ARTICLE 6 WARRANTIES; LIMITATION OF LIABILITY

6.1 WARRANTIES; DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.1(B), NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND EACH PARTY HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE REGARDING SUCH SUBJECT MATTER. To the extent that a Party may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

6.2 LIMITATION ON LIABILITY

(a) **Consequential and Other Damages.** NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DIMINUTION OF VALUE WHATSOEVER WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR ARE A CONSEQUENCE OF, ITS PERFORMANCE OR NONPERFORMANCE HEREUNDER, OR THE PROVISION OF OR FAILURE TO PROVIDE ANY SERVICE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTIONS AND CLAIMS OF CUSTOMERS, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(b) **Liability Cap.** THE AGGREGATE LIABILITY OF EACH PARTY WITH RESPECT TO THIS AGREEMENT (OTHER THAN WITH RESPECT TO SUCH PARTY'S OBLIGATION TO PAY FEES) OR IN CONNECTION WITH THE PERFORMANCE, DELIVERY OR PROVISION OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT SHALL BE LIMITED TO (i) IN THE CASE OF USC, THE FEES PREVIOUSLY PAID TO IT BY THE SERVICE RECIPIENT HEREUNDER, AND (ii) IN THE CASE OF THE SERVICE RECIPIENT, ANY UNPAID AMOUNTS OWED BY IT TO USC HEREUNDER; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE 7 GENERAL PROVISIONS

7.1 NOMINATED REPRESENTATIVES

Each Party and the Lenders will appoint a representative (a “Nominated Representative”) to facilitate communications and performance under this Agreement during the Term. Each Party may treat an act of a Nominated Representative of the other Party as being authorized by such Party without inquiring behind such act or ascertaining whether such Nominated Representative had authority to so act. As of the Effective Date, USC’s Nominated Representative shall be [●]; the Service Recipient’s Nominated Representative shall be [●] and the Lenders’ Nominated Representative shall be [●]. Each Party will have the right at any time and from time to time to replace its Nominated Representative by giving notice in writing to the other Party setting forth the name of the Nominated Representative to be replaced and the name of his or her replacement.

7.2 NOTICES

All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment, or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, facsimile number, e-mail address or individual as a Party may designate by notice to the other Party):

If to the Service Recipient:

- [●]
- [●]
- [●]
- Attention: [●]
- Facsimile: [●]
- E-mail: [●]

If to USC:

- [●]
- [●]
- [●]
- Attention: [●]
- Facsimile: [●]
- E-mail: [●]

with a copy to:

Latham & Watkins LLP
 330 North Wabash Avenue, Suite 2800
 Chicago, IL 60611
 Attention: Richard A. Levy
 Fax: 312-993-9767
 E-mail: richard.levy@lw.com

7.3 FORCE MAJEURE EVENT

Neither Party will be liable or deemed to be in breach of this Agreement for failure or delay of performance caused by a Force Majeure Event as long as the Party whose performance is affected the by the Force Majeure Event notifies the other Party as promptly as practicable thereof and takes commercially reasonable efforts to overcome it and resume performance hereunder as soon as possible. If a Party's performance is affected by a Force Majeure Event, the time for that Party's performance will be extended or, as appropriate, suspended for the duration of the Force Majeure Event without liability, except as otherwise provided in this Agreement. USC shall treat the Service Recipient in the same manner as any other external recipient for the affected Services, if any, in connection with the resumption of performance. During the period of a Force Majeure Event affecting performance by USC of any Service(s), the Service Recipient (a) shall be relieved of the obligation to pay Services Fees for such Services(s) throughout the duration of such Force Majeure Event, (b) shall be entitled to seek an alternative service provider with respect to such Service(s), and (c) shall be entitled to permanently terminate such Service(s) if a Force Majeure Event shall continue to exist for more than fifteen (15) consecutive days, provided that the Service Recipient shall provide written notice of such termination to USC.

7.4 FURTHER ACTIONS

Upon the request of either Party, the other Party will (a) furnish to the requesting Party any additional information, (b) execute and deliver, at its own expense, any other documents and (c) take any other actions as the requesting Party may reasonably require to more effectively carry out the intent of this Agreement.

7.5 ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, including the Existing Services Agreement, and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented or otherwise modified except in a written document executed by the Party against whose interest the modification will operate.

7.6 DRAFTING AND REPRESENTATION

The Parties have participated jointly in the negotiation and drafting of this Agreement. No provision of this Agreement will be interpreted for or against a Party because that Party or its legal representative drafted the provision.

7.7 SEVERABILITY

If a court of competent jurisdiction or arbitral tribunal holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. If the final judgment of a court of competent jurisdiction declares that any term or provision of this is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or other limit of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

7.8 ASSIGNMENT; SUCCESSORS; THIRD-PARTY RIGHTS

Except as otherwise set forth herein, no Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of each Party's respective successors and permitted assigns. The Parties intend the Lenders to be third party beneficiaries of this Agreement solely with respect to Sections 2.1(c)(i), 3.1(c), 3.2(d)(ii) and 7.1. The Parties acknowledge and agree that the Lenders may enforce Sections 2.1(c)(i), 3.1(c), 3.2(d)(ii) and 7.1 as a third party beneficiary hereof. Without limiting the preceding two sentences in any respect, nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties and, in the case of Sections 2.1(c)(i), 3.1(c), 3.2(d)(ii) and 7.1, the Lenders, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assignee under this Section 7.8.

7.9 WAIVER

The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by either Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in a written document signed by the other Party, and (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given.

7.10 RESOLUTION OF DISPUTES

(a) **Dispute Resolution Procedures.** The Parties will cooperate in good faith and use commercially reasonable efforts to informally resolve any disputes under this Agreement. Except as otherwise provided in Section 3.2(c) or Section 7.12, all disputes shall be promptly referred to the Nominated Representatives for resolution. If the Nominated Representatives are unable to resolve any dispute within ten (10) Business Days, either Party may bring an action to resolve the dispute in accordance with Section 7.10(b).

(b) **Consent to Jurisdiction.** Subject to Section 3.2(c), each of the Parties irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Delaware, or if such court does not have jurisdiction, the Court of Chancery of the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state court within the State of Delaware), for the purposes of any action or proceeding arising out of this Agreement or any transaction contemplated hereby. Subject to Section 3.2(c), each of the Parties irrevocably and fully waives the defense of an inconvenient forum to the maintenance of such action or proceeding, and waives any objection it might otherwise have to service of process under law. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action or proceeding arising out of this Agreement or the transactions contemplated hereby in (a) the United States District Court for the District of Delaware or (b) the Court of Chancery of the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state court within the State of Delaware), and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

7.11 WAIVER OF JURY TRIAL

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT WILL INSTEAD BE ARBITRATED PURSUANT TO SECTION 3.2(C) OR TRIED IN A COURT OF COMPETENT JURISDICTION PURSUANT TO SECTION 7.10(B) BY A JUDGE SITTING WITHOUT A JURY.

7.12 INJUNCTIVE RELIEF; SPECIFIC PERFORMANCE

Each Party acknowledges and agrees that other Party would be damaged irreparably if Sections 4.2, 4.3 or 4.4 are not performed in accordance with their specific terms and that any breach of any of those Sections by the other Party would not be adequately compensated in all cases by monetary damages alone. Accordingly, each Party agrees that, in addition to any other right or remedy to which the other Party may be entitled, at law or in equity, it will be entitled to enforce such Sections by a decree of specific performance, and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any such Sections, in each case without posting any bond, security or other undertaking. Furthermore, the Parties acknowledge and agree that if USC were to cease performing the Services in breach of this Agreement, the Service Recipient would suffer irreparable harm, and monetary damages are inadequate compensation for any loss the Service Recipient would suffer as a result. Accordingly, notwithstanding anything to the contrary in this Agreement, in the event of an actual or threatened breach by USC of its obligations to perform the Services, in addition to any other remedy available at Law, and notwithstanding anything to the contrary in Section 3.2(c) or Section 7.10, the Service Recipient shall immediately be entitled to seek equitable relief in accordance with Section 7.10(b) and this Section 7.12 to prevent or remedy any such breach of this Agreement, without the proof of actual damages, including in the form of an injunction or injunctions or orders for specific performance in respect of such breaches. USC agrees to waive any requirement for posting any, security, bond, or other undertaking in connection with any such equitable remedy.

7.13 CONTINUED PERFORMANCE

USC agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of the Agreement.

7.14 GOVERNING LAW

This Agreement will be governed by and construed under the laws of Delaware without regard to conflicts of laws principles that would require the application of any other law.

7.15 COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the

other Parties. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

[The remainder of this page is intentionally blank.]

The Parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

UniTek Services Company LLC

By: _____
Name:
Title:

FTS USA, LLC

By: _____
Name:
Title:

Schedule 1.1

The term “Fully Burdened Cost” represents the total cost to provide a Service. The intent is to assign to the Service all direct costs (including direct labor at average labor rates, direct supervision, benefits, travel and related costs, service-related training and any direct third party costs incurred to provide the Service) as well as a relevant portion of overhead. Overhead includes the necessary costs to support the provision of a Service including indirect labor, building occupancy costs, depreciation, information technology costs, site costs, and supplies. Average departmental labor rates are normally used to charge direct labor to a product or Service. Actual material purchase prices are used to charge direct materials to a product or Service.

I. Methodology. Units providing a Service will use a methodology similar to the following to calculate the Fully Burdened Cost to provide a Service:

The Service to be performed is defined (e.g., Accounts Payable, Accounts Receivable).

- A. Direct costs to provide the Service are charged directly to the cost center providing this Service. These costs generally include direct labor, direct supervision, employee benefits, travel and related costs, service-related training, taxes, permits, and any direct third party costs incurred to provide the Service.
- B. Direct costs will be allocated to the Service being provided using appropriate and available cost drivers, as specified in Section II below.
- C. In the absence of written supporting documentation for certain personnel or services, USC and the Service Recipient may mutually agree on the allocation of such costs, in writing, and such allocation methodology shall continue for a minimum of one quarter, at which time Service Recipient may request a review of such allocation methodology.
- D. An allocation of overhead to the Service being provided will be determined by first identifying relevant overhead costs necessary to support the Service. Second, an appropriate and available cost driver, as specified in Section II below will be used to relate the overhead to the Service being provided.
- E. Fully Burdened Cost is equal to the sum of (i) direct costs as determined in A, B and C, (ii) the allocated overhead as determined in D, and (iii) if and to the extent required under the Internal Revenue Code, a profit margin determined by USC in its reasonable discretion. The unit charge rate for each Service provided is determined by dividing the total cost by the forecast/actual units (e.g., direct hours, etc.).

II. Cost Driver. To allocate certain direct costs and overhead among the Members, the Service Recipient will be responsible for costs in proportion to their actual use of a specific Service or Services in relation to the other Members. The proportional use of a Service will be calculated using appropriate cost drivers, including:

- Direct labor hours or direct labor cost;
- Hardware, parts and supplies consumed;
- Usage hours;
- Number of uses or number of users;

- Total cost of all Services used (for allocating overhead costs);
- Number of orders;
- Number of employees (for allocating human resources services)

III. Overhead Costs Not Included in Overhead Calculations. The following costs will not be included in the overhead portion of Fully Burdened Cost:

- A. Expenses related to USC's chief executive officer, chief financial officer, general counsel, chief operating officer, certain human resources personnel and other corporate employees of USC whose time cannot be reasonably estimated or allocated among the Members, as determined in the sole discretion of USC.
- B. Costs and expenses related to the Board of Directors of USC, Unitek Acquisition, Inc. and UGS (including costs for director and officer insurance at such entities), which, for the avoidance of doubt, shall constitute "Services" under the Agreement.
- C. Insurance costs related to claims paid by UGS or its Affiliates under insurance policies in existence prior to the Effective Date.
- D. Severance costs related to the corporate restructuring of UGS and its Affiliates.

Schedule 2.1(a)(i)
Services

| | |
|--------------------------------------|--|
| Finance, Accounting and Tax Services | <p>Services relating to financial management and accounting, including:</p> <ul style="list-style-type: none"> • Financial accounting and controls; • Operations accounting including production and inventory controlling; • Asset management; • Management reporting including production of the Service Recipient's costs sheets; • Transactional accounting: payables and receivables; • Tax management and filings; • Invoicing; • Follow-up of budget and variances; and • Other financial services as requested by the Service Recipient and agreed to by USC in accordance with the Services Agreement. |
| Vehicle Fleet Services | <p>Services relating to the UniTek Group fleet of vehicles, including administration, management, maintenance and other related services.</p> |
| Human Resources | <p>Services relating to human resources, including:</p> <ul style="list-style-type: none"> • Payroll administration; • Time administration; • Payroll data entry; • General human resources data management; • Compensation and benefits administration and review; • Hiring and termination administration; • Risk/Safety; • Communications; and • Other human resources services as requested by the Service Recipient and agreed to by USC in accordance with the Services Agreement. |

| | |
|--|--|
| Sales and Marketing | Services relating to sales and marketing. |
| Information Technology | Services relating to information technology (“IT”), including administration, support and other related services. |
| Legal Services | Legal advisory services and other related services requested by the Service Recipient and agreed to by USC in accordance with the Services Agreement. |
| Purchasing | Miscellaneous purchasing services, including negotiations with vendors. |
| Collection and Payment Services | <p>Cash management services including invoicing, billing and collection of receivables owed, vouchering and input/coding of invoices approved by Service Recipients or USC itself, and payment of expenses and related services.</p> <p>Treasury management services, including but not limited to oversight and payment of all financing costs, assistance or preparation for service recipients of cash flow forecasts, interaction and reporting to shareholders, Board of Directors, lenders and third parties, and intercompany transfers according to the terms of various agreements.</p> |
| Books and Records; Consolidated Financial Statements | <p>Preparation, collection and updating of books and records by April 1, 2015, in satisfaction of Facility requirements.</p> <p>Preparation of audited financial statements for USC and the Members.</p> |
| Insurance and Claims Management | Services related to procurement, maintenance and management of insurance and claims. |

SERVICES AGREEMENT

This Services Agreement (together with all Schedules hereto, this “Agreement”) is dated January [●], 2015 (the “Effective Date”), by and between UniTek Services Company LLC, a Delaware limited liability company (“USC”), and Pinnacle Wireless USA, Inc., a corporation organized under the laws of Delaware (the “Service Recipient”, and together with USC, the “Parties,” and each, a “Party”).

PRELIMINARY STATEMENTS

A. The Parties are direct or indirect wholly-owned subsidiaries of UniTek Global Services, Inc., a corporation organized under the laws of Delaware (“UGS”).

B. UGS and certain of its direct and indirect subsidiaries and affiliates entered into that certain Joint Prepackaged Plan of Reorganization of UniTek Global Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, dated as of October 21, 2014 (as amended, supplemented and modified from time to time, the “Plan”).

C. Reference is made to that certain Credit and Security Agreement (the “Credit Agreement”), dated as of the date hereof, by and among UGS, certain of its direct and indirect subsidiaries and affiliates (including the Service Recipient) and the Lenders (as defined therein).

D. Pursuant to the terms of the Credit Agreement and the Plan, USC was organized to perform certain services for the Service Recipient, DirectSat USA, LLC, FTS USA, LLC and WireComm Systems (2008) Inc. (each a “Member,” and collectively, the “UniTek Group”) through separate Service Agreements, each dated as of the date hereof, between USC and each Member (collectively, the “Shared Services Agreements”).

E. Prior to the Effective Date, the Service Recipient and the other members of the UniTek Group have transferred to USC certain employees, licenses, leases and other service-related agreements involving services, property or assets utilized by more than one Member, and shall continue to effect other such transfers as promptly as reasonably practicable following the Effective Date.

F. The Parties desire to enter into this Agreement pursuant to which (i) USC will provide certain services to the Service Recipient for an indefinite period (except that with respect to certain services, the period for which such service is to be provided is set forth herein) and (ii) the Service Recipient will pay for the specific services provided by USC at their Fully Burdened Cost.

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINED TERMS; USAGE

1.1 DEFINED TERMS

For the purposes of this Agreement, the following terms and variations on them have the meanings specified in this Section 1.1:

“Additional Service” is defined in Section 2.1(c).

“Affiliates” means any Person that directly, or indirectly through one or more Persons, controls, is controlled by, or is under common control with, the Person specified or, directly or indirectly, is related to or otherwise associated with any such Person; provided, however, in the case of (a) USC, “Affiliates” excludes UGS and its direct and indirect subsidiaries, and (b) Service Recipient, “Affiliates” excludes USC.

“Agreement” is defined in the preamble.

“Business Day” means any day other than a day, which is Saturday or Sunday, or other day on which commercial banks in New York City, New York are authorized or required to be closed.

“Change” is defined in Section 2.1(c)(i).

“Change Request” is defined in Section 2.1(c)(i).

“Confidential Information” is defined in Section 4.3(b).

“Disclosing Party” is defined in Section 4.3(a).

“Due Date” is defined in Section 3.2(b).

“Effective Date” is defined in the preamble.

“Facility” is defined in the Preliminary Statements.

“Fee True Up” is defined in Section 3.1(b).

“Force Majeure Event” means any event that hinders, limits or prevents the performance by a Party of its obligations hereunder or makes such performance commercially impracticable or impossible and that is beyond the reasonable control of such Party, including death, disability, fire, explosion, action of the natural elements, riot, war, acts of terrorism, equipment failure, shortages or unavailability of transportation or raw materials, changes in laws or regulations, orders or decrees and similar events.

“Fully Burdened Cost” is defined in Schedule 1.1.

“Lenders” is defined in the Credit Agreement.

“Member” is defined in the Preliminary Statements.

“Nominated Representative” is defined in Section 7.1.

“Parties” or “Party” is defined in the preamble.

“Person” means an individual or an entity, including a corporation, share company, limited liability company, partnership, trust, association, governmental body or any other body with legal personality separate from its equity holders or members.

“Personnel” means the USC Personnel or the Service Recipient Personnel, as the context requires.

“Plan” is defined in the Preliminary Statements.

“Recalculated Fees” is defined in Section 3.1(b).

“Receiving Party” is defined in Section 4.3(a).

“Receiving Party Personnel” is defined in Section 4.3(d).

“Reimbursement” is defined in Section 3.1(b).

“Schedules” means the schedules hereto.

“Service Modification” is defined in Section 2.1(c).

“Service Recipient” is defined in the preamble.

“Service Recipient Personnel” means any employees, agents or other personnel of the Service Recipient that perform work in connection with any Services.

“Services” is defined in Section 2.1(a)(i).

“Services Fee” is defined in Section 3.1(a).

“Shared Services Agreements” is defined in the Preliminary Statements.

“Term” is defined in Section 5.1.

“Third Party Service Provider” means any third Party subcontractor of USC who provides Services hereunder.

“Transition Plan” is defined in Section 2.1(a)(ii).

“UniTek Group” is defined in the Preliminary Statements.

“UGS” is defined in the Preliminary Statements.

“USC” is defined in the preamble.

“USC Personnel” means any employees, agents or other personnel of USC that perform work in connection with any Services.

1.2 USAGE; GENERAL RULES OF CONSTRUCTION

Any reference in this Agreement to an “Article,” “Section” or “Schedule” refers to the corresponding Article, Section or Schedule of or to this Agreement, unless the context indicates otherwise. The headings of Articles and Sections are provided for convenience only and will not affect the construction or interpretation of this Agreement. All words used in this Agreement should be construed to be of such gender or number as the circumstances require. The terms “include” and “including” indicate examples of a foregoing general statement and not a limitation on that general statement. “Herein”, “hereof” and “hereto” are references to this Agreement. Any definition of or reference to any law, agreement, instrument or other document herein will be construed as referring to such law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified. Any definition of or reference to any statute will be construed as referring also to any rules and regulations promulgated thereunder. Any reference to a Party refers to such Party and its successors and permitted assigns.

**ARTICLE 2
SERVICES**

2.1 SERVICES

(a) **Provision of Services.**

(i) During the Term and subject to Section 2.1(a)(ii), USC will provide the Service Recipient each of the services set forth on Schedule 2.1(a)(i) (each a “Service” and collectively, the “Services”). For the avoidance of doubt, any tasks necessary to accomplish the Services, even if such tasks are not expressly set forth on Schedule 2.1(a)(i), shall be deemed to be part of the “Services” to be performed hereunder. If there is any inconsistency between the terms of the body of this Agreement and any Schedule, the terms of this Agreement will govern, unless the Schedule explicitly states that it is intended to supersede the body of this Agreement.

(ii) USC will provide the Services beginning on the Effective Date. If requested by Service Recipients, the Parties will develop, in consultation with UGS and the UniTek Group, a plan for the transition of specified Services to the Service Recipient (the “Transition Plan”). The Transition Plan will provide for the transition of Services to the Service Recipient within 90 days from written notice by Service Recipient to USC, and will include appropriate support mechanisms, training, and other services, as agreed to by the Parties. The planning and implementation of the Transition Plan will be considered a “Service” for the purposes of this Agreement, and will be invoiced and paid in accordance with Article 3. Upon implementation of a Transition Plan for any Service, USC shall no longer provide this Service.

(b) **Standard of Care; Quantity.** USC will deliver or cause to be delivered the Services that they are obligated to provide hereunder to the Service Recipient:

- (i) during normal business hours;
- (ii) in accordance with this Agreement and applicable law; and
- (iii) in a timely and workmanlike manner.

(c) **Service Modifications and Additional Services.** During the Term, the Parties may, in accordance with the procedures specified in this Section 2.1(c): (x) agree to modify the terms and conditions relating to the performance of or payment for a previously agreed-upon Service to reflect, among other things, new procedures, processes or other methods of providing such Service (a “Service Modification”), or (y) agree upon terms and conditions relating to the provision of services that are in addition to any of the previously agreed-upon Services (an “Additional Service”). For the avoidance of doubt, minor modifications that do not require a change to Schedule 2.1(a)(i) shall not be considered Service Modifications or Additional Services under this Section 2.1(c).

(i) **Change Requests.** If a Party desires a Service Modification or an Additional Service (in each case, a “Change”), the Party requesting the Change will deliver a written description of the proposed Change (a “Change Request”) as follows: (a) in the case of material Change Requests, promptly to the Lenders’ Nominated Representative; (b) in the case of a Change Request by USC, to the Service Recipient’s Nominated Representative; and (c) in the case of a Change Request by the Service Recipient, to USC’s Nominated Representative. In addition, each party will deliver to the Lenders’ Nominated Representative a summary of all nonmaterial Changes implemented pursuant to Section 2.1(c)(v) each quarter, to the extent such Changes resulted from Change Requests delivered by such Party.

(ii) **Meeting of the Parties.** Unless the Party receiving the Change Request agrees to implement the Change Request as proposed, the Nominated Representatives will meet in person or by telephone to discuss the Change Request no later than ten (10) Business Days after delivery of the Change Request to the other Party.

(iii) **Approval of Service Recipient Change Requests.** All Change Requests that are requested by the Service Recipient must be approved by USC's Nominated Representative in writing before the Change may be implemented in accordance with Section 2.1(c)(v) below. Such consent will not be unreasonably withheld, conditioned or delayed. For the purposes of the preceding sentence, the Parties agree that it is not unreasonable for USC's Nominated Representative to: (a) withhold such consent to the extent that such proposed Change would, alone or in the aggregate with other Changes, materially increase the resources expended by USC after giving effect to the Change Request, or (b) condition such consent on the Service Recipient agreeing to bear any increases in USC's cost of performance resulting from such Change.

(iv) **Approval of USC Change Requests.** All Change Requests that are requested by USC must be approved by the Service Recipient's Nominated Representative in writing before the Change may be implemented in accordance with Section 2.1(c)(v) below. Such consent will not be unreasonably withheld, conditioned or delayed. For the purposes of the preceding sentence, the Parties agree that it is not unreasonable for the Service Recipient's Nominated Representative to: (a) withhold such consent to the extent that such proposed Change, alone or in the aggregate with other Changes, would materially adversely affect USC's performance of the Services after giving effect to the Change Request, (b) withhold such consent to the extent that such proposed Change, alone or in the aggregate with other Changes, would require the Service Recipient to dedicate any material resources to effectuate the proposed Change or (c) withhold consent if such proposed Change, alone or in the aggregate with other Changes, would increase costs; provided, however, in each case, if USC reasonably determines that a Change is, from a commercially reasonable standpoint, unavoidable, then the Change can be imposed without the consent of the Service Recipient. In no event shall any such change be made to the extent making such change would constitute an Event of Default under and as defined in the Credit Agreement.

(v) **Implementation of Approved Change.** If a Change Request is approved in accordance with this Section 2.1(c), then Schedule 2.1(a)(i) and the definition of the Services, as applicable, will be amended in accordance with Section 7.5 below as agreed by the Parties to reflect the implementation of the Change Request and any other agreed-upon terms or conditions relating to the Change.

(d) **Personnel.** As between USC and the Service Recipient, USC will have the sole and exclusive responsibility for all USC Personnel, including but not limited to responsibility for the payment of any and all compensation, unemployment insurance, worker's compensation, disability insurance, employee benefits and other employment-related charges and deductions with respect to the USC Personnel.

(e) **Access; Compliance with Security Requirements.**

(i) Unless otherwise agreed to in writing by the Parties, when accessing the Service Recipient's facilities, the USC Personnel will: (i) use such facilities solely for the purpose of providing the Services and not to provide goods or services to or for the benefit of any third party (other than the Members) or for any unlawful purpose; (ii) comply with all policies and procedures governing access to and use of such facilities made known to USC or the USC Personnel in advance, including, without limitation, all commercially reasonable security requirements applicable to accessing such facilities and any systems, technologies, or assets of the Service Recipient; (iii) instruct all USC Personnel, when

visiting such facilities, not to photograph or record, duplicate, remove, disclose, or transmit to a third party any Confidential Information, except as necessary to perform the Services; and (iv) return such space to the Service Recipient in the same or similar condition it was in prior to the USC Personnel's use of such space, ordinary wear and tear excepted. Notwithstanding any other provision of this Agreement to the contrary, the Service Recipient will have the right to refuse access to or immediately to terminate the right of access to its premises or systems by any USC Personnel should the Service Recipient determine in its reasonable discretion for any lawful reason that such termination is in its best interests, provided that all other USC Personnel will continue to have access and at no time will an unreasonable number of USC Personnel be refused such access, and, provided further that if any such refusal or termination of access renders performance by USC to be impractical or impossible, USC will, upon prompt notice by USC to the Service Recipient of its inability to perform, be relieved of any affected obligations, to the extent that they are impractical or impossible to comply with as a result of such refusal or termination of access.

(ii) Unless otherwise agreed to in writing by the Parties, when accessing USC's facilities, the Service Recipient Personnel will: (i) use such facilities solely for the purpose of supporting or receiving the Services and not to obtain other goods or services, to obtain the Services for the benefit of any third party or for any unlawful purpose; (ii) comply with all policies and procedures governing access to and use of such facilities made known to the Service Recipient or the Service Recipient Personnel in advance, including, without limitation, all commercially reasonable security requirements applicable to accessing such facilities and any systems, technologies, or assets of USC; (iii) instruct all Service Recipient Personnel, when visiting such facilities, not to photograph or record, duplicate, remove, disclose, or transmit to a third party any Confidential Information, except as necessary to perform the Services; and (iv) return such space to USC in the same or similar condition it was in prior to the Service Recipient Personnel's use of such space, ordinary wear and tear excepted. Notwithstanding any other provision of this Agreement to the contrary, USC will have the right to refuse access to or immediately to terminate the right of access to its premises or systems by any Service Recipient Personnel should USC determine in its reasonable discretion for any lawful reason that such termination is in its best interests, provided that all other Service Recipient Personnel will continue to have access and at no time will an unreasonable number of Service Recipient Personnel be refused such access.

(f) **Data Backup / System Security.** During the Term, each Party will maintain data backup and recovery procedures in accordance with reasonable commercial practice in connection with all of its systems used in performing or in support of the Services. Each Party shall ensure that the other Party has reasonable access to, with the right to obtain copies of, backups for all of such other Party's data maintained by it, and shall instruct any of its relevant Third Party Service Providers to permit such other Party to access and obtain copies of the backups. While the Parties may agree to restrict such access to certain designated personnel, the Party maintaining the data shall not, at any time, refuse access to the other Party, even during the pendency of any dispute between the Parties. USC will maintain and enforce physical, technical and logical security procedures with respect to the access and maintenance of any Confidential Information of the Service Recipient that is in USC's possession in performing the Services, which procedures shall: (a) be substantially equal to the standards employed by USC with respect to its own Confidential Information; (b) be in compliance in all material respects with applicable laws; and (c) provide commercially reasonably appropriate physical, technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, theft or misuse. Without limiting the generality of the foregoing, each Party will take commercially reasonable measures (in the case of the Service Recipient, to substantially the same degree as employed prior to the Effective Date) to secure and defend its respective location and equipment against "hackers" and others who may seek, without authorization, to modify or access its respective systems, or the information found therein. Each Party will periodically test its respective systems for potential areas where security could be breached. Each Party will report to the other Party promptly any breaches of security or unauthorized access to its

relevant systems that such Party detects or becomes aware of. Each Party will use commercially reasonable efforts to remedy such breach of security or unauthorized access in a timely manner.

(g) **Books and Records.** USC shall keep books and records of the Services provided and commercially reasonable supporting documentation of all charges and expenses incurred in providing such Services, including books and records and reasonable supporting documentation for the calculation of the applicable cost driver(s), and shall produce written records that verify which Services were performed. USC shall make such books and records available to the Service Recipient, upon reasonable notice, during normal business hours.

(h) **Subcontractors.** USC shall not be permitted to engage any Third Party Service Providers to perform any or all of its obligations under this Agreement without the prior written consent of the Service Recipient, which consent may not be unreasonably withheld, conditioned or delayed. To the extent USC uses any Third Party Service Providers for any purpose, USC shall in all cases remain primarily liable for the acts and omissions of such Third Party Service Providers, and shall remain primarily responsible for all of its obligations hereunder with respect to the scope of the Services, the manner in which such Services are performed as set forth in Section 2.1(b) hereof and the content of the Services provided to the Service Recipient. Furthermore, to the extent Third Party Service Providers require representations on behalf of personnel who work for the Service Recipients, USC Personnel shall not be liable for errors, omissions or delays related to such information provided. Notwithstanding the foregoing, USC may subcontract to any Third Party Service Providers who are currently providing services to USC, any Member, or any of their Affiliates without the consent of the Service Recipient.

(i) **Exclusive Remedy.** Without limiting the Parties' rights and remedies under 7.12 and 7.13, if USC breaches its obligations under Sections 2.1(a) or 2.1(b), the Service Recipient's exclusive remedy will be to require USC to perform or re-perform the relevant Services should the Service Recipient reasonably determine that performance or re-performance of the associated Services is commercially practicable.

2.2 OTHER RESPONSIBILITIES

(a) **General Obligations.** Where input or other information from the UniTek Group is reasonably necessary in connection with the provision of the Services, the Service Recipient will, and will cause the UniTek Group to, deliver such input or other information to USC in a general format and level of detail and at the general times as agreed by the USC and the UniTek Group. If the members of the UniTek Group fail to comply with the foregoing, USC will be relieved of its obligations under Sections 2.1(a) and 2.1(b), as appropriate, to the extent such failure renders performance of the Services or the achievement of such standards described in such Sections impractical or impossible.

(b) **Provision of Access.**

(i) Subject to USC's compliance with Section 2.1(e) above, the USC Personnel will have such access to the UniTek Group's premises, facilities, equipment (including access to telephones, photocopying equipment and the like), software and personnel, during normal business hours and in a manner that does not interfere with the UniTek Group's ability to operate their business, as is reasonably necessary to provide the Services in accordance with the terms of this Agreement.

(ii) Subject to the Service Recipient's compliance with Section 2.1(e) above, the Service Recipient Personnel will have such access to USC's premises, facilities, equipment (including access to telephones, photocopying equipment and the like), software and personnel, during normal

business hours and in a manner that does not interfere with USC's ability to operate their business, as is reasonably necessary to support or receive the Services in accordance with the terms of this Agreement.

ARTICLE 3 PAYMENT

3.1 FEES

(a) In consideration for the Services provided, and in accordance with clauses (i) and (ii) of this Section 3.1(a), USC will invoice the Service Recipient on a fiscal monthly basis in advance for the Fully Burdened Cost of the Services (the "Services Fee") as follows:

(i) For the first seven (7) fiscal months after the Effective Date, USC will invoice the Service Recipients on a fiscal monthly basis in advance for the amounts set forth on Schedule 3.1(a)(i), which represents USC's and the Service Recipient's reasonable estimate of the fiscal monthly Fully Burdened Costs of each such Service;¹

(ii) Beginning in the eighth (8th) fiscal month after the Effective Date, USC will invoice the Service Recipients on a fiscal monthly basis in advance in an amount equal to the average of the amounts invoiced (as adjusted according to Sections 3.1(a)(iii) and 3.2(c)) over the immediately preceding six (6) fiscal month period.

(iii) Within 30 days following the end of each fiscal quarter during the Term, USC shall recalculate the Fully Burdened Cost of each Service and the Invoices for such fiscal quarter (the "Recalculated Fees") and determine whether a true up of the Services Fees is necessary. The Services Fees shall be trueed up based on a comparison of the Recalculated Fees to the Services Fees (the "Fee True Up"). The Fee True Up shall be equal to (x) the Service Fees charged to the Service Recipient over the preceding fiscal quarter, minus (y) the Recalculated Fees for such fiscal quarter. If the Fee True Up is a negative dollar value, it shall be reflected as a payable by the Service Recipient on the next invoice provided by USC, which invoice shall set forth in reasonable detail a description of the Services performed during the prior fiscal quarter requiring a Fee True Up, the location(s) where such Services were performed and received, the date such Services were performed, and any other information agreed to by the Parties. If the Fee True Up is a positive dollar value, it shall be reflected as a credit to the Service Recipient on the next invoice provided by USC. In the event the credit is greater than the Services Fee charged to the Service Recipient in the next invoice, USC shall reimburse the difference between the credit and such Services Fee (the "Reimbursement").

(b) If any other Member receives a refund due to the resolution of a billing dispute, where such resolution changes a cost driver and the allocation of the Fully Burdened Cost of a Service, then USC may recalculate the Services Fee of the Service Recipient for the disputed time period and invoice the Service Recipient for any increases in the Services Fee owed as a result of the changed cost driver.

(c) USC shall deliver to the Lenders' Nominated Representative within forty-five (45) days following the end of each fiscal quarter during the Term a report, the form of which shall be reasonably acceptable to the Lenders' Nominated Representative, containing the invoices issued under Section 3.2(a) of this Agreement for such fiscal quarter, the Recalculated Fees, the Service Fees, the Fee True Up, the Reimbursement, and, to the extent feasible, any additional information relating thereto that is reasonably requested by the Lenders' Nominated Representative.

¹ Note to Draft: Company to provide estimated monthly costs for each Member in Schedule 3.1(a)(i).

3.2 PAYMENTS / BILLING DISPUTES

(a) **Invoices.** On the Effective Date, and thereafter no later than five (5) Business Days prior to the end of each fiscal month during the Term, USC will provide the Service Recipient with an invoice specifying the Services Fee for the following fiscal month (or, in the case of the initial invoice under this Agreement, the fiscal month of the Effective Date), and setting forth in reasonable detail a description of the Services to be performed, the location(s) where the Services are to be performed and received and any other information agreed to by the Parties.

(b) **Payment Terms.** All invoiced amounts or Reimbursements will be payable by the Service Recipient within thirty (30) days after the date of the invoice reflecting such amount or Reimbursement (the “Due Date”); provided, however, that so long as amounts are in the Pinnacle Cash Account (as defined in the Credit Agreement), payments of all such invoiced amounts or Reimbursements shall be made by USC by offsets against the amounts on deposit in such Pinnacle Cash Account. All payments shall be made in U.S. dollars to an account or accounts designated by the receiving Party from time to time. Any such invoiced amounts or Reimbursements that are unpaid after such thirty (30) day period, including as a result of a dispute under Section 3.2(c), will accrue interest at a rate of LIBOR plus 5% per annum from the Due Date until they are paid.

(c) **Billing Disputes.** Each Party must timely make all payments under Section 3.2(b) even in the case of a dispute; provided that upon notice by one Party of a dispute with reasonable specificity of the basis of the dispute, the Parties will promptly address and attempt to resolve all billing disputes pursuant to the following procedures: (i) the Parties shall, for a period of twenty (20) days after notice of the dispute is received by a Party, attempt in good faith to resolve such dispute; (ii) if a dispute is not resolved in accordance with clause (i), such billing disputes will be referred to and finally resolved by arbitration under the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (including the Expedited Procedures set forth therein, which the Parties agree shall apply to all such disputes), which arbitration rules are incorporated by reference into this Section 3.2(c); (iii) the tribunal will consist of a sole arbitrator; (iv) the place of arbitration will be New York, New York; (v) the language of the arbitration will be English; and (vi) process in any such arbitration proceeding may be served on either Party anywhere in the world by notice given to the Party in accordance with Section 7.2. Each Party, in its reasonable discretion, may request additional supporting documentation with respect to such billing dispute. Any amount determined through the dispute resolution procedures set forth in this Section 3.2(c) to be owed by either Party shall be paid by such Party to the other Party within five (5) Business Days after such determination is made. Each Party will pay all Services Fees and other invoiced amounts due, as determined under this Section 3.2, in full without set-off or withholding, including set-off by amounts due under any other contract, agreement or arrangement between the Parties and disputes related thereto.

(d) **Audit Rights.**

(i) The Service Recipient shall have the right to audit, the Services Fees and Recalculated Fees from time to time (but not more than one time with respect to any fiscal quarter) to determine whether they accurately reflect USC’s Fully Burdened Costs actually incurred for providing the Services. Upon request, USC shall reasonably cooperate in any such audit. If, based on any such audit, the Service Recipient determines that there has been an overpayment of any Services Fees, or disagrees with any Services Fees, the Parties will resolve any dispute over amounts paid or payable in accordance with the procedures set forth in Section 3.2(c). Each audit initiated pursuant to this Section 3.2(d)(i) shall be completed at the sole expense of the Service Recipient, and in no event shall such expense exceed \$200,000 per audit.

(ii) In the event (A) the Lenders dispute the amount of the Service Fees and Recalculated Fees in an amount in excess of \$600,000 and (B) the Lenders have provided to the Parties written notice identifying, describing and including reasonable supporting documentation of such disputed amounts, the Lenders shall have the right to audit the Services Fees and Recalculated Fees to determine whether they accurately reflect USC's Fully Burdened Costs actually incurred for providing the Services; provided, however, that, without limiting any other remedies that the Lenders may have at law or equity, by contract, or otherwise, the Lenders shall be entitled to dispute such amounts no more frequently than once in any twelve (12) month period. Upon request, USC shall reasonably cooperate in any such audit. If, based on any such audit, the Lenders determine that there has been an overpayment or underpayment of Services Fees, the Lenders shall notify both Parties of such underpayment or overpayment (and concurrently provide reasonable supporting documentation, along with the reasoning, for such determination). Within thirty (30) days of receipt of such notice, the Parties shall notify each other and the Lenders whether they agree with the Lenders' determination. If both Parties agree, then any Party owing amounts to the other Party as a result of the audit shall pay such sums to the other Party within five (5) Business Days thereafter. If either Party disputes the determination of the Lenders' audit, any undisputed amounts shall be paid within five (5) Business Days thereafter, and the Parties will resolve the dispute over the remaining amounts in accordance with the procedures set forth in Section 3.2(c). Each audit initiated pursuant to this Section 3.2(d)(ii) shall be completed at the sole expense of DirectSat USA, LLC, and in no event shall such expense exceed \$200,000 per audit.

ARTICLE 4 ADDITIONAL COVENANTS

4.1 RELATIONSHIP BETWEEN THE PARTIES

USC is an independent contractor hired to provide the Services. This Agreement does not constitute, create, give effect to or make either Party agents, employees, franchisees, joint venturers, legal representatives or partners of the other Party or the Unitek Group, and neither Party will represent otherwise to a third party. No employees, subcontractors or representatives of either Party will be deemed to be employees, subcontractors or representatives of the other Party or any Affiliate of the other Party.

4.2 INTELLECTUAL PROPERTY

All intellectual property rights, trade secrets or other proprietary rights in the Services and in any ideas, concepts, inventions or techniques of USC that USC may use, conceive or first reduce to practice in connection with the Services, including any report, computer program (source code and object code) or programming documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, listing, record or other materials, are and will remain the exclusive property of USC. USC in turn will grant the Recipient a worldwide, non-exclusive, irrevocable license, with the right to sublicense, to make, have made, use, sell, offer for sale, import, copy, maintain, modify, enhance, and create derivative works of such intellectual property rights; provided that, for the avoidance of doubt, the Service Recipient shall treat any trade secrets licensed to it hereunder as the Confidential Information of USC, and shall abide by all obligations in Section 4.3 with respect thereto, which obligations shall continue for so long as such intellectual property remains a trade secret (notwithstanding anything to the contrary in Section 4.3(f)). The Parties will execute any assignments or other instruments that may be appropriate or necessary to give full legal effect to this Section 4.2.

4.3 CONFIDENTIALITY

(a) **General.** USC and the Service Recipient (in each case, as applicable, the “Receiving Party”) will maintain all Confidential Information of the other (the “Disclosing Party”) in strict confidence, and the Receiving Party will use and disclose such Confidential Information only as authorized under this Agreement or as otherwise authorized in writing by the Disclosing Party. The Receiving Party further agrees to take the same care with the Disclosing Party’s Confidential Information as it does with its own, but in no event less than a reasonable degree of care.

(b) **Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” means the following types of information and other information of a similar nature of the Disclosing Party, whether set forth in a writing, disclosed by the Disclosing Party’s representatives orally or in any other manner: (a) all non-public information and material of the Disclosing Party (and of companies with which the Disclosing Party has entered into confidentiality agreements) which the Receiving Party obtains knowledge of or access to; (b) non-public intellectual property of the Disclosing Party; (c) business and financial information of the Disclosing Party including but not limited to pricing, business plans, forecasts, revenues, expenses, earnings projections, sales data and any and all other non-public financial information; and (d) the terms and conditions of this Agreement.

(c) **Exceptions.** Notwithstanding any of the foregoing, Confidential Information does not include information which: (a) has been made generally available to the public (other than by acts of the Receiving Party or its Affiliates or their respective employees, attorneys, agents, consultants, advisors or representatives in violation of this Agreement), (b) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with the Disclosing Party, (c) was within the possession of the Receiving Party prior to its being furnished to the Receiving Party by or on behalf of the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with the Disclosing Party, or (d) is independently developed by the Receiving Party or one of its employees, attorneys, agents, consultants, advisors or representatives without reference to or use of the Confidential Information. Notwithstanding anything to the contrary herein, neither the Receiving Party nor any of its employees, attorneys, agents, consultants, advisors or representatives shall be precluded from disclosing Confidential Information (a) to its Affiliates on a need-to-know basis, (b) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding as required by applicable law, (c) upon the request or demand of any regulatory authority having jurisdiction over such Person or any of its Affiliates, (d) to any prospective purchaser of, or investor in, any or all of the assets, stock or the business of the Receiving Party or any of its subsidiaries, or to any current or prospective lender to the Receiving Party or any of its subsidiaries, provided that such Person executes and delivers a confidentiality agreement containing obligations of confidentiality that are at least as protective, in all material respects, of the Disclosing Party’s Confidential Information as those set forth in this Section 4.3, or (e) as otherwise set forth herein. If the Receiving Party is requested to disclose any of the Disclosing Party’s Confidential Information pursuant to any judicial or governmental order, the Receiving Party will promptly notify the Disclosing Party of such order so that the Disclosing Party, in its sole discretion, may seek an appropriate protective order and/or take any other action to prevent or minimize the breadth of such disclosure.

(d) **Reserved.**

(e) **No Implied License.** No license or conveyance of any rights to any Intellectual Property is granted to the Receiving Party by the disclosure of Confidential Information pursuant to this Agreement.

(f) **Survival.** The obligations contained in this Section 4.3 will survive the termination or expiration of this Agreement for a period of three (3) years; provided, however, that notwithstanding the

expiration of such three (3) year period, all Confidential Information also received or disclosed pursuant to any other agreement between the Parties to this Agreement or their Affiliates will continue to be governed by the confidentiality provision of any such agreement, to the extent applicable.

(g) **Termination.** Upon termination of a Service, the Parties shall return to the other Party or destroy (at the Disclosing Party's option) all Confidential Information of the applicable Services, unless such Confidential Information is required for performance of the remaining Services. Upon termination of the Agreement, the Parties shall return to the other Party or destroy (at the Disclosing Party's option) all Confidential Information, except to extent and for the period in which a Party is required to hold the Confidential Information in order to comply with surviving obligations in this Agreement or applicable law.

4.4 AUDIT ASSISTANCE

If either Party is subject to (i) a request from or audit by a governmental authority, standards organization or customer or (ii) legal or arbitration proceedings in which such Party requests access to or an audit of books, records, documents or accounting practices and procedures pursuant to applicable laws, rules, regulations, standards or contract provisions and such examination or audit relates to the Services, the other Party will provide, at the sole cost and expense of the requesting Party, all reasonable assistance requested by the Party that is subject to the audit or proceedings in responding to such audits, requests for information, or legal or arbitration proceedings, to the extent that such assistance or information is (a) within the reasonable control of the cooperating Party and (b) related to the Services.

ARTICLE 5 TERM AND TERMINATION

5.1 TERM

This Agreement will commence on the date hereof and remain in effect until the dissolution of the Service Recipient, unless earlier terminated pursuant to Section 5.2 (the term of this Agreement, the "Term").

5.2 TERMINATION

(a) Termination of Specific Services. The Service Recipient may require that USC cease providing all or any part of the Services that USC is required to provide hereunder by providing notice to USC's Nominated Representative which identifies the specific Services to be terminated and the date on which they must be terminated, provided that such date must be at least ninety (90) days after the date on which the notice is delivered. Within thirty (30) days of receipt of such notice of termination, USC shall provide written notice to the Service Recipient if termination of the specified Services would require the termination of any other Services. Within fifteen (15) days of receipt of such notice from USC, the Service Recipient shall provide written notice to USC confirming or rescinding their original cancellation notice.

(b) Termination of the Agreement. This Agreement may be terminated:

- (i) by mutual agreement of Parties in writing;
- (ii) automatically, upon termination of all of the Services in accordance with

Section 5.2(a);

- (iii) by USC, upon 10 days advance written notice to the Service Recipient, if USC determines that the Service Recipient is unable to meet its payment obligations under Section 3.2;
- (iv) by USC upon the dissolution of the Service Recipient; and
- (v) by the Service Recipient, as set forth in Section 7.3.

5.3 EFFECT OF TERMINATION

If this Agreement expires or is terminated pursuant to Section 5.2(b), all of the Parties' obligations hereunder will terminate, except with respect to any surviving Services, if any, and except that, in any event, Sections 4.1, 4.2, 4.3 (for three (3) years only), 4.4, 7.2, 7.5 through 7.15 as well as Articles 3 and 6, and this Section 5.3, will survive and the Parties' rights to pursue all legal remedies for breaches of the Agreement will survive unimpaired. Following expiration or termination of this Agreement, each Party remains responsible for paying to the other Party all accrued but unpaid Services Fees or Reimbursements, as applicable, through the date of termination, in accordance with Section 3.2. The termination of this Agreement will not be deemed to be an election of remedies by a terminating Party.

ARTICLE 6 WARRANTIES; LIMITATION OF LIABILITY

6.1 WARRANTIES; DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.1(B), NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND EACH PARTY HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE REGARDING SUCH SUBJECT MATTER. To the extent that a Party may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

6.2 LIMITATION ON LIABILITY

(a) **Consequential and Other Damages.** NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DIMINUTION OF VALUE WHATSOEVER WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR ARE A CONSEQUENCE OF, ITS PERFORMANCE OR NONPERFORMANCE HEREUNDER, OR THE PROVISION OF OR FAILURE TO PROVIDE ANY SERVICE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTIONS AND CLAIMS OF CUSTOMERS, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(b) **Liability Cap.** THE AGGREGATE LIABILITY OF EACH PARTY WITH RESPECT TO THIS AGREEMENT (OTHER THAN WITH RESPECT TO SUCH PARTY'S OBLIGATION TO PAY FEES) OR IN CONNECTION WITH THE PERFORMANCE, DELIVERY OR PROVISION OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT SHALL BE LIMITED TO (i) IN THE CASE OF USC, THE FEES PREVIOUSLY PAID TO IT BY THE SERVICE RECIPIENT HEREUNDER, AND (ii) IN THE CASE OF THE SERVICE RECIPIENT, ANY UNPAID AMOUNTS OWED BY IT TO USC HEREUNDER; PROVIDED, HOWEVER, THAT THE FOREGOING

LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**ARTICLE 7
GENERAL PROVISIONS**

7.1 NOMINATED REPRESENTATIVES

Each Party and the Lenders will appoint a representative (a “Nominated Representative”) to facilitate communications and performance under this Agreement during the Term. Each Party may treat an act of a Nominated Representative of the other Party as being authorized by such Party without inquiring behind such act or ascertaining whether such Nominated Representative had authority to so act. As of the Effective Date, USC’s Nominated Representative shall be [●]; the Service Recipient’s Nominated Representative shall be [●] and the Lenders’ Nominated Representative shall be [●]. Each Party will have the right at any time and from time to time to replace its Nominated Representative by giving notice in writing to the other Party setting forth the name of the Nominated Representative to be replaced and the name of his or her replacement.

7.2 NOTICES

All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment, or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, facsimile number, e-mail address or individual as a Party may designate by notice to the other Party):

If to the Service Recipient:

- [●]
- [●]
- [●]
- Attention: [●]
- Facsimile: [●]
- E-mail: [●]

If to USC:

- [●]
- [●]
- [●]
- Attention: [●]
- Facsimile: [●]
- E-mail: [●]

with a copy to:

Latham & Watkins LLP

330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attention: Richard A. Levy
Fax: 312-993-9767
E-mail: richard.levy@lw.com

7.3 FORCE MAJEURE EVENT

Neither Party will be liable or deemed to be in breach of this Agreement for failure or delay of performance caused by a Force Majeure Event as long as the Party whose performance is affected the by the Force Majeure Event notifies the other Party as promptly as practicable thereof and takes commercially reasonable efforts to overcome it and resume performance hereunder as soon as possible. If a Party's performance is affected by a Force Majeure Event, the time for that Party's performance will be extended or, as appropriate, suspended for the duration of the Force Majeure Event without liability, except as otherwise provided in this Agreement. USC shall treat the Service Recipient in the same manner as any other external recipient for the affected Services, if any, in connection with the resumption of performance. During the period of a Force Majeure Event affecting performance by USC of any Service(s), the Service Recipient (a) shall be relieved of the obligation to pay Services Fees for such Services(s) throughout the duration of such Force Majeure Event, (b) shall be entitled to seek an alternative service provider with respect to such Service(s), and (c) shall be entitled to permanently terminate such Service(s) if a Force Majeure Event shall continue to exist for more than fifteen (15) consecutive days, provided that the Service Recipient shall provide written notice of such termination to USC.

7.4 FURTHER ACTIONS

Upon the request of either Party, the other Party will (a) furnish to the requesting Party any additional information, (b) execute and deliver, at its own expense, any other documents and (c) take any other actions as the requesting Party may reasonably require to more effectively carry out the intent of this Agreement.

7.5 ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, including the Existing Services Agreement, and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented or otherwise modified except in a written document executed by the Party against whose interest the modification will operate.

7.6 DRAFTING AND REPRESENTATION

The Parties have participated jointly in the negotiation and drafting of this Agreement. No provision of this Agreement will be interpreted for or against a Party because that Party or its legal representative drafted the provision.

7.7 SEVERABILITY

If a court of competent jurisdiction or arbitral tribunal holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. If the final judgment of a court of competent

jurisdiction declares that any term or provision of this is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or other limit of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

7.8 ASSIGNMENT; SUCCESSORS; THIRD-PARTY RIGHTS

Except as otherwise set forth herein, no Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of each Party's respective successors and permitted assigns. The Parties intend the Lenders to be third party beneficiaries of this Agreement solely with respect to Sections 2.1(c)(i), 3.1(c), 3.2(d)(ii) and 7.1. The Parties acknowledge and agree that the Lenders may enforce Sections 2.1(c)(i), 3.1(c), 3.2(d)(ii) and 7.1 as a third party beneficiary hereof. Without limiting the preceding two sentences in any respect, nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties and, in the case of Sections 2.1(c)(i), 3.1(c), 3.2(d)(ii) and 7.1, the Lenders, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assignee under this Section 7.8.

7.9 WAIVER

The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by either Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in a written document signed by the other Party, and (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given.

7.10 RESOLUTION OF DISPUTES

(a) **Dispute Resolution Procedures.** The Parties will cooperate in good faith and use commercially reasonable efforts to informally resolve any disputes under this Agreement. Except as otherwise provided in Section 3.2(c) or Section 7.12, all disputes shall be promptly referred to the Nominated Representatives for resolution. If the Nominated Representatives are unable to resolve any dispute within ten (10) Business Days, either Party may bring an action to resolve the dispute in accordance with Section 7.10(b).

(b) **Consent to Jurisdiction.** Subject to Section 3.2(c), each of the Parties irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Delaware, or if such court does not have jurisdiction, the Court of Chancery of the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state court within the State of Delaware), for the purposes of any action or proceeding arising out of this Agreement or any transaction contemplated hereby. Subject to Section 3.2(c), each of the Parties irrevocably and fully waives the defense of an inconvenient forum to the maintenance of such action or proceeding, and waives any objection it might otherwise have to service of process under law. Each of the Parties irrevocably and

unconditionally waives any objection to the laying of venue of any action or proceeding arising out of this Agreement or the transactions contemplated hereby in (a) the United States District Court for the District of Delaware or (b) the Court of Chancery of the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state court within the State of Delaware), and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

7.11 WAIVER OF JURY TRIAL

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT WILL INSTEAD BE ARBITRATED PURSUANT TO SECTION 3.2(C) OR TRIED IN A COURT OF COMPETENT JURISDICTION PURSUANT TO SECTION 7.10(B) BY A JUDGE SITTING WITHOUT A JURY.

7.12 INJUNCTIVE RELIEF; SPECIFIC PERFORMANCE

Each Party acknowledges and agrees that other Party would be damaged irreparably if Sections 4.2, 4.3 or 4.4 are not performed in accordance with their specific terms and that any breach of any of those Sections by the other Party would not be adequately compensated in all cases by monetary damages alone. Accordingly, each Party agrees that, in addition to any other right or remedy to which the other Party may be entitled, at law or in equity, it will be entitled to enforce such Sections by a decree of specific performance, and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any such Sections, in each case without posting any bond, security or other undertaking. Furthermore, the Parties acknowledge and agree that if USC were to cease performing the Services in breach of this Agreement, the Service Recipient would suffer irreparable harm, and monetary damages are inadequate compensation for any loss the Service Recipient would suffer as a result. Accordingly, notwithstanding anything to the contrary in this Agreement, in the event of an actual or threatened breach by USC of its obligations to perform the Services, in addition to any other remedy available at Law, and notwithstanding anything to the contrary in Section 3.2(c) or Section 7.10, the Service Recipient shall immediately be entitled to seek equitable relief in accordance with Section 7.10(b) and this Section 7.12 to prevent or remedy any such breach of this Agreement, without the proof of actual damages, including in the form of an injunction or injunctions or orders for specific performance in respect of such breaches. USC agrees to waive any requirement for posting any, security, bond, or other undertaking in connection with any such equitable remedy.

7.13 CONTINUED PERFORMANCE

USC agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of the Agreement.

7.14 GOVERNING LAW

This Agreement will be governed by and construed under the laws of Delaware without regard to conflicts of laws principles that would require the application of any other law.

7.15 COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Parties. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

[The remainder of this page is intentionally blank.]

The Parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

UniTek Services Company LLC

By: _____
Name:
Title:

Pinnacle Wireless USA, Inc.

By: _____
Name:
Title:

Schedule 1.1

The term “Fully Burdened Cost” represents the total cost to provide a Service. The intent is to assign to the Service all direct costs (including direct labor at average labor rates, direct supervision, benefits, travel and related costs, service-related training and any direct third party costs incurred to provide the Service) as well as a relevant portion of overhead. Overhead includes the necessary costs to support the provision of a Service including indirect labor, building occupancy costs, depreciation, information technology costs, site costs, and supplies. Average departmental labor rates are normally used to charge direct labor to a product or Service. Actual material purchase prices are used to charge direct materials to a product or Service.

I. Methodology. Units providing a Service will use a methodology similar to the following to calculate the Fully Burdened Cost to provide a Service:

The Service to be performed is defined (e.g., Accounts Payable, Accounts Receivable).

- A. Direct costs to provide the Service are charged directly to the cost center providing this Service. These costs generally include direct labor, direct supervision, employee benefits, travel and related costs, service-related training, taxes, permits, and any direct third party costs incurred to provide the Service.
- B. Direct costs will be allocated to the Service being provided using appropriate and available cost drivers, as specified in Section II below.
- C. In the absence of written supporting documentation for certain personnel or services, USC and the Service Recipient may mutually agree on the allocation of such costs, in writing, and such allocation methodology shall continue for a minimum of one quarter, at which time Service Recipient may request a review of such allocation methodology.
- D. An allocation of overhead to the Service being provided will be determined by first identifying relevant overhead costs necessary to support the Service. Second, an appropriate and available cost driver, as specified in Section II below will be used to relate the overhead to the Service being provided.
- E. Fully Burdened Cost is equal to the sum of (i) direct costs as determined in A, B and C, (ii) the allocated overhead as determined in D, and (iii) if and to the extent required under the Internal Revenue Code, a profit margin determined by USC in its reasonable discretion. The unit charge rate for each Service provided is determined by dividing the total cost by the forecast/actual units (e.g., direct hours, etc.).

II. Cost Driver. To allocate certain direct costs and overhead among the Members, the Service Recipient will be responsible for costs in proportion to their actual use of a specific Service or Services in relation to the other Members. The proportional use of a Service will be calculated using appropriate cost drivers, including:

- Direct labor hours or direct labor cost;
- Hardware, parts and supplies consumed;
- Usage hours;
- Number of uses or number of users;

- Total cost of all Services used (for allocating overhead costs);
- Number of orders;
- Number of employees (for allocating human resources services)

III. Overhead Costs Not Included in Overhead Calculations. The following costs will not be included in the overhead portion of Fully Burdened Cost:

- A. Expenses related to USC's chief executive officer, chief financial officer, general counsel, chief operating officer, certain human resources personnel and other corporate employees of USC whose time cannot be reasonably estimated or allocated among the Members, as determined in the sole discretion of USC.
- B. Costs and expenses related to the Board of Directors of USC, Unitek Acquisition, Inc. and UGS (including costs for director and officer insurance at such entities), which, for the avoidance of doubt, shall constitute "Services" under the Agreement.
- C. Insurance costs related to claims paid by UGS or its Affiliates under insurance policies in existence prior to the Effective Date.
- D. Severance costs related to the corporate restructuring of UGS and its Affiliates.

Schedule 2.1(a)(i)
Services

| | |
|--------------------------------------|--|
| Finance, Accounting and Tax Services | <p>Services relating to financial management and accounting, including:</p> <ul style="list-style-type: none"> • Financial accounting and controls; • Operations accounting including production and inventory controlling; • Asset management; • Management reporting including production of the Service Recipient's costs sheets; • Transactional accounting: payables and receivables; • Tax management and filings; • Invoicing; • Follow-up of budget and variances; and • Other financial services as requested by the Service Recipient and agreed to by USC in accordance with the Services Agreement. |
| Vehicle Fleet Services | <p>Services relating to the UniTek Group fleet of vehicles, including administration, management, maintenance and other related services.</p> |
| Human Resources | <p>Services relating to human resources, including:</p> <ul style="list-style-type: none"> • Payroll administration; • Time administration; • Payroll data entry; • General human resources data management; • Compensation and benefits administration and review; • Hiring and termination administration; • Risk/Safety; • Communications; and • Other human resources services as requested by the Service Recipient and agreed to by USC in accordance with the Services Agreement. |

| | |
|--|--|
| Sales and Marketing | Services relating to sales and marketing. |
| Information Technology | Services relating to information technology (“ <u>IT</u> ”), including administration, support and other related services. |
| Legal Services | Legal advisory services and other related services requested by the Service Recipient and agreed to by USC in accordance with the Services Agreement. |
| Purchasing | Miscellaneous purchasing services, including negotiations with vendors. |
| Collection and Payment Services | <p>Cash management services including invoicing, billing and collection of receivables owed, vouchering and input/coding of invoices approved by Service Recipients or USC itself, and payment of expenses and related services.</p> <p>Treasury management services, including but not limited to oversight and payment of all financing costs, assistance or preparation for service recipients of cash flow forecasts, interaction and reporting to shareholders, Board of Directors, lenders and third parties, and intercompany transfers according to the terms of various agreements.</p> |
| Books and Records; Consolidated Financial Statements | <p>Preparation, collection and updating of books and records by April 1, 2015, in satisfaction of Facility requirements.</p> <p>Preparation of audited financial statements for USC and the Members.</p> |
| Insurance and Claims Management | Services related to procurement, maintenance and management of insurance and claims. |

SERVICES AGREEMENT

This Services Agreement (together with all Schedules hereto, this “Agreement”) is dated January [●], 2015 (the “Effective Date”), by and between UniTek Services Company LLC, a Delaware limited liability company (“USC”), and WireComm Systems (2008) Inc., a corporation organized under the laws of Canada (the “Service Recipient”, and together with USC, the “Parties,” and each, a “Party”).

PRELIMINARY STATEMENTS

A. The Parties are direct or indirect wholly-owned subsidiaries of UniTek Global Services, Inc., a corporation organized under the laws of Delaware (“UGS”).

B. UGS and certain of its direct and indirect subsidiaries and affiliates entered into that certain Joint Prepackaged Plan of Reorganization of UniTek Global Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, dated as of October 21, 2014 (as amended, supplemented and modified from time to time, the “Plan”).

C. Reference is made to that certain Credit and Security Agreement (the “Credit Agreement”), dated as of the date hereof, by and among UGS, certain of its direct and indirect subsidiaries and affiliates (including the Service Recipient) and the Lenders (as defined therein).

D. Pursuant to the terms of the Credit Agreement and the Plan, USC was organized to perform certain services for the Service Recipient, DirectSat USA, LLC, FTS USA, LLC and Pinnacle Wireless USA, Inc. (each a “Member,” and collectively, the “UniTek Group”) through separate Service Agreements, each dated as of the date hereof, between USC and each Member (collectively, the “Shared Services Agreements”).

E. Prior to the Effective Date, the Service Recipient and the other members of the UniTek Group have transferred to USC certain employees, licenses, leases and other service-related agreements involving services, property or assets utilized by more than one Member, and shall continue to effect other such transfers as promptly as reasonably practicable following the Effective Date.

F. The Parties desire to enter into this Agreement pursuant to which (i) USC will provide certain services to the Service Recipient for an indefinite period (except that with respect to certain services, the period for which such service is to be provided is set forth herein) and (ii) the Service Recipient will pay for the specific services provided by USC at their Fully Burdened Cost.

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINED TERMS; USAGE

1.1 DEFINED TERMS

For the purposes of this Agreement, the following terms and variations on them have the meanings specified in this Section 1.1:

“Additional Service” is defined in Section 2.1(c).

“Affiliates” means any Person that directly, or indirectly through one or more Persons, controls, is controlled by, or is under common control with, the Person specified or, directly or indirectly, is related to or otherwise associated with any such Person; provided, however, in the case of (a) USC, “Affiliates” excludes UGS and its direct and indirect subsidiaries, and (b) Service Recipient, “Affiliates” excludes USC.

“Agreement” is defined in the preamble.

“Business Day” means any day other than a day, which is Saturday or Sunday, or other day on which commercial banks in New York City, New York are authorized or required to be closed.

“Change” is defined in Section 2.1(c)(i).

“Change Request” is defined in Section 2.1(c)(i).

“Confidential Information” is defined in Section 4.3(b).

“Disclosing Party” is defined in Section 4.3(a).

“Due Date” is defined in Section 3.2(b).

“Effective Date” is defined in the preamble.

“Facility” is defined in the Preliminary Statements.

“Fee True Up” is defined in Section 3.1(b).

“Force Majeure Event” means any event that hinders, limits or prevents the performance by a Party of its obligations hereunder or makes such performance commercially impracticable or impossible and that is beyond the reasonable control of such Party, including death, disability, fire, explosion, action of the natural elements, riot, war, acts of terrorism, equipment failure, shortages or unavailability of transportation or raw materials, changes in laws or regulations, orders or decrees and similar events.

“Fully Burdened Cost” is defined in Schedule 1.1.

“Lenders” is defined in the Credit Agreement.

“Member” is defined in the Preliminary Statements.

“Nominated Representative” is defined in Section 7.1.

“Parties” or “Party” is defined in the preamble.

“Person” means an individual or an entity, including a corporation, share company, limited liability company, partnership, trust, association, governmental body or any other body with legal personality separate from its equity holders or members.

“Personnel” means the USC Personnel or the Service Recipient Personnel, as the context requires.

“Plan” is defined in the Preliminary Statements.

“Recalculated Fees” is defined in Section 3.1(b).

“Receiving Party” is defined in Section 4.3(a).

“Receiving Party Personnel” is defined in Section 4.3(d).

“Reimbursement” is defined in Section 3.1(b).

“Schedules” means the schedules hereto.

“Service Modification” is defined in Section 2.1(c).

“Service Recipient” is defined in the preamble.

“Service Recipient Personnel” means any employees, agents or other personnel of the Service Recipient that perform work in connection with any Services.

“Services” is defined in Section 2.1(a)(i).

“Services Fee” is defined in Section 3.1(a).

“Shared Services Agreements” is defined in the Preliminary Statements.

“Term” is defined in Section 5.1.

“Third Party Service Provider” means any third Party subcontractor of USC who provides Services hereunder.

“Transition Plan” is defined in Section 2.1(a)(ii).

“UniTek Group” is defined in the Preliminary Statements.

“UGS” is defined in the Preliminary Statements.

“USC” is defined in the preamble.

“USC Personnel” means any employees, agents or other personnel of USC that perform work in connection with any Services.

1.2 USAGE; GENERAL RULES OF CONSTRUCTION

Any reference in this Agreement to an “Article,” “Section” or “Schedule” refers to the corresponding Article, Section or Schedule of or to this Agreement, unless the context indicates otherwise. The headings of Articles and Sections are provided for convenience only and will not affect the construction or interpretation of this Agreement. All words used in this Agreement should be construed to be of such gender or number as the circumstances require. The terms “include” and “including” indicate examples of a foregoing general statement and not a limitation on that general statement. “Herein”, “hereof” and “hereto” are references to this Agreement. Any definition of or reference to any law, agreement, instrument or other document herein will be construed as referring to such law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified. Any definition of or reference to any statute will be construed as referring also to any rules and regulations promulgated thereunder. Any reference to a Party refers to such Party and its successors and permitted assigns.

**ARTICLE 2
SERVICES**

2.1 SERVICES

(a) **Provision of Services.**

(i) During the Term and subject to Section 2.1(a)(ii), USC will provide the Service Recipient each of the services set forth on Schedule 2.1(a)(i) (each a “Service” and collectively, the “Services”). For the avoidance of doubt, any tasks necessary to accomplish the Services, even if such tasks are not expressly set forth on Schedule 2.1(a)(i), shall be deemed to be part of the “Services” to be performed hereunder. If there is any inconsistency between the terms of the body of this Agreement and any Schedule, the terms of this Agreement will govern, unless the Schedule explicitly states that it is intended to supersede the body of this Agreement.

(ii) USC will provide the Services beginning on the Effective Date. If requested by Service Recipients, the Parties will develop, in consultation with UGS and the UniTek Group, a plan for the transition of specified Services to the Service Recipient (the “Transition Plan”). The Transition Plan will provide for the transition of Services to the Service Recipient within 90 days from written notice by Service Recipient to USC, and will include appropriate support mechanisms, training, and other services, as agreed to by the Parties. The planning and implementation of the Transition Plan will be considered a “Service” for the purposes of this Agreement, and will be invoiced and paid in accordance with Article 3. Upon implementation of a Transition Plan for any Service, USC shall no longer provide this Service.

(b) **Standard of Care; Quantity.** USC will deliver or cause to be delivered the Services that they are obligated to provide hereunder to the Service Recipient:

- (i) during normal business hours;
- (ii) in accordance with this Agreement and applicable law; and
- (iii) in a timely and workmanlike manner.

(c) **Service Modifications and Additional Services.** During the Term, the Parties may, in accordance with the procedures specified in this Section 2.1(c): (x) agree to modify the terms and conditions relating to the performance of or payment for a previously agreed-upon Service to reflect, among other things, new procedures, processes or other methods of providing such Service (a “Service Modification”), or (y) agree upon terms and conditions relating to the provision of services that are in addition to any of the previously agreed-upon Services (an “Additional Service”). For the avoidance of doubt, minor modifications that do not require a change to Schedule 2.1(a)(i) shall not be considered Service Modifications or Additional Services under this Section 2.1(c).

(i) **Change Requests.** If a Party desires a Service Modification or an Additional Service (in each case, a “Change”), the Party requesting the Change will deliver a written description of the proposed Change (a “Change Request”) as follows: (a) in the case of material Change Requests, promptly to the Lenders’ Nominated Representative; (b) in the case of a Change Request by USC, to the Service Recipient’s Nominated Representative; and (c) in the case of a Change Request by the Service Recipient, to USC’s Nominated Representative. In addition, each party will deliver to the Lenders’ Nominated Representative a summary of all nonmaterial Changes implemented pursuant to Section 2.1(c)(v) each quarter, to the extent such Changes resulted from Change Requests delivered by such Party.

(ii) **Meeting of the Parties.** Unless the Party receiving the Change Request agrees to implement the Change Request as proposed, the Nominated Representatives will meet in person or by telephone to discuss the Change Request no later than ten (10) Business Days after delivery of the Change Request to the other Party.

(iii) **Approval of Service Recipient Change Requests.** All Change Requests that are requested by the Service Recipient must be approved by USC's Nominated Representative in writing before the Change may be implemented in accordance with Section 2.1(c)(v) below. Such consent will not be unreasonably withheld, conditioned or delayed. For the purposes of the preceding sentence, the Parties agree that it is not unreasonable for USC's Nominated Representative to: (a) withhold such consent to the extent that such proposed Change would, alone or in the aggregate with other Changes, materially increase the resources expended by USC after giving effect to the Change Request, or (b) condition such consent on the Service Recipient agreeing to bear any increases in USC's cost of performance resulting from such Change.

(iv) **Approval of USC Change Requests.** All Change Requests that are requested by USC must be approved by the Service Recipient's Nominated Representative in writing before the Change may be implemented in accordance with Section 2.1(c)(v) below. Such consent will not be unreasonably withheld, conditioned or delayed. For the purposes of the preceding sentence, the Parties agree that it is not unreasonable for the Service Recipient's Nominated Representative to: (a) withhold such consent to the extent that such proposed Change, alone or in the aggregate with other Changes, would materially adversely affect USC's performance of the Services after giving effect to the Change Request, (b) withhold such consent to the extent that such proposed Change, alone or in the aggregate with other Changes, would require the Service Recipient to dedicate any material resources to effectuate the proposed Change or (c) withhold consent if such proposed Change, alone or in the aggregate with other Changes, would increase costs; provided, however, in each case, if USC reasonably determines that a Change is, from a commercially reasonable standpoint, unavoidable, then the Change can be imposed without the consent of the Service Recipient. In no event shall any such change be made to the extent making such change would constitute an Event of Default under and as defined in the Credit Agreement.

(v) **Implementation of Approved Change.** If a Change Request is approved in accordance with this Section 2.1(c), then Schedule 2.1(a)(i) and the definition of the Services, as applicable, will be amended in accordance with Section 7.5 below as agreed by the Parties to reflect the implementation of the Change Request and any other agreed-upon terms or conditions relating to the Change.

(d) **Personnel.** As between USC and the Service Recipient, USC will have the sole and exclusive responsibility for all USC Personnel, including but not limited to responsibility for the payment of any and all compensation, unemployment insurance, worker's compensation, disability insurance, employee benefits and other employment-related charges and deductions with respect to the USC Personnel.

(e) **Access; Compliance with Security Requirements.**

(i) Unless otherwise agreed to in writing by the Parties, when accessing the Service Recipient's facilities, the USC Personnel will: (i) use such facilities solely for the purpose of providing the Services and not to provide goods or services to or for the benefit of any third party (other than the Members) or for any unlawful purpose; (ii) comply with all policies and procedures governing access to and use of such facilities made known to USC or the USC Personnel in advance, including, without limitation, all commercially reasonable security requirements applicable to accessing such facilities and any systems, technologies, or assets of the Service Recipient; (iii) instruct all USC Personnel, when

visiting such facilities, not to photograph or record, duplicate, remove, disclose, or transmit to a third party any Confidential Information, except as necessary to perform the Services; and (iv) return such space to the Service Recipient in the same or similar condition it was in prior to the USC Personnel's use of such space, ordinary wear and tear excepted. Notwithstanding any other provision of this Agreement to the contrary, the Service Recipient will have the right to refuse access to or immediately to terminate the right of access to its premises or systems by any USC Personnel should the Service Recipient determine in its reasonable discretion for any lawful reason that such termination is in its best interests, provided that all other USC Personnel will continue to have access and at no time will an unreasonable number of USC Personnel be refused such access, and, provided further that if any such refusal or termination of access renders performance by USC to be impractical or impossible, USC will, upon prompt notice by USC to the Service Recipient of its inability to perform, be relieved of any affected obligations, to the extent that they are impractical or impossible to comply with as a result of such refusal or termination of access.

(ii) Unless otherwise agreed to in writing by the Parties, when accessing USC's facilities, the Service Recipient Personnel will: (i) use such facilities solely for the purpose of supporting or receiving the Services and not to obtain other goods or services, to obtain the Services for the benefit of any third party or for any unlawful purpose; (ii) comply with all policies and procedures governing access to and use of such facilities made known to the Service Recipient or the Service Recipient Personnel in advance, including, without limitation, all commercially reasonable security requirements applicable to accessing such facilities and any systems, technologies, or assets of USC; (iii) instruct all Service Recipient Personnel, when visiting such facilities, not to photograph or record, duplicate, remove, disclose, or transmit to a third party any Confidential Information, except as necessary to perform the Services; and (iv) return such space to USC in the same or similar condition it was in prior to the Service Recipient Personnel's use of such space, ordinary wear and tear excepted. Notwithstanding any other provision of this Agreement to the contrary, USC will have the right to refuse access to or immediately to terminate the right of access to its premises or systems by any Service Recipient Personnel should USC determine in its reasonable discretion for any lawful reason that such termination is in its best interests, provided that all other Service Recipient Personnel will continue to have access and at no time will an unreasonable number of Service Recipient Personnel be refused such access.

(f) **Data Backup / System Security.** During the Term, each Party will maintain data backup and recovery procedures in accordance with reasonable commercial practice in connection with all of its systems used in performing or in support of the Services. Each Party shall ensure that the other Party has reasonable access to, with the right to obtain copies of, backups for all of such other Party's data maintained by it, and shall instruct any of its relevant Third Party Service Providers to permit such other Party to access and obtain copies of the backups. While the Parties may agree to restrict such access to certain designated personnel, the Party maintaining the data shall not, at any time, refuse access to the other Party, even during the pendency of any dispute between the Parties. USC will maintain and enforce physical, technical and logical security procedures with respect to the access and maintenance of any Confidential Information of the Service Recipient that is in USC's possession in performing the Services, which procedures shall: (a) be substantially equal to the standards employed by USC with respect to its own Confidential Information; (b) be in compliance in all material respects with applicable laws; and (c) provide commercially reasonable physical, technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, theft or misuse. Without limiting the generality of the foregoing, each Party will take commercially reasonable measures (in the case of the Service Recipient, to substantially the same degree as employed prior to the Effective Date) to secure and defend its respective location and equipment against "hackers" and others who may seek, without authorization, to modify or access its respective systems, or the information found therein. Each Party will periodically test its respective systems for potential areas where security could be breached. Each Party will report to the other Party promptly any breaches of security or unauthorized access to its

relevant systems that such Party detects or becomes aware of. Each Party will use commercially reasonable efforts to remedy such breach of security or unauthorized access in a timely manner.

(g) **Books and Records.** USC shall keep books and records of the Services provided and commercially reasonable supporting documentation of all charges and expenses incurred in providing such Services, including books and records and reasonable supporting documentation for the calculation of the applicable cost driver(s), and shall produce written records that verify which Services were performed. USC shall make such books and records available to the Service Recipient, upon reasonable notice, during normal business hours.

(h) **Subcontractors.** USC shall not be permitted to engage any Third Party Service Providers to perform any or all of its obligations under this Agreement without the prior written consent of the Service Recipient, which consent may not be unreasonably withheld, conditioned or delayed. To the extent USC uses any Third Party Service Providers for any purpose, USC shall in all cases remain primarily liable for the acts and omissions of such Third Party Service Providers, and shall remain primarily responsible for all of its obligations hereunder with respect to the scope of the Services, the manner in which such Services are performed as set forth in Section 2.1(b) hereof and the content of the Services provided to the Service Recipient. Furthermore, to the extent Third Party Service Providers require representations on behalf of personnel who work for the Service Recipients, USC Personnel shall not be liable for errors, omissions or delays related to such information provided. Notwithstanding the foregoing, USC may subcontract to any Third Party Service Providers who are currently providing services to USC, any Member, or any of their Affiliates without the consent of the Service Recipient.

(i) **Exclusive Remedy.** Without limiting the Parties' rights and remedies under 7.12 and 7.13, if USC breaches its obligations under Sections 2.1(a) or 2.1(b), the Service Recipient's exclusive remedy will be to require USC to perform or re-perform the relevant Services should the Service Recipient reasonably determine that performance or re-performance of the associated Services is commercially practicable.

2.2 OTHER RESPONSIBILITIES

(a) **General Obligations.** Where input or other information from the UniTek Group is reasonably necessary in connection with the provision of the Services, the Service Recipient will, and will cause the UniTek Group to, deliver such input or other information to USC in a general format and level of detail and at the general times as agreed by the USC and the UniTek Group. If the members of the UniTek Group fail to comply with the foregoing, USC will be relieved of its obligations under Sections 2.1(a) and 2.1(b), as appropriate, to the extent such failure renders performance of the Services or the achievement of such standards described in such Sections impractical or impossible.

(b) **Provision of Access.**

(i) Subject to USC's compliance with Section 2.1(e) above, the USC Personnel will have such access to the UniTek Group's premises, facilities, equipment (including access to telephones, photocopying equipment and the like), software and personnel, during normal business hours and in a manner that does not interfere with the UniTek Group's ability to operate their business, as is reasonably necessary to provide the Services in accordance with the terms of this Agreement.

(ii) Subject to the Service Recipient's compliance with Section 2.1(e) above, the Service Recipient Personnel will have such access to USC's premises, facilities, equipment (including access to telephones, photocopying equipment and the like), software and personnel, during normal

business hours and in a manner that does not interfere with USC's ability to operate their business, as is reasonably necessary to support or receive the Services in accordance with the terms of this Agreement.

ARTICLE 3 PAYMENT

3.1 FEES

(a) In consideration for the Services provided, and in accordance with clauses (i) and (ii) of this Section 3.1(a), USC will invoice the Service Recipient on a fiscal monthly basis in advance for the Fully Burdened Cost of the Services (the "Services Fee") as follows:

(i) For the first seven (7) fiscal months after the Effective Date, USC will invoice the Service Recipients on a fiscal monthly basis in advance for the amounts set forth on Schedule 3.1(a)(i), which represents USC's and the Service Recipient's reasonable estimate of the fiscal monthly Fully Burdened Costs of each such Service;¹

(ii) Beginning in the eighth (8th) fiscal month after the Effective Date, USC will invoice the Service Recipients on a fiscal monthly basis in advance in an amount equal to the average of the amounts invoiced (as adjusted according to Sections 3.1(a)(iii) and 3.2(c)) over the immediately preceding six (6) fiscal month period.

(iii) Within 30 days following the end of each fiscal quarter during the Term, USC shall recalculate the Fully Burdened Cost of each Service and the Invoices for such fiscal quarter (the "Recalculated Fees") and determine whether a true up of the Services Fees is necessary. The Services Fees shall be trueed up based on a comparison of the Recalculated Fees to the Services Fees (the "Fee True Up"). The Fee True Up shall be equal to (x) the Service Fees charged to the Service Recipient over the preceding fiscal quarter, minus (y) the Recalculated Fees for such fiscal quarter. If the Fee True Up is a negative dollar value, it shall be reflected as a payable by the Service Recipient on the next invoice provided by USC, which invoice shall set forth in reasonable detail a description of the Services performed during the prior fiscal quarter requiring a Fee True Up, the location(s) where such Services were performed and received, the date such Services were performed, and any other information agreed to by the Parties. If the Fee True Up is a positive dollar value, it shall be reflected as a credit to the Service Recipient on the next invoice provided by USC. In the event the credit is greater than the Services Fee charged to the Service Recipient in the next invoice, USC shall reimburse the difference between the credit and such Services Fee (the "Reimbursement").

(b) If any other Member receives a refund due to the resolution of a billing dispute, where such resolution changes a cost driver and the allocation of the Fully Burdened Cost of a Service, then USC may recalculate the Services Fee of the Service Recipient for the disputed time period and invoice the Service Recipient for any increases in the Services Fee owed as a result of the changed cost driver.

(c) USC shall deliver to the Lenders' Nominated Representative within forty-five (45) days following the end of each fiscal quarter during the Term a report, the form of which shall be reasonably acceptable to the Lenders' Nominated Representative, containing the invoices issued under Section 3.2(a) of this Agreement for such fiscal quarter, the Recalculated Fees, the Service Fees, the Fee True Up, the Reimbursement, and, to the extent feasible, any additional information relating thereto that is reasonably requested by the Lenders' Nominated Representative.

¹ Note to Draft: Company to provide estimated monthly costs for each Member in Schedule 3.1(a)(i).

3.2 PAYMENTS / BILLING DISPUTES

(a) **Invoices.** On the Effective Date, and thereafter no later than five (5) Business Days prior to the end of each fiscal month during the Term, USC will provide the Service Recipient with an invoice specifying the Services Fee for the following fiscal month (or, in the case of the initial invoice under this Agreement, the fiscal month of the Effective Date), and setting forth in reasonable detail a description of the Services to be performed, the location(s) where the Services are to be performed and received and any other information agreed to by the Parties.

(b) **Payment Terms.** All invoiced amounts or Reimbursements will be payable by the Service Recipient within thirty (30) days after the date of the invoice reflecting such amount or Reimbursement (the “Due Date”). All payments shall be made in U.S. dollars to an account or accounts designated by the receiving Party from time to time. Any such invoiced amounts or Reimbursements that are unpaid after such thirty (30) day period, including as a result of a dispute under Section 3.2(c), will accrue interest at a rate of LIBOR plus 5% per annum from the Due Date until they are paid.

(c) **Billing Disputes.** Each Party must timely make all payments under Section 3.2(b) even in the case of a dispute; provided that upon notice by one Party of a dispute with reasonable specificity of the basis of the dispute, the Parties will promptly address and attempt to resolve all billing disputes pursuant to the following procedures: (i) the Parties shall, for a period of twenty (20) days after notice of the dispute is received by a Party, attempt in good faith to resolve such dispute; (ii) if a dispute is not resolved in accordance with clause (i), such billing disputes will be referred to and finally resolved by arbitration under the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (including the Expedited Procedures set forth therein, which the Parties agree shall apply to all such disputes), which arbitration rules are incorporated by reference into this Section 3.2(c); (iii) the tribunal will consist of a sole arbitrator; (iv) the place of arbitration will be New York, New York; (v) the language of the arbitration will be English; and (vi) process in any such arbitration proceeding may be served on either Party anywhere in the world by notice given to the Party in accordance with Section 7.2. Each Party, in its reasonable discretion, may request additional supporting documentation with respect to such billing dispute. Any amount determined through the dispute resolution procedures set forth in this Section 3.2(c) to be owed by either Party shall be paid by such Party to the other Party within five (5) Business Days after such determination is made. Each Party will pay all Services Fees and other invoiced amounts due, as determined under this Section 3.2, in full without set-off or withholding, including set-off by amounts due under any other contract, agreement or arrangement between the Parties and disputes related thereto.

(d) **Audit Rights.**

(i) The Service Recipient shall have the right to audit, the Services Fees and Recalculated Fees from time to time (but not more than one time with respect to any fiscal quarter) to determine whether they accurately reflect USC’s Fully Burdened Costs actually incurred for providing the Services. Upon request, USC shall reasonably cooperate in any such audit. If, based on any such audit, the Service Recipient determines that there has been an overpayment of any Services Fees, or disagrees with any Services Fees, the Parties will resolve any dispute over amounts paid or payable in accordance with the procedures set forth in Section 3.2(c). Each audit initiated pursuant to this Section 3.2(d)(i) shall be completed at the sole expense of the Service Recipient, and in no event shall such expense exceed \$200,000 per audit.

(ii) In the event (A) the Lenders dispute the amount of the Service Fees and Recalculated Fees in an amount in excess of \$600,000 and (B) the Lenders have provided to the Parties written notice identifying, describing and including reasonable supporting documentation of such

disputed amounts, the Lenders shall have the right to audit the Services Fees and Recalculated Fees to determine whether they accurately reflect USC's Fully Burdened Costs actually incurred for providing the Services; provided, however, that, without limiting any other remedies that the Lenders may have at law or equity, by contract, or otherwise, the Lenders shall be entitled to dispute such amounts no more frequently than once in any twelve (12) month period. Upon request, USC shall reasonably cooperate in any such audit. If, based on any such audit, the Lenders determine that there has been an overpayment or underpayment of Services Fees, the Lenders shall notify both Parties of such underpayment or overpayment (and concurrently provide reasonable supporting documentation, along with the reasoning, for such determination). Within thirty (30) days of receipt of such notice, the Parties shall notify each other and the Lenders whether they agree with the Lenders' determination. If both Parties agree, then any Party owing amounts to the other Party as a result of the audit shall pay such sums to the other Party within five (5) Business Days thereafter. If either Party disputes the determination of the Lenders' audit, any undisputed amounts shall be paid within five (5) Business Days thereafter, and the Parties will resolve the dispute over the remaining amounts in accordance with the procedures set forth in Section 3.2(c). Each audit initiated pursuant to this Section 3.2(d)(ii) shall be completed at the sole expense of DirectSat USA, LLC, and in no event shall such expense exceed \$200,000 per audit.

ARTICLE 4 ADDITIONAL COVENANTS

4.1 RELATIONSHIP BETWEEN THE PARTIES

USC is an independent contractor hired to provide the Services. This Agreement does not constitute, create, give effect to or make either Party agents, employees, franchisees, joint venturers, legal representatives or partners of the other Party or the Unitek Group, and neither Party will represent otherwise to a third party. No employees, subcontractors or representatives of either Party will be deemed to be employees, subcontractors or representatives of the other Party or any Affiliate of the other Party.

4.2 INTELLECTUAL PROPERTY

All intellectual property rights, trade secrets or other proprietary rights in the Services and in any ideas, concepts, inventions or techniques of USC that USC may use, conceive or first reduce to practice in connection with the Services, including any report, computer program (source code and object code) or programming documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, listing, record or other materials, are and will remain the exclusive property of USC. USC in turn will grant the Recipient a worldwide, non-exclusive, irrevocable license, with the right to sublicense, to make, have made, use, sell, offer for sale, import, copy, maintain, modify, enhance, and create derivative works of such intellectual property rights; provided that, for the avoidance of doubt, the Service Recipient shall treat any trade secrets licensed to it hereunder as the Confidential Information of USC, and shall abide by all obligations in Section 4.3 with respect thereto, which obligations shall continue for so long as such intellectual property remains a trade secret (notwithstanding anything to the contrary in Section 4.3(f)). The Parties will execute any assignments or other instruments that may be appropriate or necessary to give full legal effect to this Section 4.2.

4.3 CONFIDENTIALITY

(a) **General.** USC and the Service Recipient (in each case, as applicable, the "Receiving Party") will maintain all Confidential Information of the other (the "Disclosing Party") in strict confidence, and the Receiving Party will use and disclose such Confidential Information only as authorized under this Agreement or as otherwise authorized in writing by the Disclosing Party. The

Receiving Party further agrees to take the same care with the Disclosing Party's Confidential Information as it does with its own, but in no event less than a reasonable degree of care.

(b) **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" means the following types of information and other information of a similar nature of the Disclosing Party, whether set forth in a writing, disclosed by the Disclosing Party's representatives orally or in any other manner: (a) all non-public information and material of the Disclosing Party (and of companies with which the Disclosing Party has entered into confidentiality agreements) which the Receiving Party obtains knowledge of or access to; (b) non-public intellectual property of the Disclosing Party; (c) business and financial information of the Disclosing Party including but not limited to pricing, business plans, forecasts, revenues, expenses, earnings projections, sales data and any and all other non-public financial information; and (d) the terms and conditions of this Agreement.

(c) **Exceptions.** Notwithstanding any of the foregoing, Confidential Information does not include information which: (a) has been made generally available to the public (other than by acts of the Receiving Party or its Affiliates or their respective employees, attorneys, agents, consultants, advisors or representatives in violation of this Agreement), (b) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with the Disclosing Party, (c) was within the possession of the Receiving Party prior to its being furnished to the Receiving Party by or on behalf of the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with the Disclosing Party, or (d) is independently developed by the Receiving Party or one of its employees, attorneys, agents, consultants, advisors or representatives without reference to or use of the Confidential Information. Notwithstanding anything to the contrary herein, neither the Receiving Party nor any of its employees, attorneys, agents, consultants, advisors or representatives shall be precluded from disclosing Confidential Information (a) to its Affiliates on a need-to-know basis, (b) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding as required by applicable law, (c) upon the request or demand of any regulatory authority having jurisdiction over such Person or any of its Affiliates, (d) to any prospective purchaser of, or investor in, any or all of the assets, stock or the business of the Receiving Party or any of its subsidiaries, or to any current or prospective lender to the Receiving Party or any of its subsidiaries, provided that such Person executes and delivers a confidentiality agreement containing obligations of confidentiality that are at least as protective, in all material respects, of the Disclosing Party's Confidential Information as those set forth in this Section 4.3, or (e) as otherwise set forth herein. If the Receiving Party is requested to disclose any of the Disclosing Party's Confidential Information pursuant to any judicial or governmental order, the Receiving Party will promptly notify the Disclosing Party of such order so that the Disclosing Party, in its sole discretion, may seek an appropriate protective order and/or take any other action to prevent or minimize the breadth of such disclosure.

(d) **Reserved.**

(e) **No Implied License.** No license or conveyance of any rights to any Intellectual Property is granted to the Receiving Party by the disclosure of Confidential Information pursuant to this Agreement.

(f) **Survival.** The obligations contained in this Section 4.3 will survive the termination or expiration of this Agreement for a period of three (3) years; provided, however, that notwithstanding the expiration of such three (3) year period, all Confidential Information also received or disclosed pursuant to any other agreement between the Parties to this Agreement or their Affiliates will continue to be governed by the confidentiality provision of any such agreement, to the extent applicable.

(g) **Termination.** Upon termination of a Service, the Parties shall return to the other Party or destroy (at the Disclosing Party's option) all Confidential Information of the applicable Services, unless such Confidential Information is required for performance of the remaining Services. Upon termination of the Agreement, the Parties shall return to the other Party or destroy (at the Disclosing Party's option) all Confidential Information, except to extent and for the period in which a Party is required to hold the Confidential Information in order to comply with surviving obligations in this Agreement or applicable law.

4.4 AUDIT ASSISTANCE

If either Party is subject to (i) a request from or audit by a governmental authority, standards organization or customer or (ii) legal or arbitration proceedings in which such Party requests access to or an audit of books, records, documents or accounting practices and procedures pursuant to applicable laws, rules, regulations, standards or contract provisions and such examination or audit relates to the Services, the other Party will provide, at the sole cost and expense of the requesting Party, all reasonable assistance requested by the Party that is subject to the audit or proceedings in responding to such audits, requests for information, or legal or arbitration proceedings, to the extent that such assistance or information is (a) within the reasonable control of the cooperating Party and (b) related to the Services.

ARTICLE 5 TERM AND TERMINATION

5.1 TERM

This Agreement will commence on the date hereof and remain in effect until the dissolution of the Service Recipient, unless earlier terminated pursuant to Section 5.2 (the term of this Agreement, the "Term").

5.2 TERMINATION

(a) Termination of Specific Services. The Service Recipient may require that USC cease providing all or any part of the Services that USC is required to provide hereunder by providing notice to USC's Nominated Representative which identifies the specific Services to be terminated and the date on which they must be terminated, provided that such date must be at least ninety (90) days after the date on which the notice is delivered. Within thirty (30) days of receipt of such notice of termination, USC shall provide written notice to the Service Recipient if termination of the specified Services would require the termination of any other Services. Within fifteen (15) days of receipt of such notice from USC, the Service Recipient shall provide written notice to USC confirming or rescinding their original cancellation notice.

(b) Termination of the Agreement. This Agreement may be terminated:

- (i) by mutual agreement of Parties in writing;
- (ii) automatically, upon termination of all of the Services in accordance with Section 5.2(a);
- (iii) by USC, upon 10 days advance written notice to the Service Recipient, if USC determines that the Service Recipient is unable to meet its payment obligations under Section 3.2;
- (iv) by USC upon the dissolution of the Service Recipient; and

(v) by the Service Recipient, as set forth in Section 7.3.

5.3 EFFECT OF TERMINATION

If this Agreement expires or is terminated pursuant to Section 5.2(b), all of the Parties' obligations hereunder will terminate, except with respect to any surviving Services, if any, and except that, in any event, Sections 4.1, 4.2, 4.3 (for three (3) years only), 4.4, 7.2, 7.5 through 7.15 as well as Articles 3 and 6, and this Section 5.3, will survive and the Parties' rights to pursue all legal remedies for breaches of the Agreement will survive unimpaired. Following expiration or termination of this Agreement, each Party remains responsible for paying to the other Party all accrued but unpaid Services Fees or Reimbursements, as applicable, through the date of termination, in accordance with Section 3.2. The termination of this Agreement will not be deemed to be an election of remedies by a terminating Party.

ARTICLE 6 WARRANTIES; LIMITATION OF LIABILITY

6.1 WARRANTIES; DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.1(B), NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND EACH PARTY HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE REGARDING SUCH SUBJECT MATTER. To the extent that a Party may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

6.2 LIMITATION ON LIABILITY

(a) **Consequential and Other Damages.** NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DIMINUTION OF VALUE WHATSOEVER WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR ARE A CONSEQUENCE OF, ITS PERFORMANCE OR NONPERFORMANCE HEREUNDER, OR THE PROVISION OF OR FAILURE TO PROVIDE ANY SERVICE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTIONS AND CLAIMS OF CUSTOMERS, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(b) **Liability Cap.** THE AGGREGATE LIABILITY OF EACH PARTY WITH RESPECT TO THIS AGREEMENT (OTHER THAN WITH RESPECT TO SUCH PARTY'S OBLIGATION TO PAY FEES) OR IN CONNECTION WITH THE PERFORMANCE, DELIVERY OR PROVISION OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT SHALL BE LIMITED TO (i) IN THE CASE OF USC, THE FEES PREVIOUSLY PAID TO IT BY THE SERVICE RECIPIENT HEREUNDER, AND (ii) IN THE CASE OF THE SERVICE RECIPIENT, ANY UNPAID AMOUNTS OWED BY IT TO USC HEREUNDER; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE 7 GENERAL PROVISIONS

7.1 NOMINATED REPRESENTATIVES

Each Party and the Lenders will appoint a representative (a “Nominated Representative”) to facilitate communications and performance under this Agreement during the Term. Each Party may treat an act of a Nominated Representative of the other Party as being authorized by such Party without inquiring behind such act or ascertaining whether such Nominated Representative had authority to so act. As of the Effective Date, USC’s Nominated Representative shall be [●]; the Service Recipient’s Nominated Representative shall be [●] and the Lenders’ Nominated Representative shall be [●]. Each Party will have the right at any time and from time to time to replace its Nominated Representative by giving notice in writing to the other Party setting forth the name of the Nominated Representative to be replaced and the name of his or her replacement.

7.2 NOTICES

All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment, or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, facsimile number, e-mail address or individual as a Party may designate by notice to the other Party):

If to the Service Recipient:

- [●]
- [●]
- [●]
- Attention: [●]
- Facsimile: [●]
- E-mail: [●]

If to USC:

- [●]
- [●]
- [●]
- Attention: [●]
- Facsimile: [●]
- E-mail: [●]

with a copy to:

Latham & Watkins LLP
 330 North Wabash Avenue, Suite 2800
 Chicago, IL 60611
 Attention: Richard A. Levy
 Fax: 312-993-9767
 E-mail: richard.levy@lw.com

7.3 FORCE MAJEURE EVENT

Neither Party will be liable or deemed to be in breach of this Agreement for failure or delay of performance caused by a Force Majeure Event as long as the Party whose performance is affected the by the Force Majeure Event notifies the other Party as promptly as practicable thereof and takes commercially reasonable efforts to overcome it and resume performance hereunder as soon as possible. If a Party's performance is affected by a Force Majeure Event, the time for that Party's performance will be extended or, as appropriate, suspended for the duration of the Force Majeure Event without liability, except as otherwise provided in this Agreement. USC shall treat the Service Recipient in the same manner as any other external recipient for the affected Services, if any, in connection with the resumption of performance. During the period of a Force Majeure Event affecting performance by USC of any Service(s), the Service Recipient (a) shall be relieved of the obligation to pay Services Fees for such Services(s) throughout the duration of such Force Majeure Event, (b) shall be entitled to seek an alternative service provider with respect to such Service(s), and (c) shall be entitled to permanently terminate such Service(s) if a Force Majeure Event shall continue to exist for more than fifteen (15) consecutive days, provided that the Service Recipient shall provide written notice of such termination to USC.

7.4 FURTHER ACTIONS

Upon the request of either Party, the other Party will (a) furnish to the requesting Party any additional information, (b) execute and deliver, at its own expense, any other documents and (c) take any other actions as the requesting Party may reasonably require to more effectively carry out the intent of this Agreement.

7.5 ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, including the Existing Services Agreement, and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented or otherwise modified except in a written document executed by the Party against whose interest the modification will operate.

7.6 DRAFTING AND REPRESENTATION

The Parties have participated jointly in the negotiation and drafting of this Agreement. No provision of this Agreement will be interpreted for or against a Party because that Party or its legal representative drafted the provision.

7.7 SEVERABILITY

If a court of competent jurisdiction or arbitral tribunal holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. If the final judgment of a court of competent jurisdiction declares that any term or provision of this is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or other limit of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

7.8 ASSIGNMENT; SUCCESSORS; THIRD-PARTY RIGHTS

Except as otherwise set forth herein, no Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of each Party's respective successors and permitted assigns. The Parties intend the Lenders to be third party beneficiaries of this Agreement solely with respect to Sections 2.1(c)(i), 3.1(c), 3.2(d)(ii) and 7.1. The Parties acknowledge and agree that the Lenders may enforce Sections 2.1(c)(i), 3.1(c), 3.2(d)(ii) and 7.1 as a third party beneficiary hereof. Without limiting the preceding two sentences in any respect, nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties and, in the case of Sections 2.1(c)(i), 3.1(c), 3.2(d)(ii) and 7.1, the Lenders, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assignee under this Section 7.8.

7.9 WAIVER

The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by either Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in a written document signed by the other Party, and (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given.

7.10 RESOLUTION OF DISPUTES

(a) **Dispute Resolution Procedures.** The Parties will cooperate in good faith and use commercially reasonable efforts to informally resolve any disputes under this Agreement. Except as otherwise provided in Section 3.2(c) or Section 7.12, all disputes shall be promptly referred to the Nominated Representatives for resolution. If the Nominated Representatives are unable to resolve any dispute within ten (10) Business Days, either Party may bring an action to resolve the dispute in accordance with Section 7.10(b).

(b) **Consent to Jurisdiction.** Subject to Section 3.2(c), each of the Parties irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Delaware, or if such court does not have jurisdiction, the Court of Chancery of the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state court within the State of Delaware), for the purposes of any action or proceeding arising out of this Agreement or any transaction contemplated hereby. Subject to Section 3.2(c), each of the Parties irrevocably and fully waives the defense of an inconvenient forum to the maintenance of such action or proceeding, and waives any objection it might otherwise have to service of process under law. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action or proceeding arising out of this Agreement or the transactions contemplated hereby in (a) the United States District Court for the District of Delaware or (b) the Court of Chancery of the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state court within the State of Delaware), and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

7.11 WAIVER OF JURY TRIAL

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT WILL INSTEAD BE ARBITRATED PURSUANT TO SECTION 3.2(C) OR TRIED IN A COURT OF COMPETENT JURISDICTION PURSUANT TO SECTION 7.10(B) BY A JUDGE SITTING WITHOUT A JURY.

7.12 INJUNCTIVE RELIEF; SPECIFIC PERFORMANCE

Each Party acknowledges and agrees that other Party would be damaged irreparably if Sections 4.2, 4.3 or 4.4 are not performed in accordance with their specific terms and that any breach of any of those Sections by the other Party would not be adequately compensated in all cases by monetary damages alone. Accordingly, each Party agrees that, in addition to any other right or remedy to which the other Party may be entitled, at law or in equity, it will be entitled to enforce such Sections by a decree of specific performance, and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any such Sections, in each case without posting any bond, security or other undertaking. Furthermore, the Parties acknowledge and agree that if USC were to cease performing the Services in breach of this Agreement, the Service Recipient would suffer irreparable harm, and monetary damages are inadequate compensation for any loss the Service Recipient would suffer as a result. Accordingly, notwithstanding anything to the contrary in this Agreement, in the event of an actual or threatened breach by USC of its obligations to perform the Services, in addition to any other remedy available at Law, and notwithstanding anything to the contrary in Section 3.2(c) or Section 7.10, the Service Recipient shall immediately be entitled to seek equitable relief in accordance with Section 7.10(b) and this Section 7.12 to prevent or remedy any such breach of this Agreement, without the proof of actual damages, including in the form of an injunction or injunctions or orders for specific performance in respect of such breaches. USC agrees to waive any requirement for posting any, security, bond, or other undertaking in connection with any such equitable remedy.

7.13 CONTINUED PERFORMANCE

USC agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of the Agreement.

7.14 GOVERNING LAW

This Agreement will be governed by and construed under the laws of Delaware without regard to conflicts of laws principles that would require the application of any other law.

7.15 COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the

other Parties. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

[The remainder of this page is intentionally blank.]

The Parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

UniTek Services Company LLC

By: _____
Name:
Title:

WireComm Systems (2008) Inc.

By: _____
Name:
Title:

Schedule 1.1

The term “Fully Burdened Cost” represents the total cost to provide a Service. The intent is to assign to the Service all direct costs (including direct labor at average labor rates, direct supervision, benefits, travel and related costs, service-related training and any direct third party costs incurred to provide the Service) as well as a relevant portion of overhead. Overhead includes the necessary costs to support the provision of a Service including indirect labor, building occupancy costs, depreciation, information technology costs, site costs, and supplies. Average departmental labor rates are normally used to charge direct labor to a product or Service. Actual material purchase prices are used to charge direct materials to a product or Service.

I. Methodology. Units providing a Service will use a methodology similar to the following to calculate the Fully Burdened Cost to provide a Service:

The Service to be performed is defined (e.g., Accounts Payable, Accounts Receivable).

- A. Direct costs to provide the Service are charged directly to the cost center providing this Service. These costs generally include direct labor, direct supervision, employee benefits, travel and related costs, service-related training, taxes, permits, and any direct third party costs incurred to provide the Service.
- B. Direct costs will be allocated to the Service being provided using appropriate and available cost drivers, as specified in Section II below.
- C. In the absence of written supporting documentation for certain personnel or services, USC and the Service Recipient may mutually agree on the allocation of such costs, in writing, and such allocation methodology shall continue for a minimum of one quarter, at which time Service Recipient may request a review of such allocation methodology.
- D. An allocation of overhead to the Service being provided will be determined by first identifying relevant overhead costs necessary to support the Service. Second, an appropriate and available cost driver, as specified in Section II below will be used to relate the overhead to the Service being provided.
- E. Fully Burdened Cost is equal to the sum of (i) direct costs as determined in A, B and C, (ii) the allocated overhead as determined in D, and (iii) if and to the extent required under the Internal Revenue Code, a profit margin determined by USC in its reasonable discretion. The unit charge rate for each Service provided is determined by dividing the total cost by the forecast/actual units (e.g., direct hours, etc.).

II. Cost Driver. To allocate certain direct costs and overhead among the Members, the Service Recipient will be responsible for costs in proportion to their actual use of a specific Service or Services in relation to the other Members. The proportional use of a Service will be calculated using appropriate cost drivers, including:

- Direct labor hours or direct labor cost;
- Hardware, parts and supplies consumed;
- Usage hours;
- Number of uses or number of users;

- Total cost of all Services used (for allocating overhead costs);
- Number of orders;
- Number of employees (for allocating human resources services)

III. Overhead Costs Not Included in Overhead Calculations. The following costs will not be included in the overhead portion of Fully Burdened Cost:

- A. Expenses related to USC's chief executive officer, chief financial officer, general counsel, chief operating officer, certain human resources personnel and other corporate employees of USC whose time cannot be reasonably estimated or allocated among the Members, as determined in the sole discretion of USC.
- B. Costs and expenses related to the Board of Directors of USC, Unitek Acquisition, Inc. and UGS (including costs for director and officer insurance at such entities), which, for the avoidance of doubt, shall constitute "Services" under the Agreement.
- C. Insurance costs related to claims paid by UGS or its Affiliates under insurance policies in existence prior to the Effective Date.
- D. Severance costs related to the corporate restructuring of UGS and its Affiliates.

Schedule 2.1(a)(i)
Services

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| Finance, Accounting and Tax Services | <p>Services relating to financial management and accounting, including:</p> <ul style="list-style-type: none"> • Financial accounting and controls; • Operations accounting including production and inventory controlling; • Asset management; • Management reporting including production of the Service Recipient's costs sheets; • Transactional accounting: payables and receivables; • Tax management and filings; • Invoicing; • Follow-up of budget and variances; and • Other financial services as requested by the Service Recipient and agreed to by USC in accordance with the Services Agreement. |
| Vehicle Fleet Services | <p>Services relating to the UniTek Group fleet of vehicles, including administration, management, maintenance and other related services.</p> |
| Human Resources | <p>Services relating to human resources, including:</p> <ul style="list-style-type: none"> • Payroll administration; • Time administration; • Payroll data entry; • General human resources data management; • Compensation and benefits administration and review; • Hiring and termination administration; • Risk/Safety; • Communications; and • Other human resources services as requested by the Service Recipient and agreed to by USC in accordance with the Services Agreement. |

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| Information Technology | Services relating to information technology (“ <u>IT</u> ”), including administration, support and other related services. |
| Legal Services | Legal advisory services and other related services requested by the Service Recipient and agreed to by USC in accordance with the Services Agreement. |
| Purchasing | Miscellaneous purchasing services, including negotiations with vendors. |
| Collection and Payment Services | <p>Cash management services including invoicing, billing and collection of receivables owed, vouchering and input/coding of invoices approved by Service Recipients or USC itself, and payment of expenses and related services.</p> <p>Treasury management services, including but not limited to oversight and payment of all financing costs, assistance or preparation for service recipients of cash flow forecasts, interaction and reporting to shareholders, Board of Directors, lenders and third parties, and intercompany transfers according to the terms of various agreements.</p> |
| Books and Records; Consolidated Financial Statements | <p>Preparation, collection and updating of books and records by April 1, 2015, in satisfaction of Facility requirements.</p> <p>Preparation of audited financial statements for USC and the Members.</p> |
| Insurance and Claims Management | Services related to procurement, maintenance and management of insurance and claims. |