

Date

Employee Name

Home Address

City, State, Zip

Dear _____,

We are pleased to offer your employment as _____(insert job title) with DBSD Satellite Services G.P. (together with its subsidiaries and affiliates, "DBSD") under the terms of this employment letter ("Employment Letter"). You will have the rights, powers duties and obligations as may be agreed upon from time to time. During the course of your employment with DBSD you will devote your full business time and efforts to DBSD; provided that, nothing herein will prevent you from (i) participating in industry, trade, professional, charitable and community activities, (ii) serving on corporate, civic or charitable boards or committees as mutually agreed by us and you, and (iii) managing your personal investments and affairs, in each case so long as such activities do not conflict with DBSD's interests or interfere with the performance of your responsibilities to DBSD. We acknowledge the starting date for this position and for purposes of the Employment Letter shall be (insert start date).

Base Salary and Annual Bonus

We are offering you an initial salary at the rate of _____ semi-monthly, which equates to _____ on an annualized basis, less payroll taxes and required withholding, which will be paid to you in regular intervals in accordance with ICO's customary payroll schedules for salaried employees. Currently ICO's salaried employees are paid semimonthly on the 15th and the last business day of each month. This salary may be adjusted in the future in accordance with DBSD's compensation practices. You will also be eligible for an annual bonus of up to (insert bonus percentage) of your salary. Payment of any bonus is at the discretion of DBSD. To earn any bonus payment, you must be employed by DBSD when any bonus is paid.

Employee Intellectual Property Agreement

In exchange for the consideration of your employment, you agree to execute and abide by the terms of the DBSD Employee Intellectual Property Agreement, a copy of which is enclosed.

Benefits; Vacation; Expenses

You may participate in and to receive benefits from all present and future life, accident, disability, medical, pension and savings plans and all similar benefits made available generally to employees of DBSD. The amount and extent of benefits to which you are entitled will be

governed by the specific benefit plan, as it may be amended from time to time. At present, as an employee benefit, DBSD contributes 8% of your monthly salary (excluding bonus) to a 401(k) program up to the maximum amount permitted by law. You will be eligible to participate in DBSD's 401(k) plan on the first day of the month following your Start Date.

You will accrue ___ weeks (___ days) of paid vacation per year or such longer period as may be provided by DBSD. Your vacation will accrue at a rate of ___ days per month worked and prorated by the number of full months worked in a calendar year. Such vacation will be taken at such times and intervals as will be determined by you, subject to the reasonable business needs of DBSD. You can accumulate a maximum of 25 days of accrued but unused vacation time in the aggregate.

DBSD will pay or reimburse you promptly for all reasonable business expenses and other disbursements incurred or paid by you in the performance of your duties and responsibilities to DBSD, including those incurred or paid in connection with business related travel, telecommunications and entertainment, subject to reasonable substantiation of such expenses by you in accordance with DBSD's policies.

Arbitration of Claims

You hereby acknowledge and agree that, except as provided below, all disputes concerning your employment with DBSD, the termination thereof, the breach by either party of the terms of this Employment Letter or any other matters relating to or arising from your employment with DBSD will be resolved in binding arbitration in a proceeding in Reston, Virginia, administered by and under the rules and regulations of National Rules for the Resolution of Employment disputes of the American Arbitration Association. This means that the parties agree to waive their rights to have such disputes or claims decided in court by a jury. Instead, such disputes or claims will be resolved by an impartial AAA arbitrator. Both parties and the arbitrator will treat the arbitration process and the activities that occur in the proceeds as confidential.

The arbitration procedure will afford you and DBSD the full range of statutory remedies. DBSD and you will be entitled to discovery sufficient to adequately arbitrate any covered claims, including access to essential documents and witnesses, as determined by the arbitrator and subject to limited judicial review. In order for any judicial review of the arbitrator's decision to be successfully accomplished, the arbitrator will issue a written decision that will decide all issues submitted and will reveal the essential findings and conclusions on which the award is based. The party that is not the substantially prevailing party, which determination shall be made by the arbitrator in the event of ambiguity, shall be responsible for paying for the arbitration filing fee and the arbitrator's fees.

Nothing contained in this section will limit DBSD's or your right to seek relief in any court of competent jurisdiction in respect of the matters set forth in the "DBSD Employee Intellectual Property Agreement." We specifically agree that disputes under the "DBSD Employee Intellectual Property Agreement" will not be subject to arbitration unless both parties mutually agree to arbitrate such disputes.

Employment at Will

By signing this Employment Letter, you understand and agree that your employment with DBSD will continue at-will. Therefore, your employment can terminate, with or without cause, and with or without notice, at any time, at your option or DBSD's option, and DBSD can terminate or change all others terms and condition of your employment, with or without cause, and with or without notice, at any time, in all cases subject to the terms and conditions of this Employment Letter. This at-will relationship will remain in effect throughout your employment with DBSD or any of its subsidiaries or affiliates. The at-will nature of your employment, as set forth in this paragraph, can be modified only be a written agreement signed by both DBSD's Chief Executive Officer and you which expressly alters it. This at-will relationship may not be modified by any oral or implied agreement, or by any policies of DBSD, practices or patterns of conduct.

Entire Agreement

This Employment Letter and the DBSD Employee Intellectual Property Agreement constitute the entire agreement, arrangement and understanding between you and DBSD on the nature and terms of your employment with DBSD. This Employment letters supersedes any prior or contemporaneous agreement, arrangement or understanding on this subject matter. By executing this Employment Letter as provided below, you expressly acknowledge the termination of any such prior agreement, arrangement or understanding. Also, by your execution of this Employment Letter, you affirm that no one has made any written or verbal statements that contradict the provisions of this Employment Letter. This Employment Letter may be executed in counterparts, each of which (including any signature transmitted via facsimile or email) shall be deemed to be an original, all of which together shall constitute one instrument.

We hope that you will accept this offer and look forward to working with you.

Sincerely,

By: _____

DBSD Satellite Services G.P.

By: DBSD Services Limited, a partner

By: DBSD North America, Inc., its parent

By: Heather German

Signature of Acceptance:

Employee Name

Date: _____