NONDISCLOSURE AGREEMENT

Annex D

MICROSOFT CORPORATION NON-DISCLOSURE AGREEMENT
(STANDARD RECIPROCAL)

This Non-Disclosure Agreement (the "Agreement") is made and entered into
as of the later of the two signature dates below by and between MICROSOFT
CORPORATION, a Washington corporation ("Microsoft"), and STARBAND
COMMUNICATIONS INC./DELAWARE corporation ("Company").

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS
AGREEMENT AND THE MUTUAL DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES
HERETO AGREE AS FOLLOWS:

1.   Definition of Confidential Information and Exclusions.

(a)   "Confidential Information" means nonpublic information that a
party to this Agreement ("Disclosing Party") designates as being confidential
to the party that receives such information ("Receiving Party") or which,
under the circumstances surrounding disclosure ought to be treated as
confidential by the Receiving Party. "Confidential Information" includes,
without limitation, information in tangible or intangible form relating to
and/or including released or unreleased Disclosing Party software or hardware
products, the marketing or promotion of any Disclosing Party product,
Disclosing Party's business policies or practices, and information received
from others that Disclosing Party is obligated to treat as confidential.
Except as otherwise indicated in this Agreement, the term "Disclosing Party"
also includes all Affiliates of the Disclosing Party and, except as otherwise
indicated, the term "Receiving Party" also includes all Affiliates of the
Receiving Party. An "Affiliate" means any person, partnership, joint venture,
corporation or other form of enterprise, domestic or foreign, including but
not limited to subsidiaries, that directly or indirectly, control, are
controlled by, or are under common control with a party.

(b)   Confidential Information shall not include any information,

however designated, that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to the terms of this Agreement; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; (iv) is independently developed by Receiving Party; or (v) constitutes Feedback (as defined in Section 5 of this Agreement).

2.   Obligations Regarding Confidential Information

(a)   Receiving Party shall:

(i)   Refrain from disclosing any Confidential Information of the Disclosing Party to third parties for two (2) years following the date that Disclosing Party first discloses such Confidential Information to Receiving Party, except as expressly provided in Sections 2(b) and 2(c) of this Agreement;

(ii)   Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party;

(iii) Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of the Disclosing Party except in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder; and

(iv)   Refrain from reverse engineering, decompiling or disassembling any software code and/or pre-release hardware devices disclosed by Disclosing Party to Receiving Party under the terms of this Agreement, except as expressly permitted by applicable law.

(b)   Receiving Party may disclose Confidential Information of

Disclosing Party in accordance with a judicial or other governmental order, provided that Receiving Party either (i) gives the undersigned Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or

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equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, the Receiving Party shall not disclose any computer source code that contains Confidential Information of the Disclosing Party in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section 2(b).

(c)   The undersigned Receiving Party may disclose Confidential Information only to Receiving Party's employees and consultants on a need-to-know basis. The undersigned Receiving Party will have executed or shall execute appropriate written agreements with third parties sufficient to enable Receiving Party to enforce all the provisions of this Agreement.

(d)   Receiving Party shall notify the undersigned Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party and its employees and consultants, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

(e)   Receiving Party shall, at Disclosing Party's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to the Receiving Party as Confidential Information, or at Disclosing Party's option, certify destruction of the same.

3. Remedies

The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous

(a)   All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein.

(b)   In the event that the Disclosing Party provides any computer software and/or hardware to the Receiving Party as Confidential Information under the terms of this Agreement, such computer software and/or hardware may only be used by the Receiving Party for evaluation and providing Feedback (as defined in Section 5 of this Agreement) to the Disclosing Party. Unless otherwise agreed by the Disclosing Party and the Receiving Party, all such computer software and/or hardware is provided "AS IS" without warranty of any kind, and Receiving Party agrees that neither Disclosing Party nor its suppliers shall be liable for any damages whatsoever arising from or relating to Receiving Party's use or inability to use such software and/or hardware.

(c)   The parties agree to comply with all applicable international and national laws that apply to (i) any Confidential Information, or (ii) any product (or any part thereof), process or service that is the direct product of the Confidential Information, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see http://www.microsoft.com/exporting/.

(d)   The terms of confidentiality under this Agreement shall not be

construed to limit either the Disclosing Party or the Receiving Party's right to independently develop or acquire products without use of the other party's Confidential Information. Further, the Receiving Party shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the Disclosing Party, provided that the Receiving Party shall not disclose the Confidential Information except as expressly permitted pursuant to the terms of this Agreement. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the

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Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Receiving Party shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this sub-paragraph shall not be deemed to grant to the Receiving Party a license under the Disclosing Party's copyrights or patents.

(e)   This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, the Receiving Party, their agents, or employees, but only by an instrument in writing signed by an authorized employee of Disclosing Party and the Receiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f)   If either Disclosing Party or the Receiving Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. This Agreement shall be construed and controlled by the laws of the State of Washington, and the parties further consent to exclusive jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent

to the exclusive jurisdiction and venue in the Superior of King County, Washington. Company waives all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

(g)   This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other party. Any attempted assignment in violation of this Section shall be void.

(h)   If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i)   Either party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the other party. All sections of this Agreement relating to the rights and obligations of the parties concerning Confidential Information disclosed during the term of the Agreement shall survive any such termination.

5.   Suggestions and Feedback

The Receiving Party may from time to time provide suggestions, comments or other feedback ("Feedback") to the Disclosing Party with respect to Confidential Information provided originally by the Disclosing Party. Both parties agree that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by the party offering the Feedback, shall not, absent a separate written agreement, create any confidentiality obligation for the receiver of the Feedback. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, the receiver of the Feedback shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

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<TABLE>
<S>                                        <C>
COMPANY: STARBAND COMMUNICATIONS INC.      MICROSOFT CORPORATION
Address: 1760 Old Newton Rd.               One Microsoft Way
McLean, VA 22102                           Redmond, WA 98052-6399

By: /s/ DAVID C. TRACHTENBERG           By:  /s/ JAMES L. KRAMER
-------------------------------------   ---------------------------------------
Name: DAVID C. TRACHTENBERG               Name:   James L. Kramer
-------------------------------------   ---------------------------------------
Title: PRESIDENT & CHIEF MARKETING OFFICER    Title:   Director
-------------------------------------   ---------------------------------------
Date: October 20, 2000                    Date:   November 11, 2000
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ANNEX E

TERMINATION AGREEMENT

TERMINATION AGREEMENT

Reference is hereby made to the Performance Guarantee Agreement by Gilat

Satellite Networks, Ltd. ("Gilat") dated February 15, 2000 ("Performance Guarantee") a copy of which is annexed hereto as Exhibit 1 and the Agreement Relating to Gilat Supply Agreements annexed hereto as Exhibit 2 ("Back to Back Agreement").

WHEREAS, the Parties below desire to terminate the Back to Back Agreement in its entirety and, with respect to the Performance Guarantee, to terminate Gilat's obligations thereunder except for certain obligations specified herein, and

WHEREAS, Gilat agrees to continue to warrant to the Microsoft Network LLC ("MSN") that the USB-CPE supplied by Gilat to StarBand Communications Inc. ("StarBand") shall conform to the agreed specifications set forth in the CPE Plan attached to the Amended and Restated Broadband Access Services Supply Agreement dated October 20, 2000, between MSN and Starband ("MSN Supply Agreement") (capitalized terms not herein defined shall have the same meaning as set forth in the MSN Supply Agreement).

NOW THEREFORE, the parties hereto agree as follows:

1.   The Back to Back Agreement is hereby terminated effective on the date appearing below and shall have no further force or effect.

2.   Gilat's obligations under the Performance Guarantee are hereby terminated effective as of the date appearing below and shall have no further force or effect, provided, however, that Gilat's obligations under the Performance Guarantee shall continue in full force and effect solely with respect to the provisions of Article VI of the Investment Agreement by and among Spacenet, Inc., Gilat-To-Home, Inc., Microsoft G-Holdings, Inc., and Microsoft Corporation dated February 15, 2000, as amended by the Effectiveness Agreement by and among Gilat, Gilat-To-Home, Inc., Spacenet, Inc., Microsoft G-Holdings., Inc., EchoStar Communications Corporation, Furman Selz Investors II L.P., FS Employee Investors LLC and FS Parallel Fund L.P., dated March 30, 2000, and as further amended by the Assignment and Amendment and the Second Assignment and Amendment, both dated August 2000.

3.   Gilat warrants to MSN that it shall for the entire term of the MSN Supply Agreement cause the USB-CPE supplied by it to Starband to be in strict conformity with the agreed specifications set forth in the CPE Plan

attached to the MSN Supply Agreement.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed by its duly authorized officer on this 20th day of October, 2000.

SPACENET INC.

By: /s/ SHELDON REVKIN

Name:
Title:

STARBAND COMMUNICATIONS INC.
(FORMERLY GILAT-TO-HOME INC.)

By: /s/ ZUR FELDMAN

Name:
Title:

GILAT SATELLITE NETWORK LTD.

By: /s/ YOEL GAT

Name:
Title:

MICROSOFT G-HOLDINGS INC.

By: /s/ JON DEVAAN

Name:

Title:

MICROSOFT CORPORATION

By: TED KUMMART

Name:

Title: VP